

EXHIBITS

Exhibit A	Map of Premises and Parking Facilities
Exhibit A-1	Location of Tenant's Lots
Exhibit B	Letter from Fairmount Park Commission Regarding Master Plan and Master Plan
Exhibit C	Agreement Terminating Concession Agreement
Exhibit D	Amphitheater, City Box, Fixed Non-Roof Covered Seats and Fixed Roof Covered Seats
Exhibit E	Economic Opportunity Plan
Exhibit F	Tenant's Property
Exhibit G	Form of Bond
Exhibit H	Form of Certifications and Covenants of Recipients of Financial Assistance
Exhibit I	Form of Recognition Agreement
Exhibit J	Investment in Capital Improvements as of the Commencement Date
Exhibit K	Form of Report of Free Admissions to Cultural Events and Educational and Outreach Programs

**EXHIBIT A
TO
SUBLEASE AGREEMENT**

MAP OF PREMISES AND PARKING FACILITIES

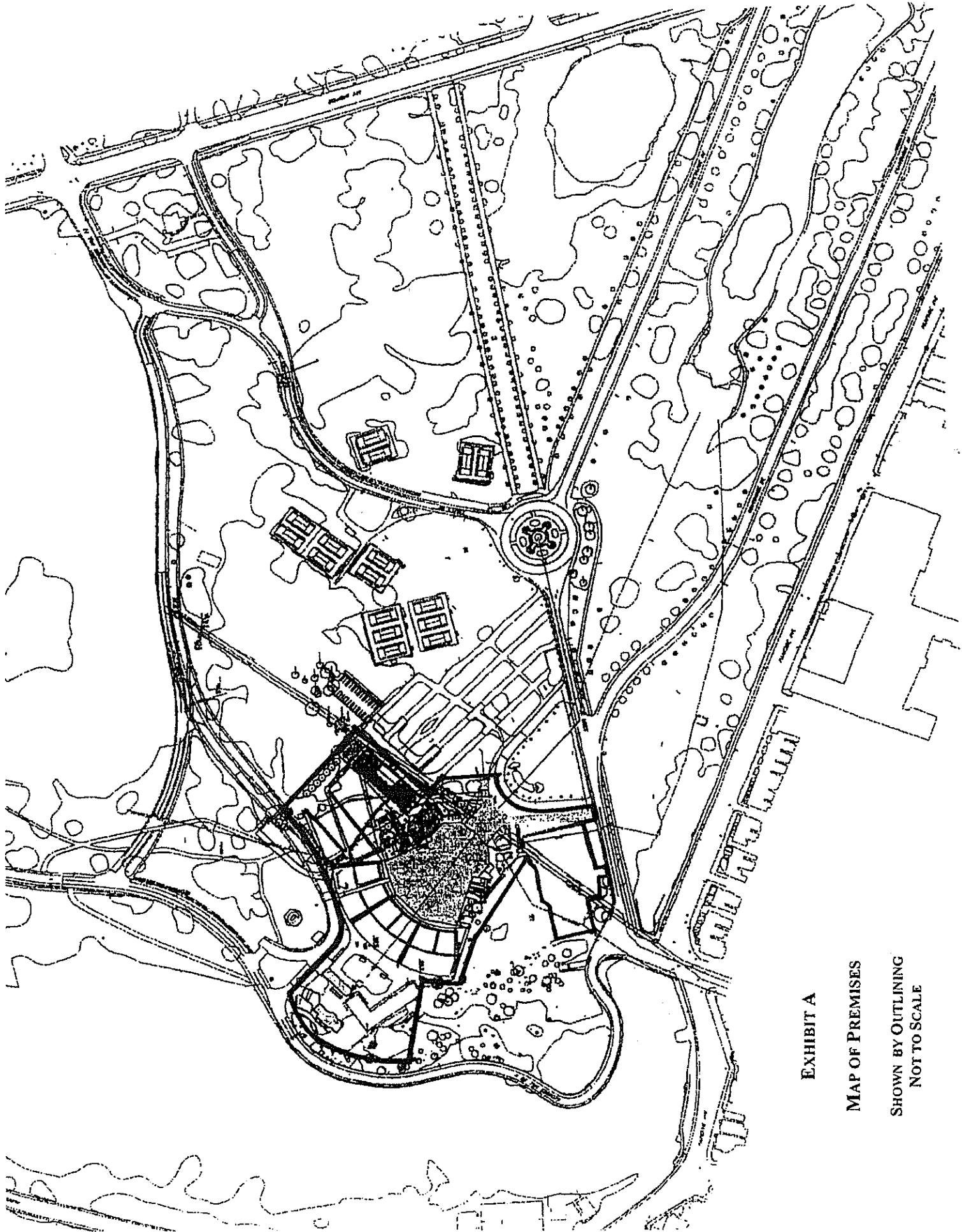


EXHIBIT A

MAP OF PREMISES

**SHOWN BY OUTLINING
NOT TO SCALE**

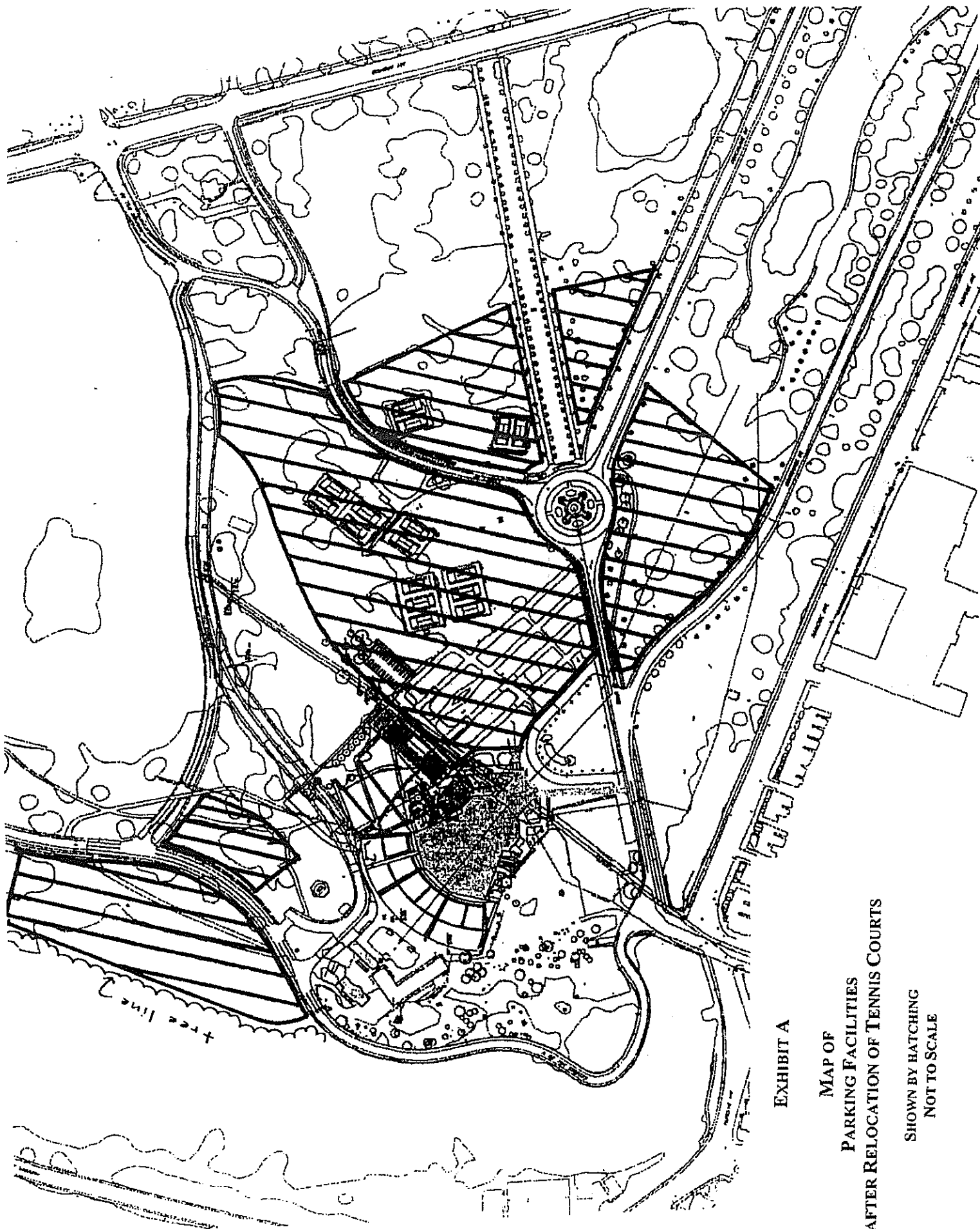


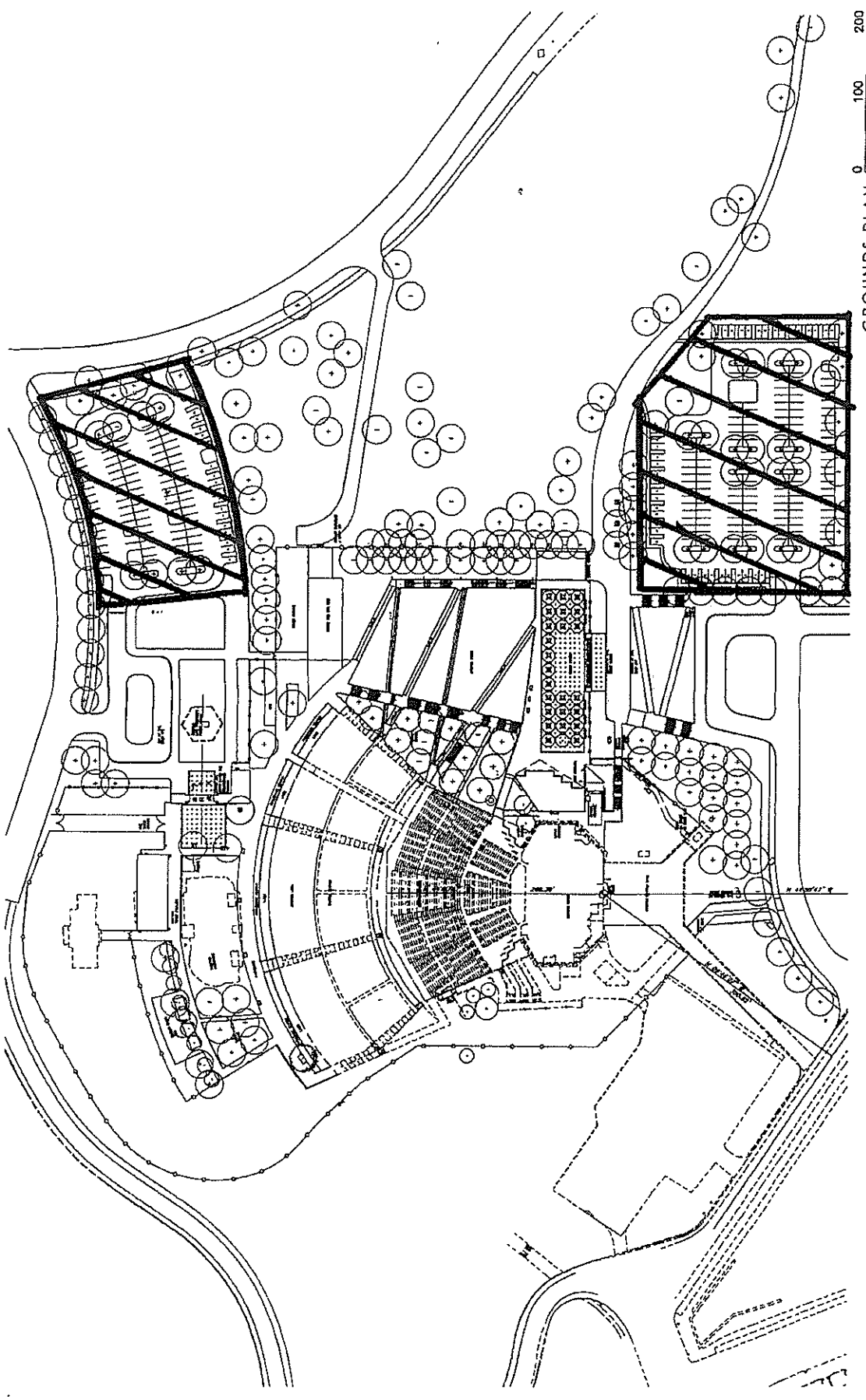
EXHIBIT A

MAP OF
PARKING FACILITIES
AFTER RELOCATION OF TENNIS COURTS

SHOWN BY HATCHING
NOT TO SCALE

**EXHIBIT A-1
TO
SUBLEASE AGREEMENT**

LOCATION OF TENANT'S LOTS



0 100 200
GROUNDS PLAN

MGA Partners, Architects
Wallace Roberts & Todd, Landscape Architects

EXHIBIT A-1

LOCATION OF TENANT'S LOTS

SHOWN BY HATCHING
NOT TO SCALE

EXHIBIT B
TO
SUBLEASE AGREEMENT

LETTER FROM FAIRMOUNT PARK COMMISSION REGARDING
MASTER PLAN AND MASTER PLAN



CITY OF PHILADELPHIA
COMMISSIONERS OF FAIRMOUNT PARK
MEMORIAL HALL, WEST PARK, PHILADELPHIA, PENNA. 19131

COPY

September 23, 2004

Mr. Peter Lane
President & CEO
Mann Center for the Performing Arts
123 South Broad Street
Suite 1930
Philadelphia, PA 19109

Dear Mr. Lane:

This will confirm that at its meeting held September 8, 2004, the Fairmount Park Commission voted to adopt the recommendation of the Planning Committee and granted the request of the Mann Center for the Performing Arts for final approval of the Mann Center's Master Plan, subject to two conditions. The first is the design and documentation of a storm water management system that is acceptable to both the Water Department and Park staff and the establishment of operating procedures acceptable to Park staff that will allow for the permitting of both picnic pavilions during Mann Center events. The second condition is that no demolition of the existing tennis courts will occur until the new courts have been completed and are operational.

Please continue to coordinate the details of this project with Stephanie Craighead, Deputy Director, who will issue the enabling park permits when all project requirements have been met.

At the discretion of the City Solicitor, you may be required to execute a legal agreement before undertaking this venture.

Sincerely,

A handwritten signature in cursive script that reads 'Carol J. Roache'.

Carol J. Roache
Secretary
Fairmount Park Commission

cc: Philip Price, Jr., Chair, Planning Committee
Stephanie Craighead, Deputy Director

THE MANN CENTER FOR THE PERFORMING ARTS
Master Plan Capital Improvement Program -- Phase I
Philadelphia, PA

Information Package for Fairmount Park Commission
August 23, 2004

I. INTRODUCTION & BACKGROUND:

The Mann Center for the Performing Arts ("MCPA"), Philadelphia's premier venue for summer musical, dance and theatrical entertainment, was developed as the Robin Hood Dell West in 1976 in Fairmont Park, Philadelphia, in response to the desire to better accommodate the Philadelphia Orchestra. Today, however, the Mann Center faces strong competition from other entertainment venues and believes that its audiences prefer an increased level of personal services in addition to the direct entertainment.

In response to the recent downward trends in attendance, MCPA has attempted to increase its range of performances, enhance its hospitality services and improve its image to the community. While these changes have improved results, the experience has "been maximally developed given the physical limitations" of the facility and its immediate surroundings.

Therefore, MCPA has concluded that it needs to increase its audience base in order to "stay financially healthy and continue its mission." In short, it hopes to increase not only the number of people who attend events, but also its network of supporters and standing among the nearby community. To that end, MCPA completed a Master Plan in 2003 to examine the extent and range of renovation and expansion of the facility. The Master Plan outlined improvements to vehicular and pedestrian access to the facility and improvements within the facility that will be implanted in Phases over the upcoming years. MCPA is proceeding with the first Phase of the Master Plan which will cost approximately \$13 million, be implemented beginning in the fall of 2004 and be completed by the opening of the 2007 season. Conceptual approval has been granted by Fairmount Park Commission. Final approval is being requested at the September 2004 Commissioners Meeting.

II. PROJECT TEAM:

MCPA has assembled a team of professionals to implement the Project. This team includes:

Aegis Property Group – Project Manager
MGA Partners – Architect

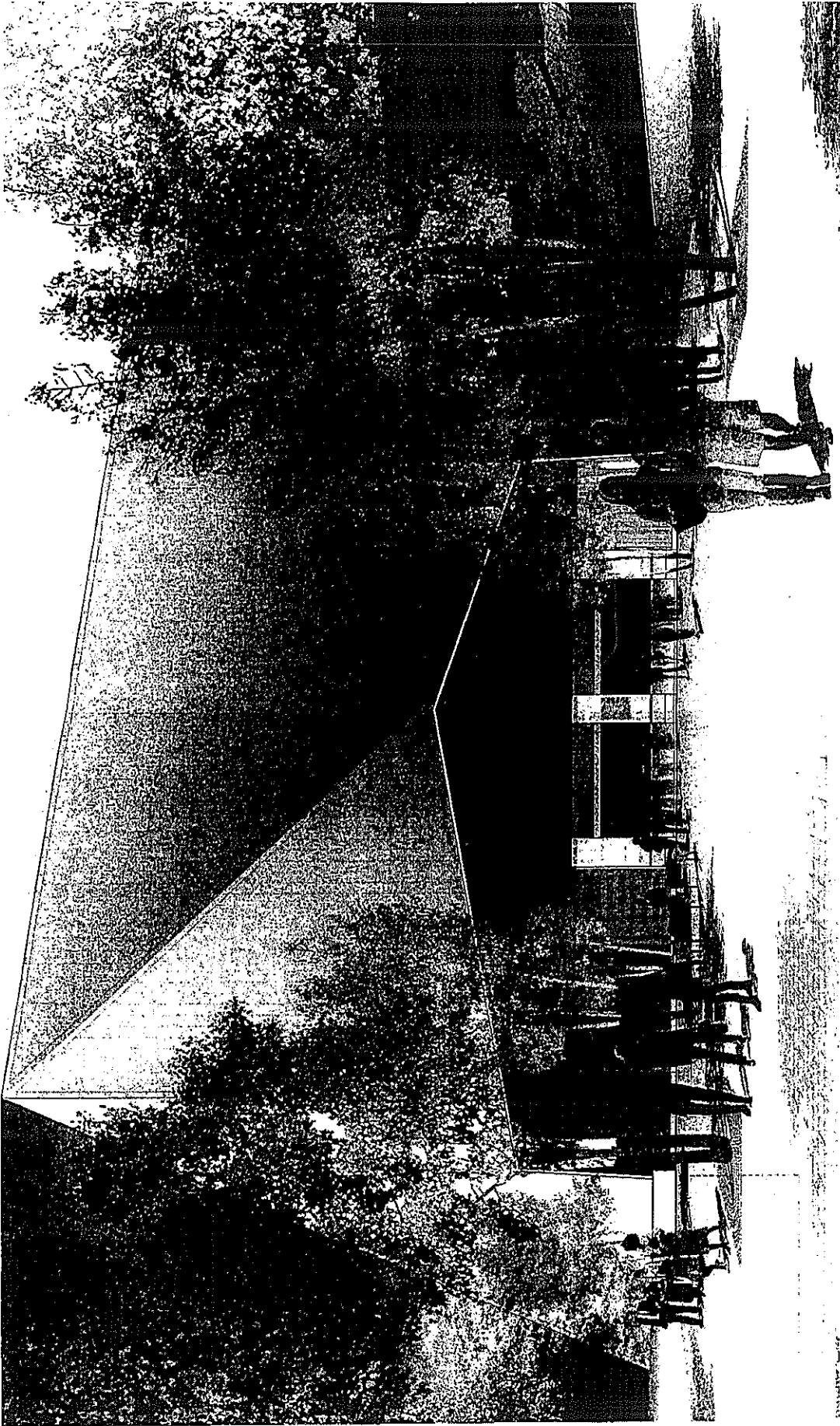
Brinjac Engineering – MEP Engineering
Urban Engineers – Civil/Traffic Engineering
Keast & Hood – Structural Engineering
Wallace Roberts and Todd – Site Planning/Landscape Design
Daroff Design Inc. - Wayfinding and Hospitality
Gaiampietro Associates, Inc. – Food Service Consultant
The Lighting Practice – Lighting Consultant

Construction Team Contractors have yet to be selected.

III. ISSUES & PLANNED IMPROVEMENTS

- A. Deeply embedded in Fairmount Park, the Mann Center is hard to find. West Park signage is small and insufficiently readable from the automobile. New wayfinding and site signage will be installed in coordination with Fairmount Park Commission plans for this area of the park.
- B. Traffic circulation to the Mann is confusing, relying on park roads that were not arranged to suit this situation. This will be addressed by constructing a new connector road between South Georges Hill Road and States Drive along with reconstruction of the intersection between North and South Georges Hill Roads.
- C. Pedestrian circulation is similarly confusing, a particular problem after the show when it is dark, cars are everywhere and roads have to be crossed. The roadway improvements describe above along with new entry gates and related refinements to the parking areas will alleviate this problem
- D. Unrelated uses, such as tennis courts, conflict with Mann uses at the expense of both. The tennis courts are being removed from the Mann site and replaced by 12 new courts at the Parkside Evans Recreation Center.
- E. A significant rise between the bottom-of-the-hill and the top-of-the hill makes pedestrian flow between the two difficult for many people. This will be addressed in several ways. A new entry gate at the bottom of the hill will bring the entrance further up the hill. A more generous “campus green” to the side of the stage house with additional stairs and accessible “switchback pathways” will improve this within the facility. An expanded top of the hill drop-off area with parking will draw more patrons to this location.

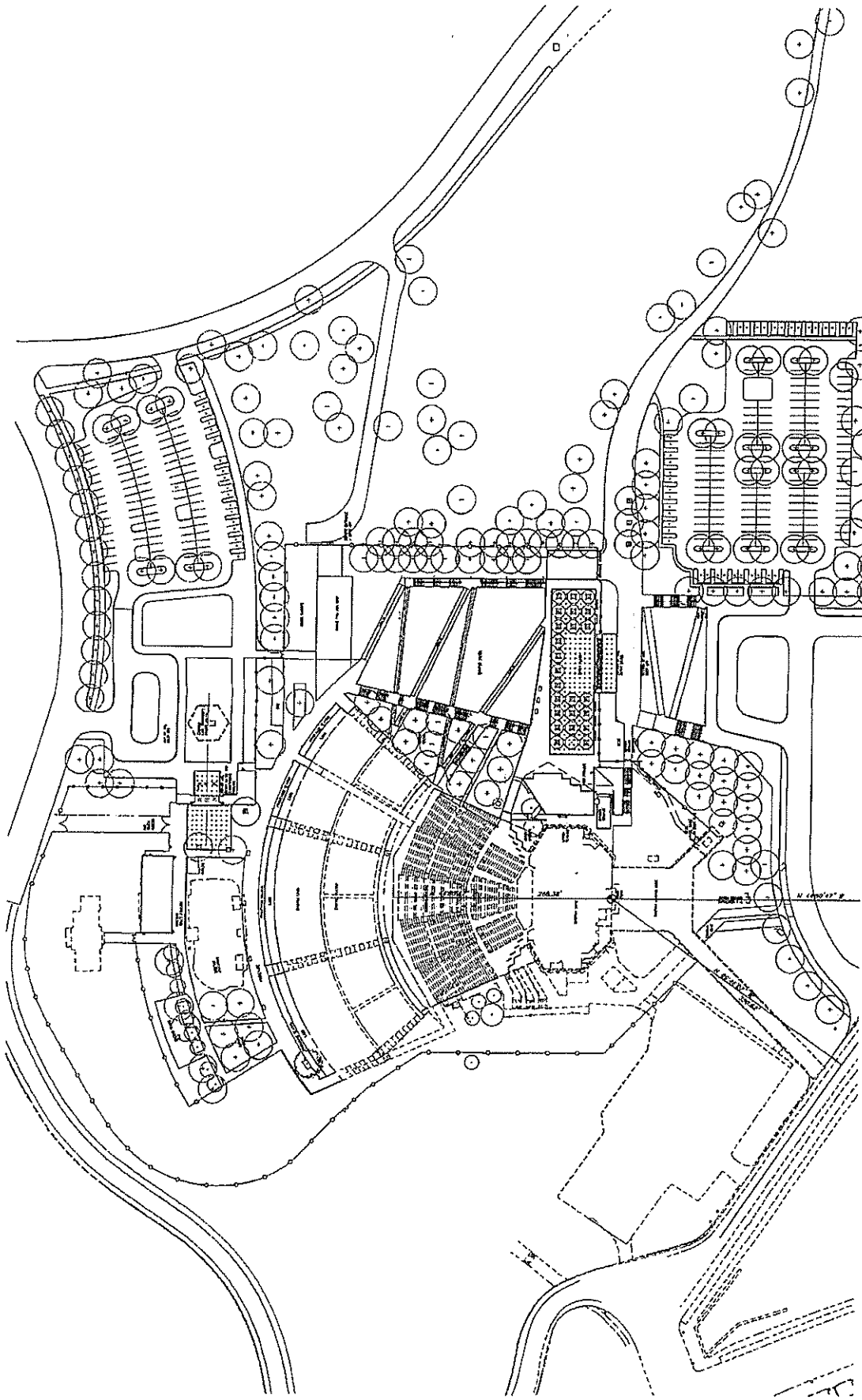
-
- F. Accessible restrooms, parking, and circulation are not adequate. All are being addressed in the various improvements described herein
 - G. Existing toilet, concession, visitor and food services facilities are insufficient. New toilet facilities are planned at the bottom of the hill near the stage house and also at the new welcome center/ticket office at the bottom of hill gate area. Expanded toilet facilities are planned at the existing top of hill toilet facilities. New, more efficient concessions are planned at both the bottom of hill beside the stage house, and at the top of the hill adjacent to the entry gates. A relocated pad for the "Bravo" tent will be located at the top of the expanded campus green.
 - H. This existing road at the top-of-the-hill is close to lawn seats, presenting both a dangerous and disruptive situation. Reconstruction of the North and South Georges Hill intersection will enable the creation of a new drop off parking area at the top of the hill, bringing the road away from the lawn seating. The entry gates and fence line will be relocated to create additional room for the top of hill concessions. The lawn area will be expanded and existing promenade regarded.



VIEW ACROSS PLAZA TO EAST PAVILION

MGA Partners, Architects
Wallace Roberts & Todd, Landscape Architects

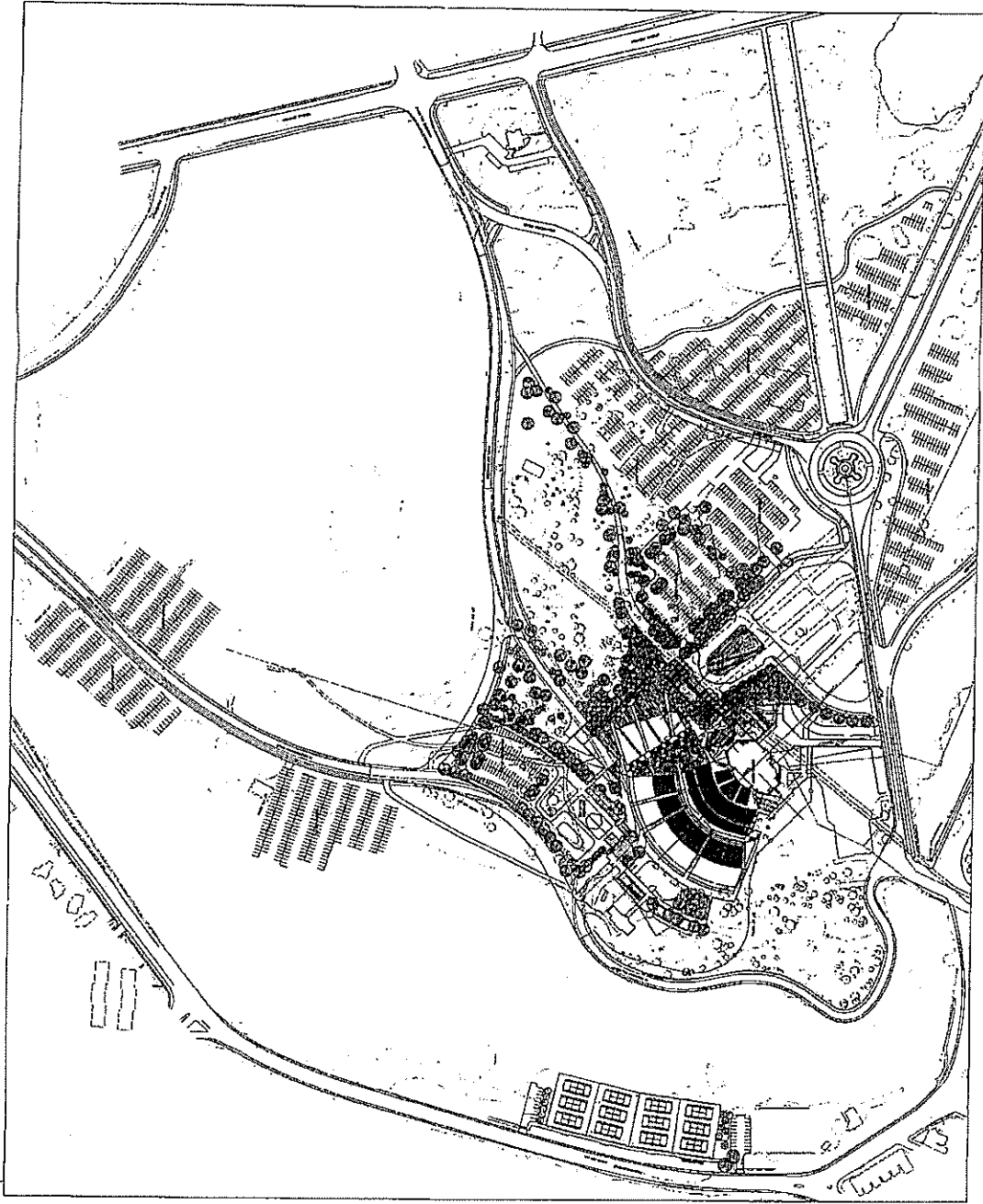
Submission to Fairmount Park Commission, August 23, 2004
The Mann Center for the Performing Arts - Fairmount Park Philadelphia



0 100 200
 GROUNDS PLAN

MGA Partners, Architects
 Wallace Roberts & Todd, Landscape Architects

Submission to Fairmount Park Commission, August 23, 2004
 The Mann Center for the Performing Arts - Fairmount Park Philadelphia



- GENERAL NOTES
- Fencing
 - Arthropony
 - Focal Point
 - Screening
 - Ornamental

PROPOSED TREE PLANTING - 301

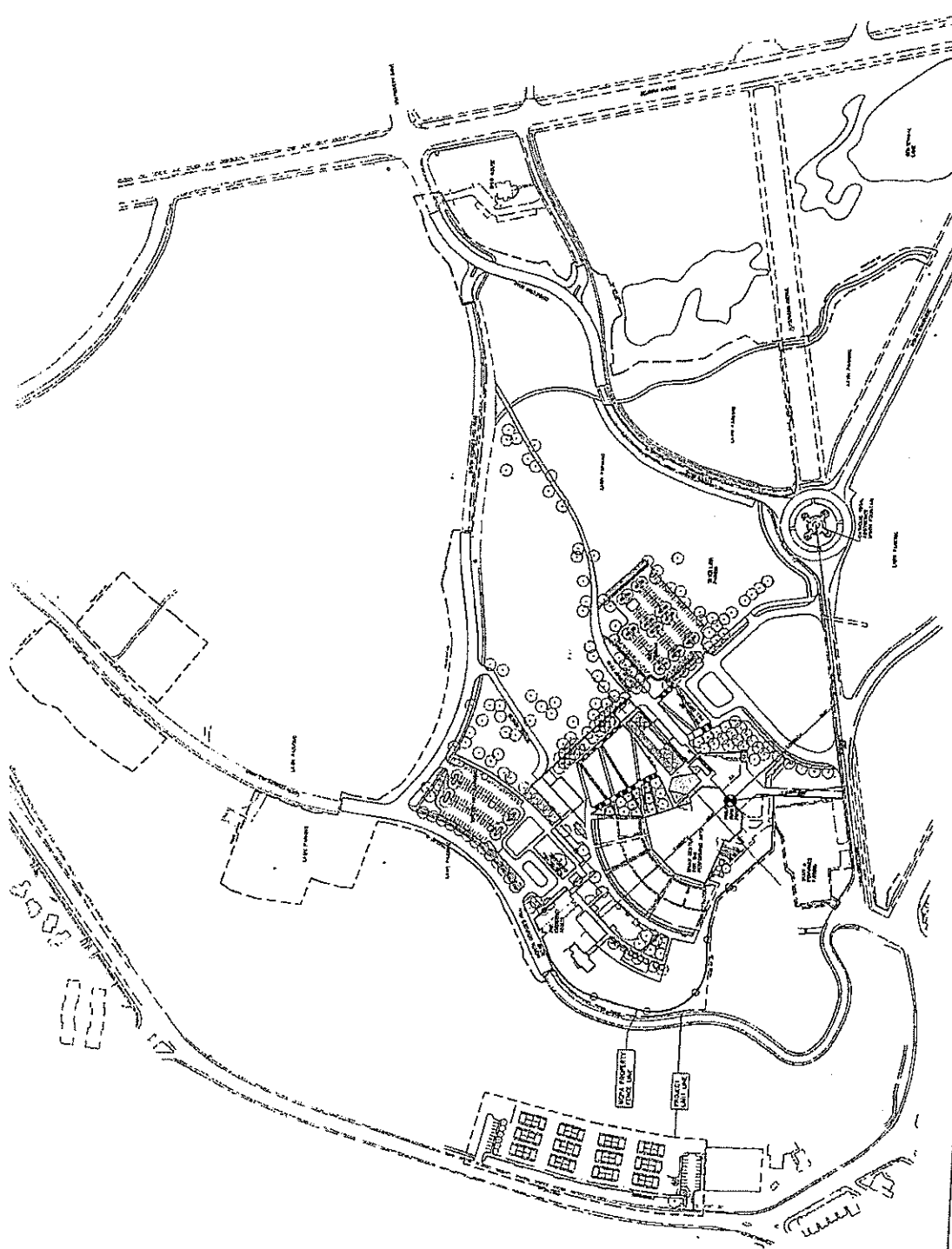
Deciduous Tree	211
Evergreen Tree	50
Ornamental Tree	100

PLANTING PLAN

SCALE: 1" = 150'

MGA Farmers, Architects
 Wallace Roberts & Todd, Landscape Architects

Submission to Fairmount Park Commission, August 23, 2004
 The Mann Center for the Performing Arts - Fairmount Park Philadelphia



0 200 400

SITE PLAN

MGA Partners, Architects
Wallace Roberts & Todd, Landscape Architects

Submission to Fairmount Park Commission, August 23, 2004
The Mann Center for the Performing Arts - Fairmount Park Philadelphia

**EXHIBIT C
TO
SUBLEASE AGREEMENT**

AGREEMENT TERMINATING CONCESSION AGREEMENT

TERMINATION OF CONCESSION AGREEMENT

THIS TERMINATION OF CONCESSION AGREEMENT (the "**Termination**") is made this ____ day of _____, 20 __, by and between the CITY OF PHILADELPHIA (the "**City**") acting through its Department of Public Property and its Department of Parks and Recreation; and MANN CENTER FOR THE PERFORMING ARTS, formerly known as Frederic R. Mann Music Center, Inc., a Pennsylvania not-for-profit corporation (the "**Concessionaire**").

Background

A. The City and Concessionaire are parties to a Master Concession, Management and Operating Agreement dated July __, 1996, and a First Amendment to Master Concession, Management and Operating Agreement dated June 1, 2005 (as so amended, the "**Concession Agreement**") for and with respect to the premises more particularly described therein (the "**Premises**").

B. The City is leasing the Premises to Philadelphia Authority for Industrial Development ("**PAID**") by Master Lease Agreement dated on or about the date hereof, and PAID is subleasing the Premises to Concessionaire by Sublease Agreement dated on or about the date hereof.

C. The City and Concessionaire desire to terminate the Concession Agreement, on the terms and conditions herein provided.

NOW THEREFORE, for and in consideration of the covenants herein contained, and intending to be legally bound hereby, the City and Concessionaire hereby agree as follows:

1. Termination. Effective as of the date of the Sublease, the Concession Agreement is hereby terminated.

2. Survival. Any and all agreements set forth in the Concession Agreement which, by its or their nature, would reasonably be expected to be performed after the termination of the Concession Agreement shall survive and be enforceable after such termination.

[Signatures continue on following page.]

IN WITNESS WHEREOF, the City and Concessionaire have executed this Termination Agreement as of the day and year first above written.

APPROVED AS TO FORM:
Shelley R. Smith, City Solicitor

Per: _____
Terry A. Garfinkel
Deputy City Solicitor
City of Philadelphia Law
Department

CITY OF PHILADELPHIA, by and through its
DEPARTMENT OF PARKS AND RECREATION

By: _____
Michael DiBerardinis
Commissioner of Parks and Recreation

and its

DEPARTMENT OF PUBLIC PROPERTY

By: _____
Joan Schlotterbeck
Commissioner of Public Property

ATTEST:

By: _____
Name: _____
Title: _____

MANN CENTER FOR THE PERFORMING ARTS

By: _____
Catherine M. Cahill
President and CEO

**EXHIBIT D
TO
SUBLEASE AGREEMENT**

AMPHITHEATER, CITY BOX, FIXED NON-ROOF COVERED
SEATS AND FIXED ROOF COVERED SEATS

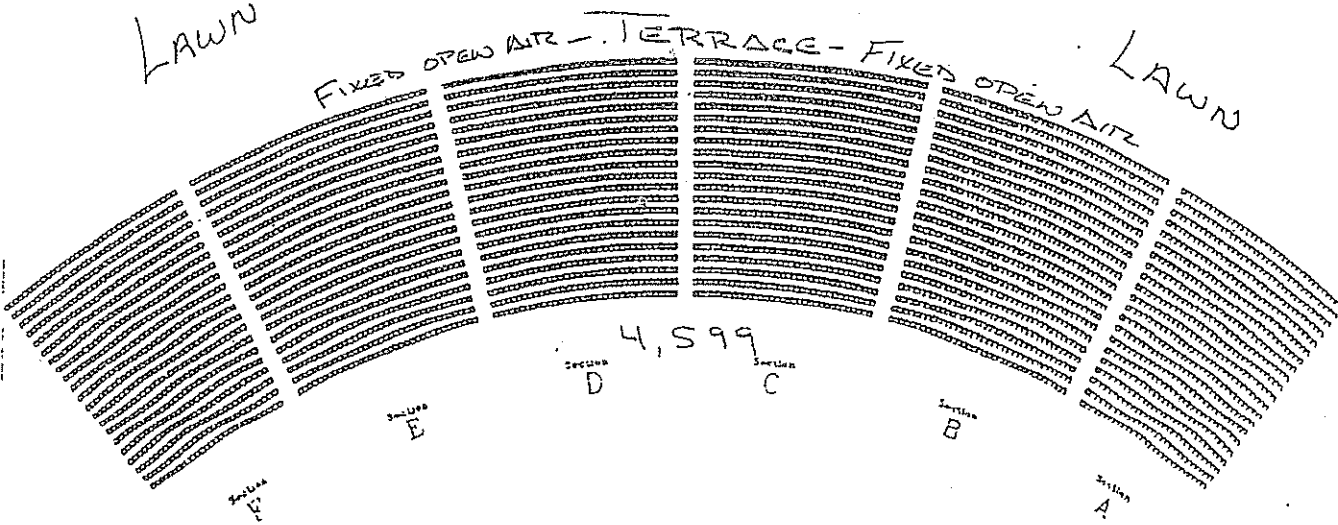
LAWN

EXHIBIT "D"

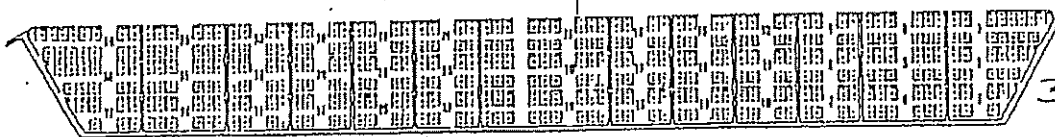
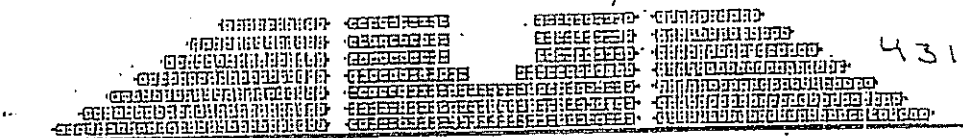
LAWN

FIXED OPEN AIR - TERRACE - FIXED OPEN AIR

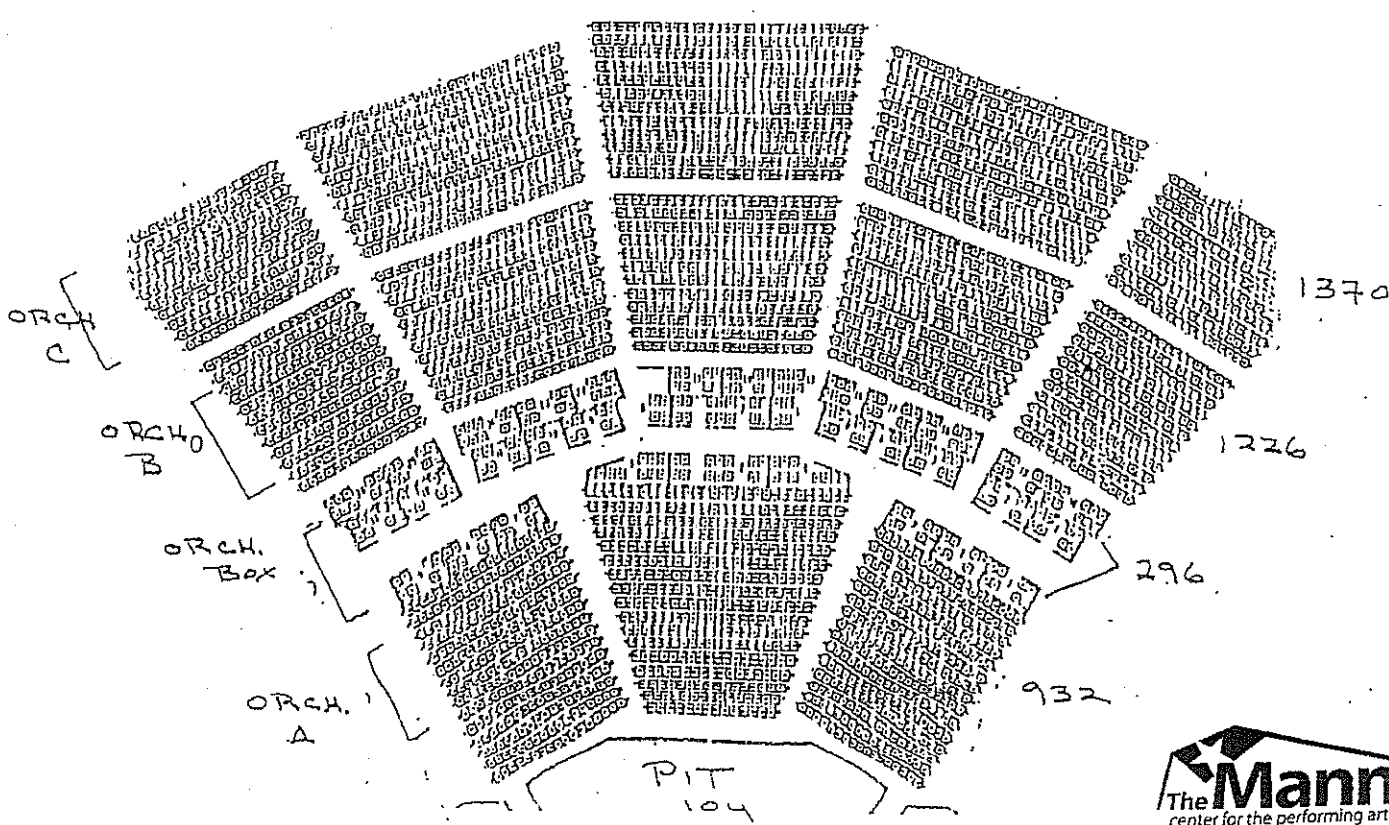
LAWN



BALCONY



BALCONY BOX



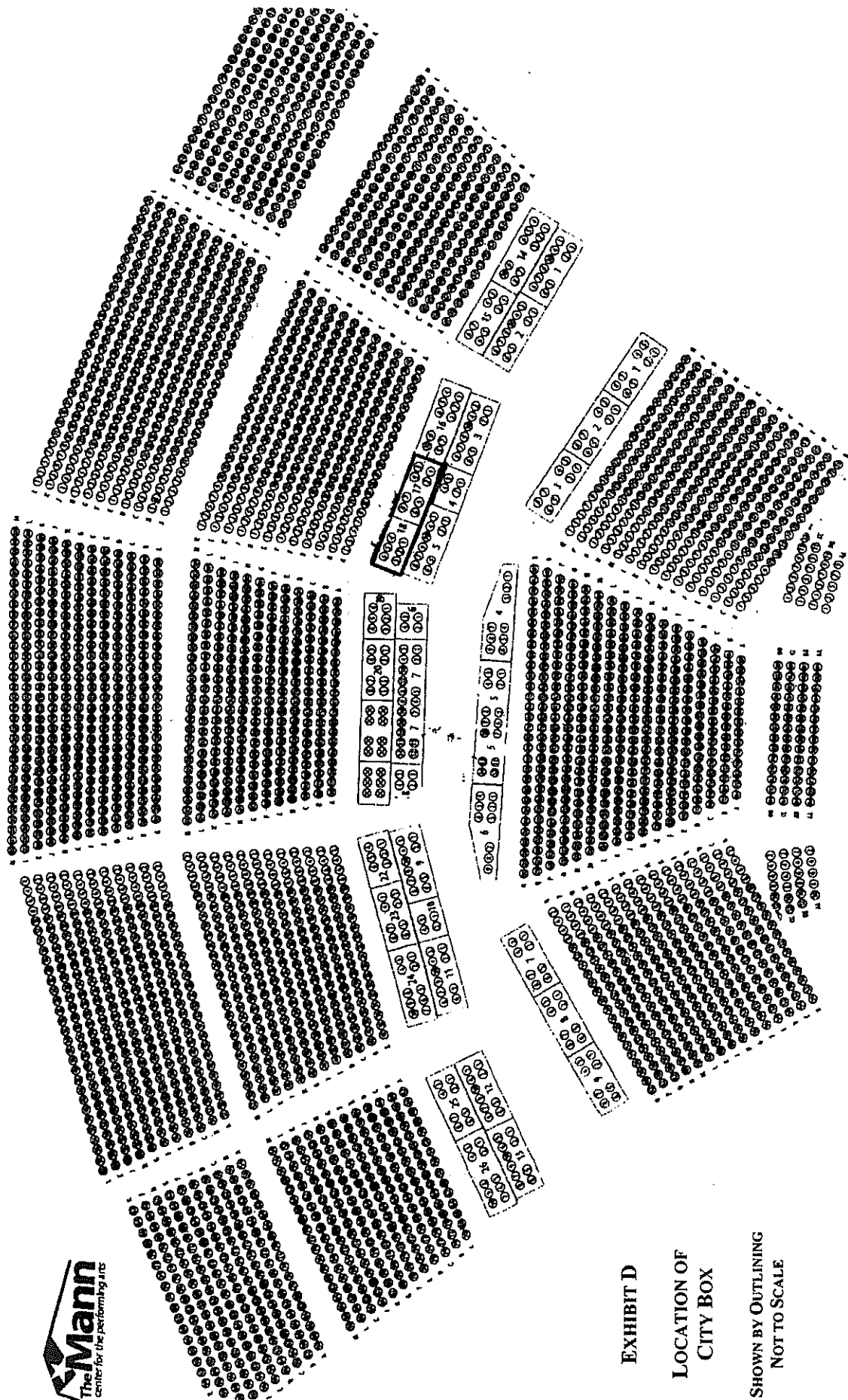


EXHIBIT D
LOCATION OF
CITY BOX
SHOWN BY OUTLINING
NOT TO SCALE

EXHIBIT E
TO
SUBLEASE AGREEMENT

ECONOMIC OPPORTUNITY PLAN

EXHIBIT E
City of Philadelphia
Economic Opportunity Plan
THE MANN CENTER FOR THE PERFORMING ARTS

I. Introduction, Definitions and Goals

A. The City of Philadelphia ("City"), Philadelphia Authority for Industrial Development (hereinafter "Landlord") and the Mann Center for the Performing Arts, Inc. (hereinafter "Tenant") strongly encourage the meaningful participation of certified Minority ("MBE"), Women ("WBE"), Disabled ("DSBE") and Disadvantaged¹ ("DBEs") Business Enterprises (collectively, "M/W/DSBEs") and minority and female workers in the business opportunities represented by the "Master Plan," a plan for the rehabilitation and upgrade of the Mann Music Center, as more fully described in the Sublease Agreement between Landlord and Tenant ("Master Master Plan. This EOP shall be a part of and incorporated into all solicitations, bids and agreements issued by and entered into by Tenant and its contractors ("Participants"). Plan"). In support of this objective, Landlord requires that Tenant commit to this Economic Opportunity Plan ("EOP" or "Plan") and cause its contractors to commit to implementation of this EOP through their exercise of Best and Good Faith Efforts as such term is defined below .

This Plan contains ranges of projected M/W/DSBE utilization and goals for the employment of minority and female workers in connection with the Master Plan. All Participants shall be obligated to fully comply with the requirements of the EOP. Participants verify that all information submitted to the City and Landlord, including without limitation, the EOP and all forms and attachments thereto, are true and correct and are notified that the submission of false information by the Participants is subject to the penalties of 18 Pa.C.S. Section 4904 relating to unsworn falsification to authorities. The Participants also acknowledge that it is a felony in the third degree under 18 Pa.C.S. Section 4107.2 (a)(4) to fraudulently obtain public moneys reserved for or allocated or available to minority business enterprises or women's business enterprises.

B. For the purposes of this EOP, MBE, WBE, DBE and DSBE shall refer to certified businesses so recognized by the City through its Office of Economic Opportunity ("OEO"). Only the work or supply effort of firms that are certified as M/W/DSBEs by an OEO approved certifying agency² will be eligible to receive credit as a Best and Good Faith Effort. 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.

C. For this EOP, the term "Best and Good Faith Efforts 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. Best and Good Faith Efforts are rebuttably presumed met, when commitments are made within the M/W/DSBE Participation Ranges established herein and a commitment is made to employ a diverse workforce as enumerated herein.

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

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

D. Goals

1. 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 Master Plan, the following participation ranges have been developed. These participation ranges represent, in the absence of discrimination in the solicitation and selection of M/W/DSBEs, the percentage of MBE, WBE and DSBE participation that is reasonably attainable in the Master Plan through the exercise of Best and Good Faith Efforts by Participants. 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 firm will not be credited toward more than one category. These ranges are based upon an analysis of factors such as the size and scope of the opportunity(ies) and the availability of MBEs, WBEs and DSBEs to perform various elements of the opportunity(ies):

OPPORTUNITY	MBE	WBE	DSBE
PROFESSIONAL SERVICES	5%-10%	2%-7%	BEST EFFORTS%
CONCESSIONS	5%-10%	2%-7%	BEST EFFORTS
FACILITY OPERATIONS	15%-20%	10%-15%	BEST EFFORTS
CONSTRUCTION	20%-25%	10%-15%	BEST EFFORTS

2. Employment Goals

Participants agree to exhaust their Best and Good Faith Efforts to employ minority persons and females in its workforce at the following levels³:

- Minority Apprentices – 50% of all hours worked by all apprentices
- Minority Journeymen – 32% of all journey hours worked across all trades
- Female Apprentices – 7% of all hours worked by all apprentices
- Female Journeypersons - 7% of all hours worked across all trades

II Responsiveness

A. M/W/DSBE commitments shall be evidenced by Participants on the form entitled, "M/W/DSBE Participation and Workforce Commitments." The identified commitment to use an M/W/DSBE on this form constitutes a representation by Participant that the M/W/DSBE is capable of completing the subcontract with its own workforce, and that the Participant has made a legally binding commitment with the firm for the work or supply effort described and the dollar/percentage amount(s) set forth on

³ These goals, which have been adopted by the Economic Opportunity Cabinet, are the recommendations of the Mayor's Commission on Construction Industry Diversity.

the form. In calculating the percentage of M/W/DSBE participation, the standard mathematical rules in rounding off numbers apply. In the event of inconsistency between the dollar and percentage amounts listed on the form, the percentage will govern. M/W/DSBE commitments are to be memorialized in a written subcontract and Participants agree to maintain the M/W/DSBE percentage commitments throughout the term of the subcontract. Letters of intent, quotations, contracts, subcontracts and any other documents evidencing commitments with M/W/DSBEs, including the M/W/DSBE Participation and Workforce Commitments Form, become part of and an exhibit to this EOP. OEO will review Participants' 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 implementation of the Master Plan.

IV. Compliance and Monitoring of Best and Good Faith Efforts

A. Participants agree to cooperate with OEO in its compliance monitoring efforts, and to submit, upon the request of OEO, documentation relative to implementation of the EOP, 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 Tenant shall ensure that all its on-site contractors maintain certified payrolls which include a breakout of hours worked by minority and female apprentices and journeypersons; these documents are subject to inspection by OEO.

B. Prompt Payment of M/W/DSBEs

1. The Tenant agrees and shall cause all its contractors to ensure that all M/W/DSBEs participating in the Master Plan receive payment for their work or supply effort within five (5) business days after receipt of a proper invoice following satisfactory performance.

C. Oversight Committee

1. For this EOP, in the sole discretion of City, an oversight committee may be established consisting of representatives from PAID, Tenant, representatives of the building trades, the construction manager, the City which may include the project site's District Councilperson, OEO, and appropriate community organizations ("Committee"). The Committee will meet regularly to provide advice for the purpose of facilitating compliance with the EOP.

V. Remedies and Penalties for Non-Compliance

A. Participants agree that their compliance with the requirements of this EOP is material to the Sublease. Failure to comply with the EOP may constitute a substantial breach of the Sublease 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 PAID, Tenant, the City and any M/W/DSBE identified in any contract resulting from implementation of the EOP. Neither PAID, Tenant 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 EOP 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.

Mann Center For The Performing Arts, Inc.

M/W/DSBE Participation and Workforce Commitments
 EOPs FOR BIDS ESTIMATED AT MORE THAN \$250,000

DEPARTMENT OF COMMERCE OFFICE OF ECONOMIC OPPORTUNITY (OEO)				
Minority (MBE), Woman (WBE), Disabled (DSBE) and Disadvantaged (M-DBE and W-DBE) Business Enterprises ¹				
BID NUMBER -	NAME OF BIDDER -	BID OPENING DATE -		
<i>List below all MBE/WBE/DSBE/DBEs² that you have a commitment to use for a Commercially Acceptable Function On this Bid - Photocopy this form as necessary.</i>				
<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> DSBE <input type="checkbox"/> M-DBE ² <input type="checkbox"/> W-DBE ² <input type="checkbox"/> Subcontractor <input type="checkbox"/> Supplier				
Company Name	Work or Supply Effort to be Performed	Quote Received		Amount Committed To
Address		YES ³	NO	Dollar Amount \$
Contact Person				
Telephone Number Fax #				
E-mail Address				
OEO Registry # Certifying Agency				
				Percent of Total Proposal %
<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> DSBE <input type="checkbox"/> M-DBE ² <input type="checkbox"/> W-DBE ² <input type="checkbox"/> Subcontractor <input type="checkbox"/> Supplier				
Company Name	Work or Supply Effort to be Performed	Quote Received		Amount Committed To
Address		YES ³	NO	Dollar Amount \$
Contact Person				
Telephone Number Fax #				
E-mail Address				
OEO Registry # Certifying Agency				
				Percent of Total Proposal %
<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> DSBE <input type="checkbox"/> M-DBE ² <input type="checkbox"/> W-DBE ² <input type="checkbox"/> Subcontractor <input type="checkbox"/> Supplier				
Company Name	Work or Supply Effort to be Performed	Quote Received		Amount Committed To
Address		YES ³	NO	Dollar Amount \$
Contact Person				
Telephone Number Fax #				
E-mail Address				
OEO Registry # Certifying Agency				
				Percent of Total Proposal %

¹MBE/WBE/DSBEs Listed above must be certified prior to bid submission date.

²If Bidder makes commitments with DBEs, Bidder shall indicate which class type M-DBE or W-DBE is submitted for credit.

³Bidder should attach quotation with this form, but the City reserves the right to request this information which shall be submitted by bidder within 48 hours of the City's Request.

DEPARTMENT OF COMMERCE
OFFICE OF ECONOMIC OPPORTUNITY (OEO)

Bidder, by submission of this M/W/DSBE Participation and Workforce Commitments Form, certifies that it will use, for the duration of the project, its Best and Good Faith Efforts, as that term is defined in Chapter 17-1600 of The Philadelphia Code, to employ a diverse workforce for this project and achieve the following goals:

- Minority Apprentices – 50% of all hours worked by all apprentices
- Minority Journeymen – 32% of all journey hours worked across all trades
- Female Apprentices – 7% of all hours worked by all apprentices
- Female Journeypersons - 7% of all journey hours worked across all trades

List any and all collective bargaining agreements that Bidder is a signatory to:

**EXHIBIT F
TO
SUBLEASE AGREEMENT**

TENANT'S PROPERTY

MANN CENTER FOR THE PERFORMING ARTS
TENANT'S PROPERTY

I. Stage Equipment- All Equipment, Scenery, Props, Tools, etc. necessary for the presentation of musical and musical theatre attractions, including but not limited to...

- A. Stage draperies
- B. Portal Masking
- C. Orchestra Acoustic Enclosure and associated machinery
- D. All theatrical lighting equipment, including non fixed cables, and control, *except* house lighting fixtures and dimmers for the balcony and under balcony areas of the amphitheatre, which are City owned.
- E. Sound system including all signal processing equipment, consoles, loudspeakers, and assorted microphones, stands, cable and connection devices.
- F. Intercom and show program system
- G. Telex System for hearing impaired patrons
- H. Personnel communication devices and battery chargers
- I. Orchestra Chairs, stands, lights, stools, podium, and assorted platforms for orchestra performance
- J. Assorted power and hand tools, ladders, dollies, hand trucks, equipment handling devices, and hardware

II. Backstage Support Areas and Out Buildings- All Equipment, furniture, fixtures and supplies necessary to support programs of the Mann Center for the Performing Arts including but not limited to

- A. All nonpermanent office furnishings including desks, tables, chairs, cabinets
- B. All computers including associated printers and accessories
- C. Phone systems including associated handsets, fax machines, answering equipment etc.
- D. All nonpermanent furnishings and furniture in the Bowden Reception Room, Green Room, Artist Dressing Rooms, Education Room, Donor Terrace, Welcome Center/Box Office and other support spaces
- E. Ticketing system including computer terminals, screens, printers, and other assorted switches, bar code readers, and other hardware.
- F. All wall hangings in all spaces both display and "Fine Art"
- G. Support Equipment and appliances for Backstage catering areas i.e. Refrigerators, stoves, ice machine, and other food preparation equipment
- H. All "through wall" and portable air conditioning units, portable fans, heaters
- I. All pianos and other company owned instruments
- J. Janitorial machinery, equipment and supplies

- K. Security surveillance cameras, processing equipment and monitors
- L. Portable lighting devices

III. Grounds of the "Demised Premises" and "Parking Areas"

- A. All tents and associated support structures
- B. All hard framed, soft sided concession and merchandise stand including counters, appliances and furniture used in them
- C. All "Kiosks" and other temporary shelters
- D. All tables and chairs used in the tented areas and picnic areas of the site
- E. All fixtures and decoration used in these areas
- F. Grounds and landscaping equipment and supplies
- G. Trash and recycling receptacles
- H. Assorted carts, hand trucks, and other handling devices
- I. All portable and temporary signs and associated devices
- J. All traffic control devices and equipment

IV. Food and Beverage Service Areas

- A. All cash registers, accessories, and associated hardware with system
- B. All portable food and beverage serving, storing, and handling equipment used on the "Plaza Area" of the premises
- C. Soda dispenser "heads" in all concession facilities
- D. All portable food and beverage serving, storing, and handling equipment used in the concession areas at the Upper Level of the premises.

**EXHIBIT G
TO
SUBLEASE AGREEMENT**

FORM OF BOND

LABOR AND MATERIALMEN'S BOND

Know all Men by these Presents, THAT WE

Principal (hereinafter called the Principal Obligor), and

(SURETY COMPANY)

Surety, are jointly and severally held and firmly bound unto The City of Philadelphia for the use of any and every person, co-partnership association or corporation interested, in the sum of (\$) lawful money of the United States of America, to be paid to the said City of Philadelphia, its successors and assigns for the use of any and every person, co-partnership, association or corporation interested, to which payment, well and truly to be made, we do bind ourselves and each of us, our and each of our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

Sealed with the corporate seal of the said

and with the corporate seal of the said

(SURETY COMPANY)

duly attested by the proper officers thereof.

Dated the _____ day of _____ in the year of our Lord Two Thousand _____ (20__).

WHEREAS, the above bounden Principal Obligor, in and by a certain contract with Mann Center for the Performing Arts of even date herewith, agreed to complete the _____ and do all appurtenant and other work as ordered and required by the Mann Center for the Performing Arts in strict and exact accordance with a certain proposal and specifications attached thereto and made a part thereof.

NOW THE CONDITION OF THIS OBLIGATION IS SUCH, That if the said Principal Obligor shall and will promptly pay or cause to be paid to any and every person, co-partnership, association or corporation, all sums of money which may be due for material furnished, equipment or machinery rented, services rendered by public utilities, and labor supplied or performed in the prosecution of the work covered by the above mentioned contract, whether or not the said material, equipment, machinery, public utility services, or labor enter into and become component parts of the work or improvement contemplated, including inter alia (a) all material furnished, equipment or machinery rented, services rendered by public utilities, and labor supplied or performed in preparing the site for the performance of the work covered by said contract, (b) equipment, machinery, public utility services, labor, shoring, sheathing and blasting supplies and other materials used on the site in doing such excavating as may be necessary or required to institute or perform the work specified in the contract, and (c) all material furnished, equipment or machinery rented, services rendered by public utilities and labor supplied or performed in the prosecution of work of repair or of maintenance required by or performed under the terms of said contract, then this obligation to be null and void; otherwise, to be and remain in full force and virtue.

It is understood and agreed that every person, co-partnership, association or corporation who, whether as sub-contractor or otherwise, has furnished material, rented equipment or machinery rendered services or supplied or performed labor in the prosecution of the work above mentioned and described, and who has not been paid therefor, may sue in assumpsit on this bond, in the name of The City of Philadelphia for his, their, or its use, and prosecute the same to final judgment, for such sum or sums as may be justly due him, them, or it and have execution thereon:

**EXHIBIT H
TO
SUBLEASE AGREEMENT**

FORM OF CERTIFICATIONS AND COVENANTS OF RECIPIENTS
OF FINANCIAL ASSISTANCE

DETERMINING ELIGIBILITY FOR CITY FINANCIAL ASSISTANCE

Chapter 17-1400 of the Philadelphia Code requires certain disclosures of persons seeking City Financial Assistance and prohibits such persons from receiving financial assistance if they or certain related parties have made contributions to elected City officers or candidates for City office in excess of the following amounts (§17-1404 (1)):

- (1) If an individual makes contributions in excess of \$2,600 (as such amount is adjusted from time to time under §17-1404(1)(c)) in the aggregate during a calendar year to a candidate for nomination or election to any elective City office or to an Incumbent, then, during the term of office to which such candidate is elected or during the Incumbent's term of office, the individual shall not be eligible to receive Financial Assistance of \$50,000 or more.
- (2) If a Business make a contribution in excess of \$10,600 (as such amount is adjusted from time to time under §17-1404(1)(c)) in the aggregate during a calendar year to a candidate for nomination or election to any elective City office or to an Incumbent, then, during the term of office to which such candidate is elected or during the Incumbent's term of office, the Business shall not be eligible to receive Financial Assistance of \$50,000 or more.

**PHILADELPHIA INDUSTRIAL DEVELOPMENT CORPORATION (PIDC)
 PIDC-LOCAL DEVELOPMENT CORPORATION (PIDC-LDC)
 PHILADELPHIA AUTHORITY FOR INDUSTRIAL DEVELOPMENT (PAID)
 FINANCIAL ASSISTANCE DISCLOSURE FORM (FA-1)**

APPLICANT (BORROWER): _____

AMOUNT OF FINANCIAL ASSISTANCE REQUESTED:\$ _____

DISCLOSURES:

The following are mandatory disclosures required of all Applicants for Financial Assistance of \$50,000 or more. Failure to respond to any of the five (5) disclosure questions will eliminate you from consideration for the requested Financial Assistance.

1. List the names, business addresses and phone numbers of all Consultants used by the Applicant with respect to this application for Financial Assistance within the year prior to the date of your application for assistance, and the amount paid or to be paid to each such Consultant for such services. **Were Consultants used? No Yes if yes, give details below:**

<u>Name</u>	<u>Address</u>	<u>Phone #</u>	<u>Amt. Paid/Payable</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

2. List all contributions of money or in-kind assistance made by the Applicant, or any Consultant listed in 1. above, during the two years prior to the date of your application for Financial Assistance to any candidate for nomination or election to any public office in the Commonwealth of Pennsylvania or to an individual who holds such office, or to any political committee or state party in the Commonwealth of Pennsylvania, or to any group, committee or association organized in support of any such candidate, office holder, political committee or state party in the Commonwealth of Pennsylvania, and the date and amount of each such contribution. (Note: The attribution rules of §17-1405 of the Philadelphia Code (see "Definitions") shall apply to determine what contributions must be disclosed as contributions of the Applicant or of a Consultant). **Were contributions made? No Yes if yes, complete attached "Campaign Contribution Disclosure Forms."**

3. List the names, business addresses and phone numbers of all subcontractors the Applicant intends to use if awarded this Financial Assistance, and the amount or percentage to be paid to each such subcontractor. **If subcontractors will not be used, answer "none."**

<u>Name</u>	<u>Address</u>	<u>Phone #</u>	<u>Amt.(\$)/Percentage (%)</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

4. Provide the requested information for each City of Philadelphia, PIDC, PIDC-LDC or PAID officer or employee, who within two years prior to the date the application for Financial Assistance is filed, asked the Applicant, any officer, director or management employee of the Applicant, or any Person representing the Applicant, to give money, services, or any other thing of value (other than a Contribution as defined in the PA Election Code, 25 P.S. §3241, see "Definitions") to any Person, and any payment of money, provision of services, or any other thing of value (other than a Contribution as defined in the PA Election Code, 25 P.S. §3241) given to any Person in response to any such request. **If no such request was made, answer "none."**

<u>Name</u>	<u>Title</u>	<u>Date Requested</u>	<u>Amount Requested</u>	<u>Date Paid</u>	<u>Amount Paid</u>
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

5. List name and title of each City of Philadelphia, PIDC, PIDC-LDC or PAID officer or employee who, within two years prior to the date the application for Financial Assistance is filed, directly or indirectly advised the Applicant, any officer, director or management employee of the Applicant, or any Person representing the Applicant that a particular Person could be used by the Applicant to satisfy any goals established pursuant to the application for Financial Assistance for the participation of minority, women, disabled or disadvantaged business enterprises. The Applicant shall also disclose the date the advice was provided, and the name of such particular Person. **If no such advice was provided, answer "none."**

<u>Name</u>	<u>Title</u>	<u>Date</u>	<u>Advice Provided</u>	<u>Person Recommended</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

CERTIFICATION:

The following certification must be signed and dated.

I certify under penalty of law that the above DISCLOSURES, including those set forth on the attached "Campaign Contribution Disclosure Forms," are complete and true and correct in all respects. I further certify that I have not made any contribution(s) which would render me ineligible to receive Financial Assistance in accordance with §17-1404(1) of the Philadelphia Code.

Signature

Date

Campaign Contribution Disclosure Forms

This form is being provided to Applicants for Financial Assistance who are required to complete it and who may want to use it in order to obtain information from their Consultant(s), if applicable.

Consultants

Every Applicant for City Financial Assistance and all Contractors used to obtain said financial assistance are required to provide information on campaign contributions that were made.

Please note that a Consultant, for the purposes of the required disclosures, is defined as an individual or business used by an Applicant to assist in obtaining the requested Financial Assistance through direct or indirect communication by such individual or business with any City agency or any City officer or employee, or PIDC, PIDC-LDC or PAID or any officer or employee of PIDC, PIDC-LDC or PAID, if the communication is undertaken in exchange for, or with the understanding of receiving, payment from the Applicant or Consultant or any other individual or business (however, "Consultant" shall not include a full-time employee for the Applicant).

When applying for Financial Assistance, Applicants have to disclose, on behalf of their Consultant(s), any contributions they made during the two years prior to the Application deadline to:

- A candidate for nomination or election in any public office in the Commonwealth of Pennsylvania
- An incumbent in any public office in the Commonwealth of Pennsylvania
- A political committee or state party in the Commonwealth of Pennsylvania
- A group, committee, or association organized in support of any candidate, office holder, political committee or state party in the Commonwealth of Pennsylvania

Every recipient of Financial Assistance shall, for a period of five (5) years after receiving such assistance, be subject to the covenant and disclosure requirements set forth Philadelphia Chapter 17-1400 § 17-1402(1)(e) as listed below:

- (i) The recipient shall covenant for a period of five (5) years after receiving such assistance, contributions will not be made that would render the recipient ineligible to apply for Financial Assistance under the provisions of § 17-1404(1). Breach of such covenant shall be an event of default and PIDC, PIDC-LDC or PAID at its option, may accelerate the loan or increase the interest rate to the default rate set forth in the documents.
- (ii) The recipient shall, for a period of five (5) years after receiving such assistance, disclose any contribution of money or in-kind assistance the recipient or any Consultant has made during such time period to a candidate for nomination or election to any public office in the Commonwealth of Pennsylvania, or to any group, committee or association organized in support of any such candidate, office holder, political committee or state party, and the date and amount of such contribution. Such disclosure shall be made on a form provided by PIDC, PIDC-LDC or PAID, and the form shall

- (iii) be signed and filed with PIDC, PIDC-LDC or PAID within five business days of the contribution. The attribution rules of §17-1405 shall apply to determine what contributions must be disclosed under this provision as contributions of the Contractor or of a Consultant.
- (iv) The recipient shall for a period of five (5) years after receiving such assistance, disclose the name and title of each City of Philadelphia, PIDC, PIDC-LDC or PAID officer or employee who, during such time period, asked the recipient, any officer, director or management employee of the recipient, or any Person representing the recipient, to give money, services, or any other thing of value (other than a Contribution as defined in §17-1401) to any Person, and any payment of money, provision of services, or any other thing of value (other than a Contribution as defined in §17-1401) given to any Person in response to any such request. The recipient shall also disclose the date of any such request, the amount requested, and the date and amount of any payment made in response to such request. Such disclosure shall be made on a form provided by PIDC, PIDC-LDC or PAID, and the form shall be signed and filed with PIDC within five business days after the request was made or a payment in response to a request was made, as the case may be.

- (v) The recipient shall for a period of five (5) years after receiving such assistance, disclose the name and title of each City of Philadelphia, PIDC, PIDC-LDC or PAID officer or employee who directly or indirectly advised the recipient, any officer, director or management employee of the recipient, or any Person representing the recipient that a particular Person could be used by the recipient to satisfy any goals established relative to the Financial Assistance for the participation of minority, women, disabled or disadvantaged business enterprises. The recipient shall also disclose the date and the advice that was provided, and the name of such particular Person. Such disclosure shall be made on a form provided by PIDC, and the form shall be signed and filed with PIDC, PIDC-LDC or PAID within five business days after recipient was so advised.

The recipient must submit this updated information on the attached form to: Compliance Monitor, 2600 Centre Square West, 1500 Market Street, Philadelphia, PA 19102. This attached form can also be used to obtain and/or report the necessary information from its Consultant(s).

Eligibility Restrictions

If an individual makes contributions totaling over \$2,600 in one year to a candidate for City elective office or to an incumbent, the individual is not eligible to receive City Financial Assistance of \$50,000 or more during that candidate's or incumbent's term of office.

If a business makes contributions totaling over \$10,600 in one year to a candidate for City elective office or to an incumbent, the business is not eligible to receive City Financial Assistance of \$50,000 or more during that candidate's or incumbent's term of office.

Although individuals and businesses have to disclose campaign contributions made during the two years prior to the application deadline, the eligibility restrictions takes into consideration only those contributions made on or after January 1, 2006.

Individual: Campaign Contribution Disclosure Form

Please read through the directions and definitions before filling out this disclosure form to make sure that each question is answered appropriately and thoroughly.

	Yes	No
Have you made any contributions?	<input type="checkbox"/>	<input type="checkbox"/>
Have you solicited or served as an intermediary for any contributions?	<input type="checkbox"/>	<input type="checkbox"/>
Has a member of your immediate family made any contributions over and above \$2,600?	<input type="checkbox"/>	<input type="checkbox"/>
Has a member of your immediate family solicited or served as an intermediary for contributions over and above \$2,600?	<input type="checkbox"/>	<input type="checkbox"/>

Additional information on every contribution must be disclosed. Please use the table provided on the next page.

Business: Campaign Contribution Disclosure Form

Please read through the directions and definitions before filling out this disclosure from to make sure that each question is answered appropriately and thoroughly. Where “non-profit” is an option, indicate whether the business is a non-profit; non-profits are not required to disclose contribution information on these questions.

	Yes	No	Non-Profit
Has the business made any contributions?	<input type="checkbox"/>	<input type="checkbox"/>	
Has the business solicited or served as an intermediary for any contributions?	<input type="checkbox"/>	<input type="checkbox"/>	
For for-profit businesses only: Has an officer, controlling shareholder, or partner of the business made any contributions?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
For for-profit businesses only: Has an officer, controlling shareholder, or partner of the business solicited or served as an intermediary for any contributions?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Has an affiliate of the business made any contributions?	<input type="checkbox"/>	<input type="checkbox"/>	
Has an affiliate of the business solicited or served as an intermediary for any contributions?	<input type="checkbox"/>	<input type="checkbox"/>	
Has an officer, director, controlling shareholder, or partner of a for-profit affiliate of the business made any contributions?	<input type="checkbox"/>	<input type="checkbox"/>	
Has an officer, director, controlling shareholder, or partner of a for-profit affiliate of the business solicited or served as an intermediary for any contributions?	<input type="checkbox"/>	<input type="checkbox"/>	
Has the business or an affiliate of the business reimbursed another individual or business for a contribution that the individual or business has made?	<input type="checkbox"/>	<input type="checkbox"/>	
Has an officer, director, controlling shareholder, or partner of a for-profit business, or of a for-profit affiliate of the business, reimbursed another individual or business for a contribution that the individual or business has made?	<input type="checkbox"/>	<input type="checkbox"/>	
Has a political committee controlled by the business or by an affiliate of the business made any contributions?	<input type="checkbox"/>	<input type="checkbox"/>	
Has a political committee controlled by an officer, director, controlling shareholder, or partner of the for-profit business, or of a for-profit affiliate of the business, made any contributions?	<input type="checkbox"/>	<input type="checkbox"/>	

Additional information on every contribution must be disclosed. Please use the table provided on the next page.

Definitions

Affiliate	A parent, subsidiary, or otherwise affiliated entity of a business.
Applicant	An individual or business who has filed an application for City Financial Assistance.
Attribution Rules (Philadelphia Code §17-1405)	<p>The following attribution rules shall apply to determine what contributions shall be considered to be contributions of an Applicant or Consultant.</p> <p>(1) Contributions made by a member of an individual's Immediate Family shall be considered to be contributions made by the individual, but only if such contribution exceeds the maximum amount specified in §17-1404(1)(a). Only the amount of such contribution in excess of such maximum amount shall be attributed to the individual.</p> <p>(2) The following shall be considered a contribution by a Business:</p> <p>(a) A contribution made by any parent, subsidiary, or otherwise affiliated entity of a Business ("affiliate");</p> <p>(b) A contribution made by any Person for which they are reimbursed by such Business or affiliate.</p> <p>(c) A contribution from an officer, director, controlling shareholder or partner of such Business or affiliate, except that this provision shall not apply to not-for-profit Businesses or affiliates;</p> <p>(d) A contribution by a political action committee controlled by the Business or affiliate;</p> <p>(e) A contribution by a political action committee controlled by an officer, director, controlling shareholder or partner of such Business or affiliate (other than a not-for-profit Business or affiliate).</p>

<p>(3) A contribution to any political committee which, during the calendar year in which the contribution is made, itself makes contributions or gives financial support in excess of fifty percent of the committee's total receipts for that calendar year to a particular candidate for nomination or election to any elective City office or to a particular Incumbent, shall be considered a contribution to such candidate or Incumbent. A contribution to a political committee that has listed the names of any candidates on a registration statement filed pursuant to the Election Code (25 P.S. §3244) shall be considered a contribution to each such candidate.</p> <p>(4) Any other contribution made not directly to a candidate for nomination or election to any elective City office or Incumbent, but with the purpose and intent that the entity to whom the contribution is made will, directly or indirectly, make such contribution available to such candidate or Incumbent, shall be considered a contribution to such candidate or Incumbent.</p> <p>(5) Any contribution solicited by a Person shall be considered a contribution by such Person, and if a Person sponsors or hosts a fundraising event, then any contributions raised at such event shall be considered to be contributions by such Person. Any contribution solicited by an officer, director, controlling shareholder or partner of a Business or affiliate (other than a not-for-profit Business or affiliate) shall be considered a contribution by such Business, and if any officer, director, controlling shareholder or partner of a Business or affiliate (other than a not-for-profit Business or affiliate) sponsors or hosts a fundraising event, then any contributions raised at such event shall be considered to be contributions by such Business.</p> <p>(6) Any contribution for which a Person is an intermediary shall be considered as a contribution by such Person, and any contribution for which an officer, director, controlling shareholder or partner of a Business or affiliate (other than a not-for-profit Business or affiliate) is an intermediary shall be considered a contribution by such Business. For the purposes of the subsection, an "intermediary" means a Person who, other than in the regular course of business as a postal, delivery or messenger service, delivers a contribution from another Person to the recipient of such contribution.</p>	
<p>Business</p> <p>A corporation, limited liability company, partnership, association, joint venture or any other legal entity (including non-profit organizations).</p>	

Candidate	<p>Any individual who seeks nomination or election to public office, other than a judge of elections or inspector of elections, whether or not such individual is nominated or elected. An individual shall be deemed to be seeking nomination or election to such office if he or she has (1) received a contribution or made an expenditure or has given his or her consent for any other person or committee to receive a contribution or make an expenditure, for the purpose of influencing his or her nomination or election to such office, whether or not the individual has made known the specific office for which he or she will seek nomination or election at the time the contribution is received or the expenditure is made; or (2) taken the action necessary under the laws of the Commonwealth of Pennsylvania to qualify himself or herself for nomination or election to such office.</p>
Consultant	<p>An individual or business used by an applicant to assist in obtaining City Financial Assistance through direct or indirect communication by such individual or business with any City agency or any City officer or employee, or PIDC, PIDC-LDC or PAID or any officer or employee of PIDC, PIDC-LDC or PAID, if the communications is undertaken in exchange for, or with the understanding of receiving, payment from the applicant or any other individual or business (however, "Consultant" shall not include a full-time employee of the Applicant).</p>
Contribution (PA Election Code, 25 P.S. §3241)	<p>Any payment, gift, subscription, assessment, contract, payment for services, dues, loan, forbearance, advance or deposit of money or any valuable thing, to a candidate or political committee made for the purpose of influencing any election in this Commonwealth or for paying debts incurred by or for a candidate or committee before or after any election. "Contribution" shall also include the purchase of tickets for events such as dinners, luncheons, rallies and all other fundraising events; the granting of discounts or rebates not available to the general public; or the granting of discounts or rebates by television and radio stations and newspapers not extended on an equal basis to all candidates for the same office; and any payments provided for the benefit of any candidate, including any payments for the services of any person serving as an agent of a candidate or committee or a person whose expenditures the candidate or committee must report under this act. The word "contribution" includes any receipt or use of anything of value received by a political committee from another political committee and also includes any return on investments by a political committee.</p>
Financial Assistance	<p>Any grant, loan, tax incentive, bond financing subsidy for land purchase or otherwise, or other form of assistance that is realized by or provided to a Person in the amount of fifty thousand</p>

	dollars (\$50,000) or more through the authority or approval of the City, including, but not limited to, Tax Increment Financing (TIF) aid, industrial development bonds, use of the power or eminent domain, Community Development Block Grant (CDBG) aid or loans, airport revenue bonds, and Enterprise Zone or similar economic development zone designations (such as Keystone Opportunity Zones, Keystone Opportunity Expansion Zones, Keystone Opportunity Improvement Zones, and Economic Development District Zones), but not including any assistance to which a Person is entitled under a law enacted before the Person applied for or requested such assistance.
Immediate family	A spouse or life partner residing in the individual's household or minor dependent children.
Incumbent	An individual who holds elective City office.
Individual	Single persons whose business is not incorporated.
Intermediary	An individual or business, who, other than in the regular course of business as a postal, delivery or messenger service, delivers a contribution from another individual or business to the recipient of such contribution.
Political committee	Any committee, club, association or other group of persons which receives money or makes expenditures for purpose of influencing any election.
Solicit a Contribution	Requesting or suggesting that a person make a contribution. The sponsoring or hosting of a fundraising event is considered soliciting a contribution from the attendees of the event. Any contributions raised at such event are counted as a contribution made by the host of the event.

**EXHIBIT I
TO
SUBLEASE AGREEMENT**

FORM OF RECOGNITION AGREEMENT

RECOGNITION AGREEMENT

THIS RECOGNITION AGREEMENT (the "Agreement") is made this ____ day of _____, 20__, by the CITY OF PHILADELPHIA (the "City") acting through its Department of Parks and Recreation and its Department of Public Property, having an address at 1515 Arch Street, 10th Floor, Philadelphia, Pennsylvania 19102, in favor of Subtenant (as defined below).

WITNESSETH:

WHEREAS, the City is owner in fee simple of certain real property (the "Property") located in the City of Philadelphia, County of Philadelphia, Commonwealth of Pennsylvania, and shown on the plan attached hereto as Exhibit A and incorporated herein by this reference; and

WHEREAS, the City and Philadelphia Authority for Industrial Development ("Sublandlord"), entered into that certain Lease Agreement dated as of _____, 20__ (the "Master Lease"), wherein the City leased the Property to Sublandlord, and Sublandlord rented the Property from the City; and

WHEREAS, on _____, 20__, Sublandlord and Mann Center for the Performing Arts, a Pennsylvania not-for-profit corporation ("Subtenant"), having its principal place of business at 123 South Broad Street, Suite 1930, Philadelphia, Pennsylvania 19109, entered into that certain Sublease Agreement (the "Sublease") wherein Sublandlord leased the property more particularly described therein (the "Premises") unto Subtenant and Subtenant rented the Premises from the Sublandlord.

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the City hereby acknowledges and agrees as follows:

1. No default has occurred under the terms of the Master Lease, and the leasehold estate created thereby is, as of the date hereof, in full force and effect.
2. The City hereby consents to the terms of the Sublease and acknowledges and agrees to perform all obligations required of the City under the Sublease in accordance with the terms of the Sublease.
3. In the event the Master Lease and the leasehold estate of Sublandlord thereunder shall expire or is terminated by the City by summary proceedings or otherwise, the City covenants and agrees that provided Subtenant is not then in default under the terms of the Sublease beyond any applicable cure period thereunder, neither such expiration nor termination of the Master Lease shall result in a termination of the Sublease and that the Sublease shall continue for the duration of its term and any extension thereof as a sublease between a

replacement municipal authority to be designated by the City (the “Designee”) and the Subtenant, with the same force and effect as if the Designee had originally entered into the Sublease as the sublandlord thereunder, except that the Designee and the City shall not be: (i) liable for any act or omissions of Sublandlord before the Master Lease terminated; (ii) subject to any offsets or defenses which Subtenant had against Sublandlord under the Sublease before the Master Lease terminated (but Subtenant is not obligated to pay to City any offsets under the Sublease, permitted by its terms, taken before the Master Lease terminated); (iii) bound by any rent or additional rent paid by Subtenant to Sublandlord under the Sublease before the Master Lease terminated for more than the current month; or (iv) bound by any Sublease amendment made without City’s consent. City and Subtenant shall execute and deliver such instruments reasonably acceptable to both City and Subtenant as are reasonably required to effectuate the intent of this paragraph.

4. The City hereby covenants that any sale or assignment of the Property or of the Master Lease shall be made subject to the Sublease and the rights of Subtenant thereunder provided Subtenant is not then in default under the terms of the Sublease beyond any applicable cure period in the Sublease.

5. Subtenant shall not be named or joined in any action or proceeding by the City under the Master Lease to recover possession of the Property or for any other relief if Subtenant is not then in default under the terms of the Sublease beyond any applicable cure period in the Sublease.

6. Notwithstanding anything to the contrary set forth in the Master Lease, without the prior written consent of Subtenant, the Master Lease shall not be surrendered, canceled, amended or modified in any respect.

7. The City reserves the right by sending written notice to Subtenant at any time after the expiration of four (4) years from the date of this Agreement to rescind any financial obligations on the part of the City under this Agreement or the Sublease, provided, however, that at all times the City shall not disturb Subtenant's possession of the Premises if Subtenant is not then in default under the terms of the Sublease beyond any applicable cure period in the Sublease.

8. The parties may amend this Agreement only in writing. This Agreement benefits and binds each party, its successors, heirs and assigns.

[This space left intentionally blank. Signatures continue on next page.]

IN WITNESS WHEREOF, the City and Subtenant have executed this Recognition Agreement as of the day and year first above written.

APPROVED AS TO FORM:
Shelley R. Smith, City Solicitor

CITY OF PHILADELPHIA, by and through its

Per: _____
Terry A. Garfinkel
Deputy City Solicitor
City of Philadelphia Law
Department

DEPARTMENT OF PARKS AND RECREATION

By: _____
Michael DiBerardinis
Commissioner of Parks and Recreation

and its

DEPARTMENT OF PUBLIC PROPERTY

By: _____
Joan Schlotterbeck
Commissioner of Public Property

ATTEST:

MANN CENTER FOR THE PERFORMING ARTS

By: _____
Name: _____
Title: _____

By: _____
Catherine M. Cahill
President and CEO

COMMONWEALTH OF PENNSYLVANIA)
) ss.
COUNTY OF PHILADELPHIA)

On this ____ day of _____, 20__, before me, a Notary Public, the undersigned officer, personally appeared Michael DiBerardinis, who acknowledged himself to be the Commissioner of Parks and Recreation of the City of Philadelphia, and that he, as such Commissioner, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing on behalf of said City of Philadelphia as such Commissioner.

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

Notary Public

COMMONWEALTH OF PENNSYLVANIA)
) ss.
COUNTY OF PHILADELPHIA)

On this ____ day of _____, 20___, before me, a Notary Public, the undersigned officer, personally appeared Catherine M. Cahill, who acknowledged herself to be the President and CEO of Mann Center for the Performing Arts, a not-for-profit corporation, and that she, as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing on behalf of said corporation as such officer.

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

Notary Public

EXHIBIT A

EXHIBIT J
TO
SUBLEASE AGREEMENT

INVESTMENT IN CAPITAL IMPROVEMENTS AS OF THE
COMMENCEMENT DATE

EXHIBIT J

INVESTMENT IN CAPITAL IMPROVEMENTS AS OF THE COMMENCEMENT DATE

<u>Project</u>	<u>Total Investment Dollars</u>
Phase 1A&B Construction 2005-2007	\$14,631,535
Adjustments for non-qualifying expenses (unattached FFE or components with less than 7 year life) see attached.	
<u>Owner's Direct Work</u>	
Miscellaneous FFE	(\$3,689)
Operations and Maintenance	(\$58,437)
Telephone/Data	(\$1,680)
Wayfinding and Donor Recognition	(\$23,680)
Total Qualifying Dollars 2005-2007	\$14,544,049
Relocation of Tennis Courts and Various Site Improvements 2009-2010	\$1,499,696
Adjustment for Alternative Use of Funding	(\$293,982)
Total Qualifying Dollars 2009-2010	\$1,205,714
Grand Total Qualifying Dollars	\$15,749,763

**EXHIBIT K
TO
SUBLEASE AGREEMENT**

FORM OF REPORT OF FREE ADMISSIONS TO CULTURAL
EVENTS AND OUTREACH PROGRAMS

Education and Community Engagement
Series 20 Attendance Reporting Form

EXHIBIT "K"

Connecting Arts-N-Schools

Date	Artist	School	City Location	Address	2009 Participant	# of Participants	# of Workshops
4/16/2010	Universal African Dance and Drum Ensemble	Paul Robeson High School	West	4125 Ludlow St.	No	1	1
4/22/2010	Zen One Dance Collective	Spring School of the Arts	West	5210 Wyalusing Ave.	Yes	2	1
5/4/2010	Zen One Dance Collective	West Catholic High School	West	4501 Chestnut St.	Yes	3	1
5/5/2010	Latin Fiesta	Martha Washington School	West	766 North 44th St.	Yes	4	2
5/6/2010	Zen One Dance Collective	Penn Alexander School	West	4209 Spruce St.	No	5	2
5/13/2010	Zen One Dance Collective	Global Leadership Academy Charter School	West	5151 Warren St.	Yes	0	2
5/14/2010	Rock School for Dance Education	George A. McCall School	East	325 South 7th St.	Yes	0	2
5/18/2010	Rock School for Dance Education	Albert M. Greenfield School	Central	2200 Chestnut St.	Yes	0	2
5/19/2010	Rock School for Dance Education	Girard Academic Music Program	South	2200 W. Ritner St.	Yes	0	1
5/20/2010	Sharon Katz & The Peace Train	Andrew Hamilton School	West	5640 Spruce St.	No	0	2
5/21/2010	Universal African Dance and Drum Ensemble	Benjamin B. Consegys School	West	5100 Greenway Ave.	No	0	1
5/24/2010	Kutu Mele African Dance and Drum Ensemble	Gesu School	North	1700 West Thompson St.	No	0	2
5/25/2010	Universal African Dance and Drum Ensemble	KIPP West Philadelphia Preparatory Charter School	West	5900 Baltimore Ave.	No	0	1
5/26/2010	Sharon Katz & The Peace Train	Discovery Charter School	West	5070 Parkside Ave.	Yes	0	2
5/27/2010	Sharon Katz & The Peace Train	Sarnuel B. Huey School	West	5200 Pine St.	No	0	2
6/1/2010	Minas	Joseph Leidy School	West	1301 Belmont Ave.	Yes	0	2
6/2/2010	Sharon Katz & The Peace Train	John B. Kelly School	North	5116 Pulaski Ave.	Yes	0	2
6/3/2010	Kutu Mele African Dance and Drum Ensemble	Community Partnership School	North	1936 N. Judson St.	No	0	1
6/4/2010	Minas	Heston Academics Plus School	West	1621 N. 54th St.	No	0	2
6/7/2010	Universal African Dance and Drum Ensemble	Robert E. Lambertson Elementary	West	7501 Woodbine Ave.	No	0	1
6/10/2010	Universal African Dance and Drum Ensemble	Martin Luther King High School	North	6100 Stenton Ave.	No	0	1

Total Connecting Arts-N-Schools Participants 2010: 15

33

ArtsTeach @ The Mann
Connecting Arts @ The Center

Date	Artist	Location	# of Participants	# of Workshops
8/5/2010	Kuniko Yamamoto	Top of the Hill Tent	1	2
8/6/2010	Kuniko Yamamoto	Top of the Hill Tent	2	2

Total Connecting Arts @ The Center Participants 2010: 3

4

Greenfield Treasures

Date	Artist	Location	# of Participants	# of workshops
7/8/2010	Philadelphia Boys Choir	Field Education Center	1	2
7/9/2010	Philadelphia Sinfonia	Field Education Center	2	2
7/12/2010	Philadelphia Boys Choir	Field Education Center	3	2
7/15/2010	Jabali Acrobats	Field Education Center	4	2
7/20/2010	Hunt Family	Field Education Center	5	2
7/29/2010	Rock School for Dance Education	Field Education Center	0	2
7/30/2010	Rock School for Dance Education	Field Education Center	0	2
8/9/2010	Universal African Dance and Drum Ensemble	Top of the Hill Tent	0	2
8/11/2010	Universal African Dance and Drum Ensemble	Top of the Hill Tent	0	2

Total Greenfield Treasures Participants 2010: 15 18

In Touch With Tiny Tots

Date	Artist	Location	# of Participants	# of workshops
5/11/2010	RAGGS Live Dance Party	Girard Academic Music Program Auditorium	1	1
5/12/2010	RAGGS Live Dance Party	Girard Academic Music Program Auditorium	2	1
5/26/2010	Michael Cooper: Masked Marvels and Wondertales	World Caf� Live	3	1

Total In Touch With Tiny Tots Participants 2010: 6 3

Meet the Artist

Date	Artist	School	Address	# of Participants	# of workshops
5/28/2010	Michael Varkamp and band with Michael Ray	Girard Academic Music Program	2200 W. Ritner Street	1	1
6/3/2010	Traveling Guitar Foundation with Derek McKeith	Girard Academic Music Program	2200 W. Ritner Street	2	1
9/21/2010	Mark Nadler	Girard Academic Music Program	2200 W. Ritner Street	3	1

Total Meet the Artist Participants 2010: 6 3

Total ArtsTeach Participants 2010: 30

Young People's Concert Series

Date	Performance	Artist(s)	# of Participants
7/7/10	Songs From Our Children	Philadelphia Boys Choir, Philadelphia Sinfonia	1
7/14/10	Kenya ALIVE!	Jabali African Acrobats, Jabali Afrika Beat Keepers	2
7/21/10	Fiddlin' In Philly	Hunt Family	3
8/3/10	Rhapsody of Rock	Rock School for Dance Education	4
8/10/10	Dance Voyage	Danza Mexican Dance Company, Coyle School of Irish Dance, Universal African Dance and Drum Ensemble	5

Total Young People's Concerts Participants 2010: 15

Total Participants 2010: 60

ACCESS THE ARTS PROGRAM									
SERIES 20 REPORTING FORM									
Organization/Company Name	Address 1	City	State	POA	POA	POA	The NY Pops	Chamber	Totals
Community Legal Services	1424 Chestnut	Philadelphia	PA	1	1	1	1	1	6
EducationWorks	3149 Germantown	Philadelphia	PA, 19133	2	2	2	2	2	12
Peirce College	1420 Pine Street	Philadelphia	PA	3	3	3	3	3	18
Resources for Human Development, Inc.	4700 Wissahickon	Philadelphia	PA	4	4	4	4	4	24
Women's Resource Center	P.O. Box 596	Wayne	PA	5	5	5	5	5	30
The Franklin Institute	222 N. 20th Street	Philadelphia	PA						0
Archdiocesan Boy Choir of Philadelphia	5033 Cedar Avenue	Philadelphia	PA						0
LGO (Life Goes On)	258 Ellis Rd.	Havertown	PA, 19083						0
Free Library of Philadelphia/Falls of	c/o Falls of	Philadelphia	PA						0
Hospice and Palliative Care, The Home	240 Radnor Chester	Radnor	PA						0
DBSA Philadelphia Healing Hearts	1128 Arrott Street	Philadelphia	PA						0
Haddonfield Child Care	PO Box 107	Haddonfield	NJ						0
Uptown Entertainment and Development	2227 N. Broad	Philadelphia	PA						0
Lehigh County Senior Center	1633 Elm Street	Bethlehem	PA						0
Eastern University	1300 Eagle Road	St. Davids	PA, 19087						0
The Birth Center	918 County Line	Bryn Mawr	PA						0
Mainstream/Mental Health	5070 Parkside Ave.	Philadelphia	Pennsylvania						0
Unitarian Society of Germantown	6511 Lincoln Drive	Philadelphia	PA, 19119						0
Family & Community Svc Delco	600 North Olive	Media	PA						0
Belmont Center for Comp Tmt	4200 Monument	Phila	Pa, 19131						0
First Presbyterian Church in Germantown	35 W. Chelton	Philadelphia	PA-19144						0
Church of the Redeemer	230 Pennswood Rd	Bryn Mawr	PA						0
Friends of Walnut West Library	4025 Walnut Street	Philadelphia	PA 19104						0
Wayne Senior Center	108 Station Road	Wayne	PA						0
Good Company									0
Questers - Museum Pieces	713 South Settlers	Warrington	PA 18976						0
Rep. Babette Josephs	1528 Walnut Street	Philadelphia	PA						0
The SHARE Food Program, Inc.	2901 W. Hunting	Philadelphia	PA						0
Main Line Symphony Orchestra	407 Woodland	Wayne	PA						0
Focus On Literacy, Inc	326 Dunder Drive	Williamstown	NJ, 08094						0
University Lutheran Church	13637 Chestnut	Philadelphia	PA						0
Penn Home Care & Hospice Services	150 Monument	Bala Cynwyd	Pennsylvania						0
University of Pennsylvania - Center for	480 Reeds Road	Downingtown	PA						0
McKinley School	423 Poplar Street	Philadelphia	PA						0
Delaware County Youth Orchestra	220 Myrtle Avenue	Havertown	PA, 19083						0
School District of Phila.	8004 Winston Road	Philadelphia	PA 19118						0
School District of Phila.	8004 Winston Road	Philadelphia	PA 19118						0
Delaware Valley Community Health	1412 Fairmount	Philadelphia	PA						0
Delaware Valley Community Health	1412 Fairmount	Philadelphia	PA						0
Friends of the Huntingdon Valley Library	625 Red Lion Rd	Huntingdon	PA, 19006						0

Friends of Fox Chase Farm	P.O.Box 24756	Phila	PA	
Good Company	313 Church Road	Jenkintown	Pa	
GAUDENZIA INC.	110 WESTTOWN	WEST	PA 19382	
Drexel University, Department of Performing Arts	3141 Chestnut	Philadelphia	PA	
Osher Lifelong Learning Institute at Temple	1515 Market Street	Philadelphia	PA	
main line rehab associates	668 exoton commons	exoton	pa	
Lehigh County Senior Center				
Palmer Seminary	6 E. Lancaster Ave.			
NFB of PA	42 S. 15th Street			
NFB of PA	42 S. 15th Street	Philadelphia	PA	
Temple Israel Upper Darby - Havurah	525 Midvale Road	Upper Darby	PA	
Abington School District	970 Highland	Abington	PA	
The Wellness Community of Phila.	Chamounix Dr., W.	Phila.	PA	
kardon institute for arts therapy				
Palmer Seminary	6 E. Lancaster Ave.	Wynnewood	Pa.	
New Horizons Senior Center	P.O. Box 85	Narberth	PA 19072	
Community Design Collaborative	1216 Arch Street	Philadelphia	PA	
Center City Residents Association	1616 Walnut Street	Philadelphia	PA	
Nutritional Development Services	111 S. 38th st	Phila	PA	
Nutritional Development Services	111 S. 38th st	Phila	PA	
Villanova University	Office of Music	Villanova	PA, 19085	
New World Association	9857 Busleton	Philadelphia	PA	
Homestead Recreation	120 Homestead	Columbus	NJ	
Community In School	2498 Westmoreland	Phila	PA	
Chinese Musical voices	1001 Kingston Drive	Cherry Hill	NJ	
Drexel University College of Nursing and Health Professions	Mail Stop 501	Phila	PA 19102	
ArtReach	1819 JFK Blvd.	Philadelphia	PA	
Jewish Federation of Greater Philadelphia	2100 Arch Street	Philadelphia	PA	
Tabernacle United Church	37th and Chestnut	Philadelphia	PA	
Tabernacle United Church	37th and Chestnut	Philadelphia	PA	
Tabernacle United Church	37th and Chestnut	Philadelphia	PA	
William Penn House	1919 Chestnut St	Philadelphia	PA, 19103	
COMHAR, INC.	3147 Emerald St	Philadelphia	PA.	
Devereux	444 Devereux Drive	Villanova	PA	
COMHAR, INC.	3147 Emerald St	Philadelphia	PA, 19134	
Gwynedd-Mercy College	1327 Sumneytown	Gwynedd	PA 190437	
The Partnership CDC	4020 Market Street	Philadelphia	PA	
Bethanna	1212 Wood Street	Philadelphia	PA	
Communities In Schools Of Philadelphia	2498 W. Diamond	Philadelphia	Pa	
Tredyffrin Public Library	582 Upper Gulph	Strafford	PA	
Eagleville Hospital	100 Eagleville Rd.	Eagleville	PA 19408	
Katz JCC	1301 Springdale	Cherry Hill	NJ	
martins run	11 martins run	media	pa	
Sisters of St. Joseph Earth Center	9701 Germantown	Philadelphia	PA	
TJU/TJUH-Jefferson Foundation	925 Chestnut St.	Philadelphia	PA	
Berlin Medical Assoc.	175 Cross Keys	Berlin	New Jersey	

