

**AMENDED AND RESTATED LEASE AND
REDEVELOPMENT AGREEMENT**

between

PHILADELPHIA REDEVELOPMENT AUTHORITY

as Landlord

and

PR GALLERY I LIMITED PARTNERSHIP

as Tenant

For a portion of the property commonly known as
The Gallery Mall, Philadelphia, Pennsylvania

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AMENDED AND RESTATED LEASE AND REDEVELOPMENT AGREEMENT

THIS AMENDED AND RESTATED LEASE AND REDEVELOPMENT AGREEMENT (the "Lease") made this ____ day of _____, 2015 by and between **PHILADELPHIA REDEVELOPMENT AUTHORITY** (formerly known as the Redevelopment Authority of the City of Philadelphia), a public body and body corporate and politic, duly created and organized pursuant to, and in accordance with, the provisions of the Urban Redevelopment Law of May 24, 1945 of the Commonwealth of Pennsylvania and laws supplemental thereto (the "Landlord") and **PR GALLERY I LIMITED PARTNERSHIP**, a Pennsylvania limited partnership (the "Tenant").

BACKGROUND

A. Gallery I.

(i) Landlord and Rouse Philadelphia, Inc. ("Rouse"), as tenant, entered into a lease dated December 16, 1975 (the "Original Gallery I Lease"), for certain space in the building commonly known as the Gallery I shopping center ("Gallery I"), having an address of 833, 901 and 905 Market Street, bounded by the Strawbridge Building (hereinafter defined) to the east, the Gimbels Building (hereinafter defined) to the west, Market Street to the south, and Filbert Street to the north, in the City of Philadelphia.

(ii) The Original Gallery I Lease was supplemented by Letter of Agreement dated November 10, 1976 (the "Letter Agreement"), as evidenced by a Memorandum thereof dated November 10, 1976, and recorded on December 6, 1976, in the Philadelphia Department of Records at Deed Book DCC 1266, Page 325 (the "Memorandum"), as amended by an Amended Memorandum of Lease dated July 25, 1977, and recorded on July 29, 1977, in Deed Book DCC 1437, Page 321 (the "Amended Memorandum"), and as further amended by a Second Amendment to Memorandum of Lease dated May 31, 1978, and recorded on June 2, 1978, in Deed Book DCC 1668, Page 215 (the "Second Amended Memorandum").

(iii) Rouse subsequently merged into Gallery at Market East LLC ("GME") and thereafter, by Assignment of Lease dated April 25, 2003, and recorded on May 2, 2003, as Document No. 50662475 (the "First Assignment"), all of GME's right, title, and interest in the Original Gallery I Lease, the Letter Agreement, the Memorandum, the Amended Memorandum and the Second Amended Memorandum were assigned to Gallery Title LLC ("Gallery Title"), which assumed all obligations and responsibilities of GME thereunder. By Assignment of Lease dated June 3, 2003, and recorded on June 18, 2003 as Document No. 50692556 (the "Second Assignment"), all of Gallery Title's right, title and interest in the Original Gallery I Lease, the Letter Agreement, the Memorandum, the Amended Memorandum and the Second Amended Memorandum were assigned to Tenant, which assumed all obligations and responsibilities of Gallery Title thereunder.

(iv) The Original Gallery I Lease, the Letter Agreement, the Memorandum, the Amended Memorandum and the Second Amended Memorandum were thereafter amended by that certain Amendment of Lease between Landlord and Tenant dated as of January 2, 2012 (the "2012 Amendment"), as amended by that certain Letter Agreement between Landlord and

Tenant dated January 31, 2012 (the "2012 Letter Agreement"), and as further amended by that certain undated Letter Agreement between Landlord and Tenant regarding window installation (the "Window Installation Letter Agreement"). The Original Gallery I Lease, the Letter Agreement, the Memorandum, the Amended Memorandum, the Second Amended Memorandum, the 2012 Amendment, the 2012 Letter Agreement and the Window Installation Letter Agreement shall be referred to herein, collectively, as the "Gallery I Lease."

B. Gallery II.

(i) Landlord and The Market Street East Joint Venture ("MSEJV"), a Pennsylvania general partnership, as tenant, entered into a Lease dated March 19, 1982, and recorded with the Philadelphia Department of Records at Deed Book EFP 441, Page 1 (the "Original Gallery II Lease"), for certain space in the building commonly known as the Gallery II shopping center ("Gallery II"), having an address of 1001-1019 Market Street and bounded generally by Eleventh and Tenth Streets and Market and Filbert Streets in the City of Philadelphia. The Original Gallery II Lease was amended by that certain First Amendment to Lease dated October 1, 1982, and recorded in Deed Book EFP 594, Page 434 (the "1982 Amendment"). The Original Gallery II Lease and 1982 Amendment were subsequently amended and restated by that certain Amended and Restated Lease dated September 29, 1983, and recorded in Deed Book EFP 855, Page 233 (the "Amended and Restated Gallery II Lease").

(ii) By that certain Assignment of Interest in Lease dated August 21, 1984, and recorded in Deed Book JAP 5, Page 552 (the "1984 Assignment"), all of MSEJV's right, title, and interest in the Amended and Restated Gallery II Lease was assigned to the Public School Employees' Retirement Board (transacting business in the name of Public School Employees' Retirement System) ("PSERB"), which assumed all obligations and responsibilities of MSEJV thereunder.

(iii) By that certain Assignment of Lease and Sublease dated March 31, 1994, and recorded in Deed Book VCS 579, Page 163 (the "1994 Assignment"), all of PSERB's right, title, and interest in the Amended and Restated Gallery II Lease was assigned to Keystone Philadelphia Properties, Inc. ("KPPI"), a Pennsylvania non-profit corporation, which assumed all obligations and responsibilities of PSERB thereunder.

(iv) The Amended and Restated Gallery II Lease was thereafter amended, inter alia, by that certain Amended and Supplemented Lease Agreement dated July 6, 2000 (effective August 1, 2000) (the "July 2000 Amendment"), and recorded November 6, 2000, as Document No. 50165957, pursuant to which certain premises for the use of the Old Navy Store were added to the leasehold estate of the Amended and Restated Gallery II Lease. The Amended and Restated Gallery II Lease, as amended by the July 2000 Amendment, was further amended by that certain Amendment to Lease and Amended and Supplemented Lease Agreement dated August 1, 2000 ("August 2000 Amendment"), and recorded January 9, 2001, as Document No. 50196450. The Amended and Restated Gallery II Lease, as amended heretofore, including, without limitation, by the July 2000 Amendment and the August 2000 Amendment, is herein referred to as the "Gallery II Lease."

(v) Pursuant to an Agreement and Plan of Merger dated on or about February 23, 2004, KPPI merged into Keystone Philadelphia Properties, LP ("PREIT Keystone"). That certain Confirmatory Assignment and Assumption Agreement dated February 23, 2004, and recorded March 3, 2004, as Document No. 50879586, by and between KPPI and PREIT Keystone confirmed the assignment of the Gallery II Lease to PREIT Keystone, which assumed all obligations of KPPI thereunder.

C. JCP Building.

(i) Landlord and J.C. Penney Properties, Inc. ("Penney"), entered into that certain Indenture of Lease dated as of March 19, 1982, and recorded on April 12, 1982, in Deed Book EFP 440, Page 339 (the "Original JCP Building Lease"), pertaining to the property at 1025 Market Street and bounded generally by Gallery II to the east, Eleventh Street to the west, Market Street to the south, and Filbert Street to the north, in the City of Philadelphia (the "JCP Building").

(ii) Thereafter, Landlord and Penney entered into a First Amendment to Indenture of Lease dated October 11, 1982, and recorded on November 10, 1982, in Deed Book EFP 594, Page 425 (the "JCP First Amendment"). Landlord and Penney then entered into a Commencement Agreement dated October 6, 1983 (the "JCP Commencement Agreement"), and recorded on October 13, 1983, in Deed Book EFP 859, Page 46, which further supplemented the Original JCP Building Lease and the JCP First Amendment. Landlord and Penney then entered into a Second Amendment to Indenture of Lease dated September 27, 1993 (the "JCP Second Amendment"). Landlord and Penney then entered into a Third Amendment to Indenture of Lease dated May 5, 2001 (the "JCP Third Amendment").

(iii) By Agreement dated March 30, 1995, by and between Landlord and KPPI (the "1995 Assumption Agreement"), Landlord granted KPPI the option (the "Option") and right to assume the Original JCP Building Lease, as amended by the JCP First Amendment, JCP Second Amendment and JCP Third Amendment, and as thereafter amended, under certain conditions and upon the event that Penney terminated its interests in the Original JCP Building Lease, as amended by the JCP First Amendment, JCP Second Amendment and JCP Third Amendment, prior to the expiration of its term. On June 28, 2001, Penney gave notice of its intent to terminate its operating covenant and its interests in the JCP Building and the Original JCP Building Lease, as amended by the JCP First Amendment, JCP Second Amendment and JCP Third Amendment, effective March 31, 2002, and, as of such date, KPPI had the right, pursuant to the 1995 Assumption Agreement, to exercise its Option.

(iv) By Agreement dated as of April 1, 2002, between Landlord and KPPI, as amended by Amendment to Agreement dated as of July 9, 2002, and by Second Supplement to Agreement dated as of August 13, 2002, and by Third Amendment to Agreement dated as of September 24, 2002 (as amended, collectively, the "JCP Interim Agreement"), Landlord granted to KPPI an extension of the Option and the parties thereto agreed upon the allocation and payment of expenses relating to certain portions of the JCP Building during the period of time specified therein.

(v) By that certain Assignment of the 1995 Assumption Agreement and JCP Interim Agreement dated October 1, 2002, but effective as of March 31, 2002 (the "2002 JCP Assignment"), between KPPI and Center City East Retail, Inc. ("CCER"), with Landlord's consent, KPPI assigned and transferred to CCER, and CCER assumed, all of KPPI's rights and obligations under the 1995 Assumption Agreement and the JCP Interim Agreement, including specifically the right and option to assume the Original JCP Building Lease, as amended by the JCP First Amendment, JCP Second Amendment and JCP Third Amendment. Thereafter, by that certain Exercise of Option and Assumption of Amended Lease dated October 1, 2002, but effective as of March 31, 2002 (the "JCP Exercise"), CCER did exercise its option to, and did, assume the Original JCP Building Lease, as amended by the JCP First Amendment, JCP Second Amendment and JCP Third Amendment.

(vi) On September 30, 2002, effective March 31, 2002, and recorded on October 4, 2002 as Document No. 50538253, Landlord and CCER entered into that certain Amended and Restated Indenture of Lease (as amended from time to time, the "JCP Building Lease"), wherein the parties fully amended and restated the terms of the Original JCP Building Lease, as amended by the JCP First Amendment, JCP Second Amendment and JCP Third Amendment. Thereafter, Landlord and CCER entered into that certain Lease Commencement Agreement dated December 16, 2002, and recorded February 4, 2003 as Document No. 50608611 (the "2002 Commencement Agreement").

(vii) In accordance with that certain Confirmatory Assignment and Assumption Agreement between CCER and PREIT Keystone dated February 23, 2004, and recorded March 3, 2004 as Document No. 50879585 (the "2004 Assumption Agreement"), CCER assigned its interest in the JCP Building Lease to PREIT Keystone.

(viii) The Gallery I Lease, Gallery II Lease, and JCP Building Lease as they were in effect immediately prior to the Effective Date are sometimes collectively referred to as the "Gallery Leases." The properties and improvements thereon that encompass Gallery I, Gallery II, and the JCP Building are collectively referred to herein as the "Gallery Mall." The Gallery Mall includes, whether leased or not by Tenant pursuant to the Gallery Leases, the publicly accessible pedestrian areas located within or adjacent to Gallery I, Gallery II, and the JCP Building, including the pedestrian concourse beneath Gallery I and a portion of the Strawbridge Building, the pedestrian concourse beneath and the bridge over Ninth Street (each located within Gallery I), the pedestrian concourse beneath and the bridge over Tenth Street (connecting Gallery II and the 907 Market Property, the pedestrian bridges over Filbert Street connecting with parking garages and the area defined herein as the Truck Tunnel and Truck Ramp).

D. 907 Market Property.

(i) Pursuant to that certain Deed dated April 15, 2013, PR 907 Market LP, a Delaware limited partnership ("907 LP"), is the record owner of certain real property located in Philadelphia, Pennsylvania, previously occupied by Gimbels Department Store and commonly known as 907-937 Market Street (the "907 Market Property") generally bounded by Gallery I to the east, Tenth Street to the west, Market Street to the south, and Filbert Street to the north.

E. Strawbridge Building.

(i) PREIT Rubin, Inc. (“PRI”) is the owner of the Department Store Unit (the “Strawbridge Department Store Unit”) of a condominium located at 801 Market Street created pursuant to that certain Declaration of Condominium Eighth & Market Condominium dated November 20, 2001, and recorded on December 5, 2001 as Document No. 50369642, as amended by that certain Amendment to Declaration of Condominium Eighth & Market Condominium dated December 6, 2002 and recorded on December 31, 2002 as Document No. 50587029, (and re-recorded as Document No. 50587030), and by that certain Second Amendment to Declaration of Condominium Eighth & Market Condominium dated May 17, 2012 and recorded on May 31, 2012 as Document No. 52490377.

(ii) PRI subjected the Strawbridge Department Store Unit to that certain Declaration of Condominium of Unit 1 801 Market Street Subcondominium dated May 30, 2012, and recorded on May 31, 2012 as Document No. 52490378 (the “Subcondominium”). The Subcondominium is comprised of three condominium units, Unit 1 A-C, Unit 1 D, and Unit 1 E-H (“Subcondominium Units”).

(iii) The owner of Unit 1 A-C is 801 4-6 Fee Owner LP. The owner of Unit 1 D is 801 C-3 Fee Owner LP. The owner of Unit 1 E-H is 801 C-3 Fee Owner LP (collectively, the “Subcondominium Owners”)

(iv) C21 Philadelphia LLC (“Century 21”) leases a portion of Unit 1 E-H pursuant to which material improvements are anticipated to be made to certain common areas of the Gallery Mall, and such improvements are a part of the Gallery Mall Redevelopment Project.

F. Aramark Building. The land, structures, and buildings comprising the property located at 1101 Market Street (“Aramark Building”), are owned by Girard Estate Fee and leased to Girard Estate Leasehold as of the date of this Lease.

G. Mall Maintenance Corporations.

(i) Philadelphia Authority for Industrial Development (“PAID”), the City of Philadelphia (“City”), Landlord, 907 LP (as successor-in-interest to Gimbel Brothers, Inc.), PRI (as successor-in-interest to Strawbridge & Clothier), Tenant (as successor-in-interest to Rouse Philadelphia, Inc.) and Mall Maintenance Corporation (“MMCI”) are parties to that certain Mall Maintenance Contribution Agreement dated May 15, 1979 (as amended from time to time, collectively, “Gallery I Maintenance Agreement”). The Gallery I Maintenance Agreement sets forth, inter alia, the responsibility of MMCI to maintain portions of Gallery I and the various financial and other contributions to MMCI by the parties thereto. The Market Street East Development Company (“MSEDC”) is a member of MMCI, although not a signatory to the Gallery I Maintenance Agreement.

(ii) Landlord, PAID, the City, PREIT Keystone (as successor-in-interest to MSEJV and as successor-in-interest to Penney), Girard Estate Leasehold as successor-in-interest to One Reading Center Associates), and Mall Maintenance Corporation II (“MMCI II”) are parties to that certain Gallery II Mall Maintenance Agreement dated March 19, 1982 and recorded on April 12, 1982 in Deed Book EFP 441, Page 411 (as amended from time to time, collectively,

“Gallery II Maintenance Agreement”). The Gallery II Maintenance Agreement sets forth, inter alia, the responsibility of MMCII to maintain Gallery II, portions of the JCP Building and the Aramark Building and the various financial and other contributions to MMCII by the parties thereto.

(iii) The Gallery I Maintenance Agreement and the Gallery II Maintenance Agreement are sometimes herein referred to collectively as the “Existing Maintenance Agreements” and MMCI and MMCII are sometimes herein referred to collectively as the “Mall Maintenance Corporations.”

H. Amendment and Restatement of Gallery Leases.

(i) Landlord, the City, PAID and Tenant each share an interest in revitalizing East Market Street in a way that better links Chinatown, the recently expanded Pennsylvania Convention Center, Independence Mall and the surrounding neighborhoods in order to, without limitation, improve and increase the available retail, dining and entertainment options. The City and Landlord have determined that a revitalized East Market Street neighborhood will spur private sector investment, create employment opportunities, enhance tax revenues, increase property values, and encourage redevelopment of underperforming properties in the area and, in doing so, will enhance the quality of life for Philadelphians and the experience of conventioners and other visitors to the City. To achieve these objectives, Tenant has proposed and Landlord wishes to encourage the redevelopment of the Gallery Mall, (the “Gallery Mall Redevelopment Project”) (as more fully described herein) as well as the redevelopment of the Strawbridge Department Store Unit, the 907 Market Property and certain public right of way areas (collectively, with the Gallery Mall Redevelopment Project, the “Entire Redevelopment Project”), all as more fully described herein.

(ii) To facilitate Tenant’s efforts in subleasing, financing and otherwise implementing these redevelopment objectives, Landlord supports Tenant’s interest in streamlining the legal framework applicable to the Gallery Mall.

(iii) Landlord and Tenant have determined that certain portions of the existing Gallery Leases have been satisfied or are no longer applicable and other provisions should be amended to make more efficient the future operation of the Gallery Mall as envisioned by the parties; Landlord and Tenant therefore desire to restate and clarify their obligations under each of the existing Gallery Leases and to provide for consistent leases that are more conducive to improving the Gallery Mall. Accordingly, the parties are simultaneously with the execution of this Lease entering into an Amended and Restated Lease and Redevelopment Agreement with respect to the JCP Building Lease (“New Amended and Restated JCP Lease”) and an Amended and Restated Lease and Redevelopment Agreement with respect to the Gallery II Lease (“New Amended and Restated Gallery II Lease.”)

(iv) Additionally, certain disputes have arisen between the parties to the Gallery Leases and the Existing Maintenance Agreements concerning payment of rent and other sums due and the performance of certain maintenance obligations which the parties desire to resolve and settle as set forth herein.

I. Elimination of Mall Maintenance Corporations.

(i) Consistent with their desire to consolidate lease obligations, resolve existing disputes, and facilitate the Entire Redevelopment Project, Landlord and Tenant wish to simplify the manner by which maintenance and repair of the Gallery Mall is administered and performed.

(ii) Landlord and Tenant have determined to cause the dissolution of the Mall Maintenance Corporations and the termination of the Existing Maintenance Agreements and to provide for Tenant's assumption of, without limitation, all maintenance and repair obligations with respect to the Gallery Mall.

J. Purposes of and Consideration for Leases. For the reasons and to achieve the objectives, inter alia, set forth in the background recitals above, Landlord and Tenant desire to simultaneously enter into this Lease, the New Amended and Restated JCP Lease and the New Amended and Restated Gallery II Lease for purposes of (i) amending and restating the Gallery Leases in their entirety and the release of all claims thereunder; (ii) providing for the termination of the Existing Maintenance Agreements, dissolution of the Mall Maintenance Corporations, and the release of all claims thereunder; (iii) providing for the development by Tenant of the Gallery Mall Redevelopment Project as well as the Entire Redevelopment Project pursuant to the terms hereof; and (iv) defining the obligations of Tenant with respect to the future operation and maintenance of the Gallery Mall.

NOW, THEREFORE, in consideration of Ten Dollars (\$10.00) each to the other in hand paid, the receipt and sufficiency of which are hereby acknowledged, and the mutual covenants contained herein, and other good and valuable consideration, the parties, intending to be legally bound, hereby agree as follows:

1. **Recitals/Defined Terms/Antecedent Leases.**

1.1 Recitals. The background recitals set forth above are incorporated herein by reference as if set forth in full.

1.2 Defined Terms. Initially capitalized terms that are used, but not defined in the body of this Lease have the meanings ascribed to such terms in Exhibit 1.2, attached hereto and made a part hereof.

1.3 Antecedent Lease. The Gallery I Lease is wholly superseded and replaced by this Amended and Restated Lease Agreement, except that any pre-existing access or use right or easement appurtenant to the Gallery I Lease (the "Appurtenant Rights" as defined in Exhibit 5.1) or the underlying fee, and any such rights granted in the Gallery I Lease in favor of or benefiting third parties, shall remain and continue in full force and effect.

2. **Term.**

2.1 Effective Date; Term. The Effective Date is the date on which all of the conditions precedent set forth in Section 3.1 have been satisfied but in no event later than ninety (90) days after the satisfaction of the condition set forth in Section 3.1.3, unless such period is

extended by Landlord in its reasonable discretion. The term of the Lease as amended hereby (the "Term") shall expire on December 31, 2084; provided, however, upon receipt of confirmation from the United States Department of Transportation and other applicable Federal entities (collectively, "DOT") that the Term may be extended, the Term shall be extended to July 31, 2106 or such lesser period as may be confirmed by DOT (the "Expiration Date"), unless sooner terminated as provided herein. The parties shall, promptly upon request, execute a recordable confirmation of the Effective Date that shall conclusively establish the Effective Date and, if confirmation from DOT for the extended Term is obtained, confirming the Expiration Date.

3. **Conditions Precedent.**

3.1 Conditions Precedent to Effectiveness of Lease. The following conditions set forth in this Section 3.1 shall be satisfied prior to the Effective Date.

3.1.1 Assumption of Maintenance and Repair Obligations and Termination of Gallery I Maintenance Agreement. The Tenant shall have caused the Gallery I Maintenance Agreement to be terminated in accordance with the Termination Agreement in substantially the form set forth in Exhibit 3.1.1 and shall have assumed all maintenance and repair obligations for the Premises and the Non-Premises Common Areas as set forth more fully herein. Landlord shall reasonably cooperate in support of Tenant's efforts to terminate the Gallery I Maintenance Agreement and Tenant's subsequent efforts to dissolve MMCI provided, however, Landlord shall not be required to expend funds in connection with such cooperation.

3.1.2 Board and Other Approvals. The execution of this Lease, the New Amended and Restated JCP Lease and the New Amended and Restated Gallery II Lease and any related documents and actions, the termination of the Gallery I Maintenance Agreement and the dissolution of MMCI shall have been approved by PREIT's board, Macerich's board, Landlord's board and PAID's board.

3.1.3 City Council Approvals. All ordinances required for the following matters shall have been passed by City Council in form and substance reasonably satisfactory to Tenant and Landlord, and, if necessary, approved by the Mayor of the City: (a) the approval and execution by the Landlord of this Lease and any related documents, the New Amended and Restated JCP Lease and the New Amended and Restated Gallery II Lease; (b) the approval of Tax Increment Financing for the Entire Redevelopment Project; (c) providing funding through PAID for the construction and maintenance of the Public Access Area and the execution of any ancillary agreements required in connection therewith; (d) the approval of an amendment to the existing Urban Redevelopment Plan for the Entire Redevelopment Project; (e) the conveyance from the City to Landlord of City-owned portions of the Premises and Conveyance Premises, as applicable, not currently owned by Landlord but contemplated to be conveyed to Tenant; (f) the termination of the Gallery I Maintenance Agreement and prompt subsequent dissolution of MMCI; (g) termination of the Gallery II Maintenance Agreement and dissolution of MMCI upon terms set forth in the New Amended and Restated Gallery II Lease and the New Amended and Restated JCP Lease; (h) the LFS Ordinance Amendments (defined in Exhibit 1.2); (i) an ordinance permitting certain encroachments over the sidewalks; and (j) the introduction (but not passage) of an ordinance creating a Neighborhood Improvement District for the Entire

Redevelopment Project. Tenant acknowledges that it has reviewed and approved of the form of each ordinance introduced to City Council pursuant to the provisions of this Section.

3.1.4 Plan Approval. The plans for the Entire Redevelopment Project shall have been approved in writing by Landlord as set forth in Section 9.2.1.

3.1.5 Guaranty. Each Guarantor shall have executed and delivered a guaranty in the form set forth in Exhibit 30 (“Guaranty”).

3.1.6 Public Access Area Funding Agreements. Execution by (i) PAID and PREIT (or its designee); and (ii) PAID and the City of all agreements required in connection the grant of the Public Access Area Funding.

3.1.7 801 Easement. The execution and delivery by 801 C-3 Fee Owner LP of the 801 Easement.

3.2 Conditions Precedent to the Gallery Mall Redevelopment Project. The conditions set forth in this Section 3.2 shall be satisfied by Tenant prior to commencement of construction of the Gallery Mall Redevelopment Project, and, in all events, within eighteen (18) months from the Effective Date. The satisfaction of these conditions is for the benefit of Landlord and no failure of any condition shall excuse the Tenant’s obligation to complete the Entire Redevelopment Project as set forth in Section 9.

3.2.1 Project Funding. Tenant shall have provided Landlord with evidence of available funds to complete the Entire Redevelopment Project together with the proposed budget for the Entire Redevelopment Project and a corresponding sources and use analysis. The foregoing requirement will be satisfied upon Tenant’s delivery to Landlord of its written certification that it has access to sufficient funds to commence and complete the Redevelopment Project, setting forth, in general terms, the sources and uses of such funds.

3.2.2 Contract Execution. Tenant shall have provided Landlord with a list of all major executed contracts required for the design, development and construction of the Gallery Mall Redevelopment Project, together with the identity of the contractors thereunder.

3.2.3 Changes to Approved Plans. Landlord shall have approved any changes to the Approved Plans that, pursuant to the provisions of Section 9.2, require the approval of Landlord.

3.2.4 Permits and Approvals. All permits and approvals required in connection with the design, development and construction of the Gallery Mall Redevelopment Project in accordance with the Approved Plans have been issued (except for those permits and approvals that are required to be issued in the future after the occurrence of a sequence of events for the Gallery Mall Redevelopment Project) such that Tenant may commence the Gallery Mall Redevelopment Project promptly after Landlord issues the Notice to Proceed and Tenant shall have provided Landlord with an affidavit stating that the Approved Plans are consistent with plans approved by the Department of Licenses & Inspections for issuance of such permits. Notwithstanding the foregoing, provided that Tenant has proceeded diligently to timely submit applications that are based on the Approved Plans and that are consistent with applicable

building, fire and other codes within eighteen (18) months from the Effective Date and Tenant is diligently pursuing the issuance of such permits, the foregoing eighteen (18) month period shall be extended on a day-for-day basis for such time as Tenant requires to appeal any adverse ruling or refusal or failure to issue of such permit, provided however that Tenant notifies Landlord within five (5) business days of such appeal and no such extension shall exceed an additional six (6) months unless the permit has been issued and such appeal is brought by an unrelated third-party objector, in which case such period shall be extended until final resolution or settlement thereof.

3.2.5 Compliance with Lease. There shall be no then occurring Event of Default hereunder or the existence of a set of facts that but for issuance of notice or the passage of time would constitute an Event of Default hereunder, or under the New Amended and Restated JCP Lease, the New Amended and Restated Gallery II Lease or the 801 Easement, and Tenant has otherwise complied with the provisions hereof, including, without limitation, provisions relating to items required in connection with the Gallery Mall Redevelopment Project.

3.2.6 Other Leases. All conditions precedent to commencement of the Gallery Mall Redevelopment Project set forth in the New Amended and Restated JCP Lease and the New Amended and Restated Gallery II Lease have been satisfied or waived by Landlord.

3.2.7 Aramark Building Agreement. Tenant, PREIT Keystone, 907 LP, Girard Estate and Landlord shall have executed an agreement providing for, without limitation, agreements among the parties respecting (i) the rights and obligations of the parties during the construction of the Entire Redevelopment Project; (ii) the maintenance, operation or use of the Truck Tunnel and Truck Ramp; (iii) access rights between the properties comprising the Gallery Mall and the Aramark Building; (iv) easement rights between the properties comprising the Gallery Mall and the Aramark Building; and (v) providing for a release and indemnification of Landlord and the Public Parties from claims relating to the foregoing, including without limitation, claims related to the termination of any rights under any existing agreement and any obligation of maintenance, operation or contribution by or on behalf any Public Party. Tenant may, at its election, satisfy this condition by separate agreements among the parties. If Tenant elects to proceed with separate agreements, the condition precedent to the commencement of the Gallery Mall Redevelopment Project will be deemed satisfied upon execution by the parties of an agreement incorporating the requirements set forth in Sections 3.2.7(i) and (v) and the remaining requirements of this Section shall thereafter become conditions precedent to the delivery of the Certificate of Completion. In the event that Tenant is proceeding in good faith to obtain the Aramark Building Agreement (or the portion thereof respecting Sections 3.2.7(i) and (v) if Tenant elects to proceed with more than one agreement) and, despite such good faith efforts has failed to obtain a definitive agreement within the eighteen (18) month period set forth above, Landlord shall, upon written request by Tenant, extend such period for an additional period not to exceed one hundred eighty (180) days. If after the expiration of the one hundred eighty day (180) period a definitive agreement among the requisite parties has not been executed, Landlord may, at its option, (x) further extend such period for such time as Landlord may determine; (y) waive the satisfaction of the condition; or (z) exercise any remedy available to Landlord on account of Tenant's failure to satisfy such condition as provided herein.

3.2.8 Notice to Proceed. Tenant shall have provided Landlord with the Satisfaction Notice and, in response thereto, Landlord and Tenant shall have attended a preliminary project meeting and, at the conclusion thereof, Landlord shall have issued the Notice to Proceed with respect to the Gallery Mall Redevelopment Project.

4. **Release of Claims.**

4.1 Release and Indemnity by Tenant. As of the Effective Date, Tenant and each PREIT Party and its Affiliates and all of their assignees executing the attached Joinder, hereby releases, discharges and settles any and all claims, liabilities or causes of action, whether then existing or thereafter arising relating to the period prior to the Effective Date, or in any way arising from the Gallery Leases, including, without limitation, payment of rent under the Gallery Leases, any claim related to the maintenance or repair of the Gallery Mall or any contribution thereto required by the Existing Maintenance Agreements, any agreement with any third party occupant of the Gallery Mall or Gallery Leases against any Public Party or their agents or the termination of the Gallery Leases and the execution of this Lease. Tenant hereby agrees to indemnify, defend and hold each Public Party and their agents harmless from and against any liability, claim for losses related thereto.

4.2 Release by Landlord. As of the Effective Date, Landlord, and PAID by joinder and the City by joinder, each hereby releases, discharges and settles any and all claims, liabilities or cause of action, then existing or thereafter arising, whether known or unknown, relating to the period prior to the Effective Date relating to or in any way arising from the Gallery Leases, any agreement with any third party occupant of the Gallery Mall or the Existing Maintenance Agreements, including, without limitation, any claim related to the maintenance and repair of the Gallery Mall or any contribution thereto required by the Gallery Leases and the payment of any rent due under the Gallery Leases against Tenant or any affiliate thereof that was a party to the Gallery Leases or the Existing Maintenance Agreements. The foregoing shall not, however, release Tenant from any liability related to any claims by third parties against Tenant or any Public Party or by any Public Party in connection with such third party claims, including, without limitation, the claims set forth on Schedule 4.2.

4.3 Release of Claims under Existing Maintenance Agreements. In connection with the termination of the Existing Maintenance Agreements and the dissolution of the Mall Maintenance Corporations, Tenant shall secure a mutual release from and for the benefit of each party thereto of all claims arising under, out of, or related to the Existing Maintenance Agreements.

4.4 Existing/Potential Third Party Claims. The parties acknowledge that third party claims may currently exist or may arise hereafter based on events occurring prior to the Effective Date with respect to areas of the Gallery Mall currently maintained by, or the activities conducted by, Tenant or the MMCI including, without limitation, those claims set forth on Schedule 4.2 (“Existing/Potential Claims”). Tenant shall cause the existing insurance maintained or required to be maintained by the MMCI pursuant to the Gallery I Maintenance Agreement to continue to cover the Existing/Potential Claims after the dissolution of the Mall Maintenance Corporations and the termination of the Existing Maintenance Agreements and Tenant shall indemnify and hold Landlord harmless from and against any loss or occurrence

relating to the Existing/Potential Claims. Landlord represents and warrants that, to the actual knowledge of Brian Abernathy, it has not received actual written notice of the existence of any claims or threatened claims respecting any such loss or occurrence, except as set forth in Schedule 4.2.

4.5 Mall Maintenance. Tenant agrees that it shall (i) cause the dissolution of MMCI in accordance with the provisions set forth herein; and (ii) cause the termination of the Gallery II Maintenance Agreement and the dissolution of MMCII in accordance with the New Amended and Restated JCP Lease and the New Amended and Restated Gallery II Lease prior to, and as a condition precedent to, the issuance of the Certificate of Completion.

4.6 Survival. The provisions of this Section 4 shall survive the expiration or termination of this Lease.

5. **Demise.**

5.1 Demise. Landlord hereby demises and leases to Tenant, and Tenant hereby leases from Landlord, for the Term and upon and subject to the terms and conditions of this Lease, the Premises defined and described by metes and bounds in Exhibit 5.1, together with the Appurtenant Rights as defined in Exhibit 5.1. Landlord represents and warrants that to its knowledge that it has not voluntarily encumbered the Premises with any mortgage or other security interest that is in effect as of the Effective Date and that except as to the Conveyance Authorization (as defined in Exhibit 31) and DOT confirmation of the extension of the Term beyond December 31, 2084, it has full power and authority to enter into this Lease and grant the leasehold conveyed hereby.

5.2 Easements and Retained Rights Reserved by Landlord for the Term.

5.2.1 Public Access Easement. Landlord hereby reserves the right of public pedestrian access, ingress, egress and regress through that portion of the Premises identified on Exhibit 5.2.1 ("Public Access Easement"). The Public Access Easement shall be maintained by Tenant at its sole cost and expense. The rights and obligations of the parties with respect to the Public Access Easement shall be as set forth on Exhibit 5.2.1. The Public Access Easement shall burden the property comprising the area thereof and shall run with land. Any conveyance of the Gallery Mall or any portion thereof shall be under and subject to the Public Access Easement and all provisions with respect thereto and the parties hereto shall, at the request of the other, execute any further documentation that may be required to evidence the Public Access Easement, the rights and obligations of the parties with respect thereto or to provide record public notice thereof, including, without limitation, recording of a separate easement agreement that sets forth the parties' agreement with respect to the Public Access Easement and the inclusion of the provisions set forth herein with respect to the Public Access Easement in any deed conveying the Conveyance Premises or any portion thereof.

5.2.2 Access by Landlord. Subject to the provisions of Section 9.7.2 and Section 17, Landlord reserves for itself, its agents and contractors, the right to enter upon the Premises and the Non-Premises Common Areas at any reasonable time, upon reasonable prior notice (which the parties agree shall be not less than twenty-four (24) hours except in the case of

an emergency threatening life, limb or property) for the purpose of inspecting, exercising any right to repair or restore the Premises and the Non-Premises Common Areas as provided herein.

5.3 Obligations to Third Parties. The demise of the Premises by Landlord to Tenant hereunder and subsequent conveyance of the Conveyance Premises or any portion thereof, is and shall be under and subject to the rights of all third parties and the public with respect to access or any other right in connection with the Premises and the Appurtenant Rights or the use, operation or maintenance thereof, without regard to whether such rights exist by virtue of instruments of record or otherwise or were contained in the Gallery I Lease or any other document that may have terminated or superseded in connection with the transactions contemplated hereby to the extent and without regard to whether such rights impose obligations on Tenant not otherwise set forth herein. Tenant hereby accepts the demise of the Premises and the grant of Appurtenant Rights subject to such rights and agrees to be bound by such obligations and shall release and indemnify Landlord and all other Public Parties and their agents from any claim, cost, demand, liability, suit or cause of action related thereto or arising therefrom.

5.4 PPA Parking Garage. Pursuant to that certain Development Agreement dated of September 12, 1975 (and recorded in the Philadelphia Department of Records at Deed Book DCC 969, Page 318) by and between the Philadelphia Parking Authority (“PPA”) and Landlord (as the same may have been amended from time to time, the “Garage Development Agreement”), PPA constructed or caused to be constructed, a parking garage located on the north side of Filbert Street between 9th and 10th Streets (“PPA Parking Garage”). The PPA Parking Garage is connected to the Premises by means of pedestrian bridge over Filbert Street that provides access between the PPA Parking Garage and the Premises (“PPA Parking Garage Bridge”). Tenant shall, at all times that the Gallery Mall is generally open for access to the public, keep the PPA Parking Garage Bridge and access thereto open and available for the use of the public and shall ensure that the patrons of the PPA Parking Garage can access the PPA Parking Garage through the publicly accessible portions of the Gallery Mall at such times as the same remain open to the general public. The foregoing provisions shall not preclude Tenant from temporarily restricting access to the PPA Parking Garage during periods of emergency repairs or reconstruction upon such terms and conditions as Tenant and PPA may subsequently agree. Tenant does hereby accept and agree to undertake any and all obligations of Landlord under the Garage Development Agreement or otherwise relating to the operation, use or maintenance of the PPA Parking Garage and the PPA Parking Garage Bridge and agrees to release and indemnify Landlord any all other Public Parties from any claim, demand, liability, suit or cause of action related thereto or arising therefrom.

5.5 801 Easement. Tenant shall cause 801 C-3 Fee Owner LP to execute and deliver to Landlord the 801 Easement in the form attached hereto as Exhibit 5.5 and shall cause 801 C-3 Fee Owner LP to comply with the provisions thereof during the Term.

6. **Rent.**

6.1 Base and Rent. From and after the Effective Date, Tenant shall pay to Landlord the sum of One Dollar (\$1.00) for each year of the Term (“Base Rent”). In addition, Tenant shall pay to Landlord Additional Rent as described below.

6.2 Additional Rent. All amounts payable by Tenant pursuant to this Lease other than Base Rent are additional rent (“Additional Rent”) (Base Rent and Additional Rent being referred to collectively as “Rent”) and Landlord shall have the same rights and remedies for nonpayment of Additional Rent as Landlord has for nonpayment of Base Rent.

6.3 General Provisions Regarding Payment of Rent. Tenant shall pay all Rent promptly when due, without deduction, recoupment or setoff of any amount for any reason whatsoever. Tenant’s covenant and agreement to pay Rent shall for all purposes be construed to be a separate and independent covenant. Rent not paid when due shall bear interest at a rate per annum equal to the Prime Rate of Interest posted in the print edition of the *Wall Street Journal* (or such other comparable rate selected by Landlord in the event of the unavailability thereof) from time-to-time plus two percent (2%) (“Default Interest Rate”) from the date due until paid in full.

6.4 Net Lease. **THIS LEASE IS WHAT IS COMMONLY CALLED A “NET LEASE,” AND LANDLORD SHALL RECEIVE THE RENT PAYABLE TO IT FREE AND CLEAR OF ANY AND ALL IMPOSITIONS, TAXES, LIENS, CHARGES, DEDUCTIONS OR EXPENSES OF ANY NATURE WHATSOEVER IN CONNECTION WITH THE OWNERSHIP, OPERATION, MAINTENANCE, REPAIR (INCLUDING, WITHOUT LIMITATION, ALL STRUCTURAL, ROOF AND BUILDING SYSTEMS), RESTORATION, OCCUPANCY, OR USE OF THE PREMISES AND THE NON-PREMISES COMMON AREAS. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS LEASE, LANDLORD SHALL NOT BE RESPONSIBLE FOR ANY COSTS, EXPENSES, OR CHARGES OF ANY KIND OR NATURE RESPECTING THE PREMISES AND THE NON-PREMISES COMMON AREAS AND LANDLORD SHALL NOT BE REQUIRED TO RENDER ANY SERVICES OF ANY KIND TO TENANT OR TO THE PREMISES OR THE NON-PREMISES COMMON AREAS.**

7. Acceptance of the Premises. Tenant has acknowledged that the Premises are approximately thirty (30) to forty (40) years old and that the equipment and systems are of considerable age. Tenant has occupied, is familiar with and has inspected the Premises and accepts the Premises in its present condition “**AS IS, WHERE IS AND WITH ALL FAULTS**” and shall accept the Premises in its then-present condition “**AS IS” WHERE IS AND WITH ALL FAULTS.**” Without limiting the generality of the foregoing, Tenant expressly acknowledges and agrees that Tenant is not relying on any representation or warranty of Landlord, whether implied, presumed or expressly provided at law or otherwise, arising by virtue of any statute, common law or other legally binding right or remedy in favor of Tenant.

8. Use of the Premises; General Covenants.

8.1 Nature of Use. Tenant shall use commercially reasonable efforts to operate the Premises as a first class mixed use retail center, which may include without limitation, such uses as retail; hospitality and hotels; entertainment, including, live or film theaters; offices and professional offices; educational uses; apartment and condominium residences; and healthcare/medical uses; all together with accessory or complementary uses. Tenant shall be permitted to use the Premises for any lawful purpose that is consistent with a first class mixed use retail center that is not a Prohibited Use. Nothing herein shall prevent Tenant

from closing, or discontinuing operations in, some or all of the Premises for reasonable periods due to, or for the purpose of, maintenance, remodeling, or redevelopment or due to events of force majeure. Notwithstanding the foregoing, without, in each instance, the prior written consent of Landlord, Tenant shall not permit the Premises to be used for the following uses (collectively, "Prohibited Uses"): (i) any gasoline or service station, automotive service or repair business; (ii) any manufacturing facility (except that so-called "brew pubs" and craft establishments (such as Build-a-Bear) shall be permitted, subject to applicable laws and ordinances); (iii) any dry cleaner (except that a drop-off/pick-up only type of facility shall be allowed); (iv) any mortuary or funeral parlor; (v) any coin operated laundry; (vi) any massage parlor (except that a therapeutic massage facility such as "Massage Envy" shall be allowed); (vii) any "head" shop, adult book shop or adult movie house, or tattoo or piercing parlor; (viii) any gun shop; (ix) any detention or correctional facilities; (x) any full service automobile dealership (which shall not be deemed to prohibit, an automobile showroom or the occasional showcasing of automobiles in the Premises Common Areas or in retail areas); (xi) any kindergarten through 12th grade primary school (which shall not be deemed to prohibit other educational uses, such as nurses training or GED classes, etc.); (xii) any casino gambling (nothing shall prevent the sale of lottery tickets); (xiii) any permanent religious assembly or house of worship (which shall not be deemed to prohibit leases of specific spaces within the Premises for secondary use purposes of weekly or occasional meetings or services); (xiv) any Personal Care Facility as defined by the Commonwealth of Pennsylvania; (xv) any moving or storage facility as an independent use; or (xvi) any re-entry facility, hospital or drug treatment facility. In addition to its other rights and remedies pursuant to this Lease, Landlord shall be entitled to enjoin any Prohibited Use by appropriate legal action, including, without limitation an emergency or ex parte injunction.

Notwithstanding the foregoing, the prohibition against casino gambling set forth above shall be a restriction that runs with the land and shall be set forth in any deed conveying any portion of the Premises. The prohibition shall run solely to the benefit of the Landlord and may be waived by Landlord alone, in its sole and absolute discretion.

8.2 Non-Discrimination in Construction of Premises. In the design, development and construction of the Entire Redevelopment Project and in connection with any Alterations, Tenant hereby agrees to comply with the provisions set forth below related to non-discrimination (collectively, "Construction Non-Discrimination Covenants"):

(a) Tenant will not discriminate against any employee or applicant for employment. Tenant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Landlord setting forth the provisions of this non-discrimination clause.

(b) Tenant will send to each labor union or representative of workers with which Tenant has a collective bargaining agreement or other contract or understanding, a notice, to be provided by Landlord, advising the labor union or workers' representative of Tenant's obligations under this Lease and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(c) Tenant will include the provisions of this Section in every contract or purchase order related to construction of the Premises and will require the inclusion of these

provisions in every subcontract entered into by any of its contractors performing construction at the Premises so that such provisions will be binding upon each such contractor, subcontractor or vendor. Tenant will take such action with respect to any construction contract, subcontract or purchase order as Landlord may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided. For the purpose of including such provisions in any construction contract, subcontract or purchase order as required hereby, the language of this Section shall be preceded by the words "During the performance of this Contract, the Contractor agrees as follows:" and the term "Tenant" shall be changed to "Contractor," "Subcontractor," or "Vendor," as applicable.

8.3 Non-Discrimination in Use of Premises. Tenant hereby covenants, promises and agrees to the following non-discrimination covenants related to the use of the Premises ("Use Non-Discrimination Covenants" and, collectively with the Construction Non-Discrimination Covenants, "Non-Discrimination Covenants"):

(a) No person shall be deprived of the right to live in the Premises (if applicable), or to use any of the facilities therein, for reasons that would violate federal, state or local laws prohibiting discrimination because of race, color, religion or national origin, affectional preference or gender identity.

(b) There shall be no discrimination in the use, sale or lease of any part of the Premises because of race, color, religion or national origin affectional preference or gender identity.

8.4 Minority, Disabled, Disadvantaged and Female Owned Business Enterprise Requirements. Landlord is committed to encouraging fair and non-discriminatory business and employment practices and to expanding opportunities for minorities, women and disadvantaged individuals. Landlord condemns the use of discriminatory business and employment practices and strongly encourages the use of qualified and available Minority Business Enterprises ("MBE"), Disadvantaged Business Enterprises ("DBE"), Disabled Owned Business Enterprise ("DSBE") and Women's Business Enterprises ("WBE") in all aspects of the Entire Redevelopment Project, Alterations and operation of the Premises. Tenant agrees to submit to Landlord an Economic Opportunity Plan ("EOP"), in the form incorporated into Schedule 8.4 attached hereto or such other form acceptable to Landlord, whereby Tenant will describe its good faith efforts to ensure against discrimination in the issuance of contracts and how Tenant intends to ensure that its agents and all individuals associated with the operation of the Premises during the Term and construction of the Entire Redevelopment Project and any Alterations will abide by the EOP.

8.4.1 Refusal to do Business. Any refusal to do business with qualified minority, disadvantaged or women businesses may result in liability for a breach of contractual obligations and/or violation(s) of federal, state or local laws notwithstanding the absence of any direct evidence of discriminatory intent. To promote further this policy, Landlord will favorably consider requests to eliminate, to the extent permitted by law, barriers to the participation of minority or female businesses or individuals. Tenant agrees to cooperate fully and expeditiously with Landlord's reasonable requests for information pertaining to Tenant's compliance with all equal employment and other civil rights obligations.

8.5 Non-Discrimination Covenants Binding. The Nondiscrimination Covenants shall be a covenant running with the land and shall be binding, in any event, and without regard to technical classification or designation, legal or otherwise, and except only as otherwise specifically provided in this Lease, to the fullest extent permitted by law and equity, for the benefit and in favor of, and enforceable by, Landlord, its successors and assigns, the City, and the United States of America (“United States”). In amplification, and not in restriction, of the Nondiscrimination Covenants, it is intended and agreed that Landlord and its successors and assigns, City, and the United States shall be deemed beneficiaries of the Nondiscrimination Covenants, for and in their or its own right and also for the purposes of protecting the interests of the community and other parties, public or private, in whose favor or for whose benefit such agreements and covenants have been provided. Such agreements and covenants shall run in favor of Landlord, City, and the United States, for the entire period during which such agreements and covenants shall be in force and effect, without regard to whether Landlord, City or the United States has at any time been, remains, or is an owner of any land or interest therein to, or in favor of, which such agreements and covenants relate. Landlord, City and United States shall have the right, in the event of any breach of the Nondiscrimination Covenants, to exercise all the rights and remedies, and to maintain any actions or suits at law or in equity or other proper proceedings to enforce the curing of such breach. Further, without limiting the generality of the foregoing, in the event that Tenant is not in compliance with the Non-Discrimination Covenants or with any of the aforementioned rules, regulations or orders, then Landlord may declare an Event of Default hereunder, and Tenant may be declared ineligible for further federal government contracts or federally assisted construction contracts in accordance with procedures authorized in the Executive Order, and such other sanctions may be imposed and remedies invoked as provided in the Executive Order or by rules, regulations or orders of the Secretary of Labor, or as otherwise provided by Laws.

8.6 Additional Public Party Provisions. Tenant agrees to comply with those requirements of the City set forth on Schedule 8.6 as they may be set forth in the Project Funding Agreement between the City and PAID for the Public Access Area.

8.7 General Covenants. Tenant covenants and agrees, at its sole cost and expense: to secure and maintain in effect any governmental approvals, licenses and permits as may be required for Tenant’s use and occupancy of the Premises and the Non-Premises Common Areas and to cause each subtenant to secure and maintain in effect any governmental approvals, licenses and permits as may be required for such subtenant’s use and occupancy of the Premises and the Non-Premises Common Areas; not to commit or permit to be committed any waste upon the Premises or the Non-Premises Common Areas and to cause each subtenant not to commit or permit to be committed any waste up on the Premises and the Non-Premises Common Areas; to comply with all Laws and Private Restrictions relating to the Premises and the Non-Premises Common Areas or operations thereon and to require each subtenant to comply with all Laws and Private Restrictions relating to its use of the Premises and the Non-Premises Common Areas or operations thereon; to cure any violations of Laws or Private Restrictions relating to the Premises and the Non-Premises Common Areas or operations thereon and to require each subtenant to cure any violation of Laws or Private Restrictions relating to its use of the Premises and the Non-Premises Common Areas or operations thereon; and to comply with all requirements of any insurance company, insurance underwriter, or Board of Fire Underwriters relating to the

Premises that Tenant, in its reasonable discretion, determines to be prudent and reasonable, and to cause each subtenant to comply with all such requirements.

8.8 Compliance with Funding Requirements. Tenant shall comply and shall cause compliance with all requirements of any lender, agency or department providing funding for the Entire Redevelopment Project or providing funding, secured, in whole or in part, by Tenant's Interest; provided, however, such failure to comply shall not be an Event of Default unless such failure to comply results in the commencement of proceedings to foreclose upon Tenant's Interest or in other premises forming a part of the Entire Redevelopment Project and (i) occurs prior to the issuance of the Certificate of Completion; or (ii) the property subject to such action is not covered by a Qualified OEA that is binding on the secured party instituting such action or its nominee.

9. **Redevelopment.**

9.1 Redevelopment Commitment. Upon the satisfaction of all conditions precedent to the commencement of construction of the Gallery Mall Redevelopment Project (other than the issuance of the Notice to Proceed), Tenant shall provide written notice to Landlord ("Satisfaction Notice"). Promptly upon receipt of the Satisfaction Notice, Landlord shall verify the contents thereof and Landlord shall, within ten (10) business days upon receipt of the Satisfaction Notice, issue a Notice to Proceed. Within sixty (60) days thereafter Tenant shall commence, diligently pursue and, within forty-eight (48) months from the issuance of the Notice to Proceed, Tenant shall cause the completion of the Entire Redevelopment Project as more generally described in Exhibit 9.1, attached hereto and incorporated herein, in a good and workmanlike manner in accordance with the Approved Plans and as set forth in the provisions hereof.

9.2 Plans for the Entire Redevelopment Project.

9.2.1 Submission of Plans. Tenant has delivered and Landlord has, subject to remaining terms hereof, approved Tenant's Plans for the design and construction of the Entire Redevelopment Project. Tenant's Plans, together with the minimum required investment in the Entire Redevelopment Project of not less than \$300 Million, as currently approved by Landlord, is set forth on Schedule 9.2.1, attached hereto (the "Approved Plans"). To the extent that the Approved Plans indicate alternate materials, finishes, treatments or designs, each such alternate is likewise approved.

9.2.2 Changes in Approved Plans. Tenant shall construct or cause the construction of the Entire Redevelopment Project in accordance with the Approved Plans. In the event that Tenant desires to modify the Approved Plans in a manner that would constitute a Material Difference from the Approved Plans, such modification shall not become effective without the prior written consent of Landlord. Tenant shall provide to Landlord plans and specifications for any proposed change to the Approved Plans or detailed information for any proposed change or modification requiring Landlord's approval. Landlord shall review such change or modification within twenty (20) business days of Landlord's receipt thereof. If Landlord has not approved the requested change or cited reasons in writing for its denial of approval within the aforesaid twenty (20) business days, the requested changes shall be deemed

approved by Landlord. The definition of “Approved Plans” shall be the Approved Plans, as modified by any change approved by (or deemed to have been approved by) Landlord or any change made to the Approved Plans that does not require the approval of Landlord.

9.2.3 Material Difference. As used herein, a “Material Difference,” means a difference with respect to the Entire Redevelopment Project as compared to the Approved Plans in (a) exterior finish materials; (b) façade appearance; (c) access, including access to transit facilities and public access through the Public Access Easement or a reduction of street access points to the Public Access Easement to a number that is less than what is provided in Section 3.4 of Exhibit 5.2.1; (d) building siting or massing; (e) the reduced transparency into the Premises from the street level; or (f) any changes or additions that impact or may impact the Truck Tunnel, the Commuter Rail Tunnel, the SEPTA Structures or the access, use, operation or functionality of any of those. In connection with the submission of any plans to Landlord for approval, Tenant shall clearly delineate any Material Differences incorporated therein.

9.2.4 No Reliance. Landlord’s review of the Approved Plans, including any subsequent modification thereof, shall be solely for Landlord’s benefit, solely for purposes of this Lease, may not be relied upon in any manner by Tenant or by any third party and shall not constitute approval under any ordinance, code, regulation or otherwise.

9.3 Mechanics’ Liens.

9.3.1 Prompt Payment. Tenant agrees that in every prime contract for the Gallery Mall Redevelopment Project for the construction, installation, alteration, repair of or addition to the Premises, where the estimated cost thereof shall exceed Ten Thousand (\$10,000.00) Dollars, shall contain a provision obligating the prime contractors to the prompt payment for all material furnished, labor supplied or performed, rental for equipment employed and services rendered by public utilities, in or in connection with such construction, whether or not the material, labor, equipment or services enter into and become component parts of the Premises, and provisions shall be made for an appropriate bond or other financial security as allowed by 35 P.S. § 1711(a)(4-1) or as otherwise required herein, to the satisfaction of Landlord (“Financial Security”). Landlord agrees that the Guaranty is satisfactory Financial Security for the Entire Redevelopment Project and Gallery Mall Redevelopment Project.

9.3.2 Waiver of Liens. To the fullest extent permitted by applicable law, Tenant shall cause each prime contractor, on behalf of each “subcontractor” (as such term is defined in the Pennsylvania Mechanics Lien Law of 1963, as the same has been and may from time-to-time in the future be amended (the “Mechanics Lien Law”), which definition includes, without limitation, sub-subcontractors) performing work in connection with the Gallery Mall Redevelopment Project to execute (with all signatures duly acknowledged before a notary public) an appropriate “Waiver of Liens Stipulation by Contractor” in the recordable form of Exhibit 9.3.2 hereto, which shall be filed in the Prothonotary’s Office of Philadelphia County, Pennsylvania not less than ten (10) days prior to commencement of any work on the Premises for which such waiver is required, waiving in advance the rights of all subcontractors, suppliers and materialmen to file a mechanic’s lien against the Premises or any other property of Landlord or Tenant, to the full extent permitted by the Mechanics Lien Law.

9.3.3 Lien Releases. Tenant shall cause each “contractor” (as such term is defined in the Mechanics Lien Law) and each such subcontractor to execute, acknowledge, and deliver to Tenant periodic lien releases and waivers simultaneously with such contractor’s or subcontractor’s receipt of each installment of its compensation. All such lien releases shall be provided to Landlord upon written request.

9.3.4 Landlord not Responsible. NOTICE IS HEREBY GIVEN THAT LANDLORD SHALL NOT BE LIABLE FOR ANY LABOR, SERVICES OR MATERIAL FURNISHED OR TO BE FURNISHED TO TENANT OR TO ANYONE HOLDING ANY OF THE PREMISES THROUGH OR UNDER TENANT, AND THAT NO MECHANICS’ OR OTHER LIENS FOR ANY SUCH LABOR, SERVICES OR MATERIALS SHALL ATTACH TO OR AFFECT THE INTEREST OF LANDLORD IN AND TO ANY OF THE PREMISES. Tenant shall cause the foregoing notice to be prominently included in all contract documents with respect to the Gallery Mall Redevelopment Project or any Alteration, in all capital letters with no less than a twelve (12) point font.

9.3.5 Discharge of Liens. Tenant shall discharge or cause to be discharged of record by bond or otherwise, within twenty-five (25) days following the date whereupon Tenant receives actual knowledge of the filing, of any mechanic’s or similar lien filed against the Premises for work or materials claimed to have been furnished at Tenant’s request to or for the benefit of Tenant or the Premises or for the benefit of any subtenant claiming an interest under Tenant. If Tenant shall fail to cause such lien or claim or lien to be so discharged or bonded within such period, in addition to any other right or remedy Landlord may have, Landlord may, but shall not be obligated to, discharge such lien or claim or lien by procuring the discharge of such lien or claim or lien by the deposit in a court or by bonding, and, in any event, Landlord shall be entitled, if Landlord so elects, to compel the prosecution of any action for the foreclosure of such lien or claim by the lienor claimant and to pay the amount of the judgment, if any, in favor of the lienor, with interest, costs and fees. Tenant shall be liable to Landlord, on demand and from time-to-time, for any sum or sums so paid by or on behalf of Landlord and all costs or expenses incurred by Landlord, including, without limitation, reasonable attorneys’ fees actually incurred in prosecuting such discharge or in defending any such action and interest, at the Default Interest Rate, from date of such expense until payment in full, all of which shall constitute Additional Rent. Tenant agrees to provide Landlord with written notice of any lien filed against the Premises promptly following Tenant’s obtaining actual knowledge of such lien, and a subsequent notice of its removal in accordance with the provisions above.

9.3.6 All Liens and Rights are Subordinate to Landlord. Tenant’s rights, as well as the rights of anyone else, including, without limitation, any mortgagee, architect, independent contractor, assignee, sublessee, subcontractor, prime or general contractor, mechanic, laborer, materialman or other lien or claim holder, shall always be and remain subordinate, inferior, and junior to Landlord’s right, title, interest and estate in the Premises.

9.4 Bonding/Security for Performance and Payment.

9.4.1 Payment and Performance Bonds. If Tenant elects not to provide the Guaranty as Financial Security, then in connection with the construction of the Gallery Mall

Redevelopment Project, Tenant shall provide, or cause to be provided, to Landlord payment and performance bonds in the form then currently in use by Landlord from a surety rated “A” or better by the A.M. Best Company, or such other bonds or third party commitments approved by Landlord in writing. Such bonds or commitments shall guaranty payment of all subcontractors, suppliers and materialmen and performance of the obligations to complete the Gallery Mall Redevelopment Project in accordance with the terms hereof, as the same may be expressed in any development agreement or contract documents.

9.4.2 Security for Performance. In connection with the construction of any Alterations, after completion of the Gallery Mall Redevelopment Project, with an aggregate cost in excess of Ten Million Dollars (\$10,000,000.00) Tenant shall provide to Landlord with the Financial Security.

9.5 Cost Certification/As-Built Plans. Upon completion of the Entire Redevelopment Project, Tenant shall provide to Landlord and shall cause each prime contractor to provide or submit to Landlord, a Redevelopment Project cost certification performed by one or more independent, third-party, certified public accountants establishing the actual total construction costs incurred and paid by Tenant and each prime contractor in connection with the Entire Redevelopment Project in the form attached here to as Exhibit 9.5. Tenant shall also provide Landlord with one (1) physical copy and one (1) electronic copy of as-built plans for the Gallery Mall Redevelopment Project, detailing the completed condition thereof. The receipt of the construction cost certification and as-built plans shall be a condition precedent for receiving a Certificate of Completion.

9.6 Certificate of Completion. The construction of the Gallery Mall Redevelopment Project by Tenant in accordance with the Approved Plans, the termination of the Existing Maintenance Agreements and the dissolution of the Mall Maintenance Corporations shall be completed within forty-eight (48) months of the issuance of the Notice to Proceed, subject to Section 32.10 (Force Majeure). After completion of the Gallery Mall Redevelopment Project and compliance with the terms of this Lease by Tenant, the Tenant shall request and Landlord shall furnish a certificate of completion in form recordable in the Department of Records (“Certificate of Completion”). The Certificate of Completion shall provide that the terms, conditions and obligations of this Lease with respect to the Gallery Mall Redevelopment Project, the Existing Maintenance Agreements and the Mall Maintenance Agreements shall be deemed completed and/or terminated except for the provisions of Sections 8.2, 8.3 and 8.4, each of which shall be deemed covenants running with the land as provided in Section 8.5. If Landlord refuses or fails to provide a Certificate of Completion, Landlord shall, within forty-five (45) days after written request by Tenant, provide Tenant with a written statement indicating in what respects Tenant has failed to complete the Gallery Mall Redevelopment Project or is otherwise in default of the requirements herein and what measures will be necessary for Tenant to take in order to obtain a Certificate of Completion.

9.7 Construction of the Redevelopment Project.

9.7.1 Permits. Tenant shall obtain, at its sole cost and expense, from all Governmental Authorities having jurisdiction, all building, zoning and other permits and approvals as may be necessary for the construction of the Entire Redevelopment Project in

accordance with the Approved Plans (“Permits”). Upon request by Landlord, Tenant shall deliver to Landlord copies of the Permits. Neither Landlord nor the City shall have any obligation to issue any approvals or Permits, except as may be required by applicable law.

9.7.2 Right to Inspect. During the construction of the Entire Redevelopment Project, Landlord, its architects and engineers, and Representatives, shall have the right to inspect the construction of the Entire Redevelopment Project, provided that such inspections shall not materially or unreasonably interfere with the progress of such construction. Any such inspections shall be solely for the benefit of Landlord and may not be relied upon in any manner by Tenant or any third party. Nothing contained herein shall be deemed to obligate Landlord to inform Tenant of any problem, deficiency or omission in the construction of the Entire Redevelopment Project.

9.7.3 Fine Arts. Tenant agrees to expend, in connection with the tenants under the New Amended and Restated Gallery II Lease and the New Amended and Restated JCP Lease (as Tenant and such other tenants may determine to share such cost) the sum of One Million Dollars (\$1,000,000.00) to provide appropriate new works of Fine Arts in accordance with Landlord’s The Percent for Art Program dated August 10, 2010 (the “Program”). The foregoing sum required to be expended in satisfaction of and in accordance with, the Program’s requirement is the full amount required to be paid in connection with the Entire Redevelopment Project (including the Gallery Mall Redevelopment Project) with respect to the Program and the City’s Percent for Art ordinance set forth in Section 16-103 of the Philadelphia Code. For avoidance of doubt, if the New Amended and Restated Gallery II Lease and/or New Amended and Restated JCP Lease similarly reference the figure \$1,000,000, it is not intended that such amount be additive. Further, sums expended in connection with any modification, relocation or other alteration to currently existing work shall not count toward meeting the Program’s requirement. The provisions of this Section shall survive the expiration or termination of this Lease.

9.8 Prevailing Wage Compliance. Tenant has prepared and executed and Landlord has approved a Plan of Compliance with Prevailing Wage Standards (“Prevailing Wage Plan”), a copy of which is attached hereto as Exhibit 9.8. With respect to its construction obligations in connection with the Entire Redevelopment Project, Tenant shall (i) comply with the Prevailing Wage Plan; (ii) cause its contractors and any sub-contractors at any level to pay the applicable prevailing wage rates as provided by Landlord; (iii) submit to Landlord all payroll records requested by Landlord; and (iv) not permit any contractors or sub-contractors who are suspended or debarred for violating provisions of the Davis Bacon Act or the Pennsylvania Prevailing Wage Act or the Rules or Regulations issued pursuant thereto to perform work within the area of the Entire Redevelopment Project. Any violation of the Prevailing Wage Plan or the provisions herein related thereto shall be subject to the rights and remedies available to Landlord on account of such as violation set forth herein.

9.8.1 Certificate of Completion. As a condition precedent to the issuance of the Certificate of Completion, Tenant shall provide Landlord with such evidence as may be required to substantiate Tenant’s compliance with the Prevailing Wage Plan as it relates to the Entire Redevelopment Project and cure any deficiencies in such compliance that are conveyed to Tenant by written notice from Landlord.

9.8.2 Violation of Prevailing Wage Plan. In the event that Tenant fails to comply with the provisions of the Prevailing Wage Plan or the requirements of this Section 9.8, Tenant shall, upon written demand from Landlord, proceed immediately to cure or remedy such event of failure within ten (10) days after written demand. If Tenant fails both (i) to take and diligently pursue such action and (ii) to cure and remedy the breach, all within ten (10) days after the date of such demand such shall be an default hereunder and Landlord may, in addition to the remedies set forth herein, institute and exercise forthwith any and all proceedings and remedies permitted by law or in equity including, but not limited to, the right to:

(i) enjoin Tenant, and any of its contractors and their subcontractors, from continuing to work in the area of the Entire Redevelopment Project; and/or

(ii) compel Tenant to pay prevailing wages to any worker employed by any contractor or subcontractor; and/or

(iii) compel Tenant to comply with any of the terms, provisions or covenants to be kept, complied with and performed under the prevailing wage provisions of this Lease; and/or

(iv) suspend or debar Tenant, and/or any contractor or subcontractor engaged in performing work in the area of the Entire Redevelopment Project, from contracting with, or otherwise performing work for any person or entity in connection with such person's or entity's contract with, the Landlord for up to three (3) years, all in accordance with procedures adopted and followed by Landlord's Contract Administration Committee; and/or

(v) require Tenant to pay to the Landlord Two Hundred Dollars (\$200.00) for each day that at least one worker engaged by any contractor or subcontractor is paid less than prevailing wages. Tenant and Landlord hereby acknowledge and agree that the payments to be made to Landlord under this subparagraph are liquidated damages and are not a penalty. These sums represent the deficiencies in payment to workers and the administrative, legal, and other costs and fees to be incurred by Landlord, its employees, agents and professional contractors, with respect to the collection and enforcement of prevailing wages.

9.9 Ownership of the Gallery Mall Redevelopment Project. Subject to the terms and conditions of this Lease, until the expiration or earlier termination of this Lease, (a) the Improvements shall be and remain the property of Tenant, and (b) Tenant shall have the rights and benefits of ownership of all such Improvements, including, without limitation the right to claim depreciation of the same for tax purposes, if legally permissible, provided, however, that Tenant shall provide a bill of sale to PAID for the Improvements that comprise the Public Access Area as a precondition to obtaining City funding for those Improvements.

10. **Alterations.**

10.1 Landlord's Consent Not Required For Alterations. Subject to the use restrictions set forth herein and except with respect to completion of the Gallery Mall

Redevelopment Project, Tenant may make all other Alterations to the Premises, whether exterior or interior, structural or non-structural, without the consent of Landlord. All Alterations shall be done in accordance with the requirements of Law and performed in a thorough, first-class and workmanlike manner. Notwithstanding the foregoing, Tenant may not make without Landlord's consent any Alteration that includes any change to the Premises that would constitute a Material Difference. All Alterations shall be contained within the Premises.

10.2 Alterations Part of Improvements; Ownership of Alterations. Subject to the terms and conditions of this Lease, until the expiration or earlier termination of this Lease, (a) the Alterations shall be and remain the property of Tenant, and (b) Tenant shall have the rights and benefits of ownership of the Alterations, including, without limitation the right to claim depreciation of the Alterations for tax purposes.

11. **Repairs and Maintenance.**

11.1 Tenant's Obligation.

11.1.1 Throughout the Term, Tenant at its own cost and expense shall (a) keep and maintain the Premises and the Non-Premises Common Areas in good order and condition consistent with first class mixed use retail center standards, and (b) make such repairs and replacements (collectively, "Repairs") to the Premises and the Non-Premises Common Areas as may be necessary or appropriate to keep and maintain the Premises and the Non-Premises Common Areas in good order and condition, whether such Repairs are ordinary or extraordinary, foreseen or unforeseen.

11.1.2 Tenant's obligations under this Section shall apply to all portions of the Premises and the Non-Premises Common Areas, including, without limitation: interior and exterior portions; structural and non-structural portions; roofs; environmental compliance and remediation; the lighting, electrical, plumbing, mechanical, heating, ventilating and air conditioning systems; and driveways, sidewalks, parking areas, curbs and access ways.

11.1.3 Without limiting the generality of Section 11.1.1, Tenant shall keep and maintain all portions of the Premises and the Non-Premises Common Areas and all driveways, sidewalks, parking areas, curbs and access ways which are a part of the Premises and the Non-Premises Common Areas in a clean and orderly condition, free of accumulation of dirt, rubbish, snow and ice, and shall perform all necessary landscaping work.

11.1.4 The parties intend that the Gallery Mall Redevelopment Project will bring the Premises up to the standards of a first class mixed use retail center. However, the parties understand that first class standards of design, technology, materials, layout and other aspects of the physical appearance of buildings, as well as the mix of uses, in a first class mixed use retail center change over time. In light of the length of the Term, the parties hereby expressly acknowledge and agree that except as to the completion of the Gallery Mall Redevelopment Project, Tenant shall have no obligation to remodel, redevelop, or "upgrade" the Gallery Mall in any particular manner directed by Landlord during the Term, nor shall Tenant have any obligation to change its use or tenant mix, or any balance between or among the same, all of such determinations being in the sole determination of the Tenant. However, the parties

acknowledge and agree that Tenant shall cause the Premises and the Non-Premises Common Areas (including, without limitation, escalators, elevators, and lighting) to be operated, maintained, lighted, and kept clean and safe in accordance with standards for a first class mixed use retail center during the Term in accordance with this Article 11.

12. Taxes.

12.1 Tenant's Obligation To Pay Taxes.

12.1.1 Tenant shall timely pay, or cause to be paid, all Taxes directly to the relevant Governmental Authority. Tenant shall be responsible for the payment of any interest, penalties or other costs which may be due or payable by reason of Tenant's failure to pay, or cause to be paid, Taxes within the times required in this Lease. If by law any special assessment may, at the option of the taxpayer, be paid in installments (whether or not interest shall accrue on the unpaid balance thereof), Tenant may elect to pay such special assessment in installments. In such case, Tenant shall pay each installment (and any accrued interest) as it becomes due and payable and before any fine, penalty, interest or cost may be added for non-payment. Only those installments coming due during or attributable to a tax year (or other fiscal period) occurring in whole or in part during the Term shall be included in Taxes.

12.1.2 Nothing contained in this Lease shall be interpreted to require Tenant to pay any income, excess profits, corporate, capital stock, or franchise tax imposed or assessed upon Landlord.

12.2 Tenant's Right to Contest Taxes. Without the consent of Landlord, Tenant shall have the right to bring proceedings to contest the amount or validity (except as hereinafter provided) of any Taxes or to recover payments made by Tenant on account of any Taxes, provided, however, Tenant may withhold payment of any contested taxes only to the extent permitted by applicable law and, further, provided such withholding does not result in the imposition of any lien on the Premises. Tenant shall not, however, have the right to contest the validity of any Taxes on the basis that the Premises are owned by a public or quasi-public entity and accordingly, Tenant agrees that the Premises are taxable as if owned by a private party, without regard to any exemption applicable to Landlord or the Premises as a result of such ownership. To the extent, but only to the extent, the contest of Taxes requires Landlord's consent, joinder or other participation, Landlord shall cooperate to the minimum extent necessary (by way of example, if the consent of the owner of the fee estate is required for an appeal or application for appeal of tax assessment, Landlord would provide such consent). Tenant shall pay all of Landlord's third-party expenses (including reasonable attorneys' fees) arising out of such cooperation.

12.3 Realty Transfer Taxes. In the event any realty transfer taxes shall apply or may be imposed due to this Lease, the transactions contemplated herein or otherwise in connection with the Premises, Tenant shall be responsible for the payment of any and all such taxes.

13. Utilities. Tenant, at its sole cost and expense, shall take such action as may be necessary to procure the utility services required for Tenant's operation of the Premises and Non-

Premises Common Areas from such providers as Tenant may select from time to time. Tenant shall pay, or cause to be paid, all charges for utility services used on the Premises and the Non-Premises Common Areas during the Term. Landlord makes no representation or warranty with respect to the availability or sufficiency of any utility service to the Premises or the Non-Premises Common Areas. Landlord is not required to furnish any utility services to Tenant and shall not be liable for the failure of any utility services or for the untenability of the Premises and the Non-Premises Common Areas or other damage or loss resulting from the unavailability, interruption, inadequacy or termination of, any utility services.

14. **Insurance.**

14.1 Tenant's Insurance. Tenant, its contractors, subcontractors, consultants, subconsultants and subtenants and subtenant's contractors, subcontractors, consultants, and subconsultants (collectively, the "Insured"), at their sole cost and expense, shall with respect to the Gallery Mall and all easement, access and adjacent sidewalk areas, including, without limitation, the Non-Premises Common Areas, maintain, or cause to maintain, at a minimum the insurance coverages throughout the Term as set forth in Exhibit 14.1 and which shall comply with Section 14.2.

14.2 General Requirements.

14.2.1 Each policy of insurance required to be maintained by the Insured shall: (a) be issued by a company or companies authorized to engage in the business of issuing such policies in the Commonwealth of Pennsylvania and have an A.M. Best Rating of not less than A Class X; (b) be primary to and not contributing with any insurance maintained by the Landlord; (c) if carried as part of a blanket policy, include an endorsement to the effect that the coverage will not be affected by the failure to pay any portion of the premium which is not allocable to the Premises or by any other action not relating to the Premises which would otherwise permit the insurer to cancel the coverage; (d) except for workers' compensation and professional liability policies, all insurance required herein shall: (i) name Landlord, the City and their respective officers, directors, employees and agents as additional insureds or loss payees, as their interest may from time-to-time appear; and (ii) include severability of insured parties and cross-liability so that the protection of such insurance is afforded to Landlord as if separate policies had been issued to each of the insured parties; (e) be written on an "occurrence" basis except for workers' compensation, professional liability and pollution liability policies; (f) not be invalidated due to any act or omission of Landlord, the City, or their respective officers, directors, employees or agents, even for claims involving their partial negligence; (g) include coverage for ongoing operations and completed operations; and (h) provide for at least thirty (30) days prior written notice to be given to Landlord in the event that coverage is materially changed, cancelled or non-renewed. In the event of material change, cancellation or non-renewal of coverage(s), Tenant must replace the coverage(s) to comply with the Lease requirements to prevent a lapse of coverage for any time period. Landlord shall have the right to periodically review the insurance coverage required hereunder and require reasonable increases in the amount of insurance maintained and the types of coverage required hereunder.

14.2.2 The amount of insurance provided in Exhibit 14.1 shall not be construed to be a limitation of the liability on the part of the Tenant. The carrying of the

insurance described shall in no way be interpreted as relieving the Tenant of any responsibility or liability under the Lease.

14.2.3 The Insured shall not have a Deductible/Self Insured Retention (“SIR”) on any policy greater than One Hundred Thousand Dollars (\$100,000). The payment of any Deductible/SIR shall be the sole responsibility of the Insured.

14.3 Delivery of Certificates. Within ten (10) days (a) after Landlord’s request; or (b) upon execution of the Lease; whichever occurs first, and (c) on or before March 15th of each calendar year, Tenant shall deliver to Landlord certificates of insurance evidencing the insurance required to be carried by Tenant above.

14.4 Landlord’s Right to Place Insurance. If Tenant shall fail, refuse or neglect to obtain or to maintain any insurance that it is required to obtain, Landlord shall have the right to purchase such insurance not sooner than after ten (10) days prior written notice to Tenant, unless within such time Tenant furnishes Landlord with evidence that Tenant has procured such insurance. If Landlord exercises such right, Tenant shall reimburse Landlord for the actual cost of obtaining such insurance together with interest at the Default Interest Rate, within ten (10) days after delivery of a statement from Landlord for the amount due.

14.5 Waiver of Subrogation. Landlord and Tenant, for themselves and their respective insurers, hereby release each other of and from any and all claims, demands, actions and causes of action (including, without limitation, subrogation claims), for loss or damage to their respective property, even if the loss or damage shall have been caused by the fault or negligence of the other party, or anyone for whom such party may be responsible. The foregoing waiver and release shall be effective only with respect to loss or damage (a) covered by insurance or required to be covered by insurance pursuant to the terms of this Lease or, if greater, the insurance actually carried, and (b) occurring during such time as the relevant insurance policy contains either (i) a waiver of the insurer’s right of subrogation against the other party, or (ii) a clause or endorsement to the effect that the waiver and release shall not adversely affect or impair such insurance or prejudice the right of the insured to recover under the insurance policy.

15. **Casualty.**

15.1 Tenant’s Restoration Obligation.

15.1.1 If at any time during the Term, the Premises or the Improvements are materially damaged or destroyed by fire or other casualty (a “Casualty”), Tenant shall promptly give written notice thereof to Landlord.

15.1.2 Except as set forth in Section 15.1.3, if the Casualty shall occur during the Term, then Tenant, shall, and shall cause its Subtenants to promptly commence and proceed with due diligence to repair, restore and replace the Premises and Improvements (including improvements made by Subtenants to their individual sublet spaces), and to apply the applicable insurance proceeds to such repair, restoration and replacement and provided further, that Tenant shall not be obligated to restore the Improvements to their exact condition prior to the Casualty so long as Tenant’s use of the Premises conforms to the provisions of Section 8.1 above. All such work (the “Restoration”) shall be deemed Alterations.

15.1.3 If a Casualty resulting in damage to more than fifty percent (50%) of the Premises (i) shall occur more than thirty (30) years after issuance of the Certificate of Completion; or (ii) such damage or destruction results from an uninsurable event (by way of example, war or nuclear contamination), then Tenant shall have the option, at its sole election, to repair, restore, and replace the Improvements as provided in Section 15.1.2 above, or to terminate the Lease, in which event Tenant shall (i) at the request of Landlord, demolish the Improvements and clear the Premises of all debris; and (ii) assign all property insurance proceeds received for damage to the Premises or Improvements and attributable to the Casualty to the Landlord, less any sums reasonably expended in the aftermath of the Casualty to stabilize, secure, demolish and clear debris from the Premises and amounts expended to recover proceeds from the applicable carrier thereof.

15.2 No Abatement of Rent. Rent shall not abate during the period when the Premises is not usable by Tenant due a Casualty.

16. **Condemnation.**

16.1 Notice. Landlord and Tenant each agree to give the other written notice of any Taking of all or any portion of the Premises promptly after receiving notice thereof.

16.2 Total Taking. In the event of a Total Taking:

16.2.1 this Lease shall terminate as of the date that possession is delivered to the condemning authority;

16.2.2 Rent shall be apportioned as of the date the Lease terminates; and

16.2.3 any condemnation award or payment shall be applied first to reimburse Landlord and Tenant for the necessary and proper expenses paid or incurred by Landlord and Tenant in the collection of the condemnation award (including, without limitation reasonable attorneys' fees and disbursements). The Net Condemnation Proceeds shall be apportioned between Landlord and Tenant in the manner set forth in this Section 16.

16.3 Partial Taking. In the event of a Partial Taking:

(a) This Lease shall remain in full force and effect as to the portion of the Premises remaining immediately after such Taking.

(b) There shall be no reduction in Base Rent, Additional Rent or other sum payable under this Lease.

(c) Any condemnation award or payment shall be applied first to reimburse Landlord and Tenant for the necessary and proper expenses paid or incurred by Landlord and Tenant in the collection of the condemnation award (including, without limitation reasonable attorneys' fees and disbursements).

(d) To the extent Tenant receives Net Condemnation Proceeds, Tenant shall proceed with due diligence to repair, restore and replace the Premises (the “Reconstruction”), except for any reduction in area caused thereby.

(e) Any balance of the Net Condemnation Proceeds remaining after completion of the Reconstruction shall be apportioned between Landlord and Tenant in accordance with the provisions of this Section 16.

16.4 Net Condemnation Proceeds/Condemnation Proceeds.

16.4.1 In the event of a Total Taking, the Net Condemnation Proceeds shall be apportioned between Landlord and Tenant in proportion to the fair market value of their respective interests in the Premises immediately prior to the Taking, as if such Taking had not occurred.

16.4.2 In the event of a Partial Taking, any Net Condemnation Proceeds remaining after completion of the reconstruction, if any, shall be apportioned between Landlord and Tenant in proportion to the fair market value of their respective interests in the Premises immediately prior to the Taking, as if such Taking had not occurred.

16.4.3 In determining the fair market value of the parties’ respective interests in the Premises, due consideration shall be given to both the fair market value of the underlying land, as encumbered by the Lease, and the fair market value of Landlord’s reversionary interest in any Improvements.

16.5 Taking For Temporary Use. In the event of a Temporary Taking this Lease shall not terminate, there shall be no reduction in Base Rent, Additional Rent or other sum payable under this Lease, and Tenant shall continue to perform and observe all of its obligations under this Lease as though such Taking had not occurred except only to the extent that it may be prevented from so doing. Tenant shall be entitled to any condemnation award as a result of such Temporary Taking.

16.6 Survival. The provisions of this Section 16 shall survive the expiration or earlier termination of this Lease.

17. **Landlord’s Right to Cure.** If Tenant fails to perform any of its covenants under this Lease, Landlord may elect to perform such covenant on behalf of Tenant after giving Tenant at least thirty (30) days’ advance written notice of Landlord’s intention to do so which notice shall not be given prior to the expiration of any cure period provided for herein; provided however, that in the case of the failure of Tenant to provide insurance required to be carried hereunder, ten (10) days’ notice shall be required and in the case of an emergency that threatens safety, security or property damage, such shorter notice shall be required as the emergency circumstances reasonably allow. Tenant shall reimburse Landlord for any reasonable costs incurred by Landlord in curing such failure, together with interest at the Default Interest Rate within thirty (30) days after delivery of a statement from Landlord for the amount due which contains reasonable supporting evidence of such costs. The exercise by Landlord of its rights under this Section shall not prejudice or waive any other rights or remedies Landlord might otherwise have against Tenant.

18. Indemnification.

18.1 Indemnification by Tenant. Except to the extent caused by the gross negligence or willful misconduct of Landlord, its employees, agents or contractors, Tenant will indemnify and defend (with counsel of Landlord's selection, Landlord and save it harmless from and against any and all claims, actions, suits, proceedings, losses, damages, liabilities and expenses (including without limitation fees of attorneys, investigators and experts) ("Claims") arising or alleged to arise from or in connection with: the condition, use, occupancy, operation, maintenance, management or subletting of the area comprising the Premises and the Non-Premises Common Areas; any occurrence of any nature on the area comprising the Premises and the Non-Premises Common Areas, including, without limitation, any injury to, or death of, any person or any damage to or loss of property. With respect to the foregoing indemnity only, Tenant hereby waives any defenses or immunities it may at any time have under or pursuant to: (a) any insurance policy maintained by or on behalf of Tenant (including, without limitation, any workers' compensation policy or comparable policy maintained in accordance with this Lease), and/or (b) any applicable worker's compensation laws.

18.2 Survival of Indemnification Obligations. The provisions of this Section 18 shall survive the expiration or earlier termination of this Lease.

19. **Quiet Enjoyment.** Landlord represents and warrants that it has the right, power and authority to enter into this Lease and, further, Landlord hereby covenants that Tenant, upon paying all Rent and other charges herein provided for, and observing and keeping all covenants, agreements and conditions of this Lease on its part to be kept, shall quietly have and enjoy the Premises subject to the conditions of this Lease, without hindrance or molestation by anyone claiming by or through Landlord, subject, however, to the exceptions, reservations and conditions of this Lease.

20. Subletting and Assignment.

20.1 Assignment. Except as set forth below, Tenant may not assign this Lease, Tenant's Interest or any part thereof, whether voluntarily or by operation of law, without Landlord's prior written consent. For purposes of this Section, an assignment or sale of more than forty-nine percent (49%) of the partnership or other interests of Tenant, including, without limitation, any collateral assignment for the purpose of securing financing, or a sale of substantially all of the assets of Tenant shall constitute an assignment hereunder. Notwithstanding the foregoing, Tenant may assign the entire Premises to a Permitted Transferee without the prior consent of Landlord provided that Tenant provides Landlord notice of such assignment not later than the effective date thereof. For purposes of this Section, the term "Permitted Transferee" shall mean (a) any Guarantor or Affiliate of any Guarantor provided upon the completion of the assignment such Affiliate has a tangible net worth at least equal to the Tenant immediately prior to the assignment; (b) a Leasehold Mortgagee when such assignment is consistent with the provisions of Section 21; (c) any entity that becomes an assignee as a result of a Corporate Transfer; or (d) an entity that (x) owns, manages or has engaged a third party property manager that manages not less than thirty (30) million square feet of multi-tenant retail shopping center space in its portfolio as of the effective date of the assignment if prior to issuance of the Certificate of Completion or ten (10) million square feet of

multi-tenant retail shopping center space if such proposed assignment is after the issuance of the Certificate of Completion; and (y) has, together with its Affiliates, a tangible net worth of at least the Applicable Minimum Tangible Net Worth as of the effective date of such assignment.

For purposes of this Section, the term “Corporate Transfer” means a transfer resulting from the merger, acquisition, or sale of substantially all of the stock, interests or assets of PREIT or Macerich.

The “Applicable Minimum Tangible Net Worth” means a tangible net worth (i) prior to the termination of the Guaranty, of at least \$900,000,000.00; and (ii) after the termination of the Guaranty, of at least \$500,000,000.00.

20.2 Subleases. Subject to the use requirements provided in Section 8, Landlord hereby grants its consent and approval to the subleasing by Tenant of any portion of the Premises, but not all, to end users of such space. All Subleases shall be under, subject and subordinate to the provisions of this Lease and, subject to any applicable non-disturbance agreement, shall, unless Landlord otherwise agrees in writing, provide for a termination date not later than the date that the Expiration Date.

20.3 No Release. No assignment of this Lease or sublease of the Premises shall release or relieve Tenant of its liabilities and obligations under this Lease, except with respect to obligations arising after this Lease has been assigned to a Permitted Transferee. No Assignment of this Lease or Sublease of the Premises prior to issuance of the Certificate of Completion shall release any Guarantor from its obligations under the Guaranty unless a replacement Guaranty in the same form as the Guaranty is executed by a replacement guarantor that, collectively, with any other guarantor, has a tangible net worth not less than Two (2) Billion Dollars. Any Assignment or Sublease made in contravention of the provisions of this Section shall be void at Landlord’s sole option.

20.4 Non-Disturbance. Within twenty (20) business days after written request, Landlord shall enter into a non-disturbance agreement with Tenant and such Subtenants in the form set forth and attached hereto as Exhibit 20.4 or, within a reasonable amount of time, if the parties agree to an alternate mutually agreeable form.

20.5 Qualified OEA. Any assignment of this Lease or any Sublease of the Entire Premises shall be conditioned upon the execution by the applicable parties thereto, of an agreement respecting access, maintenance, operation, insurance, condemnation, casualty and harmonious operations between the Premises and fee owners (except in the case of Landlord) and the leasehold established, as applicable, by the New Amended and Restated Gallery II Lease or the New Amended and Restated JCP Lease, 907 Market Property and the Subcondominium Units that is acceptable to Landlord in its reasonable discretion (“Qualified OEA”).

21. **Leasehold Mortgages**. Notwithstanding any provisions of this Lease to the contrary:

21.1 Tenant may, from time to time, grant to any Institutional Lender providing financing or refinancing to Tenant with respect to the Premises a mortgage lien encumbering Tenant's Interest, or any portion thereof, together with an assignment of leases and rents and a

security interest in any personal property owned by Tenant, in order to secure the repayment of such financing, including interest thereon, and the performance of all of the terms, covenants and agreements on the Tenant's part to be performed or observed under all agreements executed in connection with such financing or refinancing (collectively, a "Leasehold Mortgage"; and each holder of a Leasehold Mortgage, a "Leasehold Lender"). No such Leasehold Mortgage, lien or security interest shall attach to Landlord's interest in this Lease or Landlord's interest in the Premises or to any personal property owned by Landlord.

21.2 Tenant shall give Landlord prompt notice of each Leasehold Mortgage, together with contact information for notices to the Leasehold Lender (such notice and/or any notice given by Lender to Landlord of its contact information, collectively, the "Lender Notice"). Tenant promptly shall furnish Landlord with a complete copy of each Leasehold Mortgage (including all documents and instruments comprising the Leasehold Mortgage) and all amendments, extensions, modifications and consolidations thereof, certified as such by Tenant.

21.3 After receipt of a Lender Notice, Landlord shall give such Leasehold Lender, in the manner provided by the notice provisions of this Lease, a copy of each notice of default given by Landlord to Tenant, at the same time that Landlord gives such notice of default to Tenant or promptly thereafter. The Leasehold Lender shall have the right, but shall not have any obligation (except as provided in Section 21.4) to cure such default or to cause such default to be cured, within the time periods set out in Section 21.4.

21.4 Landlord shall not exercise its right to terminate this Lease following a default by Tenant if:

21.4.1 As to a monetary default, the Leasehold Lender cures such default on or before the date that is the later of (A) thirty (30) days after the date such default is required to be cured by Tenant under the terms of this Lease and (B) thirty (30) days after the date of Landlord's notice to the Leasehold Lender of Tenant's default; and

21.4.2 As to a non-monetary default, (A) Landlord receives written notice from the Leasehold Lender (the "Lender Cure Notice"), within sixty (60) days after Leasehold Lender is given Landlord's notice of Tenant's default, that Leasehold Lender agrees to remedy the default, and (B) Lender cures such default on or before the date that is the later of (I) sixty (60) days after the date such default is required to be cured by Tenant under the terms of this Lease, and (II) sixty (60) days after the date Leasehold Lender is given notice of Tenant's default, provided, however, that if any non-monetary default is not capable of being remedied by the Leasehold Lender within such time period, Leasehold Lender shall have such reasonable greater period of time as is necessary to cure such default if Leasehold Lender shall:

(1) commence to remedy the default within such period and shall diligently continue to prosecute such cure to completion, or

(2) if possession of the Premises is required in order to cure such default, institutes judicial or non-judicial foreclosure proceedings within such sixty (60) day period and diligently prosecutes such proceedings in order to obtain possession directly or through a receiver, and, upon obtaining such possession,

commences promptly to cure the default and diligently prosecutes the same to completion, provided that, during the period in which such action is being taken and any foreclosure proceedings are pending, all of the other obligations of Tenant under this Lease, to the extent they are reasonably susceptible to being performed by Leasehold Lender, shall be performed.

21.4.3 If a non-monetary default is not capable of being cured by Leasehold Lender (for example the bankruptcy of Tenant) Landlord shall not terminate this Lease by reason of such incurable default if Leasehold Lender succeeds to the interest of Tenant hereunder within the applicable cure period provided herein and Leasehold Lender cures all other Events of Default in accordance with the remaining provisions of this Section 21.4.

21.5 Landlord shall have no liability for the failure to give any notice to a Leasehold Lender; provided, however, Landlord agrees that it shall not exercise any right granted to it pursuant to Section 26.1 without providing such notice and the opportunity to cure provided herein.

21.6 At any time after the delivery of the Lender Cure Notice, Leasehold Lender may notify Landlord, in writing, that it has relinquished possession of the Premises, or that it will not institute foreclosure proceedings, or, if such proceedings have been commenced, that it has discontinued or will discontinue such proceedings, and that it relinquishes all right to a New Lease (the "Abandonment Notice"). In such event, Leasehold Lender shall have no further obligation to cure Tenant's default(s). Landlord may, at any time after receipt of such Abandonment Notice or upon Leasehold Lender's failure to comply with the requirements set forth herein above, terminate this Lease in accordance with the terms thereof, without any obligation to give Leasehold Lender a New Lease or any further notice.

21.7 Subject to the preceding Sections, no Leasehold Lender shall have an obligation to cure any default of Tenant under the Lease, or shall become liable under the provisions of this Lease, or any lease executed pursuant to this Article 21, unless and until such time as it becomes, and then only for as long as it remains, the tenant under the leasehold estate created by this Lease. After the issuance of the Certificate of Completion, no Leasehold Lender shall have any personal liability under this Lease except to the extent of its interest in this Lease, even if it becomes Tenant or assumes the obligations of Tenant under this Lease.

21.8 If this Lease is terminated for any reason, or if this Lease is rejected or disaffirmed pursuant to any bankruptcy, insolvency or other law affecting creditors' rights, Landlord shall give prompt notice thereof to each of the then Leasehold Lenders whose contact information Landlord has received in a Lender Notice, in the manner provided by the notice provisions of this Lease. Landlord, upon written request of any such Leasehold Lender (or if more than one Leasehold Lender makes such request, the Leasehold Lender whose Leasehold Mortgage has the most senior lien), made any time within thirty (30) days after the giving of such notice by Landlord, shall promptly execute and deliver to such Leasehold Lender a new lease of the Premises (the "New Lease"), naming such Leasehold Lender as the tenant under this Lease, for the remainder of the Term upon all of the terms, covenants, and conditions of this Lease, except for such provisions that must be modified to reflect such termination, rejection or disaffirmance and the passage of time, if such Leasehold Lender shall pay to Landlord,

concurrently with the delivery of such New Lease, all unpaid Rent due under this Lease up to and including the date of the commencement of the term of such New Lease. Leasehold Lender or its designee shall execute and deliver to Landlord such New Lease within thirty (30) days after delivery of such New Lease by Landlord to Leasehold Lender. Upon execution and delivery of such New Lease, Leasehold Lender shall cure or cause to be cured all defaults existing under this Lease which are capable of being cured by such Leasehold Lender or its designee promptly and with diligence after the delivery of such New Lease including completion of the Gallery Mall Redevelopment Project, and all provisions of the New Lease shall be binding on any Leasehold Lender or assignee that acquires Tenant's interest hereunder.

21.9 The New Lease and the leasehold estate thereby created shall, subject to the inclusion therein of all of the terms and conditions of this Lease, have the same priority as this Lease with respect to any mortgage, including any mortgage or other lien, charge or encumbrance on Landlord's fee estate in the Premises.

21.10 If a Leasehold Lender has timely requested a New Lease, Landlord shall not, except as permitted or contemplated by the terms of such subleases, between the date of termination of this Lease and the date of execution of the New Lease, without the written consent of such Leasehold Lender, terminate any sublease of the Premises, disturb the occupancy, interest or quiet enjoyment of any subtenant of the Premises, or accept any cancellation, termination or surrender of such sublease or enter into any lease of all or part of the Premises (other than a new lease with a subtenant of the Premises entitled to a new lease pursuant to the terms of a non-disturbance agreement or similar agreement or except as permitted or contemplated by the terms of any lease with any subtenant), which consent of such Leasehold Lender shall not be unreasonably withheld, conditioned or delayed. Upon the execution and delivery of a New Lease under this Article 21, all security deposits of subtenants of the Premises and all prepaid rent moneys of subtenants of the Premises that are in Landlord's possession shall be transferred to the tenant under the New Lease, and all such leases that have been made by Landlord, shall be assigned and transferred, without recourse, by Landlord to the tenant named in such New Lease.

21.11 If more than one Leasehold Lender has requested a New Lease, and the Leasehold Lender whose Leasehold Mortgage had the most senior lien does not execute a New Lease or does not fully comply with the provisions of this Article 21 regarding the delivery of such New Lease, Landlord shall continue to offer, seriatim in order of the priority of their respective Leasehold Mortgages, such New Lease to the remaining requesting Leasehold Lenders, who shall have ten (10) days from the date of receipt of such offer to execute such New Lease and to fully comply with the provisions regarding the delivery of such New Lease, until the earlier of (a) the execution and delivery of a New Lease and (b) the expiration of the offer period for the requesting Leasehold Lender whose lien is most junior. As long as any Leasehold Lender shall have the right to enter into a New Lease with Landlord pursuant to this Section, Landlord shall not, without the prior written consent of all Leasehold Lender(s) that continue to have potential succession rights to a New Lease, terminate any sublease of the Premises, disturb the possession, interest or quiet enjoyment of any subtenant of the Premises, or accept any cancellation, termination or surrender of any such sublease or enter into a lease of all or part of the Premises (except for a New Lease with a Leasehold Lender entitled to such New Lease or a new lease with a subtenant of the Premises entitled to a new lease pursuant to the terms of a non-

disturbance agreement or similar agreement). If no Leasehold Lender has the right to be offered a New Lease, Landlord shall be free of all obligations to the Leasehold Lenders and shall be free to lease all or any part of the Premises at Landlord's sole discretion.

21.12 If one or more Leasehold Mortgages is in effect, then, without the prior written consent of every Leasehold Lender that has delivered the Lender Notice to Landlord: (a) this Lease shall not be voluntarily terminated by the parties hereto (nor the Term reduced); (b) the Lease shall not be modified to increase Rent, and (c) the Premises shall not be voluntarily surrendered by Tenant, and Landlord shall not accept any such surrender of this Premises by Tenant. Notwithstanding the foregoing, Landlord and Tenant may take such action in the event that such arises in connection with an Event of Default for which Leasehold Lender received notice as provided herein and has not cured such Event of Default within the timeframes set forth herein.

21.13 Landlord's agreement to enter into a New Lease with a Leasehold Lender shall be unaffected by the rejection of this Lease in any bankruptcy proceeding by either Landlord or Tenant. The provisions of this Section 21.12 shall survive the termination, rejection or disaffirmance of this Lease and shall continue in full force and effect thereafter to the same extent as if this Section 21.12 were a separate and independent contract made by Landlord, Tenant and Leasehold Lenders. The provisions of this Section 21.12 are for the benefit of Leasehold Lender and may be relied upon and shall be enforceable by Leasehold Lenders as if Leasehold Lender were a party to this Lease.

21.14 Until each Leasehold Lender has been given a Lender Cure Notice and this Lease has been terminated, Landlord shall have no right and expressly waives any right arising under applicable Law in and to the rentals, fees, and other amounts payable to Tenant under any sublease or license of any part of the Premises, to the extent such rentals and fees are assigned by Tenant to Leasehold Lender.

21.15 No Leasehold Lender shall have the right to assign any interest in this Lease or any interest in any Leasehold Mortgage to anyone other than an Institutional Lender or an entity meeting the requirements of Section 20.1 hereof.

21.16 There shall be no merger of this Lease or the leasehold estate created by this Lease with a fee interest in the Premises by reason of the fact that the same person or entity may acquire, own or hold, directly or indirectly, this Lease or the leasehold estate created by this Lease and the fee estate in the Premises, unless and until such person and every Leasehold Lender shall join in a written instrument expressly providing for such merger and such instrument is recorded.

21.17 Landlord and Tenant shall each, from time to time, execute, acknowledge and deliver such further instruments, and perform such additional acts, as the other and/or a Leasehold Lender may reasonably request in order to effectuate the intent and purposes of this Article 21.

21.18 Miscellaneous.

21.18.1 No mortgage given by Tenant shall extend to or affect the reversionary interest or fee estate of Landlord in and to the Premises.

21.18.2 The rights granted to Leasehold Lender under this Article shall not be construed to amend, alter or diminish the requirements as to assignees or subtenants set forth in Section 20, except as expressly provided herein.

21.18.3 All rights granted to any Leasehold Lender shall be subordinate, inferior and subject to Landlord's fee interest in the Premises.

21.19 Fee Mortgages. Landlord represents and warrants that there are no mortgages encumbering Landlord's fee interest in the Premises and Landlord shall not, during the Term, encumber the Premises with any fee mortgage.

22. **Environmental Matters.**

22.1 Compliance. Tenant shall not use, or permit its agents, employees, contractors, subtenants, licensees or invitees to use, the Premises or the Non-Premises Common Areas for the purpose of treating, producing, handling, transferring, processing, transporting, disposing, using or storing a Hazardous Substance in violation of applicable Environmental Laws. Tenant shall, at Tenant's own expense, comply with, or cause compliance with, all Environmental Laws as the same affect the Premises or the operations and activities of Tenant, its agents, employees, contractors, subtenants, licensees or invitees on or about the Premises, provided that Tenant shall not be responsible for ensuring compliance with Environmental Laws to the extent that such compliance relates to any activities of Landlord from and after the Effective Date.

22.2 Discovery of Environmental Violations. In the event Tenant is notified by any Governmental Authority of an Environmental Violation or any alleged Environmental Violation at the Premises or the Non-Premises Common Areas, Tenant shall (a) promptly notify Landlord of such Environmental Violation or alleged Environmental Violation, and (b) deliver to Landlord the notice filed by or received by Tenant with or from any Governmental Authority relating thereto promptly after filing or receipt thereof.

22.3 Actions. In the event that there exists any Environmental Violation Tenant shall promptly and diligently take, or cause to be taken, any and all actions necessary to return the Premises to a condition which is in compliance with Environmental Laws and shall indemnify, defend and hold harmless Landlord from and against any loss or claim related thereto except to the extent caused by Landlord, its agents or contractors after the Effective Date. Without limiting the foregoing, Tenant shall make, or cause to be made, all submissions and provide, or cause to be provided, all information required by Environmental Laws. To the extent the Environmental Violation is caused by Landlord or any of its Representatives or contractors from and after the Effective Date, Landlord shall, at its own cost and expense, promptly and diligently take any and all actions necessary to return the Premises and the Non-Premises Common Areas to a condition which is in compliance with Environmental Laws. Without limiting the foregoing, Landlord shall make all submissions and provide all information required

by Environmental Laws in connection therewith. Copies of all information and submissions obtained or prepared by a party shall be promptly delivered to the other party, without the necessity of request or demand.

22.4 Survival. The provisions of this Article 22 shall survive the expiration or sooner termination of this Lease.

23. **Surrender**. Upon the expiration or earlier termination of the Term:

23.1 Condition. Tenant shall surrender the Premises and the Non-Premises Common Areas or a portion thereof, and all Improvements associated therewith, to Landlord, in good order and condition, reasonable wear and tear excepted, and with the prior written approval of Landlord, damage by insured Casualty, subject to the compliance with the provisions of Article 15, or by Landlord or any of its Representatives or contractors excepted, subject only to then existing Subleases (provided that with respect to the expiration of the Term, subject to existing Subleases for which Landlord has approved a term that extends beyond the expiration or termination of this Lease). Tenant shall remove all personal property from the Premises and Non-Premises Common Areas (other than such portion thereof occupied pursuant to an approved continuing Sublease described above) being surrendered unless otherwise agreed in writing by Landlord.

23.2 Improvements. All right, title and interest of Tenant in and to the Improvements (including any Alterations and the Premises) shall automatically cease and terminate.

23.3 Deliverables. Tenant shall deliver the following to Landlord, to the extent in the possession or control of Tenant: (a) executed counterparts of all Subleases then in effect; (b) executed counterparts of any service and maintenance contracts then affecting the Premises or, at the direction of Landlord, termination agreements with respect thereto, it being understood that Landlord, unless it consents thereto in writing, shall not assume any liability or obligation with respect thereto; (c) maintenance records for the Premises; (d) all warranties and guaranties then in effect which Tenant has received in connection with any work or services performed or equipment installed in the Premises, together with a duly executed assignment thereof to Landlord (provided, and to the extent, the same may be assigned); and (e) all rights to unpaid insurance proceeds, including the right to settle any pending claim, to the extent of any unpaid casualty claims to be assigned to Landlord pursuant to Article 15.

24. **Continued Possession**. If Tenant continues to occupy the Premises or the Non-Premises Common Areas after the last day of the Term and Landlord elects to accept Rent thereafter, a monthly tenancy terminable by either party on not less than one month's notice shall be created, which shall be upon the same terms and conditions, including Rent, as those herein specified.

25. **Events of Default**.

25.1 Events of Default of Tenant. It shall be an event of default ("Event of Default") if:

25.1.1 Tenant fails to pay any installment of Base Rent, Additional Rent or other sum payable by Tenant under this Lease and such failure continues for more than thirty (30) days after written notice given by or on behalf of Landlord to Tenant; or

25.1.2 Tenant fails to observe or perform any other covenant or agreement of Tenant contained in this Lease (except as set forth in Section 25.1.7, or any violation or failure with respect to the provisions of Section 8.1) and such failure continues after written notice given by or on behalf of Landlord to Tenant for more than sixty (60) days and such additional time, if any, as is reasonably necessary to cure such failure, provided Tenant commences to cure such failure within such sixty (60) day period and diligently thereafter prosecutes such cure to completion; or

25.1.3 Tenant abandons or deserts the Premises or any portion thereof; or

25.1.4 Tenant files a petition commencing a voluntary case, or has filed against it a petition commencing an involuntary case, under the Federal Bankruptcy Code as now or hereafter in effect, or under any similar law, or files or has filed against it a petition or answer in bankruptcy or for reorganization or for an arrangement pursuant to any state bankruptcy law or any similar state law, and, in the case of any such involuntary action, such action shall not be dismissed, discharged or denied within sixty (60) days after the filing thereof, or Tenant consents or acquiesces in the filing thereof; or

25.1.5 a custodian, receiver, trustee or liquidator of Tenant or of all or substantially all of Tenant's property or of the Premises shall be appointed in any proceedings brought by or against Tenant and, in the latter case, such entity shall not be discharged within sixty (60) days after such appointment or Tenant consents to or acquiesces in such appointment; or

25.1.6 (a) any of the events set forth in Sections 25.1.4 and 25.1.5 occurs with respect to any Guarantor; or (b) or there exists a material adverse change in the financial condition of any Guarantor, as determined by Tenant, in its reasonable discretion such that the combined tangible net worth of all Guarantors is less than Two (2) Billion Dollars;

25.1.7 any assignment of the Lease or Tenant's Interest in violation of the provisions of this Lease;

25.1.8 Tenant's failure to purchase the Conveyance Premises in accordance with the terms set forth in the Purchase Notice and Exhibit 31;

25.1.9 Tenant's failure to satisfy the conditions precedent to the issuance of the Notice to Proceed or the conditions to issuance of the Certificate of Completion within the time periods set forth herein.

25.1.10 The occurrence of a default (beyond applicable notice and cure periods) under the New Amended and Restated Gallery II Lease, the New Amended and Restated JCP Lease or the 801 Easement Agreement (a "Cross Default"); provided, however, a Cross Default shall not be deemed an Event of Default under this Lease if: (X) (i) the tenant under the New Amended and Restated Gallery II Lease and/or the New Amended and Restated

JCP Lease, as applicable, is not an Affiliate of Tenant; or (ii) the property burdened by the 801 Easement is not owned by Tenant or an Affiliate of Tenant; and (Y) (i) the premises and the leasehold created by, as applicable, the New Amended and Restated Gallery II Lease or the New Amended and Restated JCP Lease, shall be subject to a Qualified OEA in the case of a default referenced in Section 25.1.10 (X) (i); or (ii) the property burdened by the 801 Easement shall be subject to a Qualified OEA, in the case of a default referenced in Section 25.1.10 (X) (ii).

25.1.11 The use of the Premises for any Prohibited Use, provided, however, such use shall not be an Event of Default if Tenant shall have given notice to any subtenant engaging in a Prohibited Use within five (5) days after Landlord provides written notice to Tenant and thereafter Landlord diligently and continuously pursues the elimination thereof.

25.1.12 The occurrence of a default (beyond the notice and cure periods set forth in Section 25.1.2) related to any Non-Premises Common Area; provided, however, such default shall not be deemed an Event of Default under this Lease with respect to any Non-Premises Common Area adjacent to Gallery II, JCP Building, 907 Market Property or the Subcondominium Units if (i) neither Tenant nor an Affiliate of Tenant is the tenant or fee owner of Gallery II, JCP Building, 907 Market Property or the Subcondominium Units, as applicable; and (ii) Gallery II, JCP Building, 907 Market Property, the Subcondominium Units or the leasehold interest therein, as applicable in each case, is subject to a Qualified OEA.

26. **Landlord's Remedies.** Upon the occurrence of any Event of Default, Landlord at any time thereafter may exercise any right or remedy available to Landlord at law or in equity and, in addition, may exercise any one or more of the following remedies, all subject to the provisions of Article 21.

26.1 Termination of Lease.

26.1.1 Landlord may terminate this Lease, by written notice to Tenant, without any right by Tenant to reinstate its rights by payment of Rent due or other performance of the terms and conditions of this Lease. Upon such termination Tenant shall (i) immediately surrender possession of the Premises to Landlord, and (ii) all right, title and interest of Tenant in the Improvements (including any Alterations) and the Premises shall automatically cease and determine.

26.1.2 In the event Tenant disputes the existence of an alleged Event of Default or the right of Landlord to terminate the Lease ("Dispute Proceeding") Tenant may, within thirty (30) days of the notice of the Event of Default or notice of termination file an appropriate action in a trial court of first impression (or a bankruptcy court) located in the Commonwealth of Pennsylvania (unless a bankruptcy court exercising jurisdiction is elsewhere) ("Trial Court"). If Tenant was not the prevailing party at the Trial Court and has filed a timely appeal thereof, Landlord shall not enforce its judgment or terminate this Lease (i) until the earlier of the date upon which the Dispute Proceeding has been settled or the Trial Court has issued a final order determining the existence of the Event of Default and the time for appeal thereunder has elapsed without Tenant filing an appeal of such order; or (ii) in the event Tenant files a motion for post-trial relief or reconsideration with

the Trial Court which includes, as part of the requested relief thereunder, a stay of the enforcement of such Landlord's judgment, until the expiration of such stay, if granted, or the denial thereof; or; (iii) if Tenant elects to appeal the determination of the Trial Court and, in connection therewith requests the appellate court to issue a stay of the enforcement of such Landlord's judgment, until the expiration of such stay or, in the event of the denial thereof, until the expiration of a period of two hundred seventy (270) days from the filing of such appeal.

26.1.3 The provisions of this Section 26.1 are intended by the parties to limit and restrict Landlord's ability to terminate the Lease upon the occurrence of an Event of Default that is, or becomes subject to, a Dispute Proceeding. However, notwithstanding these limits and restrictions on Landlord's rights to terminate the Lease, nothing contained herein shall impair, limit or restrict the ability or right of either party to appeal the determination of the Trial Court or any subsequent court on appeal to the fullest extent allowed by law. Further, Landlord and Tenant each waive any objections to a request by either for expedited proceedings in connection with the Dispute Proceeding or any appeal thereof.

26.1.4 In the event of a termination of this Lease, Tenant shall, upon Landlord's request, reasonably assist Landlord in locating a replacement tenant or purchaser for the Premises. The provisions of this Section 26.1.4 shall survive the termination of this Lease.

26.2 Reletting; Right to Collect Rent from Subtenants.

26.2.1 With or without terminating this Lease, as Landlord may elect, Landlord may re-enter and repossess the Premises, or any part thereof, and lease such portion of the Premises to any other person upon such terms as Landlord shall deem reasonable, for a term within or beyond the Term. Any such reletting prior to termination shall be for the account of Tenant, and Tenant shall remain liable for (a) the excess, if any of (i) all Rent and other sums which would be payable under this Lease by Tenant in the absence of such expiration, termination or repossession, over (ii) the rents and proceeds from any existing Subleases and the net proceeds, if any, of any reletting effected for the account of Tenant, determined by deducting from the gross proceeds of any such reletting all expenses incurred in connection with such reletting of the Premises, as determined by Landlord, including, without limitation, the following: (A) repossession costs; (B) attorneys' fees and expenses; (C) brokers' commissions and advertising costs; (D) costs of alterations, improvements, repairs and replacements; and (E) improvement allowances, free rent, and other concessions; and, (b) all other reasonable costs and expenses, direct or indirect (but excluding consequential damages), incurred as a result of Tenant's breach of this Lease.

26.2.2 If the Premises are sublet by Tenant to others at the time of any Event of Default, subject to the rights and remedies of any Leasehold Mortgagee, Landlord may, as Tenant's agent, collect rents due from any Subtenant and apply such rents to the Rent and other amounts due hereunder without in any way affecting Tenant's obligations to Landlord, subject to any rights of any Leasehold Mortgagee to such rents. Such agency, being given for security, is hereby declared to be irrevocable.

26.3 Cure by Guarantor. Landlord agrees to accept the cure of an Event of Default by any Guarantor and, if so cured within the applicable cure period set forth in Section 25, the Event of Default shall be deemed cured. Accordingly, so long as any Guarantor completes such cure, Landlord shall not exercise any remedy, including without limitation, termination of this Lease.

26.4 Landlord's Cure Right. If Tenant shall default in any payment required to be made by Tenant to third parties hereunder or shall default in performing any other obligations of Tenant under this Lease pertaining to ordinary maintenance and repair, Landlord may, but shall not be obligated to, make such payments or, on behalf of Tenant, expend such sums as may be necessary to perform such obligations, provided Landlord shall have given Tenant notice of its intention to do so, and Tenant shall have failed to make the payment or perform the obligations, or commence performance, within thirty (30) days after receipt of the notice. All sums so expended by Landlord shall be repaid by Tenant to Landlord on demand with interest at the Default Interest Rate. No such payment or expenditure by Landlord shall be deemed a waiver of Tenant's default nor shall it affect any other remedy of Landlord by reason of such default.

27. Defaults of Landlord.

27.1 Landlord's Cure Period. Subject to the applicable provisions of this Lease, Landlord shall not be deemed to be in default in the performance of any obligation under this Lease unless and until it shall have failed to perform such obligation within sixty (60) days after receipt of notice from Tenant specifying the default; provided, however, that if the nature of Landlord's obligation is such that more than sixty (60) days are reasonably required for its performance, Landlord shall not be in default if it shall commence such performance within said sixty (60) day period, and thereafter diligently proceeds with and completes it.

27.2 Remedies for Landlord's Default. If the Landlord shall be in default under this Lease, Tenant shall have, in addition to any other remedies provided in this Lease, all rights available to it at law or in equity.

28. General Provisions Concerning Remedies.

28.1 Waiver of Landlord and Tenant Act Notices. If proceedings are commenced by Landlord to recover possession under the Acts of Assembly and Rules of Civil Procedure, upon the expiration or earlier termination of the Term, or for non-payment of Rent or any other reason, Tenant specifically waives the right to the notices required by the Landlord and Tenant Act of 1951, as the same may be amended.

28.2 Injunction. In the event of breach or threatened breach by Tenant of the Nondiscrimination Covenants or any other provision of this Lease, Landlord shall have the right of injunction or other equitable relief, including, without limitation, the right of specific performance, in addition to every other right or remedy granted in this Lease.

28.3 Rights Cumulative. No right or remedy granted to Landlord or Tenant in this Lease is intended to be exclusive of any other right or remedy granted in this Lease or available at law or equity or by statute, but each shall be cumulative and in addition to every

other right or remedy granted in this Lease or now or hereafter existing at law or in equity or by statute.

28.4 Waivers. No waiver by Landlord or Tenant of any breach by the other of any obligations, agreements or covenants in this Lease shall be a waiver of any subsequent breach or of any obligation, agreement or covenant, nor shall any forbearance by Landlord or Tenant to seek a remedy for any breach by the other to be a waiver of any rights and remedies with respect to such or any subsequent breach.

28.5 WAIVER OF JURY TRIAL. TENANT AND LANDLORD HEREBY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS LEASE, THE RELATIONSHIP OF LANDLORD AND TENANT, TENANT'S USE OR OCCUPANCY OF THE PREMISES, OR ANY CLAIM OF INJURY OR DAMAGE, OR ANY OTHER REMEDY WITH RESPECT THERETO.

29. **Notices.** Any notices required or permitted to be given under this Agreement shall be given in writing and shall be delivered by (a) hand delivery, or (b) commercial overnight courier that guarantees next day delivery and provides a receipt and such notices shall be addressed as follows:

If to Landlord:

Philadelphia Redevelopment Authority
1234 Market Street, 16th Floor
Philadelphia, PA 19107-3701
Attn: Executive Director

With a required copy to:

Philadelphia Redevelopment Authority
1234 Market Street, 16th Floor
Philadelphia, PA 19107-3701
Attn: General Counsel

If to Tenant:

PR Gallery I Limited Partnership
c/o PREIT Services, LLC
200 South Broad Street
The Bellevue, Third Floor
Philadelphia, PA 19102
Attn: Daniel Herman, Senior Vice President, Development

With a required copy to:

PR Gallery I Limited Partnership
c/o PREIT Services, LLC
200 South Broad Street
The Bellevue, Third Floor
Philadelphia, PA 19102
Attn: General Counsel

or to such other address as either party may from time to time specify in writing to the other party. Any notice shall be effective only upon receipt (or refusal by the intended recipient to accept delivery). Any notice which is received on a Saturday, Sunday or a legal holiday, or after 5:00 p.m. prevailing local time at the place of receipt, shall be deemed received on the next business day. For so long as the tenants under this Lease, the New Amended and Restated Gallery II Lease and the New Amended and Restated JCP Lease are Affiliates, then notice from Landlord with respect to an Event of Default under this Lease shall be deemed notice under each such lease.

30. **Guaranty.** The effectiveness of this Lease is conditioned upon the execution and delivery by each of PREIT Associates LP and The Macerich Partnership, L.P. of a joint and several guaranty (“Guaranty”) in the form attached hereto as Exhibit 30.

31. **Tenant’s Obligation to Purchase.** Landlord desires to convey and Tenant desires to purchase Landlord’s fee and remainder interest in the Conveyance Premises and, prior

to such conveyance, to provide for a Term that extends beyond December 31, 2084. Subject to its receipt of confirmation by DOT that such conveyance is authorized, Landlord shall provide notice to Tenant (“Purchase Notice”) at such time as Landlord may elect indicating that Tenant is required to purchase the Conveyance Premises upon the terms and conditions set forth in Exhibit 31, as the same may be modified by the Purchase Notice. Tenant agrees to purchase the Premises in accordance with the Purchase Notice provided that the terms thereof are not materially inconsistent with the provisions set forth on Exhibit 31. Landlord shall, as soon as practical, at its sole cost and expense, apply for, and diligently seek, all confirmations or consents required from DOT for the conveyance of such interests. Landlord shall provide copies to Tenant of all formal written correspondence to and from DOT or other federal government entities promptly upon the delivery, or receipt, thereto. Landlord agrees and Tenant acknowledges that Landlord shall not deliver the Purchase Notice until after the issuance of the Certificate of Completion.

32. **Miscellaneous.**

32.1 Termination of Other Agreements. The parties agree and acknowledge that the following agreements have expired or terminated, except to the extent provisions thereof expressly survive such expiration or termination and Appurtenant Rights or obligations in favor of, or rights of, third parties including, without limitation, the rights of the owner and occupants of the Aramark Building, which shall, despite such termination, remain effective: (i) Agreement dated May 26, 1976 by and between Gimbel Brothers, Inc. and Rouse Philadelphia, Inc., as it may have been amended (a copy of which is recorded in the Philadelphia Department of Records as Deed Book 1266, Page 361); (ii) Gallery II Agreement among Gimbel Brothers, Inc., and Market Street East Joint Venture and the Redevelopment Authority of the City of Philadelphia dated January 12, 1983, as it may have been amended (a copy of which is recorded in the Philadelphia Department of Records at Deed Book 0855, Page 450); and (iii) J.C. Penney-Developer Operation, Maintenance, and Reciprocal Easement Agreement dated September 16, 1983, by and between Market Street East Joint Venture, and J.C. Penney Properties, Inc. (a copy of which is recorded in the Philadelphia Department of Records at Deed Book 0855, Page 409).

32.2 Acknowledgement Regarding Premises Common Area Kiosks. As provided in that certain Memorandum of Agreement dated April 10, 1992 by and between Landlord and Tenant’s predecessors in interest in the Gallery I Lease (as the same may have been amended from time to time) (the “Memo Agreement 1”), and that certain Memorandum of Agreement dated March 25, 1999 by and between Landlord and Tenant’s predecessors in interest in the Gallery I Lease (the “Memo Agreement 2”; collectively with Memo Agreement 1, the “Side Agreements”), certain income, whether pursuant to the Side Agreements or as established by custom between the parties, from carts and kiosks located within Premises Common Areas was shared between Landlord and Tenant. The parties acknowledge and agree that from and after the Effective Date the Side Agreements and any similar agreements or practices between the parties respecting the sharing of income and expenses, shall be deemed null and void and, without limitation, Landlord shall have no claim or right to any income from carts, kiosks, Subleases, or otherwise.

32.3 Acknowledgement Regarding Urban Renewal Plan. The parties acknowledge the applicability of, and requirements of the Urban Renewal Plan and related documents.

32.4 Successors and Assigns. This Lease shall be binding upon and inure to the benefit of the parties hereto and their respective permitted successors and assigns.

32.5 Limitation of Landlord's Liability. Tenant shall look solely to Landlord's interest in the Premises, including, without limitation, any rents, issues, profits, insurance proceeds or condemnation proceeds, for enforcement of any financial or other obligation of Landlord under this Lease or under applicable law. No other property or other assets of Landlord shall be subject to levy, execution or other enforcement proceeding for the satisfaction of Tenant's remedies or with respect to this Lease, the relationship of Landlord and Tenant or Tenant's use and occupancy of the Premises.

32.6 Severability. If any provision in this Lease or the application thereof shall to any extent be invalid, illegal or otherwise unenforceable, the remainder of this Lease, and the application of such provision other than as invalid, illegal or unenforceable, shall not be affected thereby, and such provisions in this Lease shall be valid and enforceable to the fullest extent permitted by law.

32.7 Estoppel Certificates. Landlord and Tenant shall at any time and from time to time, within thirty (30) days after written request by the other, execute and deliver to the party requesting the same or to any prospective Leasehold Mortgagee, investor, buyer or assignee of any of them, or Subtenant designated by Tenant a certification stating that (a) this Lease is in full force and effect and has not been amended or modified (or identifying such amendments or modifications); (b) Tenant is not in default under this Lease (or specifying the default); (c) the date through which Rent has been paid; (d) whether either party has any defense, offset, claim or counterclaim under this Lease or otherwise notified the other party of any claim against the other party with respect to this Lease or the Premises; (e) there has been no prior assignment of this Lease (or, if so, specifying the assignment); and (f) such other information as the requesting party may reasonably request.

32.8 Modifications. No change or modification of this Lease shall be valid unless the same is in writing and signed by the parties to this Lease. No waiver of any of the provisions of this Lease shall be valid unless the same is in writing and is signed by the party against which it is sought to be enforced.

32.9 Interpretation of Lease. The headings and captions in this Lease are inserted for convenience of reference only and in no way define, describe or limit the scope or intent of this Lease or any of the provisions hereof. Where the context so requires, the use of the singular shall include the plural and vice versa and the use of the masculine shall include the feminine and the neuter.

32.10 Force Majeure. In the event performance of any of their respective covenants, agreements or obligations under the Lease by Landlord or Tenant is prevented, interrupted or delayed by Force Majeure, the date or time or times for the performance of such

covenant, agreement or obligation shall be extended for a period of time equal to the number of days the performance is prevented, interrupted or delayed, and neither Landlord nor Tenant shall be liable for any costs, losses, damages, injuries or liabilities caused to or suffered or incurred by the other in connection with, or as a result of, any such delay. Notwithstanding the foregoing, a force majeure event shall not excuse the commencement or completion of the Entire Redevelopment Project or the Gallery Mall Redevelopment Project unless Tenant shall provide written notice of such event to Landlord within thirty (30) days after the occurrence thereof.

32.11 Governing Law. This Lease shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.

32.12 Recording of Lease. Upon execution, this Lease shall be recorded in the office of the Department of Records of Philadelphia County, Pennsylvania. Tenant shall be responsible for recording the Lease and for paying all fees in connection therewith.

32.13 Counterparts. This Lease may be executed in two or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

32.14 Transmission of Agreement by Facsimile or PDF. The transmission of a signed counterpart of this Lease by facsimile or by portable document file (“PDF”) shall have the same force and effect as delivery of an original signed counterpart of this Lease, and shall constitute valid and effective delivery for all purposes. If either party delivers a signed counterpart of this Lease by transmission of a facsimile or PDF, it shall also send promptly thereafter by overnight courier or personal delivery a signed original counterpart of this Lease to the other party, but failure to do so shall not render this Lease void or voidable by either party.

32.15 Survival of Indemnification and Defense Obligations. Except as specifically set forth herein to the contrary, all indemnification, hold harmless and defense obligations of the parties set forth herein shall survive the expiration or termination of this Lease.

32.16 Schedules and Exhibits. All Schedules and Exhibits attached to this Lease are hereby made a part hereof and incorporated herein by reference.

32.17 City Council Ordinance (Bill No. 100101). Except as provided in the provisions of Sections 9, 20 and 21, above, unless City Council first approves by resolution: (a) this Lease may not be assigned or otherwise transferred to a new tenant, regardless of the reason for the proposed reassignment; (b) no change may be made to the price which Tenant must pay to the Landlord for the Premises, nor may any change be made to the Approved Plans, nor may any change be made to the disposition supplement, if any; (c) neither Tenant nor any person, corporation, partnership or other legal entity owning ten percent (10%) or more of the legal or equitable interest in Tenant shall, prior to the issuance by Landlord of a Certificate of Completion, (i) transfer, cause to be transferred or suffer to be transferred any legal or equitable interest in Tenant or the stock or partnerships interests of Tenant; or (ii) cause or suffer to be caused any similar significant change in the legal or equitable ownership of Tenant or of the stock or partnership interests of Tenant or in the relative distribution thereof, the identities of the parties in control of Tenant or the degree of such control, by any method or means whatsoever;

and (d) this Lease may not be amended to avoid the requirement of City Council approval as required by this Section, unless such amendment is approved by City Council by resolution prior to execution.

[Signature Page Follows]

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease intending to be legally bound hereby, as of the date first above written.

LANDLORD:

PHILADELPHIA REDEVELOPMENT AUTHORITY

By: _____
Name: _____
Title: _____

TENANT:

PR GALLERY I LIMITED PARTNERSHIP

By: GPM GP LLC, its general partner
By: PM Gallery LP, its sole member
By: PR 8-10 Market GP LLC, a general partner
By: PREIT Associates, L.P., its sole member
By: Pennsylvania Real Estate Investment Trust,
its general partner

By: _____
Name: Bruce Goldman
Title: Executive Vice President, General Counsel &
Secretary

and

By: Macerich Gallery Market East GP LLC, a general partner

By: _____
Name: Thomas J. Leanse
Title: Senior Executive Vice President, Chief Legal Officer &
Secretary

JOINDER

The undersigned, for good and valuable consideration, the mutual release and benefits obtained, and intending to be legally bound, do hereby join this Lease for the sole purpose of agreeing to and accepting the provisions of Section

PAID:

Philadelphia Authority for Industrial Development, on behalf of itself and its agents

By: _____
Name: _____
Title: _____

City:

City of Philadelphia

By: _____
Name: _____
Title: _____

PRI:

PREIT Rubin, Inc.

By: _____
Name: Bruce Goldman
Title: Executive Vice President and Secretary

907 LP:

PR 907 Market LP

By: GPM GP LLC, its general partner

By: PM Gallery LP, its sole member

By: PR 8-10 Market GP LLC, a general partner

By: PREIT Associates, L.P., its sole Member

By: Pennsylvania Real Estate Investment Trust,
its general partner

By: _____

Name: Bruce Goldman

Title: Executive Vice President,
General Counsel & Secretary

And

By: Macerich Gallery Market East GP LLC, a general partner

By: _____

Name: Thomas J. Leanse

Title: Senior Executive Vice President, Chief Legal Officer & Secretary

PREIT:

Pennsylvania Real Estate Investment Trust

By: _____

Name: Bruce Goldman

Title: Executive Vice President, General Counsel & Secretary

PREIT KEYSTONE:

Keystone Philadelphia Properties, LP

By: GPM GP LLC, its general partner

By: PM Gallery LP, its sole member

By: PR 8-10 Market GP LLC, a general partner

By: PREIT Associates, L.P., its sole member

By: Pennsylvania Real Estate Investment Trust,
its general partner

By: _____

Name: Bruce Goldman

Title: Executive Vice President, General Counsel &
Secretary

and

By: Macerich Gallery Market East GP LLC, a general partner

By: _____

Name: Thomas J. Leanse

Title: Senior Executive Vice President, Chief Legal Officer &
Secretary

SUBCONDOMINIUM OWNERS:

801 4-6 Fee Owner LP

By: 801 4-6 Fee Owner GP LLC, its general partner

By: GPM GP LLC, its non-member manager

By: PM Gallery LP, its sole member

By: PR 8-10 Market GP LLC, a general partner

By: PREIT Associates, L.P., its sole member

By: Pennsylvania Real Estate Investment Trust, its general partner

By: _____

Name: Bruce Goldman

Title: Executive Vice President, General Counsel
& Secretary

and

By: Macerich Gallery Market East GP LLC, a general partner

By: _____

Name: Thomas J. Leanse

Title: Senior Executive Vice President, Chief Legal Officer &
Secretary

801 C-3 Fee Owner LP

By: 801 C-3 Fee Owner GP LLC, its general partner

By: GPM GP LLC, its non-member manager

By: PM Gallery LP, its sole member

By: PR 8-10 Market GP LLC, a general partner

By: PREIT Associates, L.P., its sole member

By: Pennsylvania Real Estate Investment Trust,
its general partner

By: _____

Name: Bruce Goldman

Title: Executive Vice President, General Counsel
& Secretary

and

By: Macerich Gallery Market East GP LLC, a general partner

By: _____

Name: Thomas J. Leanse

Title: Senior Executive Vice President, Chief Legal Officer &
Secretary

EXHIBIT 1.2

ADDITIONAL DEFINITIONS

801 Easement. The easement agreement by 801 C-3 Fee Owner LP in favor of Landlord providing access to the Public Access Easement through a portion of Unit 1 E-H of the Subcondominium.

Affiliate. Any entity which, directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with Landlord or Tenant (or, in the case of a Tenant Affiliate, Pennsylvania Real Estate Investment Trust). For purposes of this definition, “control” shall mean the power to (a) vote fifty-one percent (51%) or more of the interests having ordinary voting power for the election of directors of any entity, or (b) direct or cause the direction of the management and policies of such entity, whether by contract or otherwise.

Alteration. Any installation, alteration, modification, subtraction, or addition of or to the Premises or any Improvements, or the removal or replacement thereof.

Aramark Building Agreement. The agreement respecting certain matters related to, without limitation, the Aramark Building and providing for the indemnification of Public Parties as described in Section 3.2.7.

City. The City of Philadelphia.

Commuter Rail Tunnel. The railroad tunnel located, in part, under the Gallery Mall and access thereto.

Convention Center. The Pennsylvania Convention Center generally bounded by Broad Street, 11th Street, Arch Street and Race Street.

Conveyance Premises. That certain premises to be conveyed to Tenant in accordance with the provisions of Section 31.

Effective Date. The date that is the later of (i) the date of this Lease or (ii) the date on which all of the conditions precedent set forth in Section 3.1 have been satisfied or waived.

Environmental Laws. All Federal, state and local laws, statutes, ordinances, codes, rules, regulations and other requirements respecting the environment, including but not limited to those respecting: (a) the generation, use, handling, processing, storage, treatment, transportation, or disposal of any solid or hazardous wastes, or any hazardous or toxic substances or materials; (b) pollution or contamination of land, improvements, air (including indoor air), or water (including groundwater); (c) emissions, spills, releases, or discharges of any substance onto or into the land, improvements, air (including indoor air), or water (including groundwater), or any sewer or septic system; (d) protection of wetlands; (e) aboveground or underground storage tanks; (f) air quality (including indoor air quality) or water quality (including groundwater quality); and (g) protection of endangered species. Without limiting the generality of the foregoing, the term “Environmental Laws” includes the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C., Sec. 9601, et seq.; the Resource Conservation

and Recovery Act, as amended, 42 U.S.C., Sec. 6901, et seq., and the Toxic Substance Control Act of 1976, as amended, 15 U.S.C., Sec. 2601, et seq., the Pennsylvania Hazardous Sites Cleanup Act, 35 P.S. § 6020.101 et seq., the Pennsylvania Solid Waste Management, 35 P.S. § 6018.101 et seq., and the Pennsylvania Clean Streams Law, 35 P.S. 691.1 et seq.

Environmental Violation. shall mean (a) any direct or indirect discharge, disposal, spillage, emission, escape, pumping, pouring, injection, leaching, release, seepage, filtration or transporting of any Hazardous Substance at, upon, under, onto or within the Premises, or from the Premises to the environment, in violation of any Environmental Law or in excess of any reportable quantity established under any Environmental Law or which could result in any liability to any Governmental Authority or any other person for the costs of any removal or remedial action or natural resources damage or for bodily injury or property damage, (b) any deposit, storage, dumping, placement or use of any Hazardous Substance at, upon, under or within the Premises or which extends to any adjoining property in violation of any Environmental Law or in excess of any reportable quantity established under any Environmental Law or which could result in any liability to any Governmental Authority or any other person for the costs of any removal or remedial action or natural resources damage or for bodily injury or property damage, (c) the abandonment or discarding of any barrels, containers or other receptacles containing any Hazardous Substances in violation of any Environmental Laws, or (d) any violation of or noncompliance with any Environmental Law.

Expiration Date. The date upon which the Term ends unless the Lease is sooner terminated in accordance with its terms.

Fee Mortgage. A mortgage, deed of trust, deed to secure debt or other security instrument creating a lien upon Landlord's fee interest in the Premises and/or reversionary interest in the Improvements.

Force Majeure. Events or circumstances beyond the control of Tenant or Landlord, as applicable, including, without limitation, strike, lockout, action of labor unions, riots, storm, flood, explosion, acts of God or of the public enemy, war, invasion, insurrection, mob violence, sabotage, malicious mischief, inability to procure, or general shortages of, labor, equipment, facilities, materials or supplies in the open market, failure of transportation, fires, epidemics, quarantine restrictions, freight embargoes, unusually severe weather, delays occasioned by excavation efforts to uncover archeological artifacts, and delays of Contractors due to such causes and not caused by the act or failure to act by the party thereby delayed in such performance.

Full Replacement Cost. 100% of the actual replacement cost (without deduction for depreciation) excluding, in the case of the Improvements, the costs of excavations, footings and foundations.

Girard Estate. Collectively, where appropriate in context, Girard Estate Fee and Girard Estate Leasehold.

Governmental Authority. Any federal, state, county or municipal government, or political subdivision thereof, any governmental or quasi-governmental agency, authority, board,

bureau, commission, department, instrumentality, special service district or public body, or any court or administrative tribunal.

Guarantor. Individually and collectively, as appropriate in context, PREIT Associates LP and The Macerich Partnership, L.P. or any permitted substitute of either in accordance with Section 20.3.

Hazardous Substances. Any substance, material or waste defined as a pollutant or contaminant, or as a hazardous, toxic or dangerous substance, material or waste, under any Environmental Law, including, without limitation, petroleum, petroleum products, PCBs and asbestos.

Improvements. The improvements, buildings, and structures now existing or hereafter made or constructed upon or within the Premises, including, without limitation, the improvements existing as of the Effective Date as well as to be made pursuant to the Gallery Mall Redevelopment Project and any other Alterations, excluding buildings, improvements, and structures owned by third parties, including, without limitation, the SEPTA Structures. All Improvements shall be the property of Tenant until the expiration or sooner termination of this Lease, subject to the terms hereof.

Integrated Access Easement. The series of access easements through the Gallery Mall, including the Public Access Easement set forth in Exhibit 5.2.1 and the 801 Easement as set forth in Exhibit 5.5.

Institutional Lender. A savings and loan association, savings bank, commercial bank or trust company, insurance company, educational institution, welfare, pension or retirement fund or system, any other entity subject to supervision and regulation by the insurance or banking departments of any state of the United States or by a department or agency of the United States exercising similar functions (or any successor department or departments hereafter exercising the same functions as said departments), any governmental agency or entity insured by a governmental agency, a finance company, a private mortgage company, a conduit or pooled mortgage investment fund, a real estate investment trust, an investment bank, or any other lender generally considered an “institutional” real estate lender and which makes loans secured by real estate as an ordinary part of its business, provided that in order for any of such entities to be included as an “Institutional Lender,” it shall either (i) have a net worth of at least \$1,000,000,000.00, or (ii) be a real estate mortgage investment conduit (“REMIC”) or similar vehicle so long as the mortgage held by the REMIC or similar vehicle is serviced by an entity that meets the requirements of clause (i) above or by a rated servicer, or (iii) be an entity controlled by any of the entities described in clause (i) or (ii) above. An entity meeting the foregoing requirements shall be deemed an Institutional Lender whether acting individually or in a fiduciary capacity.

JC Penney Building. The land, structures, and buildings comprising the land on the north side of Market Street between 10th and 11th Streets and to the west of the Gallery II Shopping Center within which, among others, a Burlington Coat Factory store is operated as of the date of this Lease.

Landlord's Interest. Landlord's interest in the Premises (including both the fee interest in the land and the reversionary interest in the Improvements), this Lease and the leasehold estate created hereby.

Law(s). The judicial decisions, statutes, constitutions, ordinances, resolutions, regulations, rules, administrative orders and other requirements of all Governmental Authorities having jurisdiction over the parties to this Lease or the Premises or both, in effect either at the Effective Date or any time during the Term.

Leasehold Mortgage. A mortgage, deed of trust, deed to secure debt or other security instrument creating a lien upon Tenant's Interest as security for one or more notes, bonds or other evidences of indebtedness issued by Tenant and held by an Institutional Lender.

Leasehold Mortgagee. An Institutional Lender, or assignee thereof (which must also be an Institutional Lender or an Affiliate thereof), who holds a Leasehold Mortgage.

LFS Ordinance. Ordinance (Bill No) 100720-A, passed by City Council on June 23, 2012 and signed by the Mayor on July 19, 2012.

LFS Ordinance Amendments. Amendments to the LFS Ordinance clarifying or providing that the LFS Ordinance (including Code Section 14-1604.2(4)(b)(.1) does not require the removal of signs permitted pursuant to the LFS Ordinance, except as may be required for a violation of the LFS Ordinance or other Law.

Macerich. The Macerich Company and its successors and assigns.

Net Condemnation Proceeds. The amount of any condemnation award or payment remaining after first reimbursing Landlord and Tenant for the necessary and proper expenses paid or incurred by Landlord and Tenant in the collection of the condemnation award or payment (including, without limitation reasonable attorneys' fees and disbursements).

Non-Premises Common Areas. (i) the sidewalks and exterior access ways adjacent to the Gallery Mall, 907 Market Property and Strawbridge Department Store Unit; (ii) exterior hardscaping, landscaping or other exterior common elements, decorations, or improvements owned or controlled by Tenant or any Affiliate; and (iii) the area comprising the Appurtenant Rights to the extent owned, controlled, leased or operated by Tenant or any Affiliate thereof inclusive of the Truck Ramp.

Notice to Proceed. A written notice issued by Landlord to Tenant indicating that all conditions precedent to the commencement of physical construction of the Gallery Mall Redevelopment Project have been satisfied.

Parking Garages. The multi-level parking garage located on the north side of Filbert Street at the intersection with 11th Street (currently owned by Landlord and operated by Parametric Garage Associates) and the multi-level parking garage located on the north side of Filbert Street between 9th and 10th Streets (currently owned by the Philadelphia Parking Authority).

Partial Taking. A Taking (other than for a temporary use) which is not a Total Taking.

Plans. Collectively, the Approved Plans as they may be revised in accordance with this Lease.

PREIT. Pennsylvania Real Estate Investment Trust and its successors and assigns.

PREIT Parties. Collectively, Tenant, PRI, 907 LP, Subcondominium Owners, PREIT Keystone or any Affiliate, subsidiary or Parent company thereof and each of their successors and assigns.

Premises Common Areas. Those certain areas of the Premises that are not generally subject to, or available for, subleases by third parties (other than portions thereof by cart or kiosk vendors) that are generally open to the public or other subtenants for their non-exclusive use.

Private Restrictions. All recorded covenants, conditions and restrictions and agreements in effect on the Effective Date, or thereafter entered into with Tenant's consent.

Public Access Area Funding. The funds provided by PAID to PREIT or its designee pursuant to the agreements referenced in Section 3.1.6 for the purpose of facilitating improvements to, and maintenance of, the Integrated Access Easement.

Public Parties. Collectively, the City, PAID and Landlord.

Reading Headhouse. The land, structures and buildings comprising the land on the north side of Market Street between 12th Street and 11th Street that is the landmark building housing the former Reading Railroad Company offices and Headhouse.

Reading Terminal Market. The land, structures and buildings comprising the land on the north side of Filbert Street, south side of Arch Street, between 12th Street and 11th Street, which is operated as a market selling produce and other goods as of the date of this Lease.

Representative shall mean any agent, employee, officer, director, partner or shareholder of a party or of its Affiliates.

SEPTA. The Southeastern Pennsylvania Transportation Authority.

SEPTA Structures. Buildings, rail tracks and tunnels, and other structures and improvements, wherever located, and owned or operated by SEPTA as of the date of this Lease or hereafter constructed.

State. The Commonwealth of Pennsylvania.

Strawbridge Building. The building commonly known as 801 Market Street, Philadelphia, which formerly housed the Strawbridge and Clothier Department Store.

Sublease. Any sublease, concession or other occupancy agreement or license agreement with a Subtenant with respect to the Premises or any portion thereof.

Subtenant. Any person, firm, corporation or other legal entity occupying any part of the Premises under a Sublease.

Subsubtenant. Any person, firm, corporation or other legal entity occupying any part of the Premises under a Sublease with a Subtenant or a sublease with a Subsubtenant.

Taking. Any taking by exercise of the power of condemnation or eminent domain, whether by legal proceedings or otherwise.

Taxes. All taxes, assessments, special assessments, levies, impositions, excises, fees, and other charges of any kind or nature whatsoever, general and special, foreseen and unforeseen, now or hereafter assessed, levied, imposed or charged by any Governmental Authority, upon or with respect to (a) this Lease, the Premises or any portion of the Premises or any interest therein; (b) the ownership, use, occupancy, possession, operation, leasing or management of all or any portion of the Premises; (c) the construction, alteration, maintenance or repair of the Premises; (d) the furniture, fixtures, equipment and other personal property located on the Premises (other than the personal property of any Subtenant or Subsubtenant); (e) this Lease or the Rent payable under this Lease; and (f) any subleases, license agreements or occupancy agreements with respect to all or any portion of the Premises or the amounts payable by any sublessees, licensees or other occupants thereunder.

Temporary Taking. A Taking of all or any portion of the Premises for temporary use or occupancy.

Tenant's Interest. Tenant's interest in the Premises, the Improvements, the Lease and the leasehold estate created by the Lease.

Total Taking. A Taking (other than for temporary use or occupancy) of the entire Premises or such a substantial part of the Premises that the remaining portion of the Premises, after Reconstruction, would be unsuitable for the continued use and occupancy as an integrated shopping and entertainment center.

Truck Tunnel. The underground truck access tunnel generally located under the Gallery Mall, with street access from Arch Street.

EXHIBIT 3.1.1

MALL MAINTENANCE TERMINATION AGREEMENT

Prepared By:

_____.

Return To:

_____.

Tax Parcel # _____

**MALL MAINTENANCE CORPORATION TERMINATION AGREEMENT AND
GENERAL RELEASE**

MALL MAINTENANCE CORPORATION TERMINATION AGREEMENT AND GENERAL RELEASE

This MALL MAINTENANCE CORPORATION TERMINATION AGREEMENT AND GENERAL RELEASE (“Agreement”) is made as of _____, 2015 among the CITY OF PHILADELPHIA (the “City”), the PHILADELPHIA REDEVELOPMENT AUTHORITY (formerly known as the Redevelopment Authority of the City of Philadelphia) (the “Authority”), PHILADELPHIA AUTHORITY FOR INDUSTRIAL DEVELOPMENT (“PAID”), PR GALLERY I LIMITED PARTNERSHIP (“PRGI”), PREIT RUBIN, INC. (“PRI”), PR 907 MARKET LP, a Delaware limited partnership (“PR 907”), and MALL MAINTENANCE CORPORATION (“MMCI”).

BACKGROUND

A. MMCI is a non-stock, non-profit corporation that was organized under the laws of the Commonwealth of Pennsylvania for the purpose of performing certain maintenance functions with respect to the shopping mall property in Philadelphia known as Gallery I. The original members of MMCI are the (i) the City, (ii) PAID, (iii) the Authority, (iv) PRGI (as successor-in-interest to Rouse Philadelphia, Inc.), (v) PRI (as successor-in-interest to Strawbridge & Clothier), and (vi) PR 907 (as successor-in-interest to Gimbel Brothers, Inc.). The organizing documents of MMCI contemplated that The Market Street East Development Company (“MSEDC”), a non-profit corporation organized under the laws of the Commonwealth of Pennsylvania, would also be a member of MMCI, but MSEDC either was not duly organized or ceased to exist without having any successor-in-interest and without the Mayor of the City of Philadelphia appointing any entity or person to represent the local private business interest in the stead of MSEDC. Consequently, all of the members of MMCI at present are the City, PAID, the Authority, PRGI, PR 907, and PRI.

B. The Authority, PAID, PRGI (as successor-in-interest to Rouse Philadelphia, Inc.), PRI (as successor-in-interest to Strawbridge & Clothier), PR 907 (as successor-in-interest to Gimbel Brothers, Inc.) and MMCI are parties to that certain Mall Maintenance Contribution Agreement dated May 15, 1979 (as amended, “Gallery I Maintenance Agreement”). Neither the City nor MSEDC is a party to the Gallery I Maintenance Agreement. The Gallery I Maintenance Agreement sets forth, among other things, the responsibility of MMCI to maintain Gallery I and the various financial contribution obligations and other contributions and obligations of the parties to the Gallery I Maintenance Agreement, which obligations include, among other things, certain obligations of certain of the parties to make financial contributions to MMCI.

C. The parties to this Agreement desire to terminate the Gallery I Maintenance Agreement effective as of the Effective Date (defined below) and to provide for the orderly termination and mutual release of all of the rights and obligations of the parties to the Gallery I Maintenance Agreement to one another, and for the orderly termination and wind-up of MMCI’s activities and existence.

NOW, THEREFORE, for good and valuable consideration the sufficiency and receipt of which are hereby acknowledged, and intending to be legally bound, the parties agree as follows:

1. **Effective Date.** The effective date of the transactions contemplated by this Agreement (the "Effective Date") will be the "Effective Date" as defined in that certain Amended and Restated Lease Agreement dated [____] by and between Philadelphia Redevelopment Authority (as Landlord) and PR Gallery I Limited Partnership (as Tenant) with respect to Gallery I ("Gallery I Lease").

2. **Termination of Gallery I Maintenance Agreement; Mutual Releases.**

(a) **Termination of Gallery I Maintenance Agreement.** Effective as of the Effective Date, the Gallery I Maintenance Agreement is hereby terminated and of no further force or effect. Each of the parties to this Agreement acknowledges and agrees that, from and after the Effective Date, none of the parties to this Agreement will have any further liability or obligation (including without limitation any liability or obligation to make any contribution or payment or to perform any services) to MMCI or to any of the other parties to this Agreement under, or with respect to, the Gallery I Maintenance Agreement.

(b) **Mutual Releases.** Effective as of the Effective Date, each of the parties to this agreement, for themselves and for all of their respective successors, predecessors, personal representatives, beneficiaries, trustees, administrators, subrogees, agents, attorneys, representatives, directors, officers, employees, servants, managers, members, partners, shareholders, principals, parent companies, subsidiaries, affiliates, agencies and divisions hereby irrevocably and absolutely releases and forever discharges each other as well as their respective predecessors and successors in interest, assignees, nominees, authorized franchisees, and past and present subsidiaries, affiliates, agencies, divisions, agents, attorneys, representatives, directors, officers, employees, former employees, servants, managers, members, partners, shareholders and principals (collectively, the "Released Parties") of and from all claims, obligations, actions or causes of action (however denominated), whether at law, by statute or in equity and whether known or unknown, present or contingent, for any injury, damage, loss, liability (whether or not accrued) or obligation whatsoever which they may now or hereafter have, own or claim to have against any of the Released Parties by reason of any fact, matter or circumstance whatsoever that relates to the Gallery I Maintenance Agreement or the subject matter thereof, including without limitation any performance of any duties or obligations thereunder or the failure to perform any duties or obligations thereunder, or in any agreement referencing or incorporating the provisions thereof, including, without limitation, any agreement for the benefit of the owners and occupants of the Aramark Building, or any claim relating to any actual or alleged breach or default of the Gallery I Maintenance Agreement by any current or former party thereto (the "Released Claims"). Effective as of the Effective Date, each of the parties to this Agreement further agrees and covenants not to sue any of the Released Parties regarding any of the Released Claims. Each of the parties to this Agreement acknowledges and agrees that any Released Parties that are not parties to this Agreement will be third party beneficiaries of the release provided for by this paragraph. **This release is a general release and the parties intend and agree that it is to be interpreted, construed and enforced as**

such. Nothing in this Agreement constitutes a release of any claim other than the Released Claims.

3. **Further Wind-Up Actions.**

(a) **Execution of This Agreement By MMCI.** Each of the parties to this Agreement acknowledges and agrees that PRGI is authorized and directed to execute this agreement on behalf of MMCI and to cause MMCI to perform its duties and obligations under this Agreement.

(b) **Agreement to Cause Dissolution of MMCI.** The parties agree to cooperate in good faith to formally dissolve MMCI as promptly as practicable. Each of the parties to this Agreement acknowledges that PRGI is authorized and directed to execute all documents, take all actions and make all filings as it determines to be necessary or advisable in connection with the formal dissolution of MMCI, without any further action being required on the part of any of the other members of MMCI or on the part of any of the other parties to this Agreement.

(c) **Disposition of Assets of MMCI.** The parties acknowledge and agree that upon the dissolution of MMCI, after discharging or making adequate provision for the discharge of all of the liabilities of MMCI according to their respective priorities, any remaining assets or surplus of MMCI are to be paid and distributed to PRGI in lieu of any payment or distribution being made to any of the other members of MMCI in their capacity as such.

(d) **Attorney General Approval.** To the extent required by applicable law, PRGI shall obtain the written approval of the Pennsylvania Office of Attorney General for the dissolution of MMCI and the distribution of its assets to PRGI.

4. **Construction of This Agreement.** Nothing contained in this Agreement is to be construed to make the parties hereto partners or joint venturers. This Agreement is to be governed and construed in accordance with the laws of the Commonwealth of Pennsylvania as an integrated agreement. If any provision of this Agreement is held to be invalid or unenforceable to any extent, this Agreement is to be construed, to the fullest extent permitted by law, in such manner as effects the intention of the parties.

5. **Amendment; Termination.** This Agreement may not be amended or terminated except with the written consent of each of the parties.

6. **Notices.** Any notices required or permitted to be given under this Agreement are to be given in writing and shall be sent by (a) hand delivery, (b) commercial overnight courier that guarantees next day delivery and provides a receipt, or (c) certified or registered United States Mail, and such notices shall be addressed as provided on Exhibit A or to such other address as either party may from time to time specify in writing to the other party. Notice given by hand delivery shall be effective upon receipt (or refusal by the intended recipient to accept delivery). Notice given by commercial overnight courier shall be effective upon the date of deposit with the courier.

7. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be deemed an original and all such counterparts shall together constitute one and the same instrument.

IN WITNESS WHEREOF, the undersigned parties have executed this GALLERY I MALL MAINTENANCE CORPORATION TERMINATION AGREEMENT AND GENERAL RELEASE on the date first written above.

Attest: **THE CITY OF PHILADELPHIA**

_____ By: _____
Name: _____
Title: _____

Attest: **PHILADELPHIA REDEVELOPMENT AUTHORITY**

_____ By: _____
Name: _____
Title: _____

Attest: **PHILADELPHIA AUTHORITY FOR INDUSTRIAL DEVELOPMENT**

_____ By: _____
Name: _____
Title: _____

[additional signatures on following page]

PR GALLERY I LIMITED PARTNERSHIP

Attest: By its general partner GPM GP LLC

By: _____
Name: _____
Title: _____

801 C-3 FEE OWNER LP

Attest: By its general partner 801 C-3 Fee Owner GP LLC

By: _____
Name: _____
Title: _____

801 4-6 FEE OWNER LP

Attest: By its general partner 801 4-6 Fee Owner GP LLC

By: _____
Name: _____
Title: _____

MALL MAINTENANCE CORPORATION

Attest: _____
By: _____
Name: _____
Title: _____

PREIT-Rubin, Inc.

By: _____
Name: _____
Title: _____

COMMONWEALTH OF PENNSYLVANIA

SS:

COUNTY OF

ON THIS, the _____ day of _____, 20____, before me, a Notary Public of the State and County stated above, the undersigned officer, personally appeared _____, who acknowledged himself to be a/the _____ of _____, a _____, and that he in such capacity, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of said _____ by himself in such capacity and acknowledged that he received a true and correct copy of the within instrument and all other documents referred to therein.

WITNESS my hand and Notarial Seal as of the day and year first above written.

Notary Public

My Commission Expires:

COMMONWEALTH OF PENNSYLVANIA

SS:

COUNTY OF

ON THIS, the _____ day of _____, 20____, before me, a Notary Public of the State and County stated above, the undersigned officer, personally appeared _____, who acknowledged himself to be a/the _____ of _____, a _____, and that he in such capacity, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of said _____ by himself in such capacity and acknowledged that he received a true and correct copy of the within instrument and all other documents referred to therein.

WITNESS my hand and Notarial Seal as of the day and year first above written.

Notary Public

My Commission Expires:

COMMONWEALTH OF PENNSYLVANIA

SS:

COUNTY OF

ON THIS, the _____ day of _____, 20____, before me, a Notary Public of the State and County stated above, the undersigned officer, personally appeared _____, who acknowledged himself to be a/the _____ of _____, a _____, and that he in such capacity, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of said _____ by himself in such capacity and acknowledged that he received a true and correct copy of the within instrument and all other documents referred to therein.

WITNESS my hand and Notarial Seal as of the day and year first above written.

Notary Public

My Commission Expires:

COMMONWEALTH OF PENNSYLVANIA

SS:

COUNTY OF

ON THIS, the _____ day of _____, 20____, before me, a Notary Public of the State and County stated above, the undersigned officer, personally appeared _____, who acknowledged himself to be a/the _____ of _____, a _____, and that he in such capacity, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of said _____ by himself in such capacity and acknowledged that he received a true and correct copy of the within instrument and all other documents referred to therein.

WITNESS my hand and Notarial Seal as of the day and year first above written.

Notary Public

My Commission Expires:

COMMONWEALTH OF PENNSYLVANIA

SS:

COUNTY OF

ON THIS, the _____ day of _____, 20____, before me, a Notary Public of the State and County stated above, the undersigned officer, personally appeared _____, who acknowledged himself to be a/the _____ of _____, a _____, and that he in such capacity, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of said _____ by himself in such capacity and acknowledged that he received a true and correct copy of the within instrument and all other documents referred to therein.

WITNESS my hand and Notarial Seal as of the day and year first above written.

Notary Public

My Commission Expires:

COMMONWEALTH OF PENNSYLVANIA

SS:

COUNTY OF

ON THIS, the _____ day of _____, 20____, before me, a Notary Public of the State and County stated above, the undersigned officer, personally appeared _____, who acknowledged himself to be a/the _____ of _____, a _____, and that he in such capacity, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of said _____ by himself in such capacity and acknowledged that he received a true and correct copy of the within instrument and all other documents referred to therein.

WITNESS my hand and Notarial Seal as of the day and year first above written.

Notary Public

My Commission Expires:

COMMONWEALTH OF PENNSYLVANIA

SS:

COUNTY OF

ON THIS, the _____ day of _____, 20____, before me, a Notary Public of the State and County stated above, the undersigned officer, personally appeared _____, who acknowledged himself to be a/the _____ of _____, a _____, and that he in such capacity, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of said _____ by himself in such capacity and acknowledged that he received a true and correct copy of the within instrument and all other documents referred to therein.

WITNESS my hand and Notarial Seal as of the day and year first above written.

Notary Public

My Commission Expires:

**EXHIBIT A
NOTICE ADDRESSES**

FOR THE CITY OF PHILADELPHIA:

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FOR PHILADELPHIA REDEVELOPMENT AUTHORITY:

Philadelphia Redevelopment Authority
1234 Market Street, 16th Floor
Philadelphia, PA 19107-3701
Attn: Executive Director

With a required copy to:

Philadelphia Redevelopment Authority
1234 Market Street, 16th Floor
Philadelphia, PA 19107-3701
Attn: General Counsel

FOR PHILADELPHIA AUTHORITY FOR INDUSTRIAL DEVELOPMENT:

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| |
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| |

FOR PR GALLERY I LIMITED PARTNERSHIP:

PR Gallery I Limited Partnership
c/o PREIT Services, LLC
200 South Broad Street
The Bellevue, Third Floor
Philadelphia, PA 19102
Attn: Daniel Herman, Senior Vice President, Development

With a required copy to:

PR Gallery I Limited Partnership
c/o PREIT Services, LLC
200 South Broad Street
The Bellevue, Third Floor
Philadelphia, PA 19102
Attn: General Counsel

FOR 801 C-3 FEE OWNER LP:

801 C-3 FEE OWNER LP
c/o PREIT Services, LLC
200 South Broad Street
The Bellevue, Third Floor
Philadelphia, PA 19102
Attn: Daniel Herman, Senior Vice President, Development

With a required copy to:

801 C-3 FEE OWNER LP
c/o PREIT Services, LLC
200 South Broad Street
The Bellevue, Third Floor
Philadelphia, PA 19102
Attn: General Counsel

FOR 801 4-6 FEE OWNER LP:

801 4-6 FEE OWNER LP:
c/o PREIT Services, LLC
200 South Broad Street
The Bellevue, Third Floor
Philadelphia, PA 19102
Attn: Daniel Herman, Senior Vice President, Development

With a required copy to:

801 4-6 FEE OWNER LP:
c/o PREIT Services, LLC
200 South Broad Street
The Bellevue, Third Floor
Philadelphia, PA 19102
Attn: General Counsel

FOR MALL MAINTENANCE CORPORATION:

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|--|
| |
| |
| |
| |

FOR PREIT-RUBIN, INC.:

PREIT-RUBIN, INC.
c/o PREIT Services, LLC
200 South Broad Street
The Bellevue, Third Floor
Philadelphia, PA 19102
Attn: Daniel Herman, Senior Vice President, Development

PREIT-RUBIN, INC.
c/o PREIT Services, LLC
200 South Broad Street
The Bellevue, Third Floor
Philadelphia, PA 19102
Attn: General Counsel

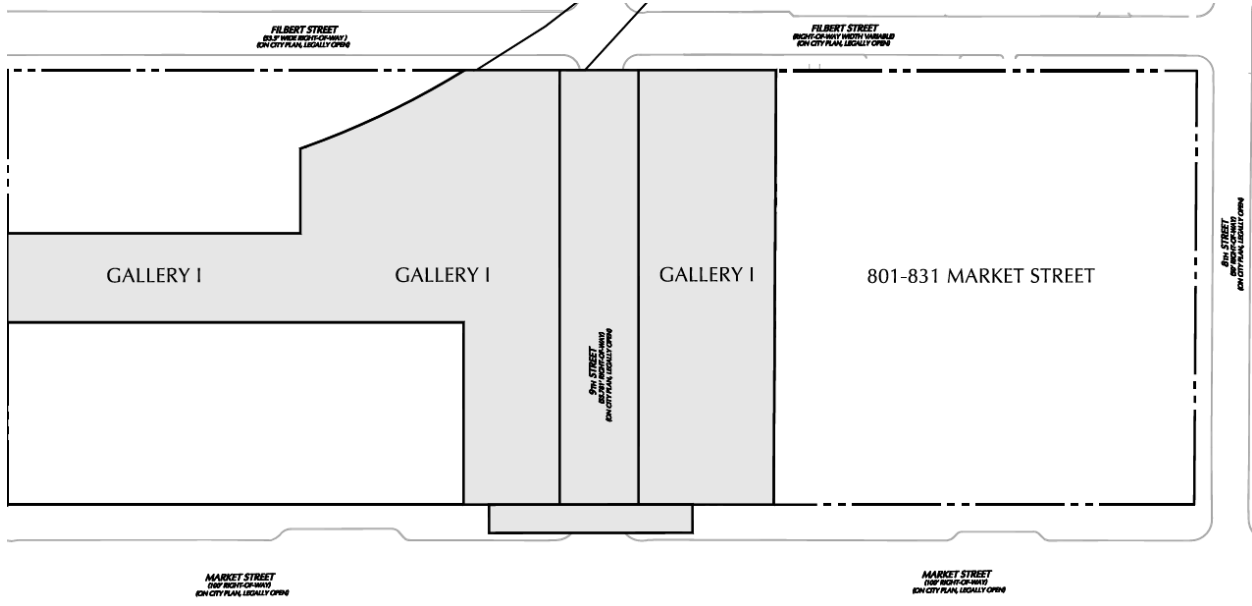
EXHIBIT 5.1

PREMISES

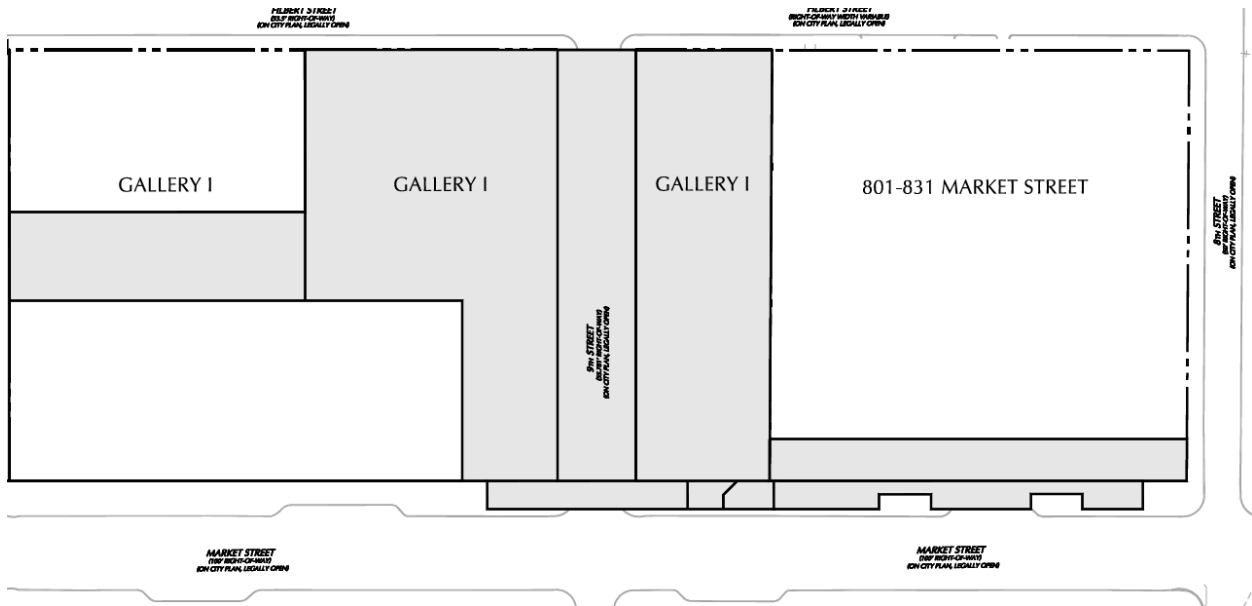
1. The “Premises” are: all property, improvements, air rights, subsurface rights owned by Landlord or leased by Landlord and located within, above or below (in certain specifically identified areas), the area shown on Schedule A to this Exhibit 5.1
2. The “Appurtenant Rights” are: all easements, rights of way, licenses, privileges, hereditaments, if any, belonging to, appurtenant to, or inuring to the benefit of the Premises or any part thereof, including the fee underlying the same, all to and only to the extent they relate to rights of access or use thereof. Without limitation, the Appurtenant Rights include the right of ingress, egress, and regress over and through the truck access ramp (“Truck Ramp”) legally described on Schedule C-1 and graphically shown on Schedule C-2 to this Exhibit 5.1, together with any all rights to repair, reconstruct, and maintain the same and any pre-existing right or easement described in Section 1.3.
3. Attached as Schedule B to this Exhibit 5.1 is a legal description of the Premises. In the event of a conflict between such description and the graphic description set forth on Schedule A, Schedule B shall control.

SCHEDULE A to Exhibit 5.1
PLANS SHOWING PREMISES

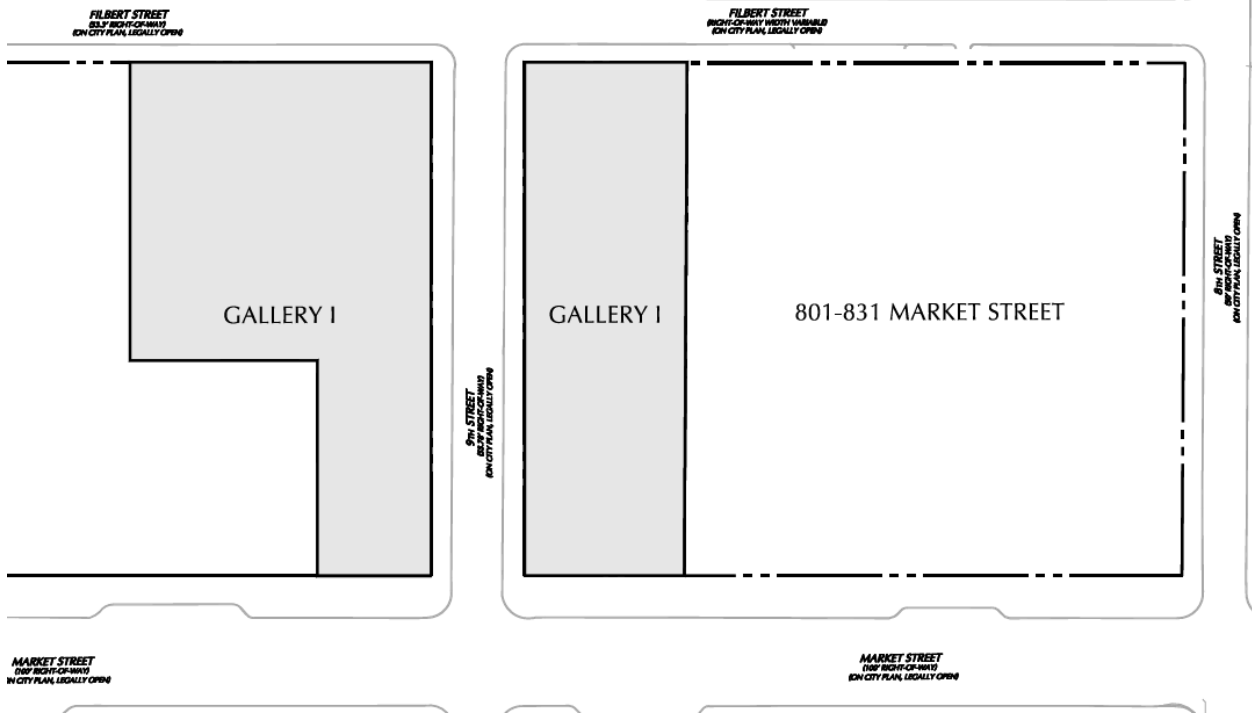
TRUCK LEVEL



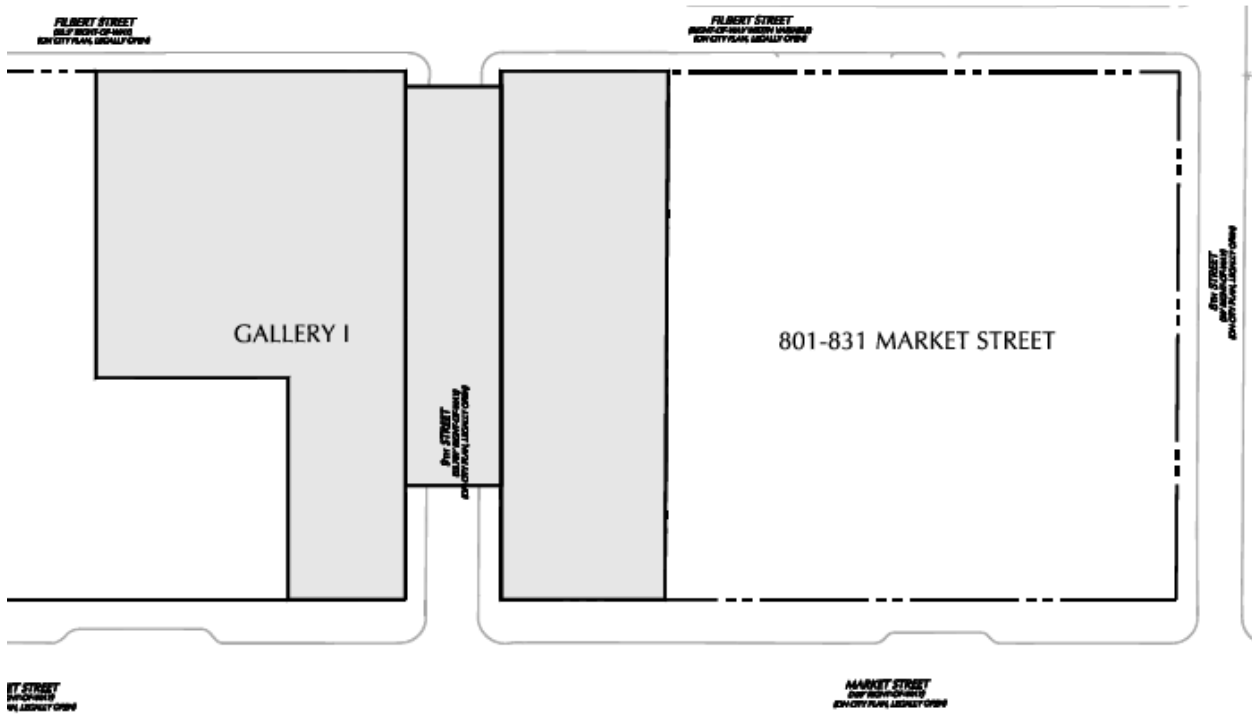
MALL LEVEL



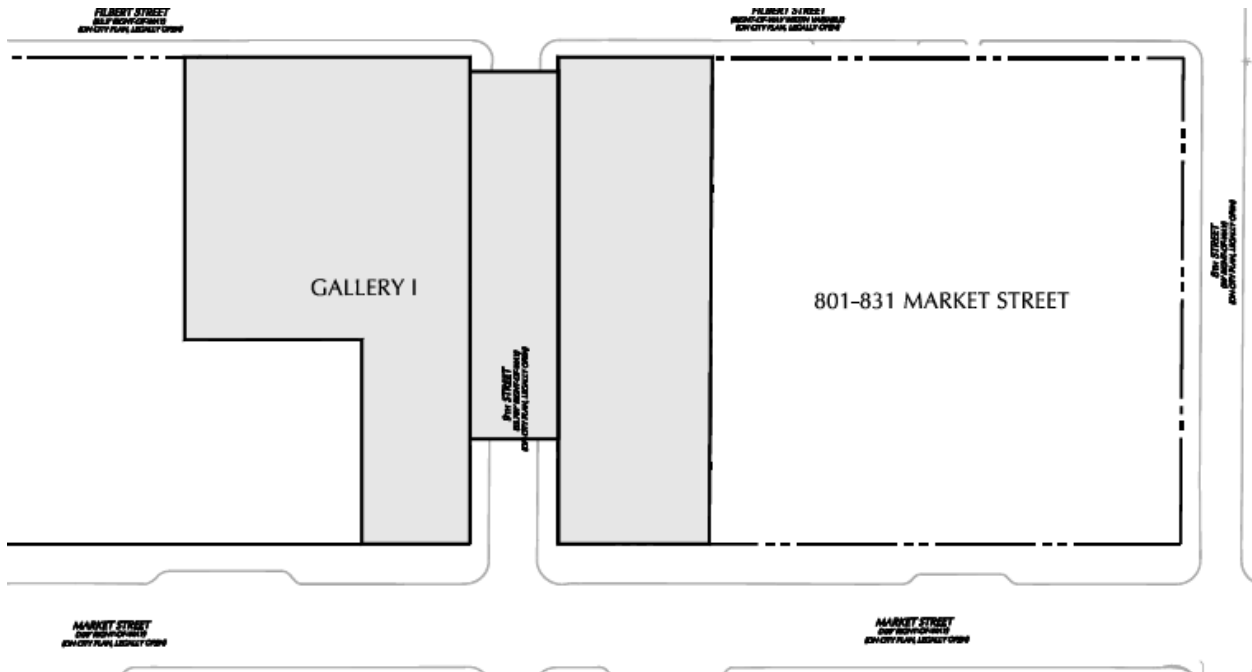
STREET LEVEL



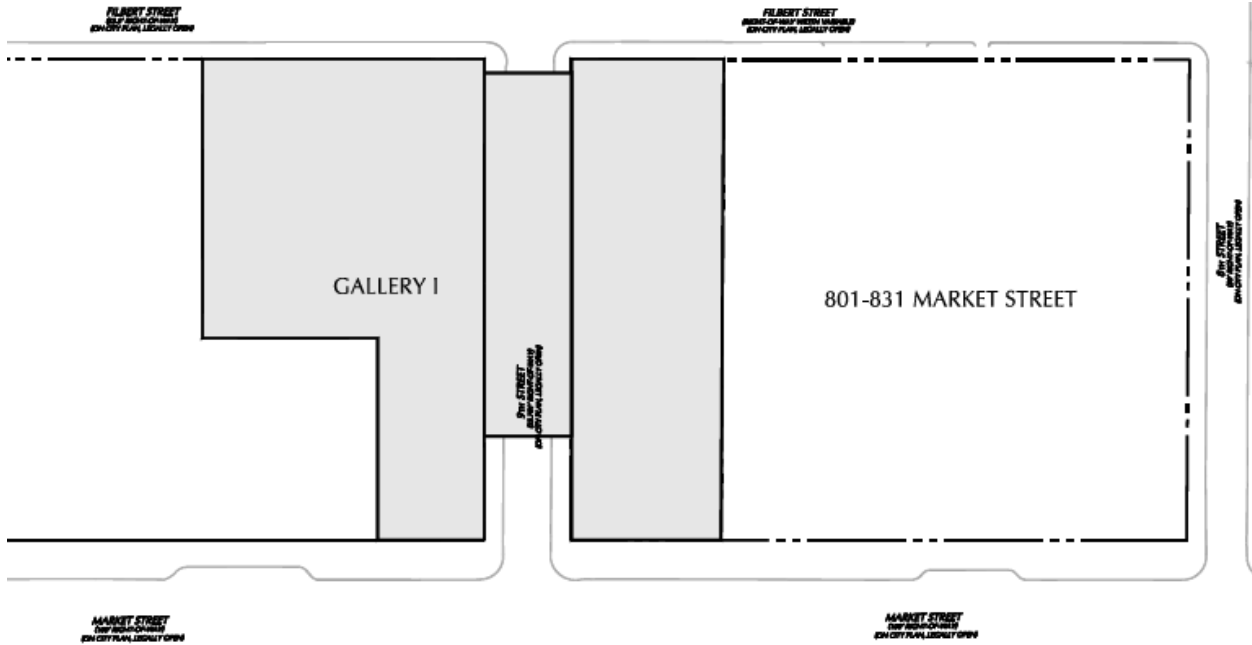
SECOND LEVEL



THIRD LEVEL



ROOF LEVEL



SCHEDULE B to Exhibit 5.1

LEGAL DESCRIPTION

**GALLERY I
TRUCK LEVEL**

The following five described areas make up the Gallery I section of the Truck Level of The Gallery.

GALLERY I WEST SECTION

All that certain parcel of ground situate in the City of Philadelphia, Commonwealth of Pennsylvania, being more particularly bounded and described as follows;

Beginning at a point on the westerly right-of-way line of 9th Street, (55.781' wide), said point being located at the intersection of said westerly right-of-way line of 9th Street and the northerly right-of-way line of Market Street (100 feet wide) and extending thence;

1. Along said northerly line of Market Street, North 78°59'00" West, a distance of 67.900 feet; thence,
2. Leaving said line and extending, North 11°01'00" East, a distance of 128.560 feet; thence,
3. North 78°59'00" West, a distance of 322.320 feet to a point on the easterly right-of-way line of 10th Street (55.781' wide); thence,
4. Along said easterly line of 10th Street, North 11°01'00" East, a distance of 62.750 feet; thence,
5. South 78°59'00" East, a distance of 207.154 feet; thence,
6. North 11°01'00" East, a distance of 59.740 feet to a point in the southerly right-of-way line of the Center City Commuter Rail Connection; thence,
7. Along said line of the Center City Commuter Rail Connection, on an arc curving to the left, having a radius of 603.334 feet, a distance of 129.023 feet and a central angle of 12°15'10" and being subtended by a chord which bears North 75°30'42" East, a chord length of 128.778 feet to a point on the southerly right-of-way line of Filbert Street; thence,
8. Along said line of Filbert Street, South 78°59'00" East, a distance of 66.838 feet to a point on the aforementioned westerly right-of-way line of 9th Street; thence,
9. Along said line of 9th Street, South 11°01'00" West, a distance of 306.500 feet to the first mentioned point and place of beginning.

Containing 1.166 ACRES, more or less.

The above described area beginning at the top of the structural slab of the Mall Level, and extending downward indefinitely.

AND

PORTION UNDER NORTH 9TH STREET

All that certain parcel of ground situate in the City of Philadelphia, Commonwealth of Pennsylvania, being more particularly bounded and described as follows;

Beginning at a point on the easterly right-of-way line of 9th Street, (55.781' wide), said point being located at the intersection of said easterly right-of-way line of 9th Street and the northerly right-of-way line of Market Street (100 feet wide) and extending thence;

1. Crossing the right-of-way of 9th Street, North 78°59'00" West, a distance of 55.781 feet to a point in the westerly right-of-way line of 9th Street; thence,
2. Along the said line of 9th Street, North 11°01'00" East, a distance of 306.500 feet; thence,
3. Crossing the right-of-way of 9th Street, South 78°59'00" East, a distance of 55.781 feet to a point in the easterly right-of-way line of 9th Street; thence,
4. Along said line of 9th Street, South 11°01'00" West, a distance of 306.500 feet to the first mentioned point and place of beginning.

Containing 0.392 ACRES, more or less.

Area is limited in vertical dimension to the space lying between the underside of the foundation and the structural members forming the bottom of the Truck Level, and the top of the structural slab separating the Truck Level from the Mall Level.

AND

GALLERY I EAST SECTION

All that certain parcel of ground situate in the City of Philadelphia, Commonwealth of Pennsylvania, being more particularly bounded and described as follows;

Beginning at a point on the easterly right-of-way line of 9th Street, (55.781' wide), said point being located at the intersection of said easterly right-of-way line of 9th Street and the northerly right-of-way line of Market Street (100 feet wide) and extending thence;

1. Along said easterly line of 9th Street, North 11°01'00" East, a distance of 306.500 feet to a point on the southerly right-of-way line of Filbert Street; thence,
2. Along said line of Filbert Street, South 78°59'00" East, a distance of 97.000 feet to a point in the westerly line of 801 Market Street; thence,
3. Along said line of 801 Market Street, South 11°21'00" West, a distance of 306.500 feet to a point on the aforementioned northerly right-of-way line of Market Street; thence,
4. Along said line of Market Street, North 78°59'00" West, a distance of 95.220 feet to the first mentioned point and place of beginning.

Containing 0.676 ACRES, more or less.

The above described area beginning at the top of the structural slab of the Mall Level, and extending downward indefinitely.

AND

PORTION UNDER MARKET STREET

All that certain parcel of ground situate in the City of Philadelphia, Commonwealth of Pennsylvania, being more particularly bounded and described as follows;

Beginning at a point on the northerly right-of-way line of Market Street (100 feet wide), said point being located North 78°59'00" West, a distance of 50.000 feet from the intersection of the westerly right-of-way line of 9th Street, (55.781' wide) and the northerly right-of-way line of Market Street, and extending thence;

1. Along the northerly right-of-way line of Market Street, South 78°59'00" East, a distance of 144.000 feet to a point; thence,
2. Leaving said line and extending in the bed of Market Street, South 11°01'00" West, a distance of 20.000 feet; thence,
3. North 78°59'00" West, a distance of 144.000 feet; thence,
4. North 11°01'00" East, a distance of 20.000 feet to the first mentioned point and place of beginning.

Containing 0.066 ACRES, more or less.

The above described area being bounded on the top by the top of the structural slab of the Mall Level, and extending downwards to the underside of the foundation & the structural members forming the bottom of the Truck Level.

**GALLERY I
MALL LEVEL**

The following six described areas make up the Gallery I section of the Mall Level of The Gallery.

907 MARKET SECTION

All that certain parcel of ground situate in the City of Philadelphia, Commonwealth of Pennsylvania, being more particularly bounded and described as follows;

Beginning at a point on the easterly right-of-way line of 10th Street, (55.781' wide), said point being located North 11°01'00" East, a distance of 128.560 feet from the intersection of said easterly right-of-way line of 10th Street and the northerly right-of-way line of Market Street (100.000 feet wide) and extending thence;

1. Along said easterly line of 10th Street, North 11°01'00" East, a distance of 62.750 feet; thence,
2. Leaving said line and extending South 78°59'00" East, a distance of 210.570 feet; thence,
3. South 11°01'00" West, a distance of 62.750 feet; thence,
4. North 78°59'00" West, a distance of 210.570 feet to the first mentioned point and place of beginning.

Containing 0.303 acres, more or less.

The above described area beginning at the top of the structural slab of the Mall Level, and extending upwards to the top of the structural slab of the Street Level.

AND

GALLERY I WEST SECTION

All that certain parcel of ground situate in the City of Philadelphia, Commonwealth of Pennsylvania, being more particularly bounded and described as follows;

Beginning at a point on the westerly right-of-way line of 9th Street, (55.781' wide), said point being located at the intersection of said westerly right-of-way line of 9th Street and the southerly right-of-way line of Filbert Street (53.50 feet wide) and extending thence;

1. Along said westerly right-of-way line of 9th Street, South 11°01'00" West, a distance of 306.500 feet to a point in the northerly right-of-way line of Market Street (100 feet wide); thence,
2. Along said line of Market Street, North 78°59'00" West, a distance of 67.900 feet; thence,
3. Leaving said line and extending, North 11°01'00" East, a distance of 128.560 feet; thence,
4. North 78°59'00" West, a distance of 111.750 feet; thence,
5. North 11°01'00" East, a distance of 177.940 feet to a point on the aforementioned southerly right-of-way line of Filbert Street; thence,
6. Along said line of Filbert Street, South 78°59'00" East, a distance of 179.650 feet to the first mentioned point and place of beginning.

Containing 0.934 acres, more or less.

The above described area beginning at the top of the structural slab of the Mall Level, and extending upwards to the top of the structural slab of the Street Level.

AND

9th STREET SECTION

All that certain parcel of ground situate in the City of Philadelphia, Commonwealth of Pennsylvania, being more particularly bounded and described as follows;

Beginning at a point on the westerly right-of-way line of 9th Street, (55.781' wide), said point being located at the intersection of said westerly right-of-way line of 9th Street and the southerly right-of-way line of Filbert Street (53.50 feet wide) and extending thence;

1. Crossing the bed of the aforementioned 9th Street, South 78°59'00" East, a distance of 55.781 feet to a point on the easterly right-of-way line of 9th Street; thence,
2. Along said line of 9th Street, South 11°01'00" West, a distance of 306.500 feet to a point in the bed of Market Street, thence,

3. Through the bed of Market Street, North 78°59'00" West, a distance of 55.781 feet; thence,
4. Along the westerly line of 9th Street, North 11°01'00" East, a distance of 306.500 feet to the first mentioned point and place of beginning.

Containing 0.392 acres, more or less.

The above described area beginning at the top of the structural slab of the Mall Level, and extending upwards to the top of the structural slab of the Street Level.

AND

GALLERY I EAST SECTION

All that certain parcel of ground situate in the City of Philadelphia, Commonwealth of Pennsylvania, being more particularly bounded and described as follows;

Beginning at a point on the easterly right-of-way line of 9th Street, (55.781 feet wide), said point being located at the intersection of said easterly right-of-way line of 9th Street and the southerly right-of-way line of Filbert Street (53.50 feet wide) and extending thence;

1. Along said southerly right-of-way line of Filbert Street, South 78°59'00" East, a distance of 97.000 feet; thence,
2. Leaving said line and extending, South 11°21'00" West, a distance of 306.500 feet to a point on the northerly right-of-way line of Market street (100 feet wide); thence,
3. Along said line of Market Street, North 78°59'00" West, a distance of 95.217 feet; thence,
4. Along the aforementioned easterly right-of-way line of 9th Street, North 11°01'00" East, a distance of 306.500 feet to the first mentioned point and place of beginning.

Containing 0.676 acres, more or less.

The above described area beginning at the top of the structural slab of the Mall Level, and extending upwards to the top of the structural slab of the Street Level.

AND

PORTION UNDER MARKET STREET

All that certain parcel of ground situate in the City of Philadelphia, Commonwealth of Pennsylvania, being more particularly bounded and described as follows;

Beginning at a point on the northerly right-of-way line of Market Street (100 feet wide), said point being located North 78°59'00" West, a distance of 50.000 feet from the intersection of the westerly right-of-way line of 9th Street, (55.781' wide) and the northerly right-of-way line of Market Street, and extending thence;

1. Along the northerly right-of-way line of Market Street, South 78°59'00" East, a distance of 144.000 feet to a point; thence,
2. Leaving said line and extending in the bed of Market Street, South 11°01'00" West, a distance of 20.000 feet; thence,

3. North 78°59'00" West, a distance of 144.000 feet; thence,
4. North 11°01'00" East, a distance of 20.000 feet to the first mentioned point and place of beginning.

Containing 0.066 acres, more or less.

The above described area beginning at the top of the structural slab of the Mall Level, and extending upwards to the top of the structural slab of the Street Level.

AND

SOUTH OF 833 MARKET STREET

All that certain parcel of ground situate in the City of Philadelphia, Commonwealth of Pennsylvania, being more particularly bounded and described as follows;

Beginning at a point on the northerly right-of-way line of Market Street (100 feet wide), said point being located South 78°59'00" East, a distance of 38.221 feet from the intersection of the easterly right-of-way line of 9th Street (55.781' wide) and the northerly right-of-way line of Market Street, and extending thence;

1. Along the northerly right-of-way line of Market Street, South 78°59'00" East, a distance of 61.455 feet to a point; thence,
2. Leaving said line and extending in the bed of Market Street, South 11°01'00" West, a distance of 20.000 feet; thence,
3. North 78°59'00" West, a distance of 61.455 feet; thence,
4. North 11°01'00" East, a distance of 20.000 feet to the first mentioned point and place of beginning.

Containing 0.028 acres, more or less.

The above described area beginning at the top of the structural slab of the Mall Level, and extending upwards to the top of the structural slab of the Street Level.

AND

801 MARKET STREET SECTION

All that certain parcel of ground situate in the City of Philadelphia, Commonwealth of Pennsylvania, being more particularly bounded and described as follows;

Beginning at a point at the intersection of the westerly right-of-way line of 8th Street (50 feet wide) and the northerly right-of-way line of Market Street (100 feet wide) and extending thence;

1. Along said northerly right-of-way line of Market Street, North 78°59'00" West, a distance of 297.000 feet; thence,
2. Leaving said line and extending, North 11°21'00" East, a distance of 29.919 feet; thence,
3. South 78°59'00" East, a distance of 297.000 feet to a point on the aforementioned westerly right-of-way line of 8th Street; thence,
4. Along said line of 8th Street, South 11°21'00" West, a distance of 29.919 feet to the first mentioned point and place of beginning.

Containing 0.204 acres, more or less.

The above described area beginning at the top of the structural slab of the Mall Level, and extending upwards to the top of the structural slab of the Street Level.

AND

SOUTH OF 801 MARKET STREET SECTION

All that certain parcel of ground situate in the City of Philadelphia, Commonwealth of Pennsylvania, being more particularly bounded and described as follows;

Beginning at a point on the northerly right-of-way line of Market Street (100 feet wide), said point being located North 78°59'00" West, a distance of 29.075 feet from the intersection of the westerly right-of-way line of 8th Street (50.000' wide) and the northerly right-of-way line of Market Street, and extending thence;

1. Though a portion of the bed of Market Street, South 11°01'00" West, a distance of 20.000 feet; thence,
2. North 78°59'00" West, a distance of 43.162 feet; thence,
3. North 11°01'00" East, a distance of 10.644 feet; thence,
4. North 78°59'00" West, a distance of 36.580 feet; thence,
5. South 11°01'00" West, a distance of 10.644 feet; thence,
6. North 78°59'00" West, a distance of 71.420 feet; thence,
7. North 11°01'00" East, a distance of 10.553 feet; thence,
8. North 78°59'00" West, a distance of 37.170 feet; thence,
9. South 11°01'00" West, a distance of 10.553 feet; thence,
10. North 78°59'00" West, a distance of 75.138 feet; thence,
11. North 11°01'00" East, a distance of 20.000 feet to a point on the aforementioned northerly right-of-way line of Market Street; thence,
12. Along said line of Market Street, South 78°59'00" East, a distance of 263.471 feet to the first mentioned point and place of beginning.

Containing 0.103 acres, more or less.

The above described area beginning at the top of the structural slab of the Mall Level, and extending upwards to the top of the structural slab of the Street Level.

**GALLERY I
STREET LEVEL
GALLERY I EAST SECTION**

All that certain parcel of ground situate in the City of Philadelphia, Commonwealth of Pennsylvania, being more particularly bounded and described as follows;

Beginning at the intersection of the easterly right-of-way line of 9th Street (55.781 feet wide) and the northerly right-of-way line of Market Street (100 feet wide) and extending thence;

1. Along said easterly line of 9th Street, North 11°01'00" East, a distance of 306.500 feet to a point on the southerly right-of-way line of Filbert Street (53.50 feet wide); thence,
2. Along said line of Filbert Street, South 78°59'00" East, a distance of 97.000 feet; thence,
3. South 11°21'00" West, a distance of 306.500 feet to a point on the aforementioned northerly right-of-way line of Market Street; thence,
4. Along said line of Market Street, North 78°59'00" West, a distance of 95.220 feet to the first mentioned point and place of beginning.

Containing 0.676 acres, more or less.

The above described area beginning at the top of the structural slab of the Street Level, and extending upwards to the top of the structural slab of the Second Level.

**GALLERY I
STREET LEVEL
GALLERY I WEST SECTION**

All that certain parcel of ground situate in the City of Philadelphia, Commonwealth of Pennsylvania, being more particularly bounded and described as follows;

Beginning at a at the intersection of the westerly right-of-way line of 9th Street (55.781 feet wide) and the northerly right-of-way line of Market Street (100 feet wide) and extending thence;

1. Along said northerly line of Market Street, North 78°59'00" West, a distance of 67.900 feet; thence,
2. Leaving said line and extending, North 11°01'00" East, a distance of 128.560 feet; thence,
3. North 78°59'00" West, a distance of 111.750 feet; thence,
4. North 11°01'00" East, a distance of 177.940 feet to a point in the southerly right-of-way line of Filbert Street (53.50 feet wide); thence,
5. Along said line of Filbert Street, South 78°59'00" East, a distance of 179.650 feet to a point on the aforementioned westerly right-of-way line of 9th Street; thence,
6. Along said line of 9th Street, South 11°01'00" West, a distance of 306.500 feet to the first mentioned point and place of beginning.

Containing 0.934 acres, more or less.

The above described area beginning at the top of the structural slab of the Street Level, and extending upwards to the top of the structural slab of the Second Level.

**GALLERY I
SECOND LEVEL**

The following three described areas make up the Gallery I section of the Second Level of the Gallery.

GALLERY I WEST SECTION

All that certain parcel of ground situate in the City of Philadelphia, Commonwealth of Pennsylvania, being more particularly bounded and described as follows;

Beginning at a at the intersection of the westerly right-of-way line of 9th Street (55.781 feet wide) and the northerly right-of-way line of Market Street (100 feet wide) and extending thence;

1. Along said northerly line of Market Street, North 78°59'00" West, a distance of 67.900 feet; thence,
2. Leaving said line and extending, North 11°01'00" East, a distance of 128.560 feet; thence,
3. North 78°59'00" West, a distance of 111.750 feet; thence,
4. North 11°01'00" East, a distance of 177.940 feet to a point in the southerly right-of-way line of Filbert Street (53.50 feet wide); thence,
5. Along said line of Filbert Street, South 78°59'00" East, a distance of 179.650 feet to a point on the aforementioned westerly right-of-way line of 9th Street; thence,
6. Along said line of 9th Street, South 11°01'00" West, a distance of 306.500 feet to the first mentioned point and place of beginning.

Containing 0.934 acres, more or less.

The above described area beginning at the top of the structural slab of the Second Level, and extending upwards to the top of the structural slab of the Third Level.

AND

SECOND LEVEL AERIAL PORTION OVER NORTH 9TH STREET

All that certain parcel of ground situate in the City of Philadelphia, Commonwealth of Pennsylvania, being more particularly bounded and described as follows;

Beginning at a point on the easterly right-of-way line of 9th Street, (55.781' wide), said point being located North 11°01'00" East, a distance of 66.000 feet from the intersection of said easterly right-of-way line of 9th Street and the northerly right-of-way line of Market Street (100 feet wide) and extending thence;

1. Crossing the right-of-way of 9th Street, North 78°59'00" West, a distance of 55.781 feet to a point in the westerly right-of-way line of 9th Street; thence,
2. Along the said line of 9th Street, North 11°01'00" East, a distance of 231.500 feet; thence,
3. Crossing the right-of-way of 9th Street, South 78°59'00" East, a distance of 55.781 feet to a point in the easterly right-of-way line of 9th Street; thence,
4. Along said line of 9th Street, South 11°01'00" West, a distance of 231.500 feet to the first mentioned point and place of beginning.

The above described area beginning at the top of the structural slab of the Second Level, and extending upwards to the top of the structural slab of the Third Level.

Containing 0.296 acres, more or less.

AND

GALLERY I EAST SECTION

All that certain parcel of ground situate in the City of Philadelphia, Commonwealth of Pennsylvania, being more particularly bounded and described as follows;

Beginning at a at the intersection of the easterly right-of-way line of 9th Street (55.781 feet wide) and the northerly right-of-way line of Market Street (100 feet wide) and extending thence;

1. Along said easterly line of 9th Street, North 11°01'00" East, a distance of 306.500 feet to a point on the southerly right-of-way line of Filbert Street (53.50 feet wide); thence,
2. Along said line of Filbert Street, South 78°59'00" East, a distance of 97.000 feet; thence,
3. South 11°21'00" West, a distance of 306.500 feet to a point on the aforementioned northerly right-of-way line of Market Street; thence,
4. Along said line of Market Street, North 78°59'00" West, a distance of 95.220 feet to the first mentioned point and place of beginning.

Containing 0.676 acres, more or less.

The above described area beginning at the top of the structural slab of the Second Level, and extending upwards to the top of the structural slab of the Third Level.

**GALLERY I
THIRD LEVEL**

The following three described areas make up the Gallery I section of the Third Level of the Gallery.

GALLERY I EAST SECTION

All that certain parcel of ground situate in the City of Philadelphia, Commonwealth of Pennsylvania, being more particularly bounded and described as follows;

Beginning at a at the intersection of the easterly right-of-way line of 9th Street (55.781 feet wide) and the northerly right-of-way line of Market Street (100 feet wide) and extending thence;

1. Along said easterly line of 9th Street, North 11°01'00" East, a distance of 306.500 feet to a point on the southerly right-of-way line of Filbert Street (53.50 feet wide); thence,
2. Along said line of Filbert Street, South 78°59'00" East, a distance of 97.000 feet; thence,
3. South 11°21'00" West, a distance of 306.500 feet to a point on the aforementioned northerly right-of-way line of Market Street; thence,

4. Along said line of Market Street, North 78°59'00" West, a distance of 95.220 feet to the first mentioned point and place of beginning.

Containing 0.676 acres, more or less.

The above described area beginning at the top of the structural slab of the Third Level, and extending upwards to the top of the structural slab of the Roof Level.

AND

THIRD LEVEL NORTH 9TH STREET

All that certain parcel of ground situate in the City of Philadelphia, Commonwealth of Pennsylvania, being more particularly bounded and described as follows;

Beginning at a point on the easterly right-of-way line of 9th Street, (55.781' wide), said point being located North 11°01'00" East, a distance of 66.000 feet from the intersection of said easterly right-of-way line of 9th Street and the northerly right-of-way line of Market Street (100 feet wide) and extending thence;

1. Crossing the right-of-way of 9th Street, North 78°59'00" West, a distance of 55.781 feet to a point in the westerly right-of-way line of 9th Street; thence,
2. Along the said line of 9th Street, North 11°01'00" East, a distance of 231.500 feet; thence,
3. Crossing the right-of-way of 9th Street, South 78°59'00" East, a distance of 55.781 feet to a point in the easterly right-of-way line of 9th Street; thence,
4. Along said line of 9th Street, South 11°01'00" West, a distance of 231.500 feet to the first mentioned point and place of beginning.

The above described area beginning at the top of the structural slab of the Third Level, and extending upwards to the top of the structural slab of the Roof Level.

AND

GALLERY I WEST SECTION

All that certain parcel of ground situate in the City of Philadelphia, Commonwealth of Pennsylvania, being more particularly bounded and described as follows;

Beginning at a at the intersection of the westerly right-of-way line of 9th Street (55.781 feet wide) and the northerly right-of-way line of Market Street (100 feet wide) and extending thence;

1. Along said northerly line of Market Street, North 78°59'00" West, a distance of 67.900 feet; thence,
2. Leaving said line and extending, North 11°01'00" East, a distance of 128.560 feet; thence,
3. North 78°59'00" West, a distance of 111.750 feet; thence,
4. North 11°01'00" East, a distance of 177.940 feet to a point in the southerly right-of-way line of Filbert Street (53.50 feet wide); thence,

5. Along said line of Filbert Street, South 78°59'00" East, a distance of 179.650 feet to a point on the aforementioned westerly right-of-way line of 9th Street; thence,
6. Along said line of 9th Street, South 11°01'00" West, a distance of 306.500 feet to the first mentioned point and place of beginning.

Containing 0.934 acres, more or less.

The above described area beginning at the top of the structural slab of the Third Level, and extending upwards to the top of the structural slab of the Roof Level.

GALLERY I ROOF LEVEL

The following three described areas make up the Gallery I section of the Roof Level of The Gallery.

GALLERY I EAST SECTION

All that certain parcel of ground situate in the City of Philadelphia, Commonwealth of Pennsylvania, being more particularly bounded and described as follows;

Beginning at a at the intersection of the easterly right-of-way line of 9th Street (55.781 feet wide) and the northerly right-of-way line of Market Street (100 feet wide) and extending thence;

7. Along said easterly line of 9th Street, North 11°01'00" East, a distance of 306.500 feet to a point on the southerly right-of-way line of Filbert Street (53.50 feet wide); thence,
8. Along said line of Filbert Street, South 78°59'00" East, a distance of 97.000 feet; thence,
9. South 11°21'00" West, a distance of 306.500 feet to a point on the aforementioned northerly right-of-way line of Market Street; thence,
10. Along said line of Market Street, North 78°59'00" West, a distance of 95.220 feet to the first mentioned point and place of beginning.

Containing 0.676 acres, more or less.

The above described area beginning at the top of the structural slab of the Roof Level, and extending upwards indefinitely.

AND

ROOF LEVEL NORTH 9TH STREET

All that certain parcel of ground situate in the City of Philadelphia, Commonwealth of Pennsylvania, being more particularly bounded and described as follows;

Beginning at a point on the easterly right-of-way line of 9th Street, (55.781' wide), said point being located North 11°01'00" East, a distance of 66.000 feet from the intersection of said

easterly right-of-way line of 9th Street and the northerly right-of-way line of Market Street (100 feet wide) and extending thence;

1. Crossing the right-of-way of 9th Street, North 78°59'00" West, a distance of 55.781 feet to a point in the westerly right-of-way line of 9th Street; thence,
2. Along the said line of 9th Street, North 11°01'00" East, a distance of 231.500 feet; thence,
3. Crossing the right-of-way of 9th Street, South 78°59'00" East, a distance of 55.781 feet to a point in the easterly right-of-way line of 9th Street; thence,
4. Along said line of 9th Street, South 11°01'00" West, a distance of 231.500 feet to the first mentioned point and place of beginning.

Containing 0.296 acres, more or less.

Area is limited in vertical dimension to the space lying between the top of the structural slab of the Roof Level, and a plane of elevation of approximately +107.0 vertical feet, as related to City of Philadelphia vertical datum, said plane of elevation being approximately 20.0 vertical feet above the upper side of the structural members forming the Roof Level.

AND

GALLERY I WEST SECTION

All that certain parcel of ground situate in the City of Philadelphia, Commonwealth of Pennsylvania, being more particularly bounded and described as follows;

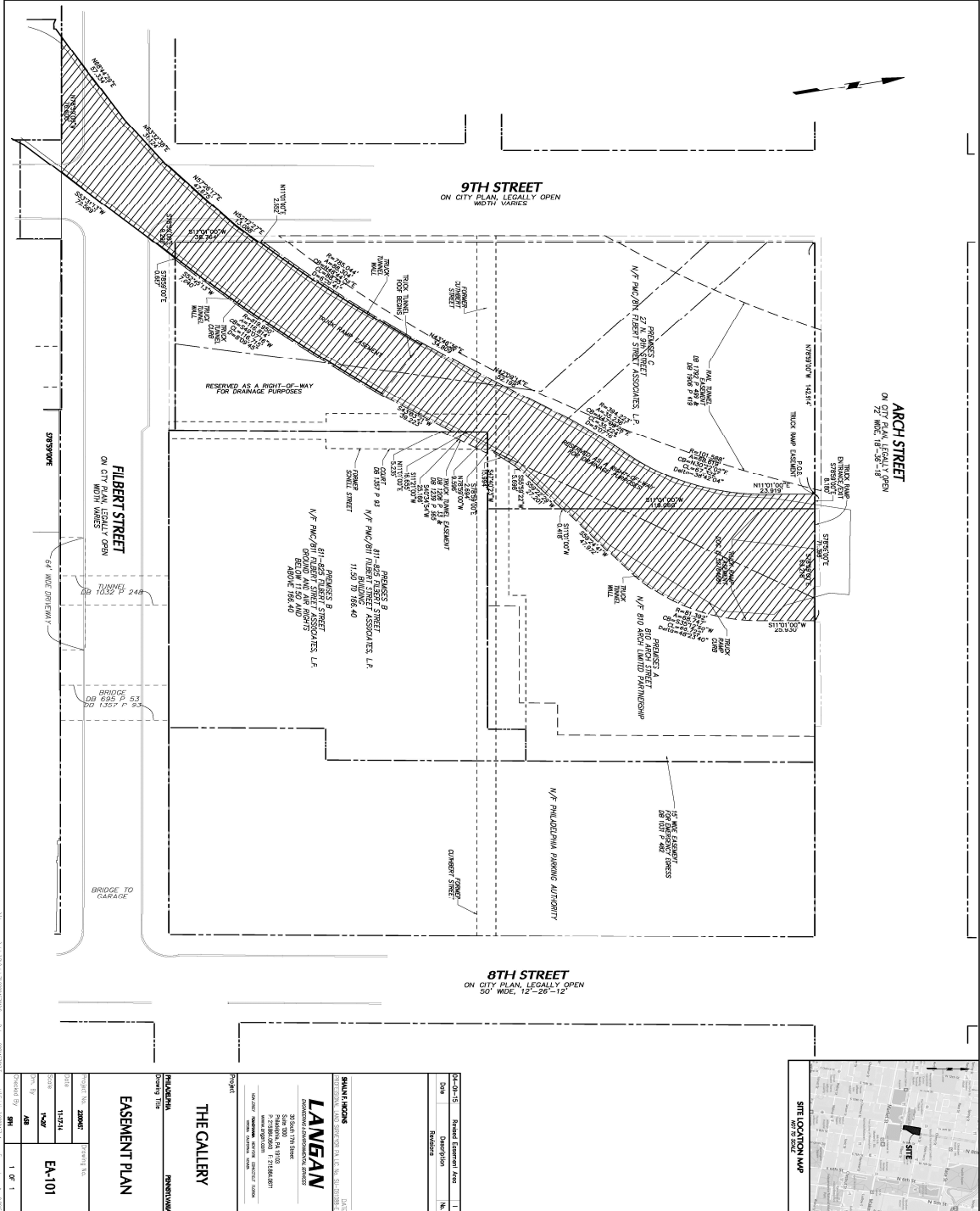
Beginning at a at the intersection of the westerly right-of-way line of 9th Street (55.781 feet wide) and the northerly right-of-way line of Market Street (100 feet wide) and extending thence;

1. Along said northerly line of Market Street, North 78°59'00" West, a distance of 67.900 feet; thence,
2. Leaving said line and extending, North 11°01'00" East, a distance of 128.560 feet; thence,
3. North 78°59'00" West, a distance of 111.750 feet; thence,
4. North 11°01'00" East, a distance of 177.940 feet to a point in the southerly right-of-way line of Filbert Street (53.50 feet wide); thence,
5. Along said line of Filbert Street, South 78°59'00" East, a distance of 179.650 feet to a point on the aforementioned westerly right-of-way line of 9th Street; thence,
6. Along said line of 9th Street, South 11°01'00" West, a distance of 306.500 feet to the first mentioned point and place of beginning.

Containing 0.934 acres, more or less.

The above described area beginning at the top of the structural slab of the Roof Level, and extending upwards indefinitely.

SCHEDULE C-1 to Exhibit 5.1 PLANS SHOWING TRUCK RAMP



| | | | | |
|--|---|--|--|---|
| <p>SHAWN FAYOR LANGAN 30 SOUTH 19th STREET SUITE 300 PHOENIX, ARIZONA 85004 PH: (602) 998-7600 FAX: (602) 998-7601 WWW.LANGAN.COM</p> | <p>PROJECT THE GALLERY</p> | <p>PHILADELPHIA PERMITTED</p> | <p>PROJECT No. 20007 Drawing No. EA-101</p> | <p>DATE 11.20.14 SCALE NAD BY ASH CHECKED SM</p> |
|--|---|--|--|---|

SCHEDULE C-2 to Exhibit 5.1

LEGAL DESCRIPTION OF TRUCK RAMP

All that certain area or piece of ground situate in the City of Philadelphia, Commonwealth of Pennsylvania, as shown on a plan titled "Easement Plan", prepared by Langan Engineering and Environmental Services, Inc., Job No. 220045701, dated 17 November, 2014 and last revised 8 April, 2015, Drawing No. EA-101 and being more particularly bounded and described as follows;

Beginning at a point on the southerly right-of-way line of Arch Street (on City Plan, Legally Open, 72 feet wide), said point being located South 78°59'00" East, a distance of 142.914 feet from the intersection of the southerly right-of-way line of Arch Street and the easterly right-of-way line of 9th Street (On City Plan, Legally Open, width varies) and extending thence;

1. Along the southerly line of Arch Street, (on City Plan, Legally Open, 72 feet wide) South 78°59'00" East, a distance of 71.398 feet; thence,
2. Leaving said line and extending South 11°01'00" West, a distance of 25.930 feet; thence,
3. On a curve to the right having a radius of 81.392 feet, an arc distance of 68.747 feet and a central angle of 48°23'40" and being subtended by a chord which bears South 35°12'50" West, a chord length of 66.722 feet; thence; thence,
4. South 59°24'41" West, a distance of 47.972 feet to a point on the dividing line between 810 Arch Street and 27 N. 9th Street; thence,
5. Along said dividing line, South 11°01'00" West, a distance of 0.418 feet; thence,
6. Leaving said line and extending through a portion of 27 N. 9th Street, South 59°22'29" West, a distance of 27.201 feet; thence,
7. South 55°59'22" West, a distance of 5.698 feet; thence,
8. South 47°40'23" West, a distance of 15.994 feet to a point in the northerly line of 811-825 Filbert Street and the northerly line of an existing Truck Tunnel Easement recorded in Deed Book 1206 Page 33; thence,
9. Along the northerly line of 811-825 Filbert Street and the existing Truck Tunnel Easement, South 78°59'00" East, a distance of 2.694 feet; thence,
10. Through a portion of 811-825 Filbert Street and along the existing Truck Tunnel Easement, South 40°34'54" West, a distance of 25.166 feet; thence,
11. Along the westerly line of 811-825 Filbert Street and the existing Truck Tunnel Easement, North 11°21'00" East, a distance of 5.235 feet; thence,
12. Leaving said lines and extending again through portions of 27 N. 9th Street, South 43°03'21" West, a distance of 39.223 feet to a point of curvature; thence,
13. On a curve to the right having a radius of 819.950 feet, an arc distance of 116.814 feet and a central angle of 8°09'45" and being subtended by a chord which bears South 49°07'16" West, a chord length of 116.715 feet; thence; thence,
14. South 52°45'13" West, a distance of 7.040 feet to a point in the northerly line of Filbert Street (on City Plan, Legally Open, width varies); thence,
15. Along the northerly line of Filbert Street, North 78°59'00" West, a distance of 0.687 feet; thence,

16. Leaving said line and extending through the bed of Filbert Street and 9th Street, South 53°31'13" West, a distance of 72.569 feet to a point on the northerly right-of-way line of Filbert Street; thence,
17. Along said line of Filbert Street; North 78°59'00" West, a distance of 76.600 feet; thence,
18. Leaving said line and extending through the bed of Filbert Street and 9th Street, North 68°44'29" East, a distance of 57.334 feet; thence,
19. North 63°32'38" East, a distance of 31.124 feet; thence,
20. North 57°26'17" East, a distance of 47.675 feet; thence,
21. North 52°12'27" East, a distance of 13.088 feet to a point on the easterly right-of-way line of 9th Street (on City Plan, Legally Open, width varies); thence,
22. Along said line of 9th Street, North 11°01'00" East, a distance of 2.552 feet; thence,
23. Leaving said line and extending again through portions of 27 N. 9th Street, on a curve to the left having a radius of 785.044 feet, an arc distance of 88.304 feet and a central angle of 6°26'41" and being subtended by a chord which bears North 48°44'56" East, a chord length of 88.257 feet; thence,
24. North 43°46'36" East, a distance of 34.809 feet; thence,
25. North 42°09'14" East, a distance of 52.198 feet; thence,
26. On a curve to the right having a radius of 394.223 feet, an arc distance of 35.236 feet and a central angle of 5°07'16" and being subtended by a chord which bears North 47°09'26" East, a chord length of 35.224 feet to a point of reverse curvature; thence,
27. On a curve to the left having a radius of 101.588 feet, an arc distance of 68.619 feet and a central angle of 38°42'04" and being subtended by a chord bearing North 30°22'02" East, a chord length of 67.322; thence,
28. North 11°01'00" East, a distance of 23.919 feet to the first mentioned point and place of beginning.

The above described truck ramp easement beginning at grade level on the northerly end at Arch Street and extending downwards to a sub-grade level at the intersection of 9th and Filbert Streets where this easement connects with the existing truck tunnel extending under The Gallery.

EXHIBIT 5.2.1

PUBLIC ACCESS EASEMENT

Attached.

EXHIBIT 5.2.1

PUBLIC ACCESS EASEMENT

This Exhibit shall govern the reservation of the rights of the **PHILADELPHIA REDEVELOPMENT AUTHORITY** (formerly known as the Redevelopment Authority of the City of Philadelphia), a public body and body corporate and politic, duly created and organized pursuant to, and in accordance with, the provisions of the Urban Redevelopment Law of May 24, 1945 of the Commonwealth of Pennsylvania and laws supplemental thereto (“PRA”) pursuant to the attached Lease between PRA and **PR GALLERY I LIMITED PARTNERSHIP**, a Pennsylvania limited partnership (the “PR Gallery I”).

BACKGROUND

PRA previously built or caused to be built the improvements commonly known as the Gallery Mall, a retail center leased in part by PRA to PR Gallery I. The Gallery Mall is located at a regional transportation hub and provides access, either directly or indirectly, to SEPTA’s regional rail station for commuter rail service, the subway stations for 8th and 9th Streets and the PATCO Access Area. The structure(s) supporting and accessing the Transit Facilities were funded in part by grants from the Federal Department of Transportation for the benefit of the public; the Gallery Mall was intended to be integrally linked with Transit Facilities to advance the significant public transportation goals and interests of the government.

To achieve the redevelopment and substantial renovation of the Gallery Mall, PRA has determined to lease and, ultimately convey a portion of the Gallery Mall to PR Gallery I. This Public Access Easement is retained by PRA to assure that transit access will be perpetually maintained for the public good and PR Gallery I, intending to be legally bound, acknowledges that it has received good and valuable consideration in connection with PRA’s reservation of rights.

The Public Access Easement is one of a series of integrated access easements and rights providing pedestrian access through the entire area of the current Gallery Mall with connectivity to the Transit Facilities and street level access in the area generally bounded by 8th and 11th Streets East to West and Market and Filbert Streets North and South, in the area set forth on Schedule A attached hereto, which series of easements includes, without limitation that certain Public Access Easement by 801 C-3 Fee Owner LP in favor of PRA recorded [REDACTED] with respect to street access at 801 Market Street. The combined series of integrated access easements are collectively referred to herein as the “Integrated Access Easement.”

All initially capitalized terms used but not otherwise defined herein shall have the meanings set forth in Section 26 hereof.

1. **Public Access Easement**. Subject to the limitations and requirements set forth hereinafter, PRA hereby excepts and reserves the perpetual right of public pedestrian access, ingress, egress and regress through that portion of the Gallery Mall described on Schedule B as the Public Access Area (“Public Access Easement”). The Public Access Easement shall be separate and distinct from the Deed, shall burden the property comprising the area thereof and shall run with the land binding all successors and assigns

of PR Gallery I and all parties in possession of the Public Access Area. Any conveyance of the Gallery Mall or any portion thereof and any grant of a mortgage or any other lien upon the easement property shall be under and subject to the Public Access Easement and all provisions with respect thereto, and the parties hereto and their successors and assigns shall, at the request of the other or its successors and assigns, execute any further documentation that may be reasonably required to evidence the Public Access Easement, the rights and obligations of the parties with respect thereto or to provide record public notice thereof, including, without limitation, recording of a separate easement agreement that sets forth the parties' agreement with respect to the Public Access Easement and the inclusion of the provisions set forth herein with respect to the Public Access Easement in any deed conveying the Gallery Mall or any portion thereof.

- 1.1 **Hours.** PR Gallery I shall keep the entire Public Access Area (including the Access Entryways) open Monday through Friday from 5:30 a.m. to 7:30 p.m. and, in addition, during such time as the Gallery Mall is open for normal hours for retail business so as to ensure continued access or availability of access to the Transit Facilities via the Access Entryways during such periods (subject to **Section 6**). Nothing shall prevent PR Gallery I from keeping the Public Access Area open during additional hours. Nothing herein shall require PR Gallery I to cause the retail or other operations within the Public Access Area to be open during the same hours.
- 1.2 **Public Purpose/Independent Covenant.** PR Gallery I acknowledges and agrees that the exception and reservation of the Public Access Easement is in furtherance of the public purpose of PRA and the City of Philadelphia to ensure continued access to the Transit Facilities and is an independent covenant of PR Gallery I without regard to any obligation of PRA under the Lease, it specifically being the interest of the parties that the obligations and duties related to the Public Access Easement and the Public Access Area are not executory in nature or dischargeable in bankruptcy or other similar insolvency or proceeding.
2. **Rights of Third Parties.** The reservation of the Public Access Easement is and shall be under and subject to, and is not intended to limit, the rights, if any, of third parties and the public with respect to access or any other right in connection with the Gallery Mall or the use, operation or maintenance thereof, without regard to whether such rights exist by virtue of instruments of record or otherwise and without regard to whether such rights impose obligations on PR Gallery I not otherwise set forth herein. PR Gallery I hereby agrees to be bound by such obligations and shall release and indemnify PRA and all other Public Parties and their agents from any claim, cost, demand, liability, suit or cause of action related thereto or arising therefrom.
3. **Construction by PR Gallery I.** PR Gallery I shall, at its expense, construct the improvements to the Public Access Area ("**Public Access Area Improvements**") in accordance with the provisions set forth herein, in the Lease and the Approved Public Access Area Plans (defined below). The Public Access Area, The Public Access Area Improvements and access thereto shall, at all times, be constructed and maintained in

compliance with all applicable laws including, without limitation, the Americans with Disabilities Act or any codes or ordinances promulgated in connection therewith.

- 3.1 Prevailing Wage Compliance. PR Gallery I has prepared and executed and PRA has approved a Plan of Compliance with Prevailing Wage Standards ("Prevailing Wage Plan"), a copy of which is attached to the Lease. With respect to its construction obligations under this Agreement, PR Gallery I shall (i) comply with the Prevailing Wage Plan; (ii) cause its contractors and any sub-contractors at any level to pay the applicable prevailing wage rates as provided by PRA; (iii) submit to PRA all payroll records as requested by PRA; and (iv) not permit any contractors or sub-contractors who are suspended or debarred for violating provisions of the Davis Bacon Act or the Pennsylvania Prevailing Wage Act or the Rules or Regulations issued pursuant thereto to perform work on the Public Access Area Improvements. Any violation of the Prevailing Wage Plan or the provisions herein or in the Lease related thereto shall be subject to the rights and remedies available to PRA on account of such as violation set forth in the Lease.
- 3.2 Submission of Plans. PR Gallery I has delivered and PRA has, subject to the remaining terms hereof, approved PR Gallery I's plans for the design and construction of the redeveloped Gallery Mall, which include the Public Access Area Improvements (as the portion of such plans pertaining to the Public Access Area Improvements, the "Approved Public Access Area Plans"). The Approved Public Access Area Plans are attached hereto as Exhibit 3.2. To the extent that the Approved Public Access Area Plans indicate alternate materials, finishes, treatments or designs, each such alternate is likewise approved.
- 3.3 Changes in Approved Public Access Area Plans. PR Gallery I shall construct or cause the construction of the Public Access Area in accordance with the Approved Public Access Area Plans. In the event that PR Gallery I desires to modify the Approved Public Access Area Plans in a manner that would constitute a Material Difference from the Approved Public Access Area Plans, such modification shall not become effective without the prior written consent of PRA. PR Gallery I shall provide to PRA plans and specifications for any proposed change to the Approved Public Access Area Plans or detailed information for any proposed change or modification requiring PRA's approval. PRA shall review such change or modification within twenty (20) business days of PRA's receipt thereof. If PRA has not approved the requested change or cited reasons in writing for its denial of approval within the aforesaid twenty (20) business days, the requested changes shall be deemed approved by PRA. The definition of "Approved Public Access Area Plans" shall be the Approved Public Access Area Plans, as modified by any change approved by (or deemed to have been approved by) PRA or any change made to the Approved Public Access Area Plans that does not require the approval of PRA.
- 3.4 Material Difference. As used herein, a "Material Difference," means a difference with respect to the Public Access Area Improvements as compared to the Approved Public Access Area Plans in: (a) exterior finish materials; (b) subject to

Article 4 below, access, including access to the Transit Facilities and public access through the Public Access Easement or a reduction of street access points to the Integrated Access Easement in an amount that is less than what is depicted on Schedule A, and shall, at all times, consist of not less than four (4) access points to street level that are dispersed generally in the locations depicted on Schedule A; or (c) any changes or additions that impact or may impact the Truck Tunnel, the Commuter Rail Tunnel, the SEPTA Structures or the access, use, operation or functionality of any of those. In connection with the submission of any plans to PRA for approval, PR Gallery I shall clearly delineate any Material Differences incorporated therein.

- 3.5 No Reliance. PRA's review of the Approved Public Access Area Plans, including any subsequent modification thereof, shall be solely for PRA's benefit, solely for purposes of this document, may not be relied upon in any manner by PR Gallery I or by any third party and shall not constitute approval under any ordinance, code, regulation or otherwise.

4. **Alterations**.

- 4.1 PRA's Consent Not Required for Alterations. Subject to the use restrictions set forth herein and except with respect to completion of the Public Access Area Improvements, PR Gallery I may make all other Alterations to the Public Access Area, without the consent of PRA. All Alterations shall be done in accordance with the requirements of Law and performed in a thorough, first-class and workmanlike manner. Notwithstanding the foregoing, PR Gallery I may not make, without PRA's consent, any Alteration that includes any change to the Public Access Area that would constitute a Material Difference.

- 4.2 Alteration and Use. To ensure PR Gallery I of flexibility in design, operation, and merchandising, consistent with a first class mixed use retail center (and subject to the provisions herein or in the Lease governing Alterations and Use), PR Gallery I shall have the right to use the Public Access Areas provided that PR Gallery I shall in no event materially and adversely impact the Public Access Easement and further, provided that in all events the width available for pedestrian access set forth in this section, or such wider width as may be required by applicable fire or other code or regulation, including the Americans with Disabilities Act, shall be maintained. Without limitation, but subject to the foregoing, PR Gallery I shall have the right to:

- (a) alter the contours and pathways of the Public Access Area, provided that:

(X) Mall Level: the Public Access Area has a minimum aggregate width of fifteen (15) feet of unobstructed pedestrian access at all points on the Mall level (with the exception of the area leading from the Public Access Area to the Septa Structures serving that portion of the Transit Facilities now known as Jefferson Station and identified as the area

marked “X” on Schedules A and (if applicable) B, which shall have a minimum aggregate width of forty (40) feet of unobstructed pedestrian access;

(Y) Street Level: (i) the Public Access Area pedestrian connection between the northwest entrance at Market Street near the corner of 9th and Market Streets and the vertical transportation to the Mall level to which it leads has a minimum aggregate width of fifteen (15) feet of unobstructed pedestrian access in the area shown on Schedules A and (if applicable) B as “Y(1)”; and (ii) The Public Access Area has a minimum aggregate width of ten (10) feet of unobstructed pedestrian access on the Street level (except as set forth above with respect to the area from the northwest corner of 9th and Market Streets to the vertical transportation) in the areas shown on Schedules A and (if applicable) B as “Y(2)”; and

(Z) the entire Public Access Area shall have a height measured from the floor to the interior limits of the corresponding ceiling that is not less than ten (10) feet except for those areas marked on Schedule A and (if applicable) B as “Z”.

(b) create within the Public Access Area leasable space, including without limitation, the installation of merchandising carts and kiosks, or the creation of product showcasing areas (by way of example, and not of limitation, automobile showcasing);

(c) install in the Public Access Area performing arts stages, entertainment facilities (such as, by way of example, and not of limitation, a Putt-Putt golf course), art work, public or community service areas (such as, by way of example and not of limitation, Girl or Boy Scout fundraising tables or Red Cross donation areas); and

(d) install architectural and customer amenities, such as fountains, plantings, lounges, benches and other seating or audiovisual areas.

Notwithstanding the foregoing, (i) any use or occupancy of any portion of the Public Access Area shall comply with the use restrictions set forth in the Lease, and (ii) the restrictions set forth in Sections 4.2 (b)-(d) shall, at all times be subject to the restrictions and limitations set forth in Section 4.2(a).

4.3 Alterations Requiring Approval. Any Alteration requiring the approval of PRA shall be subject to the provisions hereof regarding the construction of the Public Access Area Improvements, including, without limitation, the provisions of Sections 3 and 5 hereof.

5. **Mechanics’ Liens.**

- 5.1 Prompt Payment. PR Gallery I agrees that every prime contract for the construction, installation, alteration, repair of Alteration or addition to the Public Access Area, whether or not requiring PRA's approval, where the estimated cost thereof shall exceed Ten Thousand (\$10,000.00) Dollars, shall contain a provision obligating the prime contractors to the prompt payment for all material furnished, labor supplied or performed, rental for equipment employed and services rendered by public utilities, in or in connection with such construction, whether or not the material, labor, equipment or services enter into and become component parts of the Public Access Area, and provisions shall be made for an appropriate bond or other financial security as allowed by 35 P.S. § 1711(a)(4-1) or as otherwise required herein, to the satisfaction of PRA ("Financial Security"). Notwithstanding the foregoing, PRA agrees that the Guaranty is satisfactory Financial Security for the construction of Public Access Area Improvements. Upon the issuance of the Certificate of Completion, the provisions of this Section shall be null and void.
- 5.2 Waiver of Liens. To the fullest extent permitted by applicable law, PR Gallery I shall cause each prime contractor, on behalf of each "subcontractor" (as such term is defined in the Pennsylvania Mechanics' Lien Law of 1963, as the same has been and may from time-to-time in the future be amended (the "Mechanics' Lien Law"), which definition includes, without limitation, sub-subcontractors) performing work in connection with the Public Access Easement (other than the initial completion of the Public Access Area Improvements to the extent covered by the Guaranty) to execute (with all signatures duly acknowledged before a notary public) an appropriate "Waiver of Liens Stipulation by Contractor" that complies with the then current requirements of the Mechanics' Lien Law, which shall be filed in the Prothonotary's Office of Philadelphia County, Pennsylvania not less than ten (10) days prior to commencement of any work for which such waiver is required, waiving in advance the rights of all subcontractors, suppliers and materialmen to file a mechanic's lien against the Public Access Area or any other property of PRA or PR Gallery I, to the full extent permitted by the Mechanics' Lien Law. Upon the issuance of the Certificate of Completion, the provisions of this Section shall be null and void.
- 5.3 Lien Releases. PR Gallery I shall cause each "contractor" (as such term is defined in the Mechanics Lien Law) and each such subcontractor to execute, acknowledge, and deliver to PR Gallery I periodic lien releases and waivers simultaneously with such contractor's or subcontractor's receipt of each installment of its compensation. All such lien releases shall be provided to PRA upon written request. Upon the issuance of the Certificate of Completion, the provisions of this Section shall be null and void.
- 5.4 PRA not Responsible. NOTICE IS HEREBY GIVEN THAT PRA SHALL NOT BE LIABLE FOR ANY LABOR, SERVICES OR MATERIAL FURNISHED OR TO BE FURNISHED TO PR GALLERY I OR TO ANYONE HOLDING ANY OF THE GALLERY MALL THROUGH OR UNDER PR GALLERY I, AND THAT NO MECHANICS' OR OTHER LIENS FOR ANY SUCH LABOR,

SERVICES OR MATERIALS SHALL ATTACH TO OR AFFECT THE INTEREST OF PRA IN AND TO ANY OF THE PUBLIC ACCESS AREA. PR Gallery I shall cause the foregoing notice to be prominently included in all contract documents with respect to the completion of the Public Access Area improvements or any Alteration, in all capital letters with no less than a twelve (12) point font.

5.5 Discharge of Liens. PR Gallery I shall discharge or cause to be discharged of record by bond or otherwise, within twenty-five (25) days following the date whereupon PR Gallery I receives actual knowledge of the filing, any mechanic's or similar lien filed against the Public Access Area for work or materials claimed to have been furnished at PR Gallery I's request to or for the benefit of PR Gallery I or the Public Access Area or for the benefit of any one claiming an interest under PR Gallery I. If PR Gallery I shall fail to cause such lien or claim or lien to be so discharged or bonded within such period, in addition to any other right or remedy PRA may have, PRA may, but shall not be obligated to, discharge such lien or claim or lien by procuring the discharge of such lien or claim or lien by the deposit in a court or by bonding, and, in any event, PRA shall be entitled, if PRA so elects, to compel the prosecution of any action for the foreclosure of such lien or claim by the lienor claimant and to pay the amount of the judgment, if any, in favor of the lienor, with interest, costs and fees. PR Gallery I shall be liable to PRA, on demand and from time-to-time, for any sum or sums so paid by or on behalf of PRA and all costs or expenses incurred by PRA, including, without limitation, reasonable attorneys' fees actually incurred in prosecuting such discharge or in defending any such action and interest, at the Default Interest Rate, from date of such expense until payment in full. PR Gallery I agrees to provide PRA with written notice of any lien filed against the Public Access Area promptly following PR Gallery I's obtaining actual knowledge of such lien, and a subsequent notice of its removal in accordance with the provisions above.

5.6 All Liens and Rights are Subordinate to PRA. PR Gallery I's rights, as well as the rights of anyone else, including, without limitation, any mortgagee, architect, independent contractor, assignee, sublessee, subcontractor, prime or general contractor, mechanic, laborer, materialman or other lien or claim holder, shall always be and remain subordinate, inferior, and junior to PRA's right, and interest in the Public Access Area.

6. **PR Gallery I's Obligation With Respect to the Public Access Area.**

6.1 Maintenance. PR Gallery I at its own cost and expense shall (a) keep and maintain the Public Access Area (including any Common Access Areas (as defined in Section 7(a), stairs, escalators, elevators or accessways connecting thereto) in good order and condition consistent with first class mixed use retail center standards, and (b) make such repairs and replacements (collectively, "Repairs") to the Public Access Area (including any Common Access Areas, stairs, escalators, elevators or accessways connecting thereto) as may be necessary or appropriate to keep and maintain the Public Access Area (including any

Common Access Areas, stairs, escalators, elevators or accessways connecting thereto) in good order and condition, whether such Repairs are ordinary or extraordinary, foreseen or unforeseen.

- 6.2 No Limitation. PR Gallery I's obligations shall apply to all portions of the Public Access Area and Common Access Areas (including any curbs, accessways, stairs, escalators or elevators) connecting thereto including, without limitation: interior and exterior portions, if any; structural and non-structural portions; roofs; ceilings; environmental compliance and remediation; lighting, electrical, plumbing, mechanical, heating, ventilating and air conditioning systems to the extent, if not located within the Public Access Area, such items impact or may impact the use, connectivity or functionality of the Public Access Easement or the Public Access Area.
- 6.3 Emergency and Security. (a) PR Gallery I shall be obligated to provide security services for and shall have the right to temporarily close the Public Access Area, in whole or part, for such periods of time as may be reasonably necessary to respond to an emergency threatening life, limb or property; and (b) The Public Access Area shall be subject to such security regulations as PR Gallery I may deem appropriate in its reasonable judgment provided such regulations do not materially or adversely interfere with access to the Transit Facilities (except as may be required for emergencies as provided in Section 6.3(a)). PR Gallery I shall provide PRA, SEPTA, PATCO and the City with immediate notice of any closure pursuant to this Section and shall take all commercially reasonable actions required to ensure that the duration of such closure is as short as possible under the circumstances.
- 6.4 Generally. PR Gallery I shall be permitted to close off portions (but not all) of the Public Access Area for reasonable periods of time for routine cleaning, repairs and maintenance purposes; provided, however, that PR Gallery I shall use commercially reasonable efforts to minimize the disruption to the Public Access Area caused thereby by promptly commencing and diligently prosecuting such work to completion and by scheduling, to the extent commercially reasonable, such work during non-rush hour periods or periods when the Public Access Area is otherwise permitted to be closed.
- 6.5 Planned Maintenance. In the event repairs or maintenance are required that will materially disrupt all or significant portions of the Public Access Area, PR Gallery I shall provide PRA, SEPTA, PATCO and the City with at least twenty (20) days' prior written notice of such repairs or maintenance ("Material Maintenance Notice"), which Material Maintenance Notice shall set forth the nature of the repairs or maintenance, the anticipated length of time they will take, and the efforts PR Gallery I will undertake to mitigate the disruption to the Public Access Area caused thereby. In all events, PR Gallery I shall use commercially reasonable efforts to minimize the disruption to the Public Access Area caused by such repairs and maintenance, including, without limitation, by promptly commencing and diligently prosecuting such work to completion and by

scheduling, to the extent commercially reasonable, such work during non-rush hour periods or periods when the Public Access Area is otherwise permitted to be closed.

6.6 Extended Closure. PR Gallery I shall use its best efforts to minimize public inconvenience caused by closures to the Public Access Area. In the event that initial construction, repairs, maintenance or reconstruction is required that will materially disrupt all or significant portions of the Public Access Area for more than (30) consecutive days, PR Gallery I shall provide PRA, SEPTA, PATCO and the City with written notice setting forth the nature of the repairs, maintenance, construction or reconstruction, the anticipated length of time the Public Access Area will be closed to pedestrians, the designation and availability of alternate access to the Transit Facilities and the efforts PR Gallery I will undertake to mitigate the disruption to the Public Access Area caused thereby. PRA shall have (30) days to review the notice and accept or reject the proposal set forth in the written notice, or the closure shall be deemed approved. If PRA objects to the closure, PR Gallery I may resubmit an amended plan as set forth in this Section, which PRA shall accept or reject in accordance with this Section. In its review, PRA shall limit its objections to matters concerning the duration of such closure, the availability of acceptable alternative access and the frequency of such closure. In the event PR Gallery I desires to alter the plan of extended closure, PR Gallery I shall provide written notice to the parties set forth above and such altered extended closure plan shall thereafter be subject to an additional right of approval by PRA as aforesaid.

6.7 Restriction on Transfer. The parties acknowledge and agree that the Public Access Area and the Public Access Easement burden the entire area shown on Schedule A including, pursuant to the terms of separate agreements, property not currently owned by PR Gallery I or PRA. Accordingly, in order to ensure the continuous, harmonious operation, availability and maintenance of the Integrated Access Easement through the entire Gallery Mall and its adjoining properties, no assignment of the Lease or any sublease of the entire Premises or conveyance of the Premises by deed or otherwise shall be permitted unless and until an agreement respecting access, maintenance, operation, insurance, condemnation, casualty and harmonious operations of the entire Integrated Access Easement that is acceptable to PRA in its reasonable discretion (“Qualified OEA”) is executed by (i) the fee owners of property burdened by the Integrated Access Easement; and (ii) each ground tenant whose leasehold is burdened by the Integrated Access Easement.

7. **General Maintenance Responsibilities.** PR Gallery I shall perform the following in accordance with standards consistent with first class mixed use retail centers:

- (a) provide security services for, and maintain, the Public Access Area which shall include, but shall not be limited to, cleaning; window-washing; landscaping; lighting; ventilating, heating and air-cooling and repair of the Public Access Area; keeping the sidewalks and other exterior common

areas owned or controlled by PR Gallery I which provide access to the Public Access Area (“Common Access Areas”) repaired and properly drained and free of ice, surface water snow, litter and rubbish; and installing and maintaining such directional signs, markers as from time to time may be necessary or proper to identify access to the Transit Facilities and other interconnected public transportation, the Pennsylvania Convention Center and street level exits.

- (b) clean and keep in good order and repair including any necessary replacement, all fixtures and other installations in Public Access Area and Common Access Areas, including, but not limited to, pools, fountains, benches and the like;
- (c) maintain the doors, corridors, elevators and the escalators within and directly serving the Public Access Area;
- (d) perform all repairs or maintenance involving the structure, fixtures, decorations or other improvements in and around the Public Access Area, including without limitation, to the extent such items impact or may impact the use, connectivity or functionality of the Public Access Easement or the Public Access Area: (X) all repairs to or replacement of roofs, exterior skylights, gutters, downspouts, pillars, slabs, beams, joists, ceilings and all water damage to the Public Access Area resulting from roof or sprinkler leaks or other interior damage resulting from a defect or failure in the structure; and (Y) plastering, refurbishing or other resurfacing of the ceiling, exterior walls and columns of the Public Access Area;
- (e) regularly inspect the mechanical and related equipment constituting the HVAC and other critical building systems serving the Public Access Area, and maintain such equipment in good order and repair.

8. **PR Gallery I’s Restoration Obligation.**

- 8.1 Casualty. If at any time the Public Access Area or the Public Access Area Improvements are materially damaged or destroyed by fire or other casualty (a “Casualty”), PR Gallery I shall promptly give written notice thereof to PRA.
- 8.2 Restoration. Upon the occurrence of a Casualty, PR Gallery I shall promptly commence and proceed with due diligence to repair, restore and replace the Public Access Area, Common Access Areas and the Public Access Area Improvements, and to apply the applicable insurance proceeds and such other funds as are necessary to such repair, restoration and replacement; provided, however, that PR Gallery I shall not be obligated to restore the Public Area Improvements to their exact condition prior to the Casualty so long as the condition, operation and functionality of the Public Access Area are substantially equivalent to the condition, operation, and functionality of the Public Access Area

prior to the Casualty. All such work (the “Restoration”) shall be deemed Alterations.

- 8.3 Lease Controls. In the event that a casualty occurs during the period when the Public Access Area is part of the Lease, the provisions set forth in the Lease with respect to Casualty shall control and prevail over any inconsistent language set forth herein.

9. Insurance.

- 9.1 PR Gallery I’s Insurance. PR Gallery I, its contractors, subcontractors, consultants, subconsultants and subtenants and subsubtenant’s contractors, subcontractors, consultants, and subconsultants (collectively, the “Insured”), at their sole cost and expense, shall with respect to the Gallery Mall and all easement, access and adjacent sidewalk areas, maintain, or cause to maintain, at a minimum the insurance coverages set forth in Exhibit 9.1 and which shall comply with the provisions hereof.

9.2 General Requirements.

- (a) Each policy of insurance required to be maintained by PR Gallery I shall: (a) be issued by a company or companies authorized to engage in the business of issuing such policies in the Commonwealth of Pennsylvania and have an A.M. Best Rating of not less than A Class X; (b) be primary to and not contributing with any insurance maintained by PRA; (c) if carried as part of a blanket policy, include an endorsement to the effect that the coverage will not be affected by the failure to pay any portion of the premium which is not allocable to the Public Access Area or by any other action not relating to the Public Access Area which would otherwise permit the insurer to cancel the coverage; (d) except for workers’ compensation and professional liability policies, all insurance required herein shall: (i) name PRA, the City of Philadelphia (“City”) and their respective officers, directors, employees and agents as additional insureds, as their interest may from time-to-time appear; and (ii) include severability of insured parties and cross-liability so that the protection of such insurance is afforded to PRA as if separate policies had been issued to each of the insured parties; (e) be written on an “occurrence” basis except for workers’ compensation, professional liability and pollution liability policies; (f) not be invalidated due to any act or omission of PRA, the City, or their respective officers, directors, employees or agents, even for claims involving their partial negligence; (g) include coverage for ongoing operations and completed operations; and (h) provide for at least thirty (30) days prior written notice to be given to PRA in the event that coverage is materially changed, cancelled or non-renewed. In the event of material change, cancellation or non-renewal of coverage(s), PR Gallery I must replace the coverage(s) to comply with the requirements set forth herein to prevent a lapse of coverage for any time period.

- (b) The amount of insurance provided in Exhibit 9.1 shall not be construed to be a limitation of the liability on the part of the PR Gallery I. The carrying of the insurance described shall in no way be interpreted as relieving the PR Gallery I of any responsibility or liability.
 - (c) PR Gallery I shall not have a Deductible/Self Insured Retention (“SIR”) on any policy greater than the Deductible Limit. The payment of any Deductible/SIR shall be the sole responsibility of PR Gallery I. The “Deductible Limit” means \$100,000, which limit will increase by 5% (on a cumulative basis) every five (5) years.
- 9.3 Delivery of Certificates. Within ten (10) days (a) after PRA’s request; or (b) upon execution of the Lease; whichever occurs first, and (c) on or before March 15th of each calendar year, PR Gallery I shall deliver to Landlord certificates of insurance evidencing the insurance required to be carried by PR Gallery I above.
- 9.4 PRA’s Right to Place Insurance. If PR Gallery I shall fail, refuse or neglect to obtain or to maintain any insurance that it is required to obtain, PRA shall have the right to purchase such insurance not sooner than after ten (10) days prior written notice to PR Gallery I, unless within such time PR Gallery I furnishes PRA with evidence that PR Gallery I has procured such insurance. If PRA exercises such right, PR Gallery I shall reimburse PRA for the actual cost of obtaining such insurance together with interest at the Default Interest Rate, within ten (10) days after delivery of a statement from PRA for the amount due.
- 9.5 Waiver of Subrogation. PRA and PR Gallery I, for themselves and their respective insurers, hereby release each other of and from any and all claims, demands, actions and causes of action (including, without limitation, subrogation claims), for loss or damage to their respective property, even if the loss or damage shall have been caused by the fault or negligence of the other party, or anyone for whom such party may be responsible. The foregoing waiver and release shall be effective only with respect to loss or damage (a) covered by insurance or required to be covered by insurance pursuant to the terms hereof or, if greater, the insurance actually carried, and (b) occurring during such time as the relevant insurance policy contains either (i) a waiver of the insurer’s right of subrogation against the other party, or (ii) a clause or endorsement to the effect that the waiver and release shall not adversely affect or impair such insurance or prejudice the right of the insured to recover under the insurance policy.

10. **Environmental Matters.**

- 10.1 Compliance. PR Gallery I shall not use, or permit its agents, employees, contractors, subcontractors, licensees or invitees to use, the Public Access Area for the purpose of treating, producing, handling, transferring, processing, transporting, disposing, using or storing a Hazardous Substance in violation of applicable Environmental Laws. PR Gallery I shall, at PR Gallery I’s own expense, comply with, or cause compliance with, all Environmental Laws as the

same affect the Public Access Area or the operations and activities of PR Gallery I, its agents, employees, contractors, subcontractors, licensees or invitees on or about the Public Access Area, provided that PR Gallery I shall not be responsible for ensuring compliance with Environmental Laws to the extent that such compliance relates to any activities of PRA from and after the date hereof.

- 10.2 Discovery of Environmental Violations. In the event PR Gallery I is notified by any Governmental Authority of an Environmental Violation or any alleged Environmental Violation, PR Gallery I shall (a) promptly notify PRA of such Environmental Violation or alleged Environmental Violation, and (b) deliver to PRA the notice filed by or received by PR Gallery I with or from any Governmental Authority relating thereto promptly after filing or receipt thereof.
- 10.3 Actions. In the event that there exists any Environmental Violation, PR Gallery I shall promptly and diligently take, or cause to be taken, any and all actions necessary to return the Public Access Area to a condition which is in compliance with Environmental Laws and shall indemnify, defend and hold harmless PRA from and against any loss or claim related thereto except to the extent caused by PRA, its agents or contractors after the date hereof. Without limiting the foregoing, PR Gallery I shall make, or cause to be made, all submissions and provide, or cause to be provided, all information required by Environmental Laws. To the extent the Environmental Violation is caused by PRA or any of its Representatives or contractors from and after the date hereof, PRA shall, at its own cost and expense, promptly and diligently take any and all actions necessary to return the Public Access Area to a condition which is in compliance with Environmental Laws. Without limiting the foregoing, PRA shall make all submissions and provide all information required by Environmental Laws in connection therewith. Copies of all information and submissions obtained or prepared by a party shall be promptly delivered to the other party, without the necessity of request or demand.
11. **Release by PR Gallery I.** As of the date hereof, PR Gallery I, each PREIT Party executing the Joinder attached to the Lease and each of their respective successors and assigns, hereby releases, discharges and settles any and all claims, liabilities or causes of action, whether then existing or thereafter arising relating to the period prior to the date hereof, or in any way arising from the Gallery Leases, including, without limitation, payment of rent under the Gallery Leases, any claim related to the maintenance or repair of the Gallery Mall or any contribution thereto required by the existing maintenance agreements, any agreement with any third party occupant of the Gallery Mall or Gallery Leases against any Public Party or their agents or the termination of the Gallery Leases and the grant of the Public Access Easement. PR Gallery I hereby agrees to indemnify, defend and hold each Public Party and their agents harmless from and against any liability, claim or losses related thereto.
12. **Indemnification.** Except to the extent caused by the gross negligence or willful misconduct of PRA, its employees, agents or contractors, PR Gallery I will indemnify and defend (with counsel of PRA's selection), PRA and save it harmless from and against

any and all claims, actions, suits, proceedings, losses, damages, liabilities and expenses (including without limitation fees of attorneys, investigators and experts) (“Claims”) arising or alleged to arise from or in connection with: the condition, use, occupancy, operation, maintenance, management or subletting of the Public Access Area; any occurrence of any nature on the Public Access Area (including the Common Access Areas), including, without limitation, any injury to, or death of, any person or any damage to or loss of property. With respect to the foregoing indemnity only, PR Gallery I hereby waives any defenses or immunities it may at any time have under or pursuant to: (a) any insurance policy maintained by or on behalf of PR Gallery I (including, without limitation, any workers' compensation policy or comparable policy maintained in accordance with the Lease), and/or (b) any applicable worker's compensation laws.

13. **Access by PRA.** PRA reserves for itself, its agents and contractors, the right to enter upon the Public Access Area at any reasonable time, upon reasonable prior notice (which the parties agree shall be not less than twenty-four (24) hours except in the case of an emergency threatening life, limb or property) for the purpose of inspecting or, subject to the provisions of Article 15 below, exercising any right to repair or restore the Public Access Area as provided herein.
14. **Realty Transfer Taxes.** In the event any realty transfer taxes shall apply or may be imposed due to the Public Access Easement, the transactions contemplated herein or otherwise in connection with the Public Access Area, PR Gallery I shall be responsible for the payment of any and all such taxes.
15. **PRA’s Right to Cure.** If PR Gallery I fails to perform any of its covenants under this easement agreement, PRA may elect to perform such covenant on behalf of PR Gallery I after giving PR Gallery I at least thirty (30) days’ advance written notice of PRA’s intention to do so (or such longer periods as may be required under the Lease, it being understood that such cure periods are concurrent, not cumulative); provided however, that in the case of the failure of PR Gallery I to provide insurance required to be carried hereunder, ten (10) days’ notice shall be required and in the case of an emergency that threatens safety, security or property damage, such shorter notice shall be required as the emergency circumstances reasonably allow. PR Gallery I shall reimburse PRA for any reasonable costs incurred by PRA in curing such failure, together with interest at the Default Interest Rate within thirty (30) days after delivery of a statement from PRA for the amount due which contains reasonable supporting evidence of such costs. The exercise by PRA of its rights under this section shall not prejudice or waive any other rights or remedies PRA might otherwise have against PR Gallery I.
16. **Successors and Assigns.** The provisions of this easement shall be binding upon and inure to the benefit of the parties hereto and their respective permitted successors and assigns. Except as provided herein, it is expressly understood that the rights and obligations set forth herein with respect to PRA shall continue, notwithstanding that PRA may sell, convey or transfer its ownership interests, if any, in the Gallery Mall, including, without limitation, the Public Access Area.

17. **Limitation of PRA's Liability.** PR Gallery I shall look solely to PRA's interest in the Public Access Area, including, without limitation, any insurance proceeds or condemnation proceeds, for enforcement of any financial or other obligation of PRA hereunder or under applicable law. No other property or other assets of PRA shall be subject to levy, execution or other enforcement proceeding for the satisfaction of PR Gallery I's remedies or with respect to this easement, the relationship of PRA and PR Gallery I or PR Gallery I's use and occupancy of the Public Access Area.
18. **Severability.** If any provision in this document or the application thereof shall to any extent be invalid, illegal or otherwise unenforceable, the remainder of this document, and the application of such provision other than as invalid, illegal or unenforceable, shall not be affected thereby, and such provisions in this document shall be valid and enforceable to the fullest extent permitted by law.
19. **Modifications.** No change or modification of this document shall be valid unless the same is in writing and signed by the parties to this hereto or their successors and assigns. No waiver of any of the provisions of this document shall be valid unless the same is in writing and is signed by the party against which it is sought to be enforced. For avoidance of doubt, although the Public Access Easement Agreement is for the public's access to and through the Public Access Area, only (i) PRA, its successors or assigns or (ii) PRA's Permitted Designee, shall be empowered to change, modify and enforce this agreement. For purposes of this Section, "Permitted Designee" means the City, and shall in no event include any private person or entity.
20. **Permitted Designee.** At any time after the later of (a) the issuance of the Certificate of Completion; or (b) the conveyance by PRA of its fee interest underlying Public Access Easement Area to PR Gallery I, PRA may, by recordable assignment or written notice designate a Permitted Designee (and no other person or entity) as its successor hereunder and thereafter PRA shall have no further rights under this Agreement.

For avoidance of doubt, it is the express understanding of the parties that PRA can designate a Permitted Designee only in connection with the entire Integrated Access Easement (and not with respect to only portions of the Integrated Access Easement).
21. **Interpretation.** The headings and captions herein are inserted for convenience of reference only and in no way define, describe or limit the scope or intent of this easement agreement or any of the provisions hereof. Where the context so requires, the use of the singular shall include the plural and vice versa and the use of the masculine shall include the feminine and the neuter.
22. **Force Majeure.** In the event performance of any of their respective covenants, agreements or obligations hereunder by PRA or PR Gallery I is prevented, interrupted or delayed by Force Majeure, the date or time or times for the performance of such covenant, agreement or obligation shall be extended for a period of time equal to the number of days the performance is prevented, interrupted or delayed, and neither PRA nor PR Gallery I shall be liable for any costs, losses, damages, injuries or liabilities caused to or suffered or incurred by the other in connection with, or as a result of, any

such delay. Notwithstanding the foregoing, a force majeure event shall not excuse the commencement or completion of the Public Access Area Improvements unless PR Gallery I shall provide written notice of such event to PRA within thirty (30) days after the occurrence thereof.

23. **Governing Law.** This easement agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.
24. **No Merger.** PR Gallery I agrees that there shall be no merger of PR Gallery I's interest and PRA's interest in the Public Access Easement by reason of the fact that the same entity may acquire or own or hold, directly or indirectly, both PRA's interest and PR Gallery I's interest in and to the Public Access Area.
25. **Grant of Easement Rights to PAID.** Notwithstanding anything herein to the contrary, PR Gallery I acknowledges and agrees that PRA may grant or assign unto PAID, a non-exclusive interest in the Integrated Access Easement for purposes of facilitating improvements to, and maintenance of, the Integrated Access Easement.
26. **Definitions.**
 - 26.1 "Access Entryways" means the (i) PATCO Access Area; (ii) access gates or doorways to 9th Street to which the Public Access Area connects; (iii) the gates or doorways to Market Street to which the Public Access Area connects; and (iv) the exit to and from the SEPTA Market-Frankford line located at 801 Market Street.
 - 26.2 "Affiliate" means any entity which, directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with PRA or PR Gallery I (or, in the case of a PR Gallery I Affiliate, PREIT or The Macerich Company). For purposes of this definition, "control" shall mean the power to (a) vote fifty-one percent (51%) or more of the interests having ordinary voting power for the election of directors of any entity, or (b) direct or cause the direction of the management and policies of such entity, whether by contract or otherwise.
 - 26.3 "Alteration" means any installation, alteration, modification, subtraction, or addition of, in or to the Public Access Area, or the removal or replacement of any of the foregoing.
 - 26.4 "Certificate of Completion" means the Certificate of Completion to be issued by PRA pursuant to the provisions of the Lease.
 - 26.5 "Commuter Rail Tunnel" means the railroad tunnel located, in part, under the Gallery Mall and access thereto.
 - 26.6 "Default Interest Rate" means a rate per annum equal to the Prime Rate of Interest posted in the print edition of the Wall Street Journal (or such other comparable rate selected by PRA in the event of the unavailability thereof) from time-to-time plus two percent (2%).

- 26.7 “Environmental Laws” means all Federal, state and local laws, statutes, ordinances, codes, rules, regulations and other requirements respecting the environment, including but not limited to those respecting: (a) the generation, use, handling, processing, storage, treatment, transportation, or disposal of any solid or hazardous wastes, or any hazardous or toxic substances or materials; (b) pollution or contamination of land, improvements, air (including indoor air), or water (including groundwater); (c) emissions, spills, releases, or discharges of any substance onto or into the land, improvements, air (including indoor air), or water (including groundwater), or any sewer or septic system; (d) protection of wetlands; (e) aboveground or underground storage tanks; (f) air quality (including indoor air quality) or water quality (including groundwater quality); and (g) protection of endangered species. Without limiting the generality of the foregoing, the term “Environmental Laws” includes the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C., Sec. 9601, et seq.; the Resource Conservation and Recovery Act, as amended, 42 U.S.C., Sec. 6901, et seq., and the Toxic Substance Control Act of 1976, as amended, 15 U.S.C., Sec. 2601, et seq., the Pennsylvania Hazardous Sites Cleanup Act, 35 P.S. § 6020.101 et seq., the Pennsylvania Solid Waste Management, 35 P.S. § 6018.101 et seq., and the Pennsylvania Clean Streams Law, 35 P.S. 691.1 et seq.
- 26.8 “Environmental Violation” shall mean (a) any direct or indirect discharge, disposal, spillage, emission, escape, pumping, pouring, injection, leaching, release, seepage, filtration or transporting of any Hazardous Substance at, upon, under, onto or within the Public Access Area, or from the Public Access Area to the environment, in violation of any Environmental Law or in excess of any reportable quantity established under any Environmental Law or which could result in any liability to any Governmental Authority or any other person for the costs of any removal or remedial action or natural resources damage or for bodily injury or property damage, (b) any deposit, storage, dumping, placement or use of any Hazardous Substance at, upon, under or within the Public Access Area or which extends to any adjoining property in violation of any Environmental Law or in excess of any reportable quantity established under any Environmental Law or which could result in any liability to any Governmental Authority or any other person for the costs of any removal or remedial action or natural resources damage or for bodily injury or property damage, (c) the abandonment or discarding of any barrels, containers or other receptacles containing any Hazardous Substances in violation of any Environmental Laws, or (d) any violation of or noncompliance with any Environmental Law.
- 26.9 “Gallery Leases” means collectively the Lease, the Amended and Restated Lease and Redevelopment Agreement between PRA and PR Gallery I Limited Partnership dated [REDACTED] and the Amended and Restated Lease and Redevelopment Agreements between PRA and Keystone Philadelphia Properties, L.P. pursuant to which the Gallery Mall is leased from PRA.

- 26.10 “Gallery Mall” means collectively, the area leased from PRA pursuant to the Gallery Leases.
- 26.11 “Guaranty” means the Guaranty by PREIT and The Macerich Company in favor of PRA.
- 26.12 “Lease” means that certain Amended and Restated Lease Agreement between PRA and PR Gallery I dated [REDACTED] with respect to a portion of the Gallery Mall, as more fully described herein.
- 26.13 “PAID” means Philadelphia Authority for Industrial Development.
- 26.14 “PATCO” means Port Authority Transit Corporation.
- 26.15 “PREIT” means Pennsylvania Real Estate Investment Trust and its successors and assigns.
- 26.16 “PREIT Parties” means collectively, PREIT Rubin, Inc., 907 LP, 801 4-6 Fee Owner, L.P., 801 C-3 Fee Owner, L.P., Keystone Philadelphia Properties, LP.
- 26.17 “Public Access Area” means the area shown on Schedule B including the PATCO Exit, and including, without limitation, the entranceways, stairwells, escalators, and elevators shown on Schedule B.
- 26.18 “Public Parties” means collectively, the City, PAID and Landlord.
- 26.19 “SEPTA” means the Southeastern Pennsylvania Transit Authority and its successors and assigns.
- 26.20 “SEPTA Structures” means the buildings, rail tracks and tunnels, and other structures and improvements, wherever located, and owned or operated by SEPTA as of the date hereof or hereafter constructed.
- 26.21 “Transit Facilities” are SEPTA’s regional rail station (now known as Jefferson Station), 8th Street Subway Station, the 11th Street Subway Station, the PATCO Access Area. The facilities of PATCO located under 8th Street do not directly abut the Public Access Area; however, the terminus of the Public Access Area at 8th Street includes a doorway leading to and from such facilities (the “PATCO Access Area”).
- 26.22 “Truck Tunnel” means the underground truck access tunnel generally located under the Gallery Mall, with street access from Arch Street.

SCHEDULE A

INTEGRATED ACCESS EASEMENT

MALL LEVEL

All that certain parcel of ground situate in the City of Philadelphia, Commonwealth of Pennsylvania, being more particularly bounded and described as follows;

Beginning at a point on the westerly right-of-way line of 8th Street, (50 feet wide), said point being located at the intersection of the westerly right-of-way line of 8th Street (50 feet wide) and the northerly right-of-way line of Market Street (100 feet wide) and extending thence;

1. Extending through the Mall Level of The Gallery, North 78°59'00" West, a distance of 86.554 feet; thence,
2. South 11°01'00" West, a distance of 9.361 feet; thence,
3. North 78°59'00" West, a distance of 15.000 feet; thence,
4. North 11°01'00" East, a distance of 9.361 feet; thence,
5. North 78°59'00" West, a distance of 84.930 feet; thence,
6. South 11°01'00" West, a distance of 9.452 feet; thence,
7. North 78°59'00" West, a distance of 15.000 feet; thence,
8. North 11°01'00" East, a distance of 9.452 feet; thence,
9. North 78°59'00" West, a distance of 129.917 feet; thence,
10. North 11°01'00" East, a distance of 87.785 feet; thence,
11. North 78°59'00" West, a distance of 10.604 feet; thence,
12. North 11°01'00" East, a distance of 5.186 feet; thence,
13. North 33°59'00" West, a distance of 28.283 feet; thence,
14. North 78°59'00" West, a distance of 153.892 feet; thence,
15. North 11°01'00" East, a distance of 15.584 feet; thence,
16. North 78°59'00" West, a distance of 322.320 feet; thence,
17. South 11°01'00" West, a distance of 5.249 feet; thence,
18. North 78°59'00" West, a distance of 269.815 feet; thence,
19. North 33°52'17" West, a distance of 22.573 feet; thence,
20. North 78°59'00" West, a distance of 186.200 feet; thence,
21. South 56°01'00" West, a distance of 24.940 feet; thence,
22. North 78°59'00" West, a distance of 12.201 feet to a point on the westerly right-of-way line of 11th Street (55.781 feet wide); thence,
23. Along said line of 11th Street, North 11°01'00" East, a distance of 40.742 feet; thence,
24. Leaving said line and extending, South 78°59'00" East, a distance of 75.829 feet; thence,
25. North 11°01'00" East, a distance of 9.774 feet; thence,
26. South 78°59'00" East, a distance of 134.725 feet; thence,
27. North 11°01'00" East, a distance of 23.120 feet; thence,
28. South 78°59'00" East, a distance of 53.994 feet; thence,
29. South 10°49'38" West, a distance of 7.353 feet; thence,
30. South 37°18'19" East, a distance of 12.981 feet; thence,
31. South 78°59'00" East, a distance of 227.514 feet; thence,

32. South 11°01'00" West, a distance of 6.396 feet; thence,
33. South 78°59'00" East, a distance of 449.115 feet; thence,
34. North 11°01'00" East, a distance of 5.108 feet; thence,
35. South 78°59'00" East, a distance of 93.137 feet; thence,
36. South 11°21'00" West, a distance of 148.279 feet; thence,
37. South 78°59'00" East, a distance of 297.000 feet to a point on the aforementioned westerly right-of-way line of 8th Street; thence,
38. Along said line of 8th Street, South 11°21'00" West, a distance of 29.750 feet to the first mentioned point and place of beginning.

Containing 1.492 acres, more or less.

The above described area beginning at the top of the structural slab of the Mall Level, and extending upwards to the top of the structural slab of the Street Level.

**STREET LEVEL
801 MARKET SECTION**

All that certain parcel of ground situate in the City of Philadelphia, Commonwealth of Pennsylvania, being more particularly bounded and described as follows;

Beginning at a point located North 78°59'00" West, a distance of 113.787 feet from the intersection of the westerly right-of-way line of 8th Street (55.781 feet wide) and the northerly right-of-way line of Market Street (100 feet wide) and extending thence;

1. Along said northerly line of Market Street, North 78°59'00" West, a distance of 15.000 feet; thence,
2. Leaving said line and extending, North 11°01'00" East, a distance of 2.661 feet; thence,
3. North 78°59'00" West, a distance of 32.500 feet; thence,
4. North 11°01'00" East, a distance of 15.000 feet; thence,
5. South 78°59'00" East, a distance of 80.000 feet; thence,
6. South 11°01'00" West, a distance of 15.000 feet; thence,
7. North 78°59'00" West, a distance of 32.500 feet; thence,
8. South 11°01'00" West, a distance of 2.661 feet to the first mentioned point and place of beginning.

Containing 0.028 acres, more or less.

The above described area beginning at the top of the structural slab of the Street Level, and extending upwards to the bottom of the structural slab of the Second Level.

**STREET LEVEL
GALLERY I EAST SECTION**

All that certain parcel of ground situate in the City of Philadelphia, Commonwealth of Pennsylvania, being more particularly bounded and described as follows;

Beginning at a point on the easterly right-of-way line of 9th Street (55.781 feet wide), said point being located North 11°01'00" East, a distance of 128.169 feet from the intersection of the easterly right-of-way line of 9th Street (55.781 feet wide) and the northerly right-of-way line of Market Street (100 feet wide), and extending thence;

1. Along said easterly line of 9th Street, North 11°01'00" East, a distance of 62.000 feet; thence,
2. South 78°59'00" East, a distance of 31.000 feet; thence,
3. South 11°01'00" West, a distance of 62.000 feet; thence,
4. North 78°59'00" West, a distance of 31.000 feet to the to the first mentioned point and place of beginning.

Containing 0.044 acres, more or less.

The above described area beginning at the top of the structural slab of the Street Level, and extending upwards to the bottom of the structural slab of the Second Level.

STREET LEVEL GALLERY I WEST SECTION

All that certain parcel of ground situate in the City of Philadelphia, Commonwealth of Pennsylvania, being more particularly bounded and described as follows;

Beginning at a point on the northerly right-of-way line of Market Street (100 feet wide), said point being located North 78°59'00" West, a distance of 13.803 feet from the intersection of the westerly right-of-way line of 9th Street (55.781 feet wide) and the northerly right-of-way line of Market Street (100 feet wide), and extending thence;

1. Along said northerly line of Market Street, North 78°59'00" West, a distance of 15.567 feet; thence,
2. North 04°29'43" West, a distance of 46.278 feet; thence,
3. North 11°01'00" East, a distance of 10.316 feet; thence,
4. North 78°59'00" West, a distance of 26.153 feet; thence,
5. North 11°01'00" East, a distance of 74.500 feet; thence,
6. North 78°59'00" West, a distance of 13.600 feet; thence,
7. North 11°01'00" East, a distance of 51.008 feet; thence,
8. South 78°59'00" East, a distance of 67.861 feet; thence,
9. South 11°01'00" West, a distance of 16.771 feet; thence,
10. South 78°59'00" East, a distance of 13.638 feet to a point on the westerly right-of-way line of 9th Street; thence,
11. Along said line of 9th Street, South 11°01'00" West, a distance of 80.987 feet; thence,
12. Leaving said line and extending, North 78°59'00" West, a distance of 26.747 feet; thence,
13. South 11°01'00" West, a distance of 36.023 feet; thence,
14. South 04°29'43" East, a distance of 48.398 feet to the first mentioned point and place of beginning.

Containing 0.209 acres, more or less.

The above described area beginning at the top of the structural slab of the Street Level, and extending upwards to the bottom of the structural slab of the Second Level.

**STREET LEVEL
GALLERY II WEST SECTION**

All that certain parcel of ground situate in the City of Philadelphia, Commonwealth of Pennsylvania, being more particularly bounded and described as follows;

Beginning at a point on the westerly right-of-way line of 10th Street, (55.781 feet wide), said point being located North 11°01'00" East, a distance of 130.738 feet from the intersection of said westerly right-of-way line of 10th Street and the northerly right-of-way line of Market Street (100 feet wide) and extending thence;

1. Leaving said line and extending North 78°59'00" West, a distance of 95.042 feet; thence,
2. North 11°01'00" East, a distance of 49.264 feet; thence,
3. South 78°59'00" East, a distance of 80.534 feet; thence,
4. South 11°01'00" West, a distance of 21.349 feet; thence,
5. South 78°59'00" East, a distance of 14.508 feet to a point on the westerly right-of-way line of 10th Street; thence,
6. Along said line of 10th Street, South 11°01'00" West, a distance of 27.915 feet to the first mentioned point and place of beginning.

Containing 0.100 acres, more or less.

The above described area beginning at the top of the structural slab of the Street Level, and extending upwards to the bottom of the structural slab of the Second Level.



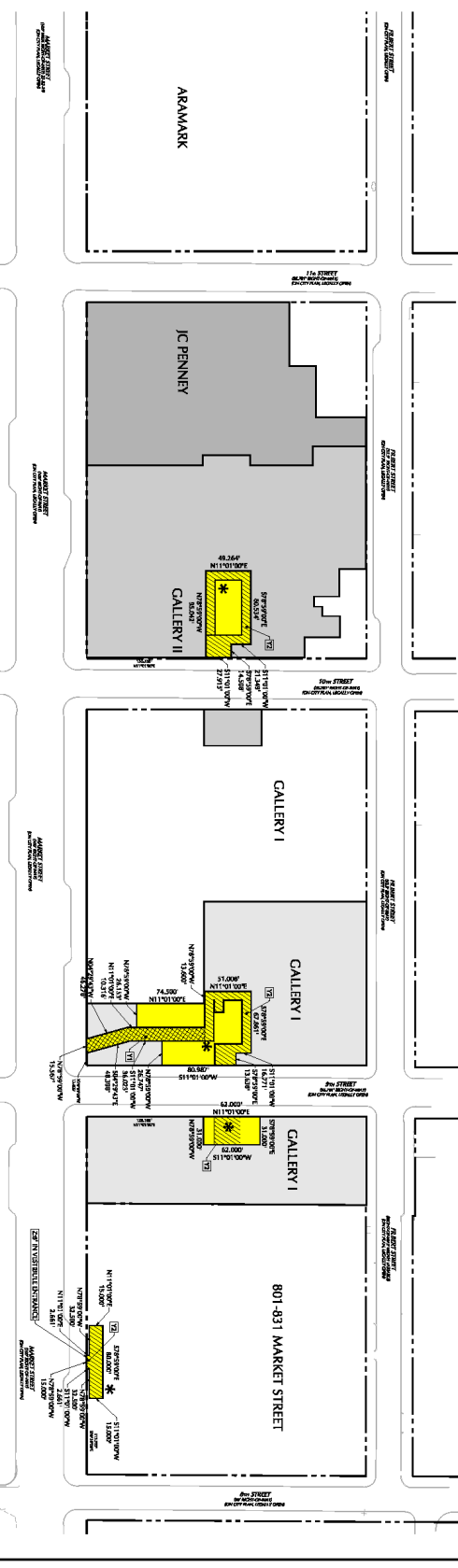
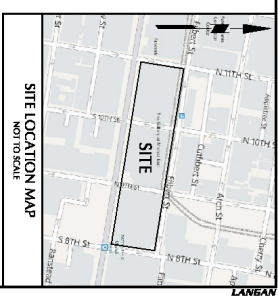
EASEMENT LEGEND

- * ACCESS THROUGH EASEMENT AREA AT OR NEAR THE DISCONTINUED LOCATIONS
- Public Access Area (Yellow) MAY BE MODIFIED IN ACCORDANCE WITH THE PUBLIC ACCESS EASEMENT
- (P2) - MINIMUM 10-FOOT WIDE EASEMENT AREA (AS MAY BE MODIFIED IN ACCORDANCE WITH THE PUBLIC ACCESS EASEMENT)
- (P1) - MINIMUM 15-FOOT WIDE EASEMENT AREA (AS MAY BE MODIFIED IN ACCORDANCE WITH THE PUBLIC ACCESS EASEMENT)

BUILDING LEGEND

- JC PENNEY
- GALLERY II
- GALLERY I

- ### GENERAL NOTES:
1. THIS PLAN IS FOR THE PROPOSED PUBLIC ACCESS EASEMENT AND IS NOT TO BE CONSIDERED AS A FINAL DESIGN OR CONSTRUCTION PLAN.
 2. THE PROPOSED PUBLIC ACCESS EASEMENT IS SUBJECT TO THE REVIEW AND APPROVAL OF THE CITY OF HOUSTON.
 3. THE PROPOSED PUBLIC ACCESS EASEMENT IS SUBJECT TO THE REVIEW AND APPROVAL OF THE HOUSTON AREA TRANSPORTATION AUTHORITY (HATA).
 4. THE PROPOSED PUBLIC ACCESS EASEMENT IS SUBJECT TO THE REVIEW AND APPROVAL OF THE HOUSTON AREA TRANSPORTATION AUTHORITY (HATA).
 5. THE PROPOSED PUBLIC ACCESS EASEMENT IS SUBJECT TO THE REVIEW AND APPROVAL OF THE HOUSTON AREA TRANSPORTATION AUTHORITY (HATA).
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 7. THE PROPOSED PUBLIC ACCESS EASEMENT IS SUBJECT TO THE REVIEW AND APPROVAL OF THE HOUSTON AREA TRANSPORTATION AUTHORITY (HATA).
 8. THE PROPOSED PUBLIC ACCESS EASEMENT IS SUBJECT TO THE REVIEW AND APPROVAL OF THE HOUSTON AREA TRANSPORTATION AUTHORITY (HATA).
 9. THE PROPOSED PUBLIC ACCESS EASEMENT IS SUBJECT TO THE REVIEW AND APPROVAL OF THE HOUSTON AREA TRANSPORTATION AUTHORITY (HATA).
 10. THE PROPOSED PUBLIC ACCESS EASEMENT IS SUBJECT TO THE REVIEW AND APPROVAL OF THE HOUSTON AREA TRANSPORTATION AUTHORITY (HATA).



REASONABLE DIRECTIONAL SIGNAGE TO PEDESTRIANS FOR GENERAL ORIENTATION AS WELL AS TO LOCATE SUBTERRANEAN TRANSPORTATION, SURFACE TRANSPORTATION AND PA CONVENTION CENTER TO BE PROVIDED IN ACCORDANCE WITH THE ACCESS EASEMENT AGREEMENT



| DATE | DESCRIPTION | BY | REVISIONS |
|------|-------------|----|-----------|
| | | | |

STUDIO F. HENDERSON ARCHITECTS, L.P.
 13111 STATE STREET
 HOUSTON, TEXAS 77055-1311
 TEL: 713.865.1311
 FAX: 713.865.1312
 WWW.STUDIOFH.COM

LANGAN
 ARCHITECTS
 11111 WESTHEIMER BOULEVARD, SUITE 100
 HOUSTON, TEXAS 77042
 TEL: 713.865.1311
 FAX: 713.865.1312
 WWW.LANGANARCHITECTS.COM

THE GALLERY
 801-831 MARKET STREET
 HOUSTON, TEXAS 77002

EASEMENT AREAS (STREET LEVEL)

Project No. 2009001
 Date: 11/08/2013
 Scale: 1"=20'
 Drawn By: BRUNO
 Checked By: SHH
VB-802

SCHEDULE B

PUBLIC ACCESS EASEMENT

**MALL LEVEL
GALLERY I**

All that certain parcel of ground situate in the City of Philadelphia, Commonwealth of Pennsylvania, being more particularly bounded and described as follows;

Beginning at a point on the westerly right-of-way line of 8th Street, (50 feet wide), said point being located at the intersection of the westerly right-of-way line of 8th Street (50 feet wide) and the northerly right-of-way line of Market Street (100 feet wide) and extending thence;

1. Extending through the Mall Level of The Gallery, North 78°59'00" West, a distance of 86.554 feet; thence,
2. South 11°01'00" West, a distance of 9.361 feet; thence,
3. North 78°59'00" West, a distance of 15.000 feet; thence,
4. North 11°01'00" East, a distance of 9.361 feet; thence,
5. North 78°59'00" West, a distance of 84.930 feet; thence,
6. South 11°01'00" West, a distance of 9.452 feet; thence,
7. North 78°59'00" West, a distance of 15.000 feet; thence
8. North 11°01'00" East, a distance of 9.452 feet; thence,
9. North 78°59'00" West, a distance of 129.917 feet; thence,
10. North 11°01'00" East, a distance of 87.785 feet; thence,
11. North 78°59'00" West, a distance of 10.604 feet; thence,
12. North 11°01'00" East, a distance of 5.186 feet; thence,
13. North 33°59'00" West, a distance of 28.283 feet; thence,
14. North 78°59'00" West, a distance of 153.892 feet; thence,
15. North 11°01'00" East, a distance of 15.584 feet; thence,
16. North 78°59'00" West, a distance of 322.320 feet to the easterly right-of-way line of 10th Street (55.781 feet wide); thence,
17. Along said line of 10th Street, North 11°01'00" East, a distance of 44.364 feet; thence,
18. Leaving said line and extending, South 78°59'00" East, a distance of 449.115 feet; thence,
19. North 11°01'00" East, a distance of 5.108 feet; thence,
20. South 78°59'00" East, a distance of 93.137 feet; thence,
21. South 11°21'00" West, a distance of 148.279 feet; thence,
22. South 78°59'00" East, a distance of 297.000 feet; thence,
23. South 11°21'00" West, a distance of 29.750 feet to the first mentioned point and place of beginning.

Containing 0.952 acres, more or less.

The above described area beginning at the top of the structural slab of the Mall Level, and extending upwards to the top of the structural slab of the Street Level.

**STREET LEVEL
GALLERY I EAST SECTION**

Il that certain parcel of ground situate in the City of Philadelphia, Commonwealth of Pennsylvania, being more particularly bounded and described as follows;

Beginning at a point on the easterly right-of-way line of 9th Street (55.781 feet wide), said point being located North 11°01'00" East, a distance of 128.169 feet from the intersection of the easterly right-of-way line of 9th Street (55.781 feet wide) and the northerly right-of-way line of Market Street (100 feet wide), and extending thence;

5. Along said easterly line of 9th Street, North 11°01'00" East, a distance of 62.000 feet; thence,
6. South 78°59'00" East, a distance of 31.000 feet; thence,
7. South 11°01'00" West, a distance of 62.000 feet; thence,
8. North 78°59'00" West, a distance of 31.000 feet to the to the first mentioned point and place of beginning.

Containing 0.044 acres, more or less.

The above described area beginning at the top of the structural slab of the Street Level, and extending upwards to the bottom of the structural slab of the Second Level.

**STREET LEVEL
GALLERY I WEST SECTION**

All that certain parcel of ground situate in the City of Philadelphia, Commonwealth of Pennsylvania, being more particularly bounded and described as follows;

Beginning at a point on the northerly right-of-way line of Market Street (100 feet wide), said point being located North 78°59'00" West, a distance of 13.803 feet from the intersection of the westerly right-of-way line of 9th Street (55.781 feet wide) and the northerly right-of-way line of Market Street (100 feet wide), and extending thence;

15. Along said northerly line of Market Street, North 78°59'00" West, a distance of 15.567 feet; thence,
16. North 04°29'43" West, a distance of 46.278 feet; thence,
17. North 11°01'00" East, a distance of 10.316 feet; thence,
18. North 78°59'00" West, a distance of 26.153 feet; thence,
19. North 11°01'00" East, a distance of 74.500 feet; thence,
20. North 78°59'00" West, a distance of 13.600 feet; thence,
21. North 11°01'00" East, a distance of 51.008 feet; thence,
22. South 78°59'00" East, a distance of 67.861 feet; thence,

23. South 11°01'00" West, a distance of 16.771 feet; thence,
24. South 78°59'00" East, a distance of 13.638 feet to a point on the westerly right-of-way line of 9th Street; thence,
25. Along said line of 9th Street, South 11°01'00" West, a distance of 80.987 feet; thence,
26. Leaving said line and extending, North 78°59'00" West, a distance of 26.747 feet; thence,
27. South 11°01'00" West, a distance of 36.023 feet; thence,
28. South 04°29'43" East, a distance of 48.398 feet to the first mentioned point and place of beginning.

Containing 0.209 acres, more or less.

The above described area beginning at the top of the structural slab of the Street Level, and extending upwards to the bottom of the structural slab of the Second Level.



EASEMENT LEGEND

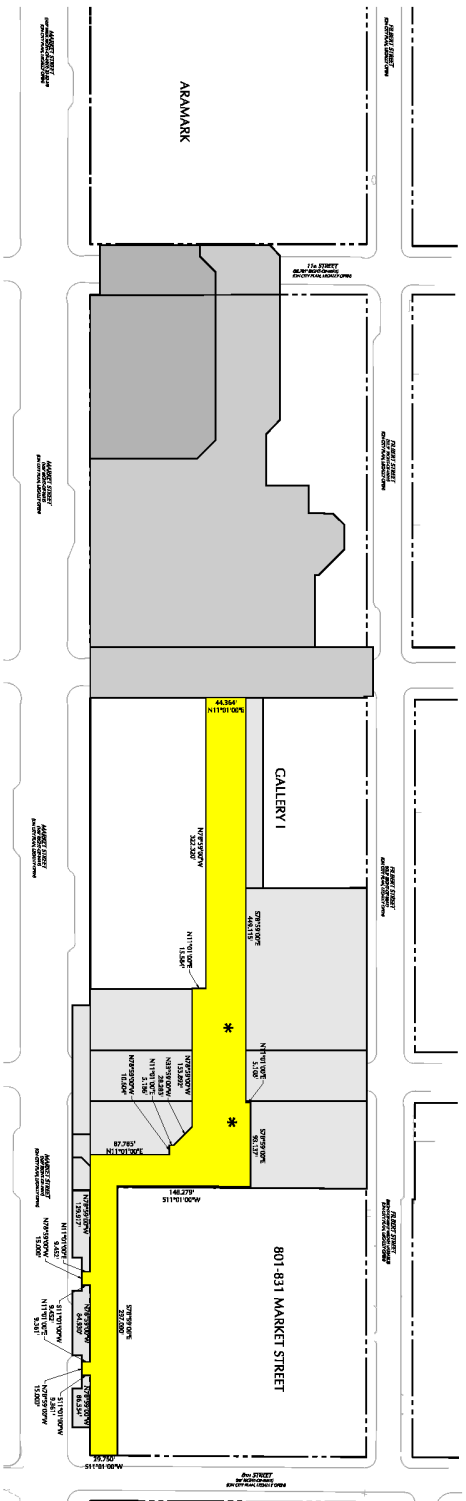
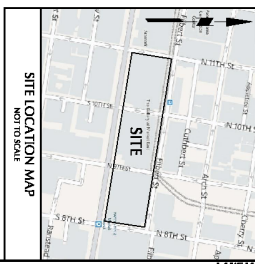
- * ACCESS THROUGH EASEMENT AREA AT OR NEAR THE DESIGNATED LOCATIONS
- PUBLIC ACCESS AREA (AS MAY BE MODIFIED IN ACCORDANCE WITH THE PUBLIC ACCESS EASEMENT)

BUILDING LEGEND

- JC PENNEY
- GALLERY II
- GALLERY I

GENERAL NOTES:

1. EXISTING AND PROPOSED EASEMENT ARE SHOWN IN YELLOW.
2. THE PROPOSED EASEMENT IS SHOWN IN YELLOW.
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REASONABLE DIRECTIONAL SIGNAGE TO PEDESTRIANS FOR GENERAL ORIENTATION AS WELL AS TO LOCATE SUBTERRANEAN TRANSPORTATION, SURFACE TRANSPORTATION AND PA CONVEYANCE CENTER TO BE PROVIDED IN ACCORDANCE WITH THE ACCESS EASEMENT AGREEMENT



| | | |
|------|-------------|----|
| DATE | DESCRIPTION | BY |
| 2/24 | REVISIONS | |

STATE F. JACOBI
PROFESSIONAL LAND SURVEYOR P.A.
DATE: 2/24/2015

LANGAN
INCORPORATED
1000 W. MARKET STREET, SUITE 200
PHILADELPHIA, PA 19107
TEL: 215-382-2200
WWW.LANGAN.COM

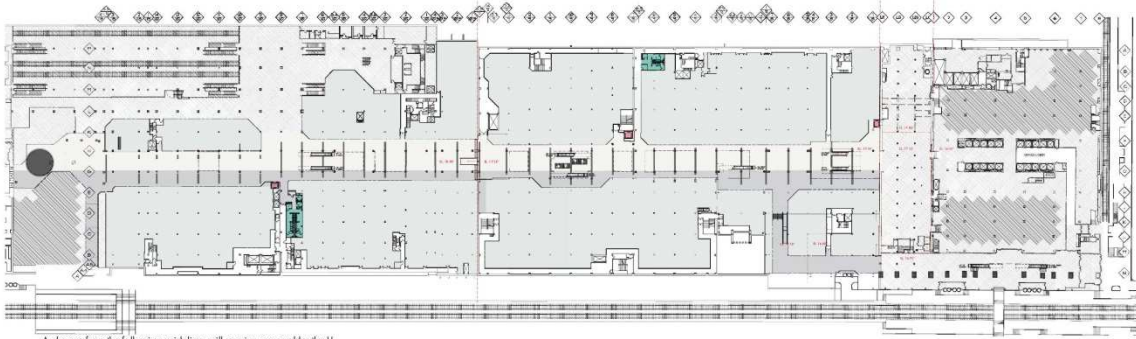
THE GALLERY
THE GALLERY COMPANY
1000 W. MARKET STREET, SUITE 200
PHILADELPHIA, PA 19107
TEL: 215-382-2200
WWW.THEGALLERY.COM

GALLERY I PROPOSED EASEMENT AREAS (MALL LEVEL)

| | | |
|-------------|---------|-----|
| PROJECT NO. | DATE | BY |
| VB-803 | 2/24/15 | BJL |

EXHIBIT 3.2

APPROVED PUBLIC ACCESS AREA PLANS



A change from the following guidelines will require approval by the LL.

FINISHES

The Landlord approves the following exterior finishes for the exterior wall:

- Glass
- Metal panel
- Stone
- Brick
- Terra cotta

[Along Market Street, the improved area is noted on Sheet 6 of this schedule. A minimum of 50% of this area will be included in the project.] TBD BASED ON FINAL SIZE OF PROJECT

INTERCONNECTION

LL and T desire to maximize the interconnection between the interior and exterior of the Project through transparency and entry points.

ACCESS POINTS

To achieve these goals, T will be obligated to the following entry points into either the mall or directly into a leased space.

- Market Street – a minimum of two per block for the 800 and 1000 block either into the mall or directly into leased space
- Market Street – a minimum of one into the mall and one into the a leased space for the 900 block
- Filbert Street – a minimum of one per block for the 800 and 900 blocks into the mall or leased space. No entrances will be required on the 1000 block.
- 9th Street between Market and Filbert – one entry point into the mall will be required on each side of the street.
- 10th Street between Market and Filbert – one entry point into the mall will be required on each side of the street.

TRANSPARENCY

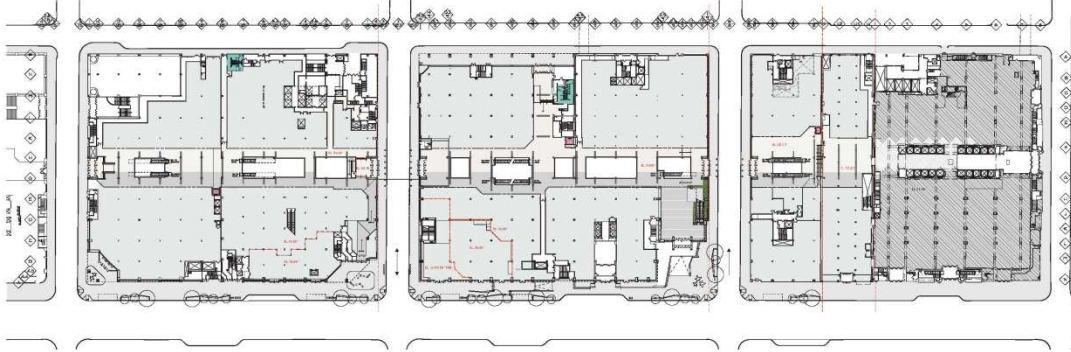
Along Market Street, the glass area is noted on Sheet 6 of this schedule. A minimum of 50% of this glass area will allow visibility into the store space beyond.

Along Filbert Street and 9th and 10th Streets between Market Street and Filbert Street, a minimum of 50% of the area noted on glass on Sheet 6 of this schedule will allow visibility into the store space beyond.

EASEMENT AND ACCESS AREA

T agrees to operate the Property as a First Class Mixed Use Retail Center. LL desires to ensure the volumetric connections in the areas depicted on Exhibit 5.2.1 of the lease and protect the easement area by requiring

- A durable architectural floor material
- Adequate lighting both natural and artificial
- Appropriate directional signage to public transit



A change from the following guidelines will require approval by the LL.

FINISHES

The Landlord approves the following exterior finishes for the exterior wall:

- Glass
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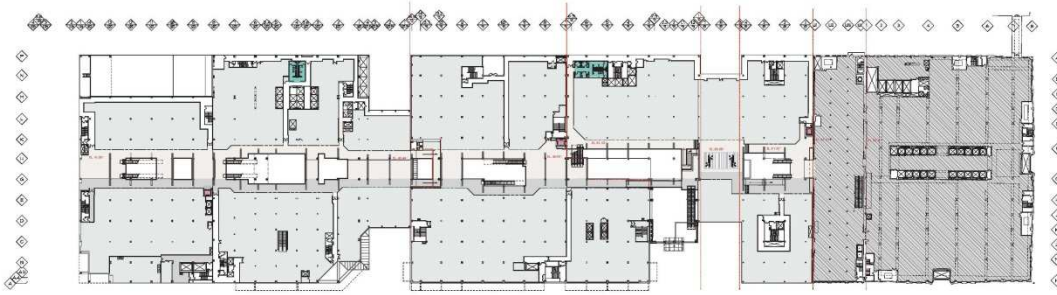
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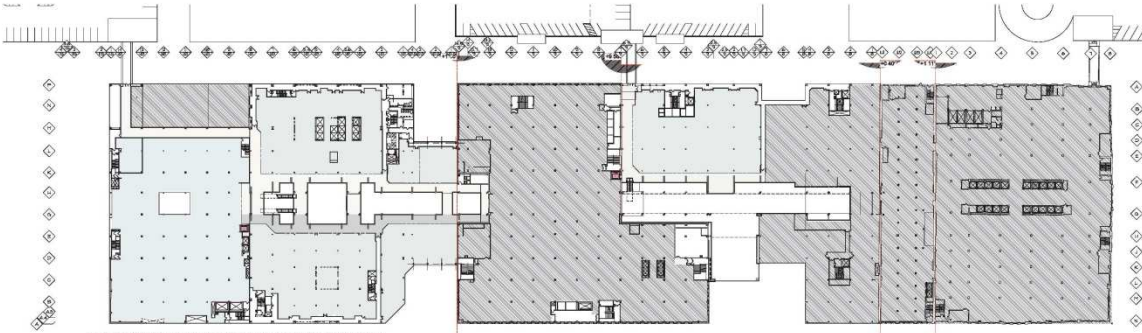
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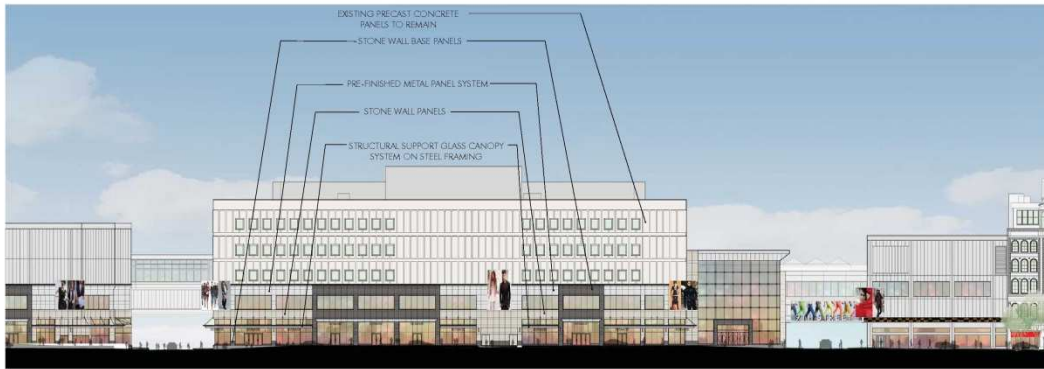
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MARKET STREET ELEVATION

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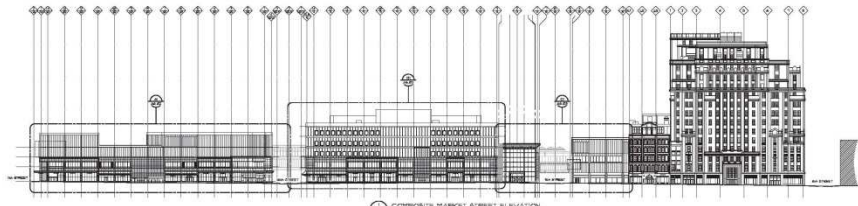
- A durable architectural floor material
- Adequate lighting both natural and artificial
- Appropriate directional signage to public transit



KEY PLAN





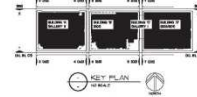
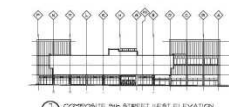
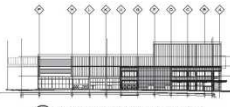
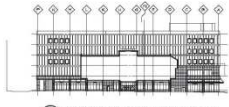
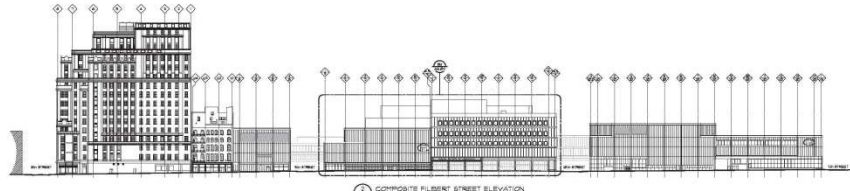


Legend

- ARCHITECTURE
- MECHANICAL
- ELECTRICAL
- PLUMBING
- STRUCTURE
- LANDSCAPE
- EXTERIOR FINISHES
- INTERIOR FINISHES
- MECHANICAL
- ELECTRICAL
- PLUMBING
- STRUCTURE
- LANDSCAPE
- EXTERIOR FINISHES
- INTERIOR FINISHES

PRELIMINARY FOR CONSTRUCTION

COMPOSITE ELEVATIONS



MACERICH

JPA ARCHITECTS

DATE 10/10/10
NO. 10/10/10
REV. 10/10/10

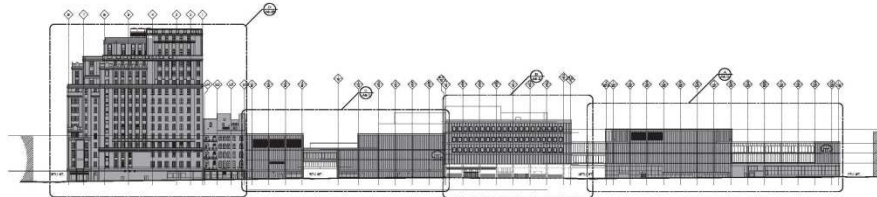
DATE 10/10/10
NO. 10/10/10
REV. 10/10/10

DATE 10/10/10
NO. 10/10/10
REV. 10/10/10

PROJECT NO. 15-001
 PROJECT NAME: THE GALLERY
 PROJECT ADDRESS: 150 WEST 10TH STREET
 PROJECT CITY: NEW YORK, NY
 PROJECT STATE: NY
 PROJECT ZIP: 10011
 PROJECT DATE: 04/08/2015

PRELIMINARY
 NOT FOR CONSTRUCTION

COMPOSITE
FILBERT STREET
ELEVATION



COMPOSITE FILBERT STREET ELEVATION
 1/8" = 1'-0"



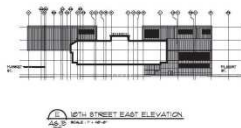
KEY PLAN
 1/8" = 1'-0"

| | |
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| DATE | 08/10 |
| SCALE | AS SHOWN |

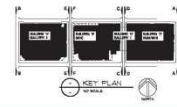


1. ALL DIMENSIONS TO FACE UNLESS NOTED OTHERWISE
 2. FINISHES TO BE DETERMINED BY THE ARCHITECT
 3. MATERIALS TO BE DETERMINED BY THE ARCHITECT
 4. ALL WORK TO BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE BUILDING CODES AND ALL APPLICABLE REGULATIONS

PRELIMINARY
 NOT FOR CONSTRUCTION
COMPOSITE EAST/WEST ELEVATIONS



MACERICH
 A COMMITMENT TO EXCELLENCE
JPA ARCHITECTS
 ARCHITECTS
 1000 WEST 10TH AVENUE, SUITE 1000
 DENVER, CO 80202
 TEL: 303.733.1000
 WWW.JPAARCHITECTS.COM



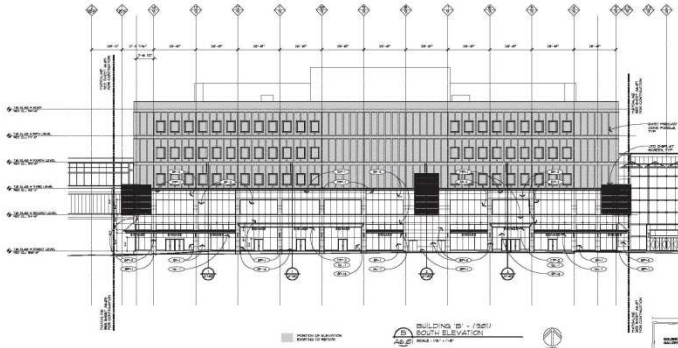
SHEET NO. 13
 DATE 08.03.15

1. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE IBC AND ALL APPLICABLE LOCAL, STATE AND FEDERAL CODES.
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| EXTERNAL MATERIAL LIST | |
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| 3. EXTERIOR WALLS - CONCRETE | 4. EXTERIOR WALLS - CONCRETE |
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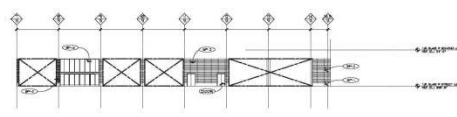
PRELIMINARY
 NOT FOR CONSTRUCTION

PARTIAL
 MARKET STREET
 ELEVATION
 Building B 003

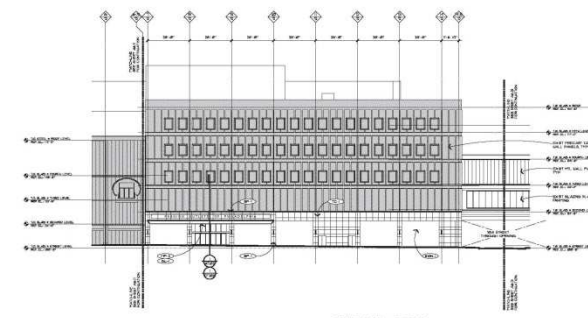


980
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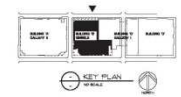
| EXTERIOR MATERIAL LIST | |
|------------------------|---|
| CE-01 | EXTERIOR WALLS AND PARTIAL EXTERIOR FINISHES, EXCEPT WHERE NOTED OTHERWISE. |
| CE-02 | EXTERIOR WALLS AND PARTIAL EXTERIOR FINISHES, EXCEPT WHERE NOTED OTHERWISE. |
| CE-03 | EXTERIOR WALLS AND PARTIAL EXTERIOR FINISHES, EXCEPT WHERE NOTED OTHERWISE. |
| CE-04 | EXTERIOR WALLS AND PARTIAL EXTERIOR FINISHES, EXCEPT WHERE NOTED OTHERWISE. |
| CE-05 | EXTERIOR WALLS AND PARTIAL EXTERIOR FINISHES, EXCEPT WHERE NOTED OTHERWISE. |
| CE-06 | EXTERIOR WALLS AND PARTIAL EXTERIOR FINISHES, EXCEPT WHERE NOTED OTHERWISE. |
| CE-07 | EXTERIOR WALLS AND PARTIAL EXTERIOR FINISHES, EXCEPT WHERE NOTED OTHERWISE. |
| CE-08 | EXTERIOR WALLS AND PARTIAL EXTERIOR FINISHES, EXCEPT WHERE NOTED OTHERWISE. |
| CE-09 | EXTERIOR WALLS AND PARTIAL EXTERIOR FINISHES, EXCEPT WHERE NOTED OTHERWISE. |
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| CE-27 | EXTERIOR WALLS AND PARTIAL EXTERIOR FINISHES, EXCEPT WHERE NOTED OTHERWISE. |
| CE-28 | EXTERIOR WALLS AND PARTIAL EXTERIOR FINISHES, EXCEPT WHERE NOTED OTHERWISE. |
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BUILDING B - GIMBELS
BLINKING STREET ELEVATION AT ENTRY
A&P 04/08/15



BUILDING B - GIMBELS
BLINKING STREET ELEVATION
A&P 04/08/15



KEY PLAN
OF SITE

REVISIONS

| | | |
|-----|----------|-------------------|
| NO. | DATE | DESCRIPTION |
| 1 | 04/08/15 | ISSUED FOR PERMIT |
| 2 | 04/08/15 | ISSUED FOR PERMIT |
| 3 | 04/08/15 | ISSUED FOR PERMIT |
| 4 | 04/08/15 | ISSUED FOR PERMIT |
| 5 | 04/08/15 | ISSUED FOR PERMIT |
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| 8 | 04/08/15 | ISSUED FOR PERMIT |
| 9 | 04/08/15 | ISSUED FOR PERMIT |
| 10 | 04/08/15 | ISSUED FOR PERMIT |

PRELIMINARY
NOT FOR CONSTRUCTION

PARTIAL
BLINKING STREET
ELEVATION
Building B 003

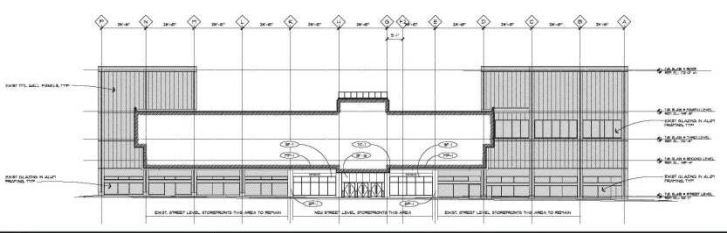
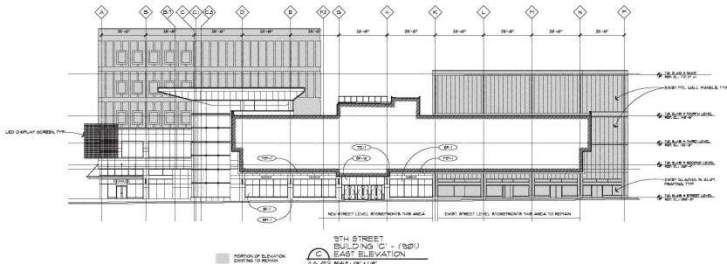
MACERICH

JPRA ARCHITECTS

1000 BROADWAY
SUITE 1000
NEW YORK, NY 10018
TEL: 212 692 1000
WWW.MACERICH.COM

| | |
|----------|-----|
| DATE | BY |
| 04/08/15 | ASD |

| EXTENSION MATERIAL LIST | |
|-------------------------|---|
| ① | STAINLESS STEEL PANELS ON VERTICAL SURFACES, PANELS TO BE 12" X 24" WITH 1/4" GUTTERS |
| ② | PAINTED METAL PANELS, COLOR TO BE DETERMINED BY ARCHITECT |
| ③ | PAINTED METAL PANELS, COLOR TO BE DETERMINED BY ARCHITECT |
| ④ | PAINTED METAL PANELS, COLOR TO BE DETERMINED BY ARCHITECT |
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| ⑫ | PAINTED METAL PANELS, COLOR TO BE DETERMINED BY ARCHITECT |
| ⑬ | PAINTED METAL PANELS, COLOR TO BE DETERMINED BY ARCHITECT |
| ⑭ | PAINTED METAL PANELS, COLOR TO BE DETERMINED BY ARCHITECT |
| ⑮ | PAINTED METAL PANELS, COLOR TO BE DETERMINED BY ARCHITECT |
| ⑯ | PAINTED METAL PANELS, COLOR TO BE DETERMINED BY ARCHITECT |
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| ⑲ | PAINTED METAL PANELS, COLOR TO BE DETERMINED BY ARCHITECT |
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| ㊿ | PAINTED METAL PANELS, COLOR TO BE DETERMINED BY ARCHITECT |



PRELIMINARY
 NOT FOR CONSTRUCTION

8TH STREET
 EAST ELEVATION &
 WEST ELEVATION
 Building C (Gallery 0)

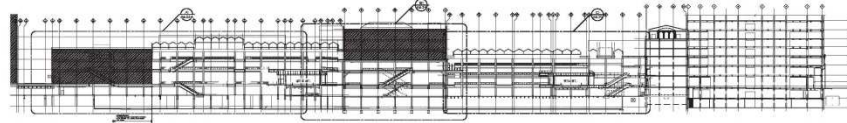
PHILADELPHIA
 AT MARKET EAST

MACERICH

JPA ARCHITECTS

PROJECT NO. 100-100000000
DATE: 04/08/2015
PROJECT: THE GALLERY
SHEET: AB.21A
SCALE: AS SHOWN
DRAWN BY: J. [unreadable]
CHECKED BY: [unreadable]

PRELIMINARY
NOT FOR CONSTRUCTION
COMPOSITE
LONGITUDINAL
BUILDING SECTION
ALTERNATE No. 0



COMPOSITE BUILDING SECTION
SCALE: 1/8" = 1'-0"

MACERICH
ARCHITECTS
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WWW.MACERICH.COM

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NEW YORK, NY 10018
TEL: 212 512 2000
WWW.JPA-ARCHITECTS.COM



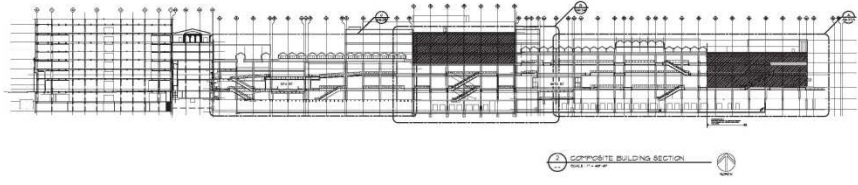
KEY PLAN
SCALE: 1/8" = 1'-0"

NO. 100-100000000
DATE: 04/08/2015
PROJECT: THE GALLERY
SHEET: AB.21A

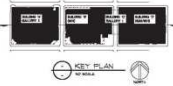
Structural Steel Deck Details
 10/10/2014
 10/10/2014
 10/10/2014
 10/10/2014
 10/10/2014

PRELIMINARY
 NOT FOR CONSTRUCTION

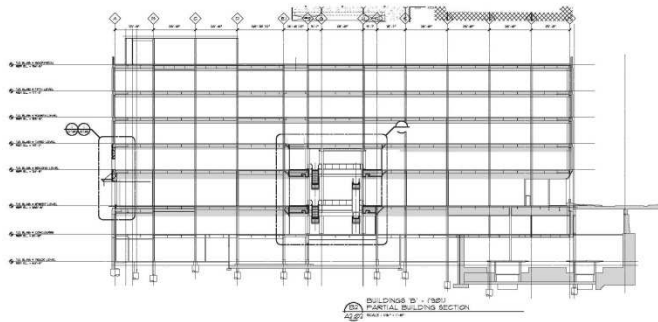
COMPOSITE LONGITUDINAL BUILDING SECTION
 ALTERNATE No. 9



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 1000 BROADWAY
 SUITE 1000
 NEW YORK, NY 10018
 TEL: 212 692 4000
 WWW.MACERICH.COM



8'0"
 A8.22A



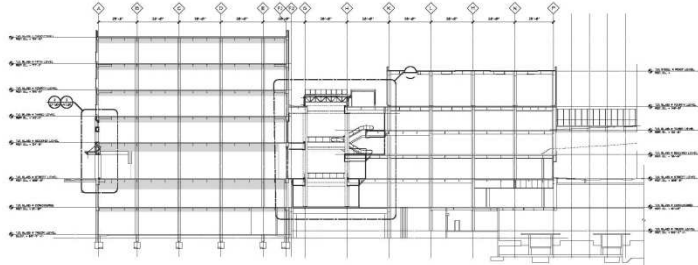
BUILDINGS B + C (B) PARTIAL BUILDING SECTION

Legend

- STRUCTURAL STEEL
- CONCRETE
- GLASS CURTAIN WALL
- MECHANICAL
- ELECTRICAL
- PLUMBING
- MECHANICAL
- ELECTRICAL
- PLUMBING

PRELIMINARY
NOT FOR CONSTRUCTION

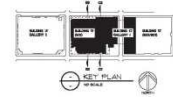
PARTIAL BUILDING SECTIONS
Building B (B) & Building C (Gallery 0)



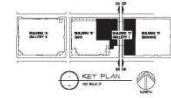
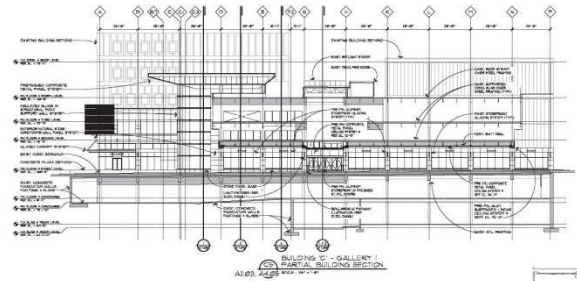
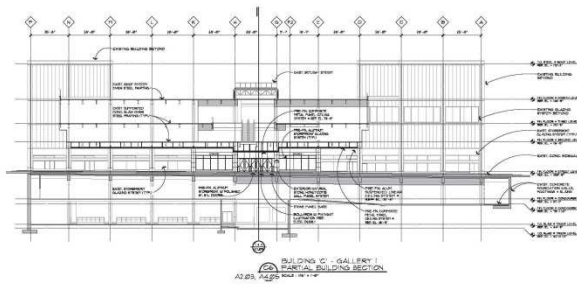
BUILDINGS B + C (C) - GALLERY 0 PARTIAL BUILDING SECTION

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Sheet: B30
Scale: A8.30

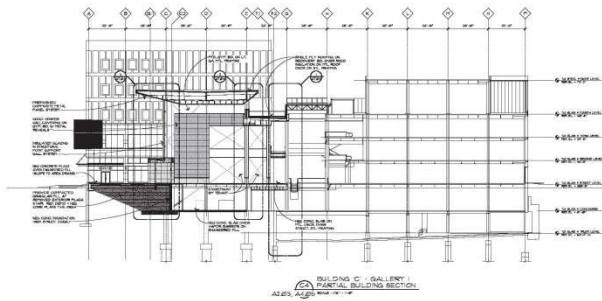


PROJECT: THE GALLERY
 PROJECT NO.: 1910
 ARCHITECT: JFRA ARCHITECTS
 DATE: APRIL 2015
 SHEET: 25 OF 25

PRELIMINARY
 PARTIAL BUILDING SECTIONS
 Building C - Gallery I

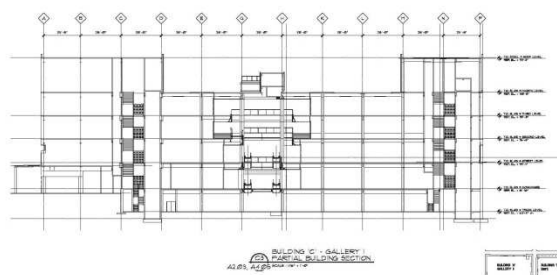
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JFRA ARCHITECTS

1910
 A2.01



PRELIMINARY
NOT FOR CONSTRUCTION

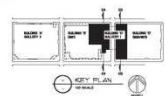
PARTIAL BUILDING SECTIONS
Building C (Gallery 0)



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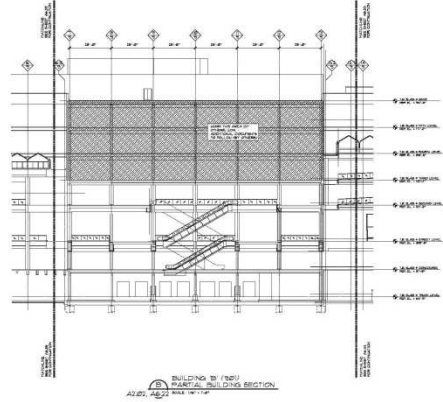
DATE: 18.0
SCALE: AS.52



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PRELIMINARY
 NOT FOR CONSTRUCTION

PARTIAL BUILDING SECTION
 SCHEDULE A 10/15



MACERICH
 FIRE
JPA ARCHITECTS
 1000 15th Street, Suite 1000
 New York, NY 10011
 Tel: 212 693 1000
 Fax: 212 693 1001
 www.jpaa.com



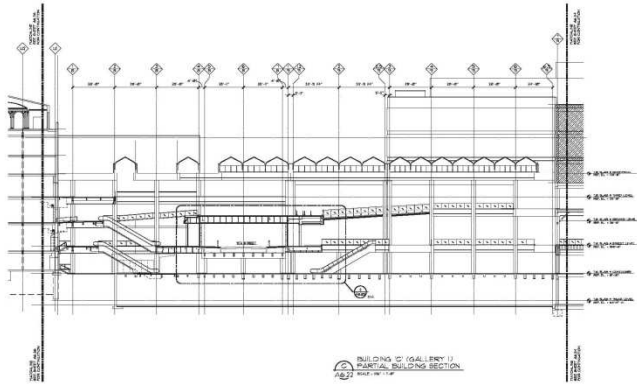
SFD
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1. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE FOLLOWING:

- 1.1. THE NATIONAL BUILDING REGULATIONS
- 1.2. THE NATIONAL ELECTRICAL REGULATIONS
- 1.3. THE NATIONAL PLUMBING REGULATIONS
- 1.4. THE NATIONAL MECHANICAL REGULATIONS
- 1.5. THE NATIONAL SANITARY REGULATIONS
- 1.6. THE NATIONAL FIRE REGULATIONS
- 1.7. THE NATIONAL SAFETY REGULATIONS
- 1.8. THE NATIONAL HEALTH REGULATIONS
- 1.9. THE NATIONAL ENVIRONMENTAL REGULATIONS
- 1.10. THE NATIONAL OCCUPATIONAL SAFETY AND HEALTH REGULATIONS
- 1.11. THE NATIONAL CONSTRUCTION REGULATIONS
- 1.12. THE NATIONAL TRANSPORTATION REGULATIONS
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- 2.82. THE NATIONAL COMMUNICATIONS REGULATIONS
- 2.83. THE NATIONAL TRANSPORTATION REGULATIONS
- 2.84. THE NATIONAL ENERGY REGULATIONS
- 2.85. THE NATIONAL WATER REGULATIONS
- 2.86. THE NATIONAL WASTE REGULATIONS
- 2.87. THE NATIONAL AIR REGULATIONS
- 2.88. THE NATIONAL SOIL REGULATIONS
- 2.89. THE NATIONAL CLIMATE REGULATIONS
- 2.90. THE NATIONAL SOUND REGULATIONS
- 2.91. THE NATIONAL LIGHT REGULATIONS
- 2.92. THE NATIONAL VIBRATION REGULATIONS
- 2.93. THE NATIONAL RADIATION REGULATIONS
- 2.94. THE NATIONAL ELECTROMAGNETIC INTERFERENCE REGULATIONS
- 2.95. THE NATIONAL SECURITY REGULATIONS
- 2.96. THE NATIONAL DEFENSE REGULATIONS
- 2.97. THE NATIONAL INTELLIGENCE REGULATIONS
- 2.98. THE NATIONAL INFORMATION REGULATIONS
- 2.99. THE NATIONAL COMMUNICATIONS REGULATIONS
- 3.00. THE NATIONAL TRANSPORTATION REGULATIONS

PRELIMINARY
 NOT FOR CONSTRUCTION

PARTIAL BUILDING SECTION
 Building C (Gallery 3)



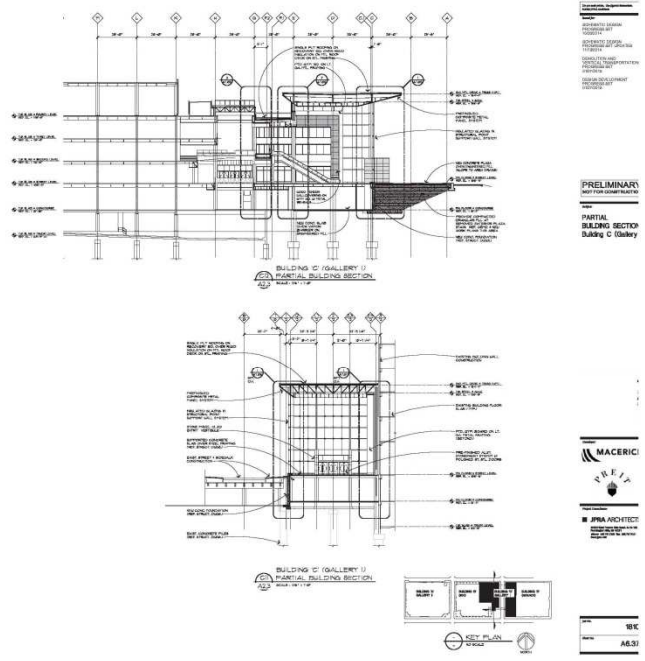
BUILDING C (GALLERY 3)
 PARTIAL BUILDING SECTION
 A6.35

MACERICH
 ARCHITECTS

JPA ARCHITECTS
 ARCHITECTS

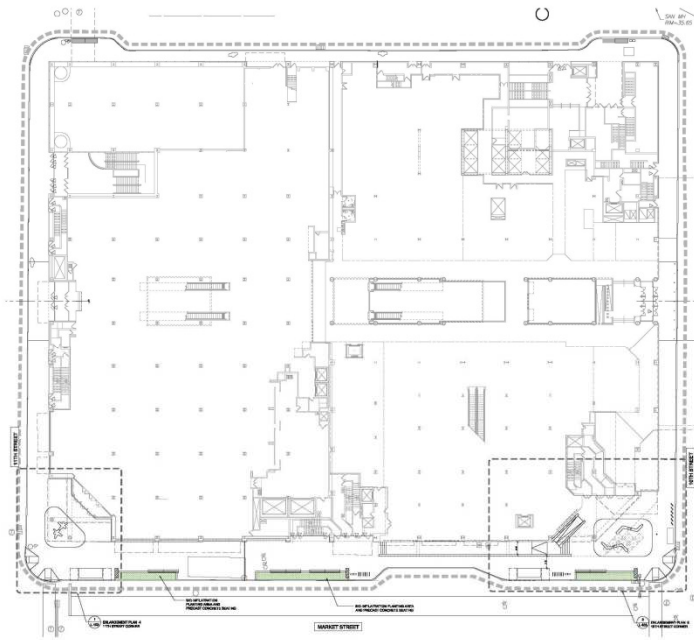


KEY PLAN
 A6.35



POSTER KIOSK/MONUMENT





DATE: APRIL 3, 2015

SITE PLAN

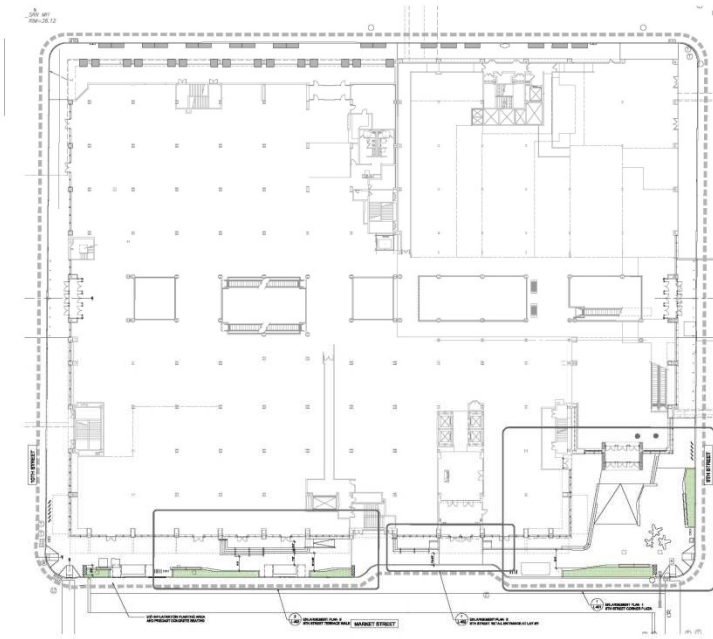
MACERICH

JPA ARCHITECTS

NOT FOR CONSTRUCTION

7458 03

L-111



DATE: APRIL 08, 2015
 PROJECT: THE GALLERY
 SHEET: L-112

SITE PLAN II





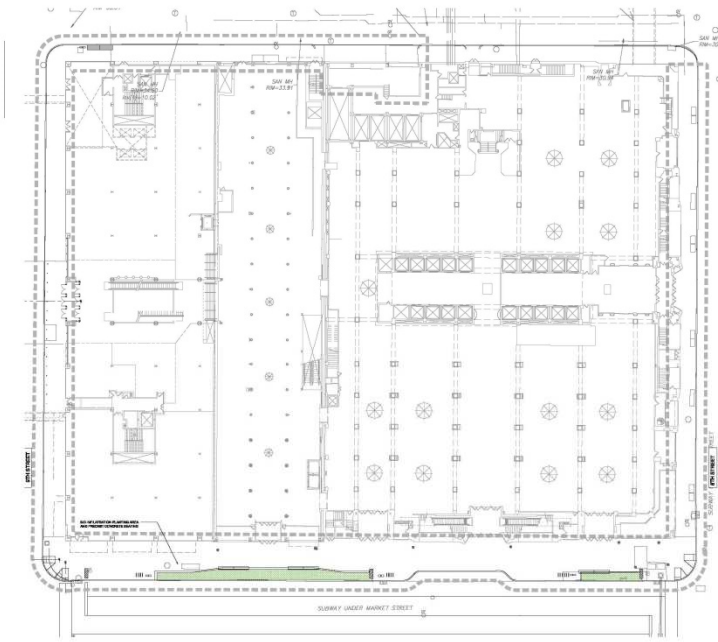








NOT FOR CONSTRUCTION



DATE: 04/03/15
 DRAWN BY: [illegible]
 CHECKED BY: [illegible]
 DATE: April 3, 2015

SITE PLAN (1)

PROPOSED PROJECT: [illegible]

MACERICH

JPA ARCHITECTS

PERKINS+WILL

NOT FOR CONSTRUCTION

DATE: 7/26/03
 DRAWN BY: L-113

EXHIBIT 9.1

INSURANCE

General Requirements.

- a. PR Gallery I will procure and maintain the insurance described below.
 - b. The Integrated Access Easement must be identified on the Certificate of Insurance.
 - c. Certificates of Insurance must be addressed to: Philadelphia Redevelopment Authority, 1234 Market Street, 16th floor, Philadelphia, PA 19107.
 - d. PRA reserves the right to request and obtain complete copies of PR Gallery I's insurance policies and any endorsements.
 - e. PRA shall have the right to periodically review the insurance coverage required hereunder and require increases in the amount of insurance maintained and the types of coverage required hereunder.
 - f. As used herein, the phrase "Entire Redevelopment Project" includes the improvements generally described in the Background Section hereof.
- I. Insurance coverage required by PR Gallery I is as follows:
- A. Construction Period
 1. Prior to the commencement of the Public Access Area Improvements, PR Gallery I will secure an Controlled Insurance Program ("CIP") for the benefit of PR Gallery I, PRA, Construction Manager, Subcontractors, Consultants and Subconsultants of every tier (unless specifically excluded) who have labor performing operations or on-site activities. CIP coverage applies only to work performed at the Gallery Mall including the Public Access Area Improvements. The construction manager, all subcontractors, consultants and subconsultants (collectively, "PR Gallery I's Contractors") must provide their own insurance for off-site activities as outlined below under A. 5. These insurance requirements also apply to contractors excluded from the CIP.
 2. Through the CIP, PR Gallery I, at its own cost and expense, will provide and maintain in force the types of insurance listed in subparagraphs (a) through (c) below. PR Gallery I will also maintain separate policies during construction of the Public Access Area Improvements listed under paragraphs (3) and (4).

(a) **Workers' Compensation and Employer's Liability Insurance** will be provided in accordance with applicable state law. Limits of Liability and Coverages will be as follows:

- i. Workers' Compensation – Applicable Statutory Benefits
- ii. Employer's Liability – Designated Premises Only:
 - 1. \$1,000,000 Bodily Injury Each Accident
 - 2. \$1,000,000 Bodily Injury by Disease – Policy Limit and
 - 3. \$1,000,000 Bodily Injury by Disease – Each Employee

(b) **Commercial General Liability Insurance** will be provided under a master liability policy. The following Limits of Liability, Coverages, and Terms will apply:

- i. Limit of Liability:
 - 1. \$2,000,000 Per Occurrence
 - 2. \$4,000,000 General Aggregate (Reinstated Annually)
 - 3. \$4,000,000 Products/Completed Operations Aggregate (10 Year Term)
 - 4. \$2,000,000 Personal Injury and Advertising Injury Per Occurrence/Annual Aggregate
 - 5. \$300,000 Fire Damage Legal Liability
 - 6. \$10,000 Medical Expense
- ii. Coverages and Terms
 - 1. No Assault and Battery Exclusion
 - 2. No Resulting Damage Exclusion

(c) **Excess Liability Insurance** will be provided under a master liability policy for all insureds. Certificates of Insurance will be

provided to each Subcontractor reflecting the Limits of Liability Coverages, and Terms as follows:

- i. Limit of Liability:
 1. \$100,000,000 any one occurrence and general aggregate annually; and
 2. \$100,000,000 Annual Aggregate Products and Completed Operations
 - ii. Coverages and Terms:
 1. Excess of General Liability
 2. Excess of Employer's Liability and
 3. Completed Operations (10 Year Term)
3. PR Gallery I will provide and maintain a builder's risk policy to cover the improvements that will be made during the Entire Redevelopment Project, including the Public Access Area Improvements and a property insurance policy.
- (a) Builder's Risk and Property Insurance.** The following Limits of Liability, Coverages, and Terms will apply:
- i. Limits of Liability:
 1. Full Completed Value of the Entire Redevelopment Project
 2. \$10,000,000 Earthquake Sublimit
 3. \$10,000,000 Flood Sublimit
 - ii. Coverages and Terms:
 1. ISO Special Form or All Risk of Physical Loss
 2. Boiler and Machinery Coverage
 3. No Exclusion for Terroristic Acts
 4. Coverage must extend to materials that will become part of the Entire Redevelopment Project (on-site and off-site) and in transit
 5. No exclusion or restriction for residential development or construction (if applicable)

6. Permission to Occupy Will be Granted
 7. Business Income/Extra Expense
 8. Soft Costs
 9. Agreed Amount/No Coinsurance
 10. Debris Removal
 11. Demolition & Increased Cost of Construction
4. PR Gallery I will provide and maintain contractors' pollution liability under a master liability policy that is specific to the Entire Redevelopment Project, which will cover losses caused by pollution incidents that arise from the operations of the PR Gallery I's Contractors involved with the Entire Redevelopment Project. This is to include all work completed by PR Gallery I's Contractors, including testing and/or removal of any and all pollutants.
- (a) **Contractors Pollution Liability Insurance.** The following Limits of Liability, Coverages, and Terms will apply:
- i. Limits of Liability:
 1. \$10,000,000 Per Occurrence
 2. \$10,000,000 General Aggregate
 - ii. Coverages and Terms:
 1. Insurance to be maintained for the duration of and for a period of three years after completion of the Entire Redevelopment Project/final payment.
 2. No Exclusions for Silica, Asbestos, Lead and/or Lead Based Paint testing.
 3. Include Mold Coverage for full policy limit of liability
 4. Coverage for all pollutants as defined under the Resource Conservation and Recovery Act, as amended, 42 U.S.C. Section 6901 et seq. or any related state or city environmental statute or the

removal of any petroleum-contaminated material at the project.

5. All owned and/or third party disposal facilities must be licensed and maintain pollution liability insurance of not less than \$2,000,000, if applicable.
5. PR Gallery I's Contractors, at their own cost and expense, will maintain in force the types of insurance listed in subparagraphs (a) through (f) below.

(a) Workers' Compensation and Employer's Liability Insurance will be provided in accordance with applicable state law. Limits of Liability and Coverages will be as follows:

- i. Workers' Compensation – Applicable Statutory Benefits
- ii. Employer's Liability – Designated Premises Only:
 1. \$500,000 Bodily Injury Each Accident
 2. \$500,000 Bodily Injury by Disease – Policy Limit and
 3. \$500,000 Bodily Injury by Disease – Each Employee

(Enrolled Contractors in the CIP shall show evidence of coverage for Off-Site Activities only)

(b) Commercial General Liability Insurance. The following Limits of Liability, Coverages, and Terms will apply:

- i. Limit of Liability:
 1. \$1,000,000 Per Occurrence
 2. \$2,000,000 General Aggregate (Reinstated Annually)
 3. \$2,000,000 Products/Completed Operations Aggregate (10 Year Term)
 4. \$1,000,000 Personal Injury and Advertising Injury Per Occurrence/Annual Aggregate
 5. \$300,000 Fire Damage Legal Liability
 6. \$10,000 Medical Expense
- ii. Coverages and Terms
 1. No Assault and Battery Exclusion

2. General Aggregate Must Apply Per Project
3. PRA, PR Gallery I, Construction Manager (as applicable) and their directors, officers, members, representatives, agents and employees shall be included as Additional Insureds on a primary and non-contributory basis. Forms required include CG 20 10 and CG 20 37 as published by the Insurance Services Office (“ISO”) or on equivalent forms.
4. No Resulting Damage Exclusion
5. No amendment to the definition of an “Insured Contract” except as broadened in 6. below.
6. The definition of an “Insured Contract” must be amended to provide coverage for all work on or within 50 feet of a railroad. A stand-alone Railroad Protective Liability policy may be required based on the scope of this project.
7. No exclusions for development, construction, building conversion, etc. with respect to the Gallery Mall Redevelopment Project’s location and/or where the work is to be completed by the PR Gallery I’s Contractors.
8. No sexual abuse or molestation exclusion.

(Enrolled Contractors in the CIP shall show evidence of coverage for Off-Site Activities only)

(c) Automobile Liability Insurance. The Limits of Liability and Coverages will be as follows:

- i. Limit of Liability:
 1. \$1,000,000 Combined Single Limit for Bodily Injury (including death) and Property Damage
- ii. Coverages and Terms
 1. Applies to any owned, hired and non-owned vehicles

2. For PR Gallery I's Contractors involved in the transportation of hazardous material, include the following endorsements: MCS-90 and ISO-9948.

(Enrolled Contractors in the CIP shall show evidence of coverage for Off-Site Activities only)

(d) Excess Liability Insurance. The following Limits of Liability, Coverages, and Terms will apply:

- i. Limit of Liability for Construction Manager:
 1. \$30,000,000 Per Occurrence
 2. \$30,000,000 General Aggregate
- ii. Limit of Liability for Subcontractors/Consultants/Subconsultants of Every Tier:
 1. \$5,000,000 Per Occurrence
 2. \$5,000,000 General Aggregate
- iii. Coverages and Terms
 1. Policy(ies) will apply on a Following Form Basis including Additional Insured Status on the following:
 - a. Commercial General Liability;
 - b. Automobile Liability; and
 - c. Employers Liability Coverage

(Enrolled Contractors in the CIP shall show evidence of coverage for Off-Site Activities only)

(e) Professional Liability. Where services provided involve inspection, design, consulting and/or other professional services, the following Limits of Liability and Coverages will apply:

- i. Limit of Liability:
 1. \$2,000,000 Per Occurrence and Aggregate
- ii. Coverages and Terms:

1. Include Tail Coverage or an Extended Reporting Period for at Least Three Years After Completion

(f) **Pollution Liability.** Where services provided involve the testing, removal or cleanup of any environmental contaminant or pollutant, the Limits of Liability, Coverages, and Terms will be as follows:

i. Limit of Liability:

1. \$2,000,000 Per Occurrence
2. \$4,000,000 General Aggregate

ii. Coverages and Terms:

1. Insurance to be maintained for the duration of and for a period of three years after completion of the Entire Redevelopment Project/final payment.
2. No Exclusions for Silica, Asbestos, Lead and/or Lead Based Paint testing.
3. Include Mold Coverage for full policy limit of liability
4. Coverage for all pollutants as defined under the Resource Conservation and Recovery Act, as amended, 42 U.S.C. Section 6901 et seq. or any related state or city environmental statute or the removal of any petroleum-contaminated material at the project.
5. All owned and/or third party disposal facilities must be licensed and maintain pollution liability insurance of not less than \$2,000,000, if applicable.

B. Ongoing Operations and Maintenance

1. Upon completion of the Public Access Area Improvements, PR Gallery I, at its own cost and expense, will provide and maintain in force the types of insurance listed in subparagraphs (a) through (f) below:

(a) **Workers' Compensation and Employer's Liability Insurance** will be provided in accordance with applicable state law. Limits of Liability and Coverages will be as follows:

i. Workers' Compensation – Applicable Statutory Benefits

- ii. Employer's Liability – Designated Premises Only:
 - 1. \$1,000,000 Bodily Injury Each Accident
 - 2. \$1,000,000 Bodily Injury by Disease – Policy Limit and
 - 3. \$1,000,000 Bodily Injury by Disease – Each Employee

(b) **Commercial General Liability Insurance** will be provided under a liability policy. The following Limits of Liability, Coverages, and Terms will apply:

- i. Limit of Liability:
 - 1. \$2,000,000 Per Occurrence
 - 2. \$4,000,000 General Aggregate (Reinstated Annually)
 - 3. \$4,000,000 Products/Completed Operations Aggregate
 - 4. \$2,000,000 Personal Injury and Advertising Injury Per Occurrence/Annual Aggregate
 - 5. \$300,000 Fire Damage Legal Liability
 - 6. \$10,000 Medical Expense
- ii. Coverages and Terms
 - 1. No Assault and Battery Exclusion
 - 2. General Aggregate Must Apply Per Location

(c) **Automobile Liability Insurance** will be provided under a liability policy reflecting the following Limits of Liability and Coverages:

- i. Limit of Liability:
 - 1. \$1,000,000 Combined Single Limit for Bodily Injury (including death) and Property Damage

- ii. Coverages and Terms
 - 1. Applies to any owned, hired and non-owned vehicles

(d) **Excess Liability Insurance** will be provided under a liability policy for all insureds and will reflect the following Limits of Liability Coverages, and Terms as follows:

- i. Limit of Liability:
 - 1. \$50,000,000 any one occurrence and general aggregate annually; and
 - 2. \$50,000,000 Annual Aggregate Products and Completed Operations
- ii. Coverages and Terms:
 - 1. Policy(ies) will apply on a Following Form Basis including Additional Insured Status on the following:
 - a. Commercial General Liability;
 - b. Automobile Liability; and
 - c. Employers Liability Coverage

(e) **Property Insurance.** The following Limits of Liability, Coverages, and Terms will apply:

- i. Limits of Liability:
 - 1. Full Replacement Cost of the Gallery Mall, including the Integrated Access Easement
 - 2. \$10,000,000 Earthquake Sublimit
 - 3. \$10,000,000 Flood Sublimit
- ii. Coverages and Terms:
 - 1. ISO Special Form or All Risk of Physical Loss
 - 2. Boiler and Machinery Coverage
 - 3. No Exclusion for Terroristic Acts
 - 4. Business Income/Extra Expense
 - 5. Agreed Amount/No Coinsurance
 - 6. Debris Removal
 - 7. Demolition & Increased Cost of Construction

(f) **Builder's Risk.** At all times during which repairs or alterations are being made with respect to the Gallery Mall (other than routine maintenance and repair), the following Limits of Liability, Coverages, and Terms will apply:

i. Limits of Liability:

1. Full Completed Value of the Project

ii. Coverages and Terms:

1. Coverage Must Extend to Materials That Will Become Part of the Completed Project (on-site and off-site) and in Transit.

2. No Exclusion for Terroristic Acts

3. No Exclusion or Restriction for Residential Development or Construction (if applicable).

4. Permission to Occupy Will be Granted

5. Business Income/Extra Expense

6. Soft Costs

7. On & Off-Site Coverage for Materials That Will Become Part of the Gallery Mall, including transit

8. Agreed Amount/No Coinsurance

9. Debris Removal

10. Demolition & Increased Cost of Construction

2. During the term of the Lease, PR Gallery I's contractors, subcontractors, consultants, subconsultants, and subtenants and subtenant's contractors, subcontractors, consultants, and subconsultants, at their own cost and expense, will provide and maintain in force the types of insurance listed in subparagraphs (a) through (f) below. PR Gallery I reserves the right to waive or modify insurance requirements for those tenants or subtenants that operate kiosks, carts or other similar non-permanent installations in common areas of the Gallery Mall, each on a case by case basis in its reasonable discretion, including without limitation, due to factors such as

reasonable availability, and cost of, insurance products; provided that in no event shall coverage limits of liability be less than as follows:

(a) **Workers compensation insurance:** statutorily required amounts;

(b) **Employer's Liability :** \$500,000 for each (i) Bodily Injury Each Accident; (ii) Bodily Injury by Disease- Policy Limit; (iii) Bodily Injury by Disease- Each Employee.

(c) **Commercial General Liability Insurance:** \$500,000 for (i) per occurrence; (ii) general aggregate (restated annually); (iii) products/completed operations aggregate (10 year term); (iv) personal injury and advertising injury per occurrence/annual aggregate;

(d) **Automobile Liability Insurance:** \$500,000 combined single limit for bodily injury (including death) and property.

In the event that PR Gallery I agrees to waive or modify any subtenants insurance requirements in any way, such waiver or modification shall not limit or reduce PR Gallery I's or any subtenant's liability to PRA.

(a) **Workers' Compensation and Employer's Liability Insurance** will be provided in accordance with applicable state law. Limits of Liability and Coverages will be as follows:

i. Workers' Compensation – Applicable Statutory Benefits

ii. Employer's Liability – Designated Premises Only:

1. \$500,000 Bodily Injury Each Accident
2. \$500,000 Bodily Injury by Disease – Policy Limit and
3. \$500,000 Bodily Injury by Disease – Each Employee

(b) **Commercial General Liability Insurance.** The following Limits of Liability, Coverages, and Terms will apply:

i. Limit of Liability:

1. \$1,000,000 Per Occurrence
2. \$2,000,000 General Aggregate (Reinstated Annually)

- 3. \$2,000,000 Products/Completed Operations Aggregate (10 Year Term)
- 4. \$1,000,000 Personal Injury and Advertising Injury Per Occurrence/Annual Aggregate
- 5. \$300,000 Fire Damage Legal Liability
- 6. \$10,000 Medical Expense

ii. Coverages and Terms

- 1. No Assault and Battery Exclusion
- 2. General Aggregate Must Apply Per Location

(c) **Automobile Liability Insurance.** The Limits of Liability and Coverages will be as follows:

i. Limit of Liability:

- 1. \$1,000,000 Combined Single Limit for Bodily Injury (including death) and Property Damage

ii. Coverages and Terms

- 1. Applies to any owned, hired and non-owned vehicles

(d) **Professional Liability.** Where services provided involve inspection, design, consulting and/or other professional services, the following Limit of Liability and Coverages will apply:

i. Limit of Liability:

- 1. \$1,000,000 Per Occurrence and Aggregate

ii. Coverages and Terms:

- 1. Include Tail Coverage or an Extended Reporting Period for at Least Three Years After Completion

(e) **Pollution Liability.** Where services provided involve the testing, removal or cleanup of any environmental contaminant or pollutant, the Limits of Liability, Coverages, and Terms will be as follows:

- i. Limit of Liability:
 - 1. \$2,000,000 Per Occurrence
 - 2. \$4,000,000 General Aggregate
- ii. Coverages and Terms:
 - 1. Include Tail Coverage or an Extended Reporting Period for at Least Three Years After Completion
 - 2. Coverage for Mold Must be up to the Full Policy Limit of Liability

(f) Excess Liability Insurance. The following Limits of Liability and Coverages will apply:

- i. Limit of Liability:
 - 1. \$5,000,000 any one occurrence and general aggregate annually; and
 - 2. \$5,000,000 Annual Aggregate Products and Completed Operations
- ii. Coverages and Terms:
 - 1. Policy(ies) will apply on a Following Form Basis including Additional Insured Status on the following:
 - a. Commercial General Liability;
 - b. Automobile Liability; and
 - c. Employers Liability Coverage

EXHIBIT 5.5

801 EASEMENT

Attached.

Prepared By:

When Recorded, Return To:

Parcel #882506315 (Unit 1E-H)

PUBLIC ACCESS EASEMENT AGREEMENT

THIS PUBLIC ACCESS EASEMENT AGREEMENT (“**Public Access Easement Agreement**”) is made as of the ____ of _____, 2015 by and between **801 C-3 FEE OWNER LP** (“Unit 1E-H Owner”) and the **PHILADELPHIA REDEVELOPMENT AUTHORITY** (“**PRA**”).

BACKGROUND

A. PRA previously built or caused to be built the improvements commonly known as the Gallery Mall, a retail center leased by PRA in part to PR Gallery I Limited Partnership (“**PR Gallery I**”) and in part to Keystone Philadelphia Properties, L.P. (“**KPP**”).

B. Unit 1E-H and Unit 1E-H Owner.

I. A Declaration of Condominium of Eighth & Market Condominium, dated November 20, 2001 and recorded December 5, 2001 in the Philadelphia Department of Records (the “**Recorder’s Office**”) as Instrument No. 50369652 (the “**Original Master Declaration**”) governs a condominium known as Eighth & Market Condominium located at the Northwest Corner of Eighth and Market Streets, City and County of Philadelphia, Pennsylvania (the “**Master Condominium**”).

II. The Original Master Declaration has been amended by: (1) that certain Amendment to Declaration of Condominium of Eighth & Market Condominium, dated as of December 6, 2002 and recorded December 31, 2002 in the Recorder’s Office as Instrument Nos. 50587029 and 50587030 (collectively, the “**First Master Amendment**”), (2) that certain Second Amendment to Declaration of Condominium of Eighth & Market Condominium, executed May 17, 2012, delivered and effective as of May 30, 2012 and recorded May 31, 2012 in the Recorder’s Office as Instrument No. 52490377 (the “**Second Master Amendment**”), and (3) that certain Third Amendment to Declaration of Condominium of Eighth & Market Condominium, executed, delivered and effective as of September 29, 2014 and recorded March 13, 2015 in the Recorder’s Office as Instrument No. 52891322 (the “**Third Master Amendment**”; the Original Master

Declaration as amended by the First Master Amendment, the Second Master Amendment and the Third Master Amendment is called the “**Master Declaration**”).

III. A former owner of the Department Store Unit (as that term is defined in the Master Declaration) created the “Unit 1 801 Market Street Subcondominium” (the “**Subcondominium**”) by subjecting the Department Store Unit (also known as Unit 1 under the Master Declaration) to a Declaration of Condominium of Unit 1 801 Market Street Subcondominium, dated May 30, 2012 and recorded May 31, 2012 in the Recorder’s Office as Instrument No. 52490378 (the “**Original Subdeclaration**”).

IV. The Original Subdeclaration has been amended by that certain First Amendment to Declaration of Condominium Unit 1 801 Market Street Subcondominium made August 13, 2012, effective as of May 30, 2012 and recorded August 17, 2012 in the Recorder’s Office as Instrument No. 52523829 (the “**First Subdeclaration Amendment**”); the Original Subdeclaration as amended by the First Subdeclaration Amendment is called the “**Subdeclaration**”).

V. The Subcondominium is comprised of Unit 1A-C (also known as Tax Parcel No. 883013505), Unit 1D (also known as Tax Parcel No. 883013516), and Unit 1E-H (also known as Tax Parcel No. 882506315).

VI. Unit 1E-H Owner is the owner of Unit 1E-H.

B. The Gallery Mall is located at a regional transportation hub and provides access, either directly or indirectly, to SEPTA’s regional rail station for commuter rail service, the subway stations for 8th and 9th Streets and the PATCO Access Area. The structure(s) supporting and accessing the Transit Facilities were funded in part by grants from the Federal Department of Transportation for the benefit of the public; the Gallery Mall was intended to be integrally linked with Transit Facilities to advance the significant public transportation goals and interests of the government.

C. Amended and Restated Gallery Leases

I. To achieve the redevelopment and substantial renovation of the Gallery Mall, PRA has entered into that certain Amended and Restated Lease and Redevelopment Agreement by an between PRA and PR Gallery I dated ____ and recorded ____ with respect to the portion of the Gallery Mall commonly known as Gallery I (“**Amended and Restated Gallery I Lease**”); that certain Amended and Restated Lease and Redevelopment Agreement by an between PRA and KPP dated ____ and recorded ____, with respect to the portion of the Gallery Mall commonly known as Gallery II (the “**Amended and Restated Gallery II Lease**”); and that certain Amended and Restated Lease Redevelopment Agreement by and between PRA and KPP dated ____ and recorded ____, with respect to the portion of the Gallery Mall commonly known as the former JC Penney Building (the “**Amended and Restated JCP Lease**”) (collectively, the “**Amended and Restated Leases**”).

II. Superseded Leases.

(i) As more fully described in the Amended and Restated Gallery I Lease, the Amended and Restated Gallery I Lease amended and restated that certain lease dated December 16, 1975 (as amended from time to time, the “**Gallery I Lease**”).

(ii) As more fully described in the Amended and Restated Gallery II Lease, the Amended and Restated Gallery II Lease amended and restated that certain lease dated September 29, 1983 (as amended from time to time, the “**Gallery II Lease**”).

(iii) As more fully described in the Amended and Restated JCP Lease, the Amended and Restated JCP Lease amended and restated that certain lease dated December 16, 2002 (as amended from time to time, the “**JCP Lease**”).

(iv) The Gallery I Lease, Gallery II Lease, and JCP Lease are collectively the “**Superseded Leases.**”

III. As part of the Amended and Restated Gallery I Lease and the Amended and Restated Gallery II Lease, PRA has retained a Public Access Easement to assure that transit access will be perpetually maintained for the public good (“**Retained Easements**”).

D. PRA desires to provide access to the Retained Easements from Market Street via the lobby of Unit 1E-H and Unit 1E-H Owner is willing, in accordance with the terms hereof, to grant an easement over the Public Access Area (defined below) for such purpose.

E. Accordingly, this Public Access Easement and the Retained Easements together comprise a series of integrated access easements and rights providing pedestrian access through the entire area of the current Gallery Mall with connectivity to the Transit Facilities and street level access in the area generally bounded by 8th and 11th Streets East to West and Market and Filbert Streets North and South, in the area set forth on Schedule A attached hereto. The combined series of integrated access easements are collectively referred to herein as the “Integrated Access Easement.”

All initially capitalized terms used but not otherwise defined herein shall have the meanings set forth in Section 26 hereof.

NOW, THEREFORE, in consideration of the covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the parties, for themselves and their successors and assigns do hereby covenant and agrees, as follows:

1. Grant of Public Access Easement. Subject to the limitations and requirements set forth hereinafter, Unit 1E-H Owner declares, grants, conveys and establishes to PRA the perpetual right of public pedestrian access, ingress, egress and regress through that portion of the Unit 1E-H described on Schedule B as the Public Access Area (“Public Access Easement”). The

Public Access Easement shall burden the property comprising the area thereof and shall run with the land binding all successors and assigns of Unit 1E-H Owner and all parties in possession of the Public Access Area. Any conveyance of Unit 1E-H and any grant of a mortgage or any other lien upon the easement property shall be under and subject to the Public Access Easement and all provisions with respect thereto, and the parties hereto and their successors and assigns shall, at the request of the other or its successors and assigns, execute any further documentation that may be reasonably required to evidence the Public Access Easement, the rights and obligations of the parties with respect thereto or to provide record public notice thereof, including, without limitation, recording of a separate easement agreement that sets forth the parties' agreement with respect to the Public Access Easement and the inclusion of the provisions set forth herein with respect to the Public Access Easement in any deed conveying Unit 1E-H.

- 1.1 **Hours.** Unit 1E-H Owner shall keep the entire Public Access Area (including the Access Entryways) open Monday through Friday from 5:30 a.m. to 7:30 p.m. and, in addition, during such time as the Gallery Mall is open for normal hours for retail business so as to ensure continued access or availability of access to the Transit Facilities via the Access Entryways during such periods (subject to Section 6). Nothing shall prevent Unit 1E-H Owner from keeping the Public Access Area open during additional hours. Nothing herein shall require Unit 1E-H Owner to cause the retail or other operations within the Public Access Area to be open during the same hours.
- 1.2 **Public Purpose/Independent Covenant.** Unit 1E-H Owner acknowledges and agrees that the grant of the Public Access Easement is in furtherance of the public purpose of PRA and the City of Philadelphia to ensure continued access to the Transit Facilities and is an independent covenant of Unit 1E-H Owner without regard to any obligation of PRA under the Amended and Restated Leases, it specifically being the interest of the parties that the obligations and duties related to the Public Access Easement and the Public Access Area are not executory in nature or dischargeable in bankruptcy or other similar insolvency or proceeding.
2. **Rights of Third Parties.** The grant of the Public Access Easement is and shall be under and subject to, and is not intended to limit, the rights, if any, of third parties and the public with respect to access or any other right in connection with the Gallery Mall or the use, operation or maintenance thereof, without regard to whether such rights exist by virtue of instruments of record or otherwise and without regard to whether such rights impose obligations on Unit 1E-H Owner not otherwise set forth herein. Unit 1E-H Owner hereby agrees to be bound by such obligations and shall release and indemnify PRA and all other Public Parties and their agents from any claim, cost, demand, liability, suit or cause of action related thereto or arising therefrom.
3. **Construction.** Unit 1E-H Owner shall permit PR Gallery I and KPP to construct the improvements to the Public Access Area ("Public Access Area Improvements") in accordance with Approved Public Access Area Plans (defined below). Unit 1E-H shall maintain the Public Access Area, the Public Access Area Improvements and access thereto, at all times, be constructed and maintained in compliance with all applicable laws

including, without limitation, the Americans with Disabilities Act or any codes or ordinances promulgated in connection therewith.

- 3.1 Prevailing Wage Compliance. PR Gallery I and KPP have prepared and executed and PRA has approved a Plan of Compliance with Prevailing Wage Standards ("Prevailing Wage Plan"), a copy of which is attached to each of the Amended and Restated Leases. With respect to Unit 1E-H's construction obligations under this Public Access Easement, Unit 1E-H Owner shall (i) comply with the Prevailing Wage Plan (or a separate plan to which it obtains PRA's consent); (ii) cause its contractors and any sub-contractors at any level to pay the applicable prevailing wage rates as provided by PRA; (iii) submit to PRA all payroll records as requested by PRA; and (iv) not permit any contractors or sub-contractors who are suspended or debarred for violating provisions of the Davis Bacon Act or the Pennsylvania Prevailing Wage Act or the Rules or Regulations issued pursuant thereto to perform work on the Public Access Area Improvements. Any violation of the Prevailing Wage Plan or the provisions herein by Unit 1E-H Owner shall be subject to the rights and remedies available to PRA.
- 3.2 Approved Public Access Area Plan. PR Gallery I and KPP have delivered and PRA has, subject to the remaining terms hereof, approved plans for the design and construction of the redeveloped Gallery Mall attached as Exhibit 3.2 (as to the portion of such plans pertaining to the Public Access Area Improvements, the "Approved Public Access Area Plans"). The Approved Public Access Area Plans include improvements in the Public Access Area in Unit 1E-H. To the extent that the Approved Public Access Area Plans indicate alternate materials, finishes, treatments or designs, each such alternate is likewise approved.
- 3.3 Changes in Approved Public Access Area Plans. Unit 1E-H Owner shall permit PR Gallery I and KPP to construct or cause the construction of the Public Access Area in accordance with the Approved Public Access Area Plans. In the event that Unit 1E-H Owner desires that the Approved Public Access Area Plans be modified in a manner that would constitute a Material Difference from the Approved Public Access Area Plans, such modification shall not become effective without the prior written consent of PRA. Unit 1E-H Owner shall, or shall cause Gallery I and KPP to, provide to PRA plans and specifications for any proposed change to the Approved Public Access Area Plans or detailed information for any proposed change or modification requiring PRA's approval. PRA shall review such change or modification within twenty (20) business days of PRA's receipt thereof. If PRA has not approved the requested change or cited reasons in writing for its denial of approval within the aforesaid twenty (20) business days, the requested changes shall be deemed approved by PRA. The definition of "Approved Public Access Area Plans" shall be the Approved Public Access Area Plans, as modified by any change approved by (or deemed to have been approved by) PRA or any change made to the Approved Public Access Area Plans that does not require the approval of PRA.

- 3.4 Material Difference. As used herein, a “Material Difference,” means a difference with respect to the Public Access Area Improvements as compared to the Approved Public Access Area Plans in: (a) exterior finish materials; (b) subject to Article 4 below, access, including access to the Transit Facilities and public access through the Public Access Easement or a reduction of street access points to the Integrated Access Easement in an amount that is less than what is depicted on Schedule A, and shall, at all times, consist of not less than four (4) access points to street level that are dispersed generally in the locations depicted on Schedule A; or (c) any changes or additions that impact or may impact the Truck Tunnel, the Commuter Rail Tunnel, the SEPTA Structures or the access, use, operation or functionality of any of those.
- 3.5 No Reliance. PRA’s review of the Approved Public Access Area Plans, including any subsequent modification thereof, shall be solely for PRA’s benefit, solely for purposes of this document, may not be relied upon in any manner by Unit 1E-H Owner or by any third party and shall not constitute approval under any ordinance, code, regulation or otherwise.

4. **Alterations.**

- 4.1 PRA’s Consent Not Required for Alterations. Subject to the use restrictions set forth herein and except with respect to completion of the Public Access Area Improvements, Unit 1E-H Owner may make all other Alterations to the Public Access Area, without the consent of PRA. All Alterations shall be done in accordance with the requirements of Law and performed in a thorough, first-class and workmanlike manner. Notwithstanding the foregoing, Unit 1E-H Owner may not make, without PRA’s consent, any Alteration that includes any change to the Public Access Area that would constitute a Material Difference. In connection with the submission of any plans to PRA for approval, Unit 1E-H Owner shall clearly delineate any Material Differences incorporated therein.
- 4.2 Alteration and Use. To ensure Unit 1E-H Owner of flexibility in design, operation, and merchandising, consistent with a first class mixed use retail center (and subject to the provisions herein), Unit 1E-H Owner shall have the right to use the Public Access Areas provided that Unit 1E-H Owner shall in no event materially and adversely impact the Public Access Easement and further, provided that in all events the width available for pedestrian access set forth in this section, or such wider width as may be required by applicable fire or other code or regulation, including the Americans with Disabilities Act, shall be maintained. Without limitation, but subject to the foregoing, Unit 1E-H Owner shall have the right to:
- (a) alter the contours and pathways of the Public Access Area, provided that (to the extent the following – which describe limitations applicable to the Retained Easements, as well – pertain to the Public Access Area):

(X) Mall Level: the Public Access Area has a minimum aggregate width of fifteen (15) feet of unobstructed pedestrian access at all points on the Mall level (with the exception of the area leading from the Public Access Area to the Septa Structures serving that portion of the Transit Facilities now known as Jefferson Station and identified as the area marked “X” on Schedules A and (if applicable) B, which shall have a minimum aggregate width of forty (40) feet of unobstructed pedestrian access;

(Y) Street Level: (i) the Public Access Area pedestrian connection between the northwest entrance at Market Street near the corner of 9th and Market Streets and the vertical transportation to the Mall level to which it leads has a minimum aggregate width of fifteen (15) feet of unobstructed pedestrian access in the area shown on Schedules A and (if applicable) B as “Y(1)”; and (ii) The Public Access Area has a minimum aggregate width of ten (10) feet of unobstructed pedestrian access on the Street level (except as set forth above with respect to the area from the northwest corner of 9th and Market Streets to the vertical transportation) in the areas shown on Schedules A and (if applicable) B as “Y(2)”; and

(Z) the entire Public Access Area shall have a height measured from the floor to the interior limits of the corresponding ceiling that is not less than ten (10) feet except for those areas marked on Schedule A and (if applicable) B as “Z”.

(b) create within the Public Access Area leasable space, including without limitation, the installation of merchandising carts and kiosks, or the creation of product showcasing areas (by way of example, and not of limitation, automobile showcasing);

(c) install in the Public Access Area performing arts stages, entertainment facilities (such as, by way of example, and not of limitation, a Putt-Putt golf course), art work, public or community service areas (such as, by way of example and not of limitation, Girl or Boy Scout fundraising tables or Red Cross donation areas); and

(d) install architectural and customer amenities, such as fountains, plantings, lounges, benches and other seating or audiovisual areas.

Notwithstanding the foregoing, the restrictions set forth in Sections 4.2 (b)-(d) shall, at all times be subject to the restrictions and limitations set forth in Section 4.2(a).

4.3 Alterations Requiring Approval. Any Alteration requiring the approval of PRA shall be subject to the provisions hereof regarding the construction of the Public Access Area Improvements, including, without limitation, the provisions of Sections 3 and 5 hereof.

5. **Mechanics' Liens.**

- 5.1 **Prompt Payment.** Unit 1E-H Owner agrees that every prime contract it enters into, and that it shall cause KPP and PR Gallery I for every prime contract they (or either of them) enters into, for the construction, installation, alteration, repair of Alteration or addition to the Public Access Area, whether or not requiring PRA's approval, where the estimated cost thereof shall exceed Ten Thousand (\$10,000.00) Dollars, shall contain a provision obligating the prime contractors to the prompt payment for all material furnished, labor supplied or performed, rental for equipment employed and services rendered by public utilities, in or in connection with such construction, whether or not the material, labor, equipment or services enter into and become component parts of the Public Access Area, and provisions shall be made for an appropriate bond or other financial security as allowed by 35 P.S. § 1711(a)(4-1) or as otherwise required herein, to the satisfaction of PRA ("**Financial Security**"). Upon the issuance of the Certificate of Completion as described in the Amended and Restated Leases, the provisions of this Section shall be null and void.
- 5.2 **Waiver of Liens.** To the fullest extent permitted by applicable law, Unit 1E-H Owner shall cause each prime contractor, on behalf of each "subcontractor" (as such term is defined in the Pennsylvania Mechanics' Lien Law of 1963, as the same has been and may from time-to-time in the future be amended (the "**Mechanics' Lien Law**"), which definition includes, without limitation, sub-subcontractors) performing work in connection with the Public Access Easement (other than the initial completion of the Public Access Area Improvements to the extent covered by the Guaranty) to execute (with all signatures duly acknowledged before a notary public) an appropriate "Waiver of Liens Stipulation by Contractor" that complies with the then current requirements of the Mechanics' Lien Law, which shall be filed in the Prothonotary's Office of Philadelphia County, Pennsylvania not less than ten (10) days prior to commencement of any work for which such waiver is required, waiving in advance the rights of all subcontractors, suppliers and materialmen to file a mechanic's lien against the Public Access Area or any other property of PRA or Unit 1E-H Owner, to the full extent permitted by the Mechanics' Lien Law. Upon the issuance of the Certificate of Completion as described in the Amended and Restated Leases, the provisions of this Section shall be null and void.
- 5.3 **Lien Releases.** Unit 1E-H Owner shall cause each "contractor" (as such term is defined in the Mechanics Lien Law) and each such subcontractor to execute, acknowledge, and deliver to Unit 1E-H Owner periodic lien releases and waivers simultaneously with such contractor's or subcontractor's receipt of each installment of its compensation. All such lien releases shall be provided to PRA upon written request. Upon the issuance of the Certificate of Completion as described in the Amended and Restated Leases, the provisions of this Section shall be null and void.

- 5.4 PRA not Responsible. NOTICE IS HEREBY GIVEN THAT PRA SHALL NOT BE LIABLE FOR ANY LABOR, SERVICES OR MATERIAL FURNISHED OR TO BE FURNISHED TO UNIT 1E-H OWNER OR TO ANYONE HOLDING ANY OF THE GALLERY MALL THROUGH OR UNDER UNIT OWNER, AND THAT NO MECHANICS' OR OTHER LIENS FOR ANY SUCH LABOR, SERVICES OR MATERIALS SHALL ATTACH TO OR AFFECT THE INTEREST OF PRA IN AND TO ANY OF THE PUBLIC ACCESS AREA. Unit 1E-H Owner shall cause the foregoing notice to be prominently included in all contract documents with respect to the completion of the Public Access Area improvements or any Alteration, in all capital letters with no less than a twelve (12) point font.
- 5.5 Discharge of Liens. Unit 1E-H Owner shall discharge or cause to be discharged of record by bond or otherwise, within twenty-five (25) days following the date whereupon Unit 1E-H Owner receives actual knowledge of the filing, any mechanic's or similar lien filed against the Public Access Area for work or materials claimed to have been furnished at Unit 1E-H Owner's request to or for the benefit of Unit 1E-H Owner or the Public Access Area or for the benefit of any one claiming an interest under Unit 1E-H Owner. If Unit 1E-H Owner shall fail to cause such lien or claim or lien to be so discharged or bonded within such period, in addition to any other right or remedy PRA may have, PRA may, but shall not be obligated to, discharge such lien or claim or lien by procuring the discharge of such lien or claim or lien by the deposit in a court or by bonding, and, in any event, PRA shall be entitled, if PRA so elects, to compel the prosecution of any action for the foreclosure of such lien or claim by the lienor claimant and to pay the amount of the judgment, if any, in favor of the lienor, with interest, costs and fees. Unit 1E-H Owner shall be liable to PRA, on demand and from time-to-time, for any sum or sums so paid by or on behalf of PRA and all costs or expenses incurred by PRA, including, without limitation, reasonable attorneys' fees actually incurred in prosecuting such discharge or in defending any such action and interest, at the Default Interest Rate, from date of such expense until payment in full. Unit 1E-H Owner agrees to provide PRA with written notice of any lien filed against the Public Access Area promptly following Unit 1E-H Owner's obtaining actual knowledge of such lien, and a subsequent notice of its removal in accordance with the provisions above.
- 5.6 All Liens and Rights are Subordinate to PRA. Unit 1E-H Owner's rights, as well as the rights of anyone else, including, without limitation, any mortgagee, architect, independent contractor, assignee, sublessee, subcontractor, prime or general contractor, mechanic, laborer, materialman or other lien or claim holder, shall always be and remain subordinate, inferior, and junior to PRA's right, and interest in the Public Access Area.

6. **Unit 1E-H Owner's Obligation With Respect to the Public Access Area.**

- 6.1 Maintenance. Unit 1E-H Owner at its own cost and expense shall (a) keep and maintain the Public Access Area (including any Common Access Areas (as

defined in Section 7(a), stairs, escalators, elevators or accessways connecting thereto) in good order and condition consistent with first class mixed use retail center standards, and (b) make such repairs and replacements (collectively, “Repairs”) to the Public Access Area (including any Common Access Areas, stairs, escalators, elevators or accessways connecting thereto) as may be necessary or appropriate to keep and maintain the Public Access Area (including any Common Access Areas, stairs, escalators, elevators or accessways connecting thereto) in good order and condition, whether such Repairs are ordinary or extraordinary, foreseen or unforeseen.

- 6.2 No Limitation. Unit 1E-H Owner’s obligations shall apply to all portions of the Public Access Area and Common Access Areas (including any curbs, accessways, stairs, escalators or elevators) connecting thereto including, without limitation: interior and exterior portions, if any; structural and non-structural portions; roofs; ceilings; environmental compliance and remediation; lighting, electrical, plumbing, mechanical, heating, ventilating and air conditioning systems to the extent, if not located within the Public Access Area, such items impact or may impact the use, connectivity or functionality of the Public Access Easement or the Public Access Area.
- 6.3 Emergency and Security. (a) Unit 1E-H Owner shall be obligated to provide security services for and shall have the right to temporarily close the Public Access Area, in whole or part, for such periods of time as may be reasonably necessary to respond to an emergency threatening life, limb or property; and (b) The Public Access Area shall be subject to such security regulations as Unit 1E-H Owner may deem appropriate in its reasonable judgment provided such regulations do not materially or adversely interfere with access to the Transit Facilities (except as may be required for emergencies as provided in Section 6.3(a)). Unit 1E-H Owner shall provide PRA, SEPTA, PATCO and the City with immediate notice of any closure pursuant to this Section and shall take all commercially reasonable actions required to ensure that the duration of such closure is as short as possible under the circumstances.
- 6.4 Generally. Unit 1E-H Owner shall be permitted to close off portions (but not all) of the Public Access Area for reasonable periods of time for routine cleaning, repairs and maintenance purposes; provided, however, that Unit 1E-H Owner shall use commercially reasonable efforts to minimize the disruption to the Public Access Area caused thereby by promptly commencing and diligently prosecuting such work to completion and by scheduling, to the extent commercially reasonable, such work during non-rush hour periods or periods when the Public Access Area is otherwise permitted to be closed.
- 6.5 Planned Maintenance. In the event repairs or maintenance are required that will materially disrupt all or significant portions of the Public Access Area, Unit 1E-H Owner shall provide PRA, SEPTA, PATCO and the City with at least twenty (20) days’ prior written notice of such repairs or maintenance (“Material Maintenance Notice”), which Material Maintenance Notice shall set forth the nature of the

repairs or maintenance, the anticipated length of time they will take, and the efforts Unit 1E-H Owner will undertake to mitigate the disruption to the Public Access Area caused thereby. In all events, Unit 1E-H Owner shall use commercially reasonable efforts to minimize the disruption to the Public Access Area caused by such repairs and maintenance, including, without limitation, by promptly commencing and diligently prosecuting such work to completion and by scheduling, to the extent commercially reasonable, such work during non-rush hour periods or periods when the Public Access Area is otherwise permitted to be closed.

6.6 Extended Closure. Unit 1E-H Owner shall use its best efforts to minimize public inconvenience caused by closures to the Public Access Area. In the event that initial construction, repairs, maintenance or reconstruction is required that will materially disrupt all or significant portions of the Public Access Area for more than (30) consecutive days, Unit 1E-H Owner shall provide PRA, SEPTA, PATCO and the City with written notice setting forth the nature of the repairs, maintenance, construction or reconstruction, the anticipated length of time the Public Access Area will be closed to pedestrians, the designation and availability of alternate access to the Transit Facilities and the efforts Unit 1E-H Owner will undertake to mitigate the disruption to the Public Access Area caused thereby. PRA shall have (30) days to review the notice and accept or reject the proposal set forth in the written notice, or the closure shall be deemed approved. If PRA objects to the closure, Unit 1E-H Owner may resubmit an amended plan as set forth in this Section, which PRA shall accept or reject in accordance with this Section. In its review, PRA shall limit its objections to matters concerning the duration of such closure, the availability of acceptable alternative access and the frequency of such closure. In the event Unit 1E-H Owner desires to alter the plan of extended closure, Unit 1E-H Owner shall provide written notice to the parties set forth above and such altered extended closure plan shall thereafter be subject to an additional right of approval by PRA as aforesaid.

6.7 Restriction on Transfer. The parties acknowledge and agree that the Public Access Area and the Public Access Easement burden the entire area shown on Schedule A including, pursuant to the terms of separate agreements, property not currently owned by Unit 1E-H Owner or PRA. Accordingly, in order to ensure the continuous, harmonious operation, availability and maintenance of the Integrated Access Easement through the entire Gallery Mall and its adjoining properties, no conveyance of Unit 1E-H by deed or otherwise shall be permitted unless and until an agreement respecting access, maintenance, operation, insurance, condemnation, casualty and harmonious operations of the entire Integrated Access Easement that is acceptable to PRA in its reasonable discretion (“Qualified OEA”) is executed by (i) the fee owners of property burdened by the Integrated Access Easement; and (ii) each ground tenant whose leasehold is burdened by the Integrated Access Easement.

7. General Maintenance Responsibilities. Unit 1E-H Owner shall perform the following in accordance with standards consistent with first class mixed use retail centers:

- (a) provide security services for, and maintain, the Public Access Area which shall include, but shall not be limited to, cleaning; window-washing; landscaping; lighting; ventilating, heating and air-cooling and repair of the Public Access Area; keeping the sidewalks and other exterior common areas owned or controlled by Unit 1E-H Owner which provide access to the Public Access Area (“Common Access Areas”) repaired and properly drained and free of ice, surface water snow, litter and rubbish; and installing and maintaining such directional signs, markers as from time to time may be necessary or proper to identify access to the Transit Facilities and other interconnected public transportation, the Pennsylvania Convention Center and street level exits.
- (b) clean and keep in good order and repair including any necessary replacement, all fixtures and other installations in Public Access Area and Common Access Areas, including, but not limited to, pools, fountains, benches and the like;
- (c) maintain the doors, corridors, elevators and the escalators within and directly serving the Public Access Area;
- (d) perform all repairs or maintenance involving the structure, fixtures, decorations or other improvements in and around the Public Access Area, including without limitation, to the extent such items impact or may impact the use, connectivity or functionality of the Public Access Easement or the Public Access Area: (X) all repairs to or replacement of roofs, exterior skylights, gutters, downspouts, pillars, slabs, beams, joists, ceilings and all water damage to the Public Access Area resulting from roof or sprinkler leaks or other interior damage resulting from a defect or failure in the structure; and (Y) plastering, refurbishing or other resurfacing of the ceiling, exterior walls and columns of the Public Access Area;
- (e) regularly inspect the mechanical and related equipment constituting the HVAC and other critical building systems serving the Public Access Area, and maintain such equipment in good order and repair.

8. **Unit 1E-H Owner’s Restoration Obligation.**

8.1 Casualty. If at any time the Public Access Area or the Public Access Area Improvements are materially damaged or destroyed by fire or other casualty (a “Casualty”), Unit 1E-H Owner shall promptly give written notice thereof to PRA.

8.2 Restoration. Upon the occurrence of a Casualty, Unit 1E-H Owner shall promptly commence and proceed with due diligence to repair, restore and replace the Public Access Area, Common Access Areas and the Public Access Area Improvements, and to apply the applicable insurance proceeds and such other funds as are necessary to such repair, restoration and replacement; provided,

however, that Unit 1E-H Owner shall not be obligated to restore the Public Area Improvements to their exact condition prior to the Casualty so long as the condition, operation and functionality of the Public Access Area are substantially equivalent to the condition, operation, and functionality of the Public Access Area prior to the Casualty. All such work (the “Restoration”) shall be deemed Alterations.

9. Insurance.

9.1 Unit 1E-H Owner’s Insurance. Unit 1E-H Owner, its contractors, subcontractors, consultants, subconsultants and subtenants and subsubtenant’s contractors, subcontractors, consultants, and subconsultants (collectively, the “Insured”), at their sole cost and expense, shall with respect to the Gallery Mall and all easement, access and adjacent sidewalk areas, maintain, or cause to maintain, at a minimum the insurance coverages set forth in Exhibit 9.1 and which shall comply with the provisions hereof.

9.2 General Requirements.

(a) Each policy of insurance required to be maintained by Unit 1E-H Owner shall: (a) be issued by a company or companies authorized to engage in the business of issuing such policies in the Commonwealth of Pennsylvania and have an A.M. Best Rating of not less than A Class X; (b) be primary to and not contributing with any insurance maintained by PRA; (c) if carried as part of a blanket policy, include an endorsement to the effect that the coverage will not be affected by the failure to pay any portion of the premium which is not allocable to the Public Access Area or by any other action not relating to the Public Access Area which would otherwise permit the insurer to cancel the coverage; (d) except for workers’ compensation and professional liability policies, all insurance required herein shall: (i) name PRA, the City of Philadelphia (“City”) and their respective officers, directors, employees and agents as additional insureds, as their interest may from time-to-time appear; and (ii) include severability of insured parties and cross-liability so that the protection of such insurance is afforded to PRA as if separate policies had been issued to each of the insured parties; (e) be written on an “occurrence” basis except for workers’ compensation, professional liability and pollution liability policies; (f) not be invalidated due to any act or omission of PRA, the City, or their respective officers, directors, employees or agents, even for claims involving their partial negligence; (g) include coverage for ongoing operations and completed operations; and (h) provide for at least thirty (30) days prior written notice to be given to PRA in the event that coverage is materially changed, cancelled or non-renewed. In the event of material change, cancellation or non-renewal of coverage(s), Unit 1E-H Owner must replace the coverage(s) to comply with the requirements set forth herein to prevent a lapse of coverage for any time period.

- (b) The amount of insurance provided in Exhibit 9.1 shall not be construed to be a limitation of the liability on the part of Unit 1E-H Owner. The carrying of the insurance described shall in no way be interpreted as relieving Unit 1E-H Owner of any responsibility or liability.
- (c) Unit 1E-H Owner shall not have a Deductible/Self Insured Retention (“SIR”) on any policy greater than the Deductible Limit. The payment of any Deductible/SIR shall be the sole responsibility of Unit 1E-H Owner. The “Deductible Limit” means \$100,000, which limit will increase by 5% (on a cumulative basis) every five (5) years.

9.3 Delivery of Certificates. Within ten (10) days after (a) PRA’s request, and (b) execution of this Public Access Easement Agreement; and (c) on or before March 15th of each calendar year, Unit 1E-H Owner shall deliver to Landlord certificates of insurance evidencing the insurance required to be carried by Unit 1E-H Owner above.

9.4 PRA’s Right to Place Insurance. If Unit 1E-H Owner shall fail, refuse or neglect to obtain or to maintain any insurance that it is required to obtain, PRA shall have the right to purchase such insurance not sooner than after ten (10) days prior written notice to Unit 1E-H Owner, unless within such time Unit 1E-H Owner furnishes PRA with evidence that Unit 1E-H Owner has procured such insurance. If PRA exercises such right, Unit 1E-H Owner shall reimburse PRA for the actual cost of obtaining such insurance together with interest at the Default Interest Rate, within ten (10) days after delivery of a statement from PRA for the amount due.

9.5 Waiver of Subrogation. PRA and Unit 1E-H Owner, for themselves and their respective insurers, hereby release each other of and from any and all claims, demands, actions and causes of action (including, without limitation, subrogation claims), for loss or damage to their respective property, even if the loss or damage shall have been caused by the fault or negligence of the other party, or anyone for whom such party may be responsible. The foregoing waiver and release shall be effective only with respect to loss or damage (a) covered by insurance or required to be covered by insurance pursuant to the terms hereof or, if greater, the insurance actually carried, and (b) occurring during such time as the relevant insurance policy contains either (i) a waiver of the insurer’s right of subrogation against the other party, or (ii) a clause or endorsement to the effect that the waiver and release shall not adversely affect or impair such insurance or prejudice the right of the insured to recover under the insurance policy.

10. Environmental Matters.

10.1 Compliance. Unit 1E-H Owner shall not use, or permit its agents, employees, contractors, subcontractors, licensees or invitees to use, the Public Access Area for the purpose of treating, producing, handling, transferring, processing, transporting, disposing, using or storing a Hazardous Substance in violation of applicable Environmental Laws. Unit 1E-H Owner shall, at Unit 1E-H Owner’s

own expense, comply with, or cause compliance with, all Environmental Laws as the same affect the Public Access Area or the operations and activities of Unit 1E-H Owner, its agents, employees, contractors, subcontractors, licensees or invitees on or about the Public Access Area, provided that Unit 1E-H Owner shall not be responsible for ensuring compliance with Environmental Laws to the extent that such compliance relates to any activities of PRA from and after the date hereof.

- 10.2 Discovery of Environmental Violations. In the event Unit 1E-H Owner is notified by any Governmental Authority of an Environmental Violation or any alleged Environmental Violation, Unit 1E-H Owner shall (a) promptly notify PRA of such Environmental Violation or alleged Environmental Violation, and (b) deliver to PRA the notice filed by or received by Unit 1E-H Owner with or from any Governmental Authority relating thereto promptly after filing or receipt thereof.
- 10.3 Actions. In the event that there exists any Environmental Violation, Unit 1E-H Owner shall promptly and diligently take, or cause to be taken, any and all actions necessary to return the Public Access Area to a condition which is in compliance with Environmental Laws and shall indemnify, defend and hold harmless PRA from and against any loss or claim related thereto except to the extent caused by PRA, its agents or contractors after the date hereof. Without limiting the foregoing, Unit 1E-H Owner shall make, or cause to be made, all submissions and provide, or cause to be provided, all information required by Environmental Laws. To the extent the Environmental Violation is caused by PRA or any of its Representatives or contractors from and after the date hereof, PRA shall, at its own cost and expense, promptly and diligently take any and all actions necessary to return the Public Access Area to a condition which is in compliance with Environmental Laws. Without limiting the foregoing, PRA shall make all submissions and provide all information required by Environmental Laws in connection therewith. Copies of all information and submissions obtained or prepared by a party shall be promptly delivered to the other party, without the necessity of request or demand.
11. Release by Unit 1E-H Owner. As of the date hereof, Unit 1E-H Owner, each PREIT Party executing the Amended and Restated Leases or the Joinder attached to the Amended and Restated Leases and each of their respective successors and assigns, hereby releases, discharges and settles any and all claims, liabilities or causes of action, whether then existing or thereafter arising relating to the period prior to the date hereof, or in any way arising from the Superseded Leases, including, without limitation, payment of rent under the Superseded Leases, any claim related to the maintenance or repair of the Gallery Mall or any contribution thereto required by the Existing Maintenance Agreements (as defined in the Amended and Restated Leases), any agreement with any third party occupant of the Gallery Mall (arising prior to the effective date of the Amended and Restated Leases) or the Superseded Leases against any Public Party or their agents or the termination of the Superseded Leases and the grant of the Public Access Easement.

12. **Indemnification.** Except to the extent caused by the gross negligence or willful misconduct of PRA, its employees, agents or contractors, Unit 1E-H Owner will indemnify and defend (with counsel of PRA's selection), PRA and save it harmless from and against any and all claims, actions, suits, proceedings, losses, damages, liabilities and expenses (including without limitation fees of attorneys, investigators and experts) ("Claims") arising or alleged to arise from or in connection with: the condition, use, occupancy, operation, maintenance, management or subletting of the Public Access Area; any occurrence of any nature on the Public Access Area (including the Common Access Areas), including, without limitation, any injury to, or death of, any person or any damage to or loss of property. With respect to the foregoing indemnity only, Unit 1E-H Owner hereby waives any defenses or immunities it may at any time have under or pursuant to: (a) any insurance policy maintained by or on behalf of Unit 1E-H Owner, and/or (b) any applicable worker's compensation laws.
13. **Access by PRA.** Unit 1E-H Owner grants to the PRA, its agents and contractors, the right to enter upon the Public Access Area at any reasonable time, upon reasonable prior notice (which the parties agree shall be not less than twenty-four (24) hours except in the case of an emergency threatening life, limb or property) for the purpose of inspecting or, subject to the provisions of Article 15 below, exercising any right to repair or restore the Public Access Area as provided herein.
14. **Realty Transfer Taxes.** In the event any realty transfer taxes shall apply or may be imposed due to the Public Access Easement, the transactions contemplated herein or otherwise in connection with the Public Access Area, Unit 1E-H Owner shall be responsible for the payment of any and all such taxes.
15. **PRA's Right to Cure.** If Unit 1E-H Owner fails to perform any of its covenants under this easement agreement, PRA may elect to perform such covenant on behalf of Unit 1E-H Owner after giving Unit 1E-H Owner at least thirty (30) days' advance written notice of PRA's intention to do so; provided however, that in the case of the failure of Unit 1E-H Owner to provide insurance required to be carried hereunder, ten (10) days' notice shall be required and in the case of an emergency that threatens safety, security or property damage, such shorter notice shall be required as the emergency circumstances reasonably allow. Unit 1E-H Owner shall reimburse PRA for any reasonable costs incurred by PRA in curing such failure, together with interest at the Default Interest Rate within thirty (30) days after delivery of a statement from PRA for the amount due which contains reasonable supporting evidence of such costs. The exercise by PRA of its rights under this section shall not prejudice or waive any other rights or remedies PRA might otherwise have against Unit 1E-H Owner, KPP or PR Gallery I.
16. **Successors and Assigns.** The provisions of this easement shall be binding upon and inure to the benefit of the parties hereto and their respective permitted successors and assigns. Except as provided herein, it is expressly understood that the rights and obligations set forth herein with respect to PRA shall continue, notwithstanding that PRA may sell, convey or transfer its ownership interests, if any, in the Gallery Mall, including, without limitation, the Public Access Area.

17. **Limitation of PRA's Liability.** Unit 1E-H Owner shall look solely to PRA's interest in the Public Access Area, including, without limitation, any insurance proceeds or condemnation proceeds, for enforcement of any financial or other obligation of PRA hereunder or under applicable law. No other property or other assets of PRA shall be subject to levy, execution or other enforcement proceeding for the satisfaction of Unit 1E-H Owner's remedies or with respect to this easement, the relationship of PRA and Unit 1E-H Owner or Unit 1E-H Owner's use and occupancy of the Public Access Area.
18. **Severability.** If any provision in this document or the application thereof shall to any extent be invalid, illegal or otherwise unenforceable, the remainder of this document, and the application of such provision other than as invalid, illegal or unenforceable, shall not be affected thereby, and such provisions in this document shall be valid and enforceable to the fullest extent permitted by law.
19. **Modifications.** No change or modification of this document shall be valid unless the same is in writing and signed by the parties to this hereto or their successors and assigns. No waiver of any of the provisions of this document shall be valid unless the same is in writing and is signed by the party against which it is sought to be enforced. For avoidance of doubt, although the Public Access Easement Agreement is for the public's access to and through the Public Access Area, only (i) PRA, its successors or assigns or (ii) PRA's Permitted Designee, shall be empowered to change, modify and enforce this agreement. For purposes of this Section, "Permitted Designee" means the City, and shall in no event include any private person or entity.
20. **Permitted Designee.** At any time after the later of (a) the issuance of the Certificate of Completion as provided in the Amended and Restated Leases; or (b) the conveyance by PRA of its fee interest underlying the Retained Easements to PR Gallery I and KPP, respectively, as provided in the Amended and Restated Leases, PRA may, by recordable assignment or written notice designate a Permitted Designee (and no other person or entity) as its successor hereunder and thereafter PRA shall have no further rights under this Public Access Easement.

For avoidance of doubt, it is the express understanding of the parties that PRA can designate a Permitted Designee only in connection with the entire Integrated Access Easement (and not with respect to only portions of the Integrated Access Easement).
21. **Interpretation.** The headings and captions in this easement agreement are inserted for convenience of reference only and in no way define, describe or limit the scope or intent of this easement agreement or any of the provisions hereof. Where the context so requires, the use of the singular shall include the plural and vice versa and the use of the masculine shall include the feminine and the neuter.
22. **Force Majeure.** In the event performance of any of their respective covenants, agreements or obligations hereunder by PRA or Unit 1E-H Owner is prevented, interrupted or delayed by Force Majeure, the date or time or times for the performance of such covenant, agreement or obligation shall be extended for a period of time equal to the number of days the performance is prevented, interrupted or delayed, and neither PRA

nor Unit 1E-H Owner shall be liable for any costs, losses, damages, injuries or liabilities caused to or suffered or incurred by the other in connection with, or as a result of, any such delay. Notwithstanding the foregoing, a force majeure event shall not excuse the commencement or completion of the Public Access Area Improvements unless Unit 1E-H Owner shall provide written notice of such event to PRA within thirty (30) days after the occurrence thereof.

23. **Governing Law.** This easement agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.
24. **Representation.** Unit 1E-H Owner hereby represents and warrants to PRA that as of the date of this Public Access Easement, Unit 1E-H is not subject to any mortgage.
25. **Grant of Easement Rights to PAID.** Notwithstanding anything herein to the contrary, Unit 1E-H Owner acknowledges and agrees that PRA may grant or assign unto PAID, a non-exclusive interest in the Integrated Access Easement for purposes of facilitating improvements to, and maintenance of, the Integrated Access Easement.
26. **Definitions.**
 - 26.1 “Access Entryways” means the means the gates or doorways to Market Street to which the Public Access Area connects.
 - 26.2 “Affiliate” means any entity which, directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with PRA or Unit 1E-H Owner (or, in the case of a Unit 1E-H Owner Affiliate, PREIT or The Macerich Company). For purposes of this definition, “control” shall mean the power to (a) vote fifty-one percent (51%) or more of the interests having ordinary voting power for the election of directors of any entity, or (b) direct or cause the direction of the management and policies of such entity, whether by contract or otherwise.
 - 26.3 “Alteration” means any installation, alteration, modification, subtraction, or addition of or to the Public Access Area, or the removal or replacement of any of the foregoing.
 - 26.4 “Certificate of Completion” means the Certificate of Completion to be issued by PRA pursuant to the provisions of the Amended and Restated Leases.
 - 26.5 “Commuter Rail Tunnel” means the railroad tunnel located, in part, under the Gallery Mall and access thereto.
 - 26.6 “Default Interest Rate” means a rate per annum equal to the Prime Rate of Interest posted in the print edition of the Wall Street Journal (or such other comparable rate selected by PRA in the event of the unavailability thereof) from time-to-time plus two percent (2%).

- 26.7 “Environmental Laws” means all Federal, state and local laws, statutes, ordinances, codes, rules, regulations and other requirements respecting the environment, including but not limited to those respecting: (a) the generation, use, handling, processing, storage, treatment, transportation, or disposal of any solid or hazardous wastes, or any hazardous or toxic substances or materials; (b) pollution or contamination of land, improvements, air (including indoor air), or water (including groundwater); (c) emissions, spills, releases, or discharges of any substance onto or into the land, improvements, air (including indoor air), or water (including groundwater), or any sewer or septic system; (d) protection of wetlands; (e) aboveground or underground storage tanks; (f) air quality (including indoor air quality) or water quality (including groundwater quality); and (g) protection of endangered species. Without limiting the generality of the foregoing, the term “Environmental Laws” includes the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C., Sec. 9601, et seq.; the Resource Conservation and Recovery Act, as amended, 42 U.S.C., Sec. 6901, et seq., and the Toxic Substance Control Act of 1976, as amended, 15 U.S.C., Sec. 2601, et seq., the Pennsylvania Hazardous Sites Cleanup Act, 35 P.S. § 6020.101 et seq., the Pennsylvania Solid Waste Management, 35 P.S. § 6018.101 et seq., and the Pennsylvania Clean Streams Law, 35 P.S. 691.1 et seq.
- 26.8 “Environmental Violation” shall mean (a) any direct or indirect discharge, disposal, spillage, emission, escape, pumping, pouring, injection, leaching, release, seepage, filtration or transporting of any Hazardous Substance at, upon, under, onto or within the Public Access Area, or from the Public Access Area to the environment, in violation of any Environmental Law or in excess of any reportable quantity established under any Environmental Law or which could result in any liability to any Governmental Authority or any other person for the costs of any removal or remedial action or natural resources damage or for bodily injury or property damage, (b) any deposit, storage, dumping, placement or use of any Hazardous Substance at, upon, under or within the Public Access Area or which extends to any adjoining property in violation of any Environmental Law or in excess of any reportable quantity established under any Environmental Law or which could result in any liability to any Governmental Authority or any other person for the costs of any removal or remedial action or natural resources damage or for bodily injury or property damage, (c) the abandonment or discarding of any barrels, containers or other receptacles containing any Hazardous Substances in violation of any Environmental Laws, or (d) any violation of or noncompliance with any Environmental Law.
- 26.9 “Gallery Mall” means collectively, the area leased from PRA pursuant to the Amended and Restated Leases.
- 26.10 “PAID” means Philadelphia Authority for Industrial Development.
- 26.11 “PATCO” means Port Authority Transit Corporation.

- 26.12 “PREIT” means Pennsylvania Real Estate Investment Trust and its successors and assigns.
- 26.13 “PREIT Parties” means collectively, PREIT Rubin, Inc., 907 LP, Unit 1E-H Owner 4-6 Fee Owner, L.P., Unit 1E-H Owner, Keystone Philadelphia Properties, LP and PR Gallery I Limited Partnership.
- 26.14 “Public Access Area” means the area shown on Schedule B including the PATCO Exit, including, without limitation, the entranceways, stairwells, escalators, and elevators shown on Schedule B.
- 26.15 “Public Parties” means collectively, the City, PAID and Landlord.
- 26.16 “SEPTA” means the Southeastern Pennsylvania Transit Authority and its successors and assigns.
- 26.17 “SEPTA Structures” means the buildings, rail tracks and tunnels, and other structures and improvements, wherever located, and owned or operated by SEPTA as of the date of this Public Access Easement or hereafter constructed.
- 26.18 “Transit Facilities” are SEPTA’s regional rail station (now known as Jefferson Station), 8th Street Subway Station, the 11th Street Subway Station, the PATCO Access Area. The facilities of PATCO located under 8th Street do not directly abut the Public Access Area; however, the terminus of the Public Access Area at 8th Street includes a doorway leading to and from such facilities (the “PATCO Access Area”).
- 26.19 “Truck Tunnel” means the underground truck access tunnel generally located under the Gallery Mall, with street access from Arch Street.

[signature page follows]

IN WITNESS WHEREOF, the undersigned parties have executed this Public Access Easement on the day and year first above written.

Unit C-3 Owner:

801 C-3 FEE OWNER LP

By: 801 C-3 Fee Owner GP LLC, its general partner

By: GPM GP LLC, its non-member manager

By: PM Gallery LP, its sole member

By: PR 8-10 Market GP LLC, a general partner

By: PREIT Associates, L.P., its sole member

By: Pennsylvania Real Estate Investment Trust,
its general partner

By: _____
Name: Bruce Goldman
Title: Executive Vice President, General Counsel
& Secretary

and

By: Macerich Gallery Market East GP LLC, a general partner

By: _____
Name: Thomas J. Leanse
Title: Senior Executive Vice President, Chief Legal Officer &
Secretary

PRA

PHILADELPHIA REDEVELOPMENT AUTHORITY

By: _____
Name: _____
Title: _____

COMMONWEALTH OF PENNSYLVANIA :
COUNTY OF PHILADELPHIA :

On this, the ____ day of _____, 2015, before me a Notary Public in and for the Commonwealth of Pennsylvania, the undersigned officer, personally appeared BRUCE GOLDMAN, known to me to be the EXECUTIVE VICE PRESIDENT, GENERAL COUNSEL & SECRETARY of Pennsylvania Real Estate Investment Trust, the general partner of PREIT Associates, L.P., the sole member of PR 8-10 Market GP LLC, a general partner of PM Gallery LP, the sole member of GPM GP LLC, the non-member manager of 801 C-3 Fee Owner GP LLC, the general partner of **801 C-3 Fee Owner LP**, and that he as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained and that the said instrument is the act and deed of said limited partnership and desired that the same might be recorded as such.

In Witness Whereof, I hereunto set my hand and official seal.

Notary Public
[Notary Seal]
My commission expires: _____

STATE OF CALIFORNIA :
COUNTY OF LOS ANGELES :

On _____, 2015, before me, _____, a Notary Public, personally appeared THOMAS J. LEANSE, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity(ies), and that by his signatures on the instrument the person(s), or the entities upon behalf of which the person(s) acted, executed the instrument.

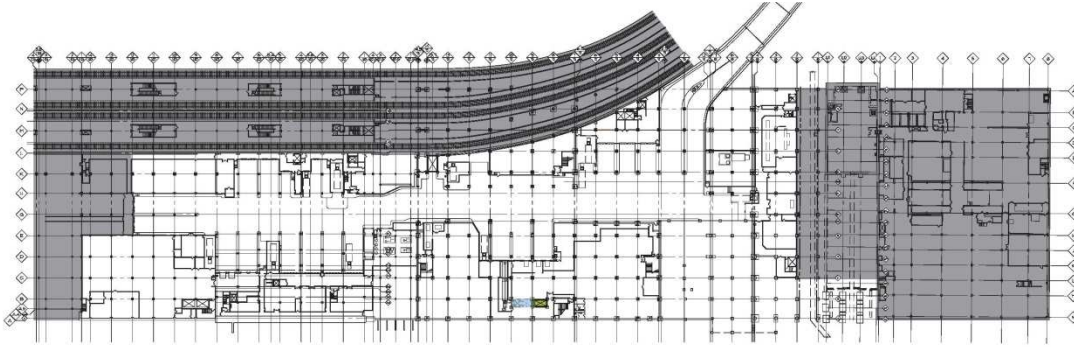
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

EXHIBIT 3.2

APPROVED PUBLIC ACCESS AREA PLANS



A change from the following guidelines will require approval by the LL.

FINISHES

The Landlord approves the following exterior finishes for the exterior wall:

- Glass
- Metal panel
- Stone
- Brick
- Terra cotta

[Along Market Street, the improved area is noted on Sheet 6 of this schedule. A minimum of 50% of this area will be included in the project.] TBD BASED ON FINAL SIZE OF PROJECT

INTERCONNECTION

LL and T desire to maximize the interconnection between the interior and exterior of the Project through transparency and entry points.

ACCESS POINTS

To achieve these goals, T will be obligated to the following entry points into either the mall or directly into a leased space.

- Market Street – a minimum of two per block for the 800 and 1000 block either into the mall or directly into leased space
- Market Street – a minimum of one into the mall and one into the a leased space for the 900 block
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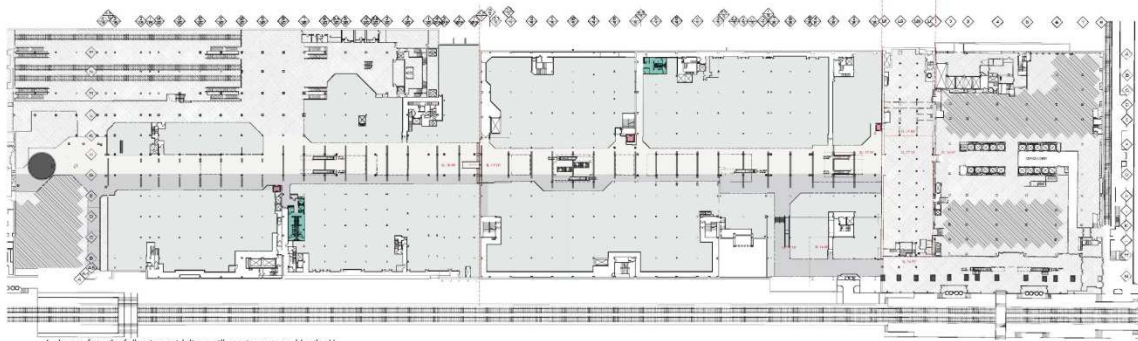
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EASEMENT AND ACCESS AREA

T agrees to operate the Property as a First Class Mixed Use Retail Center. LL desires to ensure the volumetric connections in the areas depicted on Exhibit 5.2.1 of the lease and protect the easement area by requiring

T to provide:

- A durable architectural floor material
- Adequate lighting both natural and artificial
- Appropriate directional signage to public transit



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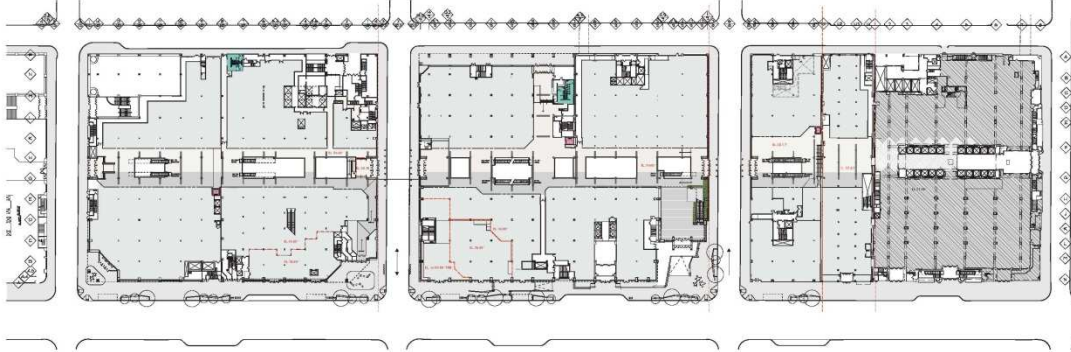
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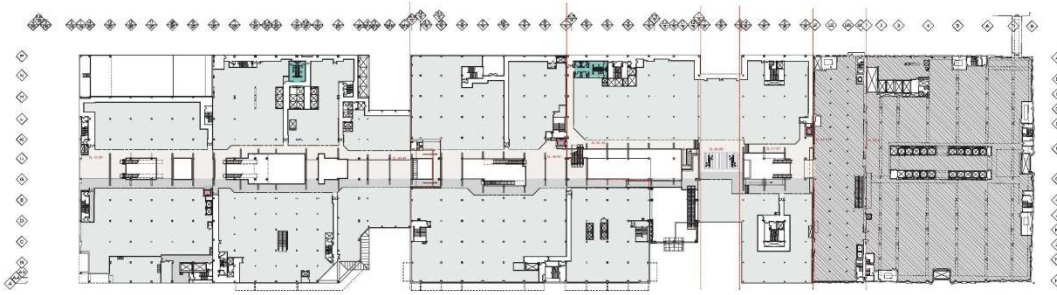
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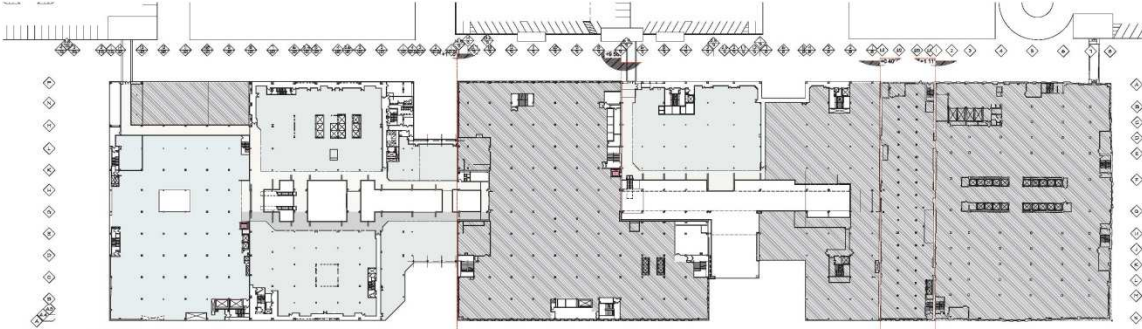
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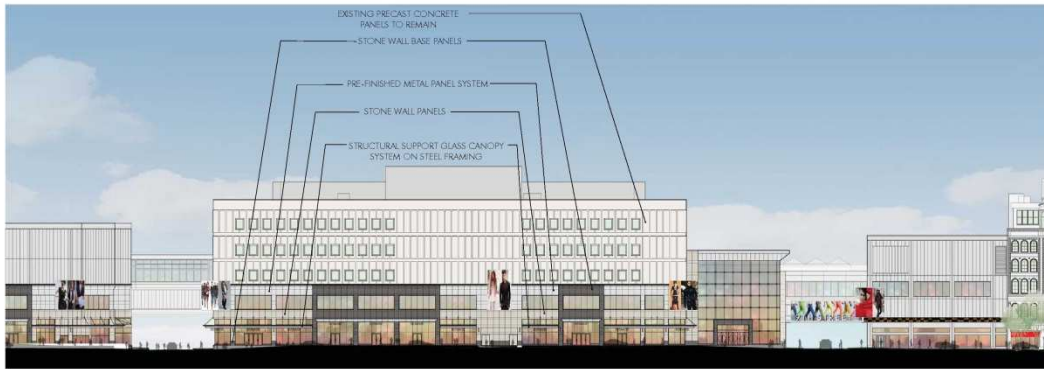
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MARKET STREET ELEVATION

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KEY PLAN



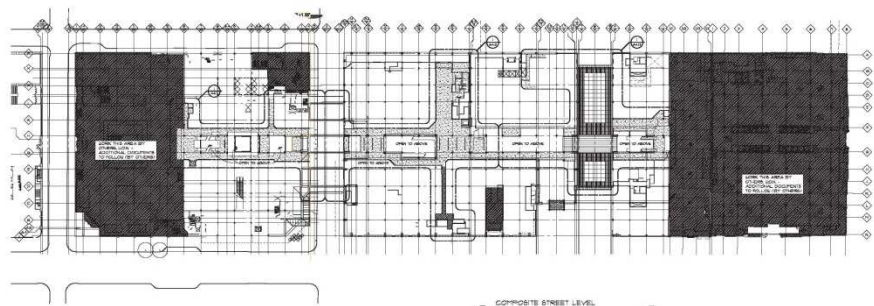


1. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE FOLLOWING:

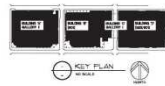
- INTERNATIONAL BUILDING CODES
- INTERNATIONAL MECHANICAL CODES
- INTERNATIONAL ELECTRICAL CODES
- INTERNATIONAL PLUMBING AND MECHANICAL CODES
- INTERNATIONAL FIRE AND SAFETY CODES
- INTERNATIONAL ENERGY EFFICIENCY CODES
- INTERNATIONAL SMOKE CONTROL CODES
- INTERNATIONAL ACoustics CODES
- INTERNATIONAL TRANSPORTATION CODES
- INTERNATIONAL CONSTRUCTION DOCUMENTS
- INTERNATIONAL PRACTICES

| REFLECTED CEILING FIXTURE LEGEND | | SYMBOL | DESCRIPTION |
|----------------------------------|--------------------------------|--------|--------------------------------|
| 1 | RECESSED SQUARE DOWN LIGHT | □ | RECESSED SQUARE DOWN LIGHT |
| 2 | RECESSED ROUND DOWN LIGHT | ○ | RECESSED ROUND DOWN LIGHT |
| 3 | RECESSED TRIANGLE DOWN LIGHT | △ | RECESSED TRIANGLE DOWN LIGHT |
| 4 | RECESSED RECTANGLE DOWN LIGHT | ▭ | RECESSED RECTANGLE DOWN LIGHT |
| 5 | RECESSED SQUARE TRACK LIGHT | ■ | RECESSED SQUARE TRACK LIGHT |
| 6 | RECESSED ROUND TRACK LIGHT | ● | RECESSED ROUND TRACK LIGHT |
| 7 | RECESSED TRIANGLE TRACK LIGHT | ▲ | RECESSED TRIANGLE TRACK LIGHT |
| 8 | RECESSED RECTANGLE TRACK LIGHT | ▮ | RECESSED RECTANGLE TRACK LIGHT |
| 9 | RECESSED SQUARE COOLER HEAD | □ | RECESSED SQUARE COOLER HEAD |
| 10 | RECESSED ROUND COOLER HEAD | ○ | RECESSED ROUND COOLER HEAD |
| 11 | RECESSED TRIANGLE COOLER HEAD | △ | RECESSED TRIANGLE COOLER HEAD |
| 12 | RECESSED RECTANGLE COOLER HEAD | ▭ | RECESSED RECTANGLE COOLER HEAD |
| 13 | RECESSED SQUARE COOLER HEAD | □ | RECESSED SQUARE COOLER HEAD |
| 14 | RECESSED ROUND COOLER HEAD | ○ | RECESSED ROUND COOLER HEAD |
| 15 | RECESSED TRIANGLE COOLER HEAD | △ | RECESSED TRIANGLE COOLER HEAD |
| 16 | RECESSED RECTANGLE COOLER HEAD | ▭ | RECESSED RECTANGLE COOLER HEAD |
| 17 | RECESSED SQUARE COOLER HEAD | □ | RECESSED SQUARE COOLER HEAD |
| 18 | RECESSED ROUND COOLER HEAD | ○ | RECESSED ROUND COOLER HEAD |
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| 20 | RECESSED RECTANGLE COOLER HEAD | ▭ | RECESSED RECTANGLE COOLER HEAD |
| 21 | RECESSED SQUARE COOLER HEAD | □ | RECESSED SQUARE COOLER HEAD |
| 22 | RECESSED ROUND COOLER HEAD | ○ | RECESSED ROUND COOLER HEAD |
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| 26 | RECESSED ROUND COOLER HEAD | ○ | RECESSED ROUND COOLER HEAD |
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| 42 | RECESSED ROUND COOLER HEAD | ○ | RECESSED ROUND COOLER HEAD |
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| 53 | RECESSED SQUARE COOLER HEAD | □ | RECESSED SQUARE COOLER HEAD |
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| 56 | RECESSED RECTANGLE COOLER HEAD | ▭ | RECESSED RECTANGLE COOLER HEAD |
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| 58 | RECESSED ROUND COOLER HEAD | ○ | RECESSED ROUND COOLER HEAD |
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| 94 | RECESSED ROUND COOLER HEAD | ○ | RECESSED ROUND COOLER HEAD |
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| 98 | RECESSED ROUND COOLER HEAD | ○ | RECESSED ROUND COOLER HEAD |
| 99 | RECESSED TRIANGLE COOLER HEAD | △ | RECESSED TRIANGLE COOLER HEAD |
| 100 | RECESSED RECTANGLE COOLER HEAD | ▭ | RECESSED RECTANGLE COOLER HEAD |

COMPOSITE STREET LEVEL REFLECTED CEILING PLAN (ALTERNATE NO. 0)

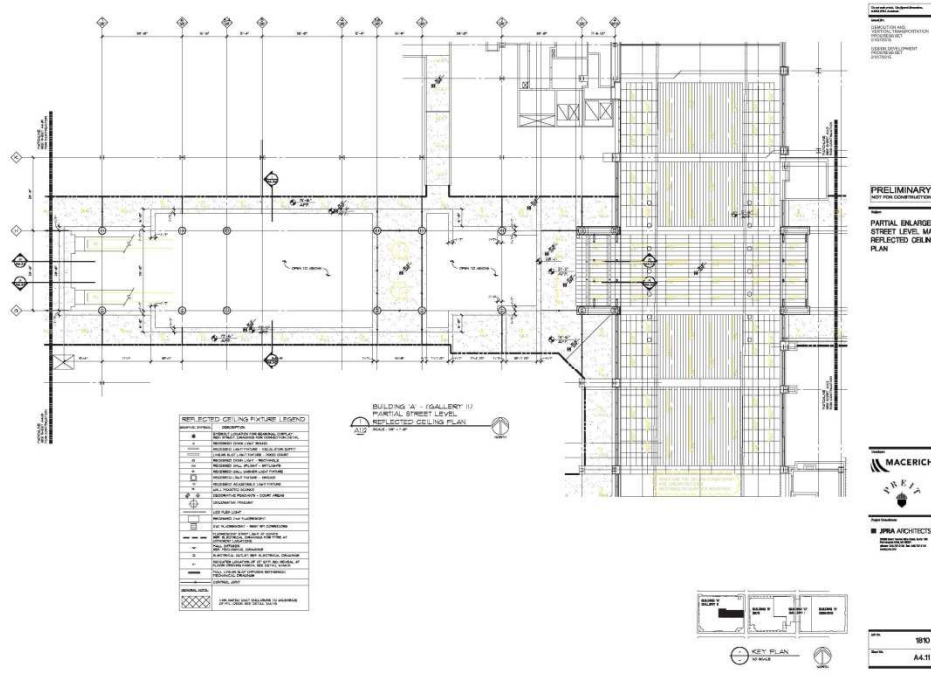


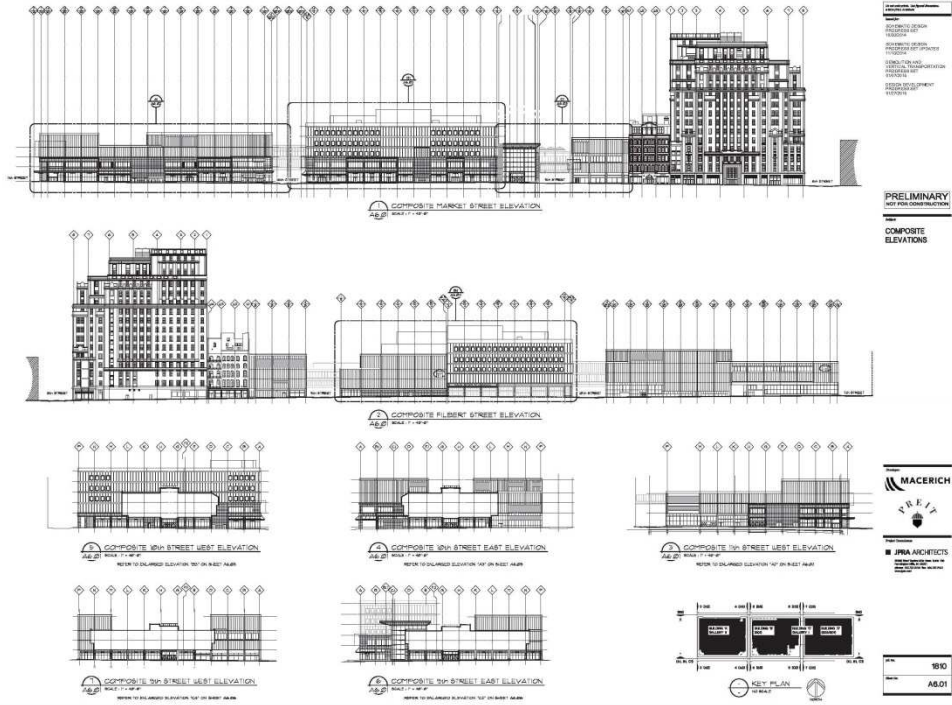
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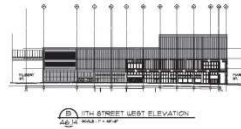
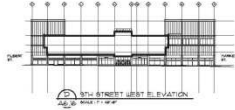
MACERICH
 ARCHITECTS
 1100 AVENUE OF THE STARS
 SUITE 1000
 NEW YORK, NY 10020
 TEL: 212 692 4000
 FAX: 212 692 4001
 WWW.MACERICH.COM

1810
 A112A

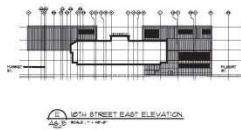




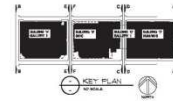
1. EXISTING BUILDING
 2. NEW BUILDING
 3. EXISTING BUILDING
 4. NEW BUILDING
 5. EXISTING BUILDING
 6. NEW BUILDING
 7. EXISTING BUILDING
 8. NEW BUILDING
 9. EXISTING BUILDING
 10. NEW BUILDING



PRELIMINARY
 NOT FOR CONSTRUCTION
COMPOSITE EAST/WEST ELEVATIONS



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 ■ JPA ARCHITECTS
 ■ JPA ARCHITECTS
 ■ JPA ARCHITECTS

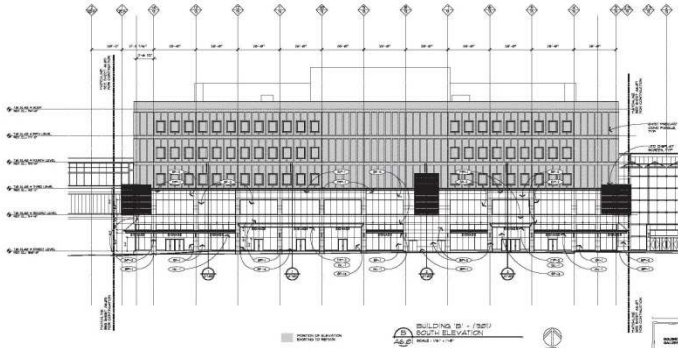


1/8\"/>

1. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE IBC AND ALL APPLICABLE LOCAL, STATE AND FEDERAL CODES.
 2. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE IBC AND ALL APPLICABLE LOCAL, STATE AND FEDERAL CODES.
 3. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE IBC AND ALL APPLICABLE LOCAL, STATE AND FEDERAL CODES.
 4. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE IBC AND ALL APPLICABLE LOCAL, STATE AND FEDERAL CODES.
 5. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE IBC AND ALL APPLICABLE LOCAL, STATE AND FEDERAL CODES.

| EXTERIOR MATERIAL LIST | |
|-------------------------------|--------------------------------|
| 1. EXTERIOR WALLS - CONCRETE | 2. EXTERIOR WALLS - CONCRETE |
| 3. EXTERIOR WALLS - CONCRETE | 4. EXTERIOR WALLS - CONCRETE |
| 5. EXTERIOR WALLS - CONCRETE | 6. EXTERIOR WALLS - CONCRETE |
| 7. EXTERIOR WALLS - CONCRETE | 8. EXTERIOR WALLS - CONCRETE |
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| 99. EXTERIOR WALLS - CONCRETE | 100. EXTERIOR WALLS - CONCRETE |

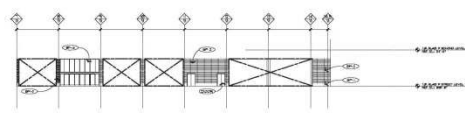
PRELIMINARY
 PARTIAL MARKET STREET ELEVATION
 Building B 003



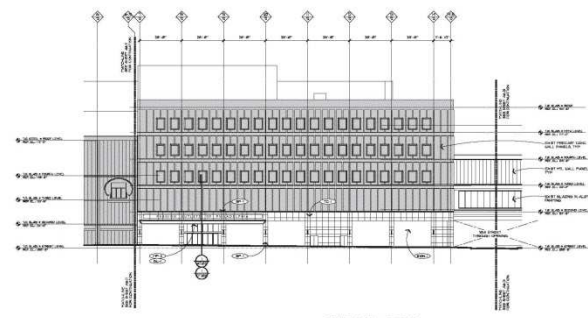
MACERICH
 ■ JFRA ARCHITECTS

810
 AB.06

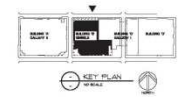
| EXTERIOR MATERIAL LIST | |
|------------------------|-----------------------------------|
| CE-01 | EXTERIOR WALLS - CONCRETE |
| CE-02 | EXTERIOR WALLS - BRICK |
| CE-03 | EXTERIOR WALLS - STONE |
| CE-04 | EXTERIOR WALLS - METAL PANELS |
| CE-05 | EXTERIOR WALLS - GLASS |
| CE-06 | EXTERIOR WALLS - TERRAZZO |
| CE-07 | EXTERIOR WALLS - CERAMIC TILE |
| CE-08 | EXTERIOR WALLS - POLYMER CONCRETE |
| CE-09 | EXTERIOR WALLS - COMPOSITE PANELS |
| CE-10 | EXTERIOR WALLS - OTHER |



BUILDING B - GROUND FLOOR ELEVATION AT ENTRY



BUILDING B - GROUND FLOOR ELEVATION



KEY PLAN

REVISIONS

| | | |
|-----|------------|-------------------|
| NO. | DATE | DESCRIPTION |
| 1 | 04/08/2015 | ISSUED FOR PERMIT |

PRELIMINARY
NOT FOR CONSTRUCTION

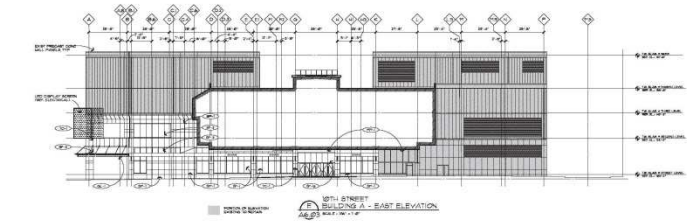
PARTIAL
FACED STREET
ELEVATION
Building B 001

MACERICH
ARCHITECTS

DATE: 04/08/2015
SCALE: AS SHOWN

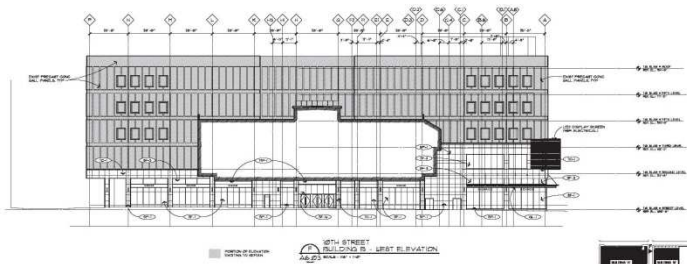
| EXTERIOR MATERIAL LIST | |
|------------------------|----------------------|
| CE-01 | CONCRETE, LIGHT GRAY |
| CE-02 | CONCRETE, DARK GRAY |
| CE-03 | CONCRETE, LIGHT GRAY |
| CE-04 | CONCRETE, DARK GRAY |
| CE-05 | CONCRETE, LIGHT GRAY |
| CE-06 | CONCRETE, DARK GRAY |
| CE-07 | CONCRETE, LIGHT GRAY |
| CE-08 | CONCRETE, DARK GRAY |
| CE-09 | CONCRETE, LIGHT GRAY |
| CE-10 | CONCRETE, DARK GRAY |
| CE-11 | CONCRETE, LIGHT GRAY |
| CE-12 | CONCRETE, DARK GRAY |
| CE-13 | CONCRETE, LIGHT GRAY |
| CE-14 | CONCRETE, DARK GRAY |
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| CE-93 | CONCRETE, LIGHT GRAY |
| CE-94 | CONCRETE, DARK GRAY |
| CE-95 | CONCRETE, LIGHT GRAY |
| CE-96 | CONCRETE, DARK GRAY |
| CE-97 | CONCRETE, LIGHT GRAY |
| CE-98 | CONCRETE, DARK GRAY |
| CE-99 | CONCRETE, LIGHT GRAY |
| CE-100 | CONCRETE, DARK GRAY |

| REVISIONS | |
|-----------|-------------------------|
| NO. | DESCRIPTION |
| 1 | ISSUED FOR PERMIT |
| 2 | ISSUED FOR CONSTRUCTION |
| 3 | ISSUED FOR CONSTRUCTION |
| 4 | ISSUED FOR CONSTRUCTION |
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| 10 | ISSUED FOR CONSTRUCTION |



PRELIMINARY
NOT FOR CONSTRUCTION

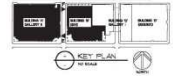
10TH STREET
WEST ELEVATION
Building A (Gallery B)



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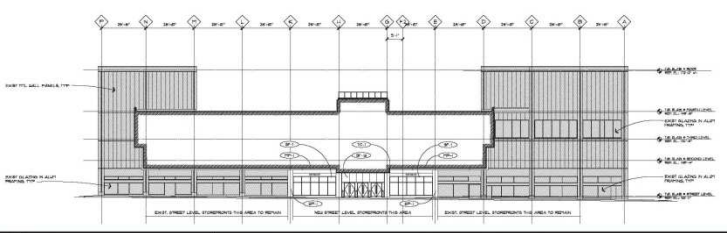
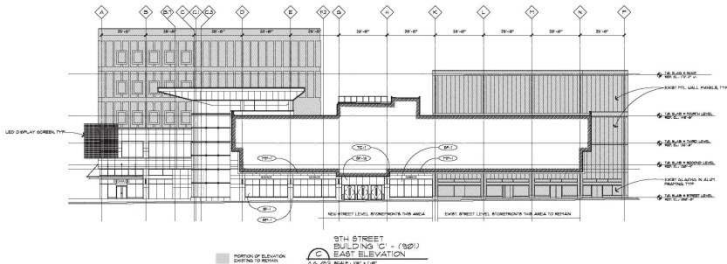
FFRA ARCHITECTS

10TH STREET
WEST ELEVATION
Building A (Gallery B)



| | |
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| NO. | 180 |
| DATE | AS IS |

| EXTENSION MATERIAL LIST | | | |
|-------------------------|-----------------------------------|---|-----------------------------|
| ① | STAINLESS STEEL PANELS (VERTICAL) | ② | ALUMINUM PANELS IN ALUMINUM |
| ② | ALUMINUM PANELS (VERTICAL) | ③ | ALUMINUM PANELS IN ALUMINUM |
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| ㊾ | ALUMINUM PANELS (VERTICAL) | ㊿ | ALUMINUM PANELS IN ALUMINUM |



PRELIMINARY
 NOT FOR CONSTRUCTION

**8TH STREET
 EAST ELEVATION &
 WEST ELEVATION**
 Building C (Gallery 0)

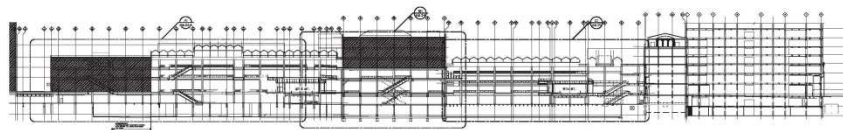
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 AT MARKET EAST

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1. GENERAL NOTES
 2. FOUNDATION
 3. STRUCTURAL
 4. MECHANICAL
 5. ELECTRICAL
 6. PLUMBING
 7. FINISHES
 8. SPECIALTY
 9. EQUIPMENT
 10. SCHEDULES

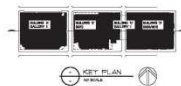
PRELIMINARY
 NOT FOR CONSTRUCTION
 COMPOSITE
 LONGITUDINAL
 BUILDING SECTION
 ALTERNATE No. 0



COMPOSITE BUILDING SECTION

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 1000 P STREET, N.W.
 WASHINGTON, D.C. 20004
 TEL: 202-462-1000
 WWW.MACERICH.COM

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 WWW.JPAARCHITECTS.COM

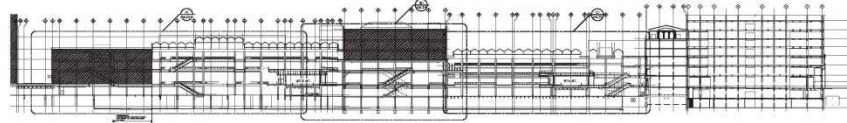


1810
 AB.21A

PROJECT NO. 100-100000000
DATE: 04/08/2015
PROJECT: THE GALLERY
SHEET: AB.21A

PRELIMINARY
NOT FOR CONSTRUCTION

COMPOSITE
LONGITUDINAL
BUILDING SECTION
ALTERNATE No. 0



COMPOSITE BUILDING SECTION
SCALE: 1/8" = 1'-0"

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100-100000000
100-100000000



KEY PLAN
SCALE: 1/8" = 1'-0"

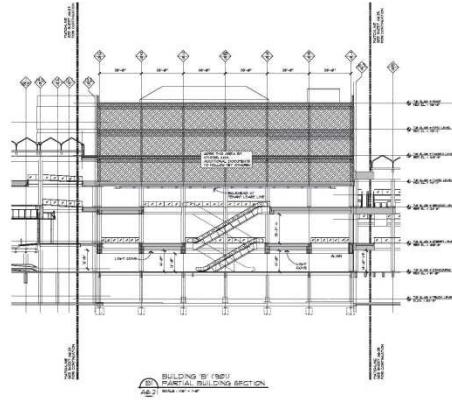
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AB.21A

1. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE FOLLOWING:

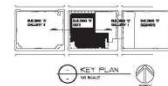
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- INTERNATIONAL MECHANICAL CODES
- INTERNATIONAL PLUMBING CODES
- INTERNATIONAL ELECTRICAL CODES
- INTERNATIONAL FIRE CODES
- INTERNATIONAL ENERGY CONSERVATION CODES
- INTERNATIONAL SMOKE CONTROL CODES
- INTERNATIONAL SAFETY CODES

PRELIMINARY
 NOT FOR CONSTRUCTION

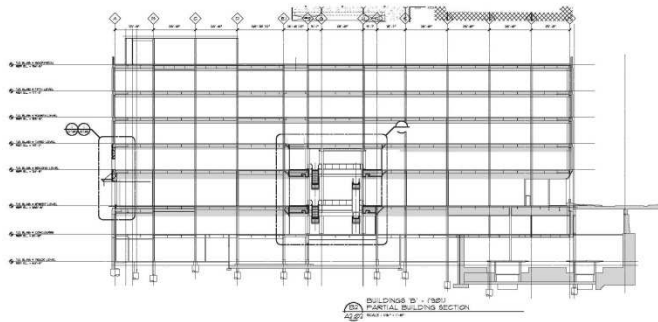
PARTIAL BUILDING SECTION
 BUILDING 9 1001



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 1100 MARKET STREET, SUITE 1000
 SAN FRANCISCO, CA 94102
 TEL: 415.774.1000
 WWW.MACERICH.COM



SHEET
910
 OF
A8.24

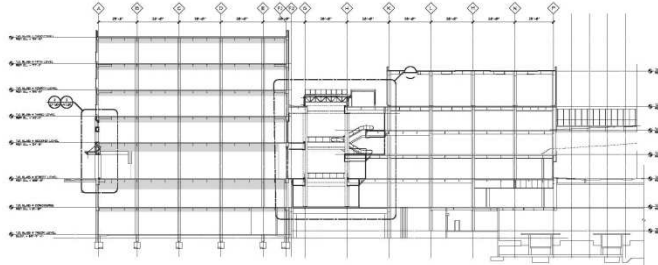


BUILDINGS B + C (B) PARTIAL BUILDING SECTION

1. EXISTING STRUCTURE
 2. EXISTING INTERIOR
 3. EXISTING EXTERIOR
 4. EXISTING MECHANICAL
 5. EXISTING ELECTRICAL
 6. EXISTING PLUMBING
 7. EXISTING PAVEMENT
 8. EXISTING SITE
 9. EXISTING UTILITIES

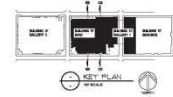
PRELIMINARY
 NOT FOR CONSTRUCTION

PARTIAL BUILDING SECTIONS
 Building B (B) &
 Building C (Gallery B)

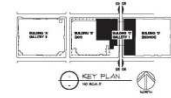
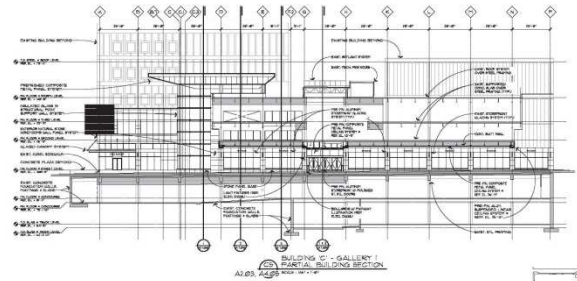
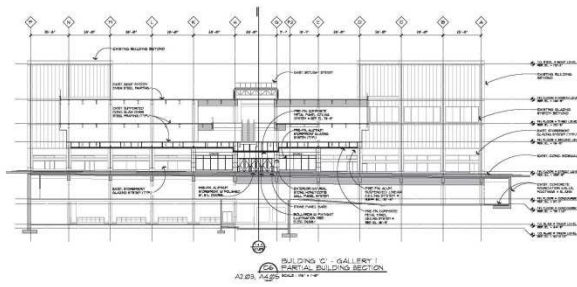


BUILDINGS B + C (B) + C (GALLERY B) PARTIAL BUILDING SECTION

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JPA ARCHITECTS
 ARCHITECTS



B10
 A8.30



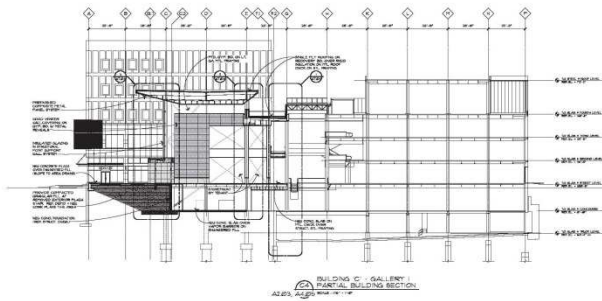
PROJECT INFORMATION
 PROJECT NO. 100-000000
 PROJECT NAME
 PROJECT LOCATION
 PROJECT DATE
 PROJECT STATUS

PRELIMINARY

PARTIAL BUILDING SECTIONS
 Building C - Gallery I

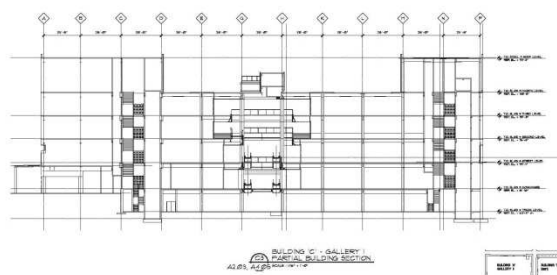
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NO. 190
 SHEET A8.31



PRELIMINARY
NOT FOR CONSTRUCTION

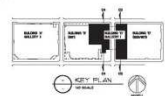
PARTIAL BUILDING SECTIONS
Building C (Gallery 0)

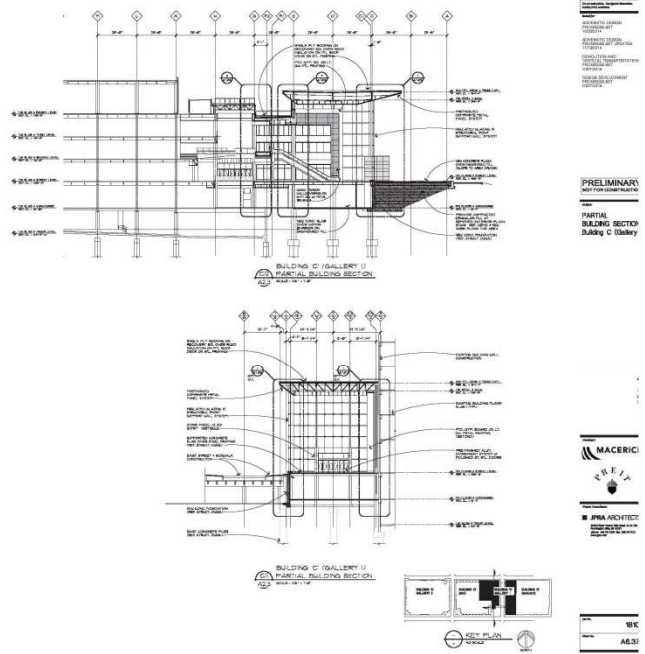


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JPA ARCHITECTS

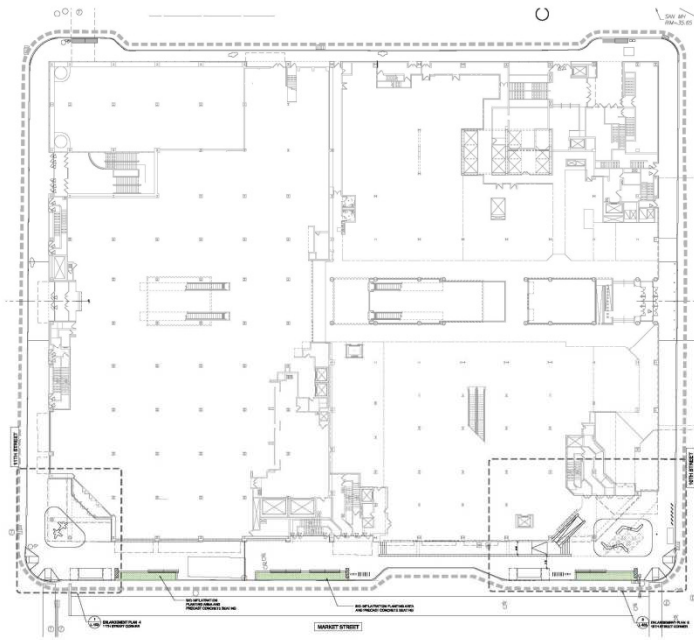
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AS-22





POSTER KIOSK/MONUMENT





DATE: 04/03/2015
 TIME: 10:00 AM
 PROJECT: THE GALLERY

DATE: 04/03/2015
 TIME: 10:00 AM
 PROJECT: THE GALLERY

SITE PLAN

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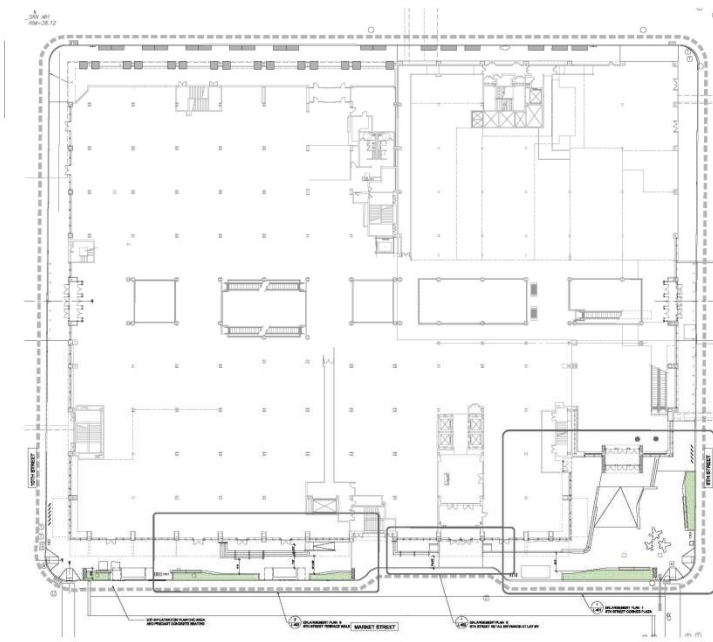


JPA ARCHITECTS



NOT FOR CONSTRUCTION

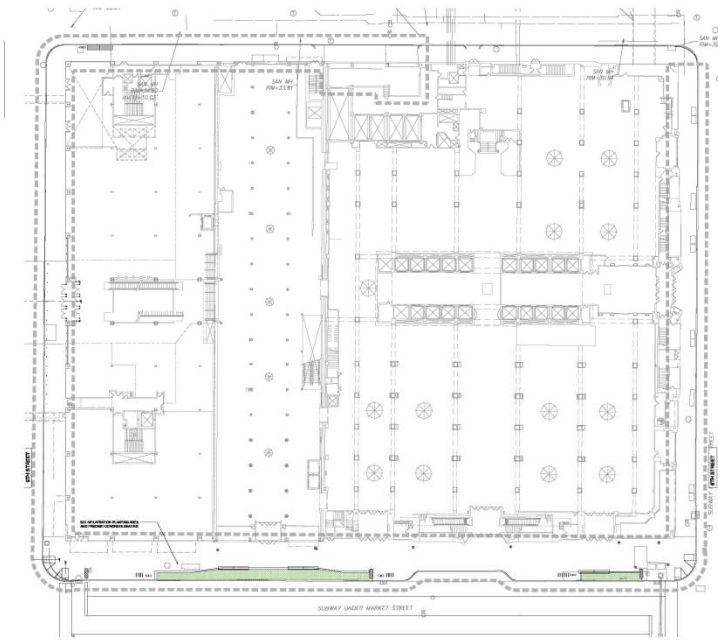
DATE: 04/03/2015
 TIME: 10:00 AM
 PROJECT: THE GALLERY



DATE: April 3, 2015

SITE PLAN II

NOT FOR CONSTRUCTION



DATE: 04/03/15
 DRAWN BY: LAFAYETTE
 PROJECT: 7458.03

DATE: April 3, 2015

SITE PLAN (1)

PROPOSED PROJECT: 7458.03
 PROPOSED PROJECT: 7458.03

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JPA ARCHITECTS
 JPA ARCHITECTS
 1000 MARKET STREET, SUITE 1000
 NEW YORK, NY 10038

PERKINS+WILL
 PERKINS+WILL
 1000 MARKET STREET, SUITE 1000
 NEW YORK, NY 10038

NOT FOR CONSTRUCTION

DATE: 7/26/03
 DRAWN BY: L-113

EXHIBIT 9.1

INSURANCE

General Requirements.

- a. Unit 1E-H Owner will procure and maintain the insurance described below.
 - b. The Integrated Access Easement must be identified on the Certificate of Insurance.
 - c. Certificates of Insurance must be addressed to: Philadelphia Redevelopment Authority, 1234 Market Street, 16th floor, Philadelphia, PA 19107.
 - d. PRA reserves the right to request and obtain complete copies of Unit 1E-H Owner's insurance policies and any endorsements.
 - e. PRA shall have the right to periodically review the insurance coverage required hereunder and require increases in the amount of insurance maintained and the types of coverage required hereunder.
- I. Insurance coverage required by Unit 1E-H Owner is as follows:
- A. Construction Period
 1. Prior to the commencement of the Public Access Area Improvements, Unit 1E-H Owner will secure an Controlled Insurance Program ("CIP") for the benefit of Unit 1E-H Owner, PRA, Construction Manager, Subcontractors, Consultants and Subconsultants of every tier (unless specifically excluded) who have labor performing operations or on-site activities. CIP coverage applies only to work performed at the Gallery Mall including the Public Access Area Improvements. The construction manager, all subcontractors, consultants and subconsultants (collectively, "Unit 1E-H Contractors") must provide their own insurance for off-site activities as outlined below under A. 5. These insurance requirements also apply to contractors excluded from the CIP.
 2. Through the CIP, Unit 1E-H Owner, at its own cost and expense, will provide and maintain in force the types of insurance listed in subparagraphs (a) through (c) below. Unit 1E-H Owner will also maintain separate policies during construction of the Public Access Area Improvements listed under paragraphs (3) and (4).

(a) **Workers' Compensation and Employer's Liability Insurance** will be provided in accordance with applicable state law. Limits of Liability and Coverages will be as follows:

- i. Workers' Compensation – Applicable Statutory Benefits
- ii. Employer's Liability – Designated Premises Only:
 - 1. \$1,000,000 Bodily Injury Each Accident
 - 2. \$1,000,000 Bodily Injury by Disease – Policy Limit and
 - 3. \$1,000,000 Bodily Injury by Disease – Each Employee

(b) **Commercial General Liability Insurance** will be provided under a master liability policy. The following Limits of Liability, Coverages, and Terms will apply:

- i. Limit of Liability:
 - 1. \$2,000,000 Per Occurrence
 - 2. \$4,000,000 General Aggregate (Reinstated Annually)
 - 3. \$4,000,000 Products/Completed Operations Aggregate (10 Year Term)
 - 4. \$2,000,000 Personal Injury and Advertising Injury Per Occurrence/Annual Aggregate
 - 5. \$300,000 Fire Damage Legal Liability
 - 6. \$10,000 Medical Expense
- ii. Coverages and Terms
 - 1. No Assault and Battery Exclusion
 - 2. No Resulting Damage Exclusion

(c) **Excess Liability Insurance** will be provided under a master liability policy for all insureds. Certificates of Insurance will be

provided to each Subcontractor reflecting the Limits of Liability Coverages, and Terms as follows:

- i. Limit of Liability:
 1. \$100,000,000 any one occurrence and general aggregate annually; and
 2. \$100,000,000 Annual Aggregate Products and Completed Operations
 - ii. Coverages and Terms:
 1. Excess of General Liability
 2. Excess of Employer's Liability and
 3. Completed Operations (10 Year Term)
3. Unit 1E-H Owner will provide and maintain a builder's risk policy to cover the Public Access Area Improvements and a property insurance policy.
- (a) **Builder's Risk and Property Insurance.** The following Limits of Liability, Coverages, and Terms will apply:
- i. Limits of Liability:
 1. Full Completed Value of the Public Access Area
 2. \$10,000,000 Earthquake Sublimit
 3. \$10,000,000 Flood Sublimit
 - ii. Coverages and Terms:
 1. ISO Special Form or All Risk of Physical Loss
 2. Boiler and Machinery Coverage
 3. No Exclusion for Terroristic Acts
 4. Coverage must extend to materials that will become part of the Public Access Area (on-site and off-site) and in transit
 5. No exclusion or restriction for residential development or construction (if applicable)
 6. Permission to Occupy Will be Granted

7. Business Income/Extra Expense
 8. Soft Costs
 9. Agreed Amount/No Coinsurance
 10. Debris Removal
 11. Demolition & Increased Cost of Construction
4. Unit 1E-H Owner will provide and maintain contractors' pollution liability under a master liability policy that is specific to the Public Access Easement, which will cover losses caused by pollution incidents that arise from the operations of Unit 1E-H Owner's Contractors involved with the Public Access Easement. This is to include all work completed by Unit 1E-H Owner's Contractors, including testing and/or removal of any and all pollutants.
- (a) **Contractors Pollution Liability Insurance.** The following Limits of Liability, Coverages, and Terms will apply:
- i. Limits of Liability:
 1. \$10,000,000 Per Occurrence
 2. \$10,000,000 General Aggregate
 - ii. Coverages and Terms:
 1. Insurance to be maintained for the duration of and for a period of three years after completion of the Public Access Area Improvements/final payment.
 2. No Exclusions for Silica, Asbestos, Lead and/or Lead Based Paint testing.
 3. Include Mold Coverage for full policy limit of liability
 4. Coverage for all pollutants as defined under the Resource Conservation and Recovery Act, as amended, 42 U.S.C. Section 6901 et seq. or any related state or city environmental statute or the removal of any petroleum-contaminated material at the project.

5. All owned and/or third party disposal facilities must be licensed and maintain pollution liability insurance of not less than \$2,000,000, if applicable.
5. Unit 1E-H Owner's Contractors, at their own expense, will provide and maintain in force the types of insurance listed in subparagraphs (a) through (f) below.

(a) **Workers' Compensation and Employer's Liability Insurance** will be provided in accordance with applicable state law. Limits of Liability and Coverages will be as follows:

- i. Workers' Compensation – Applicable Statutory Benefits
- ii. Employer's Liability – Designated Premises Only:
 1. \$500,000 Bodily Injury Each Accident
 2. \$500,000 Bodily Injury by Disease – Policy Limit and
 3. \$500,000 Bodily Injury by Disease – Each Employee

(Enrolled Contractors in the CIP shall show evidence of coverage for Off-Site Activities only)

(b) **Commercial General Liability Insurance.** The following Limits of Liability, Coverages, and Terms will apply:

- i. Limit of Liability:
 1. \$1,000,000 Per Occurrence
 2. \$2,000,000 General Aggregate (Reinstated Annually)
 3. \$2,000,000 Products/Completed Operations Aggregate (10 Year Term)
 4. \$1,000,000 Personal Injury and Advertising Injury Per Occurrence/Annual Aggregate
 5. \$300,000 Fire Damage Legal Liability
 6. \$10,000 Medical Expense
- ii. Coverages and Terms
 1. No Assault and Battery Exclusion
 2. General Aggregate Must Apply Per Project

3. PRA, Unit 1E-H Owner, Construction Manager (as applicable) and their directors, officers, members, representatives, agents and employees shall be included as Additional Insureds on a primary and non-contributory basis. Forms required include CG 20 10 and CG 20 37 as published by the Insurance Services Office (“ISO”) or on equivalent forms.
4. No Resulting Damage Exclusion
5. No amendment to the definition of an “Insured Contract” except as broadened in 6. below.
6. The definition of an “Insured Contract” must be amended to provide coverage for all work on or within 50 feet of a railroad. A stand-alone Railroad Protective Liability policy may be required based on the scope of this project.
7. No exclusions for development, construction, building conversion, etc. with respect to the Public Access Easement’s location and/or where the work is to be completed by Unit 1E-H Owner’s Contractors.
8. No sexual abuse or molestation exclusion.

(Enrolled Contractors in the CIP shall show evidence of coverage for Off-Site Activities only)

- (c) **Automobile Liability Insurance.** The Limits of Liability and Coverages will be as follows:
- i. Limit of Liability:
 1. \$1,000,000 Combined Single Limit for Bodily Injury (including death) and Property Damage
 - ii. Coverages and Terms
 1. Applies to any owned, hired and non-owned vehicles

2. For Unit 1E-H Owner's Contractors involved in the transportation of hazardous material, include the following endorsements: MCS-90 and ISO-9948.

(Enrolled Contractors in the CIP shall show evidence of coverage for Off-Site Activities only)

(d) Excess Liability Insurance. The following Limits of Liability, Coverages, and Terms will apply:

- i. Limit of Liability for Construction Manager:
 1. \$30,000,000 Per Occurrence
 2. \$30,000,000 General Aggregate
- ii. Limit of Liability for Subcontractors/Consultants/
Subconsultants of Every Tier:
 1. \$5,000,000 Per Occurrence
 2. \$5,000,000 General Aggregate
- iii. Coverages and Terms
 1. Policy(ies) will apply on a Following Form Basis including Additional Insured Status on the following:
 - a. Commercial General Liability;
 - b. Automobile Liability; and
 - c. Employers Liability Coverage

(Enrolled Contractors in the CIP shall show evidence of coverage for Off-Site Activities only)

(e) Professional Liability. Where services provided involve inspection, design, consulting and/or other professional services, the following Limits of Liability and Coverages will apply:

- i. Limit of Liability:
 1. \$2,000,000 Per Occurrence and Aggregate
- ii. Coverages and Terms:
 1. Include Tail Coverage or an Extended Reporting Period for at Least Three Years After Completion

(f) **Pollution Liability.** Where services provided involve the testing, removal or cleanup of any environmental contaminant or pollutant, the Limits of Liability, Coverages, and Terms will be as follows:

i. Limit of Liability:

1. \$2,000,000 Per Occurrence
2. \$4,000,000 General Aggregate

ii. Coverages and Terms:

1. Insurance to be maintained for the duration of and for a period of three years after completion of the Public Access Area/final payment.
2. No Exclusions for Silica, Asbestos, Lead and/or Lead Based Paint testing.
3. Include Mold Coverage for full policy limit of liability
4. Coverage for all pollutants as defined under the Resource Conservation and Recovery Act, as amended, 42 U.S.C. Section 6901 et seq. or any related state or city environmental statute or the removal of any petroleum-contaminated material at the project.
5. All owned and/or third party disposal facilities must be licensed and maintain pollution liability insurance of not less than \$2,000,000, if applicable.

B. Ongoing Operations and Maintenance

1. Upon completion of the Public Access Area Improvements, Unit 1E-H Owner, at its own cost and expense, will provide and maintain in force the types of insurance listed in subparagraphs (a) through (f) below:

(a) **Workers' Compensation and Employer's Liability Insurance** will be provided in accordance with applicable state law. Limits of Liability and Coverages will be as follows:

- i. Workers' Compensation – Applicable Statutory Benefits
- ii. Employer's Liability – Designated Premises Only:

1. \$1,000,000 Bodily Injury Each Accident
2. \$1,000,000 Bodily Injury by Disease – Policy Limit and
3. \$1,000,000 Bodily Injury by Disease – Each Employee

(b) **Commercial General Liability Insurance** will be provided under a liability policy. The following Limits of Liability, Coverages, and Terms will apply:

i. Limit of Liability:

1. \$2,000,000 Per Occurrence
2. \$4,000,000 General Aggregate (Reinstated Annually)
3. \$4,000,000 Products/Completed Operations Aggregate
4. \$2,000,000 Personal Injury and Advertising Injury Per Occurrence/Annual Aggregate
5. \$300,000 Fire Damage Legal Liability
6. \$10,000 Medical Expense

ii. Coverages and Terms

1. No Assault and Battery Exclusion
2. General Aggregate Must Apply Per Location

(c) **Automobile Liability Insurance** will be provided under a liability policy reflecting the following Limits of Liability and Coverages:

i. Limit of Liability:

1. \$1,000,000 Combined Single Limit for Bodily Injury (including death) and Property Damage

ii. Coverages and Terms

1. Applies to any owned, hired and non-owned vehicles
- (d) **Excess Liability Insurance** will be provided under a liability policy for all insureds and will reflect the following Limits of Liability Coverages, and Terms as follows:
- i. Limit of Liability:
 1. \$50,000,000 any one occurrence and general aggregate annually; and
 2. \$50,000,000 Annual Aggregate Products and Completed Operations
 - ii. Coverages and Terms:
 1. Policy(ies) will apply on a Following Form Basis including Additional Insured Status on the following:
 - a. Commercial General Liability;
 - b. Automobile Liability; and
 - c. Employers Liability Coverage
- (e) **Property Insurance.** The following Limits of Liability, Coverages, and Terms will apply:
- i. Limits of Liability:
 1. Full Replacement Cost of the Gallery Mall, including the Public Access Easement
 2. \$10,000,000 Earthquake Sublimit
 3. \$10,000,000 Flood Sublimit
 - ii. Coverages and Terms:
 1. ISO Special Form or All Risk of Physical Loss
 2. Boiler and Machinery Coverage
 3. No Exclusion for Terroristic Acts
 4. Business Income/Extra Expense
 5. Agreed Amount/No Coinsurance
 6. Debris Removal
 7. Demolition & Increased Cost of Construction

(f) **Builder's Risk.** At all times during which repairs or alterations are being made with respect to the Public Access Easement (other than routine maintenance and repair), the following Limits of Liability, Coverages, and Terms will apply:

i. Limits of Liability:

1. Full Completed Value of the Project

ii. Coverages and Terms:

1. Coverage Must Extend to Materials That Will Become Part of the Completed Project (on-site and off-site) and in Transit.

2. No Exclusion for Terroristic Acts

3. No Exclusion or Restriction for Residential Development or Construction (if applicable).

4. Permission to Occupy Will be Granted

5. Business Income/Extra Expense

6. Soft Costs

7. On & Off-Site Coverage for Materials That Will Become Part of the Gallery Mall, including transit

8. Agreed Amount/No Coinsurance

9. Debris Removal

10. Demolition & Increased Cost of Construction

2. Unit 1E-H Owner's contractors, subcontractors, consultants, subconsultants, and subtenants and subtenant's contractors, subcontractors, consultants, and subconsultants, at their own cost and expense, will provide and maintain in force the types of insurance listed in subparagraphs (a) through (f) below. Unit 1E-H Owner reserves the right to waive or modify subtenant insurance requirements for those subtenants that operate kiosks, carts or other similar non-permanent installations in the common areas of Gallery Mall on a case by case basis in its reasonable discretion, including, without limitation, due to factors such as reasonable availability, and cost of, insurance products; provided that in no event shall coverage limits of liability be less than as follows:

(a) **Workers compensation insurance:** statutorily required amounts;

(b) **Employer's Liability :** \$500,000 for each (i) Bodily Injury Each Accident; (ii) Bodily Injury by Disease- Policy Limit; (iii) Bodily Injury by Disease- Each Employee.

(c) **Commercial General Liability Insurance:** \$500,000 for (i) per occurrence; (ii) general aggregate (restated annually); (iii) products/completed operations aggregate (10 year term); (iv) personal injury and advertising injury per occurrence/annual aggregate;

(d) **Automobile Liability Insurance:** \$500,000 combined single limit for bodily injury (including death) and property.

In the event that Unit 1E-H Owner agrees to waive or modify any subtenants insurance requirements in any way, such waiver or modification shall not limit or reduce Unit 1E-H Owner's or any subtenant's liability to PRA.

(a) **Workers' Compensation and Employer's Liability Insurance** will be provided in accordance with applicable state law. Limits of Liability and Coverages will be as follows:

- i. Workers' Compensation – Applicable Statutory Benefits
- ii. Employer's Liability – Designated Premises Only:
 - 1. \$500,000 Bodily Injury Each Accident
 - 2. \$500,000 Bodily Injury by Disease – Policy Limit and
 - 3. \$500,000 Bodily Injury by Disease – Each Employee

(b) **Commercial General Liability Insurance.** The following Limits of Liability, Coverages, and Terms will apply:

- i. Limit of Liability:
 - 1. \$1,000,000 Per Occurrence
 - 2. \$2,000,000 General Aggregate (Reinstated Annually)
 - 3. \$2,000,000 Products/Completed Operations Aggregate (10 Year Term)

4. \$1,000,000 Personal Injury and Advertising Injury Per Occurrence/Annual Aggregate
 5. \$300,000 Fire Damage Legal Liability
 6. \$10,000 Medical Expense
- ii. Coverages and Terms
1. No Assault and Battery Exclusion
 2. General Aggregate Must Apply Per Location
- (c) **Automobile Liability Insurance.** The Limits of Liability and Coverages will be as follows:
- i. Limit of Liability:
1. \$1,000,000 Combined Single Limit for Bodily Injury (including death) and Property Damage
- ii. Coverages and Terms
1. Applies to any owned, hired and non-owned vehicles
- (d) **Professional Liability.** Where services provided involve inspection, design, consulting and/or other professional services, the following Limit of Liability and Coverages will apply:
- i. Limit of Liability:
1. \$1,000,000 Per Occurrence and Aggregate
- ii. Coverages and Terms:
1. Include Tail Coverage or an Extended Reporting Period for at Least Three Years After Completion
- (e) **Pollution Liability.** Where services provided involve the testing, removal or cleanup of any environmental contaminant or pollutant, the Limits of Liability, Coverages, and Terms will be as follows:
- i. Limit of Liability:

1. \$2,000,000 Per Occurrence
2. \$4,000,000 General Aggregate

ii. Coverages and Terms:

1. Include Tail Coverage or an Extended Reporting Period for at Least Three Years After Completion
2. Coverage for Mold Must be up to the Full Policy Limit of Liability

(f) Excess Liability Insurance. The following Limits of Liability and Coverages will apply:

i. Limit of Liability:

1. \$5,000,000 any one occurrence and general aggregate annually; and
2. \$5,000,000 Annual Aggregate Products and Completed Operations

ii. Coverages and Terms:

1. Policy(ies) will apply on a Following Form Basis including Additional Insured Status on the following:
 - a. Commercial General Liability;
 - b. Automobile Liability; and
 - c. Employers Liability Coverage

SCHEDULE "A"

MALL LEVEL

All that certain parcel of ground situate in the City of Philadelphia, Commonwealth of Pennsylvania, being more particularly bounded and described as follows;

Beginning at a point on the westerly right-of-way line of 8th Street, (50 feet wide), said point being located at the intersection of the westerly right-of-way line of 8th Street (50 feet wide) and the northerly right-of-way line of Market Street (100 feet wide) and extending thence;

1. Extending through the Mall Level of The Gallery, North 78°59'00" West, a distance of 86.554 feet; thence,
2. South 11°01'00" West, a distance of 9.361 feet; thence,
3. North 78°59'00" West, a distance of 15.000 feet; thence,
4. North 11°01'00" East, a distance of 9.361 feet; thence,
5. North 78°59'00" West, a distance of 84.930 feet; thence,
6. South 11°01'00" West, a distance of 9.452 feet; thence,
7. North 78°59'00" West, a distance of 15.000 feet; thence,
8. North 11°01'00" East, a distance of 9.452 feet; thence,
9. North 78°59'00" West, a distance of 129.917 feet; thence,
10. North 11°01'00" East, a distance of 87.785 feet; thence,
11. North 78°59'00" West, a distance of 10.604 feet; thence,
12. North 11°01'00" East, a distance of 5.186 feet; thence,
13. North 33°59'00" West, a distance of 28.283 feet; thence,
14. North 78°59'00" West, a distance of 153.892 feet; thence,
15. North 11°01'00" East, a distance of 15.584 feet; thence,
16. North 78°59'00" West, a distance of 322.320 feet; thence,
17. South 11°01'00" West, a distance of 5.249 feet; thence,
18. North 78°59'00" West, a distance of 269.815 feet; thence,
19. North 33°52'17" West, a distance of 22.573 feet; thence,
20. North 78°59'00" West, a distance of 186.200 feet; thence,
21. South 56°01'00" West, a distance of 24.940 feet; thence,
22. North 78°59'00" West, a distance of 12.201 feet to a point on the westerly right-of-way line of 11th Street (55.781 feet wide); thence,
23. Along said line of 11th Street, North 11°01'00" East, a distance of 40.742 feet; thence,
24. Leaving said line and extending, South 78°59'00" East, a distance of 75.829 feet; thence,
25. North 11°01'00" East, a distance of 9.774 feet; thence,
26. South 78°59'00" East, a distance of 134.725 feet; thence,
27. North 11°01'00" East, a distance of 23.120 feet; thence,
28. South 78°59'00" East, a distance of 53.994 feet; thence,
29. South 10°49'38" West, a distance of 7.353 feet; thence,
30. South 37°18'19" East, a distance of 12.981 feet; thence,
31. South 78°59'00" East, a distance of 227.514 feet; thence,
32. South 11°01'00" West, a distance of 6.396 feet; thence,
33. South 78°59'00" East, a distance of 449.115 feet; thence,
34. North 11°01'00" East, a distance of 5.108 feet; thence,

35. South 78°59'00" East, a distance of 93.137 feet; thence,
36. South 11°21'00" West, a distance of 148.279 feet; thence,
37. South 78°59'00" East, a distance of 297.000 feet to a point on the aforementioned westerly right-of-way line of 8th Street; thence,
38. Along said line of 8th Street, South 11°21'00" West, a distance of 29.750 feet to the first mentioned point and place of beginning.

Containing 1.492 acres, more or less.

The above described area beginning at the top of the structural slab of the Mall Level, and extending upwards to the top of the structural slab of the Street Level.

**STREET LEVEL
801 MARKET SECTION**

All that certain parcel of ground situate in the City of Philadelphia, Commonwealth of Pennsylvania, being more particularly bounded and described as follows;

Beginning at a point located North 78°59'00" West, a distance of 113.787 feet from the intersection of the westerly right-of-way line of 8th Street (55.781 feet wide) and the northerly right-of-way line of Market Street (100 feet wide) and extending thence;

1. Along said northerly line of Market Street, North 78°59'00" West, a distance of 15.000 feet; thence,
2. Leaving said line and extending, North 11°01'00" East, a distance of 2.661 feet; thence,
3. North 78°59'00" West, a distance of 32.500 feet; thence,
4. North 11°01'00" East, a distance of 15.000 feet; thence,
5. South 78°59'00" East, a distance of 80.000 feet; thence,
6. South 11°01'00" West, a distance of 15.000 feet; thence,
7. North 78°59'00" West, a distance of 32.500 feet; thence,
8. South 11°01'00" West, a distance of 2.661 feet to the first mentioned point and place of beginning.

Containing 0.028 acres, more or less.

The above described area beginning at the top of the structural slab of the Street Level, and extending upwards to the bottom of the structural slab of the Second Level.

**STREET LEVEL
GALLERY I EAST SECTION**

Il that certain parcel of ground situate in the City of Philadelphia, Commonwealth of Pennsylvania, being more particularly bounded and described as follows;

Beginning at a point on the easterly right-of-way line of 9th Street (55.781 feet wide), said point being located North 11°01'00" East, a distance of 128.169 feet from the intersection of the

easterly right-of-way line of 9th Street (55.781 feet wide) and the northerly right-of-way line of Market Street (100 feet wide), and extending thence;

1. Along said easterly line of 9th Street, North 11°01'00" East, a distance of 62.000 feet; thence,
2. South 78°59'00" East, a distance of 31.000 feet; thence,
3. South 11°01'00" West, a distance of 62.000 feet; thence,
4. North 78°59'00" West, a distance of 31.000 feet to the to the first mentioned point and place of beginning.

Containing 0.044 acres, more or less.

The above described area beginning at the top of the structural slab of the Street Level, and extending upwards to the bottom of the structural slab of the Second Level.

STREET LEVEL GALLERY I WEST SECTION

All that certain parcel of ground situate in the City of Philadelphia, Commonwealth of Pennsylvania, being more particularly bounded and described as follows;

Beginning at a point on the northerly right-of-way line of Market Street (100 feet wide), said point being located North 78°59'00" West, a distance of 13.803 feet from the intersection of the westerly right-of-way line of 9th Street (55.781 feet wide) and the northerly right-of-way line of Market Street (100 feet wide), and extending thence;

1. Along said northerly line of Market Street, North 78°59'00" West, a distance of 15.567 feet; thence,
2. North 04°29'43" West, a distance of 46.278 feet; thence,
3. North 11°01'00" East, a distance of 10.316 feet; thence,
4. North 78°59'00" West, a distance of 26.153 feet; thence,
5. North 11°01'00" East, a distance of 74.500 feet; thence,
6. North 78°59'00" West, a distance of 13.600 feet; thence,
7. North 11°01'00" East, a distance of 51.008 feet; thence,
8. South 78°59'00" East, a distance of 67.861 feet; thence,
9. South 11°01'00" West, a distance of 16.771 feet; thence,
10. South 78°59'00" East, a distance of 13.638 feet to a point on the westerly right-of-way line of 9th Street; thence,
11. Along said line of 9th Street, South 11°01'00" West, a distance of 80.987 feet; thence,
12. Leaving said line and extending, North 78°59'00" West, a distance of 26.747 feet; thence,
13. South 11°01'00" West, a distance of 36.023 feet; thence,
14. South 04°29'43" East, a distance of 48.398 feet to the first mentioned point and place of beginning.

Containing 0.209 acres, more or less.

The above described area beginning at the top of the structural slab of the Street Level, and extending upwards to the bottom of the structural slab of the Second Level.

**STREET LEVEL
GALLERY II WEST SECTION**

All that certain parcel of ground situate in the City of Philadelphia, Commonwealth of Pennsylvania, being more particularly bounded and described as follows;

Beginning at a point on the westerly right-of-way line of 10th Street, (55.781 feet wide), said point being located North 11°01'00" East, a distance of 130.738 feet from the intersection of said westerly right-of-way line of 10th Street and the northerly right-of-way line of Market Street (100 feet wide) and extending thence;

1. Leaving said line and extending North 78°59'00" West, a distance of 95.042 feet; thence,
2. North 11°01'00" East, a distance of 49.264 feet; thence,
3. South 78°59'00" East, a distance of 80.534 feet; thence,
4. South 11°01'00" West, a distance of 21.349 feet; thence,
5. South 78°59'00" East, a distance of 14.508 feet to a point on the westerly right-of-way line of 10th Street; thence,
6. Along said line of 10th Street, South 11°01'00" West, a distance of 27.915 feet to the first mentioned point and place of beginning.

Containing 0.100 acres, more or less.

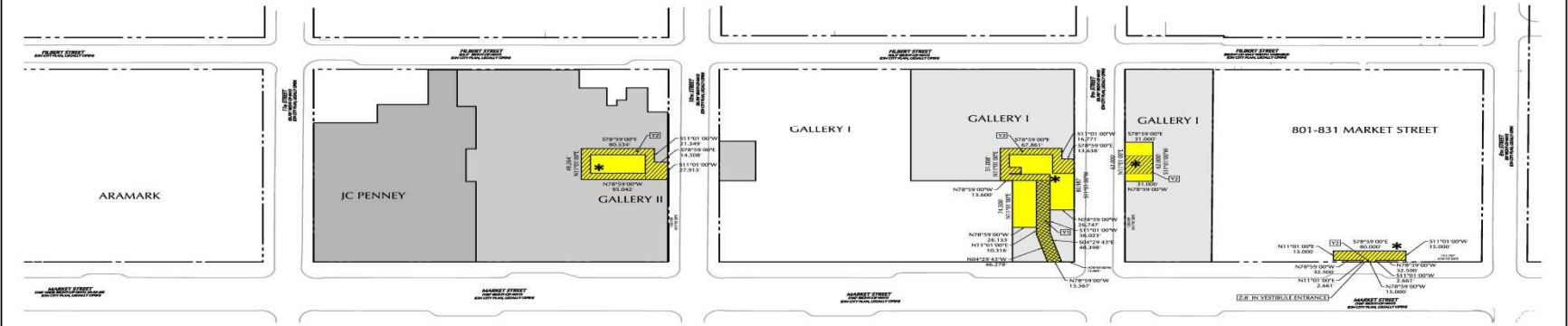
The above described area beginning at the top of the structural slab of the Street Level, and extending upwards to the bottom of the structural slab of the Second Level.



| EASEMENT LEGEND | |
|-----------------|--|
| * | ACCESS THROUGH EASEMENT AREA AT OR NEAR THE DESIGNATED LOCATIONS |
| ■ | PUBLIC ACCESS AREA (AS MAY BE MODIFIED IN ACCORDANCE WITH THE PUBLIC ACCESS EASEMENT) |
| ▨ | (Y2) - MINIMUM 10-FOOT WIDE EASEMENT AREA (AS MAY BE MODIFIED IN ACCORDANCE WITH THE PUBLIC ACCESS EASEMENT) |
| ▩ | (Y1) - MINIMUM 15-FOOT WIDE EASEMENT AREA (AS MAY BE MODIFIED IN ACCORDANCE WITH THE PUBLIC ACCESS EASEMENT) |

| BUILDING LEGEND | |
|-----------------|------------|
| ■ | JC PENNEY |
| ■ | GALLERY II |
| ■ | GALLERY I |

- GENERAL NOTES:**
1. DRAWINGS ARE BASED UPON THE 2010 GENERAL RECORDS.
 2. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
 3. DIMENSIONS OF ALL CONCRETE ELEMENTS AND METAL CONNECTIONS ARE TO FACE UNLESS OTHERWISE NOTED.
 4. DIMENSIONS OF ALL METAL CONNECTIONS ARE TO FACE UNLESS OTHERWISE NOTED.
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REASONABLE DIRECTIONAL SIGNAGE TO PEDESTRIANS FOR GENERAL ORIENTATION AS WELL AS TO LOCATE SUBTERRANEAN TRANSPORTATION, SURFACE TRANSPORTATION AND PA CONVENTION CENTER TO BE PROVIDED IN ACCORDANCE WITH THE ACCESS EASEMENT AGREEMENT



| Date | Description | No. |
|-----------|-------------|-----|
| REVISIONS | | |

SHAUN F. HODGINS DATE SIGNED
 PROFESSIONAL LAND SURVEYOR P.A.
 LICENSE No. SU-051088-E



Project
THE GALLERY
 CITY OF PHILADELPHIA
 PHILADELPHIA COUNTY
 PENNSYLVANIA

Drawing Title
**EASEMENT AREAS
 (STREET LEVEL)**

Project No.
 2006-0059
 Date
 13 APRIL 2013
 Scale
 1"=40'
 Drawn By
 SP/NOO
 Checked By
 SP/1

Drawing No.
VB-802

SCHEDULE "B"

STREET LEVEL 801 MARKET SECTION

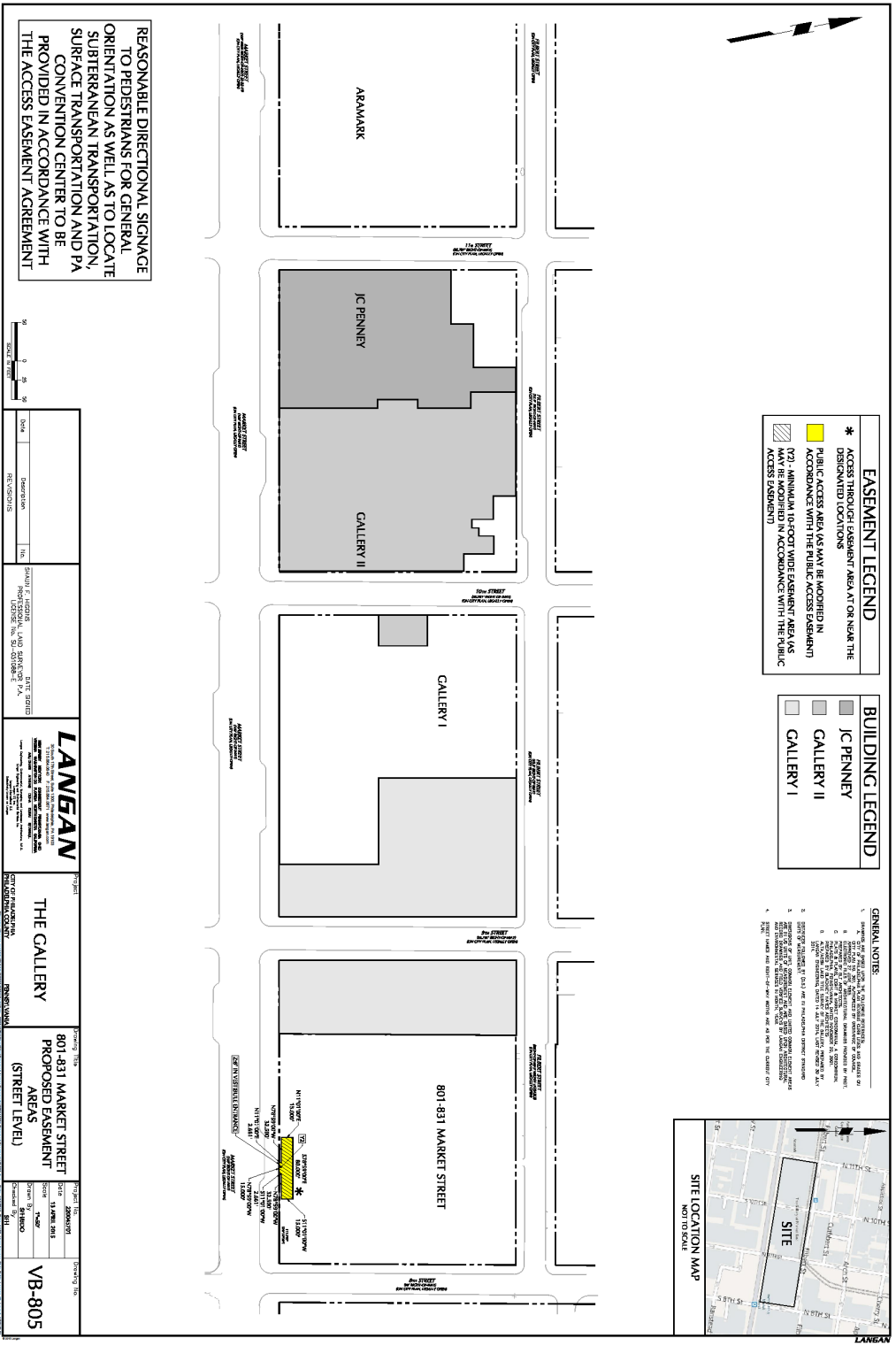
All that certain parcel of ground situate in the City of Philadelphia, Commonwealth of Pennsylvania, being more particularly bounded and described as follows;

Beginning at a point located North 78°59'00" West, a distance of 113.787 feet from the intersection of the westerly right-of-way line of 8th Street (55.781 feet wide) and the northerly right-of-way line of Market Street (100 feet wide) and extending thence;

9. Along said northerly line of Market Street, North 78°59'00" West, a distance of 15.000 feet; thence,
10. Leaving said line and extending, North 11°01'00" East, a distance of 2.661 feet; thence,
11. North 78°59'00" West, a distance of 32.500 feet; thence,
12. North 11°01'00" East, a distance of 15.000 feet; thence,
13. South 78°59'00" East, a distance of 80.000 feet; thence,
14. South 11°01'00" West, a distance of 15.000 feet; thence,
15. North 78°59'00" West, a distance of 32.500 feet; thence,
16. South 11°01'00" West, a distance of 2.661 feet to the first mentioned point and place of beginning.

Containing 0.028 acres, more or less.

The above described area beginning at the top of the structural slab of the Street Level, and extending upwards to the bottom of the structural slab of the Second Level.



EASEMENT LEGEND

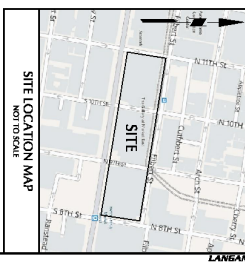
- * ACCESS THROUGH EASEMENT AREA AT OR NEAR THE DESIGNATED LOCATIONS
- PUBLIC ACCESS AREA (AS MAY BE MODIFIED IN ACCORDANCE WITH THE PUBLIC ACCESS EASEMENT)
- 10' - MINIMUM 10-FOOT WIDE EASEMENT AREA (AS MAY BE MODIFIED IN ACCORDANCE WITH THE PUBLIC ACCESS EASEMENT)

BUILDING LEGEND

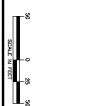
- J.C. PENNEY
- GALLERY II
- GALLERY I

GENERAL NOTES:

1. GENERAL NOTES: SEE ALL NOTES ON SHEETS 101-104.
2. ALL DIMENSIONS ARE IN FEET AND INCHES.
3. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
4. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
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10. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.



REASONABLE DIRECTIONAL SIGNAGE TO PEDESTRIANS FOR GENERAL ORIENTATION AS WELL AS TO LOCATE SUBTERRANEAN TRANSPORTATION, SURFACE TRANSPORTATION AND PA CONVENTION CENTER TO BE PROVIDED IN ACCORDANCE WITH THE ACCESS EASEMENT AGREEMENT



| NO. | DESCRIPTION | DATE |
|-----|-------------|-----------|
| 1 | PRELIMINARY | 10/1/2010 |
| 2 | REVISED | 10/1/2010 |
| 3 | REVISED | 10/1/2010 |
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STANLEY F. HUGHES PROFESSIONAL LAND SURVEYORS P.A. DATE: 08/11/2010

LANGAN CONSULTING ENGINEERS, INC. 1000 W. 10TH STREET, SUITE 1000 DENVER, CO 80202-1000 TEL: 303.733.8800 FAX: 303.733.8801 WWW.LANGAN.COM

THE GALLERY PROJECT

801-831 MARKET STREET PROPOSED EASEMENT AREAS (STREET LEVEL)

VB-805

EXHIBIT 9.2.1

Description of Entire Redevelopment Project

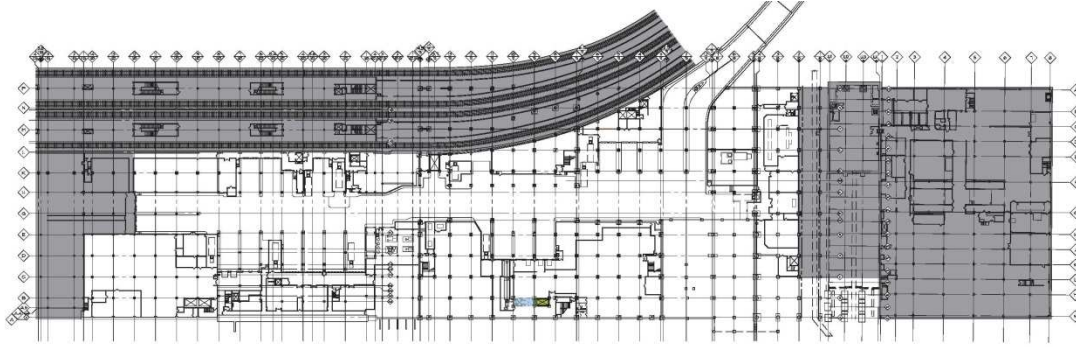
The Entire Redevelopment Project consists of the comprehensive redevelopment of the Gallery Mall, 907 Market Property and portions of the Strawbridge Department Store Unit as more particularly described in the Approved Plans attached hereto, incorporated herein and further described as the plans for The Gallery dated April 8, 2015 (Schedule A to Exhibit 9.2.1) sheets 1 through 33, and generally consistent with the budget listed below. Line items and amounts contained in the budget are indicative and may vary, but in no event may the Entire Redevelopment Project cost less than \$300,000,000.

Elements of the Entire Redevelopment Project include the following, without limitation.

- A major renovation of the exterior facades, entrances, hardscape/landscape, interior common area, vertical transportation, public restrooms and amenities, graphics and signage.
- The complex system of elevators and escalators will be reconfigured to optimize access and visibility for in-line tenants and anchor stores. On the corner of Market and 9th Streets, a new monolithic glass-walled entry will welcome guests with panoramic views of the central city, and more importantly, provide transparency from the street into the project interior.
- Flooring, bulkhead and ceiling surfaces will be replaced or refinished in a lighter, brighter contemporary palette, bulky railings replaced with glass, and state of the art lighting installed.

- The exterior will provide connectivity to the street and re-engage pedestrian activity with new streetscape, canopies and elegant accessible storefronts. Architectural textured grillages and screening will relieve the existing blank expanses of the facades and integrate a system of dynamic large-scale high tech signage and graphics.

| Budget Line Item | Amount |
|--|-------------------|
| Hard Costs: | |
| General Construction | 140,300,000 |
| Tenant Work | 90,300,000 |
| Furniture, Fixtures, Equipment, Other Hard Costs | 27,400,000 |
| Contingency | <u>17,000,000</u> |
| Total Hard Costs | \$275,000,000 |
| Soft Costs: | |
| Design & Engineering | 10,400,000 |
| Leasing, legal, insurance, taxes, fees, misc | 14,000,000 |
| Developer's Fees and Costs | 19,800,000 |
| Financing Fees & Construction Interest | <u>5,800,000</u> |
| Total Soft Costs | \$50,000,000 |
| Total Costs | \$325,000,000 |



A change from the following guidelines will require approval by the LL.

FINISHES

The Landlord approves the following exterior finishes for the exterior wall:

- Glass
- Metal panel
- Stone
- Brick
- Terra cotta

[Along Market Street, the improved area is noted on Sheet 6 of this schedule. A minimum of 50% of this area will be included in the project.] TBD BASED ON FINAL SIZE OF PROJECT

INTERCONNECTION

LL and T desire to maximize the interconnection between the interior and exterior of the Project through transparency and entry points.

ACCESS POINTS

To achieve these goals, T will be obligated to the following entry points into either the mall or directly into a leased space.

- Market Street – a minimum of two per block for the 800 and 1000 block either into the mall or directly into leased space
- Market Street – a minimum of one into the mall and one into the a leased space for the 900 block
- Filbert Street – a minimum of one per block for the 800 and 900 blocks into the mall or leased space. No entrances will be required on the 1000 block.
- 9th Street between Market and Filbert – one entry point into the mall will be required on each side of the street.
- 10th Street between Market and Filbert – one entry point into the mall will be required on each side of the street.

TRANSPARENCY

Along Market Street, the glass area is noted on Sheet 6 of this schedule. A minimum of 50% of this glass area will allow visibility into the store space beyond.

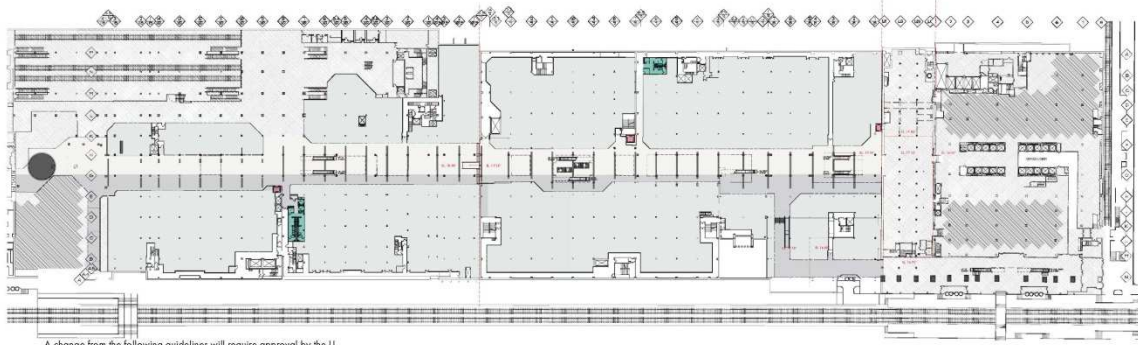
Along Filbert Street and 9th and 10th Streets between Market Street and Filbert Street, a minimum of 50% of the area noted as glass on Sheet 6 of this schedule will allow visibility into the store space beyond.

EASEMENT AND ACCESS AREA

T agrees to operate the Property as a First Class Mixed Use Retail Center. LL desires to ensure the volumetric connections in the areas depicted on Exhibit 5.2.1 of the lease and protect the easement area by requiring

T to provide:

- A durable architectural floor material
- Adequate lighting both natural and artificial
- Appropriate directional signage to public transit



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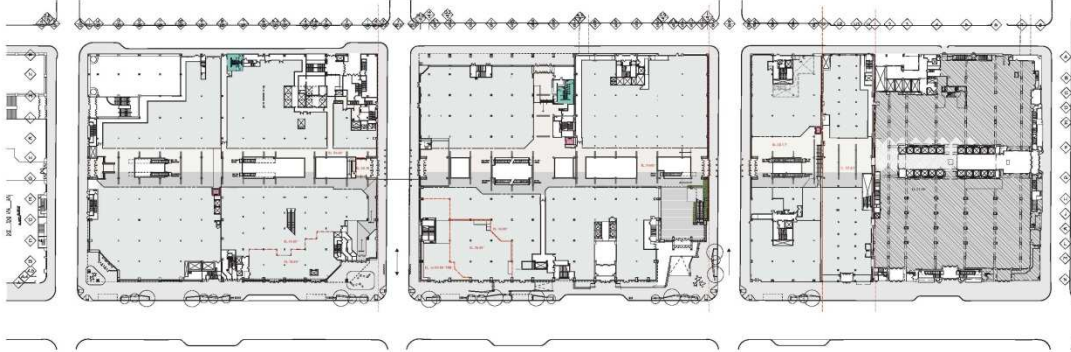
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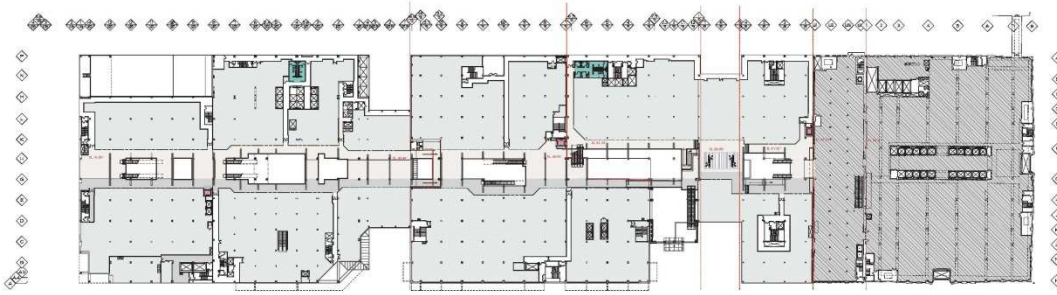
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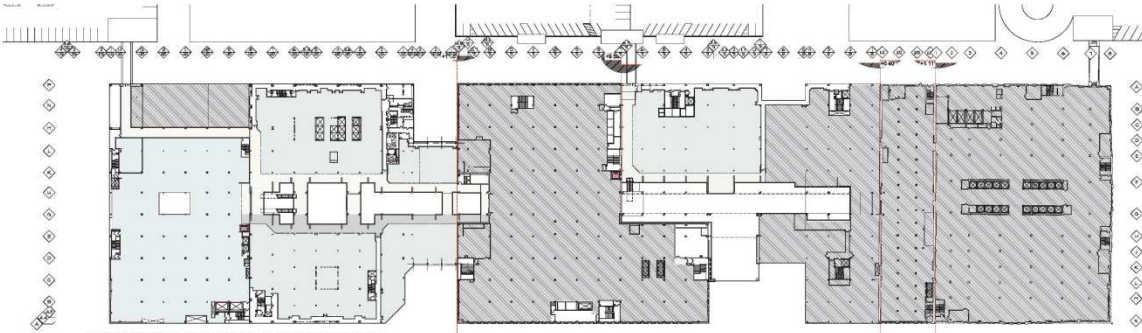
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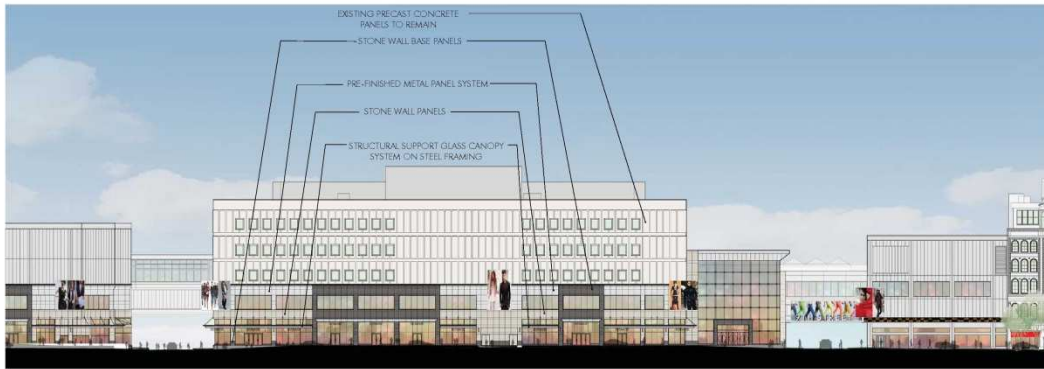
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MARKET STREET ELEVATION

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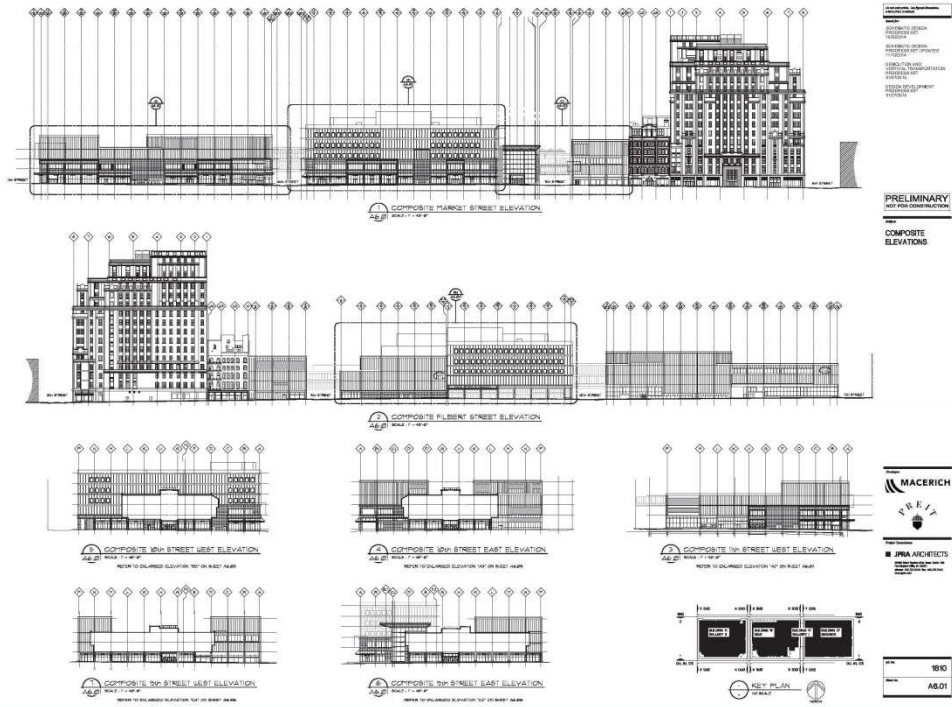
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KEY PLAN

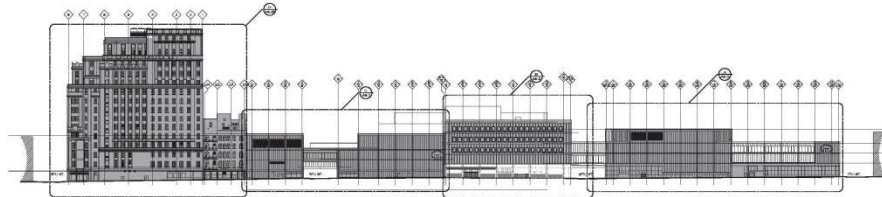






PROJECT NO. 10-00000000
 PROJECT NAME
 PROJECT ADDRESS
 PROJECT CITY
 PROJECT STATE
 PROJECT ZIP
 PROJECT CLIENT
 PROJECT DATE

PRELIMINARY
 NOT FOR CONSTRUCTION
COMPOSITE
FILBERT STREET
ELEVATION



COMPOSITE FILBERT STREET ELEVATION



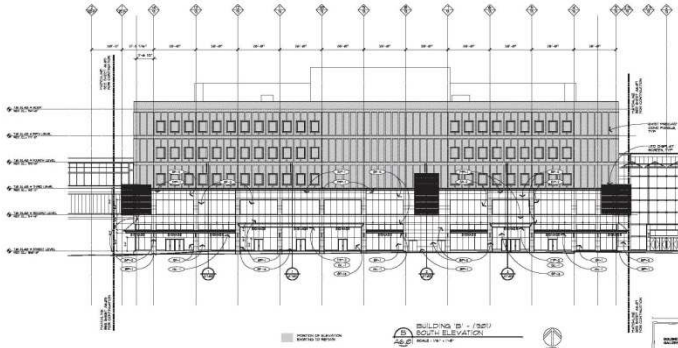
KEY PLAN

| | |
|-------|-------|
| DATE | 8/10 |
| SCALE | A8.00 |

1. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE IBC AND ALL APPLICABLE LOCAL, STATE AND FEDERAL CODES.
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| EXTERIOR MATERIAL LIST | |
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| 1. 1/2" THICK POLISHED CONCRETE | 2. 1/2" THICK POLISHED CONCRETE |
| 3. 1/2" THICK POLISHED CONCRETE | 4. 1/2" THICK POLISHED CONCRETE |
| 5. 1/2" THICK POLISHED CONCRETE | 6. 1/2" THICK POLISHED CONCRETE |
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PRELIMINARY
 PARTIAL MARKET STREET ELEVATION
 Building B 003



MACERICH
 ARCHITECTS
 1000 MARKET STREET
 SUITE 1000
 PHOENIX, AZ 85004

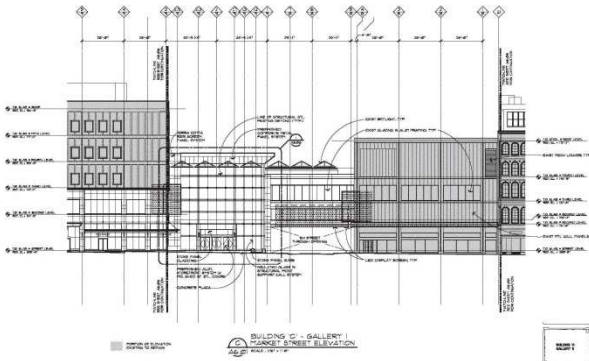
9810
 AB.06

1. ALL DIMENSIONS UNLESS OTHERWISE NOTED
 2. ALL DIMENSIONS TO FACE UNLESS OTHERWISE NOTED
 3. ALL DIMENSIONS TO CENTERLINE UNLESS OTHERWISE NOTED
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| EXTERIOR MATERIAL LIST | |
|------------------------|------------------------------|
| CE-01 | CONCRETE |
| CE-02 | BRICK |
| CE-03 | GLAZED ALUMINUM CURTAIN WALL |
| CE-04 | GLAZED ALUMINUM CURTAIN WALL |
| CE-05 | GLAZED ALUMINUM CURTAIN WALL |
| CE-06 | GLAZED ALUMINUM CURTAIN WALL |
| CE-07 | GLAZED ALUMINUM CURTAIN WALL |
| CE-08 | GLAZED ALUMINUM CURTAIN WALL |
| CE-09 | GLAZED ALUMINUM CURTAIN WALL |
| CE-10 | GLAZED ALUMINUM CURTAIN WALL |

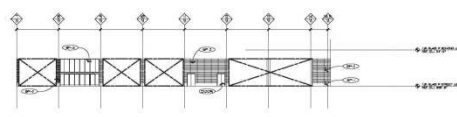
PRELIMINARY
 NOT FOR CONSTRUCTION

PARTIAL MARKET STREET ELEVATION
 Building C (Gallery 0)

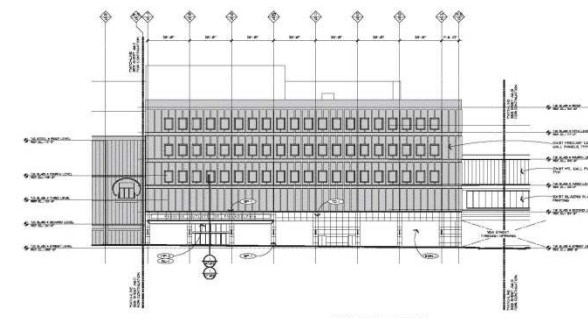


| | |
|------|-------|
| NO. | 810 |
| DATE | 08.07 |

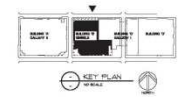
| EXTERIOR MATERIAL LIST | |
|------------------------|-----------------------------------|
| CE-01 | EXTERIOR WALLS - CONCRETE |
| CE-02 | EXTERIOR WALLS - BRICK |
| CE-03 | EXTERIOR WALLS - STONE |
| CE-04 | EXTERIOR WALLS - METAL PANELS |
| CE-05 | EXTERIOR WALLS - GLASS |
| CE-06 | EXTERIOR WALLS - TERRAZZO |
| CE-07 | EXTERIOR WALLS - CERAMIC TILE |
| CE-08 | EXTERIOR WALLS - POLYMER CONCRETE |
| CE-09 | EXTERIOR WALLS - COMPOSITE PANELS |
| CE-10 | EXTERIOR WALLS - CLADDING |
| CE-11 | EXTERIOR WALLS - MASONRY |
| CE-12 | EXTERIOR WALLS - CONCRETE BLOCK |
| CE-13 | EXTERIOR WALLS - BRICK |
| CE-14 | EXTERIOR WALLS - STONE |
| CE-15 | EXTERIOR WALLS - METAL PANELS |
| CE-16 | EXTERIOR WALLS - GLASS |
| CE-17 | EXTERIOR WALLS - TERRAZZO |
| CE-18 | EXTERIOR WALLS - CERAMIC TILE |
| CE-19 | EXTERIOR WALLS - POLYMER CONCRETE |
| CE-20 | EXTERIOR WALLS - COMPOSITE PANELS |
| CE-21 | EXTERIOR WALLS - CLADDING |
| CE-22 | EXTERIOR WALLS - MASONRY |
| CE-23 | EXTERIOR WALLS - CONCRETE BLOCK |
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| CE-25 | EXTERIOR WALLS - STONE |
| CE-26 | EXTERIOR WALLS - METAL PANELS |
| CE-27 | EXTERIOR WALLS - GLASS |
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| CE-29 | EXTERIOR WALLS - CERAMIC TILE |
| CE-30 | EXTERIOR WALLS - POLYMER CONCRETE |
| CE-31 | EXTERIOR WALLS - COMPOSITE PANELS |
| CE-32 | EXTERIOR WALLS - CLADDING |
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| CE-48 | EXTERIOR WALLS - METAL PANELS |
| CE-49 | EXTERIOR WALLS - GLASS |
| CE-50 | EXTERIOR WALLS - TERRAZZO |
| CE-51 | EXTERIOR WALLS - CERAMIC TILE |
| CE-52 | EXTERIOR WALLS - POLYMER CONCRETE |
| CE-53 | EXTERIOR WALLS - COMPOSITE PANELS |
| CE-54 | EXTERIOR WALLS - CLADDING |
| CE-55 | EXTERIOR WALLS - MASONRY |
| CE-56 | EXTERIOR WALLS - CONCRETE BLOCK |
| CE-57 | EXTERIOR WALLS - BRICK |
| CE-58 | EXTERIOR WALLS - STONE |
| CE-59 | EXTERIOR WALLS - METAL PANELS |
| CE-60 | EXTERIOR WALLS - GLASS |
| CE-61 | EXTERIOR WALLS - TERRAZZO |
| CE-62 | EXTERIOR WALLS - CERAMIC TILE |
| CE-63 | EXTERIOR WALLS - POLYMER CONCRETE |
| CE-64 | EXTERIOR WALLS - COMPOSITE PANELS |
| CE-65 | EXTERIOR WALLS - CLADDING |
| CE-66 | EXTERIOR WALLS - MASONRY |
| CE-67 | EXTERIOR WALLS - CONCRETE BLOCK |
| CE-68 | EXTERIOR WALLS - BRICK |
| CE-69 | EXTERIOR WALLS - STONE |
| CE-70 | EXTERIOR WALLS - METAL PANELS |
| CE-71 | EXTERIOR WALLS - GLASS |
| CE-72 | EXTERIOR WALLS - TERRAZZO |
| CE-73 | EXTERIOR WALLS - CERAMIC TILE |
| CE-74 | EXTERIOR WALLS - POLYMER CONCRETE |
| CE-75 | EXTERIOR WALLS - COMPOSITE PANELS |
| CE-76 | EXTERIOR WALLS - CLADDING |
| CE-77 | EXTERIOR WALLS - MASONRY |
| CE-78 | EXTERIOR WALLS - CONCRETE BLOCK |
| CE-79 | EXTERIOR WALLS - BRICK |
| CE-80 | EXTERIOR WALLS - STONE |
| CE-81 | EXTERIOR WALLS - METAL PANELS |
| CE-82 | EXTERIOR WALLS - GLASS |
| CE-83 | EXTERIOR WALLS - TERRAZZO |
| CE-84 | EXTERIOR WALLS - CERAMIC TILE |
| CE-85 | EXTERIOR WALLS - POLYMER CONCRETE |
| CE-86 | EXTERIOR WALLS - COMPOSITE PANELS |
| CE-87 | EXTERIOR WALLS - CLADDING |
| CE-88 | EXTERIOR WALLS - MASONRY |
| CE-89 | EXTERIOR WALLS - CONCRETE BLOCK |
| CE-90 | EXTERIOR WALLS - BRICK |
| CE-91 | EXTERIOR WALLS - STONE |
| CE-92 | EXTERIOR WALLS - METAL PANELS |
| CE-93 | EXTERIOR WALLS - GLASS |
| CE-94 | EXTERIOR WALLS - TERRAZZO |
| CE-95 | EXTERIOR WALLS - CERAMIC TILE |
| CE-96 | EXTERIOR WALLS - POLYMER CONCRETE |
| CE-97 | EXTERIOR WALLS - COMPOSITE PANELS |
| CE-98 | EXTERIOR WALLS - CLADDING |
| CE-99 | EXTERIOR WALLS - MASONRY |
| CE-100 | EXTERIOR WALLS - CONCRETE BLOCK |



BUILDING B - GIMBELS
BLINDING STREET ELEVATION AT ENTRY
A&P 04/08/15



BUILDING B - GIMBELS
BLINDING STREET ELEVATION
A&P 04/08/15



KEY PLAN
A&P 04/08/15

REVISIONS

| | | |
|-----|----------|--------------------|
| NO. | DATE | DESCRIPTION |
| 1 | 04/08/15 | ISSUED FOR PERMITS |
| 2 | 04/08/15 | ISSUED FOR PERMITS |
| 3 | 04/08/15 | ISSUED FOR PERMITS |
| 4 | 04/08/15 | ISSUED FOR PERMITS |
| 5 | 04/08/15 | ISSUED FOR PERMITS |
| 6 | 04/08/15 | ISSUED FOR PERMITS |
| 7 | 04/08/15 | ISSUED FOR PERMITS |
| 8 | 04/08/15 | ISSUED FOR PERMITS |
| 9 | 04/08/15 | ISSUED FOR PERMITS |
| 10 | 04/08/15 | ISSUED FOR PERMITS |

PRELIMINARY
NOT FOR CONSTRUCTION

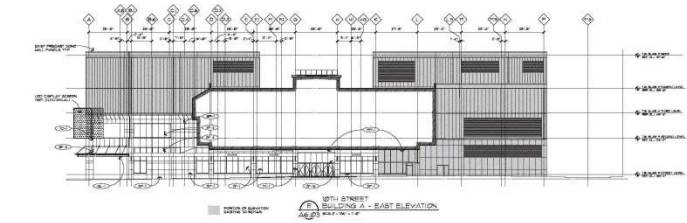
PARTIAL
BLINDING STREET
ELEVATION
Building B 003

MACERICH

JPRA ARCHITECTS

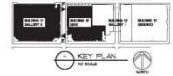
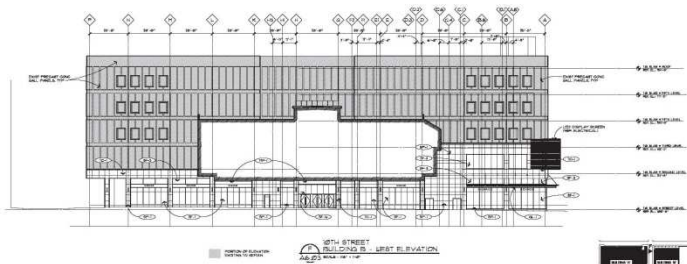
| EXTERIOR MATERIAL LIST | |
|------------------------|---------------------------------|
| CE-01 | CONCRETE |
| CE-02 | BRICK |
| CE-03 | GLAZED ALUMINUM CURTAIN WALL |
| CE-04 | GLAZED ALUMINUM WINDOW |
| CE-05 | GLAZED ALUMINUM DOOR |
| CE-06 | GLAZED ALUMINUM PARTITION |
| CE-07 | GLAZED ALUMINUM RAILING |
| CE-08 | GLAZED ALUMINUM BALCONY RAILING |
| CE-09 | GLAZED ALUMINUM SIGNAGE |
| CE-10 | GLAZED ALUMINUM LIGHT FIXTURE |
| CE-11 | GLAZED ALUMINUM VENT |
| CE-12 | GLAZED ALUMINUM ROOF |
| CE-13 | GLAZED ALUMINUM FLOOR |
| CE-14 | GLAZED ALUMINUM WALL |
| CE-15 | GLAZED ALUMINUM CEILING |
| CE-16 | GLAZED ALUMINUM STAIR |
| CE-17 | GLAZED ALUMINUM ELEVATOR |
| CE-18 | GLAZED ALUMINUM MECHANICAL |
| CE-19 | GLAZED ALUMINUM ELECTRICAL |
| CE-20 | GLAZED ALUMINUM TELEPHONE |
| CE-21 | GLAZED ALUMINUM DATA |
| CE-22 | GLAZED ALUMINUM CABLE |
| CE-23 | GLAZED ALUMINUM FIBER |
| CE-24 | GLAZED ALUMINUM RAIN |
| CE-25 | GLAZED ALUMINUM WIND |
| CE-26 | GLAZED ALUMINUM HAIL |
| CE-27 | GLAZED ALUMINUM BURN |
| CE-28 | GLAZED ALUMINUM COLLISION |
| CE-29 | GLAZED ALUMINUM SOUND |
| CE-30 | GLAZED ALUMINUM VIBRATION |
| CE-31 | GLAZED ALUMINUM AIR |
| CE-32 | GLAZED ALUMINUM DUST |
| CE-33 | GLAZED ALUMINUM INSECT |
| CE-34 | GLAZED ALUMINUM BIRD |
| CE-35 | GLAZED ALUMINUM DEBRIS |
| CE-36 | GLAZED ALUMINUM LIQUID |
| CE-37 | GLAZED ALUMINUM SOLID |
| CE-38 | GLAZED ALUMINUM GASEOUS |
| CE-39 | GLAZED ALUMINUM PLASMA |
| CE-40 | GLAZED ALUMINUM RADIATION |
| CE-41 | GLAZED ALUMINUM GRAVITATIONAL |
| CE-42 | GLAZED ALUMINUM ELECTROMAGNETIC |
| CE-43 | GLAZED ALUMINUM NUCLEAR |
| CE-44 | GLAZED ALUMINUM COSMIC |
| CE-45 | GLAZED ALUMINUM PARTICULATE |
| CE-46 | GLAZED ALUMINUM BIOLOGICAL |
| CE-47 | GLAZED ALUMINUM CHEMICAL |
| CE-48 | GLAZED ALUMINUM PHYSICAL |
| CE-49 | GLAZED ALUMINUM MECHANICAL |
| CE-50 | GLAZED ALUMINUM ELECTRICAL |
| CE-51 | GLAZED ALUMINUM TELEPHONE |
| CE-52 | GLAZED ALUMINUM DATA |
| CE-53 | GLAZED ALUMINUM CABLE |
| CE-54 | GLAZED ALUMINUM FIBER |
| CE-55 | GLAZED ALUMINUM RAIN |
| CE-56 | GLAZED ALUMINUM WIND |
| CE-57 | GLAZED ALUMINUM HAIL |
| CE-58 | GLAZED ALUMINUM BURN |
| CE-59 | GLAZED ALUMINUM COLLISION |
| CE-60 | GLAZED ALUMINUM SOUND |
| CE-61 | GLAZED ALUMINUM VIBRATION |
| CE-62 | GLAZED ALUMINUM AIR |
| CE-63 | GLAZED ALUMINUM DUST |
| CE-64 | GLAZED ALUMINUM INSECT |
| CE-65 | GLAZED ALUMINUM BIRD |
| CE-66 | GLAZED ALUMINUM DEBRIS |
| CE-67 | GLAZED ALUMINUM LIQUID |
| CE-68 | GLAZED ALUMINUM SOLID |
| CE-69 | GLAZED ALUMINUM GASEOUS |
| CE-70 | GLAZED ALUMINUM PLASMA |
| CE-71 | GLAZED ALUMINUM RADIATION |
| CE-72 | GLAZED ALUMINUM GRAVITATIONAL |
| CE-73 | GLAZED ALUMINUM ELECTROMAGNETIC |
| CE-74 | GLAZED ALUMINUM NUCLEAR |
| CE-75 | GLAZED ALUMINUM COSMIC |
| CE-76 | GLAZED ALUMINUM PARTICULATE |
| CE-77 | GLAZED ALUMINUM BIOLOGICAL |
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| CE-79 | GLAZED ALUMINUM PHYSICAL |
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| CE-81 | GLAZED ALUMINUM ELECTRICAL |
| CE-82 | GLAZED ALUMINUM TELEPHONE |
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| CE-84 | GLAZED ALUMINUM CABLE |
| CE-85 | GLAZED ALUMINUM FIBER |
| CE-86 | GLAZED ALUMINUM RAIN |
| CE-87 | GLAZED ALUMINUM WIND |
| CE-88 | GLAZED ALUMINUM HAIL |
| CE-89 | GLAZED ALUMINUM BURN |
| CE-90 | GLAZED ALUMINUM COLLISION |
| CE-91 | GLAZED ALUMINUM SOUND |
| CE-92 | GLAZED ALUMINUM VIBRATION |
| CE-93 | GLAZED ALUMINUM AIR |
| CE-94 | GLAZED ALUMINUM DUST |
| CE-95 | GLAZED ALUMINUM INSECT |
| CE-96 | GLAZED ALUMINUM BIRD |
| CE-97 | GLAZED ALUMINUM DEBRIS |
| CE-98 | GLAZED ALUMINUM LIQUID |
| CE-99 | GLAZED ALUMINUM SOLID |
| CE-100 | GLAZED ALUMINUM GASEOUS |

| REVISIONS | | |
|-----------|------------|-------------------------|
| NO. | DATE | DESCRIPTION |
| 1 | 04/08/2015 | ISSUED FOR PERMIT |
| 2 | 04/08/2015 | ISSUED FOR CONSTRUCTION |



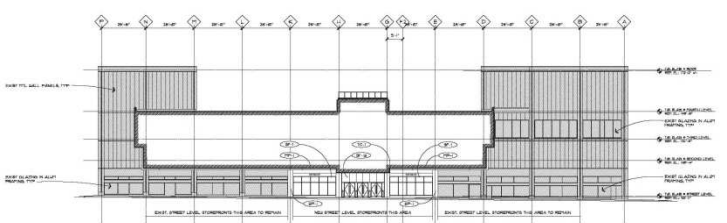
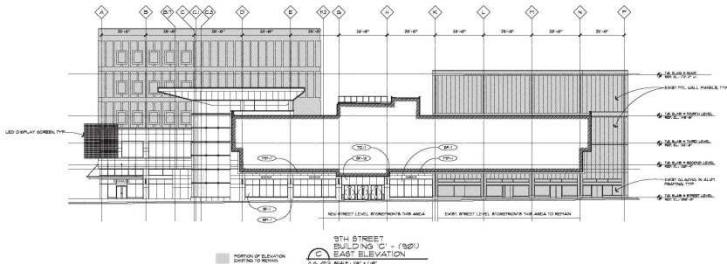
PRELIMINARY
NOT FOR CONSTRUCTION

10TH STREET WEST ELEVATION
Building B (Grids A & B)
EAST ELEVATION
Building A (Gallery D)



| | |
|------|------------|
| NO. | 180 |
| DATE | 04/08/2015 |

| EXTENSION MATERIAL LIST | | | |
|-------------------------|-----------------------------------|---|-----------------------------|
| ① | STAINLESS STEEL PANELS (VERTICAL) | ② | ALUMINUM PANELS IN ALUMINUM |
| ② | ALUMINUM PANELS (VERTICAL) | ③ | ALUMINUM PANELS IN ALUMINUM |
| ③ | ALUMINUM PANELS (VERTICAL) | ④ | ALUMINUM PANELS IN ALUMINUM |
| ④ | ALUMINUM PANELS (VERTICAL) | ⑤ | ALUMINUM PANELS IN ALUMINUM |
| ⑤ | ALUMINUM PANELS (VERTICAL) | ⑥ | ALUMINUM PANELS IN ALUMINUM |
| ⑥ | ALUMINUM PANELS (VERTICAL) | ⑦ | ALUMINUM PANELS IN ALUMINUM |
| ⑦ | ALUMINUM PANELS (VERTICAL) | ⑧ | ALUMINUM PANELS IN ALUMINUM |
| ⑧ | ALUMINUM PANELS (VERTICAL) | ⑨ | ALUMINUM PANELS IN ALUMINUM |
| ⑨ | ALUMINUM PANELS (VERTICAL) | ⑩ | ALUMINUM PANELS IN ALUMINUM |
| ⑩ | ALUMINUM PANELS (VERTICAL) | ⑪ | ALUMINUM PANELS IN ALUMINUM |
| ⑪ | ALUMINUM PANELS (VERTICAL) | ⑫ | ALUMINUM PANELS IN ALUMINUM |
| ⑫ | ALUMINUM PANELS (VERTICAL) | ⑬ | ALUMINUM PANELS IN ALUMINUM |
| ⑬ | ALUMINUM PANELS (VERTICAL) | ⑭ | ALUMINUM PANELS IN ALUMINUM |
| ⑭ | ALUMINUM PANELS (VERTICAL) | ⑮ | ALUMINUM PANELS IN ALUMINUM |
| ⑮ | ALUMINUM PANELS (VERTICAL) | ⑯ | ALUMINUM PANELS IN ALUMINUM |
| ⑯ | ALUMINUM PANELS (VERTICAL) | ⑰ | ALUMINUM PANELS IN ALUMINUM |
| ⑰ | ALUMINUM PANELS (VERTICAL) | ⑱ | ALUMINUM PANELS IN ALUMINUM |
| ⑱ | ALUMINUM PANELS (VERTICAL) | ⑲ | ALUMINUM PANELS IN ALUMINUM |
| ⑲ | ALUMINUM PANELS (VERTICAL) | ⑳ | ALUMINUM PANELS IN ALUMINUM |
| ㉑ | ALUMINUM PANELS (VERTICAL) | ㉒ | ALUMINUM PANELS IN ALUMINUM |
| ㉓ | ALUMINUM PANELS (VERTICAL) | ㉔ | ALUMINUM PANELS IN ALUMINUM |
| ㉕ | ALUMINUM PANELS (VERTICAL) | ㉖ | ALUMINUM PANELS IN ALUMINUM |
| ㉗ | ALUMINUM PANELS (VERTICAL) | ㉘ | ALUMINUM PANELS IN ALUMINUM |
| ㉙ | ALUMINUM PANELS (VERTICAL) | ㉚ | ALUMINUM PANELS IN ALUMINUM |
| ㉛ | ALUMINUM PANELS (VERTICAL) | ㉜ | ALUMINUM PANELS IN ALUMINUM |
| ㉝ | ALUMINUM PANELS (VERTICAL) | ㉞ | ALUMINUM PANELS IN ALUMINUM |
| ㉟ | ALUMINUM PANELS (VERTICAL) | ㊱ | ALUMINUM PANELS IN ALUMINUM |
| ㊲ | ALUMINUM PANELS (VERTICAL) | ㊳ | ALUMINUM PANELS IN ALUMINUM |
| ㊴ | ALUMINUM PANELS (VERTICAL) | ㊵ | ALUMINUM PANELS IN ALUMINUM |
| ㊶ | ALUMINUM PANELS (VERTICAL) | ㊷ | ALUMINUM PANELS IN ALUMINUM |
| ㊸ | ALUMINUM PANELS (VERTICAL) | ㊹ | ALUMINUM PANELS IN ALUMINUM |
| ㊺ | ALUMINUM PANELS (VERTICAL) | ㊻ | ALUMINUM PANELS IN ALUMINUM |
| ㊼ | ALUMINUM PANELS (VERTICAL) | ㊽ | ALUMINUM PANELS IN ALUMINUM |
| ㊾ | ALUMINUM PANELS (VERTICAL) | ㊿ | ALUMINUM PANELS IN ALUMINUM |



Prepared by: JPR Architects
 Date: 04/08/2015
 Project: THE GALLERY
 Drawing: 9TH STREET BUILDING C (GALLERY 0)
 Elevation: EAST ELEVATION & WEST ELEVATION
 Scale: 1/8" = 1'-0"

PRELIMINARY
 NOT FOR CONSTRUCTION

9TH STREET
 EAST ELEVATION &
 WEST ELEVATION
 Building C (Gallery 0)

PHILADELPHIA
 AT MARKET EAST

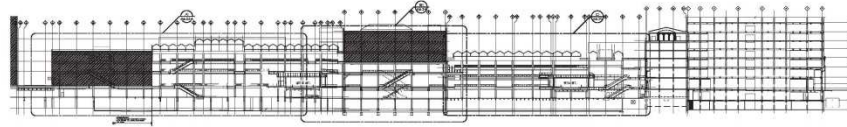
MACERICH

JPR ARCHITECTS

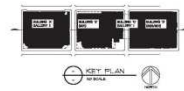
PROJECT NO. 100-100000000-0000
DATE: 04/08/2015
PROJECT: THE GALLERY
SHEET: AB.21A

PRELIMINARY
NOT FOR CONSTRUCTION

COMPOSITE
LONGITUDINAL
BUILDING SECTION
ALTERNATE No. 0



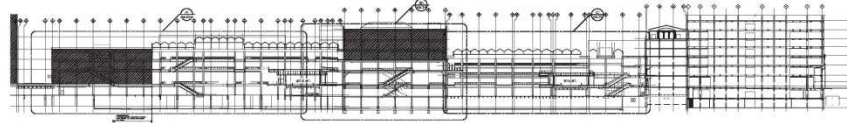
COMPOSITE BUILDING SECTION
SCALE: 1/8" = 1'-0"



810
AB.21A

PROJECT NO. 100-100000000
DATE: 04/08/2015
PROJECT: THE GALLERY
SHEET: AB.21A

PRELIMINARY
NOT FOR CONSTRUCTION
COMPOSITE
LONGITUDINAL
BUILDING SECTION
ALTERNATE No. 0



COMPOSITE BUILDING SECTION
SCALE: 1/8" = 1'-0"

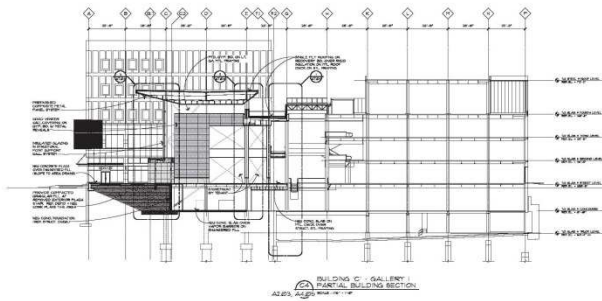
MACERICH
ARCHITECTS
1000 BROADWAY
NEW YORK, NY 10018
TEL: 212 512 2000
WWW.MACERICH.COM

JPA ARCHITECTS
1000 BROADWAY
NEW YORK, NY 10018
TEL: 212 512 2000
WWW.JPA-ARCHITECTS.COM



KEY PLAN
SCALE: 1/8" = 1'-0"

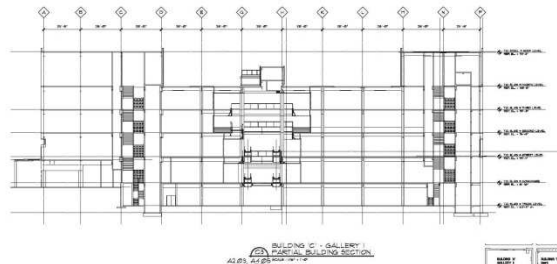
NO. 100-100000000
DATE: 04/08/2015
PROJECT: THE GALLERY
SHEET: AB.21A



| Symbol | Description |
|--------|------------------|
| ○ | Structural Steel |
| □ | Concrete |
| ▨ | Insulation |
| ▩ | Glazing |
| ▧ | Other |

PRELIMINARY
NOT FOR CONSTRUCTION

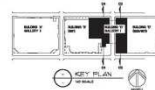
PARTIAL BUILDING SECTIONS
Building C (Gallery 0)



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JPA ARCHITECTS

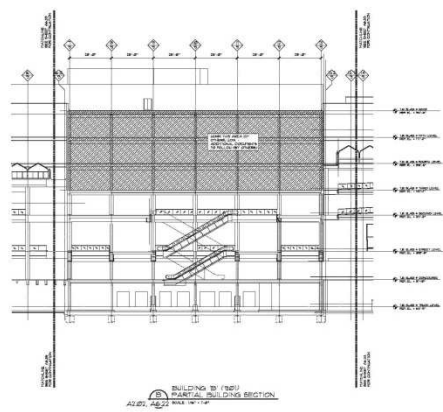
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|-------|--------------|
| Scale | 1/8" = 1'-0" |
| Sheet | AS-32 |



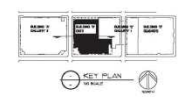
1. ALL DIMENSIONS UNLESS OTHERWISE SPECIFIED
 2. ALL DIMENSIONS TO FACE UNLESS OTHERWISE SPECIFIED
 3. ALL DIMENSIONS TO CENTERLINE UNLESS OTHERWISE SPECIFIED
 4. ALL DIMENSIONS TO CENTERLINE UNLESS OTHERWISE SPECIFIED
 5. ALL DIMENSIONS TO CENTERLINE UNLESS OTHERWISE SPECIFIED
 6. ALL DIMENSIONS TO CENTERLINE UNLESS OTHERWISE SPECIFIED
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PRELIMINARY
 NOT FOR CONSTRUCTION

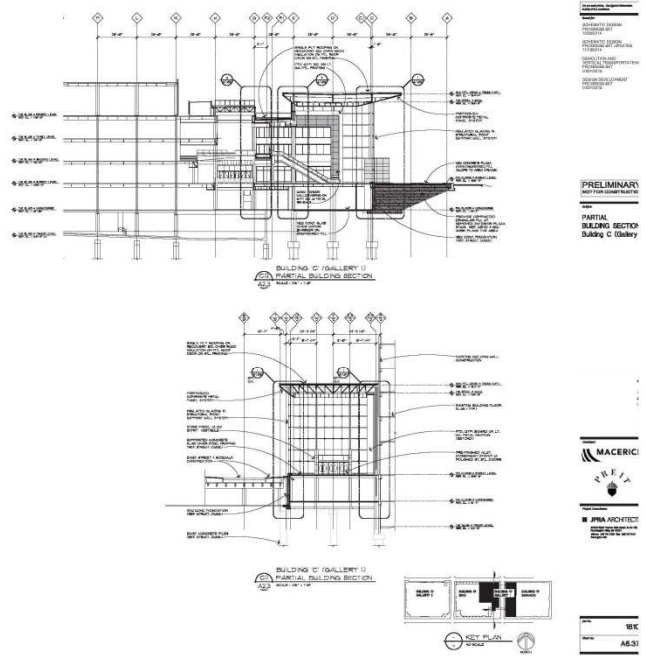
PARTIAL BUILDING SECTION
 Siding B 1001



MACERICH
 FIRE
JPA ARCHITECTS
 1000 10TH AVENUE, SUITE 1000
 NEW YORK, NY 10018
 TEL: 212 692 1000
 FAX: 212 692 1001
 WWW.JPA-ARCHITECTS.COM



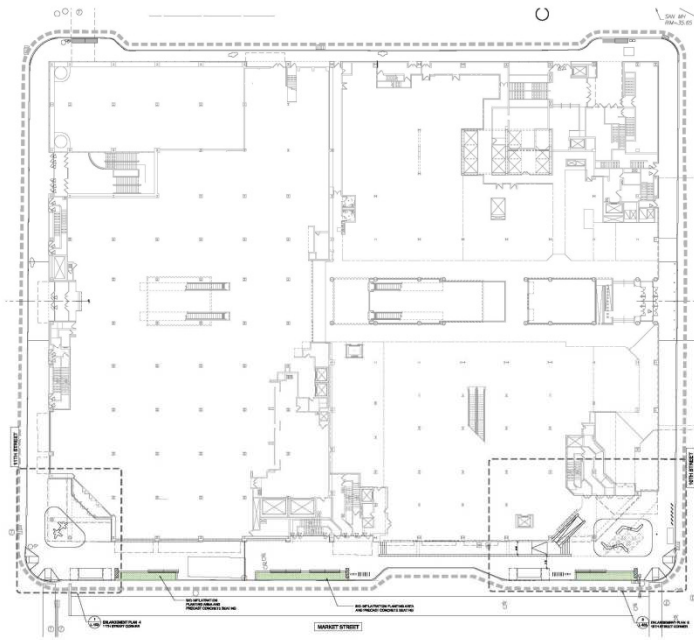
SHEET
 27
 A6.S4



POSTER KIOSK/MONUMENT



| | | | | |
|--|--|----------------|-----------------------------|--------------------|
| | | APRIL 08, 2015 | SCHEDULE A to EXHIBIT 9.2.1 | SHEET 30 |
|--|--|----------------|-----------------------------|--------------------|



DATE: APRIL 3, 2015
 PROJECT: LITCHFIELD
 DRAWING: SITE PLAN

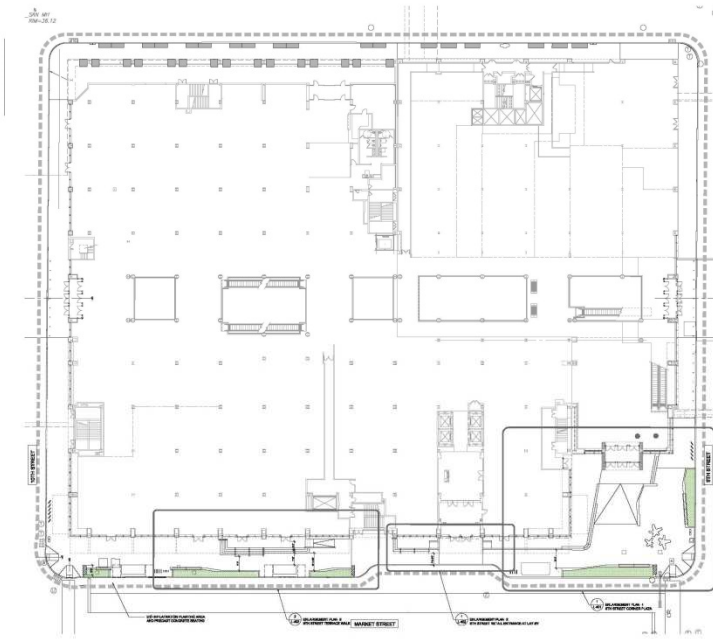
SITE PLAN

MACERICH

JPA ARCHITECTS

NOT FOR CONSTRUCTION

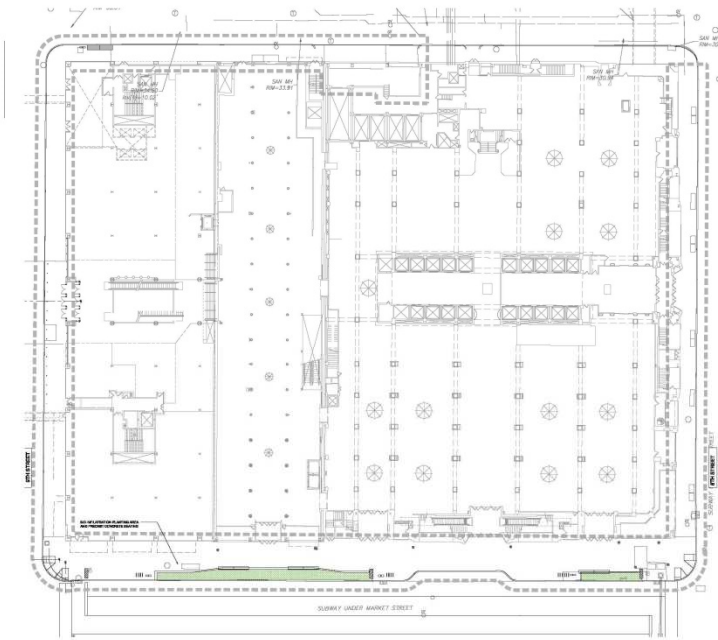
7458 03
 L-111



DATE: APRIL 08, 2015
 PROJECT: THE GALLERY
 SHEET: L-112

SITE PLAN II

NOT FOR CONSTRUCTION



DATE: APRIL 3, 2015

SITE PLAN (I)

MACERICH

JPA ARCHITECTS

NOT FOR CONSTRUCTION

7458.03

L-113

EXHIBIT 9.3.2

Contractor's Lien Waiver

IN THE COURT OF COMMON PLEAS
OF PHILADELPHIA COUNTY, PENNSYLVANIA

PHILADELPHIA REDEVELOPMENT
AUTHORITY,

Owners
Plaintiffs,

vs.

[REDACTED]

Contractor
Defendant.

CIVIL DIVISION

No:

WAIVER OF LIENS STIPULATION

Code:

Filed on behalf of:

PHILADELPHIA REDEVELOPMENT
AUTHORITY

Owners/Plaintiffs

CERTIFICATE OF LOCATION

I HEREBY CERTIFY that the location of the
Real Estate affected by this lien waiver is:

[REDACTED]

Counsel of Record for Owner:

Ryan Harmon, Esquire
Philadelphia Redevelopment Authority
1234 Market Street, 16th Floor
Philadelphia, PA 19107-3701
Tele: (215) 209-8624
PA Attorney I.D. 91665

WAIVER OF LIENS STIPULATION

THIS WAIVER OF LIENS STIPULATION (this “Waiver of Liens”) is made on [REDACTED], 20[REDACTED] by [REDACTED], a [REDACTED], having an address of [REDACTED] (hereinafter the “Contractor”).

WITNESSETH:

WHEREAS, Philadelphia Redevelopment Authority (“Owner”) is the record fee owner of certain property known as a portion of the Gallery Mall located in Philadelphia, Pennsylvania, which is depicted on Exhibit “A” (the “Property”); and

WHEREAS, pursuant to a contract between the Contractor and PR Gallery I Limited Partnership, the tenant of the Property, the Contractor has agreed to cause to be supplied, pursuant to a series of Subcontractors, labor, materials and services and perform or cause to be performed certain demolition and construction work upon the Property (the “Work”). Terms used in this Waiver of Liens which are defined in the Pennsylvania Mechanic’s Lien Law of 1963, as the same has been and may be amended from time to time in the future (the “Mechanic’s Lien Law”) shall have the meanings assigned to them in the Mechanic’s Lien Law unless otherwise defined in this Waiver of Liens; and

WHEREAS, PR Gallery I Limited Partnership has posted or will post financial security guaranteeing payment for labor, materials and services provided or performed in connection with the Work; and

WHEREAS, both the Owner and the Contractor will benefit from the Work on the Property.

NOW, THEREFORE, in consideration of the foregoing premises, the covenants and agreements contained in the Agreement between Owner and Contractor, and intending to be legally bound hereby, the Contractor, for all subcontractors (which term, as defined in the Mechanic’s Lien Law, includes, without limitation, sub-subcontractors), does hereby covenant, stipulate, promise and agree as follows:

1. That no lien or right to file a lien or claim against the Work, the Property, any improvements on the Property or any other property of Owner (collectively, the “Improvements”), or the respective estates, rights, titles or interests of the Owner (collectively, “Interests”), or any part or parts thereof, or the appurtenances thereto, shall accrue or exist in any subcontractor concerned or connected with the Work or the Property; that no mechanic’s lien or claim or materialmen’s lien or other lien or claim of any kind whatsoever shall be filed or maintained against the Work, the Property, the Improvements, the Interests or any part or parts thereof or the appurtenances thereto, by or in the name of any subcontractors for work done or for any labor, tools, equipment, materials or supervision or other services furnished under any construction, demolition, drilling or supply contract or subcontract with a subcontractor (each, a “Subcontract”) or any supplements or changes thereto, written or oral, or by any other party acting for or on behalf of a subcontractor, for and about the Work, the Property, the Improvements, the Interests or any parts thereof, or on credit thereof; nor shall any claim or

liability for such labor or materials or work performed arise, exist or be filed against Owner, or its successors or assigns, by or in the name of a subcontractor.

2. Contractor hereby waives any and all rights of any and all subcontractors and suppliers to Contractor (of any tier) for the Project, to file or claim any mechanics' or other form of lien arising out of the or relating to the Project. As a consequence, no laborer, subcontractor, sub-subcontractor, materialman or supplier (of any tier) or any other person or entity furnishing labor, material or other items of value to or under Contractor shall have, under any circumstances, a right to file or claim a mechanics', materialmens', or other such lien against the Project, the Property or any portion thereof or against Owner, as any and all such rights to file or claim any mechanics' materialmens', or other such lien are hereby expressly and irrevocably waived.

3. Contractor has posted a payment bond guaranteeing payment in accordance with its terms for labor, materials and services provided or performed in connection with the Work.

4. This Waiver of Liens shall be an independent covenant which shall be binding on a subcontractor, notwithstanding the breach of any Subcontract to which such subcontractor is a party and shall operate and be effective as well with respect to work done and materials and services furnished under any supplemental contract for extra work in connection with the Work. It is the full intent of the Contractor, for all subcontractors, that the right to file a mechanic's lien or other claim against the Property, the Work, the Improvements or the Interests, under the provisions of Acts of Assembly in such cases made and provided, for work done or materials, labor or services furnished in and about the erection, construction, demolition or repairs of the Work, is hereby forever, absolutely and irrevocably waived.

5. **In order to give the Owner full power and authority to protect itself, and the Work, Property, Improvements and Interests or any parts thereof against any and all liens and claims filed by or in the name of subcontractors in violation of the foregoing provisions of this Waiver of Liens, the Contractor, hereby irrevocably authorizes and empowers any attorney of any Court of Common Pleas of the Commonwealth of Pennsylvania to appear for each subcontractor, in any such Court as Attorney for such subcontractor, and in his or its name, mark satisfied of record, at the cost and expense of such subcontractor, or in his or its name, any and all mechanics' liens or claims or materialmen's liens or claims or other liens or claims of any kind whatsoever filed or maintained against the Work, the Property, the Improvements or the Interests or any parts thereof or the appurtenances thereto, and for such act or acts this shall be good and sufficient warrant and authority and a reference to the Court and to the docket in which and where this instrument shall have been filed shall be a sufficient exhibit of the authority herein contained to warrant such action, and the Contractor, for each subcontractor, does hereby release all errors and defects whatsoever in the entry of any such satisfaction or the exercise of the authority hereby conferred. In the event that any court of competent jurisdiction shall determine that any provision of this Waiver of Lien is void or unenforceable in accordance with its terms, Contractor expressly consents and agrees, for and on behalf of all subcontractors, that this Waiver of Lien may be modified by said Court such that the offending provision shall be of no further force and effect but the remainder of this Waiver of Liens, and all other terms and conditions hereof, if any, shall continue to be binding on all subcontractors**

who have filed a claim for a lien under the Mechanic's Lien Law and all parties claiming in the name of or on behalf of such subcontractors. In connection with the authorization granted herein, Contractor hereby waives any fiduciary obligation or duty imposed upon Owner pursuant to 20 Pa.CSA 5601, et seq.

6. THIS WAIVER OF LIENS shall be filed in the office of the Prothonotary of Philadelphia County, Pennsylvania, pursuant to the provisions of the Mechanic's Lien Law, and the receipt for such filing will be delivered to the Owner. Immediately upon filing, this Waiver of Liens shall constitute notice hereof to all subcontractors who enter into a Subcontract, and each such subcontractor, to the fullest extent permitted by applicable law, by entering into such Subcontract, agrees and consents to this Waiver of Liens.

IN WITNESS WHEREOF, the Contractor has duly executed this Waiver of Liens Stipulation as of the date first above written.

WITNESS:

[REDACTED]

By: _____
Name: _____
Title: _____

CONTRACTOR'S ACKNOWLEDGEMENT

COMMONWEALTH OF PENNSYLVANIA)

) SS:

COUNTY OF PHILADELPHIA)

BEFORE ME, a Notary Public of the state and county set forth above, personally appeared [REDACTED], who acknowledged himself/herself to be the

[REDACTED] of [REDACTED], and that he/she, as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of such _____ by himself/herself as such officer.

AND HE/SHE FURTHER ACKNOWLEDGED THAT, as of this ____ day of _____, 20[___], no Work had begun upon the property of the Owner referred to in the foregoing instrument at Philadelphia County, Pennsylvania by him/her or by anyone else, nor had any other work been done upon said ground nor had materials of any kind for the Work been ordered or delivered upon the ground.

WITNESS: [REDACTED]

By: _____
Name: _____
Title: _____

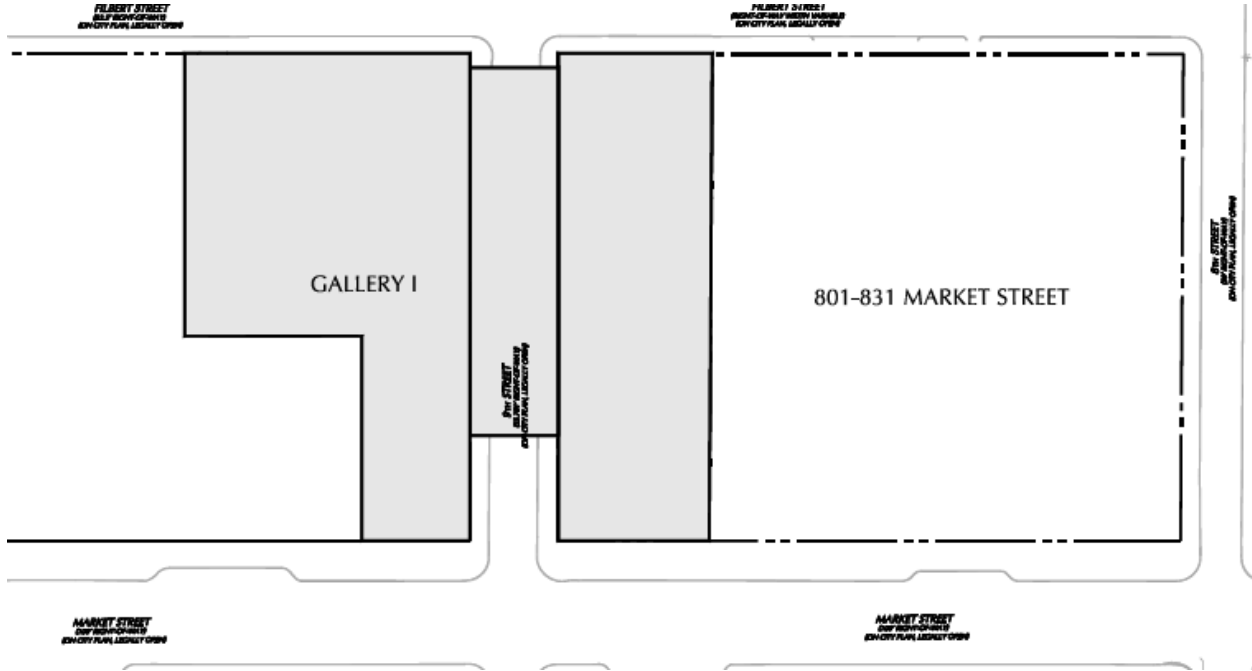
SWORN TO AND SUBSCRIBED before me this ___ day of _____, 20[___].

Notary Public

[Notarial Seal]

My Commission Expires:

THIRD LEVEL



ROOF LEVEL

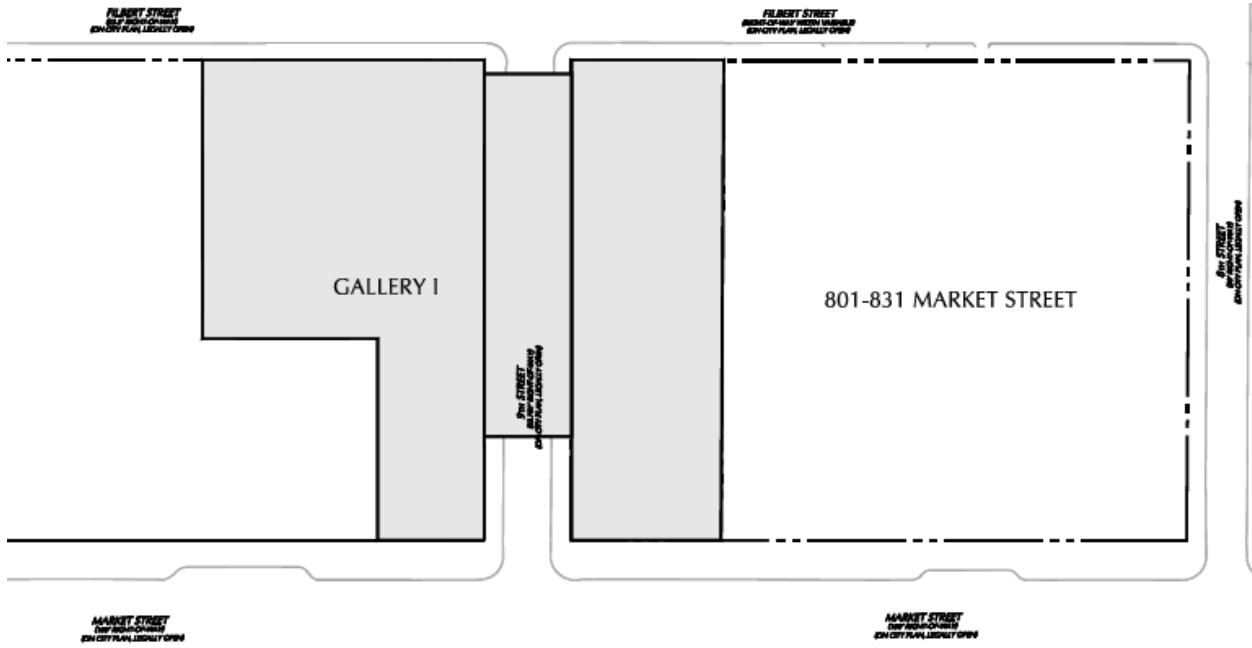


EXHIBIT 9.5

FORM OF COST CERTIFICATION LETTER

[FORM LETTER – REDEVELOPER COSTS]

[LETTERHEAD]

INDEPENDENT ACCOUNTANT’S REPORT

TO: Philadelphia Redevelopment Authority

We have examined the records of **[LIST APPROPRIATE REDEVELOPER ENTITY/ENTITIES]** pertaining to the costs incurred by the same relating to the Gallery Mall Redevelopment Project only, which project is described by those certain plans entitled _____ prepared by _____, dated _____, and last revised _____ (the “Project”). Our responsibility is to express an opinion based on our examination.

We conducted our examination in accordance with attestation standards established by the American Institute of Certified Public Accountants and, accordingly, included examining, on a test basis, evidence supporting the construction costs and performing such other procedures as we considered necessary in the circumstances. We believe that our examination provides a reasonable basis for our opinion.

In our opinion, the amount of \$_____ presents, in all material respects, the total construction costs of the Project, using the accrual method of accounting and determined in accordance with Section 47 of the Internal Revenue Code of 1986, as amended. Such amount has been fully paid by **[ADD APPROPRIATE ENTITY]** to the appropriate contractors, materialmen and professionals.

This report is intended solely for the information and use of the Philadelphia Redevelopment Authority (“PRA”) in partial satisfaction of its requirements with respect to the Project.

[Add certification of Firm’s independent nature]

[Firm]

FORM LETTER – PRIME CONTRACTOR

[LETTERHEAD]

INDEPENDENT ACCOUNTANT’S REPORT

TO: Philadelphia Redevelopment Authority

We have examined the records of [PRIME CONTRACTOR] (“Contractor”) pertaining to the [INSERT CONTRACT: E.G., Contract dated ___ for Project _____] (the “Contract”). Our responsibility is to express an opinion based on our examination.

We conducted our examination in accordance with attestation standards established by the American Institute of Certified Public Accountants and, accordingly, included examining, on a test basis, evidence of payments made to Contractor and performing such other procedures as we considered necessary in the circumstances. We believe that our examination provides a reasonable basis for our opinion.

In our opinion, the amount of \$_____ presents, in all material respects, the amount paid by [INSERT APPROPRIATE CONTRACTING ENTITY] to Contractor pursuant to the Contract.

This report is intended solely for the information and use of the Philadelphia Redevelopment Authority (“PRA”) in partial satisfaction of its requirements with respect to the Project.

[Add certification of Firm’s independent nature]

[Firm]

EXHIBIT 9.8

PREVAILING WAGE PLAN

Checklist for the Compliance with Davis Bacon Procedures on Philadelphia Redevelopment Authority Projects

1. Submission of a complete list of Sub-Contractors should be submitted prior to the start of construction and updated as new subcontractors are hired. The list should include the following: Name of Company, address, telephone numbers, point of contact, City of Philadelphia Business Privilege License Number and a Federal Identification Number.
2. Two (2) initial forms are to be submitted for the general and all subcontractors; a Standard Form #38 and #5282 authorization to sign the certified payrolls.
3. Certified Payroll Form WH347 should be used and submitted to the Philadelphia Redevelopment Authority no later than ten (10) days after the payroll period.
4. Federal ID# is written in the upper left hand corner of the 1st payroll.
5. Contractor name and name of project and location is listed on each payroll form.
6. Payrolls are numbered and dated in sequence including the last day of the seven (7) day pay period.
7. Employee's full name, address and last four (4) digits of their social security number are listed on each payroll. We need employee address's to determine Resident and Non-Resident City Wage Tax.
8. Employee hour rate and all payroll deductions must be listed on the certified payroll. If the "Other" column is used it must be explained on the back side of the WH347. Employees must receive the prevailing hour wage rated listed on the wage decision plus the fringe benefits; approved plans or in cash.
9. All employees must pay City of Philadelphia Wage Tax (Resident and Non-Resident) and must be shown as a deduction.
10. Union deductions must be explained. Ex: Vacation, dues, etc.
11. The last payroll must be marked "Final".
12. Punch list items completed by the General Contractor or Subcontractor must be listed on certified payrolls.
13. All payroll weeks from start to final must be accounted for. A contractor can submit a certified payroll with "No Work Performed" with the dates or submit a letter with the dates indicating "No Work Performed".
14. Certified Payrolls must be signed with an original signature.
15. Employee's job classification is on the list of approved classification in the wage decision for the project.

16. An apprentice certificate must be attached the first time an apprentice appears on the certified payroll. Also the apprenticeship ratio is 4 to 1 unless otherwise stated in a collective bargaining agreement with the City of Philadelphia and must be an approved apprenticeship by the Bureau of Apprentice Training (BAT).
17. "Helpers" are never permitted unless a request has been pre-approved by the Department of Labor.
18. Overtime must be paid at least 1 ½ times the basic rate of pay for all hours above 40 in a week. Overtime hours and regular hours must be listed separately.
19. Show the gross amount earned on this project separately from the gross amount on all other projects by a split entry. (i.e. \$123.45 / \$678.90).
20. On the back of the certified payroll 4a or 4b must be checked. Please show exceptions to 4a or 4b in 4c.
21. Wage Rates should be posted on the job site.
22. No work is to be started until a Notice to Proceed is issued by the Philadelphia Redevelopment Authority.

EXHIBIT 14.1

INSURANCE

General Requirements.

- a. Tenant will procure and maintain during the Term of the Lease, the insurance described below.
 - b. The Gallery Mall must be identified on the Certificate of Insurance.
 - c. Certificates of Insurance must be addressed to: Philadelphia Redevelopment Authority, 1234 Market Street, 16th floor, Philadelphia, PA 19107.
 - d. Landlord reserves the right to request and obtain complete copies of Tenant's insurance policies and any endorsements.
- I. Insurance coverage required by Tenant is as follows:
- A. Construction Period
 1. Prior to the commencement of the Entire Redevelopment Project, Tenant will secure an Controlled Insurance Program (“CIP”) for the benefit of Tenant, Landlord, Construction Manager, Subcontractors, Consultants and Subconsultants of every tier (unless specifically excluded) who have labor performing Gallery Mall operations or on-site activities. CIP coverage applies only to work performed at the Gallery Mall. The construction manager, all subcontractors, consultants and subconsultants (collectively, “Tenant’s Contractors”) must provide their own insurance for off-site activities as outlined below under A. 5. These insurance requirements also apply to contractors excluded from the CIP.
 2. Through the CIP, the Tenant, at its own cost and expense, will provide and maintain in force the types of insurance listed in subparagraphs (a) through (c) below. Tenant will also maintain separate polices as part of the Entire Redevelopment Project listed under paragraphs (3) and (4).
 - (a) **Workers’ Compensation and Employer’s Liability Insurance** will be provided in accordance with applicable state law. Limits of Liability and Coverages will be as follows:
 - i. Workers’ Compensation – Applicable Statutory Benefits
 - ii. Employer’s Liability – Designated Premises Only:
 1. \$1,000,000 Bodily Injury Each Accident

2. \$1,000,000 Bodily Injury by Disease – Policy Limit and
3. \$1,000,000 Bodily Injury by Disease – Each Employee

(b) Commercial General Liability Insurance will be provided under a master liability policy. The following Limits of Liability, Coverages, and Terms will apply:

i. Limit of Liability:

1. \$2,000,000 Per Occurrence
2. \$4,000,000 General Aggregate (Reinstated Annually)
3. \$4,000,000 Products/Completed Operations Aggregate (10 Year Term)
4. \$2,000,000 Personal Injury and Advertising Injury Per Occurrence/Annual Aggregate
5. \$300,000 Fire Damage Legal Liability
6. \$10,000 Medical Expense

ii. Coverages and Terms

1. No Assault and Battery Exclusion
2. No Resulting Damage Exclusion

(c) Excess Liability Insurance will be provided under a master liability policy for all insureds. Certificates of Insurance will be provided to each Subcontractor reflecting the Limits of Liability Coverages, and Terms as follows:

i. Limit of Liability:

1. \$100,000,000 any one occurrence and general aggregate annually; and
2. \$100,000,000 Annual Aggregate Products and Completed Operations

- ii. Coverages and Terms:
 - 1. Excess of General Liability
 - 2. Excess of Employer's Liability and
 - 3. Completed Operations (10 Year Term)

- 3. Tenant will provide and maintain a builder's risk policy to cover the improvements that will be made during the Entire Redevelopment Project and a property insurance policy.
 - (a) **Builder's Risk and Property Insurance.** The following Limits of Liability, Coverages, and Terms will apply:
 - i. Limits of Liability:
 - 1. Full Completed Value of the Entire Redevelopment Project
 - 2. \$10,000,000 Earthquake Sublimit
 - 3. \$10,000,000 Flood Sublimit

 - ii. Coverages and Terms:
 - 1. ISO Special Form or All Risk of Physical Loss
 - 2. Boiler and Machinery Coverage
 - 3. No Exclusion for Terroristic Acts
 - 4. Coverage must extend to materials that will become part of the Entire Redevelopment Project (on-site and off-site) and in transit
 - 5. No exclusion or restriction for residential development or construction (if applicable)
 - 6. Permission to Occupy Will be Granted
 - 7. Business Income/Extra Expense
 - 8. Soft Costs
 - 9. Agreed Amount/No Coinsurance
 - 10. Debris Removal
 - 11. Demolition & Increased Cost of Construction

4. Tenant will provide and maintain contractors' pollution liability under a master liability policy that is specific to the Entire Redevelopment Project, which will cover losses caused by pollution incidents that arise from the operations of the Tenant's Contractors involved with the Entire Redevelopment Project. This is to include all work completed by Tenant's Contractors, including testing and/or removal of any and all pollutants.

(a) **Contractors Pollution Liability Insurance.** The following Limits of Liability, Coverages, and Terms will apply:

i. Limits of Liability:

- | | | |
|----|--------------|-------------------|
| 1. | \$10,000,000 | Per Occurrence |
| 2. | \$10,000,000 | General Aggregate |

ii. Coverages and Terms:

1. Insurance to be maintained for the duration of the Gallery Mall Redevelopment Project and for a period of three years after completion of the Entire Redevelopment Project/final payment.
2. No Exclusions for Silica, Asbestos, Lead and/or Lead Based Paint testing.
3. Include Mold Coverage for full policy limit of liability
4. Coverage for all pollutants as defined under the Resource Conservation and Recovery Act, as amended, 42 U.S.C. Section 6901 et seq. or any related state or city environmental statute or the removal of any petroleum-contaminated material at the project.
5. All owned and/or third party disposal facilities must be licensed and maintain pollution liability insurance of not less than \$2,000,000, if applicable.

5. Tenant's Contractors, at their own cost and expense, will provide and maintain in force the types of insurance listed in subparagraphs (a) through (f) below

(a) **Workers' Compensation and Employer's Liability Insurance** will be provided in accordance with applicable state law. Limits of Liability and Coverages will be as follows:

- i. Workers' Compensation – Applicable Statutory Benefits
- ii. Employer's Liability – Designated Premises Only:
 - 1. \$500,000 Bodily Injury Each Accident
 - 2. \$500,000 Bodily Injury by Disease – Policy Limit and
 - 3. \$500,000 Bodily Injury by Disease – Each Employee

(Enrolled Contractors in the CIP shall show evidence of coverage for Off-Site Activities only)

(b) **Commercial General Liability Insurance.** The following Limits of Liability, Coverages, and Terms will apply:

- i. Limit of Liability:
 - 1. \$1,000,000 Per Occurrence
 - 2. \$2,000,000 General Aggregate (Reinstated Annually)
 - 3. \$2,000,000 Products/Completed Operations Aggregate (10 Year Term)
 - 4. \$1,000,000 Personal Injury and Advertising Injury Per Occurrence/Annual Aggregate
 - 5. \$300,000 Fire Damage Legal Liability
 - 6. \$10,000 Medical Expense
- ii. Coverages and Terms
 - 1. No Assault and Battery Exclusion
 - 2. General Aggregate Must Apply Per Project
 - 3. The Landlord, Tenant, Construction Manager (as applicable) and their directors, officers, members, representatives, agents and employees shall be included as Additional Insureds on a primary and non-contributory basis. Forms required include CG 20 10 and CG 20 37 as published by the Insurance Services Office (“ISO”) or on equivalent forms.

4. No Resulting Damage Exclusion
5. No amendment to the definition of an “Insured Contract” except as broadened in 6. below.
6. The definition of an “Insured Contract” must be amended to provide coverage for all work on or within 50 feet of a railroad. A stand-alone Railroad Protective Liability policy may be required based on the scope of this project.
7. No exclusions for development, construction, building conversion, etc. with respect to the Gallery Mall Redevelopment Project’s location and/or where the work is to be completed by the Tenant’s Contractors.
8. No sexual abuse or molestation exclusion.

(Enrolled Contractors in the CIP shall show evidence of coverage for Off-Site Activities only)

(c) Automobile Liability Insurance. The Limits of Liability and Coverages will be as follows:

- i. Limit of Liability:
 1. \$1,000,000 Combined Single Limit for Bodily Injury (including death) and Property Damage
- ii. Coverages and Terms
 1. Applies to any owned, hired and non-owned vehicles
 2. For Tenant’s Contractors involved in the transportation of hazardous material, include the following endorsements: MCS-90 and ISO-9948.

(Enrolled Contractors in the CIP shall show evidence of coverage for Off-Site Activities only)

(d) Excess Liability Insurance. The following Limits of Liability, Coverages, and Terms will apply:

- i. Limit of Liability for Construction Manager:
 - 1. \$30,000,000 Per Occurrence
 - 2. \$30,000,000 General Aggregate
- ii. Limit of Liability for Subcontractors/Consultants/
Subconsultants of Every Tier:
 - 1. \$5,000,000 Per Occurrence
 - 2. \$5,000,000 General Aggregate
- iii. Coverages and Terms
 - 1. Policy(ies) will apply on a Following Form Basis including Additional Insured Status on the following:
 - a. Commercial General Liability;
 - b. Automobile Liability; and
 - c. Employers Liability Coverage

(Enrolled Contractors in the CIP shall show evidence of coverage for Off-Site Activities only)

(e) Professional Liability. Where services provided involve inspection, design, consulting and/or other professional services, the following Limits of Liability and Coverages will apply:

- i. Limit of Liability:
 - 1. \$2,000,000 Per Occurrence and Aggregate
- ii. Coverages and Terms:
 - 1. Include Tail Coverage or an Extended Reporting Period for at Least Three Years After Completion

(f) Pollution Liability. Where services provided involve the testing, removal or cleanup of any environmental contaminant or pollutant, the Limits of Liability, Coverages, and Terms will be as follows:

- i. Limit of Liability:
 - 1. \$2,000,000 Per Occurrence
 - 2. \$4,000,000 General Aggregate

ii. Coverages and Terms:

1. Insurance to be maintained for the duration of the Gallery Mall Redevelopment Project and for a period of three years after completion of the Entire Redevelopment Project/final payment.
2. No Exclusions for Silica, Asbestos, Lead and/or Lead Based Paint testing.
3. Include Mold Coverage for full policy limit of liability
4. Coverage for all pollutants as defined under the Resource Conservation and Recovery Act, as amended, 42 U.S.C. Section 6901 et seq. or any related state or city environmental statute or the removal of any petroleum-contaminated material at the project.
5. All owned and/or third party disposal facilities must be licensed and maintain pollution liability insurance of not less than \$2,000,000, if applicable.

B. Ongoing Operations and Maintenance

1. During the Term of the Lease, the Tenant, at its own cost and expense, will provide and maintain in force the types of insurance listed in subparagraphs (a) through (f) below:

(a) **Workers' Compensation and Employer's Liability Insurance** will be provided in accordance with applicable state law. Limits of Liability and Coverages will be as follows:

- i. Workers' Compensation – Applicable Statutory Benefits
- ii. Employer's Liability – Designated Premises Only:
 1. \$1,000,000 Bodily Injury Each Accident
 2. \$1,000,000 Bodily Injury by Disease – Policy Limit and
 3. \$1,000,000 Bodily Injury by Disease – Each Employee

(b) **Commercial General Liability Insurance** will be provided under a liability policy. The following Limits of Liability, Coverages, and Terms will apply:

i. Limit of Liability:

1. \$2,000,000 Per Occurrence
2. \$4,000,000 General Aggregate (Reinstated Annually)
3. \$4,000,000 Products/Completed Operations Aggregate
4. \$2,000,000 Personal Injury and Advertising Injury Per Occurrence/Annual Aggregate
5. \$300,000 Fire Damage Legal Liability
6. \$10,000 Medical Expense

ii. Coverages and Terms

1. No Assault and Battery Exclusion
2. General Aggregate Must Apply Per Location

(c) **Automobile Liability Insurance** will be provided under a liability policy reflecting the following Limits of Liability and Coverages:

i. Limit of Liability:

1. \$1,000,000 Combined Single Limit for Bodily Injury (including death) and Property Damage

ii. Coverages and Terms

1. Applies to any owned, hired and non-owned vehicles

(d) **Excess Liability Insurance** will be provided under a liability policy for all insureds and will reflect the following Limits of Liability Coverages, and Terms as follows:

i. Limit of Liability:

1. \$50,000,000 any one occurrence and general aggregate annually; and
 2. \$50,000,000 Annual Aggregate Products and Completed Operations
- ii. Coverages and Terms:
1. Policy(ies) will apply on a Following Form Basis including Additional Insured Status on the following:
 - a. Commercial General Liability;
 - b. Automobile Liability; and
 - c. Employers Liability Coverage
- (e) **Property Insurance.** The following Limits of Liability, Coverages, and Terms will apply:
- i. Limits of Liability:
1. Full Replacement Cost of the Premises/Gallery Mall
 2. \$10,000,000 Earthquake Sublimit
 3. \$10,000,000 Flood Sublimit
- ii. Coverages and Terms:
1. ISO Special Form or All Risk of Physical Loss
 2. Boiler and Machinery Coverage
 3. No Exclusion for Terroristic Acts
 4. Business Income/Extra Expense
 5. Agreed Amount/No Coinsurance
 6. Debris Removal
 7. Demolition & Increased Cost of Construction
- (f) **Builder's Risk.** At all times during which repairs or alterations are being made with respect to the Gallery Mall (other than routine maintenance and repair), the following Limits of Liability, Coverages, and Terms will apply:
- i. Limits of Liability:
1. Full Completed Value of the Project
- ii. Coverages and Terms:

1. Coverage Must Extend to Materials That Will Become Part of the Completed Project (on-site and off-site) and in Transit.
 2. No Exclusion for Terroristic Acts
 3. No Exclusion or Restriction for Residential Development or Construction (if applicable).
 4. Permission to Occupy Will be Granted
 5. Business Income/Extra Expense
 6. Soft Costs
 7. On & Off-Site Coverage for Materials That Will Become Part of the Gallery Mall, including transit
 8. Agreed Amount/No Coinsurance
 9. Debris Removal
 10. Demolition & Increased Cost of Construction
2. During the Term of the Lease, the Tenant's contractors, subcontractors, consultants, subconsultants, and subtenants and subtenant's contractors, subcontractors, consultants, and subconsultants, at their own cost and expense, will provide and maintain in force the types of insurance listed in subparagraphs (a) through (f) below. Tenant reserves the right to waive or modify insurance requirements for those tenants or subtenants that operate kiosks, carts or other similar non-permanent installations in the Common Areas of the Gallery Mall, each on a case by case basis in its reasonable discretion, including, without limitation, due to factors such as reasonable availability, and cost of, insurance products; provided that in no event shall coverage limits of liability be less than as follows:

(a) **Workers compensation insurance:** statutorily required amounts;

(b) **Employer's Liability :** \$500,000 for each (i) Bodily Injury Each Accident; (ii) Bodily Injury by Disease- Policy Limit; (iii) Bodily Injury by Disease- Each Employee.

(c) **Commercial General Liability Insurance:** \$500,000 for (i) per occurrence; (ii) general aggregate (restated annually); (iii) products/completed operations aggregate (10 year term); (iv) personal injury and advertising injury per occurrence/annual aggregate;

(d) **Automobile Liability Insurance:** \$500,000 combined single limit for bodily injury (including death) and property.

In the event that Tenant agrees to waive or modify any subtenants insurance requirements in any way, such waiver or modification shall not limit or reduce Tenant's or any subtenant's liability to Landlord under the Lease.

(a) **Workers' Compensation and Employer's Liability Insurance** will be provided in accordance with applicable state law. Limits of Liability and Coverages will be as follows:

- i. Workers' Compensation – Applicable Statutory Benefits
- ii. Employer's Liability – Designated Premises Only:
 - 1. \$500,000 Bodily Injury Each Accident
 - 2. \$500,000 Bodily Injury by Disease – Policy Limit and
 - 3. \$500,000 Bodily Injury by Disease – Each Employee

(b) **Commercial General Liability Insurance.** The following Limits of Liability, Coverages, and Terms will apply:

- i. Limit of Liability:
 - 1. \$1,000,000 Per Occurrence
 - 2. \$2,000,000 General Aggregate (Reinstated Annually)
 - 3. \$2,000,000 Products/Completed Operations Aggregate (10 Year Term)
 - 4. \$1,000,000 Personal Injury and Advertising Injury Per Occurrence/Annual Aggregate
 - 5. \$300,000 Fire Damage Legal Liability
 - 6. \$10,000 Medical Expense
- ii. Coverages and Terms

1. No Assault and Battery Exclusion
2. General Aggregate Must Apply Per Location

(c) **Automobile Liability Insurance.** The Limits of Liability and Coverages will be as follows:

i. Limit of Liability:

1. \$1,000,000 Combined Single Limit for Bodily Injury (including death) and Property Damage

ii. Coverages and Terms

1. Applies to any owned, hired and non-owned vehicles

(d) **Professional Liability.** Where services provided involve inspection, design, consulting and/or other professional services, the following Limit of Liability and Coverages will apply:

i. Limit of Liability:

1. \$1,000,000 Per Occurrence and Aggregate

ii. Coverages and Terms:

1. Include Tail Coverage or an Extended Reporting Period for at Least Three Years After Completion

(e) **Pollution Liability.** Where services provided involve the testing, removal or cleanup of any environmental contaminant or pollutant, the Limits of Liability, Coverages, and Terms will be as follows:

i. Limit of Liability:

1. \$2,000,000 Per Occurrence
2. \$4,000,000 General Aggregate

ii. Coverages and Terms:

1. Include Tail Coverage or an Extended Reporting Period for at Least Three Years After Completion

2. Coverage for Mold Must be up to the Full Policy Limit of Liability

(f) **Excess Liability Insurance.** The following Limits of Liability and Coverages will apply:

i. Limit of Liability:

1. \$5,000,000 any one occurrence and general aggregate annually; and
2. \$5,000,000 Annual Aggregate Products and Completed Operations

ii. Coverages and Terms:

1. Policy(ies) will apply on a Following Form Basis including Additional Insured Status on the following:
 - a. Commercial General Liability;
 - b. Automobile Liability; and
 - c. Employers Liability Coverage

EXHIBIT 20.4

NON-DISTURBANCE AND ATTORNMENT AGREEMENT

NON-DISTURBANCE AND ATTORNMENT AGREEMENT dated [REDACTED] (the "Agreement"), between [REDACTED], with an address of [REDACTED] ("Bank"), PHILADELPHIA REDEVELOPMENT AUTHORITY, having an office at 1234 Market Street, 16th Floor, Philadelphia, PA 19107 ("Landlord") and [REDACTED] having an office at [REDACTED] ("Subtenant").

BACKGROUND

A. Landlord and PR Gallery I Limited Partnership ("Tenant") are parties to that certain Amended and Restated Lease Agreement dated [REDACTED] ("Lease") whereby Tenant leases a portion of that certain property commonly known as The Gallery Mall located in Philadelphia, Pennsylvania ("Gallery Mall").

B. Subtenant has entered into a Sublease with Tenant dated [REDACTED] ("Sublease"), covering that portion of the Gallery Mall described on Schedule A hereof ("Leased Premises").

C. [As security for a loan made by Bank to Subtenant, Subtenant has given to Bank a Leasehold Mortgage dated [REDACTED], recorded in the Philadelphia Department of Records as Document Number [REDACTED] (as amended from time-to-time, the "Security Instrument"), constituting a lien against the Leased Premises.]

D. The parties now desire to enter into this Agreement for the purposes more fully set forth herein.

AGREEMENT

NOW, THEREFORE, the parties hereto, in consideration of the mutual covenants herein contained, and intending to be legally bound, hereby agree as follows:

1. **APPROVAL OF LEASE.** A copy of the Sublease is attached hereto as Exhibit I. Landlord does hereby approve of the terms of the Sublease and the execution and delivery thereof by Tenant in accordance with the terms of the Lease.

2. **ATTORNMENT.** Subtenant [and Bank, as appropriate], agree that they will attorn to and recognize: (i) any transferee who acquires title to the Gallery Mall or any portion thereof that includes the Leased Premises, whether by deed in lieu of foreclosure or other means; and (ii) the successors and assigns of such purchasers and/or transferees (each of the foregoing parties, a "Successor"), as its landlord for the unexpired balance (and any extensions, if exercised) of the term of the Sublease upon the same terms and conditions as set forth in the Sublease. Such attornment shall be effective and self-operative without the execution of any further instruments by any party hereto; provided, however, that Subtenant and Bank will, upon request by any Successor, execute a written agreement attorning to such Successor, affirming

Subtenant's obligations under the Sublease, and agreeing to pay all rent and other sums due or to become due to such Successor.

3. **NON-DISTURBANCE.** So long as Subtenant complies with Subtenant's obligations under this Agreement and is not in default under any of the terms, covenants or conditions of the Sublease, beyond any applicable cure period, Landlord will not disturb Subtenant's use, possession and enjoyment of the Leased Premises nor will the leasehold estate of Subtenant be affected or Subtenant's rights under the Sublease be impaired, including, without limitation, any right of set off set forth therein, in any foreclosure action, sale, transfer in lieu of the foregoing of the Gallery Mall, or the exercise of any other remedy pursuant to the Lease.

4. **LIMITATION OF LIABILITY.**

4.1 In the event that Landlord succeeds to the interest of Tenant under the Sublease, then Landlord and any Successor shall assume and be bound by the obligations of Tenant under the Sublease which accrue from and after such party's succession to Tenant's interest in the Subleased Premises, but Landlord and such Successor shall not be: (i) liable for any act or omission of any prior landlord (including Tenant); (ii) liable for the retention, application or return of any security deposit to the extent not paid over to Landlord; (iii) subject to any offsets or defenses which Subtenant might have against any prior landlord (including Tenant); (iv) bound by any rent or additional rent which Subtenant might have paid for more than the current month to any prior landlord (including Landlord); (v) bound by any provision of or modification to the Sublease that increases any Tenant obligation that Landlord would be required to assume pursuant to this Section, made without Landlord's or such Successor's prior written consent; (vi) obligated to cure any defaults of any prior landlord under the Sublease which occurred prior to the date on which Landlord or such Successor succeeded to Tenant's interest under the Lease, except such as constitute continuing defaults under the Sublease; or (vii) be liable for any construction obligation, contribution obligation or other incentive offered by Tenant under the Sublease. Nothing in this Section shall be deemed to waive any of Tenant's rights and remedies against any prior landlord.

4.2 In addition to the foregoing, Subtenant agrees that, except as specifically provided in Section 4.1 above, any person or entity which at any time hereafter becomes the sublandlord under the Sublease, including without limitation, Landlord or any Successor, shall be liable only for the performance of the obligations of the sublandlord under the Sublease which arise during the period of its or their ownership of the interest of the Subleased Premises and shall not be liable for any obligations of the landlord under the Lease which arise prior to or subsequent to such ownership. Subtenant further agrees that any such liability shall be limited to the interest of Landlord or such Successor in the Leased Premises, and Subtenant shall not be able to enforce any such liability against any other assets of Landlord or such Successor.

5. **MISCELLANEOUS.**

5.1 **Binding Effect.** This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.

5.2 Modifications. This Agreement may not be supplemented, amended or modified unless set forth in writing and signed by the parties hereto.

5.3 Notices. All notices and communications under this Agreement shall be in writing and shall be given by either (a) hand delivery, (b) first class mail (postage prepaid), or (c) reliable overnight commercial courier (charges prepaid) to the addresses listed in this Agreement. Notice shall be deemed to have been given and received: (i) if by hand delivery, upon delivery; (ii) if by mail, three (3) calendar days after the date first deposited in the United States mail; and (iii) if by overnight courier, on the date scheduled for delivery (but if such is not a business day, then on the next business day thereafter). A party may change its address by giving written notice to the other party as specified herein.

5.4 Governing Law. This Agreement shall be governed by and construed in accordance with the substantive laws of the Commonwealth of Pennsylvania.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, have duly executed and delivered this Non-Disturbance and Attornment Agreement under seal as of the day and year first above written.

SUBTENANT:

[_____]

By: _____
Name: _____
Title: _____

LANDLORD:

PHILADELPHIA REDEVELOPMENT
AUTHORITY

By: _____
Name: _____
Title: _____

BANK:

[_____]

By: _____
Name: _____
Title: _____

STATE OF _____ :

SS:

COUNTY OF _____ :

ON THIS, the _____ day of _____, 2015, before me, a Notary Public of the State and County aforestated, the undersigned officer, personally appeared _____, who acknowledged himself to be a/the _____ of [_____] Bank, a _____ corporation, and that he as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of said Corporation by himself as such officer.

WITNESS my hand and Notarial Seal the day and year first above written.

Notary Public

My Commission Expires:

STATE OF _____ :

SS:

COUNTY OF _____ :

ON THIS, the _____ day of _____, 2015, before me, a Notary Public of the State and County aforestated, the undersigned officer, personally appeared _____, who acknowledged himself to be a/the _____ of [_____], a [_____], and that he as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of said Corporation by himself as such officer.

WITNESS my hand and Notarial Seal the day and year first above written.

Notary Public

My Commission Expires:

COMMONWEALTH OF PENNSYLVANIA :

SS:

COUNTY OF :

ON THIS, the _____ day of _____, 2015, before me, a Notary Public of the State and County aforestated, the undersigned officer, personally appeared _____, who acknowledged himself to be a/the _____ of Philadelphia Redevelopment Authority and that he as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of said Corporation by himself as such officer.

WITNESS my hand and Notarial Seal the day and year first above written.

Notary Public

My Commission Expires:

SCHEDULE A
DESCRIPTION OF LEASED PREMISES

EXHIBIT 30

FORM OF

**GUARANTY OF PAYMENT, COMPLETION AND CERTAIN INDEMNIFICATION
OBLIGATIONS AGREEMENT**

THIS GUARANTY AGREEMENT, dated this ____ day of _____, 2015 (“Guaranty” or “Agreement”) from PREIT ASSOCIATES, LP, a Delaware limited partnership, with an address of c/o PREIT Services, LLC, 200 South Broad Street, The Bellevue, Third Floor, Philadelphia, PA 19102, Attn: Daniel Herman, Senior Vice President, Development (“PREIT”), and THE MACERICH PARTNERSHIP, L.P., a Delaware limited partnership having an address of [REDACTED] (“Macerich” and jointly, severally and collectively with PREIT, “Guarantor”) in favor of PHILADELPHIA REDEVELOPMENT AUTHORITY (“Landlord”), having an address at 1234 Market Street, 16th Floor, Philadelphia. Pennsylvania 19107.

WHEREAS, Landlord is landlord under a certain Amended and Restated Lease Agreement (“Lease”) dated _____, 2015, with PR Gallery I Limited Partnership, as tenant (“Tenant”) demising certain premises known as a portion of the Gallery Mall located in Philadelphia, Pennsylvania, as more particularly described in the Lease.

WHEREAS, Landlord is not willing to enter into the Lease unless each Guarantor guarantees the completion of the Entire Redevelopment Project, the payment of all obligations associated therewith and guarantees certain indemnification obligations of Tenant under the Lease.

NOW, THEREFORE, in consideration of, and to induce the Landlord to enter into the Lease with Tenant, and in consideration of other good and valuable consideration the receipt and sufficiency whereof is hereby acknowledged, each Guarantor hereby agrees with Landlord as follows:

1. All capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Lease.

2. Each Guarantor, absolutely, unconditionally, irrevocably and jointly and severally guarantees the full, complete and punctual observance, performance and satisfaction of all of the obligations, duties, covenants, and agreements of Tenant under the Lease with respect to (a) the construction and completion of the Entire Redevelopment Project free of any claim for mechanics’, materialmen or any other liens, and in accordance with the time periods and other requirements set forth in the Lease with respect to the Entire Redevelopment Project, including, without limitation, the obligation to perform, complete and pay for (or cause to be performed, completed and paid for) the construction of the Entire Redevelopment Project and to pay all costs of said construction (including any and all cost overruns) and all other costs associated with the Entire Redevelopment Project (including, without limitation, the costs of any architects’ and engineers’ fees; and (b) any obligation to indemnify Landlord or any public party in connection with termination of the Existing Maintenance Agreements and the dissolution of the Mall

Maintenance Corporations (collectively, the “Guaranteed Obligations”). Upon the issuance of the Certificate of Completion, this Agreement shall automatically cease and terminate.

3. In the event Tenant fails to perform or complete any obligation under the Lease that is a Guaranteed Obligation, Guarantor agrees, on demand by Landlord, to perform such obligation, and Landlord shall have no obligation to first pursue any other right or remedy against the Tenant with respect thereto.

4. This Guaranty is unconditional and absolute and if, for any reason whatsoever, any sum payable hereunder, or any part thereof, shall not be paid promptly when due, Guarantor will immediately pay the same to the Landlord, together with interest thereon at the Default Interest Rate (as such term is defined and set forth in the Lease), from the date when the same was due to the date of payment, regardless of any defenses or rights of setoff or counterclaims which Tenant may have or assert, and regardless of whether the Landlord, its successors or assigns, shall have taken any steps to enforce any rights against Tenant or any other person, corporation or organization, to collect any of said sums, and regardless of any other condition or contingency. Guarantor also agrees to pay to Landlord such further amount as shall be sufficient to cover the cost and expense of collecting such sums or of otherwise enforcing this Agreement, including, in any case, compensation to the attorney for the Landlord for all services rendered in connection therewith.

5. The obligations, covenants, agreements and duties of Guarantor under this Agreement shall in no way be affected or impaired by reason of the happening from time to time of any of the following with respect to the Lease or this Agreement, although without notice to or the further consent of Guarantor, or each or any or all of Guarantor:

(a) the waiver by Landlord, its successors or assigns of the performance or observance by Tenant or by Guarantor of any of the agreements, covenants, terms or conditions contained in the Lease or this Agreement;

(b) the extension, in whole or in part, of the time for the payment by Tenant or by Guarantor of any sums owing or payable under any of such instruments, or of any other sums or obligations under or arising out of or on account of the Lease or this Agreement, or the extension or renewal thereof;

(c) any assignment or subletting of the Lease by Tenant (except as otherwise set forth in the Lease);

(d) the modification or amendment (whether material or otherwise) of any of the obligations of Tenant or of Guarantor as set forth in the Lease or this Agreement;

(e) the doing or the omission of any of the acts mentioned in any of such instruments;

(f) any failure, omission, delay, or lack on the part of the Landlord, its successors or assigns, to enforce, assert or exercise any right, power or remedy conferred on the Landlord, its successors or assigns, in the Lease or this Agreement or any action on the part of the Landlord, its successors or assigns, granting indulgence or extension in any form whatsoever;

(g) the voluntary or involuntary liquidation, dissolution, sale of all or substantially all of the assets, marshalling of assets and liabilities, receivership, insolvency, bankruptcy, assignment for the benefit of creditors, reorganization, arrangement, composition or readjustment of, or other proceeding affecting the Tenant or any of its assets; and

(h) the release of the Tenant or Guarantor from performance or observance of any agreements, covenants, terms or conditions contained in the Lease or this Agreement by operation of law.

6. If Guarantor shall advance any sums to Tenant or its successors or assigns, or if Tenant or its successors or assigns shall be or shall hereafter become indebted to Guarantor such sums and indebtedness shall be subordinate in all respects to the amounts then or thereafter due and owing to Landlord under the Lease and to Landlord under this Guaranty. Nothing herein contained shall be construed to give Guarantor any right of subrogation in and to Landlord's or Landlord's rights under or interest in the Lease until all amounts owing to Landlord under the Lease and this Guaranty have been paid in full.

7. The Guarantor, and each and any or all of Guarantor, hereby waives:

(a) Other than a demand for payment or performance, all notices, including but not limited to (i) notice of acceptance of this Agreement; (ii) notice of presentation, demand for payment or protest; and

(b) All defenses, offsets and counterclaims which Guarantor, and each and any or all of Guarantor, may at any time have to any action or proceeding of any kind that may be instituted on this Guaranty (but nothing contained herein shall be construed to limit any defense available to Tenant under the Lease) and Guarantor shall be bound by any final resolution of a trial court of first impression including a bankruptcy court issued in connection with a Dispute Proceeding under the Lease.

8. Any notice, demand, request or other communication given hereunder or in connection herewith ("Notice") shall be deemed sufficient if in writing and sent by certified mail, postage prepaid, return receipt requested, addressed to the party to receive such Notice at said party's address first set forth above or at such other address as such party may hereafter designate by a Notice given in like fashion.

9. All rights and remedies afforded to the Landlord by reason of this Guaranty, the Lease or by law or in equity are separate and cumulative and the exercise of one shall not in any way limit or prejudice the exercise of any other of such rights or remedies. No delay or omission by the Landlord in exercising any such right or remedy shall operate as a waiver thereof. No waiver of any right or remedy hereunder, and no modification or amendment hereof, shall be deemed made by Landlord unless in writing and duly signed by Landlord. Any such written waiver shall apply only to the particular instance specified therein and shall not impair the further exercise of such right or remedy or of any other right or remedy of Landlord, and no single or partial exercise of any right or remedy hereunder shall preclude other or further exercise thereof or of any other right or remedy.

10. It is agreed that this Guaranty shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.

11. Guarantor hereby agrees to the exclusive jurisdiction of the Court of Common Pleas in Philadelphia County, Commonwealth of Pennsylvania or in the United States District Court for the Eastern District of Pennsylvania, as Landlord may elect, as well as to the jurisdiction of all courts from which an appeal may be taken from the aforesaid courts, for the purpose of any suit, action or other proceeding arising out of or with respect to this Guaranty, EACH GUARANTOR AND LANDLORD KNOWINGLY, INTENTIONALLY, VOLUNTARILY AND IRREVOCABLY AND EXPRESSLY WAIVES ANY RIGHT TO A JURY TRIAL IN CONNECTION WITH THE ENFORCEMENT OF THIS GUARANTY, and any and all objections Guarantor may have as to venue in any of said courts.

12. This Guaranty shall inure to the benefit of, and be enforceable by, Landlord and its successors and assigns, and shall be binding upon, and enforceable against, Guarantor and the respective heirs, executors, administrators, successors and assigns of each of Guarantor. The obligation of the parties named herein as Guarantor are and shall be joint and several.

13. If claim is ever made upon Landlord for repayment or recovery of any amount or amounts received by Landlord in payment of the obligations of Tenant to Landlord, and Landlord repays all or part of said amount by reasons of (a) any judgment, decree or order of any court or administrative body having jurisdiction over Landlord or any of its property, or (b) any settlement or compromise of any such claim effected by Landlord with any such claimant (other than Guarantor), then, Guarantor hereby agrees that he/she/they shall be bound by any such judgment, decree, order, settlement, or compromise, notwithstanding any revocation hereof or the cancellation of the Lease, and Guarantor shall be and remain liable to Landlord for the amount so repaid or recovered to the same extent as if such amount had never originally been received by Landlord.

14. If any part of this Guaranty is adjudged illegal, invalid, unenforceable, or, except as may be expressly provided for herein, amended or modified, the remainder shall not be affected thereby.

15. This Agreement may not be modified or amended, other than as expressly provided elsewhere herein, except by a written agreement duly executed by each and all of Guarantor with the consent of the Landlord in writing.

IN WITNESS WHEREOF, each of Guarantor has executed this Agreement under seal, intending to be legally bound the date first above written.

GUARANTOR:

PREIT ASSOCIATES, LP

By its general partner, Pennsylvania Real Estate
Investment Trust

By: _____ [SEAL]
Name: _____
Title: _____

THE MACERICH PARTNERSHIP, L.P.

By its general partner [REDACTED]

By: _____ [SEAL]
Name: _____
Title: _____

EXHIBIT 31

PURCHASE OBLIGATION

In consideration of the Lease, the commitment to redevelop the Entire Redevelopment Project and other good and valuable consideration, intending to be legally bound, the Landlord and Tenant agree as follows:

1. Obligation. Tenant agrees to purchase, and Landlord agrees to sell, all of Landlord's right, title and interest in the Property in accordance with the provisions set forth herein.

The "Property" means all of Landlord's interest in or claim of interest in, if any:

- (i) The real property described in the deed attached hereto as Exhibit A (the "Land");
- (ii) the buildings and other improvements located on the Land, including all fixtures, electrical, heating, ventilating, air conditioning, plumbing, security, fire suppression and other mechanical systems, including the reversionary interests therein ("Improvements");
- (iii) all easements, rights of way, licenses, privileges, hereditaments and appurtenances, if any, belonging to or inuring to the benefit of the Land ("Appurtenances"; the Land, Improvements, and Appurtenances are collectively, the "Real Property");
- (iv) tangible personal property located at, upon or under the Land used in connection with the ownership, operation, maintenance, use or occupancy of the Premises leased pursuant to the Lease (the "Personal Property"); and
- (v) all licenses, authorizations, approvals, permits and certificates of occupancy issued by any Governmental Authority and relating to the ownership, use, operation or occupancy of the Premises, all right, title and interest of Seller in the trade name "Gallery" or "Gallery at Market East" of any variations thereof, and all logos used in connection with such trade name ("Intangibles").

2. Conditions Precedent. The following are conditions precedent to Tenant's obligation to purchase the Property, any of which Tenant, at its sole and absolute discretion, may waive:

- (a) Landlord shall have obtained, at its sole cost and expense and in writing, evidence of its right and authority to convey the Property from the DOT (as provided in Section 31 of the Lease) and any other governmental or quasi-governmental authority from whom evidence may be required (including, if applicable, the City of Philadelphia) (collectively, "Premises Conveyance Authorization").
- (b) The Premises Conveyance Authorization shall have been obtained for the conveyance of the "Property" as defined in the New Amended and Restated Gallery II Lease and the New Amended and Restated JCP Lease to the tenants thereunder, as more fully set forth in the same (together with the Premises Conveyance Authorization, the "Entire Project").

Conveyance Authorization”). Promptly upon receipt of the Entire Project Conveyance Authorization, Landlord shall deliver true, complete copies of the same to Tenant.

(c) Title to the Property shall be free of mortgages or security interests (of a discernible amount) voluntarily placed upon or against the Property by Landlord (and Landlord, at its costs and expense, shall cause the same to be removed or released prior to, and as a condition to, Closing), but subject to the Public Access Easement as described in the Lease.

i. Upon receipt of the Purchase Notice, Tenant will obtain a title insurance commitment with respect to the Property (or an update of the Existing Title Commitment (defined hereinafter); as the case may be, the “Title Report”). Attached as Schedule A to this Exhibit 31 is a title commitment prepared by First American Title Insurance Company dated not later than the Effective Date and not earlier than the date City Council approves this Lease (“Existing Title Commitments”).

ii. If the Title Report reveals a Material Title Defect (defined below), Tenant shall promptly notify Landlord (“Defect Notice”). Thereafter, the parties shall endeavor in good faith to determine if there is a mutually acceptable resolution to the Material Title Defect and if the Material Title Defect cannot be resolved, Tenant shall not be obligated to accept the conveyance of the Property until the Material Title Defect has been resolved or Tenant’s Title Insurance Company agrees to insure over such defect. Closing shall be postponed until ten (10) days after resolution of the Material Title Defect.

iii. Definitions.

A. “Material Title Defect” means a New Item (defined hereinafter) that (i) prevents use of the Property, or a material portion thereof, as a mixed-use retail center, or (ii) is a material cloud preventing transfer of the ownership of the Property, including, but not limited to, any reversionary or other claim of ownership.

B. “New Item” means any title item or condition revealed in the Title Report that is not shown on the Existing Title Commitment provided; however, that in no event shall “New Item” include (X) any item or condition resulting from any PREIT Party’s acts or omissions; or (Y) any item or condition that has resulted from facts or circumstances arising after the Effective Date of the Lease; or (Z) the Public Access Easement or the other agreements contemplated hereunder.

(e) Neither Landlord nor Tenant shall have terminated the Lease in accordance with their respective rights under the Lease.

(f) There shall be no hazardous contamination of the Premises caused by Landlord, its Representatives or contractors after the Effective Date of the Lease.

3. Purchase Price. The purchase price for the Property (the "Purchase Price") is One Dollar (\$1.00) which shall be paid at Closing by wire transfer of immediately available funds.

4. AS/IS. The conveyance of the Property shall be in its then current as/is, where/is condition on the date of Closing, with all faults and without any representation or warranty of Landlord whatsoever, other than as set forth in any conveyance document, all such warranties being hereby disclaimed.

5. Closing.

5.1. Time and Place. Closing on the under this Agreement (the "Closing") shall be held at the offices of Tenant in Philadelphia, Pennsylvania, on the date selected by Tenant that is no later than sixty (60) days after receipt of the Purchase Notice.

5.2. Landlord's Deliveries. At Closing: (i) a special warranty deed for the Real Property, duly executed and acknowledged by Landlord, in proper form for recording, subject to the provisions of the Lease than run with the land in the form set forth herein as Exhibit A; (ii) a quit claim bill of sale conveying the Personal Property and Intangibles, free and clear of all liens, security interests and encumbrances; (iii) an assignment and assumption agreement or agreements respecting (a) the Leasehold Interests, (b) Intangibles (if the nature of the same is conveyed by assignment rather than bill of sale), (c) the Lease (d) insurance or condemnation proceeds that Landlord may be entitled to under the Lease, if any (collectively, "Assignment and Assumption Agreements"); (iv) an affidavit, in accordance with the Foreign Investment in Real Property Tax Act; (v) an affidavit to Tenant's title insurance company in a form acceptable to Landlord; and (vii) such other documents as may be reasonably required to consummate Closing.

5.3. Tenant's Deliveries. Tenant shall deliver or cause to be delivered to Landlord the following: (i) the Purchase Price; (ii) Assignment and Assumption Agreements; (iii) such other documents as may be reasonably required to complete Closing.

6. Transfer Taxes and Other Closing Costs. All realty transfer taxes, documentary stamp taxes, recording taxes or similar charges imposed on any document executed or delivered pursuant to this Agreement or otherwise in connection with this transaction or any assignment thereof, shall be borne by Tenant. Tenant shall pay all title insurance premiums charged by Tenant's title insurance company. Each party shall bear its own counsel fees. All other recording and closing costs of any nature or description shall be borne or apportioned in accordance with the custom and practice in the jurisdiction in which the Premises is located. In no event, however, shall any tax, utility or rent or other charge be prorated.

7. Designee or Nominee. Tenant shall be permitted to designate an Affiliate of it or either Guarantor (provided that such nominee has, as of the date of Closing, a tangible net worth at least equal to that of Tenant as of the Effective Date) to take title to the Property and, if it does so, prior to Closing Landlord and Tenant shall enter into an agreement (or novation) terminating Tenant's obligation to purchase the Property and requiring such designee to purchase the Property in accordance with the terms of this Exhibit. Tenant shall be responsible for any

additional realty transfer tax or other charges, fees or impositions imposed as a result of such designation.

8. No Merger. In the event Tenant takes title to the Property, the parties expressly understand and agree that, except as hereinafter provided, no merger of the leasehold estate created by the Lease or otherwise with the fee estate shall occur and the Lease shall continue in full force and effect after Closing, unless Tenant elects to permit such merger. Tenant agrees that the non-merger of the Landlord's Interest and the Tenant's Interest upon a conveyance of the fee does not affect whether there has been a transfer of the fee for realty transfer tax purposes or the value that is subject to realty transfer tax (i.e., it will not reduce any realty transfer tax imposed on the transfer). Further, Tenant therefore agrees that for purposes of realty transfer tax only and for no other purpose, upon the conveyance of the fee interest in the Property, the Lease and leasehold interest created thereby shall merge with the Deed and fee interest conveyed thereunder.

EXHIBIT A

FORM OF DEED

Attached.

PREPARED BY:

Kevin S. Blanton, Esq.
Schnader Harrison Segal & Lewis LLP
1600 Market Street, Suite 3600
Philadelphia, PA 19103

AFTER RECORDING RETURN TO:

OPA NO.: 88-2506502, 78-1209500, and 78-1209600

ADDRESS: 833 Market Street, 901 Market Street (a/k/a 901-905 Market Street), and 901 Market Street Unit A

FEE SIMPLE DEED

THIS INDENTURE dated this _____ day of _____, 201_ between **PHILADELPHIA REDEVELOPMENT AUTHORITY** (formerly known as the Redevelopment Authority of the City of Philadelphia), a public body and body corporate and politic, duly created and organized pursuant to, and in accordance with, the provisions of the Urban Redevelopment Law of May 24, 1945 of the Commonwealth of Pennsylvania and laws supplemental thereto ("Grantor"), and **PR GALLERY I LIMITED PARTNERSHIP**, a Pennsylvania limited partnership ("Grantee").

WITNESSETH:

THAT the said Grantor, for and in consideration of the sum of One Dollar (**\$1.00**), lawful money of the United States of America unto it well and truly paid by the said Grantee, at or before the sealing and delivery hereof and other good and valuable consideration, including, without limitation, the redevelopment commitments with respect to the Premises, the receipt whereof is hereby acknowledged, has granted, bargained and sold, released and confirmed, and by these presents does grant, bargain and sell, release and confirm unto the said Grantee, its successors and assigns, certain premises situate in the City and County of Philadelphia, Pennsylvania, as fully described on Exhibit "A" attached hereto and made a part hereof (the "Premises").

UNDER AND SUBJECT to any and all easements, restrictions, conditions, agreements and other matters as of record, including, without limitation, the restrictions on transfer of the

Premises set forth therein, and as otherwise set forth herein, including in the exhibits hereto.

UNDER AND SUBJECT to the rights of all third parties and the public with respect to access or any other right in connection with the Premises or the use, operation or maintenance thereof, without regard to whether such rights exist by virtue of instruments of record or otherwise and without regard to whether such rights impose obligations on Grantee not otherwise set forth herein. Grantee hereby accepts the grant of the Premises subject to such rights and agrees to be bound by such obligations and shall and does release and indemnify Grantor, the City of Philadelphia (“City”) and their agents from any claim, cost, demand, liability, suit or cause of action related thereto or arising therefrom.

UNDER AND SUBJECT to the following Non-Discrimination Covenants in connection with the use of the Premises:

Grantee hereby covenants, promises and agrees to the following non-discrimination covenants related to the use of the Premises (“Non-Discrimination Covenants”):

No person shall be deprived of the right to live in the Premises (if applicable), or to use any of the facilities therein, for reasons that would violate federal, state or local laws prohibiting discrimination because of race, color, religion or national origin, affectional preference or gender identity.

There shall be no discrimination in the use, sale or lease of any part of the Premises because of race, color, religion or national origin, affectional preference or gender identity.

Any refusal to do business with qualified minority, disadvantaged or women businesses may result in liability for a breach of contractual obligations and/or violation(s) of federal, state or local laws notwithstanding the absence of any direct evidence of discriminatory intent. Grantee agrees to cooperate fully and expeditiously with Grantor’s reasonable requests for information pertaining to Grantee’s compliance with all equal employment and other civil rights obligations.

The Nondiscrimination Covenants shall be covenants running with the land and shall be binding on the Premises and any improvements thereon or subsequently constructed thereon, in any event, and without regard to technical classification or designation, legal or otherwise, to the fullest extent permitted by law and equity, for the benefit and in favor of, and enforceable by, Grantor, its successors and assigns, the City, and the United States of America (“United States”). In amplification, and not in restriction, of the Nondiscrimination Covenants, it is intended and agreed that Grantor and its successors and assigns, City, and the United States shall be deemed beneficiaries of the Nondiscrimination Covenants, for and in their or its own right and also for the purposes of protecting the interests of the community and other parties, public or private, in whose favor or for whose benefit such agreements and covenants have been provided. Such agreements and covenants shall run in favor of Grantor, City, and the United States, for the entire period during which such agreements and covenants shall be in force and

effect, without regard to whether Grantor, City or the United States has at any time been, remains, or is an owner of any land or interest therein to, or in favor of, which such agreements and covenants relate. Grantor, City and United States shall have the right, in the event of any breach of the Nondiscrimination Covenants, to exercise all the rights and remedies, and to maintain any actions or suits at law or in equity or other proper proceedings to enforce the curing of such breach. Further, without limiting the generality of the foregoing, in the event that Grantee is not in compliance with the Non-Discrimination Covenants or with any of the aforementioned rules, regulations or orders, Grantee may be declared ineligible for federal government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965 (“Executive Order”), and such other sanctions may be imposed and remedies invoked as provided in the Executive Order or by rules, regulations or orders of the Secretary of Labor or the Secretary of Housing and Urban Development, or as otherwise provided by applicable laws.

UNDER AND SUBJECT to a restriction and prohibition against the use of the Premises, the improvements now located or hereinafter constructed thereon, or any portion thereof, for purposes of casino gambling, which prohibition shall be for the benefit of Grantor, its successors and assigns and may be waived only by Grantor or its successors and assigns alone and in its sole discretion.

UNDER AND SUBJECT to the following restrictions relating to the use or occupancy of the Premises or the construction or erection of any improvements on or to the Premises or any part thereof:

(1) Grantee and its successors and assigns shall not perform any alteration, construction or improvements that impact or may impact the Truck Tunnel or Commuter Rail Tunnel (as each are defined on Exhibit B) or the access, use, functionality or operation thereof without, in each instance, the prior written approval of Grantor.

(2) Grantor or the City and its successors shall have the option, exercisable in its sole discretion, to be effectuated by filing a confirmatory deed thereto with specific reference to the provisions hereof, to cause the portion of the Premises consisting of areas above the 9th Street public right-of-way to be re-conveyed to Grantor or the City in the event that such area is not improved by a physical structure (and for which construction thereof has not commenced) for a period of five (5) or more consecutive years. Upon such re-conveyance, Grantee, its successors and assigns, shall forfeit any and all equitable and legal claims or interest in the portion of the Premises re-conveyed, including any improvements made thereto.

(3) The requirements of Ordinances and agreements required thereunder with respect to the striking of public streets that are included as part of the Premises as set forth on Exhibit C.

UNDER AND SUBJECT to that certain Reciprocal Easement Agreement dated [REDACTED] and recorded in the Philadelphia Department of Records as instrument number [REDACTED] between and among Grantor, Grantee and [REDACTED] with respect to the

shared usage and maintenance of the Truck Tunnel, shared mechanical, electrical and plumbing installations and certain other matters more fully set forth therein.

UNDER AND SUBJECT to the following indemnification obligations: Except to the extent caused by the gross negligence or willful misconduct of Grantor, its employees, agents or contractors, Grantee will indemnify and defend (with counsel of Grantor's selection), Grantor and save it harmless from and against any and all claims, actions, suits, proceedings, losses, damages, liabilities and expenses (including without limitation fees of attorneys, investigators and experts) ("Claims") arising or alleged to arise from or in connection with: the condition, use, occupancy, operation, maintenance, management or subletting of the Premises; any occurrence of any nature on the Premises (including the sidewalks, any common areas and access thereto), including, without limitation, any injury to, or death of, any person or any damage to or loss of property. With respect to the foregoing indemnity only, Grantee hereby waives any defenses or immunities it may at any time have under or pursuant to: (a) any insurance policy maintained by or on behalf of Grantee (including, without limitation, any workers' compensation policy or comparable policy and/or (b) any applicable worker's compensation laws. These indemnification obligations run with the land and shall bind the parties and their successors and assigns.

UNDER AND SUBJECT to the perpetual, non-exclusive right of public pedestrian access, ingress, egress and regress through that portion of the Premises identified on Exhibit D ("Public Access Easement") in accordance with and subject to the rights and obligations of the parties with respect to the Public Access Easement set forth on Exhibit D. The Public Access Easement shall burden the property comprising the area thereof and shall run with land. Any conveyance of the Premises or any portion thereof shall be under and subject to the Public Access Easement and all provisions with respect thereto, including, without limitation, those set forth on Exhibit D.

UNDER AND SUBJECT to a free, uninterrupted, perpetual easement, right of access and right of structural, vertical and lateral support in and to all structural members, columns, supports, footings, foundations and other structural members or elements necessary for the maintenance, existence and support of the Truck Tunnel and Commuter Rail Tunnel.

UNDER AND SUBJECT to a free, perpetual, uninterrupted and non-exclusive right, liberty and privilege of, and passage in, along and through, the area described in Exhibit B as the Truck Tunnel (the "Truck Tunnel") for the purpose of truck and vehicular access and service to and from the Premises from Arch Street in favor of the owner, its successors and assigns, of the property located at 1101 Market Street, currently known as the Aramark Building and all other lawful users thereof.

UNDER AND SUBJECT to compliance with respect to the Premises to the City's Percent for Art ordinance set forth in Section 16-103 of the Philadelphia Code, as amended, which requirement shall run with the land and continue to burden the Premises.

TOGETHER with a free, perpetual, uninterrupted and non-exclusive right, liberty and

privilege of and passage in, along and through, the Truck Tunnel and the area described in Exhibit E as the Truck Ramp for the purpose of truck and vehicular access and service to the Premises from Arch Street.

TOGETHER with all and singular the buildings, improvements, ways, streets, alleys, driveways, passages, waters, water-courses, rights, liberties, privileges, hereditaments and appurtenances, whatsoever unto the hereby granted Premises belonging or in any wise appertaining, and the reversions and remainders, excepting only those reversions and remainders set forth herein, rents, issues and profits thereof; and all the estate, right, title, interest, property, claim and demand whatsoever of the said Grantor, as well at law as in equity, of, in, and to the same.

TO HAVE AND TO HOLD the Premises, together with the buildings and improvements thereon erected, with the hereditaments and Premises hereby granted, or mentioned, and intended so to be, with the appurtenances, unto the said Grantee, its successors and assigns, to and for the only proper use and behoof of the said Grantee, its successors and assigns, forever.

UNDER AND SUBJECT as aforesaid.

AND the said Grantor, for itself and its successors, does covenant, promise and agree, to and with the said Grantee and its successors and assigns, by these presents, that the said Grantor and its successors, all and singular the hereditaments and Premises hereby granted or mentioned and intended so to be, with the appurtenances, unto the said Grantee, its successors and assigns, against the said Grantor and its successors, and against all and every person and persons whomsoever lawfully claiming or to claim the same or any part thereof, by, from or under it, them, or any of them, shall and will, UNDER AND SUBJECT as aforesaid, WARRANT and forever DEFEND.

IN WITNESS WHEREOF, the Grantor has caused this Indenture to be executed as of the day and year first above written.

GRANTOR:

PHILADELPHIA REDEVELOPMENT
AUTHORITY

By: _____
Name: Brian Abernathy
Title: Executive Director

I hereby certify that the address
of the within-named Grantee is:

[REDACTED]
[REDACTED]

for Grantee

=====

COMMONWEALTH OF PENNSYLVANIA :
 : SS:
COUNTY OF PHILADELPHIA :

ON THIS, the _____ day of _____, 201_, before me, a Notary Public of the State and County stated above, the undersigned officer, personally appeared Brian Abernathy, who acknowledged himself to be the Executive Director of Philadelphia Redevelopment Authority, and that he in such capacity, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing his name in such capacity on behalf of said Authority.

WITNESS my hand and Notarial Seal the day and year first above written.

Notary Public
My Commission Expires:

EXHIBIT "A"

LEGAL DESCRIPTIONS AND RECITAL

GALLERY I TRUCK LEVEL

The following five described areas make up the Gallery I section of the Truck Level of The Gallery.

GALLERY I WEST SECTION

All that certain parcel of ground situate in the City of Philadelphia, Commonwealth of Pennsylvania, being more particularly bounded and described as follows;

Beginning at a point on the westerly right-of-way line of 9th Street, (55.781' wide), said point being located at the intersection of said westerly right-of-way line of 9th Street and the northerly right-of-way line of Market Street (100 feet wide) and extending thence;

1. Along said northerly line of Market Street, North 78°59'00" West, a distance of 67.900 feet; thence,
2. Leaving said line and extending, North 11°01'00" East, a distance of 128.560 feet; thence,
3. North 78°59'00" West, a distance of 322.320 feet to a point on the easterly right-of-way line of 10th Street (55.781' wide); thence,
4. Along said easterly line of 10th Street, North 11°01'00" East, a distance of 62.750 feet; thence,
5. South 78°59'00" East, a distance of 207.154 feet; thence,
6. North 11°01'00" East, a distance of 59.740 feet to a point in the southerly right-of-way line of the Center City Commuter Rail Connection; thence,
7. Along said line of the Center City Commuter Rail Connection, on an arc curving to the left, having a radius of 603.334 feet, a distance of 129.023 feet and a central angle of 12°15'10" and being subtended by a chord which bears North 75°30'42" East, a chord length of 128.778 feet to a point on the southerly right-of-way line of Filbert Street; thence,
8. Along said line of Filbert Street, South 78°59'00" East, a distance of 66.838 feet to a point on the aforementioned westerly right-of-way line of 9th Street; thence,
9. Along said line of 9th Street, South 11°01'00" West, a distance of 306.500 feet to the first mentioned point and place of beginning.

Containing 1.166 ACRES, more or less.

The above described area beginning at the top of the structural slab of the Mall Level, and extending downward indefinitely.

AND

PORTION UNDER NORTH 9TH STREET

All that certain parcel of ground situate in the City of Philadelphia, Commonwealth of Pennsylvania, being more particularly bounded and described as follows;

Beginning at a point on the easterly right-of-way line of 9th Street, (55.781' wide), said point being located at the intersection of said easterly right-of-way line of 9th Street and the northerly right-of-way line of Market Street (100 feet wide) and extending thence;

1. Crossing the right-of-way of 9th Street, North 78°59'00" West, a distance of 55.781 feet to a point in the westerly right-of-way line of 9th Street; thence,
2. Along the said line of 9th Street, North 11°01'00" East, a distance of 306.500 feet; thence,
3. Crossing the right-of-way of 9th Street, South 78°59'00" East, a distance of 55.781 feet to a point in the easterly right-of-way line of 9th Street; thence,
4. Along said line of 9th Street, South 11°01'00" West, a distance of 306.500 feet to the first mentioned point and place of beginning.

Containing 0.392 ACRES, more or less.

Area is limited in vertical dimension to the space lying between the underside of the foundation and the structural members forming the bottom of the Truck Level, and the top of the structural slab separating the Truck Level from the Mall Level.

AND

GALLERY I EAST SECTION

All that certain parcel of ground situate in the City of Philadelphia, Commonwealth of Pennsylvania, being more particularly bounded and described as follows;

Beginning at a point on the easterly right-of-way line of 9th Street, (55.781' wide), said point being located at the intersection of said easterly right-of-way line of 9th Street and the northerly right-of-way line of Market Street (100 feet wide) and extending thence;

1. Along said easterly line of 9th Street, North 11°01'00" East, a distance of 306.500 feet to a point on the southerly right-of-way line of Filbert Street; thence,
2. Along said line of Filbert Street, South 78°59'00" East, a distance of 97.000 feet to a point in the westerly line of 801 Market Street; thence,
3. Along said line of 801 Market Street, South 11°21'00" West, a distance of 306.500 feet to a point on the aforementioned northerly right-of-way line of Market Street; thence,
4. Along said line of Market Street, North 78°59'00" West, a distance of 95.220 feet to the first mentioned point and place of beginning.

Containing 0.676 ACRES, more or less.

The above described area beginning at the top of the structural slab of the Mall Level, and extending downward indefinitely.

AND

PORTION UNDER MARKET STREET

All that certain parcel of ground situate in the City of Philadelphia, Commonwealth of Pennsylvania, being more particularly bounded and described as follows;

Beginning at a point on the northerly right-of-way line of Market Street (100 feet wide), said point being located North 78°59'00" West, a distance of 50.000 feet from the intersection of the westerly right-of-way line of 9th Street, (55.781' wide) and the northerly right-of-way line of Market Street, and extending thence;

1. Along the northerly right-of-way line of Market Street, South 78°59'00" East, a distance of 144.000 feet to a point; thence,
2. Leaving said line and extending in the bed of Market Street, South 11°01'00" West, a distance of 20.000 feet; thence,
3. North 78°59'00" West, a distance of 144.000 feet; thence,
4. North 11°01'00" East, a distance of 20.000 feet to the first mentioned point and place of beginning.

Containing 0.066 ACRES, more or less.

The above described area being bounded on the top by the top of the structural slab of the Mall Level, and extending downwards to the underside of the foundation & the structural members forming the bottom of the Truck Level.

**GALLERY I
MALL LEVEL**

The following six described areas make up the Gallery I section of the Mall Level of The Gallery.

907 MARKET SECTION

All that certain parcel of ground situate in the City of Philadelphia, Commonwealth of Pennsylvania, being more particularly bounded and described as follows;

Beginning at a point on the easterly right-of-way line of 10th Street, (55.781' wide), said point being located North 11°01'00" East, a distance of 128.560 feet from the intersection of said easterly right-of-way line of 10th Street and the northerly right-of-way line of Market Street (100.000 feet wide) and extending thence;

1. Along said easterly line of 10th Street, North 11°01'00" East, a distance of 62.750 feet; thence,
2. Leaving said line and extending South 78°59'00" East, a distance of 210.570 feet; thence,
3. South 11°01'00" West, a distance of 62.750 feet; thence,

4. North 78°59'00" West, a distance of 210.570 feet to the first mentioned point and place of beginning.

Containing 0.303 acres, more or less.

The above described area beginning at the top of the structural slab of the Mall Level, and extending upwards to the top of the structural slab of the Street Level.

AND

GALLERY I WEST SECTION

All that certain parcel of ground situate in the City of Philadelphia, Commonwealth of Pennsylvania, being more particularly bounded and described as follows;

Beginning at a point on the westerly right-of-way line of 9th Street, (55.781' wide), said point being located at the intersection of said westerly right-of-way line of 9th Street and the southerly right-of-way line of Filbert Street (53.50 feet wide) and extending thence;

1. Along said westerly right-of-way line of 9th Street, South 11°01'00" West, a distance of 306.500 feet to a point in the northerly right-of-way line of Market Street (100 feet wide); thence,
2. Along said line of Market Street, North 78°59'00" West, a distance of 67.900 feet; thence,
3. Leaving said line and extending, North 11°01'00" East, a distance of 128.560 feet; thence,
4. North 78°59'00" West, a distance of 111.750 feet; thence,
5. North 11°01'00" East, a distance of 177.940 feet to a point on the aforementioned southerly right-of-way line of Filbert Street; thence,
6. Along said line of Filbert Street, South 78°59'00" East, a distance of 179.650 feet to the first mentioned point and place of beginning.

Containing 0.934 acres, more or less.

The above described area beginning at the top of the structural slab of the Mall Level, and extending upwards to the top of the structural slab of the Street Level.

AND

9th STREET SECTION

All that certain parcel of ground situate in the City of Philadelphia, Commonwealth of Pennsylvania, being more particularly bounded and described as follows;

Beginning at a point on the westerly right-of-way line of 9th Street, (55.781' wide), said point being located at the intersection of said westerly right-of-way line of 9th Street and the southerly right-of-way line of Filbert Street (53.50 feet wide) and extending thence;

1. Crossing the bed of the aforementioned 9th Street, South 78°59'00" East, a distance of 55.781 feet to a point on the easterly right-of-way line of 9th Street; thence,
2. Along said line of 9th Street, South 11°01'00" West, a distance of 306.500 feet to a point in the bed of Market Street, thence,
3. Through the bed of Market Street, North 78°59'00" West, a distance of 55.781 feet; thence,
4. Along the westerly line of 9th Street, North 11°01'00" East, a distance of 306.500 feet to the first mentioned point and place of beginning.

Containing 0.392 acres, more or less.

The above described area beginning at the top of the structural slab of the Mall Level, and extending upwards to the top of the structural slab of the Street Level.

AND

GALLERY I EAST SECTION

All that certain parcel of ground situate in the City of Philadelphia, Commonwealth of Pennsylvania, being more particularly bounded and described as follows;

Beginning at a point on the easterly right-of-way line of 9th Street, (55.781 feet wide), said point being located at the intersection of said easterly right-of-way line of 9th Street and the southerly right-of-way line of Filbert Street (53.50 feet wide) and extending thence;

1. Along said southerly right-of-way line of Filbert Street, South 78°59'00" East, a distance of 97.000 feet; thence,
2. Leaving said line and extending, South 11°21'00" West, a distance of 306.500 feet to a point on the northerly right-of-way line of Market street (100 feet wide); thence,
3. Along said line of Market Street, North 78°59'00" West, a distance of 95.217 feet; thence,
4. Along the aforementioned easterly right-of-way line of 9th Street, North 11°01'00" East, a distance of 306.500 feet to the first mentioned point and place of beginning.

Containing 0.676 acres, more or less.

The above described area beginning at the top of the structural slab of the Mall Level, and extending upwards to the top of the structural slab of the Street Level.

AND

PORTION UNDER MARKET STREET

All that certain parcel of ground situate in the City of Philadelphia, Commonwealth of Pennsylvania, being more particularly bounded and described as follows;

Beginning at a point on the northerly right-of-way line of Market Street (100 feet wide), said point being located North 78°59'00" West, a distance of 50.000 feet from the intersection of the westerly right-of-way line of 9th Street, (55.781' wide) and the northerly right-of-way line of Market Street, and extending thence;

1. Along the northerly right-of-way line of Market Street, South 78°59'00" East, a distance of 144.000 feet to a point; thence,
2. Leaving said line and extending in the bed of Market Street, South 11°01'00" West, a distance of 20.000 feet; thence,
3. North 78°59'00" West, a distance of 144.000 feet; thence,
4. North 11°01'00" East, a distance of 20.000 feet to the first mentioned point and place of beginning.

Containing 0.066 acres, more or less.

The above described area beginning at the top of the structural slab of the Mall Level, and extending upwards to the top of the structural slab of the Street Level.

AND

SOUTH OF 833 MARKET STREET

All that certain parcel of ground situate in the City of Philadelphia, Commonwealth of Pennsylvania, being more particularly bounded and described as follows;

Beginning at a point on the northerly right-of-way line of Market Street (100 feet wide), said point being located South 78°59'00" East, a distance of 38.221 feet from the intersection of the easterly right-of-way line of 9th Street (55.781' wide) and the northerly right-of-way line of Market Street, and extending thence;

1. Along the northerly right-of-way line of Market Street, South 78°59'00" East, a distance of 61.455 feet to a point; thence,
2. Leaving said line and extending in the bed of Market Street, South 11°01'00" West, a distance of 20.000 feet; thence,
3. North 78°59'00" West, a distance of 61.455 feet; thence,
4. North 11°01'00" East, a distance of 20.000 feet to the first mentioned point and place of beginning.

Containing 0.028 acres, more or less.

The above described area beginning at the top of the structural slab of the Mall Level, and extending upwards to the top of the structural slab of the Street Level.

AND

801 MARKET STREET SECTION

All that certain parcel of ground situate in the City of Philadelphia, Commonwealth of Pennsylvania, being more particularly bounded and described as follows;

Beginning at a point at the intersection of the westerly right-of-way line of 8th Street (50 feet wide) and the northerly right-of-way line of Market Street (100 feet wide) and extending thence;

1. Along said northerly right-of-way line of Market Street, North 78°59'00" West, a distance of 297.000 feet; thence,

2. Leaving said line and extending, North 11°21'00" East, a distance of 29.919 feet; thence,
3. South 78°59'00" East, a distance of 297.000 feet to a point on the aforementioned westerly right-of-way line of 8th Street; thence,
4. Along said line of 8th Street, South 11°21'00" West, a distance of 29.919 feet to the first mentioned point and place of beginning.

Containing 0.204 acres, more or less.

The above described area beginning at the top of the structural slab of the Mall Level, and extending upwards to the top of the structural slab of the Street Level.

AND

SOUTH OF 801 MARKET STREET SECTION

All that certain parcel of ground situate in the City of Philadelphia, Commonwealth of Pennsylvania, being more particularly bounded and described as follows;

Beginning at a point on the northerly right-of-way line of Market Street (100 feet wide), said point being located North 78°59'00" West, a distance of 29.075 feet from the intersection of the westerly right-of-way line of 8th Street (50.000' wide) and the northerly right-of-way line of Market Street, and extending thence;

1. Though a portion of the bed of Market Street, South 11°01'00" West, a distance of 20.000 feet; thence,
2. North 78°59'00" West, a distance of 43.162 feet; thence,
3. North 11°01'00" East, a distance of 10.644 feet; thence,
4. North 78°59'00" West, a distance of 36.580 feet; thence,
5. South 11°01'00" West, a distance of 10.644 feet; thence,
6. North 78°59'00" West, a distance of 71.420 feet; thence,
7. North 11°01'00" East, a distance of 10.553 feet; thence,
8. North 78°59'00" West, a distance of 37.170 feet; thence,
9. South 11°01'00" West, a distance of 10.553 feet; thence,
10. North 78°59'00" West, a distance of 75.138 feet; thence,
11. North 11°01'00" East, a distance of 20.000 feet to a point on the aforementioned northerly right-of-way line of Market Street; thence,
12. Along said line of Market Street, South 78°59'00" East, a distance of 263.471 feet to the first mentioned point and place of beginning.

Containing 0.103 acres, more or less.

The above described area beginning at the top of the structural slab of the Mall Level, and extending upwards to the top of the structural slab of the Street Level.

**GALLERY I
STREET LEVEL
GALLERY I EAST SECTION**

All that certain parcel of ground situate in the City of Philadelphia, Commonwealth of Pennsylvania, being more particularly bounded and described as follows;

Beginning at the intersection of the easterly right-of-way line of 9th Street (55.781 feet wide) and the northerly right-of-way line of Market Street (100 feet wide) and extending thence;

1. Along said easterly line of 9th Street, North 11°01'00" East, a distance of 306.500 feet to a point on the southerly right-of-way line of Filbert Street (53.50 feet wide); thence,
2. Along said line of Filbert Street, South 78°59'00" East, a distance of 97.000 feet; thence,
3. South 11°21'00" West, a distance of 306.500 feet to a point on the aforementioned northerly right-of-way line of Market Street; thence,
4. Along said line of Market Street, North 78°59'00" West, a distance of 95.220 feet to the first mentioned point and place of beginning.

Containing 0.676 acres, more or less.

The above described area beginning at the top of the structural slab of the Street Level, and extending upwards to the top of the structural slab of the Second Level.

**GALLERY I
STREET LEVEL
GALLERY I WEST SECTION**

All that certain parcel of ground situate in the City of Philadelphia, Commonwealth of Pennsylvania, being more particularly bounded and described as follows;

Beginning at a at the intersection of the westerly right-of-way line of 9th Street (55.781 feet wide) and the northerly right-of-way line of Market Street (100 feet wide) and extending thence;

1. Along said northerly line of Market Street, North 78°59'00" West, a distance of 67.900 feet; thence,
2. Leaving said line and extending, North 11°01'00" East, a distance of 128.560 feet; thence,
3. North 78°59'00" West, a distance of 111.750 feet; thence,
4. North 11°01'00" East, a distance of 177.940 feet to a point in the southerly right-of-way line of Filbert Street (53.50 feet wide); thence,
5. Along said line of Filbert Street, South 78°59'00" East, a distance of 179.650 feet to a point on the aforementioned westerly right-of-way line of 9th Street; thence,
6. Along said line of 9th Street, South 11°01'00" West, a distance of 306.500 feet to the first mentioned point and place of beginning.

Containing 0.934 acres, more or less.

The above described area beginning at the top of the structural slab of the Street Level, and extending upwards to the top of the structural slab of the Second Level.

**GALLERY I
SECOND LEVEL**

The following three described areas make up the Gallery I section of the Second Level of the Gallery.

GALLERY I WEST SECTION

All that certain parcel of ground situate in the City of Philadelphia, Commonwealth of Pennsylvania, being more particularly bounded and described as follows;

Beginning at a at the intersection of the westerly right-of-way line of 9th Street (55.781 feet wide) and the northerly right-of-way line of Market Street (100 feet wide) and extending thence;

1. Along said northerly line of Market Street, North 78°59'00" West, a distance of 67.900 feet; thence,
2. Leaving said line and extending, North 11°01'00" East, a distance of 128.560 feet; thence,
3. North 78°59'00" West, a distance of 111.750 feet; thence,
4. North 11°01'00" East, a distance of 177.940 feet to a point in the southerly right-of-way line of Filbert Street (53.50 feet wide); thence,
5. Along said line of Filbert Street, South 78°59'00" East, a distance of 179.650 feet to a point on the aforementioned westerly right-of-way line of 9th Street; thence,
6. Along said line of 9th Street, South 11°01'00" West, a distance of 306.500 feet to the first mentioned point and place of beginning.

Containing 0.934 acres, more or less.

The above described area beginning at the top of the structural slab of the Second Level, and extending upwards to the top of the structural slab of the Third Level.

AND

SECOND LEVEL AERIAL PORTION OVER NORTH 9TH STREET

All that certain parcel of ground situate in the City of Philadelphia, Commonwealth of Pennsylvania, being more particularly bounded and described as follows;

Beginning at a point on the easterly right-of-way line of 9th Street, (55.781' wide), said point being located North 11°01'00" East, a distance of 66.000 feet from the intersection of said easterly right-of-way line of 9th Street and the northerly right-of-way line of Market Street (100 feet wide) and extending thence;

1. Crossing the right-of-way of 9th Street, North 78°59'00" West, a distance of 55.781 feet to a point in the westerly right-of-way line of 9th Street; thence,
2. Along the said line of 9th Street, North 11°01'00" East, a distance of 231.500 feet; thence,
3. Crossing the right-of-way of 9th Street, South 78°59'00" East, a distance of 55.781 feet to a point in the easterly right-of-way line of 9th Street; thence,

4. Along said line of 9th Street, South 11°01'00" West, a distance of 231.500 feet to the first mentioned point and place of beginning.

The above described area beginning at the top of the structural slab of the Second Level, and extending upwards to the top of the structural slab of the Third Level.

Containing 0.296 acres, more or less.

AND

GALLERY I EAST SECTION

All that certain parcel of ground situate in the City of Philadelphia, Commonwealth of Pennsylvania, being more particularly bounded and described as follows;

Beginning at a at the intersection of the easterly right-of-way line of 9th Street (55.781 feet wide) and the northerly right-of-way line of Market Street (100 feet wide) and extending thence;

1. Along said easterly line of 9th Street, North 11°01'00" East, a distance of 306.500 feet to a point on the southerly right-of-way line of Filbert Street (53.50 feet wide); thence,
2. Along said line of Filbert Street, South 78°59'00" East, a distance of 97.000 feet; thence,
3. South 11°21'00" West, a distance of 306.500 feet to a point on the aforementioned northerly right-of-way line of Market Street; thence,
4. Along said line of Market Street, North 78°59'00" West, a distance of 95.220 feet to the first mentioned point and place of beginning.

Containing 0.676 acres, more or less.

The above described area beginning at the top of the structural slab of the Second Level, and extending upwards to the top of the structural slab of the Third Level.

GALLERY I THIRD LEVEL

The following three described areas make up the Gallery I section of the Third Level of the Gallery.

GALLERY I EAST SECTION

All that certain parcel of ground situate in the City of Philadelphia, Commonwealth of Pennsylvania, being more particularly bounded and described as follows;

Beginning at a at the intersection of the easterly right-of-way line of 9th Street (55.781 feet wide) and the northerly right-of-way line of Market Street (100 feet wide) and extending thence;

1. Along said easterly line of 9th Street, North 11°01'00" East, a distance of 306.500 feet to a point on the southerly right-of-way line of Filbert Street (53.50 feet wide); thence,

2. Along said line of Filbert Street, South 78°59'00" East, a distance of 97.000 feet; thence,
3. South 11°21'00" West, a distance of 306.500 feet to a point on the aforementioned northerly right-of-way line of Market Street; thence,
4. Along said line of Market Street, North 78°59'00" West, a distance of 95.220 feet to the first mentioned point and place of beginning.

Containing 0.676 acres, more or less.

The above described area beginning at the top of the structural slab of the Third Level, and extending upwards to the top of the structural slab of the Roof Level.

AND

THIRD LEVEL NORTH 9TH STREET

All that certain parcel of ground situate in the City of Philadelphia, Commonwealth of Pennsylvania, being more particularly bounded and described as follows;

Beginning at a point on the easterly right-of-way line of 9th Street, (55.781' wide), said point being located North 11°01'00" East, a distance of 66.000 feet from the intersection of said easterly right-of-way line of 9th Street and the northerly right-of-way line of Market Street (100 feet wide) and extending thence;

1. Crossing the right-of-way of 9th Street, North 78°59'00" West, a distance of 55.781 feet to a point in the westerly right-of-way line of 9th Street; thence,
2. Along the said line of 9th Street, North 11°01'00" East, a distance of 231.500 feet; thence,
3. Crossing the right-of-way of 9th Street, South 78°59'00" East, a distance of 55.781 feet to a point in the easterly right-of-way line of 9th Street; thence,
4. Along said line of 9th Street, South 11°01'00" West, a distance of 231.500 feet to the first mentioned point and place of beginning.

The above described area beginning at the top of the structural slab of the Third Level, and extending upwards to the top of the structural slab of the Roof Level.

AND

GALLERY I WEST SECTION

All that certain parcel of ground situate in the City of Philadelphia, Commonwealth of Pennsylvania, being more particularly bounded and described as follows;

Beginning at a at the intersection of the westerly right-of-way line of 9th Street (55.781 feet wide) and the northerly right-of-way line of Market Street (100 feet wide) and extending thence;

1. Along said northerly line of Market Street, North 78°59'00" West, a distance of 67.900 feet; thence,
2. Leaving said line and extending, North 11°01'00" East, a distance of 128.560 feet; thence,
3. North 78°59'00" West, a distance of 111.750 feet; thence,

4. North 11°01'00" East, a distance of 177.940 feet to a point in the southerly right-of-way line of Filbert Street (53.50 feet wide); thence,
5. Along said line of Filbert Street, South 78°59'00" East, a distance of 179.650 feet to a point on the aforementioned westerly right-of-way line of 9th Street; thence,
6. Along said line of 9th Street, South 11°01'00" West, a distance of 306.500 feet to the first mentioned point and place of beginning.

Containing 0.934 acres, more or less.

The above described area beginning at the top of the structural slab of the Third Level, and extending upwards to the top of the structural slab of the Roof Level.

GALLERY I ROOF LEVEL

The following three described areas make up the Gallery I section of the Roof Level of The Gallery.

GALLERY I EAST SECTION

All that certain parcel of ground situate in the City of Philadelphia, Commonwealth of Pennsylvania, being more particularly bounded and described as follows;

Beginning at a at the intersection of the easterly right-of-way line of 9th Street (55.781 feet wide) and the northerly right-of-way line of Market Street (100 feet wide) and extending thence;

7. Along said easterly line of 9th Street, North 11°01'00" East, a distance of 306.500 feet to a point on the southerly right-of-way line of Filbert Street (53.50 feet wide); thence,
8. Along said line of Filbert Street, South 78°59'00" East, a distance of 97.000 feet; thence,
9. South 11°21'00" West, a distance of 306.500 feet to a point on the aforementioned northerly right-of-way line of Market Street; thence,
10. Along said line of Market Street, North 78°59'00" West, a distance of 95.220 feet to the first mentioned point and place of beginning.

Containing 0.676 acres, more or less.

The above described area beginning at the top of the structural slab of the Roof Level, and extending upwards indefinitely.

AND

ROOF LEVEL NORTH 9TH STREET

All that certain parcel of ground situate in the City of Philadelphia, Commonwealth of Pennsylvania, being more particularly bounded and described as follows;

Beginning at a point on the easterly right-of-way line of 9th Street, (55.781' wide), said point being located North 11°01'00" East, a distance of 66.000 feet from the intersection of said easterly right-of-way line of 9th Street and the northerly right-of-way line of Market Street (100 feet wide) and extending thence;

1. Crossing the right-of-way of 9th Street, North 78°59'00" West, a distance of 55.781 feet to a point in the westerly right-of-way line of 9th Street; thence,
2. Along the said line of 9th Street, North 11°01'00" East, a distance of 231.500 feet; thence,
3. Crossing the right-of-way of 9th Street, South 78°59'00" East, a distance of 55.781 feet to a point in the easterly right-of-way line of 9th Street; thence,
4. Along said line of 9th Street, South 11°01'00" West, a distance of 231.500 feet to the first mentioned point and place of beginning.

Containing 0.296 acres, more or less.

Area is limited in vertical dimension to the space lying between the top of the structural slab of the Roof Level, and a plane of elevation of approximately +107.0 vertical feet, as related to City of Philadelphia vertical datum, said plane of elevation being approximately 20.0 vertical feet above the upper side of the structural members forming the Roof Level.

AND

GALLERY I WEST SECTION

All that certain parcel of ground situate in the City of Philadelphia, Commonwealth of Pennsylvania, being more particularly bounded and described as follows;

Beginning at a at the intersection of the westerly right-of-way line of 9th Street (55.781 feet wide) and the northerly right-of-way line of Market Street (100 feet wide) and extending thence;

1. Along said northerly line of Market Street, North 78°59'00" West, a distance of 67.900 feet; thence,
2. Leaving said line and extending, North 11°01'00" East, a distance of 128.560 feet; thence,
3. North 78°59'00" West, a distance of 111.750 feet; thence,
4. North 11°01'00" East, a distance of 177.940 feet to a point in the southerly right-of-way line of Filbert Street (53.50 feet wide); thence,
5. Along said line of Filbert Street, South 78°59'00" East, a distance of 179.650 feet to a point on the aforementioned westerly right-of-way line of 9th Street; thence,
6. Along said line of 9th Street, South 11°01'00" West, a distance of 306.500 feet to the first mentioned point and place of beginning.

Containing 0.934 acres, more or less.

The above described area beginning at the top of the structural slab of the Roof Level, and extending upwards indefinitely.

BEING as to part, being a part of the sub surface area of 9th Street below the level

approximately +31.0 feet as related to City Datum which has been stricken and vacated from City Plan by Ordinance of City Council approved 6/25/1974, as amended by Ordinance of City Council approved 12/3/1975 confirmed by Board of Surveyors on 3/3/1976 and conveyed in fee to the Redevelopment Authority of the City of Philadelphia by the the City of Philadelphia by Deed dated _____ and recorded _____ as Document No. _____.

BEING as to part, being a part of the aerial portion of 9th Street above level approximately +50.0 feet as related to City Datum from a point approximately 19 feet 6 inches South of Filbert Street, which has been stricken and vacated from City Plan by Ordinance of City Council approved 7/18/1975 confirmed by Board of Surveyors on 6/17/1976 except with respect to a portion above a certain height and conveyed in fee to the Redevelopment Authority of the City of Philadelphia by the the City of Philadelphia by Deed dated _____ and recorded _____ as Document No. _____.

BEING as to part, being a portion of the sub surface area of Market Street below the level approximately +30.0 feet as related to City Datum extended from the North house line of Market Street projected below a line 20 feet South of the said North house line of Market Street projected below beginning at the distance of 50 feet West of West house line of 9th Street projected below and extending Eastwardly between these lines projected below, crossing the bed of 9th Street the distance of approximately 144 feet, which has been stricken and vacated from City Plan by Ordinance of City Council approved 6/25/1974, as amended by Ordinance of City Council approved 12/3/1975 confirmed by Board of Surveyors 3/3/1975 and conveyed to the the Redevelopment Authority of the City of Philadelphia by the the City of Philadelphia by Deed dated _____ and recorded _____ as Document No. _____.

BEING as to part, being certain additional portions of the sub surface area of Market Street beginning at the top of the structural slab of the Mall Level, and extending upwards to the top of the structural slab of the Street Level and the aerial area of 9th Street beginning at the top of the structural slab of the Second Level, and extending to a plane of elevation of approximately +107.0 vertical feet, as related to City of Philadelphia vertical datum, said plane of elevation being approximately 20.0 vertical feet above the upper side of the structural members forming the Roof Level which were stricken and vacated from City Plan by Ordinance of City Council approved _____ confirmed by Board of Surveyors on _____ and conveyed in fee to the Philadelphia Redevelopment Authority by the the City of Philadelphia by Deed dated _____ and recorded _____ as Document No. _____.

BEING, as to part, a part of the same premises which vested in the Redevelopment Authority of the City of Philadelphia by Condemnation proceedings had in CP May 1970 #3965 and #3966, a Decarlation of Taking filed therein on 5/21/1970 and a Notice of said Condemnation being recorded in Deed Book JRS 702 pages 515 and 524.

Environmental Services, Inc., Job No. 220045701, dated 17 November, 2014 and last revised 8 April, 2015, Drawing No. EA-101 and being more particularly bounded and described as follows;

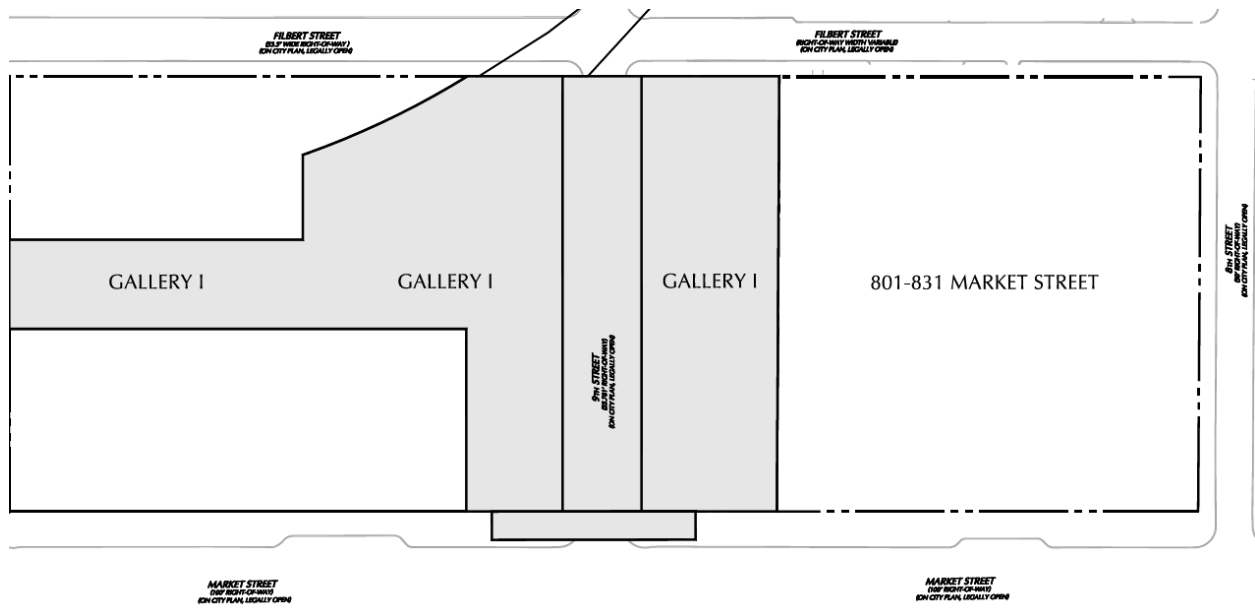
Beginning at a point on the southerly right-of-way line of Arch Street (on City Plan, Legally Open, 72 feet wide), said point being located South 78°59'00" East, a distance of 142.914 feet from the intersection of the southerly right-of-way line of Arch Street and the easterly right-of-way line of 9th Street (On City Plan, Legally Open, width varies) and extending thence;

1. Along the southerly line of Arch Street, (on City Plan, Legally Open, 72 feet wide) South 78°59'00" East, a distance of 71.398 feet; thence,
2. Leaving said line and extending South 11°01'00" West, a distance of 25.930 feet; thence,
3. On a curve to the right having a radius of 81.392 feet, an arc distance of 68.747 feet and a central angle of 48°23'40" and being subtended by a chord which bears South 35°12'50" West, a chord length of 66.722 feet; thence; thence,
4. South 59°24'41" West, a distance of 47.972 feet to a point on the dividing line between 810 Arch Street and 27 N. 9th Street; thence,
5. Along said dividing line, South 11°01'00" West, a distance of 0.418 feet; thence,
6. Leaving said line and extending through a portion of 27 N. 9th Street, South 59°22'29" West, a distance of 27.201 feet; thence,
7. South 55°59'22" West, a distance of 5.698 feet; thence,
8. South 47°40'23" West, a distance of 15.994 feet to a point in the northerly line of 811-825 Filbert Street and the northerly line of an existing Truck Tunnel Easement recorded in Deed Book 1206 Page 33; thence,
9. Along the northerly line of 811-825 Filbert Street and the existing Truck Tunnel Easement, South 78°59'00" East, a distance of 2.694 feet; thence,
10. Through a portion of 811-825 Filbert Street and along the existing Truck Tunnel Easement, South 40°34'54" West, a distance of 25.166 feet; thence,
11. Along the westerly line of 811-825 Filbert Street and the existing Truck Tunnel Easement, North 11°21'00" East, a distance of 5.235 feet; thence,
12. Leaving said lines and extending again through portions of 27 N. 9th Street, South 43°03'21" West, a distance of 39.223 feet to a point of curvature; thence,
13. On a curve to the right having a radius of 819.950 feet, an arc distance of 116.814 feet and a central angle of 8°09'45" and being subtended by a chord which bears South 49°07'16" West, a chord length of 116.715 feet; thence; thence,
14. South 52°45'13" West, a distance of 7.040 feet to a point in the northerly line of Filbert Street (on City Plan, Legally Open, width varies); thence,
15. Along the northerly line of Filbert Street, North 78°59'00" West, a distance of 0.687 feet; thence,
16. Leaving said line and extending through the bed of Filbert Street and 9th Street, South 53°31'13" West, a distance of 72.569 feet to a point on the northerly right-of-way line of Filbert Street; thence,
17. Along said line of Filbert Street; North 78°59'00" West, a distance of 76.600 feet; thence,
18. Leaving said line and extending through the bed of Filbert Street and 9th Street, North 68°44'29" East, a distance of 57.334 feet; thence,
19. North 63°32'38" East, a distance of 31.124 feet; thence,

20. North 57°26'17" East, a distance of 47.675 feet; thence,
21. North 52°12'27" East, a distance of 13.088 feet to a point on the easterly right-of-way line of 9th Street (on City Plan, Legally Open, width varies); thence,
22. Along said line of 9th Street, North 11°01'00" East, a distance of 2.552 feet; thence,
23. Leaving said line and extending again through portions of 27 N. 9th Street, on a curve to the left having a radius of 785.044 feet, an arc distance of 88.304 feet and a central angle of 6°26'41" and being subtended by a chord which bears North 48°44'56" East, a chord length of 88.257 feet; thence,
24. North 43°46'36" East, a distance of 34.809 feet; thence,
25. North 42°09'14" East, a distance of 52.198 feet; thence,
26. On a curve to the right having a radius of 394.223 feet, an arc distance of 35.236 feet and a central angle of 5°07'16" and being subtended by a chord which bears North 47°09'26" East, a chord length of 35.224 feet to a point of reverse curvature; thence,
27. On a curve to the left having a radius of 101.588 feet, an arc distance of 68.619 feet and a central angle of 38°42'04" and being subtended by a chord bearing North 30°22'02" East, a chord length of 67.322; thence,
28. North 11°01'00" East, a distance of 23.919 feet to the first mentioned point and place of beginning.

The above described truck ramp easement beginning at grade level on the northerly end at Arch Street and extending downwards to a sub-grade level at the intersection of 9th and Filbert Streets where this easement connects with the existing truck tunnel extending under The Gallery.

Truck Level



The following five described areas make up the Gallery I section of the Truck Level of The Gallery.

GALLERY I WEST SECTION

All that certain parcel of ground situate in the City of Philadelphia, Commonwealth of Pennsylvania, being more particularly bounded and described as follows;

Beginning at a point on the westerly right-of-way line of 9th Street, (55.781' wide), said point being located at the intersection of said westerly right-of-way line of 9th Street and the northerly right-of-way line of Market Street (100 feet wide) and extending thence;

1. Along said northerly line of Market Street, North 78°59'00" West, a distance of 67.900 feet; thence,
2. Leaving said line and extending, North 11°01'00" East, a distance of 128.560 feet; thence,
3. North 78°59'00" West, a distance of 322.320 feet to a point on the easterly right-of-way line of 10th Street (55.781' wide); thence,
4. Along said easterly line of 10th Street, North 11°01'00" East, a distance of 62.750 feet; thence,
5. South 78°59'00" East, a distance of 207.154 feet; thence,
6. North 11°01'00" East, a distance of 59.740 feet to a point in the southerly right-of-way line of the Center City Commuter Rail Connection; thence,
7. Along said line of the Center City Commuter Rail Connection, on an arc curving to the left, having a radius of 603.334 feet, a distance of 129.023 feet and a central angle of 12°15'10" and being subtended by a chord which bears North 75°30'42" East, a chord length of 128.778 feet to a point on the southerly right-of-way line of Filbert Street; thence,
8. Along said line of Filbert Street, South 78°59'00" East, a distance of 66.838 feet to a point on the aforementioned westerly right-of-way line of 9th Street; thence,
9. Along said line of 9th Street, South 11°01'00" West, a distance of 306.500 feet to the first mentioned point and place of beginning.

Containing 1.166 ACRES, more or less.

The above described area beginning at the top of the structural slab of the Mall Level, and extending downward indefinitely.

AND

PORTION UNDER NORTH 9TH STREET

All that certain parcel of ground situate in the City of Philadelphia, Commonwealth of Pennsylvania, being more particularly bounded and described as follows;

Beginning at a point on the easterly right-of-way line of 9th Street, (55.781' wide), said point being located at the intersection of said easterly right-of-way line of 9th Street and the northerly right-of-way line of Market Street (100 feet wide) and extending thence;

1. Crossing the right-of-way of 9th Street, North 78°59'00" West, a distance of 55.781 feet to a point in the westerly right-of-way line of 9th Street; thence,

2. Along the said line of 9th Street, North 11°01'00" East, a distance of 306.500 feet; thence,
3. Crossing the right-of-way of 9th Street, South 78°59'00" East, a distance of 55.781 feet to a point in the easterly right-of-way line of 9th Street; thence,
4. Along said line of 9th Street, South 11°01'00" West, a distance of 306.500 feet to the first mentioned point and place of beginning.

Containing 0.392 ACRES, more or less.

Area is limited in vertical dimension to the space lying between the underside of the foundation and the structural members forming the bottom of the Truck Level, and the top of the structural slab separating the Truck Level from the Mall Level.

AND

GALLERY I EAST SECTION

All that certain parcel of ground situate in the City of Philadelphia, Commonwealth of Pennsylvania, being more particularly bounded and described as follows;

Beginning at a point on the easterly right-of-way line of 9th Street, (55.781' wide), said point being located at the intersection of said easterly right-of-way line of 9th Street and the northerly right-of-way line of Market Street (100 feet wide) and extending thence;

1. Along said easterly line of 9th Street, North 11°01'00" East, a distance of 306.500 feet to a point on the southerly right-of-way line of Filbert Street; thence,
2. Along said line of Filbert Street, South 78°59'00" East, a distance of 97.000 feet to a point in the westerly line of 801 Market Street; thence,
3. Along said line of 801 Market Street, South 11°21'00" West, a distance of 306.500 feet to a point on the aforementioned northerly right-of-way line of Market Street; thence,
4. Along said line of Market Street, North 78°59'00" West, a distance of 95.220 feet to the first mentioned point and place of beginning.

Containing 0.676 ACRES, more or less.

The above described area beginning at the top of the structural slab of the Mall Level, and extending downward indefinitely.

AND

PORTION UNDER MARKET STREET

All that certain parcel of ground situate in the City of Philadelphia, Commonwealth of Pennsylvania, being more particularly bounded and described as follows;

Beginning at a point on the northerly right-of-way line of Market Street (100 feet wide), said point being located North 78°59'00" West, a distance of 50.000 feet from the intersection of the westerly right-of-way line of 9th Street, (55.781' wide) and the northerly right-of-way line of Market Street, and extending thence;

1. Along the northerly right-of-way line of Market Street, South 78°59'00" East, a distance of 144.000 feet to a point; thence,
2. Leaving said line and extending in the bed of Market Street, South 11°01'00" West, a distance of 20.000 feet; thence,
3. North 78°59'00" West, a distance of 144.000 feet; thence,
4. North 11°01'00" East, a distance of 20.000 feet to the first mentioned point and place of beginning.

Containing 0.066 ACRES, more or less.

The above described area being bounded on the top by the top of the structural slab of the Mall Level, and extending downwards to the underside of the foundation & the structural members forming the bottom of the Truck Level.

COMMUTER RAIL TUNNEL

The Commuter Rail Tunnel shall mean the railroad tunnel located, in part, under the Gallery Mall and access thereto. A picture of the Commuter Rail Tunnel is below.

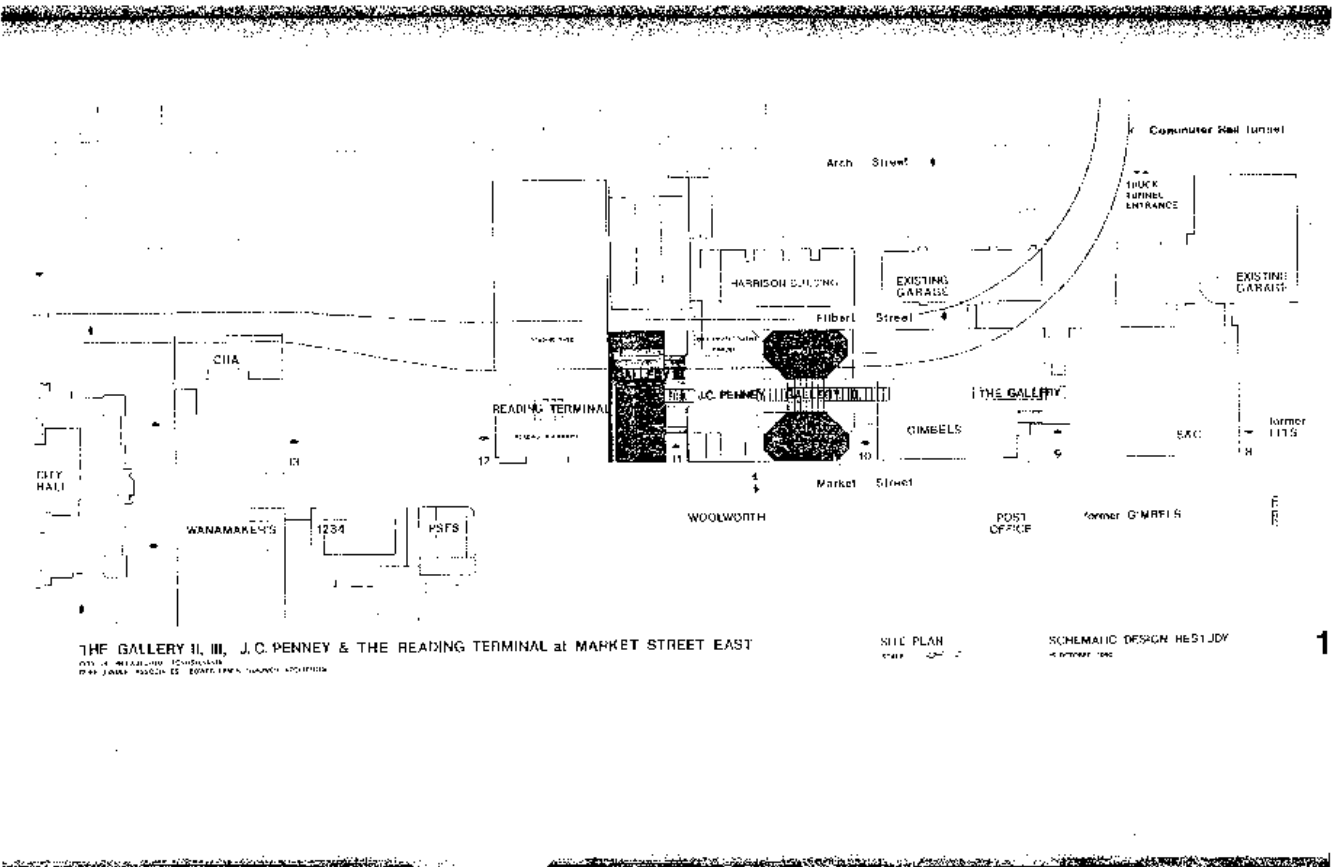


EXHIBIT “C”

STREETS ORDINANCE

AN ORDINANCE

Authorizing the revision of lines and grades on a portion of City Plan No. 307 by striking from the City Plan and vacating certain sub-surface portions of Market Street east of Ninth Street, Tenth Street between Market Street and Filbert Street, and Eleventh Street between Market Street and Filbert Street, and by striking from said City Plan and vacating certain aerial portions of Ninth Street between Market Street and Filbert Street and Tenth Street between Market Street and Filbert Street; and authorizing the conveyance of such struck and vacated areas, together with certain areas previously struck and vacated; all under certain terms and conditions.

WHEREAS, the City of Philadelphia, together with the Philadelphia Redevelopment Authority (the “Redevelopment Authority”), is facilitating the renewal and further redevelopment of properties on the north side of Market Street between Eighth and Eleventh Streets commonly known as the Gallery Mall (the “Gallery Mall”); and

WHEREAS, the existing structures comprising the Gallery Mall extend underneath portions of Market Street, Ninth Street, Tenth Street, and Eleventh Street, and over portions of Ninth Street and Tenth Street, and it is contemplated that future redevelopment of Gallery Mall may involve expansion of the current structures; and

WHEREAS, it is desirable to provide for the renewal and further redevelopment of Gallery Mall by revising the City Plan through striking and vacating certain sub-surface and aerial portions of Market Street, Ninth Street, Tenth Street, and Eleventh Street which have not been previously stricken and vacated; and

WHEREAS, such renewal and further redevelopment of the Gallery Mall will require certain transfers of interests in real estate which require authorization by City Council, including, without limitation, the conveyance of certain portions of Ninth Street and Market Street previously struck from the City Plan and vacated.

NOW, THEREFORE,

THE COUNCIL OF THE CITY OF PHILADELPHIA HEREBY ORDAINS:

SECTION 1. Pursuant to Section 11-403 of The Philadelphia Code, the Board of Surveyors of the Department of Streets is hereby authorized to revise the lines and grades on a portion of City Plan No. 307 by:

- (a) Striking from the City Plan and vacating a certain sub-surface portion of Market Street, east of Ninth Street and adjacent to a certain previously stricken sub-surface

portion of Market Street, the said portion being authorized herein to be stricken being more particularly identified in Exhibit "A" attached hereto.

- (b) Striking from the City Plan and vacating two certain aerial portions of Ninth Street, between Market Street and Filbert Street and adjacent to a certain previously stricken aerial portion of Ninth Street, and striking from the City Plan and vacating a third aerial portion of Ninth Street, between Market Street and Filbert Street and above the said certain previously stricken aerial portion of Ninth Street, by raising the upper limiting elevation established by the previous striking, the three said portions being more particularly identified in Exhibit "B" attached hereto.
- (c) Striking from the City Plan and vacating two certain sub-surface portions of Tenth Street, between Market Street and Filbert Street and extending into the bed of said Filbert Street at its intersection with said Tenth Street, the two said portions being more particularly identified in Exhibits "C-1" and "C-2" attached hereto.
- (d) Striking from the City Plan and vacating a certain aerial portion of Tenth Street, between Market Street and Filbert Street, the said portion being more particularly identified in Exhibit "D" attached hereto.
- (e) Striking from the City Plan and vacating a certain sub-surface portion of Eleventh Street, between Market Street and Filbert Street, the said portion being more particularly identified in Exhibit "E-1" attached hereto.

SECTION 2. Exhibits "A," "B," "C-1," "C-2," "D," and "E-1" to this Ordinance shall be kept on file by the Chief Clerk and shall be available for public inspection.

SECTION 3: The Commissioner of the Department of Public Property is hereby authorized to execute and deliver a deed or deeds conveying to the Redevelopment Authority for nominal consideration fee simple title to (i) the sub-surface areas described in Exhibit "F" attached hereto (collectively, the "Sub-Surface Areas"), (ii) the aerial areas described in Exhibit "G" attached hereto (each an "Aerial Area," and collectively, the "Aerial Areas"), and (iii) any and all property to which the City acquires a fee interest as a result of a reversion pursuant to the striking and vacating authorized in Section 1 above (collectively, the "Reversion Areas"). Notwithstanding the authorization set forth in the preceding sentence, the Commissioner of the Department of Public Property may adjust the metes and bounds of the property to be conveyed to the Redevelopment Authority if, in the opinion of the Commissioner or the Law Department, such adjustments shall be necessary or desirable in order to accommodate existing conditions (as adjusted, the Sub-Surface Areas, the Aerial Areas, and the Reversion Areas being collectively known as the "Areas"). Subject to the requirements set forth in Section 4 below, the Redevelopment Authority shall be authorized to lease to and to deliver deeds for the Areas to PR Gallery I Limited Partnership, Keystone Philadelphia Properties, LP, and their respective successors and assigns (collectively, the "Redeveloper").

SECTION 4: The authorization set forth in Section 3 above is conditional upon the Redeveloper entering into, within two years of the date of this Ordinance, one or more agreements (each a "Required Agreement") between the Redeveloper and the appropriate City Department or departments, in form satisfactory to the City Solicitor, providing that,

inter alia:

- (a) the Redeveloper shall obtain an agreement, satisfactory to the City Solicitor, by the owner(s) of property affected thereby, to release the City from all damages or claims for damages which may arise by reason of the City Plan changes authorized herein; in lieu thereof, only after the party in interest has demonstrated best efforts to obtain such agreements and such efforts are unsuccessful, the Redeveloper shall file an agreement and a bond, with corporate surety, satisfactory to the City Solicitor or an irrevocable letter of credit satisfactory to the City Solicitor, to release the City as aforesaid.
- (b) the Redeveloper shall, in form satisfactory to the City Solicitor, release, indemnify, and defend the City from all damages or claims for damages that may arise by reason of the City Plan changes authorized herein.
- (c) the Redeveloper shall obtain an agreement, in form satisfactory to the City Solicitor, by the owner(s) of property affected thereby, providing the officers, agents, employees, and contractors of the City, SEPTA, the Gas Works, and any other public utility company which maintains facilities within or adjacent to the Areas with rights of access, ingress, egress, and occupation at any and all times for the purposes of inspection, maintenance, alteration, relocation, or reconstruction of any of their respective facilities and structures.
- (d) the Redeveloper shall pay the cost of advertising the public hearing by the Board of Surveyors on the City Plan changes authorized by this Ordinance.
- (e) each Required Agreement shall be recorded and shall run with the land.
- (f) the Redevelopment Authority or the City and its successors shall have the option, exercisable in its sole discretion, to be effectuated by filing a confirmatory deed, to cause an Aerial Area to be re-conveyed to the Redevelopment Authority or the City in the event that such area is not improved by a physical structure (and for which construction thereof has not commenced) for a period of five (5) or more consecutive years.
- (g) the Redeveloper shall furnish the City with a bond with corporate surety in an amount required by the Department of Streets and in a form satisfactory to the Law Department to insure the compliance with all the terms and conditions of this Ordinance and the applicable Required Agreement, and to protect and indemnify the City from and against all damages or claims for damages which may arise directly or indirectly as a result of the construction, maintenance, or use of structures now or hereafter located within the Areas, or in lieu thereof, submit documentation in a form and

content acceptable to the City that the Redeveloper self-assumes the liabilities and obligations normally covered by such surety bond.

- (h) the Redeveloper shall secure all necessary permits, licenses and approvals from all appropriate departments, agencies, boards or commissions of the City as may be required by regulation or law, and no such department, board, agency or commission shall be required to issue any such permit, license, or approval solely because this Ordinance has been enacted.
- (i) the Redeveloper shall assume the costs of all changes and adjustments to, and relocation or abandonment of City utilities and City structures wherever located as may be necessary by construction with respect to the Areas.
- (j) the Redeveloper shall carry public liability and property damage insurance, co-naming the City as an insured party, in such amounts as shall be satisfactory to the City Solicitor, or in lieu thereof, submit documentation in form and content acceptable to the City that the Redeveloper is self-insured and is providing the City the same coverage and benefits had the insurance requirements been satisfied by an insurance carrier authorized to do business in the Commonwealth of Pennsylvania.
- (k) the Redeveloper shall indemnify and hold harmless the City, its officers, employees and agents from and against any and all loss resulting from injury to, or death to persons or damage to property arising out of, resulting from, or in any manner caused by the presence, location, use, operation, installation, maintenance, replacement or removal of structures located within the Areas, and the Redeveloper shall also agree to release the City from any and all claims relating to the Areas, including if ordered removed or when street, sidewalk or utility construction occurs.

SECTION 5: The various executive officers of the City are hereby authorized to enter into and/or execute, on behalf of the City, all other agreements or documents as are required to be entered into or executed by such officers under the preceding sections of this Ordinance or in order to effectuate the purposes of the agreements or other matters authorized by this Ordinance.

SECTION 6: The City Solicitor shall include in each Required Agreement and any and all other agreements and documents authorized by this Ordinance such other reasonable terms and conditions as the City Solicitor may deem necessary and desirable to protect the interests of the City.

SECTION 7: This Ordinance shall not become effective unless the sum of two hundred dollars toward costs thereof is paid by the Redeveloper into the City Treasury within one hundred and twenty days after this Ordinance becomes law.

FILBERT ST. (53.5' WIDE)

S78°59'00"E
55.781'

STREET

N11°01'00"E 306.500'

9TH

N11°01'00"E 306.500'

S78°59'00"E
55.781'

S78°59'00"E
60.365'

N11°01'00"E
22.948'

RESERVED AS A RIGHT-OF-WAY FOR DRAINAGE PURPOSES
ORDINANCE: 1-20-1982

22.948'

(A)
PORTION UNDER
MARKET STREET:
MALL LEVEL
[AREA=5717 sq.ft.]
PROPOSED TO BE STRICKEN

AREA TO BE STRICKEN IS LIMITED IN VERTICAL DIMENSION TO THE SPACE
LYING BETWEEN THE TOP OF THE STRUCTURAL SLAB SEPARATING
THE TRUCK LEVEL FROM THE MALL LEVEL (LOWER LIMIT) & THE TOP
OF THE STRUCTURAL SLAB SEPARATING THE MALL LEVEL FROM
THE STREET LEVEL (UPPER LIMIT).

BLK: 392.219'

308.906'

50'
8TH ST.

N11°01'00"E
20.000'

S78°59'00"E
50.00'

S78°59'00"E
144.000'

MARKET

N11°01'00"E
20.000'

S78°59'00"E
136.593'

S78°59'00"E
(100' WIDE)

N11°01'00"E
37.170'

N11°01'00"E
10.553'

S78°59'00"E
71.420'

S78°59'00"E
10.644'

N11°01'00"E
36.580'

N11°01'00"E
10.644'

N11°01'00"E
43.162'

N11°01'00"E
20.000'

N11°01'00"E
29.075'

ST.

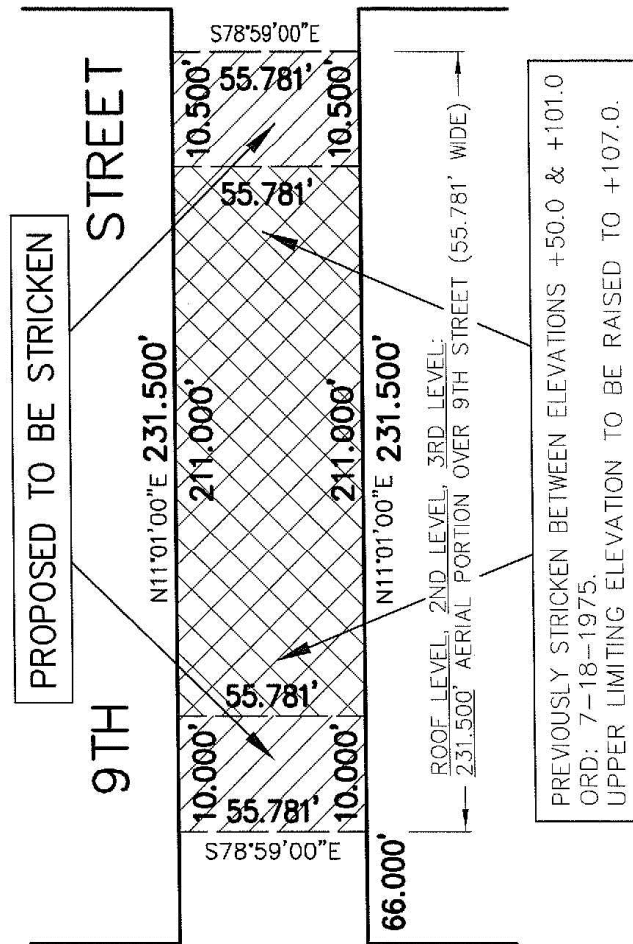
(B)

AERIAL PORTION OVER 9TH STREET:

[AREA=12913 sq.ft.]

FILBERT

(53.5' WIDE) ST.



MARKET

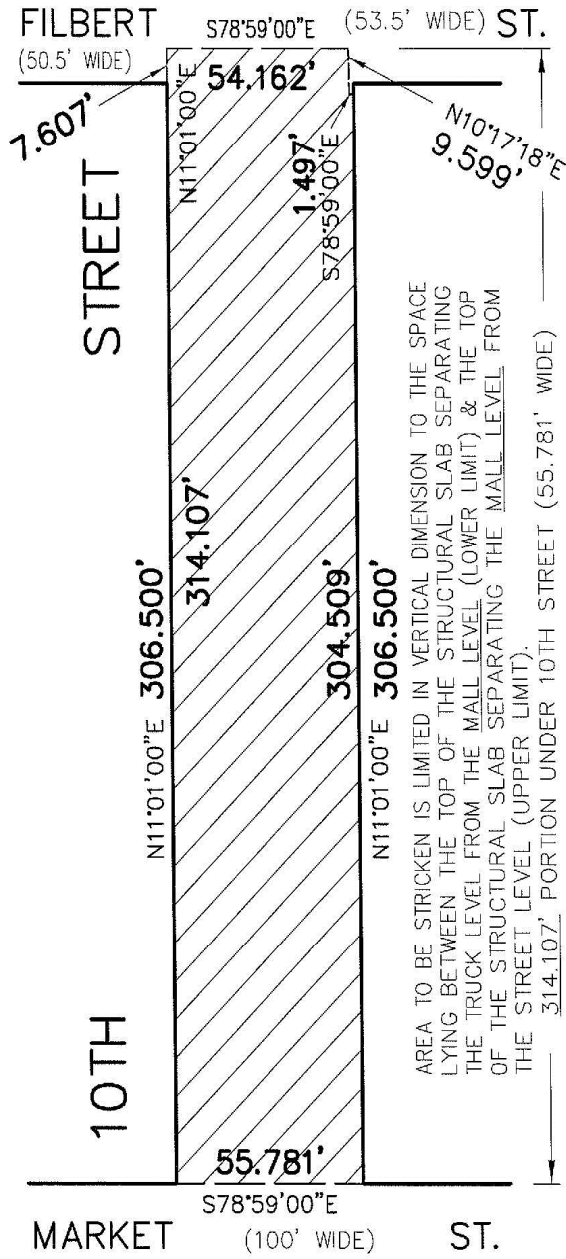
(100' WIDE) ST.

AERIAL PORTION:

AREA TO BE STRICKEN IS LIMITED IN VERTICAL DIMENSION TO THE SPACE LYING BETWEEN THE UNDERSIDE OF THE STRUCTURAL MEMBERS FORMING THE BOTTOM OF THE SECOND LEVEL (LOWER LIMIT) & A PLANE OF ELEVATION OF APPROXIMATELY +107.0 VERTICAL FEET, AS RELATED TO CITY OF PHILADELPHIA VERTICAL DATUM, SAID PLANE OF ELEVATION BEING APPROXIMATELY 20.0 VERTICAL FEET ABOVE THE UPPER SIDE OF THE STRUCTURAL MEMBERS FORMING THE ROOF LEVEL (UPPER LIMIT).

C-1

PORTION UNDER 10TH STREET:
MALL LEVEL [AREA=17506 sq.ft.]
PROPOSED TO BE STRICKEN

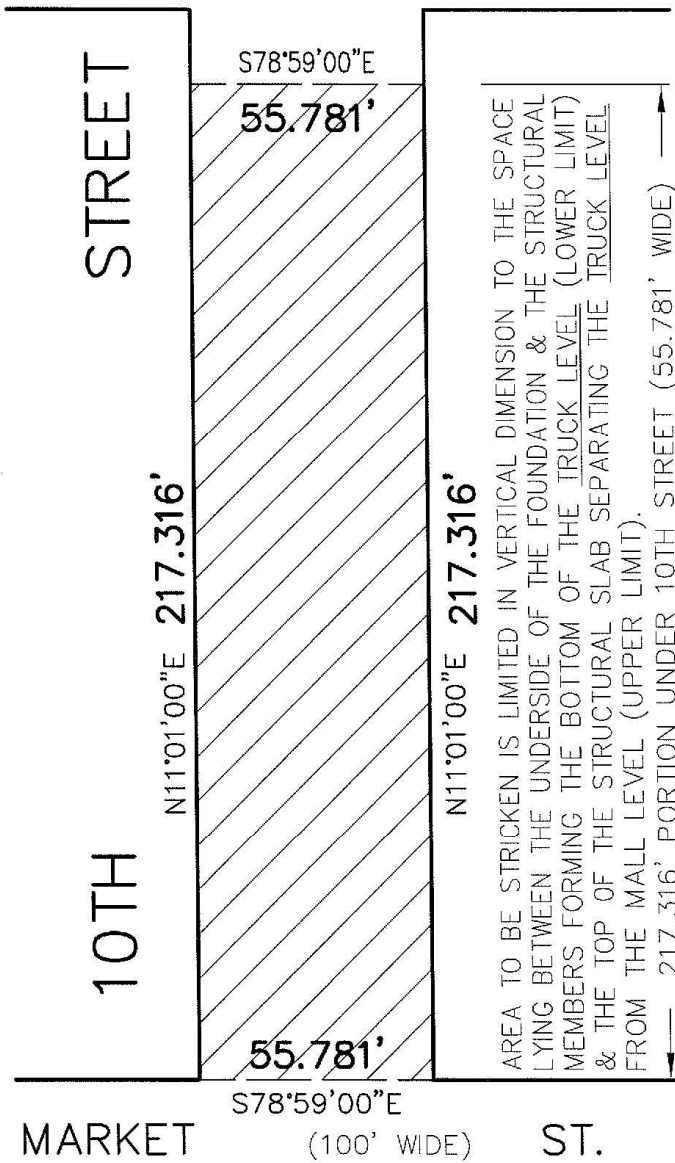


C-2

PORTION UNDER 10TH STREET:
TRUCK LEVEL [AREA=12122 sq.ft.]

PROPOSED TO BE STRICKEN

FILBERT (50.5' WIDE) ST. (53.5' WIDE) ST.



ⓓ

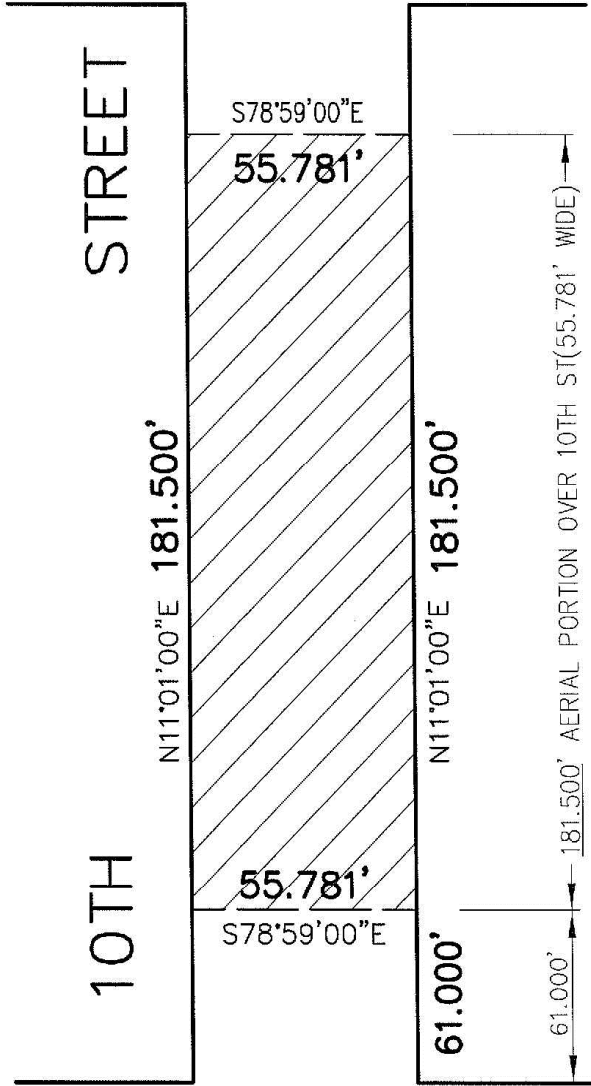
AERIAL PORTION OVER 10TH STREET:

[AREA=10124 sq.ft.]

PROPOSED TO BE STRICKEN

FILBERT
(50.5' WIDE)

(53.5' WIDE) ST.



AERIAL PORTION:

AREA TO BE STRICKEN IS LIMITED IN VERTICAL DIMENSION TO THE SPACE LYING BETWEEN THE UNDERSIDE OF THE STRUCTURAL MEMBERS FORMING THE BOTTOM OF THE SECOND LEVEL (LOWER LIMIT) & A PLANE OF ELEVATION OF APPROXIMATELY +118.0 VERTICAL FEET, AS RELATED TO CITY OF PHILADELPHIA VERTICAL DATUM, SAID PLANE OF ELEVATION BEING APPROXIMATELY 20.0 VERTICAL FEET ABOVE THE UPPER SIDE OF THE STRUCTURAL MEMBERS FORMING THE ROOF LEVEL (UPPER LIMIT).

MARKET

(100' WIDE) ST.

E-1

PORTION UNDER 11TH STREET:
MALL LEVEL [AREA=11088 sq.ft.]

PROPOSED TO BE STRICKEN

FILBERT (50.5' WIDE) ST.

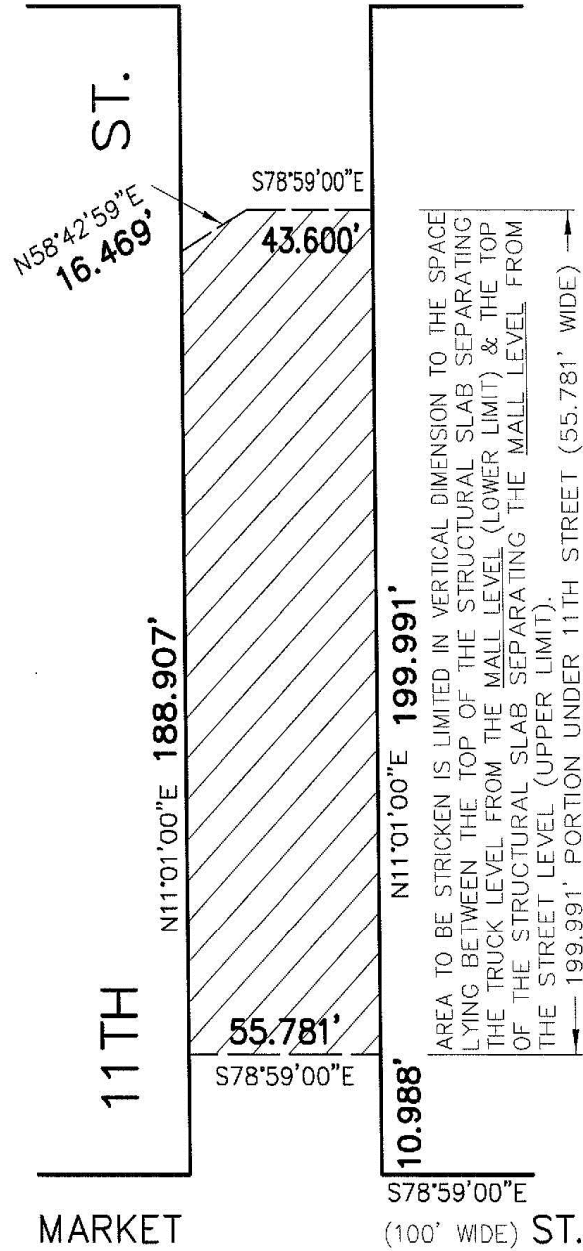


EXHIBIT "F"

Sub-Surface Areas 9TH STREET

The Sub-Surface Areas with respect to 9th Street shall consist of the following two areas, but excepting therefrom any and all premises dedicated by the Redevelopment Authority pursuant to those deeds dated July 24, 1974 and recorded in Deed Book DCC 716, Page 129 and Deed Book DCC 716, Page 133.

TRUCK TUNNEL– GALLERY I UNDER NORTH 9TH STREET

All that certain parcel of ground situate in the City of Philadelphia, Commonwealth of Pennsylvania, being more particularly bounded and described as follows;

Beginning at a point on the easterly right-of-way line of 9th Street, (55.781' wide), said point being located at the intersection of said easterly right-of-way line of 9th Street and the northerly right-of-way line of Market Street (100 feet wide) and extending thence;

1. Crossing the right-of-way of 9th Street, North 78°59'00" West, a distance of 55.781 feet to a point in the westerly right-of-way line of 9th Street; thence,
2. Along the said line of 9th Street, North 11°01'00" East, a distance of 306.500 feet; thence,
3. Crossing the right-of-way of 9th Street, South 78°59'00" East, a distance of 55.781 feet to a point in the easterly right-of-way line of 9th Street; thence,
4. Along said line of 9th Street, South 11°01'00" West, a distance of 306.500 feet to the first mentioned point and place of beginning.
- 5.

Containing 0.392 ACRES, more or less.

Area is limited in vertical dimension to the space lying between the underside of the foundation and the structural members forming the bottom of the Truck Level, and the top of the structural slab separating the Truck Level from the Mall Level.

MALL LEVEL– GALLERY I 9TH STREET SECTION

All that certain parcel of ground situate in the City of Philadelphia, Commonwealth of Pennsylvania, being more particularly bounded and described as follows;

Beginning at a point on the westerly right-of-way line of 9th Street, (55.781' wide), said point being located at the intersection of said westerly right-of-way line of 9th Street and the southerly right-of-way line of Filbert Street (53.50 feet wide) and extending thence;

5. Crossing the bed of the aforementioned 9th Street, South 78°59'00" East, a distance of 55.781 feet to a point on the easterly right-of-way line of 9th Street; thence,
6. Along said line of 9th Street, South 11°01'00" West, a distance of 306.500 feet to a point in the bed of Market Street, thence,
7. Through the bed of Market Street, North 78°59'00" West, a distance of 55.781 feet; thence,
8. Along the westerly line of 9th Street, North 11°01'00" East, a distance of 306.500 feet to the first mentioned point and place of beginning.

Containing 0.392 acres, more or less.

The above described area beginning at the top of the structural slab of the Mall Level, and extending upwards to the top of the structural slab of the Street Level.

10TH STREET

The Sub-Surface Areas with respect to 10th Street shall consist of the following two areas, but excepting therefrom any and all premises dedicated by the Redevelopment Authority by deed dated June 19, 1980 and recorded as Deed Book EFP 45, Page 283 and by deeds dated July 24, 1974 and recorded in Deed Book DCC 716, Page 141, Deed Book DCC 716, Page 149, Deed Book DCC 716, Page 137.

TRUCK TUNNEL– GALLERY II UNDER NORTH 10TH STREET

All that certain parcel of ground situate in the City of Philadelphia, Commonwealth of Pennsylvania, being more particularly bounded and described as follows;

Beginning at a point on the easterly right-of-way line of 10th Street, (55.781' wide), said point being located at the intersection of said easterly right-of-way line of 10th Street and the northerly right-of-way line of Market Street (100 feet wide) and extending thence;

1. Crossing the right-of-way of 10th Street, North 78°59'00" West, a distance of 55.781 feet to a point in the westerly right-of-way line of 10th Street; thence,
2. Along the said line of 10th Street, North 11°01'00" East, a distance of 217.316 feet; thence,
3. Crossing the right-of-way of 10th Street, South 78°59'00" East, a distance of 55.781 feet to a point in the easterly right-of-way line of 10th Street; thence,
4. Along said line of 10th Street, South 11°01'00" West, a distance of 217.316 feet to the first mentioned point and place of beginning.

Containing 0.278 ACRES, more or less.

Area is limited in vertical dimension to the space lying between the underside of the foundation and the structural members forming the bottom of the Truck Level, and the top of the structural slab separating the Truck Level from the Mall Level.

MALL LEVEL– GALLERY II UNDER NORTH 10TH STREET

All that certain parcel of ground situate in the City of Philadelphia, Commonwealth of Pennsylvania, being more particularly bounded and described as follows;

Beginning at a point on the easterly right-of-way line of 10th Street, (55.781' wide), said point being located at the intersection of said easterly right-of-way line of 10th Street and the northerly right-of-way line of Market Street (100 feet wide) and extending thence;

1. Crossing the right-of-way of 10th Street, North 78°59'00" West, a distance of 55.781 feet to a point in the westerly right-of-way line of 10th Street; thence,
2. Along the said line of 10th Street, North 11°01'00" East, a distance of 314.107 feet to a point in the bed of Filbert Street; thence,
3. Through the bed of Filbert Street, South 78°59'00" East, a distance of 54.162 feet; thence,
4. Still through the bed of Filbert Street and partially through the bed of 10th Street, South 10°17'18" West, a distance of 9.599 feet; thence,
5. Through the bed of 10th Street, South 78°59'00" East, a distance of 1.497 feet to a point in the easterly right-of-way line of 10th Street; thence,
6. Along said line of 10th Street, South 11°01'00" West, a distance of 304.511 feet to the first mentioned point and place of beginning.

Containing 0.402 acres, more or less.

The above described area beginning at the top of the structural slab of the Mall Level, and extending upwards to the top of the structural slab of the Street Level.

11TH STREET

The Sub-Surface Areas with respect to 11th Street shall consist of the following two areas, but excepting therefrom any and all premises dedicated by the Redevelopment Authority by deed dated June 19, 1980 and recorded in Deed Book EFP 45, Page 279 and by deeds dated March 31, 1982 and recorded as Deed Book EFP 475, Page 86, Deed Book EFP 475, Page 90, and Deed Book EFP 475, Page 94.

MALL LEVEL - GALLERY II UNDER NORTH 11TH STREET

All that certain parcel of ground situate in the City of Philadelphia, Commonwealth of Pennsylvania, being more particularly bounded and described as follows;

Beginning at a point on the easterly right-of-way line of 11th Street, (55.781' wide), said point being located North 11°01'00" East, a distance of 139.305 feet from the intersection of said easterly right-of-way line of 11th Street and the northerly right-of-way line of Market Street (100 feet wide) and extending thence;

10. Partially crossing the right-of-way of 11th Street, North 78°59'00" West, a distance of 25.944 feet; thence,
11. Partially crossing the right-of-way of 11th Street, South 56°01'00" West, a distance of 24.940 feet; thence,
12. Crossing the right-of-way of 11th Street, North 78°59'00" West, a distance of 12.201 feet to a point in the westerly right-of-way line of 11th Street; thence,
13. Along the said line of 11th Street, North 11°01'00" East, a distance of 78.225 feet; thence,
14. Partially crossing the right-of-way of 11th Street, North 58°42'59" East, a distance of 16.469 feet; thence,
15. Crossing the right-of-way of 11th Street, South 78°59'00" East, a distance of 43.599 feet to a point in the easterly right-of-way line of 11th Street; thence,

16. Along said line of 11th Street, South 11°01'00" West, a distance of 71.673 feet to the first mentioned point and place of beginning.

Containing 0.099 acres, more or less.

The above described area beginning at the top of the structural slab of the Mall Level, and extending upwards to the top of the structural slab of the Street Level.

MALL LEVEL - JC PENNEY UNDER NORTH 11TH STREET

All that certain parcel of ground situate in the City of Philadelphia, Commonwealth of Pennsylvania, being more particularly bounded and described as follows;

Beginning at a point on the easterly right-of-way line of 11th Street, (55.781' wide), said point being located North 11°01'00" East, a distance of 10.988 feet from the intersection of said easterly right-of-way line of 11th Street and the northerly right-of-way line of Market Street (100 feet wide) and extending thence;

17. Crossing the right-of-way of 11th Street, North 78°59'00" West, a distance of 55.781 feet to a point in the westerly right-of-way line of 11th Street; thence,
18. Along the said line of 11th Street, North 11°01'00" East, a distance of 110.682 feet; thence,
19. Partially crossing the right-of-way of 11th Street, North 78°59'00" East, a distance of 12.201 feet; thence,
20. Partially crossing the right-of-way of 11th Street, North 56°01'00" East, a distance of 24.940 feet; thence
21. Crossing the right-of-way of 11th Street, South 78°59'00" East, a distance of 25.944 feet to a point in the easterly right-of-way line of 11th Street; thence,
22. Along said line of 11th Street, South 11°01'00" West, a distance of 128.317 feet to the first mentioned point and place of beginning.

Containing 0.156 acres, more or less.

The above described area beginning at the top of the structural slab of the Mall Level, and extending upwards to the top of the structural slab of the Street Level.

MARKET STREET

The Sub-Surface Areas with respect to Market Street shall consist of the following four areas:

TRUCK TUNNEL – GALLERY I UNDER MARKET STREET

All that certain parcel of ground situate in the City of Philadelphia, Commonwealth of Pennsylvania, being more particularly bounded and described as follows;

Beginning at a point on the northerly right-of-way line of Market Street (100 feet wide), said point being located North 78°59'00" West, a distance of 50.000 feet from the intersection of the westerly right-of-way line of 9th Street, (55.781' wide) and the northerly right-of-way line of

Market Street, and extending thence;

1. Along the northerly right-of-way line of Market Street, South 78°59'00" East, a distance of 144.000 feet to a point; thence,
2. Leaving said line and extending in the bed of Market Street, South 11°01'00" West, a distance of 20.000 feet; thence,
3. North 78°59'00" West, a distance of 144.000 feet; thence,
4. North 11°01'00" East, a distance of 20.000 feet to the first mentioned point and place of beginning.

Containing 0.066 ACRES, more or less.

The above described area being bounded on the top by the top of the structural slab of the Mall Level, and extending downwards to the underside of the foundation & the structural members forming the bottom of the Truck Level.

MALL LEVEL PORTION – GALLERY I UNDER MARKET STREET

All that certain parcel of ground situate in the City of Philadelphia, Commonwealth of Pennsylvania, being more particularly bounded and described as follows;

Beginning at a point on the northerly right-of-way line of Market Street (100 feet wide), said point being located North 78°59'00" West, a distance of 50.000 feet from the intersection of the westerly right-of-way line of 9th Street, (55.781' wide) and the northerly right-of-way line of Market Street, and extending thence;

5. Along the northerly right-of-way line of Market Street, South 78°59'00" East, a distance of 144.000 feet to a point; thence,
6. Leaving said line and extending in the bed of Market Street, South 11°01'00" West, a distance of 20.000 feet; thence,
7. North 78°59'00" West, a distance of 144.000 feet; thence,
8. North 11°01'00" East, a distance of 20.000 feet to the first mentioned point and place of beginning.

Containing 0.066 acres, more or less.

The above described area beginning at the top of the structural slab of the Mall Level, and extending upwards to the top of the structural slab of the Street Level.

MALL LEVEL PORTION – GALLERY I SOUTH OF 833 MARKET STREET

All that certain parcel of ground situate in the City of Philadelphia, Commonwealth of Pennsylvania, being more particularly bounded and described as follows;

Beginning at a point on the northerly right-of-way line of Market Street (100 feet wide), said point being located South 78°59'00" East, a distance of 38.221 feet from the intersection of the easterly right-of-way line of 9th Street (55.781' wide) and the northerly right-of-way line of Market Street, and extending thence;

5. Along the northerly right-of-way line of Market Street, South 78°59'00" East, a distance of 61.455 feet to a point; thence,
6. Leaving said line and extending in the bed of Market Street, South 11°01'00" West, a distance of 20.000 feet; thence,
7. North 78°59'00" West, a distance of 61.455 feet; thence,
8. North 11°01'00" East, a distance of 20.000 feet to the first mentioned point and place of beginning.

Containing 0.028 acres, more or less.

The above described area beginning at the top of the structural slab of the Mall Level, and extending upwards to the top of the structural slab of the Street Level.

MALL LEVEL PORTION – GALLERY I SOUTH OF 801 MARKET STREET SECTION

All that certain parcel of ground situate in the City of Philadelphia, Commonwealth of Pennsylvania, being more particularly bounded and described as follows;

Beginning at a point on the northerly right-of-way line of Market Street (100 feet wide), said point being located North 78°59'00" West, a distance of 29.075 feet from the intersection of the westerly right-of-way line of 8th Street (50.000' wide) and the northerly right-of-way line of Market Street, and extending thence;

13. Though a portion of the bed of Market Street, South 11°01'00" West, a distance of 20.000 feet; thence,
14. North 78°59'00" West, a distance of 43.162 feet; thence,
15. North 11°01'00" East, a distance of 10.644 feet; thence,
16. North 78°59'00" West, a distance of 36.580 feet; thence,
17. South 11°01'00" West, a distance of 10.644 feet; thence,
18. North 78°59'00" West, a distance of 71.420 feet; thence,
19. North 11°01'00" East, a distance of 10.553 feet; thence,
20. North 78°59'00" West, a distance of 37.170 feet; thence,
21. South 11°01'00" West, a distance of 10.553 feet; thence,
22. North 78°59'00" West, a distance of 75.138 feet; thence,
23. North 11°01'00" East, a distance of 20.000 feet to a point on the aforementioned northerly right-of-way line of Market Street; thence,
24. Along said line of Market Street, South 78°59'00" East, a distance of 263.471 feet to the first mentioned point and place of beginning.

Containing 0.103 acres, more or less.

The above described area beginning at the top of the structural slab of the Mall Level, and extending upwards to the top of the structural slab of the Street Level.

EXHIBIT "G"
Aerial Areas

9TH STREET

The Aerial Areas with respect to 9th Street shall consist of the following three areas, but excepting therefrom any and all those premises dedicated by the Redevelopment Authority by deeds dated July 24, 1974 and recorded in Deed Book DCC 716, Page 129 and Deed Book DCC 716, Page 133.

SECOND LEVEL - GALLERY I AERIAL PORTION OVER NORTH 9TH STREET

All that certain parcel of ground situate in the City of Philadelphia, Commonwealth of Pennsylvania, being more particularly bounded and described as follows;

Beginning at a point on the easterly right-of-way line of 9th Street, (55.781' wide), said point being located North 11°01'00" East, a distance of 66.000 feet from the intersection of said easterly right-of-way line of 9th Street and the northerly right-of-way line of Market Street (100 feet wide) and extending thence;

1. Crossing the right-of-way of 9th Street, North 78°59'00" West, a distance of 55.781 feet to a point in the westerly right-of-way line of 9th Street; thence,
2. Along the said line of 9th Street, North 11°01'00" East, a distance of 231.500 feet; thence,
3. Crossing the right-of-way of 9th Street, South 78°59'00" East, a distance of 55.781 feet to a point in the easterly right-of-way line of 9th Street; thence,
4. Along said line of 9th Street, South 11°01'00" West, a distance of 231.500 feet to the first mentioned point and place of beginning.

The above described area beginning at the top of the structural slab of the Second Level, and extending upwards to the top of the structural slab of the Third Level.

Containing 0.296 acres, more or less.

THIRD LEVEL – GALLERY I PORTION NORTH 9TH STREET

All that certain parcel of ground situate in the City of Philadelphia, Commonwealth of Pennsylvania, being more particularly bounded and described as follows;

Beginning at a point on the easterly right-of-way line of 9th Street, (55.781' wide), said point being located North 11°01'00" East, a distance of 66.000 feet from the intersection of said easterly right-of-way line of 9th Street and the northerly right-of-way line of Market Street (100 feet wide) and extending thence;

5. Crossing the right-of-way of 9th Street, North 78°59'00" West, a distance of 55.781 feet to a point in the westerly right-of-way line of 9th Street; thence,
6. Along the said line of 9th Street, North 11°01'00" East, a distance of 231.500 feet; thence,
7. Crossing the right-of-way of 9th Street, South 78°59'00" East, a distance of 55.781 feet to a point in the easterly right-of-way line of 9th Street; thence,

8. Along said line of 9th Street, South 11°01'00" West, a distance of 231.500 feet to the first mentioned point and place of beginning.

The above described area beginning at the top of the structural slab of the Third Level, and extending upwards to the top of the structural slab of the Roof Level.

ROOF LEVEL – GALLERY I NORTH 9TH STREET

All that certain parcel of ground situate in the City of Philadelphia, Commonwealth of Pennsylvania, being more particularly bounded and described as follows;

Beginning at a point on the easterly right-of-way line of 9th Street, (55.781' wide), said point being located North 11°01'00" East, a distance of 66.000 feet from the intersection of said easterly right-of-way line of 9th Street and the northerly right-of-way line of Market Street (100 feet wide) and extending thence;

1. Crossing the right-of-way of 9th Street, North 78°59'00" West, a distance of 55.781 feet to a point in the westerly right-of-way line of 9th Street; thence,
2. Along the said line of 9th Street, North 11°01'00" East, a distance of 231.500 feet; thence,
3. Crossing the right-of-way of 9th Street, South 78°59'00" East, a distance of 55.781 feet to a point in the easterly right-of-way line of 9th Street; thence,
4. Along said line of 9th Street, South 11°01'00" West, a distance of 231.500 feet to the first mentioned point and place of beginning.

Containing 0.296 acres, more or less.

Area is limited in vertical dimension to the space lying between the top of the structural slab of the Roof Level, and a plane of elevation of approximately +107.0 vertical feet, as related to City of Philadelphia vertical datum, said plane of elevation being approximately 20.0 vertical feet above the upper side of the structural members forming the Roof Level.

10TH STREET

The Aerial Areas with respect to 10th Street shall consist of the following three areas, but excepting therefrom any and all however, those premises dedicated by the Redevelopment Authority by deed dated June 19, 1980 and recorded as Deed Book EFP 45, Page 283 and by deeds dated July 24, 1974 and recorded in Deed Book DCC 716, Page 141, Deed Book DCC 716, Page 149, Deed Book DCC 716, Page 137.

SECOND LEVEL - GALLERY II NORTH 10TH STREET

All that certain parcel of ground situate in the City of Philadelphia, Commonwealth of Pennsylvania, being more particularly bounded and described as follows;

Beginning at a point on the easterly right-of-way line of 10th Street, (55.781' wide), said point being located North 11°01'00" East, a distance of 61.000 feet from the intersection of said easterly right-of-way line of 10th Street and the northerly right-of-way line of Market Street (100

feet wide) and extending thence;

1. Crossing the right-of-way of 10th Street, North 78°59'00" West, a distance of 55.781 feet to a point in the westerly right-of-way line of 10th Street; thence,
2. Along the said line of 10th Street, North 11°01'00" East, a distance of 181.500 feet; thence,
3. Crossing the right-of-way of 10th Street, South 78°59'00" East, a distance of 55.781 feet to a point in the easterly right-of-way line of 10th Street; thence,
4. Along said line of 10th Street, South 11°01'00" West, a distance of 181.500 feet to the first mentioned point and place of beginning.

The above described area beginning at the top of the structural slab of the Second Level, and extending upwards to the top of the structural slab of the Third Level.

Containing 0.232 acres, more or less.

THIRD LEVEL - GALLERY II AERIAL PORTION OVER NORTH 10TH STREET

All that certain parcel of ground situate in the City of Philadelphia, Commonwealth of Pennsylvania, being more particularly bounded and described as follows;

Beginning at a point on the easterly right-of-way line of 10th Street, (55.781' wide), said point being located North 11°01'00" East, a distance of 61.000 feet from the intersection of said easterly right-of-way line of 10th Street and the northerly right-of-way line of Market Street (100 feet wide) and extending thence;

1. Crossing the right-of-way of 10th Street, North 78°59'00" West, a distance of 55.781 feet to a point in the westerly right-of-way line of 10th Street; thence,
2. Along the said line of 10th Street, North 11°01'00" East, a distance of 181.500 feet; thence,
3. Crossing the right-of-way of 10th Street, South 78°59'00" East, a distance of 55.781 feet to a point in the easterly right-of-way line of 10th Street; thence,
4. Along said line of 10th Street, South 11°01'00" West, a distance of 181.500 feet to the first mentioned point and place of beginning.

Containing 0.232 acres, more or less.

The above described area beginning at the top of the structural slab of the Third Level, and extending upwards to the top of the structural slab of the Roof Level.

GALLERY II - ROOF LEVEL AERIAL PORTION OVER NORTH 10TH STREET

All that certain parcel of ground situate in the City of Philadelphia, Commonwealth of Pennsylvania, being more particularly bounded and described as follows;

Beginning at a point on the easterly right-of-way line of 10th Street, (55.781' wide), said point being located North 11°01'00" East, a distance of 61.000 feet from the intersection of said easterly right-of-way line of 10th Street and the northerly right-of-way line of Market Street (100

feet wide) and extending thence;

1. Crossing the right-of-way of 10th Street, North 78°59'00" West, a distance of 55.781 feet to a point in the westerly right-of-way line of 10th Street; thence,
2. Along the said line of 10th Street, North 11°01'00" East, a distance of 181.500 feet; thence,
3. Crossing the right-of-way of 10th Street, South 78°59'00" East, a distance of 55.781 feet to a point in the easterly right-of-way line of 10th Street; thence,
4. Along said line of 10th Street, South 11°01'00" West, a distance of 181.500 feet to the first mentioned point and place of beginning.

Containing 0.232 acres, more or less.

Area is limited in vertical dimension to the space lying between the underside of the structural members forming the bottom of the Roof Level, and a plane of elevation of approximately +118.0 vertical feet, as related to City of Philadelphia vertical datum, said plane of elevation being approximately 20.0 vertical feet above the upper side of the structural members forming the Roof Level.

EXHIBIT "D"

PUBLIC ACCESS EASEMENT

Attached.

PUBLIC ACCESS EASEMENT

This Exhibit shall govern the reservation of the rights of the **PHILADELPHIA REDEVELOPMENT AUTHORITY** (formerly known as the Redevelopment Authority of the City of Philadelphia), a public body and body corporate and politic, duly created and organized pursuant to, and in accordance with, the provisions of the Urban Redevelopment Law of May 24, 1945 of the Commonwealth of Pennsylvania and laws supplemental thereto (“PRA”) pursuant to the attached Deed from PRA and to **PR GALLERY I LIMITED PARTNERSHIP**, a Pennsylvania limited partnership (the “PR Gallery I”).

BACKGROUND

PRA previously built or caused to be built the improvements commonly known as the Gallery Mall, a retail center leased in part by PRA to PR Gallery I. The Gallery Mall is located at a regional transportation hub and provides access, either directly or indirectly, to SEPTA’s regional rail station for commuter rail service, the subway stations for 8th and 9th Streets and the PATCO Access Area. The structure(s) supporting and accessing the Transit Facilities were funded in part by grants from the Federal Department of Transportation for the benefit of the public; the Gallery Mall was intended to be integrally linked with Transit Facilities to advance the significant public transportation goals and interests of the government.

To achieve the redevelopment and substantial renovation of the Gallery Mall, PRA has determined to lease and, ultimately convey a portion of the Gallery Mall to PR Gallery I. This Public Access Easement is retained by PRA to assure that transit access will be perpetually maintained for the public good and PR Gallery I, intending to be legally bound, acknowledges that it has received good and valuable consideration in connection with PRA’s reservation of rights.

The Public Access Easement is one of a series of integrated access easements and rights providing pedestrian access through the entire area of the current Gallery Mall with connectivity to the Transit Facilities and street level access in the area generally bounded by 8th and 11th Streets East to West and Market and Filbert Streets North and South, in the area set forth on Schedule A attached hereto, which series of easements includes, without limitation that certain Public Access Easement by 801 C-3 Fee Owner LP in favor of PRA recorded [REDACTED] with respect to street access at 801 Market Street. The combined series of integrated access easements are collectively referred to herein as the “Integrated Access Easement.”

All initially capitalized terms used but not otherwise defined herein shall have the meanings set forth in Section 26 hereof.

1. **Public Access Easement**. Subject to the limitations and requirements set forth hereinafter, PRA hereby excepts and reserves the perpetual right of public pedestrian access, ingress, egress and regress through that portion of the Gallery Mall described on Schedule B as the Public Access Area (“Public Access Easement”). The Public Access Easement shall be separate and distinct from the Deed, shall burden the property comprising the area thereof and shall run with the land binding all successors and assigns of PR Gallery I and all parties in possession of the Public Access Area. Any conveyance

of the Gallery Mall or any portion thereof and any grant of a mortgage or any other lien upon the easement property shall be under and subject to the Public Access Easement and all provisions with respect thereto, and the parties hereto and their successors and assigns shall, at the request of the other or its successors and assigns, execute any further documentation that may be reasonably required to evidence the Public Access Easement, the rights and obligations of the parties with respect thereto or to provide record public notice thereof, including, without limitation, recording of a separate easement agreement that sets forth the parties' agreement with respect to the Public Access Easement and the inclusion of the provisions set forth herein with respect to the Public Access Easement in any deed conveying the Gallery Mall or any portion thereof.

- 1.1 **Hours.** PR Gallery I shall keep the entire Public Access Area (including the Access Entryways) open Monday through Friday from 5:30 a.m. to 7:30 p.m. and, in addition, during such time as the Gallery Mall is open for normal hours for retail business so as to ensure continued access or availability of access to the Transit Facilities via the Access Entryways during such periods (subject to Section 6). Nothing shall prevent PR Gallery I from keeping the Public Access Area open during additional hours. Nothing herein shall require PR Gallery I to cause the retail or other operations within the Public Access Area to be open during the same hours.
- 1.2 **Public Purpose/Independent Covenant.** PR Gallery I acknowledges and agrees that the exception and reservation of the Public Access Easement is in furtherance of the public purpose of PRA and the City of Philadelphia to ensure continued access to the Transit Facilities and is an independent covenant of PR Gallery I without regard to any obligation of PRA, it specifically being the interest of the parties that the obligations and duties related to the Public Access Easement and the Public Access Area are not executory in nature or dischargeable in bankruptcy or other similar insolvency or proceeding.
2. **Rights of Third Parties.** The reservation of the Public Access Easement is and shall be under and subject to, and is not intended to limit, the rights, if any, of third parties and the public with respect to access or any other right in connection with the Gallery Mall or the use, operation or maintenance thereof, without regard to whether such rights exist by virtue of instruments of record or otherwise and without regard to whether such rights impose obligations on PR Gallery I not otherwise set forth herein. PR Gallery I hereby agrees to be bound by such obligations and shall release and indemnify PRA and all other Public Parties and their agents from any claim, cost, demand, liability, suit or cause of action related thereto or arising therefrom.
3. **Construction by PR Gallery I.** PR Gallery I shall, at its expense, construct the improvements to the Public Access Area ("Public Access Area Improvements") in accordance with the provisions set forth herein, in the Lease and the Approved Public Access Area Plans (defined below). The Public Access Area, The Public Access Area Improvements and access thereto shall, at all times, be constructed and maintained in compliance with all applicable laws including, without limitation, the Americans with Disabilities Act or any codes or ordinances promulgated in connection therewith.

- 3.1 Prevailing Wage Compliance. PR Gallery I has prepared and executed and PRA has approved a Plan of Compliance with Prevailing Wage Standards ("Prevailing Wage Plan"), a copy of which is attached to the Lease. With respect to its construction obligations under this Agreement, PR Gallery I shall (i) comply with the Prevailing Wage Plan; (ii) cause its contractors and any sub-contractors at any level to pay the applicable prevailing wage rates as provided by PRA; (iii) submit to PRA all payroll records as requested by PRA; and (iv) not permit any contractors or sub-contractors who are suspended or debarred for violating provisions of the Davis Bacon Act or the Pennsylvania Prevailing Wage Act or the Rules or Regulations issued pursuant thereto to perform work on the Public Access Area Improvements. Any violation of the Prevailing Wage Plan or the provisions herein or in the Lease related thereto shall be subject to the rights and remedies available to PRA on account of such as violation set forth in the Lease.
- 3.2 Submission of Plans. PR Gallery I has delivered and PRA has, subject to the remaining terms hereof, approved PR Gallery I's plans for the design and construction of the redeveloped Gallery Mall, which include the Public Access Area Improvements (as the portion of such plans pertaining to the Public Access Area Improvements, the "Approved Public Access Area Plans"). The Approved Public Access Area Plans are attached hereto as Exhibit 3.2. To the extent that the Approved Public Access Area Plans indicate alternate materials, finishes, treatments or designs, each such alternate is likewise approved.
- 3.3 Changes in Approved Public Access Area Plans. PR Gallery I shall construct or cause the construction of the Public Access Area in accordance with the Approved Public Access Area Plans. In the event that PR Gallery I desires to modify the Approved Public Access Area Plans in a manner that would constitute a Material Difference from the Approved Public Access Area Plans, such modification shall not become effective without the prior written consent of PRA. PR Gallery I shall provide to PRA plans and specifications for any proposed change to the Approved Public Access Area Plans or detailed information for any proposed change or modification requiring PRA's approval. PRA shall review such change or modification within twenty (20) business days of PRA's receipt thereof. If PRA has not approved the requested change or cited reasons in writing for its denial of approval within the aforesaid twenty (20) business days, the requested changes shall be deemed approved by PRA. The definition of "Approved Public Access Area Plans" shall be the Approved Public Access Area Plans, as modified by any change approved by (or deemed to have been approved by) PRA or any change made to the Approved Public Access Area Plans that does not require the approval of PRA.
- 3.4 Material Difference. As used herein, a "Material Difference," means a difference with respect to the Public Access Area Improvements as compared to the Approved Public Access Area Plans in: (a) exterior finish materials; (b) subject to Article 4 below, access, including access to the Transit Facilities and public access through the Public Access Easement or a reduction of street access points to the Integrated Access Easement in an amount that is less than what is depicted

on Schedule A, and shall, at all times, consist of not less than four (4) access points to street level that are dispersed generally in the locations depicted on Schedule A; or (c) any changes or additions that impact or may impact the Truck Tunnel, the Commuter Rail Tunnel, the SEPTA Structures or the access, use, operation or functionality of any of those. In connection with the submission of any plans to PRA for approval, PR Gallery I shall clearly delineate any Material Differences incorporated therein.

- 3.5 No Reliance. PRA's review of the Approved Public Access Area Plans, including any subsequent modification thereof, shall be solely for PRA's benefit, solely for purposes of this document, may not be relied upon in any manner by PR Gallery I or by any third party and shall not constitute approval under any ordinance, code, regulation or otherwise.

4. Alterations.

- 4.1 PRA's Consent Not Required for Alterations. Subject to the use restrictions set forth herein and except with respect to completion of the Public Access Area Improvements, PR Gallery I may make all other Alterations to the Public Access Area, without the consent of PRA. All Alterations shall be done in accordance with the requirements of Law and performed in a thorough, first-class and workmanlike manner. Notwithstanding the foregoing, PR Gallery I may not make, without PRA's consent, any Alteration that includes any change to the Public Access Area that would constitute a Material Difference.

- 4.2 Alteration and Use. To ensure PR Gallery I of flexibility in design, operation, and merchandising, consistent with a first class mixed use retail center (and subject to the provisions herein or in the Lease governing Alterations and Use), PR Gallery I shall have the right to use the Public Access Areas provided that PR Gallery I shall in no event materially and adversely impact the Public Access Easement and further, provided that in all events the width available for pedestrian access set forth in this section, or such wider width as may be required by applicable fire or other code or regulation, including the Americans with Disabilities Act, shall be maintained. Without limitation, but subject to the foregoing, PR Gallery I shall have the right to:

- (a) alter the contours and pathways of the Public Access Area, provided that:

(X) Mall Level: the Public Access Area has a minimum aggregate width of fifteen (15) feet of unobstructed pedestrian access at all points on the Mall level (with the exception of the area leading from the Public Access Area to the Septa Structures serving that portion of the Transit Facilities now known as Jefferson Station and identified as the area marked "X" on Schedules A and (if applicable) B, which shall have a minimum aggregate width of forty (40) feet of unobstructed pedestrian access;

(Y) Street Level: (i) the Public Access Area pedestrian connection between the northwest entrance at Market Street near the corner of 9th and Market Streets and the vertical transportation to the Mall level to which it leads has a minimum aggregate width of fifteen (15) feet of unobstructed pedestrian access in the area shown on Schedules A and (if applicable) B as “Y(1)”; and (ii) The Public Access Area has a minimum aggregate width of ten (10) feet of unobstructed pedestrian access on the Street level (except as set forth above with respect to the area from the northwest corner of 9th and Market Streets to the vertical transportation) in the areas shown on Schedules A and (if applicable) B as “Y(2)”; and

(Z) the entire Public Access Area shall have a height measured from the floor to the interior limits of the corresponding ceiling that is not less than ten (10) feet except for those areas marked on Schedule A and (if applicable) B as “Z”.

(b) create within the Public Access Area leasable space, including without limitation, the installation of merchandising carts and kiosks, or the creation of product showcasing areas (by way of example, and not of limitation, automobile showcasing);

(c) install in the Public Access Area performing arts stages, entertainment facilities (such as, by way of example, and not of limitation, a Putt-Putt golf course), art work, public or community service areas (such as, by way of example and not of limitation, Girl or Boy Scout fundraising tables or Red Cross donation areas); and

(d) install architectural and customer amenities, such as fountains, plantings, lounges, benches and other seating or audiovisual areas.

Notwithstanding the foregoing, (i) any use or occupancy of any portion of the Public Access Area shall comply with the use restrictions set forth in the Deed; and (ii) the restrictions set forth in Sections 4.2 (b)-(d) shall, at all times be subject to the restrictions and limitations set forth in Section 4.2(a).

4.3 Alterations Requiring Approval. Any Alteration requiring the approval of PRA shall be subject to the provisions hereof regarding the construction of the Public Access Area Improvements, including, without limitation, the provisions of Sections 3 and 5 hereof.

5. Mechanics’ Liens.

5.1 Prompt Payment. PR Gallery I agrees that every prime contract for the construction, installation, alteration, repair of Alteration or addition to the Public Access Area, whether or not requiring PRA’s approval, where the estimated cost thereof shall exceed Ten Thousand (\$10,000.00) Dollars, shall contain a provision obligating the prime contractors to the prompt payment for all material furnished,

labor supplied or performed, rental for equipment employed and services rendered by public utilities, in or in connection with such construction, whether or not the material, labor, equipment or services enter into and become component parts of the Public Access Area, and provisions shall be made for an appropriate bond or other financial security as allowed by 35 P.S. § 1711(a)(4-1) or as otherwise required herein, to the satisfaction of PRA (“Financial Security”). Notwithstanding the foregoing, PRA agrees that the Guaranty is satisfactory Financial Security for the construction of Public Access Area Improvements. Upon the issuance of the Certificate of Completion, the provisions of this Section shall be null and void.

- 5.2 Waiver of Liens. To the fullest extent permitted by applicable law, PR Gallery I shall cause each prime contractor, on behalf of each “subcontractor” (as such term is defined in the Pennsylvania Mechanics’ Lien Law of 1963, as the same has been and may from time-to-time in the future be amended (the “Mechanics’ Lien Law”), which definition includes, without limitation, sub-subcontractors) performing work in connection with the Public Access Easement (other than the initial completion of the Public Access Area Improvements to the extent covered by the Guaranty) to execute (with all signatures duly acknowledged before a notary public) an appropriate “Waiver of Liens Stipulation by Contractor” that complies with the then current requirements of the Mechanics’ Lien Law, which shall be filed in the Prothonotary’s Office of Philadelphia County, Pennsylvania not less than ten (10) days prior to commencement of any work for which such waiver is required, waiving in advance the rights of all subcontractors, suppliers and materialmen to file a mechanic’s lien against the Public Access Area or any other property of PRA or PR Gallery I, to the full extent permitted by the Mechanics’ Lien Law. Upon the issuance of the Certificate of Completion, the provisions of this Section shall be null and void.
- 5.3 Lien Releases. PR Gallery I shall cause each “contractor” (as such term is defined in the Mechanics Lien Law) and each such subcontractor to execute, acknowledge, and deliver to PR Gallery I periodic lien releases and waivers simultaneously with such contractor’s or subcontractor’s receipt of each installment of its compensation. All such lien releases shall be provided to PRA upon written request. Upon the issuance of the Certificate of Completion, the provisions of this Section shall be null and void.
- 5.4 PRA not Responsible. NOTICE IS HEREBY GIVEN THAT PRA SHALL NOT BE LIABLE FOR ANY LABOR, SERVICES OR MATERIAL FURNISHED OR TO BE FURNISHED TO PR GALLERY I OR TO ANYONE HOLDING ANY OF THE GALLERY MALL THROUGH OR UNDER PR GALLERY I, AND THAT NO MECHANICS’ OR OTHER LIENS FOR ANY SUCH LABOR, SERVICES OR MATERIALS SHALL ATTACH TO OR AFFECT THE INTEREST OF PRA IN AND TO ANY OF THE PUBLIC ACCESS AREA. PR Gallery I shall cause the foregoing notice to be prominently included in all contract documents with respect to the completion of the Public Access Area

improvements or any Alteration, in all capital letters with no less than a twelve (12) point font.

5.5 Discharge of Liens. PR Gallery I shall discharge or cause to be discharged of record by bond or otherwise, within twenty-five (25) days following the date whereupon PR Gallery I receives actual knowledge of the filing, any mechanic's or similar lien filed against the Public Access Area for work or materials claimed to have been furnished at PR Gallery I's request to or for the benefit of PR Gallery I or the Public Access Area or for the benefit of any one claiming an interest under PR Gallery I. If PR Gallery I shall fail to cause such lien or claim or lien to be so discharged or bonded within such period, in addition to any other right or remedy PRA may have, PRA may, but shall not be obligated to, discharge such lien or claim or lien by procuring the discharge of such lien or claim or lien by the deposit in a court or by bonding, and, in any event, PRA shall be entitled, if PRA so elects, to compel the prosecution of any action for the foreclosure of such lien or claim by the lienor claimant and to pay the amount of the judgment, if any, in favor of the lienor, with interest, costs and fees. PR Gallery I shall be liable to PRA, on demand and from time-to-time, for any sum or sums so paid by or on behalf of PRA and all costs or expenses incurred by PRA, including, without limitation, reasonable attorneys' fees actually incurred in prosecuting such discharge or in defending any such action and interest, at the Default Interest Rate, from date of such expense until payment in full. PR Gallery I agrees to provide PRA with written notice of any lien filed against the Public Access Area promptly following PR Gallery I's obtaining actual knowledge of such lien, and a subsequent notice of its removal in accordance with the provisions above.

5.6 All Liens and Rights are Subordinate to PRA. PR Gallery I's rights, as well as the rights of anyone else, including, without limitation, any mortgagee, architect, independent contractor, assignee, sublessee, subcontractor, prime or general contractor, mechanic, laborer, materialman or other lien or claim holder, shall always be and remain subordinate, inferior, and junior to PRA's right, and interest in the Public Access Area.

6. **PR Gallery I's Obligation With Respect to the Public Access Area.**

6.1 Maintenance. PR Gallery I at its own cost and expense shall (a) keep and maintain the Public Access Area (including any Common Access Areas (as defined in Section 7(a)), stairs, escalators, elevators or accessways connecting thereto) in good order and condition consistent with first class mixed use retail center standards, and (b) make such repairs and replacements (collectively, "Repairs") to the Public Access Area (including any Common Access Areas, stairs, escalators, elevators or accessways connecting thereto) as may be necessary or appropriate to keep and maintain the Public Access Area (including any Common Access Areas, stairs, escalators, elevators or accessways connecting thereto) in good order and condition, whether such Repairs are ordinary or extraordinary, foreseen or unforeseen.

- 6.2 No Limitation. PR Gallery I's obligations shall apply to all portions of the Public Access Area and Common Access Areas (including any curbs, accessways, stairs, escalators or elevators) connecting thereto including, without limitation: interior and exterior portions, if any; structural and non-structural portions; roofs; ceilings; environmental compliance and remediation; lighting, electrical, plumbing, mechanical, heating, ventilating and air conditioning systems to the extent, if not located within the Public Access Area, such items impact or may impact the use, connectivity or functionality of the Public Access Easement or the Public Access Area.
- 6.3 Emergency and Security. (a) PR Gallery I shall be obligated to provide security services for and shall have the right to temporarily close the Public Access Area, in whole or part, for such periods of time as may be reasonably necessary to respond to an emergency threatening life, limb or property; and (b) The Public Access Area shall be subject to such security regulations as PR Gallery I may deem appropriate in its reasonable judgment provided such regulations do not materially or adversely interfere with access to the Transit Facilities (except as may be required for emergencies as provided in Section 6.3(a)). PR Gallery I shall provide PRA, SEPTA, PATCO and the City with immediate notice of any closure pursuant to this Section and shall take all commercially reasonable actions required to ensure that the duration of such closure is as short as possible under the circumstances.
- 6.4 Generally. PR Gallery I shall be permitted to close off portions (but not all) of the Public Access Area for reasonable periods of time for routine cleaning, repairs and maintenance purposes; provided, however, that PR Gallery I shall use commercially reasonable efforts to minimize the disruption to the Public Access Area caused thereby by promptly commencing and diligently prosecuting such work to completion and by scheduling, to the extent commercially reasonable, such work during non-rush hour periods or periods when the Public Access Area is otherwise permitted to be closed.
- 6.5 Planned Maintenance. In the event repairs or maintenance are required that will materially disrupt all or significant portions of the Public Access Area, PR Gallery I shall provide PRA, SEPTA, PATCO and the City with at least twenty (20) days' prior written notice of such repairs or maintenance ("Material Maintenance Notice"), which Material Maintenance Notice shall set forth the nature of the repairs or maintenance, the anticipated length of time they will take, and the efforts PR Gallery I will undertake to mitigate the disruption to the Public Access Area caused thereby. In all events, PR Gallery I shall use commercially reasonable efforts to minimize the disruption to the Public Access Area caused by such repairs and maintenance, including, without limitation, by promptly commencing and diligently prosecuting such work to completion and by scheduling, to the extent commercially reasonable, such work during non-rush hour periods or periods when the Public Access Area is otherwise permitted to be closed.

- 6.6 Extended Closure. PR Gallery I shall use its best efforts to minimize public inconvenience caused by closures to the Public Access Area. In the event that initial construction, repairs, maintenance or reconstruction is required that will materially disrupt all or significant portions of the Public Access Area for more than (30) consecutive days, PR Gallery I shall provide PRA, SEPTA, PATCO and the City with written notice setting forth the nature of the repairs, maintenance, construction or reconstruction, the anticipated length of time the Public Access Area will be closed to pedestrians, the designation and availability of alternate access to the Transit Facilities and the efforts PR Gallery I will undertake to mitigate the disruption to the Public Access Area caused thereby. PRA shall have (30) days to review the notice and accept or reject the proposal set forth in the written notice, or the closure shall be deemed approved. If PRA objects to the closure, PR Gallery I may resubmit an amended plan as set forth in this Section, which PRA shall accept or reject in accordance with this Section. In its review, PRA shall limit its objections to matters concerning the duration of such closure, the availability of acceptable alternative access and the frequency of such closure. In the event PR Gallery I desires to alter the plan of extended closure, PR Gallery I shall provide written notice to the parties set forth above and such altered extended closure plan shall thereafter be subject to an additional right of approval by PRA as aforesaid.
- 6.7 Restriction on Transfer. The parties acknowledge and agree that the Public Access Area and the Public Access Easement burden the entire area shown on Schedule A including, pursuant to the terms of separate agreements, property not currently owned by PR Gallery I or PRA. Accordingly, in order to ensure the continuous, harmonious operation, availability and maintenance of the Integrated Access Easement through the entire Gallery Mall and its adjoining properties, no assignment of the Lease or any sublease of the entire Premises or conveyance of the Premises by deed or otherwise shall be permitted unless and until an agreement respecting access, maintenance, operation, insurance, condemnation, casualty and harmonious operations of the entire Integrated Access Easement that is acceptable to PRA in its reasonable discretion (“Qualified OEA”) is executed by (i) the fee owners of property burdened by the Integrated Access Easement; and (ii) each ground tenant whose leasehold is burdened by the Integrated Access Easement.
7. **General Maintenance Responsibilities.** PR Gallery I shall perform the following in accordance with standards consistent with first class mixed use retail centers:
- (a) provide security services for, and maintain, the Public Access Area which shall include, but shall not be limited to, cleaning; window-washing; landscaping; lighting; ventilating, heating and air-cooling and repair of the Public Access Area; keeping the sidewalks and other exterior common areas owned or controlled by PR Gallery I which provide access to the Public Access Area (“Common Access Areas”) repaired and properly drained and free of ice, surface water snow, litter and rubbish; and installing and maintaining such directional signs, markers as from time to

time may be necessary or proper to identify access to the Transit Facilities and other interconnected public transportation, the Pennsylvania Convention Center and street level exits.

- (b) clean and keep in good order and repair including any necessary replacement, all fixtures and other installations in Public Access Area and Common Access Areas, including, but not limited to, pools, fountains, benches and the like;
- (c) maintain the doors, corridors, elevators and the escalators within and directly serving the Public Access Area;
- (d) perform all repairs or maintenance involving the structure, fixtures, decorations or other improvements in and around the Public Access Area, including without limitation, to the extent such items impact or may impact the use, connectivity or functionality of the Public Access Easement or the Public Access Area: (X) all repairs to or replacement of roofs, exterior skylights, gutters, downspouts, pillars, slabs, beams, joists, ceilings and all water damage to the Public Access Area resulting from roof or sprinkler leaks or other interior damage resulting from a defect or failure in the structure; and (Y) plastering, refurbishing or other resurfacing of the ceiling, exterior walls and columns of the Public Access Area;
- (e) regularly inspect the mechanical and related equipment constituting the HVAC and other critical building systems serving the Public Access Area, and maintain such equipment in good order and repair.

8. **PR Gallery I's Restoration Obligation.**

- 8.1 Casualty. If at any time the Public Access Area or the Public Access Area Improvements are materially damaged or destroyed by fire or other casualty (a "Casualty"), PR Gallery I shall promptly give written notice thereof to PRA.
- 8.2 Restoration. Upon the occurrence of a Casualty, PR Gallery I shall promptly commence and proceed with due diligence to repair, restore and replace the Public Access Area, Common Access Areas and the Public Access Area Improvements, and to apply the applicable insurance proceeds and such other funds as are necessary to such repair, restoration and replacement; provided, however, that PR Gallery I shall not be obligated to restore the Public Area Improvements to their exact condition prior to the Casualty so long as the condition, operation and functionality of the Public Access Area are substantially equivalent to the condition, operation, and functionality of the Public Access Area prior to the Casualty. All such work (the "Restoration") shall be deemed Alterations.

9. Insurance.

9.1 PR Gallery I's Insurance. PR Gallery I, its contractors, subcontractors, consultants, subconsultants and subtenants and subsubtenant's contractors, subcontractors, consultants, and subconsultants (collectively, the "Insured"), at their sole cost and expense, shall with respect to the Gallery Mall and all easement, access and adjacent sidewalk areas, maintain, or cause to maintain, at a minimum the insurance coverages set forth in Exhibit 9.1 and which shall comply with the provisions hereof.

9.2 General Requirements.

- (a) Each policy of insurance required to be maintained by PR Gallery I shall: (a) be issued by a company or companies authorized to engage in the business of issuing such policies in the Commonwealth of Pennsylvania and have an A.M. Best Rating of not less than A Class X; (b) be primary to and not contributing with any insurance maintained by PRA; (c) if carried as part of a blanket policy, include an endorsement to the effect that the coverage will not be affected by the failure to pay any portion of the premium which is not allocable to the Public Access Area or by any other action not relating to the Public Access Area which would otherwise permit the insurer to cancel the coverage; (d) except for workers' compensation and professional liability policies, all insurance required herein shall: (i) name PRA, the City of Philadelphia ("City") and their respective officers, directors, employees and agents as additional insureds, as their interest may from time-to-time appear; and (ii) include severability of insured parties and cross-liability so that the protection of such insurance is afforded to PRA as if separate policies had been issued to each of the insured parties; (e) be written on an "occurrence" basis except for workers' compensation, professional liability and pollution liability policies; (f) not be invalidated due to any act or omission of PRA, the City, or their respective officers, directors, employees or agents, even for claims involving their partial negligence; (g) include coverage for ongoing operations and completed operations; and (h) provide for at least thirty (30) days prior written notice to be given to PRA in the event that coverage is materially changed, cancelled or non-renewed. In the event of material change, cancellation or non-renewal of coverage(s), PR Gallery I must replace the coverage(s) to comply with the requirements set forth herein to prevent a lapse of coverage for any time period.
- (b) The amount of insurance provided in Exhibit 9.1 shall not be construed to be a limitation of the liability on the part of the PR Gallery I. The carrying of the insurance described shall in no way be interpreted as relieving the PR Gallery I of any responsibility or liability.
- (c) PR Gallery I shall not have a Deductible/Self Insured Retention ("SIR") on any policy greater than the Deductible Limit. The payment of any

Deductible/SIR shall be the sole responsibility of PR Gallery I. The “Deductible Limit” means \$100,000, which limit will increase by 5% (on a cumulative basis) every five (5) years.

- 9.3 Delivery of Certificates. Within ten (10) days (a) after PRA’s request; or (b) upon execution of the Deed; whichever occurs first, and (c) on or before March 15th of each calendar year, PR Gallery I shall deliver to PRA certificates of insurance evidencing the insurance required to be carried by PR Gallery I above.
- 9.4 PRA’s Right to Place Insurance. If PR Gallery I shall fail, refuse or neglect to obtain or to maintain any insurance that it is required to obtain, PRA shall have the right to purchase such insurance not sooner than after ten (10) days prior written notice to PR Gallery I, unless within such time PR Gallery I furnishes PRA with evidence that PR Gallery I has procured such insurance. If PRA exercises such right, PR Gallery I shall reimburse PRA for the actual cost of obtaining such insurance together with interest at the Default Interest Rate, within ten (10) days after delivery of a statement from PRA for the amount due.
- 9.5 Waiver of Subrogation. PRA and PR Gallery I, for themselves and their respective insurers, hereby release each other of and from any and all claims, demands, actions and causes of action (including, without limitation, subrogation claims), for loss or damage to their respective property, even if the loss or damage shall have been caused by the fault or negligence of the other party, or anyone for whom such party may be responsible. The foregoing waiver and release shall be effective only with respect to loss or damage (a) covered by insurance or required to be covered by insurance pursuant to the terms hereof or, if greater, the insurance actually carried, and (b) occurring during such time as the relevant insurance policy contains either (i) a waiver of the insurer’s right of subrogation against the other party, or (ii) a clause or endorsement to the effect that the waiver and release shall not adversely affect or impair such insurance or prejudice the right of the insured to recover under the insurance policy.

10. **Environmental Matters.**

- 10.1 Compliance. PR Gallery I shall not use, or permit its agents, employees, contractors, subcontractors, licensees or invitees to use, the Public Access Area for the purpose of treating, producing, handling, transferring, processing, transporting, disposing, using or storing a Hazardous Substance in violation of applicable Environmental Laws. PR Gallery I shall, at PR Gallery I’s own expense, comply with, or cause compliance with, all Environmental Laws as the same affect the Public Access Area or the operations and activities of PR Gallery I, its agents, employees, contractors, subcontractors, licensees or invitees on or about the Public Access Area, provided that PR Gallery I shall not be responsible for ensuring compliance with Environmental Laws to the extent that such compliance relates to any activities of PRA from and after the date hereof.

- 10.2 Discovery of Environmental Violations. In the event PR Gallery I is notified by any Governmental Authority of an Environmental Violation or any alleged Environmental Violation, PR Gallery I shall (a) promptly notify PRA of such Environmental Violation or alleged Environmental Violation, and (b) deliver to PRA the notice filed by or received by PR Gallery I with or from any Governmental Authority relating thereto promptly after filing or receipt thereof.
- 10.3 Actions. In the event that there exists any Environmental Violation, PR Gallery I shall promptly and diligently take, or cause to be taken, any and all actions necessary to return the Public Access Area to a condition which is in compliance with Environmental Laws and shall indemnify, defend and hold harmless PRA from and against any loss or claim related thereto except to the extent caused by PRA, its agents or contractors after the date hereof. Without limiting the foregoing, PR Gallery I shall make, or cause to be made, all submissions and provide, or cause to be provided, all information required by Environmental Laws. To the extent the Environmental Violation is caused by PRA or any of its Representatives or contractors from and after the date hereof, PRA shall, at its own cost and expense, promptly and diligently take any and all actions necessary to return the Public Access Area to a condition which is in compliance with Environmental Laws. Without limiting the foregoing, PRA shall make all submissions and provide all information required by Environmental Laws in connection therewith. Copies of all information and submissions obtained or prepared by a party shall be promptly delivered to the other party, without the necessity of request or demand.
11. **Release by PR Gallery I.** As of the date hereof, PR Gallery I, each PREIT Party executing the Joinder attached to the Lease and each of their respective successors and assigns, hereby releases, discharges and settles any and all claims, liabilities or causes of action, whether then existing or thereafter arising relating to the period prior to the date hereof, or in any way arising from the Gallery Leases, including, without limitation, payment of rent under the Gallery Leases, any claim related to the maintenance or repair of the Gallery Mall or any contribution thereto required by the existing maintenance agreements, any agreement with any third party occupant of the Gallery Mall or Gallery Leases against any Public Party or their agents or the termination of the Gallery Leases and the grant of the Public Access Easement. PR Gallery I hereby agrees to indemnify, defend and hold each Public Party and their agents harmless from and against any liability, claim or losses related thereto.
12. **Indemnification.** Except to the extent caused by the gross negligence or willful misconduct of PRA, its employees, agents or contractors, PR Gallery I will indemnify and defend (with counsel of PRA's selection), PRA and save it harmless from and against any and all claims, actions, suits, proceedings, losses, damages, liabilities and expenses (including without limitation fees of attorneys, investigators and experts) ("Claims") arising or alleged to arise from or in connection with: the condition, use, occupancy, operation, maintenance, management or subletting of the Public Access Area; any occurrence of any nature on the Public Access Area (including the Common Access Areas), including, without limitation, any injury to, or death of, any person or any

damage to or loss of property. With respect to the foregoing indemnity only, PR Gallery I hereby waives any defenses or immunities it may at any time have under or pursuant to: (a) any insurance policy maintained by or on behalf of PR Gallery I (including, without limitation, any workers' compensation policy or comparable policy maintained in accordance with the Lease), and/or (b) any applicable worker's compensation laws.

13. **Access by PRA.** PRA reserves for itself, its agents and contractors, the right to enter upon the Public Access Area at any reasonable time, upon reasonable prior notice (which the parties agree shall be not less than twenty-four (24) hours except in the case of an emergency threatening life, limb or property) for the purpose of inspecting or, subject to the provisions of Article 15 below, exercising any right to repair or restore the Public Access Area as provided herein.
14. **Realty Transfer Taxes.** In the event any realty transfer taxes shall apply or may be imposed due to the Public Access Easement, the transactions contemplated herein or otherwise in connection with the Public Access Area, PR Gallery I shall be responsible for the payment of any and all such taxes.
15. **PRA's Right to Cure.** If PR Gallery I fails to perform any of its covenants under this easement agreement, PRA may elect to perform such covenant on behalf of PR Gallery I after giving PR Gallery I at least thirty (30) days' advance written notice of PRA's intention to do so (or such longer periods as may be required under the Lease, it being understood that such cure periods are concurrent, not cumulative); provided however, that in the case of the failure of PR Gallery I to provide insurance required to be carried hereunder, ten (10) days' notice shall be required and in the case of an emergency that threatens safety, security or property damage, such shorter notice shall be required as the emergency circumstances reasonably allow. PR Gallery I shall reimburse PRA for any reasonable costs incurred by PRA in curing such failure, together with interest at the Default Interest Rate within thirty (30) days after delivery of a statement from PRA for the amount due which contains reasonable supporting evidence of such costs. The exercise by PRA of its rights under this section shall not prejudice or waive any other rights or remedies PRA might otherwise have against PR Gallery I.
16. **Successors and Assigns.** The provisions of this easement shall be binding upon and inure to the benefit of the parties hereto and their respective permitted successors and assigns. Except as provided herein, it is expressly understood that the rights and obligations set forth herein with respect to PRA shall continue, notwithstanding that PRA may sell, convey or transfer its ownership interests, if any, in the Gallery Mall, including, without limitation, the Public Access Area.
17. **Limitation of PRA's Liability.** PR Gallery I shall look solely to PRA's interest in the Public Access Area, including, without limitation, any insurance proceeds or condemnation proceeds, for enforcement of any financial or other obligation of PRA hereunder or under applicable law. No other property or other assets of PRA shall be subject to levy, execution or other enforcement proceeding for the satisfaction of PR Gallery I's remedies or with respect to this easement, the relationship of PRA and PR Gallery I or PR Gallery I's use and occupancy of the Public Access Area.

18. **Severability.** If any provision in this document or the application thereof shall to any extent be invalid, illegal or otherwise unenforceable, the remainder of this document, and the application of such provision other than as invalid, illegal or unenforceable, shall not be affected thereby, and such provisions in this document shall be valid and enforceable to the fullest extent permitted by law.
19. **Modifications.** No change or modification of this document shall be valid unless the same is in writing and signed by the parties to this hereto or their successors and assigns. No waiver of any of the provisions of this document shall be valid unless the same is in writing and is signed by the party against which it is sought to be enforced. For avoidance of doubt, although the Public Access Easement Agreement is for the public's access to and through the Public Access Area, only (i) PRA, its successors or assigns or (ii) PRA's Permitted Designee, shall be empowered to change, modify and enforce this agreement. For purposes of this Section, "Permitted Designee" means the City, and shall in no event include any private person or entity.
20. **Permitted Designee.** At any time after the later of (a) the issuance of the Certificate of Completion; or (b) the conveyance by PRA of its fee interest underlying Public Access Easement Area to PR Gallery I, PRA may, by recordable assignment or written notice designate a Permitted Designee (and no other person or entity) as its successor hereunder and thereafter PRA shall have no further rights under this Agreement.

For avoidance of doubt, it is the express understanding of the parties that PRA can designate a Permitted Designee only in connection with the entire Integrated Access Easement (and not with respect to only portions of the Integrated Access Easement).
21. **Interpretation.** The headings and captions herein are inserted for convenience of reference only and in no way define, describe or limit the scope or intent of this easement agreement or any of the provisions hereof. Where the context so requires, the use of the singular shall include the plural and vice versa and the use of the masculine shall include the feminine and the neuter.
22. **Force Majeure.** In the event performance of any of their respective covenants, agreements or obligations hereunder by PRA or PR Gallery I is prevented, interrupted or delayed by Force Majeure, the date or time or times for the performance of such covenant, agreement or obligation shall be extended for a period of time equal to the number of days the performance is prevented, interrupted or delayed, and neither PRA nor PR Gallery I shall be liable for any costs, losses, damages, injuries or liabilities caused to or suffered or incurred by the other in connection with, or as a result of, any such delay. Notwithstanding the foregoing, a force majeure event shall not excuse the commencement or completion of the Public Access Area Improvements unless PR Gallery I shall provide written notice of such event to PRA within thirty (30) days after the occurrence thereof.
23. **Governing Law.** This easement agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.

24. **No Merger.** PR Gallery I agrees that there shall be no merger of PR Gallery I's interest and PRA's interest in the Public Access Easement by reason of the fact that the same entity may acquire or own or hold, directly or indirectly, both PRA's interest and PR Gallery I's interest in and to the Public Access Area.
25. **Grant of Easement Rights to PAID.** Notwithstanding anything herein to the contrary, PR Gallery I acknowledges and agrees that PRA may grant or assign unto PAID, a non-exclusive interest in the Integrated Access Easement for purposes of facilitating improvements to, and maintenance of, the Integrated Access Easement.
26. **Definitions.**
- 26.1 "**Access Entryways**" means the (i) PATCO Access Area; (ii) access gates or doorways to 9th Street to which the Public Access Area connects; (iii) the gates or doorways to Market Street to which the Public Access Area connects; and (iv) the exit to and from the SEPTA Market-Frankford line located at 801 Market Street.
- 26.2 "**Affiliate**" means any entity which, directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with PRA or PR Gallery I (or, in the case of a PR Gallery I Affiliate, PREIT or The Macerich Company). For purposes of this definition, "control" shall mean the power to (a) vote fifty-one percent (51%) or more of the interests having ordinary voting power for the election of directors of any entity, or (b) direct or cause the direction of the management and policies of such entity, whether by contract or otherwise.
- 26.3 "**Alteration**" means any installation, alteration, modification, subtraction, or addition of, in or to the Public Access Area, or the removal or replacement of any of the foregoing.
- 26.4 "**Certificate of Completion**" means the Certificate of Completion to be issued by PRA pursuant to the provisions of the Lease.
- 26.5 "**Commuter Rail Tunnel**" means the railroad tunnel located, in part, under the Gallery Mall and access thereto.
- 26.6 "**Default Interest Rate**" means a rate per annum equal to the Prime Rate of Interest posted in the print edition of the Wall Street Journal (or such other comparable rate selected by PRA in the event of the unavailability thereof) from time-to-time plus two percent (2%).
- 26.7 "**Environmental Laws**" means all Federal, state and local laws, statutes, ordinances, codes, rules, regulations and other requirements respecting the environment, including but not limited to those respecting: (a) the generation, use, handling, processing, storage, treatment, transportation, or disposal of any solid or hazardous wastes, or any hazardous or toxic substances or materials; (b) pollution or contamination of land, improvements, air (including indoor air), or water (including groundwater); (c) emissions, spills, releases, or discharges of any

substance onto or into the land, improvements, air (including indoor air), or water (including groundwater), or any sewer or septic system; (d) protection of wetlands; (e) aboveground or underground storage tanks; (f) air quality (including indoor air quality) or water quality (including groundwater quality); and (g) protection of endangered species. Without limiting the generality of the foregoing, the term “Environmental Laws” includes the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C., Sec. 9601, et seq.; the Resource Conservation and Recovery Act, as amended, 42 U.S.C., Sec. 6901, et seq., and the Toxic Substance Control Act of 1976, as amended, 15 U.S.C., Sec. 2601, et seq., the Pennsylvania Hazardous Sites Cleanup Act, 35 P.S. § 6020.101 et seq., the Pennsylvania Solid Waste Management, 35 P.S. § 6018.101 et seq., and the Pennsylvania Clean Streams Law, 35 P.S. 691.1 et seq.

- 26.8 “Environmental Violation” shall mean (a) any direct or indirect discharge, disposal, spillage, emission, escape, pumping, pouring, injection, leaching, release, seepage, filtration or transporting of any Hazardous Substance at, upon, under, onto or within the Public Access Area, or from the Public Access Area to the environment, in violation of any Environmental Law or in excess of any reportable quantity established under any Environmental Law or which could result in any liability to any Governmental Authority or any other person for the costs of any removal or remedial action or natural resources damage or for bodily injury or property damage, (b) any deposit, storage, dumping, placement or use of any Hazardous Substance at, upon, under or within the Public Access Area or which extends to any adjoining property in violation of any Environmental Law or in excess of any reportable quantity established under any Environmental Law or which could result in any liability to any Governmental Authority or any other person for the costs of any removal or remedial action or natural resources damage or for bodily injury or property damage, (c) the abandonment or discarding of any barrels, containers or other receptacles containing any Hazardous Substances in violation of any Environmental Laws, or (d) any violation of or noncompliance with any Environmental Law.
- 26.9 “Gallery Leases” means collectively the Lease, the Amended and Restated Lease and Redevelopment Agreement between PRA and PR Gallery I Limited Partnership dated [REDACTED] and the Amended and Restated Lease and Redevelopment Agreements between PRA and Keystone Philadelphia Properties, L.P. pursuant to which the Gallery Mall is leased from PRA.
- 26.10 “Gallery Mall” means collectively, the area leased from PRA pursuant to the Gallery Leases.
- 26.11 “Guaranty” means the Guaranty by PREIT and The Macerich Company in favor of PRA.

- 26.12 “Lease” means that certain Amended and Restated Lease Agreement between PRA and PR Gallery I dated [] with respect to a portion of the Gallery Mall, as more fully described herein.
- 26.13 “PAID” means Philadelphia Authority for Industrial Development.
- 26.14 “PATCO” means Port Authority Transit Corporation.
- 26.15 “PREIT” means Pennsylvania Real Estate Investment Trust and its successors and assigns.
- 26.16 “PREIT Parties” means collectively, PREIT Rubin, Inc., 907 LP, 801 4-6 Fee Owner, L.P., 801 C-3 Fee Owner, L.P., Keystone Philadelphia Properties, LP.
- 26.17 “Public Access Area” means the area shown on Schedule B including the PATCO Exit, and including, without limitation, the entranceways, stairwells, escalators, and elevators shown on Schedule B.
- 26.18 “Public Parties” means collectively, the City, PAID and Landlord.
- 26.19 “SEPTA” means the Southeastern Pennsylvania Transit Authority and its successors and assigns.
- 26.20 “SEPTA Structures” means the buildings, rail tracks and tunnels, and other structures and improvements, wherever located, and owned or operated by SEPTA as of the date hereof or hereafter constructed.
- 26.21 “Transit Facilities” are SEPTA’s regional rail station (now known as Jefferson Station), 8th Street Subway Station, the 11th Street Subway Station, the PATCO Access Area. The facilities of PATCO located under 8th Street do not directly abut the Public Access Area; however, the terminus of the Public Access Area at 8th Street includes a doorway leading to and from such facilities (the “PATCO Access Area”).
- 26.22 “Truck Tunnel” means the underground truck access tunnel generally located under the Gallery Mall, with street access from Arch Street.

SCHEDULE A

INTEGRATED ACCESS EASEMENT

MALL LEVEL

All that certain parcel of ground situate in the City of Philadelphia, Commonwealth of Pennsylvania, being more particularly bounded and described as follows;

Beginning at a point on the westerly right-of-way line of 8th Street, (50 feet wide), said point being located at the intersection of the westerly right-of-way line of 8th Street (50 feet wide) and the northerly right-of-way line of Market Street (100 feet wide) and extending thence;

1. Extending through the Mall Level of The Gallery, North 78°59'00" West, a distance of 86.554 feet; thence,
2. South 11°01'00" West, a distance of 9.361 feet; thence,
3. North 78°59'00" West, a distance of 15.000 feet; thence,
4. North 11°01'00" East, a distance of 9.361 feet; thence,
5. North 78°59'00" West, a distance of 84.930 feet; thence,
6. South 11°01'00" West, a distance of 9.452 feet; thence,
7. North 78°59'00" West, a distance of 15.000 feet; thence,
8. North 11°01'00" East, a distance of 9.452 feet; thence,
9. North 78°59'00" West, a distance of 129.917 feet; thence,
10. North 11°01'00" East, a distance of 87.785 feet; thence,
11. North 78°59'00" West, a distance of 10.604 feet; thence,
12. North 11°01'00" East, a distance of 5.186 feet; thence,
13. North 33°59'00" West, a distance of 28.283 feet; thence,
14. North 78°59'00" West, a distance of 153.892 feet; thence,
15. North 11°01'00" East, a distance of 15.584 feet; thence,
16. North 78°59'00" West, a distance of 322.320 feet; thence,
17. South 11°01'00" West, a distance of 5.249 feet; thence,
18. North 78°59'00" West, a distance of 269.815 feet; thence,
19. North 33°52'17" West, a distance of 22.573 feet; thence,
20. North 78°59'00" West, a distance of 186.200 feet; thence,
21. South 56°01'00" West, a distance of 24.940 feet; thence,
22. North 78°59'00" West, a distance of 12.201 feet to a point on the westerly right-of-way line of 11th Street (55.781 feet wide); thence,
23. Along said line of 11th Street, North 11°01'00" East, a distance of 40.742 feet; thence,
24. Leaving said line and extending, South 78°59'00" East, a distance of 75.829 feet; thence,
25. North 11°01'00" East, a distance of 9.774 feet; thence,
26. South 78°59'00" East, a distance of 134.725 feet; thence,
27. North 11°01'00" East, a distance of 23.120 feet; thence,
28. South 78°59'00" East, a distance of 53.994 feet; thence,
29. South 10°49'38" West, a distance of 7.353 feet; thence,
30. South 37°18'19" East, a distance of 12.981 feet; thence,
31. South 78°59'00" East, a distance of 227.514 feet; thence,

32. South 11°01'00" West, a distance of 6.396 feet; thence,
33. South 78°59'00" East, a distance of 449.115 feet; thence,
34. North 11°01'00" East, a distance of 5.108 feet; thence,
35. South 78°59'00" East, a distance of 93.137 feet; thence,
36. South 11°21'00" West, a distance of 148.279 feet; thence,
37. South 78°59'00" East, a distance of 297.000 feet to a point on the aforementioned westerly right-of-way line of 8th Street; thence,
38. Along said line of 8th Street, South 11°21'00" West, a distance of 29.750 feet to the first mentioned point and place of beginning.

Containing 1.492 acres, more or less.

The above described area beginning at the top of the structural slab of the Mall Level, and extending upwards to the top of the structural slab of the Street Level.

**STREET LEVEL
801 MARKET SECTION**

All that certain parcel of ground situate in the City of Philadelphia, Commonwealth of Pennsylvania, being more particularly bounded and described as follows;

Beginning at a point located North 78°59'00" West, a distance of 113.787 feet from the intersection of the westerly right-of-way line of 8th Street (55.781 feet wide) and the northerly right-of-way line of Market Street (100 feet wide) and extending thence;

1. Along said northerly line of Market Street, North 78°59'00" West, a distance of 15.000 feet; thence,
2. Leaving said line and extending, North 11°01'00" East, a distance of 2.661 feet; thence,
3. North 78°59'00" West, a distance of 32.500 feet; thence,
4. North 11°01'00" East, a distance of 15.000 feet; thence,
5. South 78°59'00" East, a distance of 80.000 feet; thence,
6. South 11°01'00" West, a distance of 15.000 feet; thence,
7. North 78°59'00" West, a distance of 32.500 feet; thence,
8. South 11°01'00" West, a distance of 2.661 feet to the first mentioned point and place of beginning.

Containing 0.028 acres, more or less.

The above described area beginning at the top of the structural slab of the Street Level, and extending upwards to the bottom of the structural slab of the Second Level.

**STREET LEVEL
GALLERY I EAST SECTION**

All that certain parcel of ground situate in the City of Philadelphia, Commonwealth of Pennsylvania, being more particularly bounded and described as follows;

Beginning at a point on the easterly right-of-way line of 9th Street (55.781 feet wide), said point being located North 11°01'00" East, a distance of 128.169 feet from the intersection of the easterly right-of-way line of 9th Street (55.781 feet wide) and the northerly right-of-way line of Market Street (100 feet wide), and extending thence;

1. Along said easterly line of 9th Street, North 11°01'00" East, a distance of 62.000 feet; thence,
2. South 78°59'00" East, a distance of 31.000 feet; thence,
3. South 11°01'00" West, a distance of 62.000 feet; thence,
4. North 78°59'00" West, a distance of 31.000 feet to the to the first mentioned point and place of beginning.

Containing 0.044 acres, more or less.

The above described area beginning at the top of the structural slab of the Street Level, and extending upwards to the bottom of the structural slab of the Second Level.

STREET LEVEL GALLERY I WEST SECTION

All that certain parcel of ground situate in the City of Philadelphia, Commonwealth of Pennsylvania, being more particularly bounded and described as follows;

Beginning at a point on the northerly right-of-way line of Market Street (100 feet wide), said point being located North 78°59'00" West, a distance of 13.803 feet from the intersection of the westerly right-of-way line of 9th Street (55.781 feet wide) and the northerly right-of-way line of Market Street (100 feet wide), and extending thence;

1. Along said northerly line of Market Street, North 78°59'00" West, a distance of 15.567 feet; thence,
2. North 04°29'43" West, a distance of 46.278 feet; thence,
3. North 11°01'00" East, a distance of 10.316 feet; thence,
4. North 78°59'00" West, a distance of 26.153 feet; thence,
5. North 11°01'00" East, a distance of 74.500 feet; thence,
6. North 78°59'00" West, a distance of 13.600 feet; thence,
7. North 11°01'00" East, a distance of 51.008 feet; thence,
8. South 78°59'00" East, a distance of 67.861 feet; thence,
9. South 11°01'00" West, a distance of 16.771 feet; thence,
10. South 78°59'00" East, a distance of 13.638 feet to a point on the westerly right-of-way line of 9th Street; thence,
11. Along said line of 9th Street, South 11°01'00" West, a distance of 80.987 feet; thence,
12. Leaving said line and extending, North 78°59'00" West, a distance of 26.747 feet; thence,
13. South 11°01'00" West, a distance of 36.023 feet; thence,
14. South 04°29'43" East, a distance of 48.398 feet to the first mentioned point and place of beginning.

Containing 0.209 acres, more or less.

The above described area beginning at the top of the structural slab of the Street Level, and extending upwards to the bottom of the structural slab of the Second Level.

**STREET LEVEL
GALLERY II WEST SECTION**

All that certain parcel of ground situate in the City of Philadelphia, Commonwealth of Pennsylvania, being more particularly bounded and described as follows;

Beginning at a point on the westerly right-of-way line of 10th Street, (55.781 feet wide), said point being located North 11°01'00" East, a distance of 130.738 feet from the intersection of said westerly right-of-way line of 10th Street and the northerly right-of-way line of Market Street (100 feet wide) and extending thence;

1. Leaving said line and extending North 78°59'00" West, a distance of 95.042 feet; thence,
2. North 11°01'00" East, a distance of 49.264 feet; thence,
3. South 78°59'00" East, a distance of 80.534 feet; thence,
4. South 11°01'00" West, a distance of 21.349 feet; thence,
5. South 78°59'00" East, a distance of 14.508 feet to a point on the westerly right-of-way line of 10th Street; thence,
6. Along said line of 10th Street, South 11°01'00" West, a distance of 27.915 feet to the first mentioned point and place of beginning.

Containing 0.100 acres, more or less.

The above described area beginning at the top of the structural slab of the Street Level, and extending upwards to the bottom of the structural slab of the Second Level.



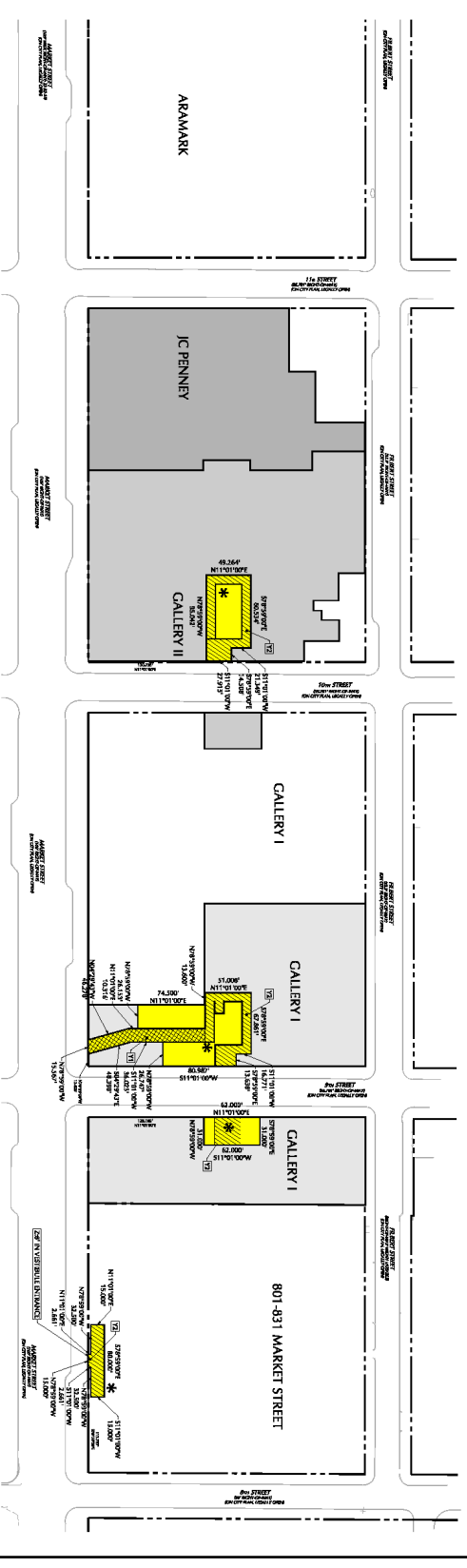
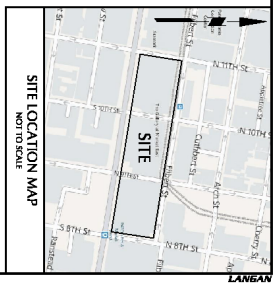
EASEMENT LEGEND

- * ACCESS THROUGH EASEMENT AREA AT OR NEAR THE DESIGNATED LOCATIONS
- PUBLIC ACCESS AREA MAY BE MODIFIED IN ACCORDANCE WITH THE PUBLIC ACCESS EASEMENT
- (T) - MINIMUM 10-FOOT WIDE EASEMENT AREA MAY BE MODIFIED IN ACCORDANCE WITH THE PUBLIC ACCESS EASEMENT
- (T) - MINIMUM 15-FOOT WIDE EASEMENT AREA MAY BE MODIFIED IN ACCORDANCE WITH THE PUBLIC ACCESS EASEMENT

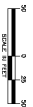
BUILDING LEGEND

- JC PENNEY
- GALLERY II
- GALLERY I

- GENERAL NOTES:**
1. SHOWN ON THIS PLAN ARE THE PROPOSED EASEMENTS AND ARE SUBJECT TO THE CITY OF PHOENIX'S PLANNING AND ZONING DEPARTMENT'S REVIEW AND APPROVAL.
 2. THE CITY OF PHOENIX'S PLANNING AND ZONING DEPARTMENT'S REVIEW AND APPROVAL IS SUBJECT TO THE CITY OF PHOENIX'S PLANNING AND ZONING DEPARTMENT'S REVIEW AND APPROVAL.
 3. THE CITY OF PHOENIX'S PLANNING AND ZONING DEPARTMENT'S REVIEW AND APPROVAL IS SUBJECT TO THE CITY OF PHOENIX'S PLANNING AND ZONING DEPARTMENT'S REVIEW AND APPROVAL.
 4. THE CITY OF PHOENIX'S PLANNING AND ZONING DEPARTMENT'S REVIEW AND APPROVAL IS SUBJECT TO THE CITY OF PHOENIX'S PLANNING AND ZONING DEPARTMENT'S REVIEW AND APPROVAL.



REASONABLE DIRECTIONAL SIGNAGE TO PEDESTRIANS FOR GENERAL ORIENTATION AS WELL AS TO LOCATE SUBTERRANEAN TRANSPORTATION, SURFACE TRANSPORTATION AND PA CONVENTION CENTER TO BE PROVIDED IN ACCORDANCE WITH THE ACCESS EASEMENT AGREEMENT



| | | | | | |
|--|-------------|-----|---|------------|------|
| DATE | DESCRIPTION | NO. | DESIGNED BY | CHECKED BY | DATE |
| | | | | | |
| <p>LANEAN</p> <p>10000 N. CENTRAL AVENUE, SUITE 100, PHOENIX, AZ 85018 TEL: 602.998.8888 FAX: 602.998.8889 WWW.LANEAN.COM</p> | | | <p>THE GALLERY</p> <p>10000 N. CENTRAL AVENUE, SUITE 100, PHOENIX, AZ 85018 TEL: 602.998.8888 FAX: 602.998.8889 WWW.LANEAN.COM</p> | | |
| <p>EASEMENT AREAS (STREET LEVEL)</p> | | | <p>VB-802</p> | | |

SCHEDULE B

PUBLIC ACCESS EASEMENT

**MALL LEVEL
GALLERY I**

All that certain parcel of ground situate in the City of Philadelphia, Commonwealth of Pennsylvania, being more particularly bounded and described as follows;

Beginning at a point on the westerly right-of-way line of 8th Street, (50 feet wide), said point being located at the intersection of the westerly right-of-way line of 8th Street (50 feet wide) and the northerly right-of-way line of Market Street (100 feet wide) and extending thence;

1. Extending through the Mall Level of The Gallery, North 78°59'00" West, a distance of 86.554 feet; thence,
2. South 11°01'00" West, a distance of 9.361 feet; thence,
3. North 78°59'00" West, a distance of 15.000 feet; thence,
4. North 11°01'00" East, a distance of 9.361 feet; thence,
5. North 78°59'00" West, a distance of 84.930 feet; thence,
6. South 11°01'00" West, a distance of 9.452 feet; thence,
7. North 78°59'00" West, a distance of 15.000 feet; thence
8. North 11°01'00" East, a distance of 9.452 feet; thence,
9. North 78°59'00" West, a distance of 129.917 feet; thence,
10. North 11°01'00" East, a distance of 87.785 feet; thence,
11. North 78°59'00" West, a distance of 10.604 feet; thence,
12. North 11°01'00" East, a distance of 5.186 feet; thence,
13. North 33°59'00" West, a distance of 28.283 feet; thence,
14. North 78°59'00" West, a distance of 153.892 feet; thence,
15. North 11°01'00" East, a distance of 15.584 feet; thence,
16. North 78°59'00" West, a distance of 322.320 feet to the easterly right-of-way line of 10th Street (55.781 feet wide); thence,
17. Along said line of 10th Street, North 11°01'00" East, a distance of 44.364 feet; thence,
18. Leaving said line and extending, South 78°59'00" East, a distance of 449.115 feet; thence,
19. North 11°01'00" East, a distance of 5.108 feet; thence,
20. South 78°59'00" East, a distance of 93.137 feet; thence,
21. South 11°21'00" West, a distance of 148.279 feet; thence,
22. South 78°59'00" East, a distance of 297.000 feet; thence,
23. South 11°21'00" West, a distance of 29.750 feet to the first mentioned point and place of beginning.

Containing 0.952 acres, more or less.

The above described area beginning at the top of the structural slab of the Mall Level, and extending upwards to the top of the structural slab of the Street Level.

**STREET LEVEL
GALLERY I EAST SECTION**

Il that certain parcel of ground situate in the City of Philadelphia, Commonwealth of Pennsylvania, being more particularly bounded and described as follows;

Beginning at a point on the easterly right-of-way line of 9th Street (55.781 feet wide), said point being located North 11°01'00" East, a distance of 128.169 feet from the intersection of the easterly right-of-way line of 9th Street (55.781 feet wide) and the northerly right-of-way line of Market Street (100 feet wide), and extending thence;

5. Along said easterly line of 9th Street, North 11°01'00" East, a distance of 62.000 feet; thence,
6. South 78°59'00" East, a distance of 31.000 feet; thence,
7. South 11°01'00" West, a distance of 62.000 feet; thence,
8. North 78°59'00" West, a distance of 31.000 feet to the to the first mentioned point and place of beginning.

Containing 0.044 acres, more or less.

The above described area beginning at the top of the structural slab of the Street Level, and extending upwards to the bottom of the structural slab of the Second Level.

**STREET LEVEL
GALLERY I WEST SECTION**

All that certain parcel of ground situate in the City of Philadelphia, Commonwealth of Pennsylvania, being more particularly bounded and described as follows;

Beginning at a point on the northerly right-of-way line of Market Street (100 feet wide), said point being located North 78°59'00" West, a distance of 13.803 feet from the intersection of the westerly right-of-way line of 9th Street (55.781 feet wide) and the northerly right-of-way line of Market Street (100 feet wide), and extending thence;

15. Along said northerly line of Market Street, North 78°59'00" West, a distance of 15.567 feet; thence,
16. North 04°29'43" West, a distance of 46.278 feet; thence,
17. North 11°01'00" East, a distance of 10.316 feet; thence,
18. North 78°59'00" West, a distance of 26.153 feet; thence,
19. North 11°01'00" East, a distance of 74.500 feet; thence,
20. North 78°59'00" West, a distance of 13.600 feet; thence,
21. North 11°01'00" East, a distance of 51.008 feet; thence,
22. South 78°59'00" East, a distance of 67.861 feet; thence,

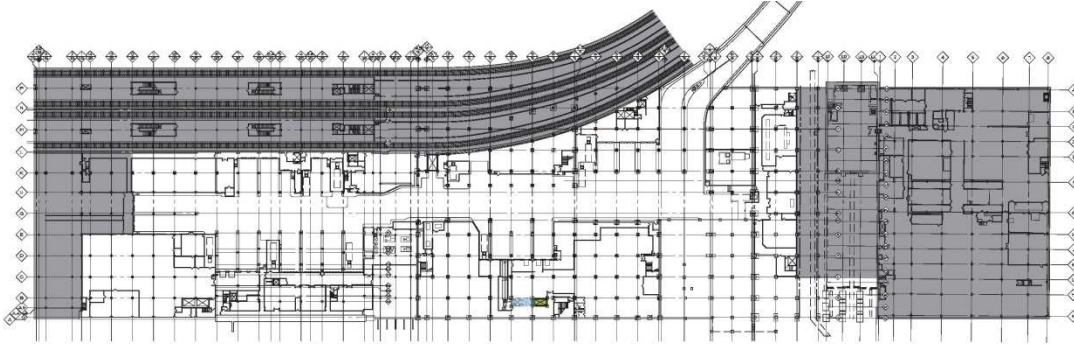
23. South 11°01'00" West, a distance of 16.771 feet; thence,
24. South 78°59'00" East, a distance of 13.638 feet to a point on the westerly right-of-way line of 9th Street; thence,
25. Along said line of 9th Street, South 11°01'00" West, a distance of 80.987 feet; thence,
26. Leaving said line and extending, North 78°59'00" West, a distance of 26.747 feet; thence,
27. South 11°01'00" West, a distance of 36.023 feet; thence,
28. South 04°29'43" East, a distance of 48.398 feet to the first mentioned point and place of beginning.

Containing 0.209 acres, more or less.

The above described area beginning at the top of the structural slab of the Street Level, and extending upwards to the bottom of the structural slab of the Second Level.

EXHIBIT 3.2

APPROVED PUBLIC ACCESS AREA PLANS



A change from the following guidelines will require approval by the LL.

FINISHES

The Landlord approves the following exterior finishes for the exterior wall:

- Glass
- Metal panel
- Stone
- Brick
- Terra cotta

[Along Market Street, the improved area is noted on Sheet 6 of this schedule. A minimum of 50% of this area will be included in the project.] TBD BASED ON FINAL SIZE OF PROJECT

INTERCONNECTION

LL and T desire to maximize the interconnection between the interior and exterior of the Project through transparency and entry points.

ACCESS POINTS

To achieve these goals, T will be obligated to the following entry points into either the mall or directly into a leased space.

- Market Street – a minimum of two per block for the 800 and 1000 block either into the mall or directly into leased space
- Market Street – a minimum of one into the mall and one into the leased space for the 900 block
- Filbert Street – a minimum of one per block for the 800 and 900 blocks into the mall or leased space. No entrances will be required on the 1000 block.
- 9th Street between Market and Filbert – one entry point into the mall will be required on each side of the street.
- 10th Street between Market and Filbert – one entry point into the mall will be required on each side of the street.

TRANSPARENCY

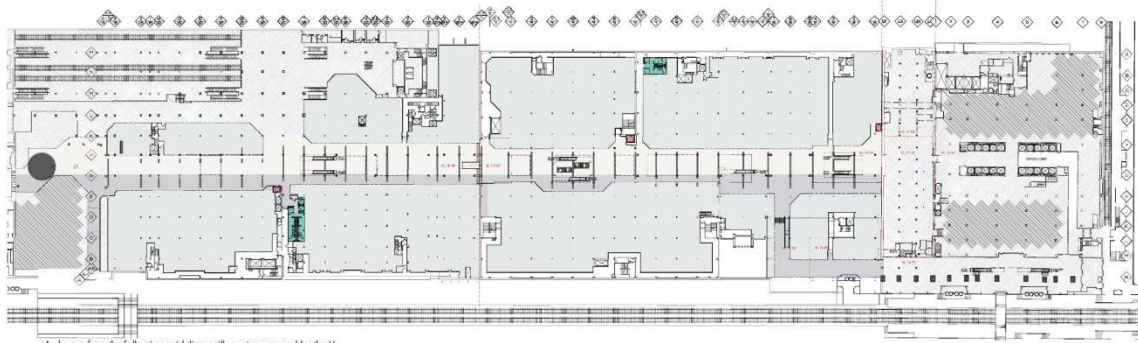
Along Market Street, the glass area is noted on Sheet 6 of this schedule. A minimum of 50% of this glass area will allow visibility into the store space beyond.

Along Filbert Street and 9th and 10th Streets between Market Street and Filbert Street, a minimum of 50% of the area noted as glass on Sheet 6 of this schedule will allow visibility into the store space beyond.

EASEMENT AND ACCESS AREA

T agrees to operate the Property as a First Class Mixed Use Retail Center. LL desires to ensure the volumetric connections in the areas depicted on Exhibit 5.2.1 of the lease and protect the easement area by requiring T to provide:

- A durable architectural floor material
- Adequate lighting both natural and artificial
- Appropriate directional signage to public transit



A change from the following guidelines will require approval by the LL.

FINISHES

The Landlord approves the following exterior finishes for the exterior wall:

- Glass
- Metal panel
- Stone
- Brick
- Terra cotta

[Along Market Street, the improved area is noted on Sheet 6 of this schedule. A minimum of 50% of this area will be included in the project.] TBD BASED ON FINAL SIZE OF PROJECT

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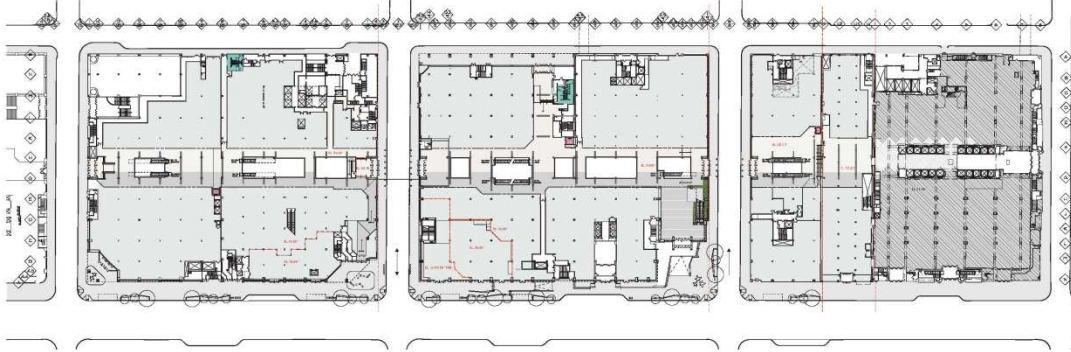
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- Adequate lighting both natural and artificial
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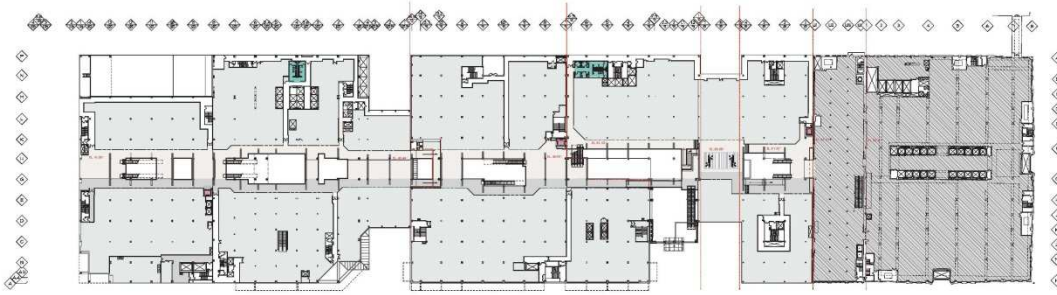
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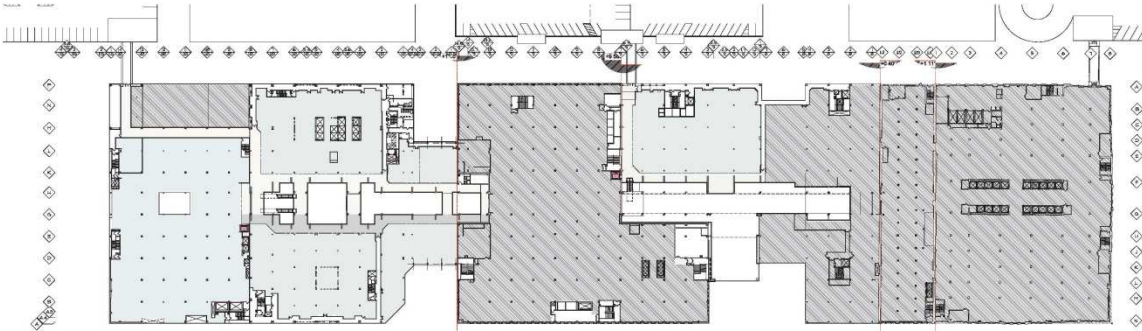
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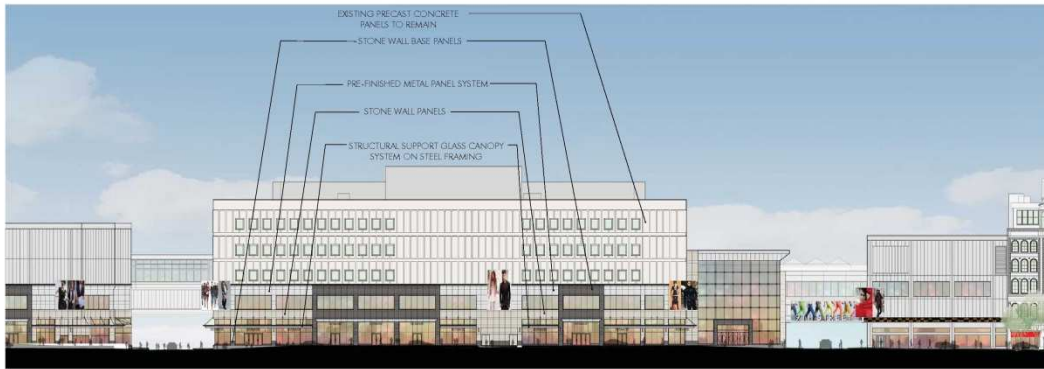
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- Appropriate directional signage to public transit



MARKET STREET ELEVATION

A change from the following guidelines will require approval by the LL.

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- Metal panel
- Stone
- Brick
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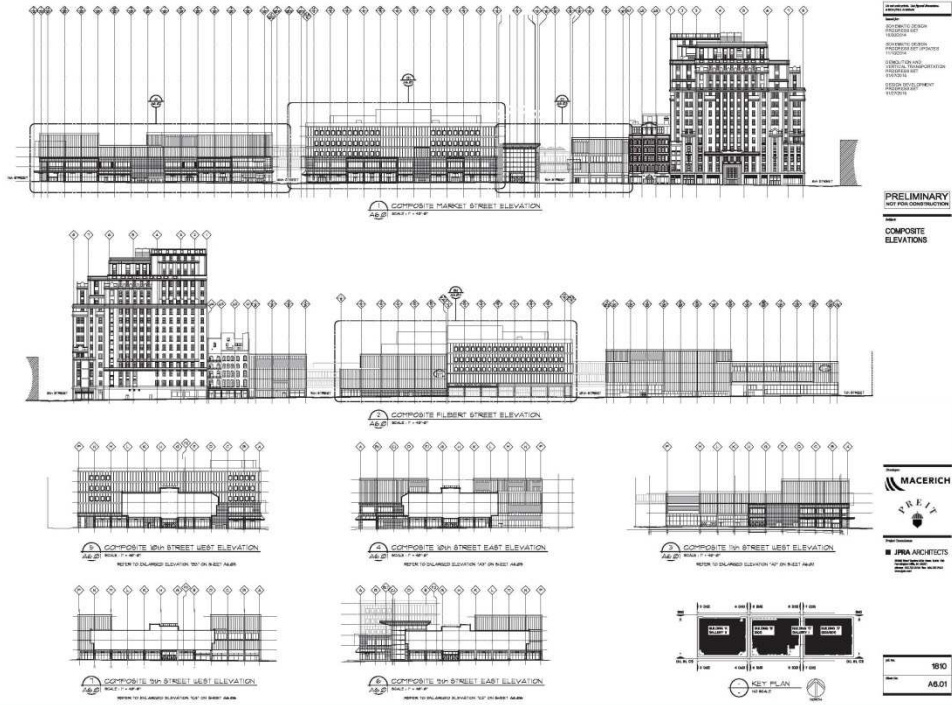
- A durable architectural floor material
- Adequate lighting both natural and artificial
- Appropriate directional signage to public transit



KEY PLAN



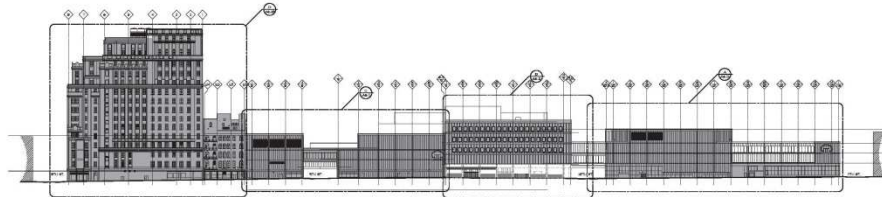




PROJECT NO. 15-001
 PROJECT NAME: THE GALLERY
 PROJECT ADDRESS: 150 WEST 57TH STREET
 PROJECT CITY: NEW YORK, NY
 PROJECT STATE: NY
 PROJECT ZIP: 10019
 PROJECT DATE: 04/08/2015

PRELIMINARY
 NOT FOR CONSTRUCTION

COMPOSITE
FILBERT STREET
ELEVATION



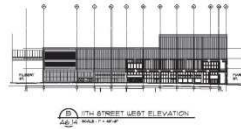
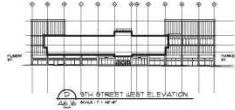
COMPOSITE FILBERT STREET ELEVATION



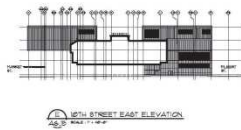
KEY PLAN

| | |
|-------|----------|
| DATE | 08/10 |
| SCALE | AS SHOWN |

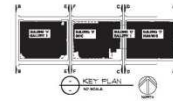
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 2. ALL DIMENSIONS UNLESS OTHERWISE NOTED
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 7. ALL DIMENSIONS UNLESS OTHERWISE NOTED
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 9. ALL DIMENSIONS UNLESS OTHERWISE NOTED
 10. ALL DIMENSIONS UNLESS OTHERWISE NOTED



PRELIMINARY
 NOT FOR CONSTRUCTION
COMPOSITE EAST/WEST ELEVATIONS



MACERICH
 PRESTIGE
JPA ARCHITECTS
 ARCHITECTS
 1000 WEST 10TH AVENUE, SUITE 1000
 DENVER, COLORADO 80202

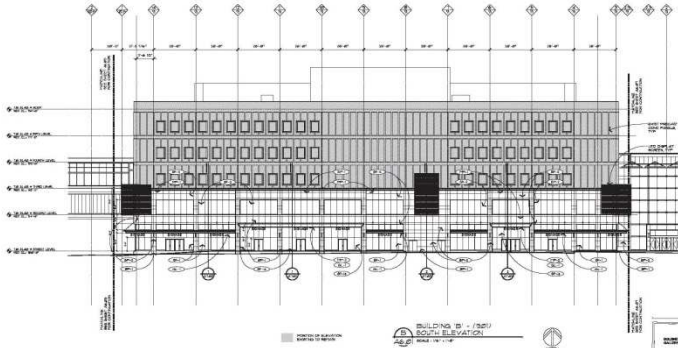


18'0"
 A6.03

1. ALL MATERIALS TO BE USED SHALL BE APPROVED BY THE ARCHITECT AND THE CITY OF CHICAGO. MATERIALS SHALL BE SUBMITTED TO THE ARCHITECT AND THE CITY OF CHICAGO FOR APPROVAL.

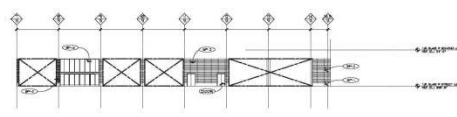
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|--------------------------------------|--------------------------------------|
| 1. EXTERIOR WALLS - CONCRETE | 2. EXTERIOR WALLS - BRICK |
| 3. EXTERIOR WALLS - STONE | 4. EXTERIOR WALLS - METAL |
| 5. EXTERIOR WALLS - GLASS | 6. EXTERIOR WALLS - TERRAZZO |
| 7. EXTERIOR WALLS - CERAMIC TILE | 8. EXTERIOR WALLS - POLYMER CONCRETE |
| 9. EXTERIOR WALLS - COMPOSITE PANELS | 10. EXTERIOR WALLS - OTHER |

PRELIMINARY
 PARTIAL MARKET STREET ELEVATION
 Building B 003

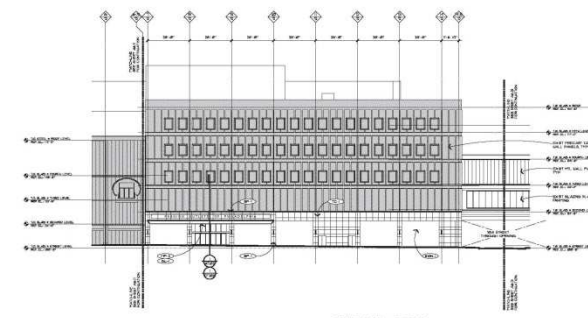


| | |
|------|-------|
| DATE | 8/10 |
| NO. | AB.06 |

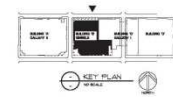
| EXTERIOR MATERIAL LIST | |
|------------------------|--|
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| CE-02 | EXTERIOR WALLS - BRICK |
| CE-03 | EXTERIOR WALLS - STONE |
| CE-04 | EXTERIOR WALLS - METAL PANELS |
| CE-05 | EXTERIOR WALLS - GLASS |
| CE-06 | EXTERIOR WALLS - TERRAZZO |
| CE-07 | EXTERIOR WALLS - CERAMIC TILE |
| CE-08 | EXTERIOR WALLS - POLYMER CONCRETE |
| CE-09 | EXTERIOR WALLS - COMPOSITE PANELS |
| CE-10 | EXTERIOR WALLS - CLAY BRICK |
| CE-11 | EXTERIOR WALLS - NATURAL STONE |
| CE-12 | EXTERIOR WALLS - METAL CLADDING |
| CE-13 | EXTERIOR WALLS - GLASS CURTAIN WALL |
| CE-14 | EXTERIOR WALLS - CONCRETE BLOCK |
| CE-15 | EXTERIOR WALLS - BRICK WITH GLASS |
| CE-16 | EXTERIOR WALLS - STONE WITH GLASS |
| CE-17 | EXTERIOR WALLS - METAL WITH GLASS |
| CE-18 | EXTERIOR WALLS - TERRAZZO WITH GLASS |
| CE-19 | EXTERIOR WALLS - CERAMIC TILE WITH GLASS |
| CE-20 | EXTERIOR WALLS - POLYMER CONCRETE WITH GLASS |
| CE-21 | EXTERIOR WALLS - COMPOSITE PANELS WITH GLASS |
| CE-22 | EXTERIOR WALLS - CLAY BRICK WITH GLASS |
| CE-23 | EXTERIOR WALLS - NATURAL STONE WITH GLASS |
| CE-24 | EXTERIOR WALLS - METAL CLADDING WITH GLASS |
| CE-25 | EXTERIOR WALLS - GLASS CURTAIN WALL WITH GLASS |
| CE-26 | EXTERIOR WALLS - CONCRETE BLOCK WITH GLASS |
| CE-27 | EXTERIOR WALLS - BRICK WITH GLASS |
| CE-28 | EXTERIOR WALLS - STONE WITH GLASS |
| CE-29 | EXTERIOR WALLS - METAL WITH GLASS |
| CE-30 | EXTERIOR WALLS - TERRAZZO WITH GLASS |
| CE-31 | EXTERIOR WALLS - CERAMIC TILE WITH GLASS |
| CE-32 | EXTERIOR WALLS - POLYMER CONCRETE WITH GLASS |
| CE-33 | EXTERIOR WALLS - COMPOSITE PANELS WITH GLASS |
| CE-34 | EXTERIOR WALLS - CLAY BRICK WITH GLASS |
| CE-35 | EXTERIOR WALLS - NATURAL STONE WITH GLASS |
| CE-36 | EXTERIOR WALLS - METAL CLADDING WITH GLASS |
| CE-37 | EXTERIOR WALLS - GLASS CURTAIN WALL WITH GLASS |
| CE-38 | EXTERIOR WALLS - CONCRETE BLOCK WITH GLASS |
| CE-39 | EXTERIOR WALLS - BRICK WITH GLASS |
| CE-40 | EXTERIOR WALLS - STONE WITH GLASS |
| CE-41 | EXTERIOR WALLS - METAL WITH GLASS |
| CE-42 | EXTERIOR WALLS - TERRAZZO WITH GLASS |
| CE-43 | EXTERIOR WALLS - CERAMIC TILE WITH GLASS |
| CE-44 | EXTERIOR WALLS - POLYMER CONCRETE WITH GLASS |
| CE-45 | EXTERIOR WALLS - COMPOSITE PANELS WITH GLASS |
| CE-46 | EXTERIOR WALLS - CLAY BRICK WITH GLASS |
| CE-47 | EXTERIOR WALLS - NATURAL STONE WITH GLASS |
| CE-48 | EXTERIOR WALLS - METAL CLADDING WITH GLASS |
| CE-49 | EXTERIOR WALLS - GLASS CURTAIN WALL WITH GLASS |
| CE-50 | EXTERIOR WALLS - CONCRETE BLOCK WITH GLASS |



BUILDING B - GIMBELS
BLIND STREET ELEVATION AT ENTRY
A&P 04/08/15



BUILDING B - GIMBELS
BLIND STREET ELEVATION
A&P 04/08/15



KEY PLAN
OF SITE

REVISIONS

| | | |
|-----|----------|--------------------|
| NO. | DATE | DESCRIPTION |
| 1 | 04/08/15 | ISSUED FOR PERMITS |
| 2 | 04/08/15 | ISSUED FOR PERMITS |
| 3 | 04/08/15 | ISSUED FOR PERMITS |
| 4 | 04/08/15 | ISSUED FOR PERMITS |
| 5 | 04/08/15 | ISSUED FOR PERMITS |
| 6 | 04/08/15 | ISSUED FOR PERMITS |
| 7 | 04/08/15 | ISSUED FOR PERMITS |
| 8 | 04/08/15 | ISSUED FOR PERMITS |
| 9 | 04/08/15 | ISSUED FOR PERMITS |
| 10 | 04/08/15 | ISSUED FOR PERMITS |

PRELIMINARY
NOT FOR CONSTRUCTION

PARTIAL
BLIND STREET
ELEVATION
Building B 003

MACERICH

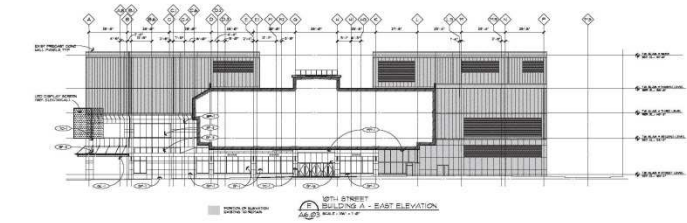
JPRA ARCHITECTS

1000 BROADWAY, SUITE 1000
NEW YORK, NY 10018
TEL: 212 693 6000
WWW.MACERICH.COM

NO. 1010
DATE 04/08/15

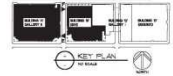
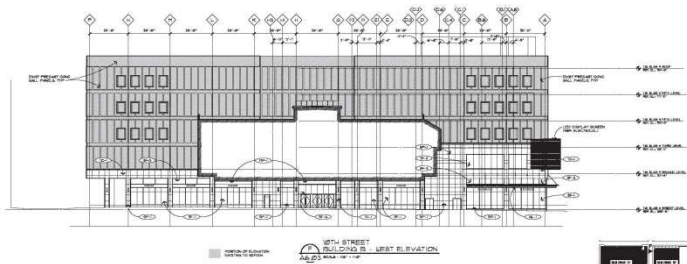
| EXTERIOR MATERIAL LIST | |
|------------------------|---------------------------------|
| CE-01 | CONCRETE |
| CE-02 | BRICK |
| CE-03 | GLAZED ALUMINUM CURTAIN WALL |
| CE-04 | GLAZED ALUMINUM WINDOW |
| CE-05 | GLAZED ALUMINUM DOOR |
| CE-06 | GLAZED ALUMINUM PARTITION |
| CE-07 | GLAZED ALUMINUM RAILING |
| CE-08 | GLAZED ALUMINUM BALCONY RAILING |
| CE-09 | GLAZED ALUMINUM SIGNAGE |
| CE-10 | GLAZED ALUMINUM LIGHT FIXTURE |
| CE-11 | GLAZED ALUMINUM VENT |
| CE-12 | GLAZED ALUMINUM ROOF |
| CE-13 | GLAZED ALUMINUM FLOOR |
| CE-14 | GLAZED ALUMINUM WALL |
| CE-15 | GLAZED ALUMINUM CEILING |
| CE-16 | GLAZED ALUMINUM STAIR |
| CE-17 | GLAZED ALUMINUM ELEVATOR |
| CE-18 | GLAZED ALUMINUM MECHANICAL |
| CE-19 | GLAZED ALUMINUM ELECTRICAL |
| CE-20 | GLAZED ALUMINUM TELEPHONE |
| CE-21 | GLAZED ALUMINUM DATA |
| CE-22 | GLAZED ALUMINUM SECURITY |
| CE-23 | GLAZED ALUMINUM ACCESS |
| CE-24 | GLAZED ALUMINUM EGRESS |
| CE-25 | GLAZED ALUMINUM EXIT |
| CE-26 | GLAZED ALUMINUM SIGN |
| CE-27 | GLAZED ALUMINUM LIGHT |
| CE-28 | GLAZED ALUMINUM VENT |
| CE-29 | GLAZED ALUMINUM ROOF |
| CE-30 | GLAZED ALUMINUM FLOOR |
| CE-31 | GLAZED ALUMINUM WALL |
| CE-32 | GLAZED ALUMINUM CEILING |
| CE-33 | GLAZED ALUMINUM STAIR |
| CE-34 | GLAZED ALUMINUM ELEVATOR |
| CE-35 | GLAZED ALUMINUM MECHANICAL |
| CE-36 | GLAZED ALUMINUM ELECTRICAL |
| CE-37 | GLAZED ALUMINUM TELEPHONE |
| CE-38 | GLAZED ALUMINUM DATA |
| CE-39 | GLAZED ALUMINUM SECURITY |
| CE-40 | GLAZED ALUMINUM ACCESS |
| CE-41 | GLAZED ALUMINUM EGRESS |
| CE-42 | GLAZED ALUMINUM EXIT |
| CE-43 | GLAZED ALUMINUM SIGN |
| CE-44 | GLAZED ALUMINUM LIGHT |
| CE-45 | GLAZED ALUMINUM VENT |
| CE-46 | GLAZED ALUMINUM ROOF |
| CE-47 | GLAZED ALUMINUM FLOOR |
| CE-48 | GLAZED ALUMINUM WALL |
| CE-49 | GLAZED ALUMINUM CEILING |
| CE-50 | GLAZED ALUMINUM STAIR |
| CE-51 | GLAZED ALUMINUM ELEVATOR |
| CE-52 | GLAZED ALUMINUM MECHANICAL |
| CE-53 | GLAZED ALUMINUM ELECTRICAL |
| CE-54 | GLAZED ALUMINUM TELEPHONE |
| CE-55 | GLAZED ALUMINUM DATA |
| CE-56 | GLAZED ALUMINUM SECURITY |
| CE-57 | GLAZED ALUMINUM ACCESS |
| CE-58 | GLAZED ALUMINUM EGRESS |
| CE-59 | GLAZED ALUMINUM EXIT |
| CE-60 | GLAZED ALUMINUM SIGN |
| CE-61 | GLAZED ALUMINUM LIGHT |
| CE-62 | GLAZED ALUMINUM VENT |
| CE-63 | GLAZED ALUMINUM ROOF |
| CE-64 | GLAZED ALUMINUM FLOOR |
| CE-65 | GLAZED ALUMINUM WALL |
| CE-66 | GLAZED ALUMINUM CEILING |
| CE-67 | GLAZED ALUMINUM STAIR |
| CE-68 | GLAZED ALUMINUM ELEVATOR |
| CE-69 | GLAZED ALUMINUM MECHANICAL |
| CE-70 | GLAZED ALUMINUM ELECTRICAL |
| CE-71 | GLAZED ALUMINUM TELEPHONE |
| CE-72 | GLAZED ALUMINUM DATA |
| CE-73 | GLAZED ALUMINUM SECURITY |
| CE-74 | GLAZED ALUMINUM ACCESS |
| CE-75 | GLAZED ALUMINUM EGRESS |
| CE-76 | GLAZED ALUMINUM EXIT |
| CE-77 | GLAZED ALUMINUM SIGN |
| CE-78 | GLAZED ALUMINUM LIGHT |
| CE-79 | GLAZED ALUMINUM VENT |
| CE-80 | GLAZED ALUMINUM ROOF |
| CE-81 | GLAZED ALUMINUM FLOOR |
| CE-82 | GLAZED ALUMINUM WALL |
| CE-83 | GLAZED ALUMINUM CEILING |
| CE-84 | GLAZED ALUMINUM STAIR |
| CE-85 | GLAZED ALUMINUM ELEVATOR |
| CE-86 | GLAZED ALUMINUM MECHANICAL |
| CE-87 | GLAZED ALUMINUM ELECTRICAL |
| CE-88 | GLAZED ALUMINUM TELEPHONE |
| CE-89 | GLAZED ALUMINUM DATA |
| CE-90 | GLAZED ALUMINUM SECURITY |
| CE-91 | GLAZED ALUMINUM ACCESS |
| CE-92 | GLAZED ALUMINUM EGRESS |
| CE-93 | GLAZED ALUMINUM EXIT |
| CE-94 | GLAZED ALUMINUM SIGN |
| CE-95 | GLAZED ALUMINUM LIGHT |
| CE-96 | GLAZED ALUMINUM VENT |
| CE-97 | GLAZED ALUMINUM ROOF |
| CE-98 | GLAZED ALUMINUM FLOOR |
| CE-99 | GLAZED ALUMINUM WALL |
| CE-100 | GLAZED ALUMINUM CEILING |

| REVISIONS | | |
|-----------|----------|-------------------|
| NO. | DATE | DESCRIPTION |
| 1 | 04/08/15 | ISSUED FOR PERMIT |
| 2 | 04/08/15 | ISSUED FOR PERMIT |
| 3 | 04/08/15 | ISSUED FOR PERMIT |
| 4 | 04/08/15 | ISSUED FOR PERMIT |
| 5 | 04/08/15 | ISSUED FOR PERMIT |
| 6 | 04/08/15 | ISSUED FOR PERMIT |
| 7 | 04/08/15 | ISSUED FOR PERMIT |
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| 9 | 04/08/15 | ISSUED FOR PERMIT |
| 10 | 04/08/15 | ISSUED FOR PERMIT |



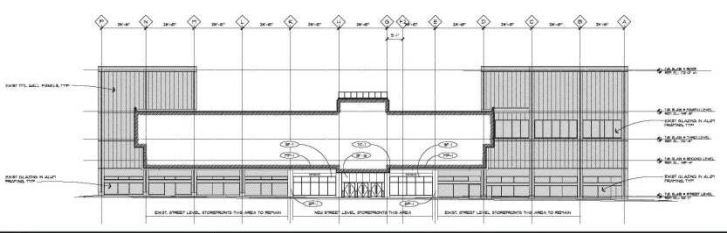
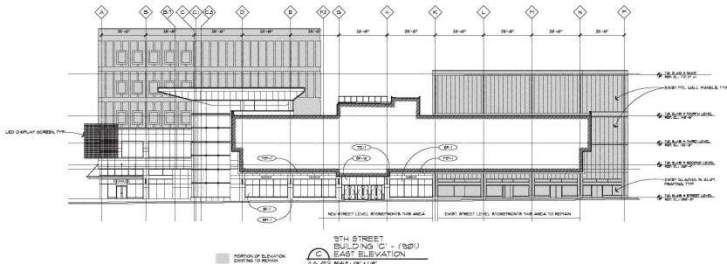
PRELIMINARY
NOT FOR CONSTRUCTION

**10TH STREET
WEST ELEVATION
BUILDING B (G03) &
EAST ELEVATION
BUILDING A (Gallery D)**



| KEY PLAN | |
|----------|----------|
| NO. | DATE |
| 1 | 04/08/15 |
| 2 | 04/08/15 |

| EXTENSION MATERIAL LIST | | | |
|-------------------------|-----------------------------------|---|-----------------------------|
| ① | STAINLESS STEEL PANELS (VERTICAL) | ② | ALUMINUM PANELS IN ALUMINUM |
| ② | ALUMINUM PANELS (HORIZONTAL) | ③ | ALUMINUM PANELS IN ALUMINUM |
| ③ | ALUMINUM PANELS (VERTICAL) | ④ | ALUMINUM PANELS IN ALUMINUM |
| ④ | ALUMINUM PANELS (HORIZONTAL) | ⑤ | ALUMINUM PANELS IN ALUMINUM |
| ⑤ | ALUMINUM PANELS (VERTICAL) | ⑥ | ALUMINUM PANELS IN ALUMINUM |
| ⑥ | ALUMINUM PANELS (HORIZONTAL) | ⑦ | ALUMINUM PANELS IN ALUMINUM |
| ⑦ | ALUMINUM PANELS (VERTICAL) | ⑧ | ALUMINUM PANELS IN ALUMINUM |
| ⑧ | ALUMINUM PANELS (HORIZONTAL) | ⑨ | ALUMINUM PANELS IN ALUMINUM |
| ⑨ | ALUMINUM PANELS (VERTICAL) | ⑩ | ALUMINUM PANELS IN ALUMINUM |
| ⑩ | ALUMINUM PANELS (HORIZONTAL) | ⑪ | ALUMINUM PANELS IN ALUMINUM |
| ⑪ | ALUMINUM PANELS (VERTICAL) | ⑫ | ALUMINUM PANELS IN ALUMINUM |
| ⑫ | ALUMINUM PANELS (HORIZONTAL) | ⑬ | ALUMINUM PANELS IN ALUMINUM |
| ⑬ | ALUMINUM PANELS (VERTICAL) | ⑭ | ALUMINUM PANELS IN ALUMINUM |
| ⑭ | ALUMINUM PANELS (HORIZONTAL) | ⑮ | ALUMINUM PANELS IN ALUMINUM |
| ⑮ | ALUMINUM PANELS (VERTICAL) | ⑯ | ALUMINUM PANELS IN ALUMINUM |
| ⑯ | ALUMINUM PANELS (HORIZONTAL) | ⑰ | ALUMINUM PANELS IN ALUMINUM |
| ⑰ | ALUMINUM PANELS (VERTICAL) | ⑱ | ALUMINUM PANELS IN ALUMINUM |
| ⑱ | ALUMINUM PANELS (HORIZONTAL) | ⑲ | ALUMINUM PANELS IN ALUMINUM |
| ⑲ | ALUMINUM PANELS (VERTICAL) | ⑳ | ALUMINUM PANELS IN ALUMINUM |
| ㉑ | ALUMINUM PANELS (HORIZONTAL) | ㉑ | ALUMINUM PANELS IN ALUMINUM |
| ㉒ | ALUMINUM PANELS (VERTICAL) | ㉒ | ALUMINUM PANELS IN ALUMINUM |
| ㉓ | ALUMINUM PANELS (HORIZONTAL) | ㉓ | ALUMINUM PANELS IN ALUMINUM |
| ㉔ | ALUMINUM PANELS (VERTICAL) | ㉔ | ALUMINUM PANELS IN ALUMINUM |
| ㉕ | ALUMINUM PANELS (HORIZONTAL) | ㉕ | ALUMINUM PANELS IN ALUMINUM |
| ㉖ | ALUMINUM PANELS (VERTICAL) | ㉖ | ALUMINUM PANELS IN ALUMINUM |
| ㉗ | ALUMINUM PANELS (HORIZONTAL) | ㉗ | ALUMINUM PANELS IN ALUMINUM |
| ㉘ | ALUMINUM PANELS (VERTICAL) | ㉘ | ALUMINUM PANELS IN ALUMINUM |
| ㉙ | ALUMINUM PANELS (HORIZONTAL) | ㉙ | ALUMINUM PANELS IN ALUMINUM |
| ㉚ | ALUMINUM PANELS (VERTICAL) | ㉚ | ALUMINUM PANELS IN ALUMINUM |
| ㉛ | ALUMINUM PANELS (HORIZONTAL) | ㉛ | ALUMINUM PANELS IN ALUMINUM |
| ㉜ | ALUMINUM PANELS (VERTICAL) | ㉜ | ALUMINUM PANELS IN ALUMINUM |
| ㉝ | ALUMINUM PANELS (HORIZONTAL) | ㉝ | ALUMINUM PANELS IN ALUMINUM |
| ㉞ | ALUMINUM PANELS (VERTICAL) | ㉞ | ALUMINUM PANELS IN ALUMINUM |
| ㉟ | ALUMINUM PANELS (HORIZONTAL) | ㉟ | ALUMINUM PANELS IN ALUMINUM |
| ㊱ | ALUMINUM PANELS (VERTICAL) | ㊱ | ALUMINUM PANELS IN ALUMINUM |
| ㊲ | ALUMINUM PANELS (HORIZONTAL) | ㊲ | ALUMINUM PANELS IN ALUMINUM |
| ㊳ | ALUMINUM PANELS (VERTICAL) | ㊳ | ALUMINUM PANELS IN ALUMINUM |
| ㊴ | ALUMINUM PANELS (HORIZONTAL) | ㊴ | ALUMINUM PANELS IN ALUMINUM |
| ㊵ | ALUMINUM PANELS (VERTICAL) | ㊵ | ALUMINUM PANELS IN ALUMINUM |
| ㊶ | ALUMINUM PANELS (HORIZONTAL) | ㊶ | ALUMINUM PANELS IN ALUMINUM |
| ㊷ | ALUMINUM PANELS (VERTICAL) | ㊷ | ALUMINUM PANELS IN ALUMINUM |
| ㊸ | ALUMINUM PANELS (HORIZONTAL) | ㊸ | ALUMINUM PANELS IN ALUMINUM |
| ㊹ | ALUMINUM PANELS (VERTICAL) | ㊹ | ALUMINUM PANELS IN ALUMINUM |
| ㊺ | ALUMINUM PANELS (HORIZONTAL) | ㊺ | ALUMINUM PANELS IN ALUMINUM |
| ㊻ | ALUMINUM PANELS (VERTICAL) | ㊻ | ALUMINUM PANELS IN ALUMINUM |
| ㊼ | ALUMINUM PANELS (HORIZONTAL) | ㊼ | ALUMINUM PANELS IN ALUMINUM |
| ㊽ | ALUMINUM PANELS (VERTICAL) | ㊽ | ALUMINUM PANELS IN ALUMINUM |
| ㊾ | ALUMINUM PANELS (HORIZONTAL) | ㊾ | ALUMINUM PANELS IN ALUMINUM |
| ㊿ | ALUMINUM PANELS (VERTICAL) | ㊿ | ALUMINUM PANELS IN ALUMINUM |



PRELIMINARY
 NOT FOR CONSTRUCTION

9TH STREET
 EAST ELEVATION &
 WEST ELEVATION
 Building C (Gallery 0)

PHILADELPHIA
 AT MARKET EAST

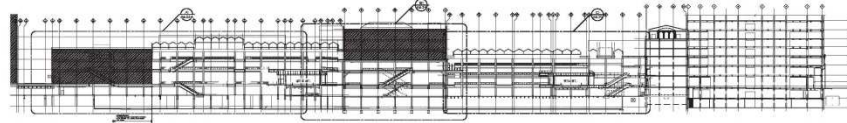
MACERICH

JPA ARCHITECTS

PROJECT NO. 10-100-0000-0000
PROJECT NAME
PROJECT LOCATION
PROJECT OWNER
PROJECT ARCHITECT
PROJECT ENGINEER
PROJECT CONTRACTOR

PRELIMINARY
NOT FOR CONSTRUCTION

COMPOSITE
LONGITUDINAL
BUILDING SECTION
ALTERNATE No. 0



COMPOSITE BUILDING SECTION
SCALE: 1/8" = 1'-0"

MACERICH
ARCHITECTS
1000 BROADWAY
NEW YORK, NY 10018
TEL: 212 512 2000
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JPA ARCHITECTS
1000 BROADWAY
NEW YORK, NY 10018
TEL: 212 512 2000
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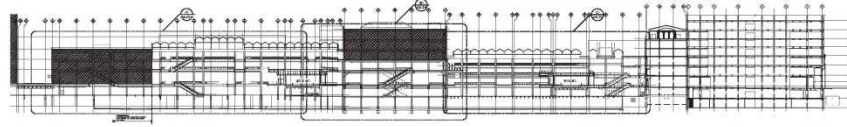
KEY PLAN
SCALE: 1/8" = 1'-0"

NO. 10-100-0000-0000
DATE: 04/08/2015
SHEET: AB.21A

PROJECT NO. 10-100-0000-0000
PROJECT NAME
PROJECT LOCATION
PROJECT OWNER
PROJECT ARCHITECT
PROJECT ENGINEER
PROJECT DATE

PRELIMINARY
NOT FOR CONSTRUCTION

COMPOSITE
LONGITUDINAL
BUILDING SECTION
ALTERNATE No. 0



COMPOSITE BUILDING SECTION
SCALE: 1/8" = 1'-0"

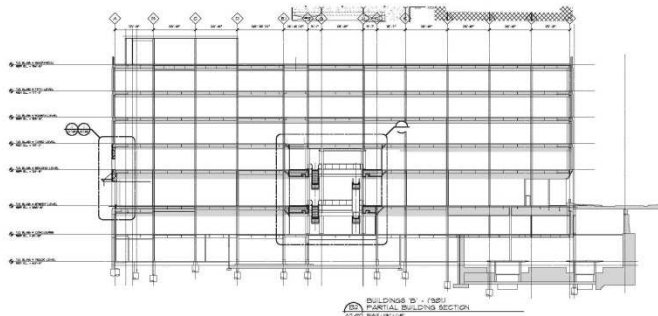
MACERICH
ARCHITECTS
1000 BROADWAY
NEW YORK, NY 10018
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WWW.MACERICH.COM

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1000 BROADWAY
NEW YORK, NY 10018
TEL: 212 512 2000
WWW.JPA-ARCHITECTS.COM



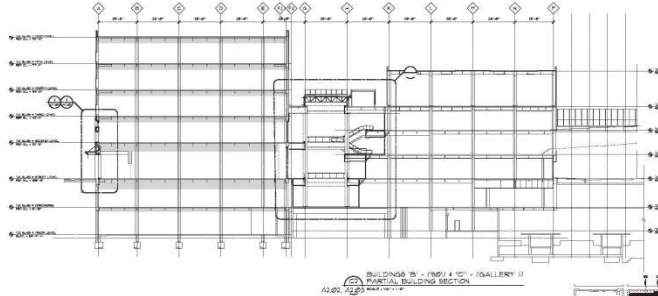
KEY PLAN
SCALE: 1/8" = 1'-0"

NO. 10
DATE 04/08/2015
BY AB/PA

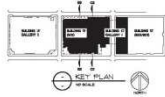


Legend
 - CONCRETE
 - MASONRY
 - METAL
 - GLASS
 - INSULATION
 - FINISHES

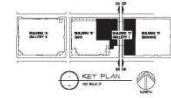
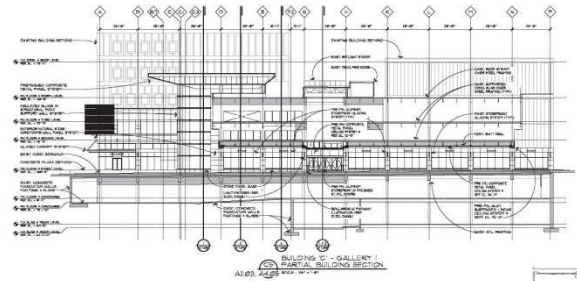
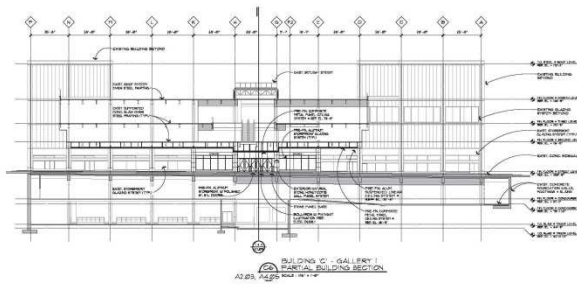
PRELIMINARY
 PARTIAL BUILDING SECTIONS
 Building B (B) &
 Building C (Gallery 0)



MACERICH
 GREEN
 JFRA ARCHITECTS



NO. B10
 SCALE A8.30

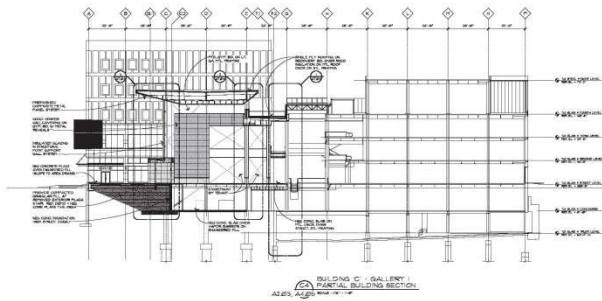


PROJECT INFORMATION
 PROJECT NO. 100-000000
 PROJECT NAME
 PROJECT LOCATION
 PROJECT DATE
 PROJECT ARCHITECT
 PROJECT ENGINEER

PRELIMINARY
 PARTIAL BUILDING SECTIONS
 Building C - Gallery I

MACERICH
 JPA ARCHITECTS

NO. 190
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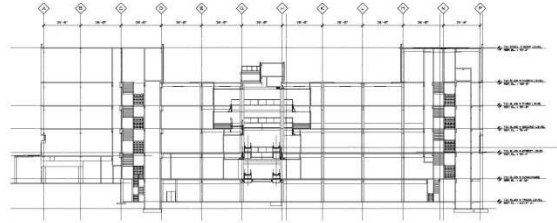


Revisions to Schedule A

| NO. | DATE | DESCRIPTION |
|-----|----------|-------------------|
| 1 | 04/08/15 | ISSUED FOR PERMIT |
| 2 | 04/08/15 | ISSUED FOR PERMIT |
| 3 | 04/08/15 | ISSUED FOR PERMIT |
| 4 | 04/08/15 | ISSUED FOR PERMIT |
| 5 | 04/08/15 | ISSUED FOR PERMIT |

PRELIMINARY
NOT FOR CONSTRUCTION

PARTIAL BUILDING SECTIONS
Building C (Gallery 0)



MACERICH

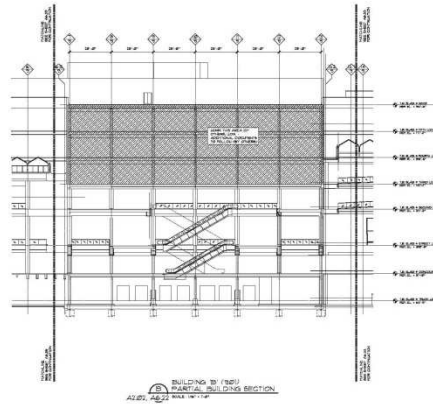
JPA ARCHITECTS

180
AS-22

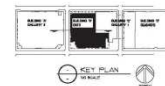
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PRELIMINARY
 NOT FOR CONSTRUCTION

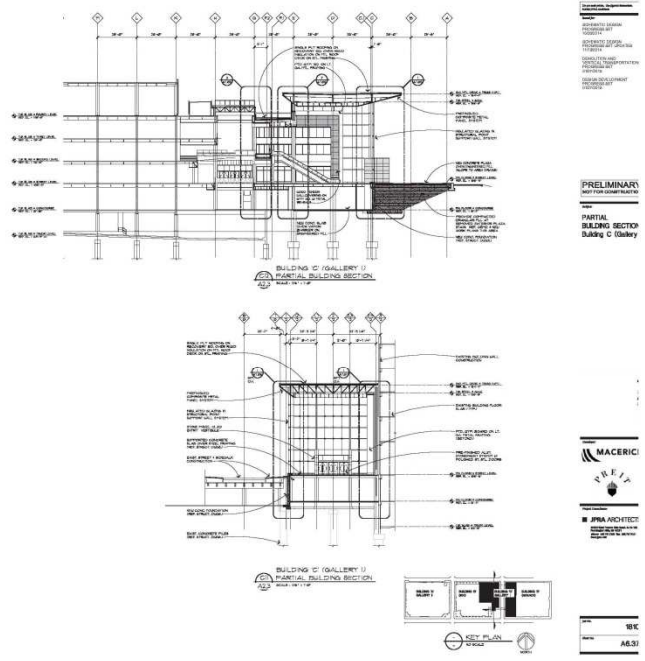
PARTIAL BUILDING SECTION
 SUBMITTAL 9.1001



MACERICH
 FIRE
JPA ARCHITECTS
 ARCHITECTS

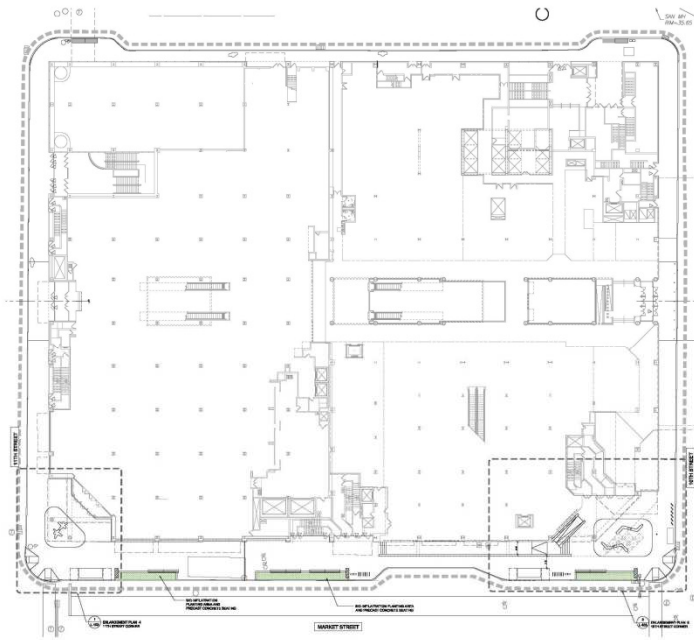


SFD
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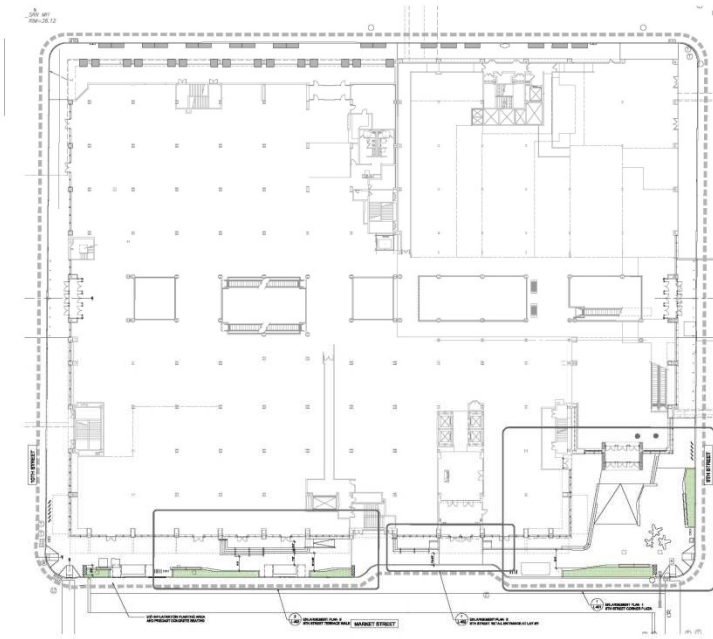


POSTER KIOSK/MONUMENT





DATE: APRIL 3, 2015
 PROJECT: THE GALLERY
 SHEET: SITE PLAN 1
 MACERICH
 JPA ARCHITECTS
 NOT FOR CONSTRUCTION
 7458 03
 L-111



DATE: 04/08/15
 DRAWN BY: JPA

APRIL 08, 2015

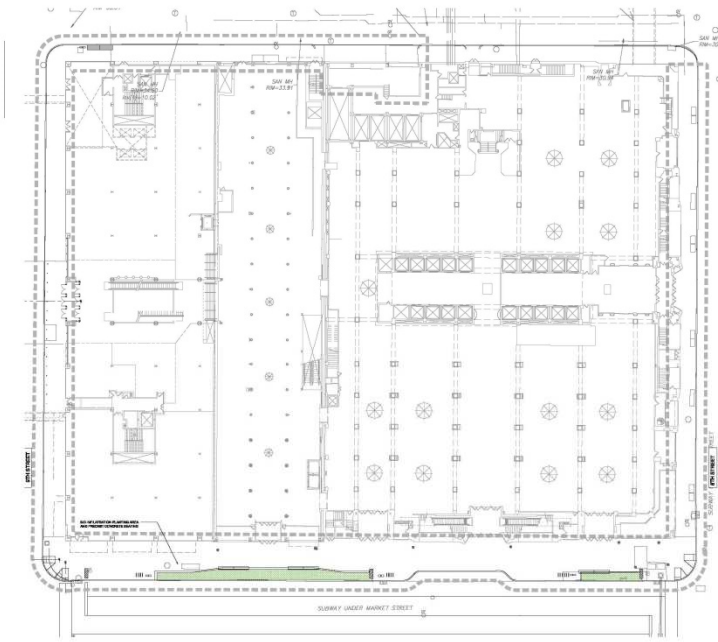
SITE PLAN II

MACERICH

 JPA ARCHITECTS

 NOT FOR CONSTRUCTION

DATE: 04/08/15
 SHEET: L-112



DATE: 04/03/15
 DRAWN BY: [illegible]
 CHECKED BY: [illegible]
 DATE: April 3, 2015

SITE PLAN (1)

PROPOSED PROJECT: [illegible]
 PROJECT NO.: [illegible]

MACERICH

JPA ARCHITECTS
 ARCHITECTS
 1000 MARKET STREET, SUITE 1000
 NEW YORK, NY 10038

PERKINS+WILL
 ARCHITECTS
 1000 MARKET STREET, SUITE 1000
 NEW YORK, NY 10038

NOT FOR CONSTRUCTION

DATE: 7/26/03
 DRAWN BY: [illegible]
 CHECKED BY: [illegible]
 DATE: 1-11-15

EXHIBIT 9.1

INSURANCE

General Requirements.

- a. PR Gallery I will procure and maintain the insurance described below.
 - b. The Integrated Access Easement must be identified on the Certificate of Insurance.
 - c. Certificates of Insurance must be addressed to: Philadelphia Redevelopment Authority, 1234 Market Street, 16th floor, Philadelphia, PA 19107.
 - d. PRA reserves the right to request and obtain complete copies of PR Gallery I's insurance policies and any endorsements.
 - e. PRA shall have the right to periodically review the insurance coverage required hereunder and require increases in the amount of insurance maintained and the types of coverage required hereunder.
- I. Insurance coverage required by PR Gallery I is as follows:
- A. Construction Period
 1. Prior to the commencement of the Public Access Area Improvements, PR Gallery I will secure an Controlled Insurance Program (“CIP”) for the benefit of PR Gallery I, PRA, Construction Manager, Subcontractors, Consultants and Subconsultants of every tier (unless specifically excluded) who have labor performing operations or on-site activities. CIP coverage applies only to work performed at the Gallery Mall including the Public Access Area Improvements. The construction manager, all subcontractors, consultants and subconsultants (collectively, “PR Gallery I’s Contractors”) must provide their own insurance for off-site activities as outlined below under A. 5. These insurance requirements also apply to contractors excluded from the CIP.
 2. Through the CIP, PR Gallery I, at its own cost and expense, will provide and maintain in force the types of insurance listed in subparagraphs (a) through (c) below. PR Gallery I will also maintain separate polices during construction of the Public Access Area Improvements listed under paragraphs (3) and (4).

(a) **Workers' Compensation and Employer's Liability Insurance** will be provided in accordance with applicable state law. Limits of Liability and Coverages will be as follows:

- i. Workers' Compensation – Applicable Statutory Benefits
- ii. Employer's Liability – Designated Premises Only:
 - 1. \$1,000,000 Bodily Injury Each Accident
 - 2. \$1,000,000 Bodily Injury by Disease – Policy Limit and
 - 3. \$1,000,000 Bodily Injury by Disease – Each Employee

(b) **Commercial General Liability Insurance** will be provided under a master liability policy. The following Limits of Liability, Coverages, and Terms will apply:

- i. Limit of Liability:
 - 1. \$2,000,000 Per Occurrence
 - 2. \$4,000,000 General Aggregate (Reinstated Annually)
 - 3. \$4,000,000 Products/Completed Operations Aggregate (10 Year Term)
 - 4. \$2,000,000 Personal Injury and Advertising Injury Per Occurrence/Annual Aggregate
 - 5. \$300,000 Fire Damage Legal Liability
 - 6. \$10,000 Medical Expense
- ii. Coverages and Terms
 - 1. No Assault and Battery Exclusion
 - 2. No Resulting Damage Exclusion

(c) **Excess Liability Insurance** will be provided under a master liability policy for all insureds. Certificates of Insurance will be

provided to each Subcontractor reflecting the Limits of Liability Coverages, and Terms as follows:

- i. Limit of Liability:
 1. \$100,000,000 any one occurrence and general aggregate annually; and
 2. \$100,000,000 Annual Aggregate Products and Completed Operations
 - ii. Coverages and Terms:
 1. Excess of General Liability
 2. Excess of Employer's Liability and
 3. Completed Operations (10 Year Term)
3. PR Gallery I will provide and maintain a builder's risk policy to cover the Public Access Area Improvements and a property insurance policy.
- (a) **Builder's Risk and Property Insurance.** The following Limits of Liability, Coverages, and Terms will apply:
- i. Limits of Liability:
 1. Full Completed Value of the Public Access Area
 2. \$10,000,000 Earthquake Sublimit
 3. \$10,000,000 Flood Sublimit
 - ii. Coverages and Terms:
 1. ISO Special Form or All Risk of Physical Loss
 2. Boiler and Machinery Coverage
 3. No Exclusion for Terroristic Acts
 4. Coverage must extend to materials that will become part of the Public Access Area (on-site and off-site) and in transit
 5. No exclusion or restriction for residential development or construction (if applicable)
 6. Permission to Occupy Will be Granted

7. Business Income/Extra Expense
 8. Soft Costs
 9. Agreed Amount/No Coinsurance
 10. Debris Removal
 11. Demolition & Increased Cost of Construction
4. PR Gallery I will provide and maintain contractors' pollution liability under a master liability policy that is specific to the Public Access Easement, which will cover losses caused by pollution incidents that arise from the operations of the PR Gallery I's Contractors involved with the Public Access Easement. This is to include all work completed by PR Gallery I's Contractors, including testing and/or removal of any and all pollutants.
- (a) **Contractors Pollution Liability Insurance.** The following Limits of Liability, Coverages, and Terms will apply:
- i. Limits of Liability:
 1. \$10,000,000 Per Occurrence
 2. \$10,000,000 General Aggregate
 - ii. Coverages and Terms:
 1. Insurance to be maintained for the duration of and for a period of three years after completion of the Public Access Area/final payment.
 2. No Exclusions for Silica, Asbestos, Lead and/or Lead Based Paint testing.
 3. Include Mold Coverage for full policy limit of liability
 4. Coverage for all pollutants as defined under the Resource Conservation and Recovery Act, as amended, 42 U.S.C. Section 6901 et seq. or any related state or city environmental statute or the removal of any petroleum-contaminated material at the project.

5. All owned and/or third party disposal facilities must be licensed and maintain pollution liability insurance of not less than \$2,000,000, if applicable.
5. PR Gallery I's Contractors, at their own expense, will provide and maintain in force the types of insurance listed in subparagraphs (a) through (f) below.

(a) Workers' Compensation and Employer's Liability Insurance will be provided in accordance with applicable state law. Limits of Liability and Coverages will be as follows:

- i. Workers' Compensation – Applicable Statutory Benefits
- ii. Employer's Liability – Designated Premises Only:
 1. \$500,000 Bodily Injury Each Accident
 2. \$500,000 Bodily Injury by Disease – Policy Limit and
 3. \$500,000 Bodily Injury by Disease – Each Employee

(Enrolled Contractors in the CIP shall show evidence of coverage for Off-Site Activities only)

(b) Commercial General Liability Insurance. The following Limits of Liability, Coverages, and Terms will apply:

- i. Limit of Liability:
 1. \$1,000,000 Per Occurrence
 2. \$2,000,000 General Aggregate (Reinstated Annually)
 3. \$2,000,000 Products/Completed Operations Aggregate (10 Year Term)
 4. \$1,000,000 Personal Injury and Advertising Injury Per Occurrence/Annual Aggregate
 5. \$300,000 Fire Damage Legal Liability
 6. \$10,000 Medical Expense
- ii. Coverages and Terms
 1. No Assault and Battery Exclusion
 2. General Aggregate Must Apply Per Project

3. PRA, PR Gallery I, Construction Manager (as applicable) and their directors, officers, members, representatives, agents and employees shall be included as Additional Insureds on a primary and non-contributory basis. Forms required include CG 20 10 and CG 20 37 as published by the Insurance Services Office (“ISO”) or on equivalent forms.
4. No Resulting Damage Exclusion
5. No amendment to the definition of an “Insured Contract” except as broadened in 6. below.
6. The definition of an “Insured Contract” must be amended to provide coverage for all work on or within 50 feet of a railroad. A stand-alone Railroad Protective Liability policy may be required based on the scope of this project.
7. No exclusions for development, construction, building conversion, etc. with respect to the Gallery Mall’s location and/or where the work is to be completed by the PR Gallery I’s Contractors.
8. No sexual abuse or molestation exclusion.

(Enrolled Contractors in the CIP shall show evidence of coverage for Off-Site Activities only)

(c) Automobile Liability Insurance. The Limits of Liability and Coverages will be as follows:

- i. Limit of Liability:
 1. \$1,000,000 Combined Single Limit for Bodily Injury (including death) and Property Damage
- ii. Coverages and Terms
 1. Applies to any owned, hired and non-owned vehicles

2. For PR Gallery I's Contractors involved in the transportation of hazardous material, include the following endorsements: MCS-90 and ISO-9948.

(Enrolled Contractors in the CIP shall show evidence of coverage for Off-Site Activities only)

(d) Excess Liability Insurance. The following Limits of Liability, Coverages, and Terms will apply:

- i. Limit of Liability for Construction Manager:
 1. \$30,000,000 Per Occurrence
 2. \$30,000,000 General Aggregate
- ii. Limit of Liability for Subcontractors/Consultants/
Subconsultants of Every Tier:
 1. \$5,000,000 Per Occurrence
 2. \$5,000,000 General Aggregate
- iii. Coverages and Terms
 1. Policy(ies) will apply on a Following Form Basis including Additional Insured Status on the following:
 - a. Commercial General Liability;
 - b. Automobile Liability; and
 - c. Employers Liability Coverage

(Enrolled Contractors in the CIP shall show evidence of coverage for Off-Site Activities only)

(e) Professional Liability. Where services provided involve inspection, design, consulting and/or other professional services, the following Limits of Liability and Coverages will apply:

- i. Limit of Liability:
 1. \$2,000,000 Per Occurrence and Aggregate
- ii. Coverages and Terms:
 1. Include Tail Coverage or an Extended Reporting Period for at Least Three Years After Completion

(f) **Pollution Liability.** Where services provided involve the testing, removal or cleanup of any environmental contaminant or pollutant, the Limits of Liability, Coverages, and Terms will be as follows:

i. Limit of Liability:

1. \$2,000,000 Per Occurrence
2. \$4,000,000 General Aggregate

ii. Coverages and Terms:

1. Insurance to be maintained for the duration of and for a period of three years after completion of the Public Access Area Improvements/final payment.
2. No Exclusions for Silica, Asbestos, Lead and/or Lead Based Paint testing.
3. Include Mold Coverage for full policy limit of liability
4. Coverage for all pollutants as defined under the Resource Conservation and Recovery Act, as amended, 42 U.S.C. Section 6901 et seq. or any related state or city environmental statute or the removal of any petroleum-contaminated material at the project.
5. All owned and/or third party disposal facilities must be licensed and maintain pollution liability insurance of not less than \$2,000,000, if applicable.

B. Ongoing Operations and Maintenance

1. Upon completion of the Public Access Area Improvements, PR Gallery I, at its own cost and expense, will provide and maintain in force the types of insurance listed in subparagraphs (a) through (f) below:

(a) **Workers' Compensation and Employer's Liability Insurance** will be provided in accordance with applicable state law. Limits of Liability and Coverages will be as follows:

i. Workers' Compensation – Applicable Statutory Benefits

ii. Employer's Liability – Designated Premises Only:

1. \$1,000,000 Bodily Injury Each Accident
2. \$1,000,000 Bodily Injury by Disease – Policy Limit and
3. \$1,000,000 Bodily Injury by Disease – Each Employee

(b) **Commercial General Liability Insurance** will be provided under a liability policy. The following Limits of Liability, Coverages, and Terms will apply:

i. Limit of Liability:

1. \$2,000,000 Per Occurrence
2. \$4,000,000 General Aggregate (Reinstated Annually)
3. \$4,000,000 Products/Completed Operations Aggregate
4. \$2,000,000 Personal Injury and Advertising Injury Per Occurrence/Annual Aggregate
5. \$300,000 Fire Damage Legal Liability
6. \$10,000 Medical Expense

ii. Coverages and Terms

1. No Assault and Battery Exclusion
2. General Aggregate Must Apply Per Location

(c) **Automobile Liability Insurance** will be provided under a liability policy reflecting the following Limits of Liability and Coverages:

i. Limit of Liability:

1. \$1,000,000 Combined Single Limit for Bodily Injury (including death) and Property Damage

ii. Coverages and Terms

1. Applies to any owned, hired and non-owned vehicles
- (d) **Excess Liability Insurance** will be provided under a liability policy for all insureds and will reflect the following Limits of Liability Coverages, and Terms as follows:
- i. Limit of Liability:
 1. \$50,000,000 any one occurrence and general aggregate annually; and
 2. \$50,000,000 Annual Aggregate Products and Completed Operations
 - ii. Coverages and Terms:
 1. Policy(ies) will apply on a Following Form Basis including Additional Insured Status on the following:
 - a. Commercial General Liability;
 - b. Automobile Liability; and
 - c. Employers Liability Coverage
- (e) **Property Insurance.** The following Limits of Liability, Coverages, and Terms will apply:
- i. Limits of Liability:
 1. Full Replacement Cost of the Public Access Easement.
 2. \$10,000,000 Earthquake Sublimit
 3. \$10,000,000 Flood Sublimit
 - ii. Coverages and Terms:
 1. ISO Special Form or All Risk of Physical Loss
 2. Boiler and Machinery Coverage
 3. No Exclusion for Terroristic Acts
 4. Business Income/Extra Expense
 5. Agreed Amount/No Coinsurance
 6. Debris Removal
 7. Demolition & Increased Cost of Construction
- (f) **Builder's Risk.** At all times during which repairs or alterations are being made with respect to the Gallery Mall (other than routine

maintenance and repair), the following Limits of Liability, Coverages, and Terms will apply:

- i. Limits of Liability:
 1. Full Completed Value of the Project
 - ii. Coverages and Terms:
 1. Coverage Must Extend to Materials That Will Become Part of the Completed Project (on-site and off-site) and in Transit.
 2. No Exclusion for Terroristic Acts
 3. No Exclusion or Restriction for Residential Development or Construction (if applicable).
 4. Permission to Occupy Will be Granted
 5. Business Income/Extra Expense
 6. Soft Costs
 7. On & Off-Site Coverage for Materials That Will Become Part of the Gallery Mall, including transit
 8. Agreed Amount/No Coinsurance
 9. Debris Removal
 10. Demolition & Increased Cost of Construction
2. PR Gallery I's contractors, subcontractors, consultants, subconsultants, and tenants and subtenant's contractors, subcontractors, consultants, and subconsultants, at their own cost and expense, will provide and maintain in force the types of insurance listed in subparagraphs (a) through (f) below. PR Gallery I reserves the right to waive or modify tenant insurance requirements for those tenants that operate kiosks, carts or other similar non-permanent installations in the common areas of the Gallery Mall, each on a case by case basis in its reasonable discretion, including, without limitation, due to factors such as reasonable availability, and cost of, insurance products; provided that in no event shall coverage limits of liability be less than as follows:

(a) **Workers compensation insurance:** statutorily required amounts;

(b) **Employer's Liability :** \$500,000 for each (i) Bodily Injury Each Accident; (ii) Bodily Injury by Disease- Policy Limit; (iii) Bodily Injury by Disease- Each Employee.

(c) **Commercial General Liability Insurance:** \$500,000 for (i) per occurrence; (ii) general aggregate (restated annually); (iii) products/completed operations aggregate (10 year term); (iv) personal injury and advertising injury per occurrence/annual aggregate;

(d) **Automobile Liability Insurance:** \$500,000 combined single limit for bodily injury (including death) and property.

In the event that PR Gallery I agrees to waive or modify any tenant's insurance requirements in any way, such waiver or modification shall not limit or reduce PR Gallery I's or any tenant's liability to PRA.

(a) **Workers' Compensation and Employer's Liability Insurance** will be provided in accordance with applicable state law. Limits of Liability and Coverages will be as follows:

- i. Workers' Compensation – Applicable Statutory Benefits
- ii. Employer's Liability – Designated Premises Only:
 - 1. \$500,000 Bodily Injury Each Accident
 - 2. \$500,000 Bodily Injury by Disease – Policy Limit and
 - 3. \$500,000 Bodily Injury by Disease – Each Employee

(b) **Commercial General Liability Insurance.** The following Limits of Liability, Coverages, and Terms will apply:

- i. Limit of Liability:
 - 1. \$1,000,000 Per Occurrence
 - 2. \$2,000,000 General Aggregate (Reinstated Annually)
 - 3. \$2,000,000 Products/Completed Operations Aggregate (10 Year Term)
 - 4. \$1,000,000 Personal Injury and Advertising

- | | | Injury Per Occurrence/Annual
Aggregate |
|----|-----------|---|
| 5. | \$300,000 | Fire Damage Legal Liability |
| 6. | \$10,000 | Medical Expense |
- ii. Coverages and Terms
 - 1. No Assault and Battery Exclusion
 - 2. General Aggregate Must Apply Per Location
- (c) **Automobile Liability Insurance.** The Limits of Liability and Coverages will be as follows:
- i. Limit of Liability:
 - 1. \$1,000,000 Combined Single Limit for Bodily Injury (including death) and Property Damage
 - ii. Coverages and Terms
 - 1. Applies to any owned, hired and non-owned vehicles
- (d) **Professional Liability.** Where services provided involve inspection, design, consulting and/or other professional services, the following Limit of Liability and Coverages will apply:
- i. Limit of Liability:
 - 1. \$1,000,000 Per Occurrence and Aggregate
 - ii. Coverages and Terms:
 - 1. Include Tail Coverage or an Extended Reporting Period for at Least Three Years After Completion
- (e) **Pollution Liability.** Where services provided involve the testing, removal or cleanup of any environmental contaminant or pollutant, the Limits of Liability, Coverages, and Terms will be as follows:
- i. Limit of Liability:
 - 1. \$2,000,000 Per Occurrence

2. \$4,000,000 General Aggregate

ii. Coverages and Terms:

1. Include Tail Coverage or an Extended Reporting Period for at Least Three Years After Completion
2. Coverage for Mold Must be up to the Full Policy Limit of Liability

(f) **Excess Liability Insurance.** The following Limits of Liability and Coverages will apply:

i. Limit of Liability:

1. \$5,000,000 any one occurrence and general aggregate annually; and
2. \$5,000,000 Annual Aggregate Products and Completed Operations

ii. Coverages and Terms:

1. Policy(ies) will apply on a Following Form Basis including Additional Insured Status on the following:
 - a. Commercial General Liability;
 - b. Automobile Liability; and
 - c. Employers Liability Coverage

EXHIBIT "E"

TRUCK RAMP DESCRIPTION

All that certain area or piece of ground situate in the City of Philadelphia, Commonwealth of Pennsylvania, as shown on a plan titled "Easement Plan", prepared by Langan Engineering and Environmental Services, Inc., Job No. 220045701, dated 17 November, 2014 and last revised 8 April, 2015, Drawing No. EA-101 and being more particularly bounded and described as follows;

Beginning at a point on the southerly right-of-way line of Arch Street (on City Plan, Legally Open, 72 feet wide), said point being located South $78^{\circ}59'00''$ East, a distance of 142.914 feet from the intersection of the southerly right-of-way line of Arch Street and the easterly right-of-way line of 9th Street (On City Plan, Legally Open, width varies) and extending thence;

29. Along the southerly line of Arch Street, (on City Plan, Legally Open, 72 feet wide) South $78^{\circ}59'00''$ East, a distance of 71.398 feet; thence,
30. Leaving said line and extending South $11^{\circ}01'00''$ West, a distance of 25.930 feet; thence,
31. On a curve to the right having a radius of 81.392 feet, an arc distance of 68.747 feet and a central angle of $48^{\circ}23'40''$ and being subtended by a chord which bears South $35^{\circ}12'50''$ West, a chord length of 66.722 feet; thence; thence,
32. South $59^{\circ}24'41''$ West, a distance of 47.972 feet to a point on the dividing line between 810 Arch Street and 27 N. 9th Street; thence,
33. Along said dividing line, South $11^{\circ}01'00''$ West, a distance of 0.418 feet; thence,
34. Leaving said line and extending through a portion of 27 N. 9th Street, South $59^{\circ}22'29''$ West, a distance of 27.201 feet; thence,
35. South $55^{\circ}59'22''$ West, a distance of 5.698 feet; thence,
36. South $47^{\circ}40'23''$ West, a distance of 15.994 feet to a point in the northerly line of 811-825 Filbert Street and the northerly line of an existing Truck Tunnel Easement recorded in Deed Book 1206 Page 33; thence,
37. Along the northerly line of 811-825 Filbert Street and the existing Truck Tunnel Easement, South $78^{\circ}59'00''$ East, a distance of 2.694 feet; thence,
38. Through a portion of 811-825 Filbert Street and along the existing Truck Tunnel Easement, South $40^{\circ}34'54''$ West, a distance of 25.166 feet; thence,
39. Along the westerly line of 811-825 Filbert Street and the existing Truck Tunnel Easement, North $11^{\circ}21'00''$ East, a distance of 5.235 feet; thence,
40. Leaving said lines and extending again through portions of 27 N. 9th Street, South $43^{\circ}03'21''$ West, a distance of 39.223 feet to a point of curvature; thence,
41. On a curve to the right having a radius of 819.950 feet, an arc distance of 116.814 feet and a central angle of $8^{\circ}09'45''$ and being subtended by a chord which bears South $49^{\circ}07'16''$ West, a chord length of 116.715 feet; thence; thence,
42. South $52^{\circ}45'13''$ West, a distance of 7.040 feet to a point in the northerly line of Filbert Street (on City Plan, Legally Open, width varies); thence,
43. Along the northerly line of Filbert Street, North $78^{\circ}59'00''$ West, a distance of 0.687 feet; thence,

44. Leaving said line and extending through the bed of Filbert Street and 9th Street, South 53°31'13" West, a distance of 72.569 feet to a point on the northerly right-of-way line of Filbert Street; thence,
45. Along said line of Filbert Street; North 78°59'00" West, a distance of 76.600 feet; thence,
46. Leaving said line and extending through the bed of Filbert Street and 9th Street, North 68°44'29" East, a distance of 57.334 feet; thence,
47. North 63°32'38" East, a distance of 31.124 feet; thence,
48. North 57°26'17" East, a distance of 47.675 feet; thence,
49. North 52°12'27" East, a distance of 13.088 feet to a point on the easterly right-of-way line of 9th Street (on City Plan, Legally Open, width varies); thence,
50. Along said line of 9th Street, North 11°01'00" East, a distance of 2.552 feet; thence,
51. Leaving said line and extending again through portions of 27 N. 9th Street, on a curve to the left having a radius of 785.044 feet, an arc distance of 88.304 feet and a central angle of 6°26'41" and being subtended by a chord which bears North 48°44'56" East, a chord length of 88.257 feet; thence,
52. North 43°46'36" East, a distance of 34.809 feet; thence,
53. North 42°09'14" East, a distance of 52.198 feet; thence,
54. On a curve to the right having a radius of 394.223 feet, an arc distance of 35.236 feet and a central angle of 5°07'16" and being subtended by a chord which bears North 47°09'26" East, a chord length of 35.224 feet to a point of reverse curvature; thence,
55. On a curve to the left having a radius of 101.588 feet, an arc distance of 68.619 feet and a central angle of 38°42'04" and being subtended by a chord bearing North 30°22'02" East, a chord length of 67.322; thence,
56. North 11°01'00" East, a distance of 23.919 feet to the first mentioned point and place of beginning.

The above described truck ramp easement beginning at grade level on the northerly end at Arch Street and extending downwards to a sub-grade level at the intersection of 9th and Filbert Streets where this easement connects with the existing truck tunnel extending under The Gallery.

SCHEDULE 4.2

EXISTING CLAIMS

| <u>PLAINTIFF</u> | <u>DATE OF LOSS</u> | <u>TYPE OF CLAIM</u> |
|---|---------------------|----------------------|
| S_____, Michael E Philadelphia Civil Docket No. 150201686 | 3/14/14 | Slip/Fall |
| C_____, Michael Philadelphia Civil Docket No. 150200409 | 1/23/14 | Slip/Fall |
| M_____, Demetrius Liberty Mutual Claim Number P 505-334531-01 | 1/17/15 | Slip/Fall |
| W_____, Geraldine Liberty Mutual Claim Number P 505-327594 | 10/21/14 | Slip/Fall |
| B_____, Cynthia Phila Municipal Court Docket Number: SC-15-01-07-3597 | 1/8/13 | Slip/Fall |
| B_____, Thomas A Liberty Mutual Claim Number P505-28820101 | 4/11/13 | Slip/Fall |
| C_____, Gail D Philadelphia Civil Court Docket No. 140601835 | 4/26/13 | Slip/Fall |
| M_____, Lucynthia A Philadelphia Civil Court Docket No. 14101410 | 2/12/13 | Slip/Fall |
| G_____, Margarette B Philadelphia Civil Court Docket No. 141000813 | 10/16/12 | Escalator/Elevator |
| J_____, Timothy Philadelphia Civil Court Docket No. 150200824 | 2/16/14 | Slip/Fall |

| | | |
|--|----------|--------------------|
| B_____, Tristan M Liberty Mutual Claim Number P 505-303570-01 | 1/2/14 | Other |
| B_____, Lana Liberty Mutual Claim Number P 505-330824-01 | 12/31/14 | Slip/Fall |
| R_____, Frances M Philadelphia Civil Court Docket No. 1504000010 | 5/4/13 | Other |
| H_____, Cecelia Philadelphia Civil Court Docket No. 1503000955 | 3/11/13 | Slip/Fall |
| L_____, Jannah A Liberty Mutual Claim No.P 505-303470-01 | 12/21/13 | Other |
| W_____, Catherine Liberty Mutual Claim No. P505-30258601 | 8/2/13 | Slip/Fall |
| B_____, Marva A Superior Ct New Jersey, Camden County Law Division Docket No. L-1723-14 | 5/7/12 | Other |
| N_____, Raymond L Liberty Mutual Claim No. P505-32295901 | 10/3/14 | Escalator/Elevator |
| B_____, Beverlyn Liberty Mutual Claim No. P 505-313321-01 | 5/7/14 | Slip/Fall |
| G_____, Gina | 7/26/11 | Slip/Fall |
| J_____, Sharonda | 2/24/11 | Slip/Fall |
| J_____, Timothy Philadelphia Court of Common Pleas February Term, 2015, No. 00824 | | Slip/Fall |

SCHEDULE 8.4

ECONOMIC OPPORTUNITY PLAN

**City of Philadelphia
Economic Opportunity Plan**

Gallery Redevelopment Project

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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 Disadvantaged¹ ("DBEs") Business Enterprises (collectively, "M/W/DSBEs") and minority and female workers in all aspects of **GALLERY REDEVELOPMENT PROJECT** located between **8th Street, 11th Street, Filbert Street, and Market Street** which may include financial investment, design, construction and operations. In support of this objective, the City of Philadelphia will require that **Pennsylvania Real Estate Investment Trust - PREIT** (the "Owner") of the Project 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 the **GALLERY REDEVELOPMENT PROJECT**.

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 take 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 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.

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 improvements and a commitment is made to employ a diverse workforce as enumerated herein.

II. Project Scope.

The Project includes redevelopment of substantial portions of the Gallery, 801 Market Street and 907 Market Street. Features include, but are not limited to:

- Common area improvements
- New retail space construction
- New street level openings on Market Street for retail use
- New restaurants inside the Gallery and along Market Street

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

- New gateway façade and landmark identification at 10th & Market
- Installation of a food market at former Strawbridge's site at 801 Market Street

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 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 improvements and the availability of MBEs, WBEs, DSBEs and DBEs to participate in this development.

The following contract goals have been set for the Project:

| Contracts | Minority Owned | Female Owned | DSBEs | Total |
|------------------------------|-----------------------|---------------------|--------------|--------------|
| Professional Services | 15-20% | 10-15% | BGFE | 25-35% |
| Construction | 25-30% | 5-10% | BGFE | 30-40% |

The project owner will use good and best faith efforts to provide meaningful opportunities to enterprises owned and controlled by a United States veteran.

The owner agrees to meet the obligations of the First Source agreement for this project.

B. Employment Goals.

The following Construction contract goals have been set for the Project:

| |
|------------------------|
| Local Residents |
| 35% |

The owner agrees to exhaust Best and Good Faith Efforts to employ minority persons and females in its workforce of apprentices and journeymen 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 – 2% of all hours worked across all trades.

IV. Equity Ownership

“Economic Opportunity Plans,” to require 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.

Identify the current equity owners of the project.

| Type of Ownership | % Minority Owned | % Women-Owned | % Disabled Persons |
|----------------------------|------------------|---------------|--------------------|
| Sole Proprietorship | | | |
| Partnership | | | |
| Corporation | * | * | * |

* PREIT and Macerich are publicly traded and operate under rules & regulations of the SEC. Anyone is able to buy or sell stock.

If the project is privately owned, the following individuals will become the anticipated Equity Owners upon completion.

| Type of Ownership | % Minority Owned | % Women-Owned | % Disabled Persons |
|----------------------------|------------------|---------------|--------------------|
| Sole Proprietorship | | | |
| Partnership | | | |
| Corporation | * | * | * |

* PREIT and Macerich are publicly traded and operate under rules & regulations of the SEC. Anyone is able to buy or sell stock.

Following the completion of the project, the project owner is responsible for meeting the reporting guideline identified in the Philadelphia Code.⁴

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

⁴ Philadelphia Code 17-1603.

V. Diversity Practices

In compliance with Chapter 17-1603 entitled Equal Opportunity Plan: Contents of 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. Where appropriate, such a statement should contain:

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

The Company is committed to equal employment opportunity and to attracting and retaining the most qualified employees, regardless of race, color, national origin, ancestry, citizenship, religion, creed, sex, sexual orientation, marital status, familial status, domestic partnership status, age, physical or mental disability, military status, veteran status, genetic information or family medical history, or other characteristic or activity protected by federal, state, or local law (“Protected Status”).

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

| | |
|----------------------|--|
| A. Directors | 14% are Women 43% reside in Philadelphia |
| B. Management | 7% are African American 33% are Women 24% reside in Philadelphia |
| C. General Workforce | 18% are African American 9% are Hispanic or Latino 4% are Asian or Pacific Islander 61% are Women 43% reside in Philadelphia |

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.

As it relates to Philadelphia activity at the subject property, the asset is entering a construction project phase.

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.

| | |
|--|-----|
| A. Identify the type of goods or services purchased. | n/a |
|--|-----|

| | |
|--|---|
| B. Amount of the contract. | n/a |
| C. Indicate if any of these M/W/DSBEs are listed in the City of Philadelphia's Office of Economic Opportunity Registry. | n/a |
| D. Are these companies certified as M/W/DSBEs? Do you rely on any particular certifying agency? | n/a |
| E. If there is no previous M/W/DSBE utilization, the Plan shall contain a statement that explains the reason for the lack of M/W/DSBE participation in past contract(s) or project(s). | As it relates to Philadelphia activity at the subject property, the asset is entering a construction project phase. |

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

PREIT and Macerich are publicly traded and operate under rules & regulations of the SEC. Anyone is able to buy or sell stock.

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 on the form entitled "M/W/DSBE Participation and Workforce Commitments." The identified commitments on this form 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 on the form. 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, including the M/W/DSBE Participation and Workforce Commitments Form, 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 journeypersons. 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, in the sole discretion of the City, an oversight committee may be established consisting of representatives from [the Owner], 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 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/or DBEs, 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.

IX. Post-Construction Opportunities

PREIT, through a combination of reduced rent, tenant improvements, and professional services will support the following initiatives:

Home Grown Retail Development Pilot

PREIT will develop a public solicitation for proposals from independently owned Philadelphia retailers interested in leasing space within the Project. PREIT's specialty leasing group will lead this initiative. Space considerations could include kiosks, carts, and fixed interior locations. The categories of desired retailers will be determined as PREIT nears completion of its merchandising and leasing plan. PREIT will encourage applicants who have demonstrated successful management of smaller scale retail operations to apply for consideration.

Selected retailers will participate in a professional development program. Under this pilot program, PREIT will provide the following professional mentoring services:

- Basic operations financial modeling, including capital needs and operations budget
- Introductory marketing plan
- Product placement and point of sale advice
- Employee management seminar
- Periodic review of expansion plans, when appropriate

PREIT will provide kiosk owners operating in the Gallery during 2014 a right of first offer to relocate back into the Gallery once the reconstruction has been completed and will provide these kiosk owners with the professional mentoring and technical assistance services of PREIT's Home Grown Retail Development Pilot.

Food and Beverage Minority Entrepreneur Initiative

The new merchandising plan for the Project features venues for specialty prepared foods in an expanded floor plate concept. PREIT will identify food concepts which complement the broader merchandising plan and select targeted concepts for placement. PREIT will reserve specialty food space for placement of Philadelphia minority food vendors drawn from the following pool of candidates:

- The Center for Culinary Enterprises at the Enterprise Center
- The Philadelphia branch of The Network for Teaching Entrepreneurship
- Other local neighborhood retailer associations identified by the Office of Economic Opportunity


Retail Employment - Local Residents

PREIT completed a survey of the Gallery tenants to determine the residency of employees. The survey revealed that 483 of the 737 (65.5%) of employees reside in Philadelphia. The current tenants conducted their own employee recruitment and hiring. PREIT expects that future tenants will continue that practice. PREIT will notify current and prospective tenants that PREIT and the City share the goal of promoting the hiring of Philadelphia residents at the Gallery and will utilize the Philadelphia Workforce Development Agency to identify potential local employee pools.

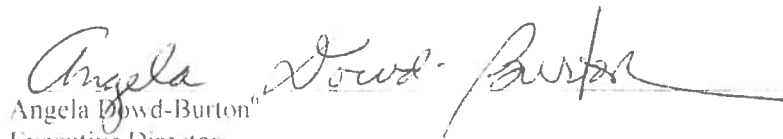
Retail Employment - Youth

PREIT, in cooperation with its tenants, will develop a youth employment recruitment program that will provide Philadelphia area high school students with part-time and full-time positions at the Gallery. PREIT will coordinate through the proper agency to accomplish programs for Hotel, Restaurant, Travel, and Tourism and Business and Technology to expand the curriculum to include retail support training to ensure an adequate candidate pool. A publicized Job Fair will also be scheduled in coordination with the construction phasing. Finally, PREIT will encourage tenants to hire successful high school graduates in a full time capacity.

PREIT has set a goal of 25-30%M/W/DSBE for the Home Grown Retail program. The project owner will use good and best faith efforts to provide meaningful opportunities to enterprises owned and controlled by a United States veteran.


 Christopher Mrozinski⁵
 Vice President of Development
 PREIT Services LLC on behalf of Owner
 Pennsylvania Real Estate Investment Trust - PREIT

6.1.15
 Date


 Angela Dowd-Burton⁶
 Executive Director
 City of Philadelphia

6/1/2015
 Date

⁵ 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.

⁶ 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.

**FIRST SOURCE EMPLOYMENT AGREEMENT
GALLERY MALL**

THIS FIRST SOURCE EMPLOYMENT AGREEMENT (this “**Agreement**”) is made this _____ day of _____, 2015 (the “**Effective Date**”) between **THE CITY OF PHILADELPHIA**, a municipal corporation and body politic organized and existing under the laws of the Commonwealth of Pennsylvania (the “**City**”), acting through its Department of Commerce (the “**Department**”) and PR Gallery I Limited Partnership, a Pennsylvania limited partnership (the “**Beneficiary**”).

Background

A. The Beneficiary is redeveloping the properties located on the north side of Market Street between 8th and 11th Streets commonly known as the Gallery Mall, including, without limitation, the construction and maintenance of an integrated public access area at the street and lower levels of the Gallery Mall and 801 Market Street to allow convenient access to the regional transportation hub beneath and adjacent to the Gallery Mall (collectively, the “**Entire Redevelopment Project**”).

B. The City is facilitating the Entire Redevelopment Project through the provision to the Beneficiary of the following Financial Assistance (defined below), of which the Beneficiary is a recipient: (1) tax increment financing; and (2) City grant funds, each as more fully described in the agreements listed in **Exhibit A** to this Agreement, attached and made a part hereof,

C. Chapter 17-2000 of The Philadelphia Code (the “**Code**”) requires that the City enter into a First Source Employment Agreement with the Beneficiary as a condition for the Beneficiary’s receipt of the City’s Financial Assistance, requiring the Beneficiary to use the First Source Registry (defined below) as its initial source for obtaining candidates for all New, Entry-Level Jobs (defined below) created directly or indirectly as a result of such Financial Assistance, subject to the below terms and conditions.

D. The Department is the “Designated Department” designated by the Mayor under §17-2000 of the Code to be responsible for the overall implementation and enforcement of Chapter 17-2000 of the Code.

E. The Beneficiary acknowledges that this Agreement and the Beneficiary’s compliance with Chapter 17-2000 of the Code are material inducements for the City’s grant of Financial Assistance to the Beneficiary.

NOW, THEREFORE, in consideration of the terms, covenants and conditions hereinafter set forth, with the intention of being legally bound hereby, the parties hereto agree as follows:

1. **Background**. The Background set forth above is incorporated by reference herein.

2. Definitions.

a. “**Applicable Law(s)**” means all applicable present and future federal, state, municipal laws, ordinances, codes, rules, regulations, statutes, orders and requirements, as may be amended from time to time, including without limitation, The City of Philadelphia Home Rule Charter, The Philadelphia Code (including, without limitation, Chapter 17-2000 thereof), and the Americans With Disabilities Act of 1990, P.L. Section 101-336, generally codified at 42 U.S.C. § 1201 et seq.

b. “**City-related Agency**” means all authorities and quasi-public corporations which either: (i) receive appropriations from the City; (ii) have entered into continuing contractual or cooperative relationships with the City; or (iii) operate under legal authority granted to them by City ordinance.

c. “**Community Referral Agency**” means any organized job registry or employment referral organization operated by a nonprofit organization or union approved by the City as satisfying the following requirements: (i) the agency has established a community membership base and record of conducting outreach to low and moderate income neighborhoods in Philadelphia; and (ii) the agency has a track record of nondiscriminatory employment referral and job placement with respect to race, color, religion, national origin, gender, gender orientation, age, marital or family status, or disability unrelated to job ability. As of the Effective Date, the Community Referral Agency is Philadelphia Work-, Inc., a non-profit corporation with a place of business at One Penn Center at Suburban Station 1617 JFK Boulevard, 13th Floor, Philadelphia PA 19103, or such organization as the City may designate from time to time in its discretion.

d. “**Entry-level Job(s)**” means work that requires little to no formal vocational training, education or prior experience in the field or profession beyond on-the-job training.

e. “**Financial Assistance**” means any grant, loan, incentive or abatement subject to City Council approval in the amount of twenty-five thousand dollars (\$25,000.00) or more that is provided to the Beneficiary with the authority or approval of the City or a City-related Agency, including but not limited to, bond financing subsidies, Tax Increment Financing (TIF) aid, industrial development bonds, use of the power of eminent domain, Community Development Block Grant (CDBG) loans or grants, airport revenue bonds, Enterprise Zone designations, and aid from the Philadelphia Works, Inc. (successor to the Philadelphia Workforce Development Corporation) or other similar agencies.

f. “**First Source Candidate(s)**” means an individual on the First Source Registry who meets the minimum qualifications and requirements of an Entry-level Job.

g. “**First Source Period**” means a period of ten (10) business days following notice by the Beneficiary to the Department or, if directed by the Department, to the Community Referral Agency of New, Entry-level Jobs projected or created as a direct or indirect result of Financial Assistance.

h. **“First Source Registry”** means a listing of Philadelphia residents compiled and maintained by the Department or the Community Referral Agency on behalf of the Department for the purpose of employment referrals, including but not limited to the Commonwealth of Pennsylvania Department of Labor and Industry’s Commonwealth Workforce Development System.

i. **“Good Faith Efforts”** means documentation submitted by the Beneficiary to the Department or if directed by the Department, to the Community Referral Agency which includes the following:

- (i) Timely, written notification projecting New, Entry-level Jobs;
- (ii) Written description of specific job qualifications and the minimum requirements for each New, Entry-Level Job;
- (iii) Written verification of compliance with the First Source Period timetable as provided in Section 17-2006(2) of the Code;
- (iv) Timely, written notification of the First Source Candidates that were either contacted, interviewed, hired or rejected; and
- (v) Such other information as the Department may request from time to time in its sole discretion in order to implement and enforce Chapter 17-2000 of the Code.

j. **“Lease”** That certain Amended and Lease and Redevelopment Agreement dated ___ by and between Philadelphia Redevelopment Authority (as Landlord) and Beneficiary (as Tenant) with respect to certain property commonly known as Gallery I.

k. **New, Entry-Level Job(s)”** means all newly created Entry-Level Jobs, but excluding vacancies in New, Entry-level Jobs where such vacancies occur 45 consecutive days or more after the Beneficiary’s Good Faith Efforts to fill the same New, Entry-Level Job.

3. **Term.** The term of this Agreement (the **“Term”**) shall begin on the Effective Date and expires upon the two (2) year anniversary of Beneficiary’s completion, in accordance with the terms of the Lease, of the **“Entire Redevelopment Project”** (as defined in the Lease).

4. **Beneficiary’s Obligations.** The Beneficiary shall make and evidence Good Faith Efforts to fill 100 percent of New, Entry-level Jobs created directly or indirectly as result of Financial Assistance with First Source Candidates in accordance with the terms of this Agreement and Chapter 17-2000 of the Code. Following expiration of the First Source Period, the Beneficiary may fill New, Entry-level Jobs from other sources. For each New, Entry-level Job created directly or indirectly from the City’s Financial Assistance the Beneficiary shall:

a. Notify the Department or, if directed by the Department, the Community Referral Agency of New, Entry-Level Jobs and shall include in such notifications a general description of the job and the minimum requirements for qualified job applicants.

b. Not make any public announcement or advertisement of any New, Entry-Level Job created directly or indirectly as a result of the Financial Assistance during the First Source Period; provided, however, that the Department may waive the First Source Period only if the Beneficiary demonstrates to the satisfaction of the Department that a New, Entry-Level Job will be filled by the transfer or promotion of the Beneficiary's existing or former employee.

c. Accept from the Department or, if directed by the Department, the Community Referral Agency a list of First Source Candidates from the First Source Registry as referrals for employment, unless there are no First Source Candidates for the specific job.

d. Maintain records and submit to the Department or, if directed by the Department, the Community Referral Agency reports containing the following information on a quarterly basis for each of the three (3) month periods ending on March 31, June 30, September 30 and December 31, in the form specified by the Department in its sole discretion, each such report being due to the Department or, if directed by the Department, the Community Referral Agency within seven (7) days following the end of each quarterly reporting period:

- i. The number of New, Entry-Level Jobs covered by this Agreement;
- ii. The number of First Source Candidates and other City residents interviewed;
- iii. The number of First Source Candidates and other City residents employed; and

iv. Such additional information as the Department or, if directed by the Department, the Community Referral Agency may request from time to time in its sole discretion in order to implement and enforce Chapter 17-2000 of the Code.

e. Use Good Faith Efforts to hire First Source Candidate(s) referred to the Beneficiary from the First Source Jobs Registry, provided, however, that the Beneficiary shall not be required to hire any First Source Candidate(s).

f. Insert in its contracts with contractors and leases with tenants provisions requiring, as applicable, such contractors (as to themselves and their subcontractors) and tenants (as to themselves and their subtenants) to comply with (i) the Sections 4(a)-(e) above and Sections 10(a)-(b) below to the extent to which New, Entry-level Jobs are created directly or indirectly with such contractors, subcontractors, tenants and subtenants as a result of Financial Assistance hereunder, and (ii) to permit the audit of their affairs as provided in Section 14 below. The requirement that contractors (and their subcontractors) and tenants (and their subtenants) comply with the provisions of this Section 4(f) is herein defined as the **"Pushdown Provisions."** Beneficiary shall use reasonable and good faith efforts to enforce the Pushdown Provisions. If Beneficiary uses such reasonable and good faith efforts to enforce the Pushdown Provisions, Beneficiary shall not be in default of this Agreement due to the failure of any contractor, subcontractor, tenant or subtenant to comply with the Pushdown Provisions.

5. Indemnification.

a. The Beneficiary shall indemnify, defend and hold harmless the City, and its respective officials, employees, departments, boards, commissions, agents and representatives, including the Community Referral Agency (acting officially or otherwise) (each an **“Indemnified Party”**; collectively, the **“Indemnified Parties”**), whether or not the Indemnified Parties or any other person or entity whatsoever, shall have been negligent, from and against any and all losses, claims, suits, administrative or enforcement actions, public or private cost recovery actions, demands, liabilities, fines (civil or criminal) damages and/or expenses (including, without limitation, legal fees and court costs), at law or in equity, which may be imposed upon or incurred by or asserted against any of them by reason, in whole or in part, of (i) any failure on the part of the Beneficiary, its officers, directors, shareholders, employees or agents to keep, observe or perform any of the provisions contained in this Agreement; or (ii) in the performance of this agreement, any violation or alleged violation of Applicable Law by the Beneficiary, its officers, directors, shareholders, employees or agents.

b. In the event any action or proceeding is brought against an Indemnified Party for which the Beneficiary has indemnified the Indemnified Party, the Beneficiary shall, upon written notice from the Indemnified Party, resist or defend such claim at the Beneficiary’s sole cost and expense (including without limitation, legal and experts’ fees, and litigation costs), and resist or defend such action or proceeding by counsel approved by each Indemnified Party in writing, provided that each Indemnified Party may, if it so desires, engage at its sole expense its own counsel to participate in the defense of any such claim.

c. Without limiting the generality of Section 16 below, the provisions of this Section 5 shall survive expiration of the Term or earlier termination of this Agreement.

6. **Release.** In consideration of the terms, covenants and conditions of this Agreement, the Beneficiary does hereby remise, quitclaim, release and forever discharge, and by these presents does for the Beneficiary’s successors and assigns, and the Beneficiary’s officers, directors, shareholders, employees, agents, and any person claiming under or through any of them (each a **“Releasor”**; collectively, the **“Releasors”**), hereby remise, quitclaim, release and forever discharge the City and its respective officials, employees, departments, boards, commissions, agents and representatives, including the Community Referral Agency (acting officially or otherwise) (each a **“Releasee”**; collectively, the **“Releasees”**) from any and all, and all manner of, actions and causes of action, suits, claims and demands whatsoever at law or in equity which any or all Releasors may have against any or all Releasees relating in any way whatsoever to the exercise of any rights, or performance of any obligations under, this Agreement by the Beneficiary, including without limitation, the evaluation, hiring, employment and/or termination of any First Source Candidate(s).

7. **Compliance with Applicable Laws; Review by City.**

a. Throughout the Term of this Agreement the Beneficiary shall, at its sole cost and expense, comply with all Applicable Laws in the performance of its obligations under this Agreement.

b. Review, approval and/or inspection by the City of any materials submitted or work performed by the Beneficiary in connection with this Agreement shall not constitute any representation, warranty or guaranty by the City as to the substance or quality of the matter reviewed or approved. No person or party shall rely in any way on such review or approval, and at all times the Beneficiary shall use its own independent judgment as to the accuracy and quality of all such matters. The Beneficiary shall use its own independent judgment in evaluating First Source Candidates. The City's review or approval of any matters under this Agreement shall not constitute or be construed to constitute approval otherwise required by any and all City departments, boards and commissions in connection with any and all aspects of such matters.

8. **No City Financial Obligation.** Nothing herein shall impose any financial obligation whatsoever upon the City.

9. **Default; Remedies.**

a. An event of default by the Beneficiary shall occur if the Beneficiary fails to perform or observe any of the terms, provisions, conditions, restrictions and covenants herein contained to be performed or observed by the Beneficiary and such failure continues for fifteen (15) days after written notice thereof from the City to the Beneficiary (or, if such failure cannot with due diligence be cured within said 15-day period, then such additional time as is reasonably required provided Beneficiary promptly commences and diligently prosecutes such cure, but in no event longer than sixty (60) days after written notice from the City (each an “**Event of Default**”).

b. Upon an Event of Default by the Beneficiary, the City shall be entitled to do one or more of the following, in addition to exercising any of their respective rights and remedies available at law or in equity:

i. Withhold payment(s) or any part thereof related to the Financial Assistance pending corrective action.

ii. Require reimbursement of an appropriate amount of the Financial Assistance already provided to the Beneficiary.

iii. Suspend Beneficiary from bidding on and/or participating in future City contracts for up to three (3) years from the Event of Default.

c. The rights and remedies of the City, whether provided at law or in equity, or by this Agreement, shall be cumulative, and the exercise by the City of any one or more of such

rights or remedies shall not preclude the exercise by it, at the same or different times, of any other right or remedy for any default or breach by the Beneficiary.

10. Non-Discrimination.

a. This Agreement is entered into under the terms of The Philadelphia Home Rule Charter and, in its performance, the Beneficiary shall not discriminate nor permit discrimination against any person because of race, color, religion, sex, sexual orientation, ancestry or national origin. Without limiting the generality of Section 10 of this Agreement, the Beneficiary's noncompliance with the provisions of this Section 10 shall constitute a substantial breach of this Agreement entitling the City to take appropriate action to enforce compliance, including without limitation, at the City's option, pursuit of remedies as may be provided in this Agreement, at law or in equity.

b. In accordance with Chapter 17-400 of the Code, the Beneficiary agrees that its payment or reimbursement of membership fees or other expenses associated with participation by its employees in an exclusionary private organization, insofar as such participation confers an employment advantage or constitutes or results in discrimination with regard to hiring, tenure of employment, promotions, terms, privileges or conditions of employment, on the basis of race, color, sex, sexual orientation, religion, national origin or ancestry, constitutes, without limiting the generality of Section 10 of this Agreement, a substantial breach of this Agreement entitling the City to all rights and remedies provided in this Agreement or otherwise available at law or in equity.

c. The Beneficiary agrees to include Paragraphs (a) and (b) of this Section 10, with appropriate adjustments for the identity of the parties, in all contracts which are entered into for work to be performed pursuant to this Agreement.

d. The Beneficiary further agrees to cooperate with the Commission on Human Relations of The City of Philadelphia in any manner which such Commission deems reasonable and necessary to carry out its responsibilities under Chapter 17-400 of the Code. Failure to so cooperate shall, without limiting the generality of Section 10 of this Agreement, constitute a substantial breach of this Agreement, entitling the City to all rights and remedies provided in this Agreement or otherwise available at law or in equity.

11. Intentionally Deleted.

12. Assignment; No Third Party Beneficiaries.

a. The Beneficiary shall not transfer or assign all or any part of its interest under this Agreement without the prior written consent of the City, which consent shall be in the sole discretion of the City, provided, however, that consent by the City shall not be required for any transfer or assignment of this Agreement where Beneficiary has transferred or assigned the Agreement in accordance with the terms and conditions of the Lease. Subject to the preceding

sentence, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

b. The provisions of this Agreement shall not be construed for the benefit of any third party.

13. **Notices.** Any notice, demand, request, consent or waiver to be given in accordance with this Agreement shall be in writing and shall be sent by: (a) United States certified mail, postage prepaid, return receipt requested, (b) hand delivery by courier service with receipt obtained, charges prepaid, (c) overnight mail through a nationally recognized courier, charges prepaid, addressed to the following parties, or (d) by facsimile, with proof of transmission (with hard copy to follow by one of the other recognized methods within one (1) business day) and addressed as follows:

If addressed to Beneficiary: PR Gallery I Limited Partnership
c/o PREIT Services, LLC
200 South Broad Street
The Bellevue, Third Floor
Philadelphia, PA 19102
Attn: Daniel Herman,
Senior Vice President, Development

With a copy to: PR Gallery I Limited Partnership
c/o PREIT Services, LLC
200 South Broad Street
The Bellevue, Third Floor
Philadelphia, PA 19102
Attn: General Counsel

If addressed to the City: City of Philadelphia Department of Commerce
One Parkway Building,- 12th Floor
1515 Arch Street
Philadelphia, PA 19102
Attn: Commerce Director

With a copy to: City of Philadelphia Law Department
Real Estate and Economic Development Division
One Parkway Building – 17th Floor
1515 Arch Street
Philadelphia, PA 19102
Attention: Divisional Deputy City Solicitor, Real
Estate and Economic Development

or to such other address as the party to receive the notice, demand, request, consent or waiver may hereafter designate by written notice to the other party. Such notice, demand, request, consent or waiver shall be deemed given (a) three (3) days following deposit in the U.S. mail, (b) upon receipt in the case of hand delivery, (c) the next business day following deposit with a nationally recognized overnight courier, or (d) the day faxed, except where such fax is transmitted after 5:00 p.m. EST, in which case the next business day. Notices may be given by the parties' respective counsel.

14. **Audit of Affairs.** During the Term of this Agreement, the City Controller shall have the right to audit the affairs of the Beneficiary in connection with this Agreement to the extent required under Section 6-400 of The Home Rule Charter. In order to facilitate such an audit, upon prior reasonable notice, the Beneficiary shall provide the Controller with reasonable access to the Beneficiary's books and financial records in connection with this Agreement.

15. **Severability.** If any term, covenant or condition of this Agreement or the application thereof to any party or circumstance shall, to any extent, be invalid, or unenforceable, the remainder of this Agreement, or the application of such term, covenant or condition to parties or circumstances other than those to which the Agreement was held invalid or unenforceable, shall not be affected thereby and each remaining term, covenant or condition of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

16. **Survival.** Any and all provisions set forth in this Agreement which, by its nature or their nature, would reasonably be expected to be performed after the expiration or earlier termination of this Agreement shall survive and be enforceable after the expiration or earlier termination of this Agreement. Any and all liabilities, actual or contingent, which shall have arisen in connection with this Agreement, shall survive any expiration or termination of this Agreement.

17. **Amendment.** This Agreement may only be amended, modified or supplemented by an agreement in writing signed by the City and the Beneficiary. No oral representations, whenever made, by any official or employee of the City shall be effective to modify the terms and provisions of this Agreement.

18. **Governing Law; Venue.** This Agreement is made in Philadelphia, Pennsylvania, and shall be governed, construed, and decided by the laws of the Commonwealth of Pennsylvania, excluding conflict of law principles. Any proceeding instituted in connection with this Agreement shall be brought exclusively in the United States District Court for the Eastern District of Pennsylvania or the Court of Common Pleas of Philadelphia County.

19. **Entire Agreement.** This Agreement sets forth all the promises, agreements, conditions and understandings by and between the City and the Beneficiary with respect to Chapter 17-2000 of the Code. There are no promises, agreements, conditions or understandings by and between the City and the Beneficiary with respect to Chapter 17-2000 of the Code other than those set forth in the Agreement.

20. **Counterparts.** This Agreement may be executed in on or more counterparts, each of which is an original, and all of which together are a single agreement between the City and the Beneficiary.

[Remainder of the page left intentionally blank; signature pages to follow.]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date and year first above written.

THE CITY OF PHILADELPHIA, by and through its Commerce Department

Approved as to Form:
Shelly R. Smith, City Solicitor

Per: BOR
Divisional Deputy City Solicitor

By: _____
Name: Alan Greenberger
Title: Commerce Director

Beneficiary

PR GALLERY I LIMITED PARTNERSHIP

By: GPM GP LLC, its general partner
By: PM Gallery LP, its sole member
By: PR 8-10 Market GP LLC, a general partner
By: PREIT Associates, L.P., its sole member
By: Pennsylvania Real Estate Investment Trust,
its general partner

By: _____
Name: Bruce Goldman
Title: Executive Vice President, General Counsel & Secretary

and
By: Macerich Gallery Market East GP LLC, a general partner

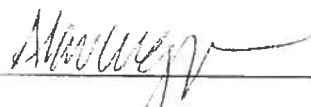
By: _____
Name: Thomas J. Leanse
Title: Senior Executive Vice President, Chief Legal Officer & Secretary

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date and year first above written.

THE CITY OF PHILADELPHIA, by and through its Commerce Department

Approved as to Form:
Shelly R. Smith, City Solicitor

Per: _____
Chief Deputy City Solicitor

By:  _____
Name:
Title: Commerce Director

Beneficiary

PR GALLERY I LIMITED PARTNERSHIP

- By: GPM GP LLC, its general partner
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- By: PREIT Associates, L.P., its sole member
- By: Pennsylvania Real Estate Investment Trust, its general partner

By: _____
Name: Bruce Goldman
Title: Executive Vice President, General Counsel & Secretary

and

By: Macerich Gallery Market East GP LLC, a general partner

By: _____
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Title: Senior Executive Vice President, Chief Legal Officer & Secretary

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Shelly R. Smith, City Solicitor

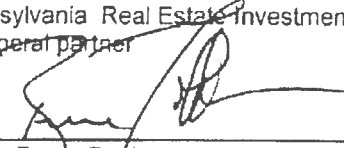
Per: _____
Chief Deputy City Solicitor

By: _____
Name:
Title: Commerce Director

Beneficiary

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By: PM Gallery LP, its sole member
By: PR 8-10 Market GP LLC, a general partner
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By: 
Name: Bruce Goldman
Title: Executive Vice President, General Counsel & Secretary

and
By: Macerich Gallery Market East GP LLC, a general partner

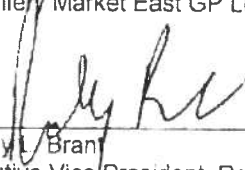
By: 
Name: Randy L. Brant
Title: Executive Vice President, Real Estate

EXHIBIT A

Financial Assistance Description

(1) Tax Increment Financing:

- a. Tax Increment Financing Agreement (Gallery at Market East Tax Increment Financing District), dated _____, 2015, by and among The City of Philadelphia (the "City"), The School District of Philadelphia, the Philadelphia Authority for Industrial Development ("PAID") and _____.

(2) City Grant Funds

- a. Project Funding Agreement (Gallery I), dated _____, 2015, by and between the City and PAID.
- b. Sub-Agreement for Project Funding (Gallery I), dated _____, 2015, by and between PAID.

**FIRST SOURCE EMPLOYMENT AGREEMENT
GALLERY MALL**

THIS FIRST SOURCE EMPLOYMENT AGREEMENT (this “**Agreement**”) is made this ____ day of _____, 2015 (the “**Effective Date**”) between **THE CITY OF PHILADELPHIA**, a municipal corporation and body politic organized and existing under the laws of the Commonwealth of Pennsylvania (the “**City**”), acting through its Department of Commerce (the “**Department**”) and Keystone Philadelphia Properties, LP, a Pennsylvania limited partnership (the “**Beneficiary**”).

Background

A. The Beneficiary is redeveloping the properties located on the north side of Market Street between 8th and 11th Streets commonly known as the Gallery Mall, including, without limitation, the construction and maintenance of an integrated public access area at the street and lower levels of the Gallery Mall and 801 Market Street to allow convenient access to the regional transportation hub beneath and adjacent to the Gallery Mall (collectively, the “**Entire Redevelopment Project**”).

B. The City is facilitating the Entire Redevelopment Project through the provision to the Beneficiary of the following Financial Assistance (defined below), of which the Beneficiary is a recipient: (1) tax increment financing; and (2) City grant funds, each as more fully described in the agreements listed in **Exhibit A** to this Agreement, attached and made a part hereof,

C. Chapter 17-2000 of The Philadelphia Code (the “**Code**”) requires that the City enter into a First Source Employment Agreement with the Beneficiary as a condition for the Beneficiary’s receipt of the City’s Financial Assistance, requiring the Beneficiary to use the First Source Registry (defined below) as its initial source for obtaining candidates for all New, Entry-Level Jobs (defined below) created directly or indirectly as a result of such Financial Assistance, subject to the below terms and conditions.

D. The Department is the “Designated Department” designated by the Mayor under §17-2000 of the Code to be responsible for the overall implementation and enforcement of Chapter 17-2000 of the Code.

E. The Beneficiary acknowledges that this Agreement and the Beneficiary’s compliance with Chapter 17-2000 of the Code are material inducements for the City’s grant of Financial Assistance to the Beneficiary.

NOW, THEREFORE, in consideration of the terms, covenants and conditions hereinafter set forth, with the intention of being legally bound hereby, the parties hereto agree as follows:

1. **Background.** The Background set forth above is incorporated by reference herein.

2. Definitions.

- a. **“Applicable Law(s)”** means all applicable present and future federal, state, municipal laws, ordinances, codes, rules, regulations, statutes, orders and requirements, as may be amended from time to time, including without limitation, The City of Philadelphia Home Rule Charter, The Philadelphia Code (including, without limitation, Chapter 17-2000 thereof), and the Americans With Disabilities Act of 1990, P.L. Section 101-336, generally codified at 42 U.S.C. § 1201 et seq.
- b. **“City-related Agency”** means all authorities and quasi-public corporations which either: (i) receive appropriations from the City; (ii) have entered into continuing contractual or cooperative relationships with the City; or (iii) operate under legal authority granted to them by City ordinance.
- c. **“Community Referral Agency”** means any organized job registry or employment referral organization operated by a nonprofit organization or union approved by the City as satisfying the following requirements: (i) the agency has established a community membership base and record of conducting outreach to low and moderate income neighborhoods in Philadelphia; and (ii) the agency has a track record of nondiscriminatory employment referral and job placement with respect to race, color, religion, national origin, gender, gender orientation, age, marital or family status, or disability unrelated to job ability. As of the Effective Date, the Community Referral Agency is Philadelphia Works, Inc., a non-profit corporation with a place of business at One Penn Center at Suburban Station 1617 JFK Boulevard, 13th Floor, Philadelphia PA 19103, or such organization as the City may designate from time to time in its discretion.
- d. **“Entry-level Job(s)”** means work that requires little to no formal vocational training, education or prior experience in the field or profession beyond on-the-job training.
- e. **“Financial Assistance”** means any grant, loan, incentive or abatement subject to City Council approval in the amount of twenty-five thousand dollars (\$25,000.00) or more that is provided to the Beneficiary with the authority or approval of the City or a City-related Agency, including but not limited to, bond financing subsidies, Tax Increment Financing (TIF) aid, industrial development bonds, use of the power of eminent domain, Community Development Block Grant (CDBG) loans or grants, airport revenue bonds, Enterprise Zone designations, and aid from the Philadelphia Works, Inc. (successor to the Philadelphia Workforce Development Corporation) or other similar agencies.
- f. **“First Source Candidate(s)”** means an individual on the First Source Registry who meets the minimum qualifications and requirements of an Entry-level Job.
- g. **“First Source Period”** means a period of ten (10) business days following notice by the Beneficiary to the Department or, if directed by the Department, to the Community Referral Agency of New, Entry-level Jobs projected or created as a direct or indirect result of Financial Assistance.

h. **“First Source Registry”** means a listing of Philadelphia residents compiled and maintained by the Department or the Community Referral Agency on behalf of the Department for the purpose of employment referrals, including but not limited to the Commonwealth of Pennsylvania Department of Labor and Industry’s Commonwealth Workforce Development System.

i. **“Good Faith Efforts”** means documentation submitted by the Beneficiary to the Department or if directed by the Department, to the Community Referral Agency which includes the following:

- (i) Timely, written notification projecting New, Entry-level Jobs;
- (ii) Written description of specific job qualifications and the minimum requirements for each New, Entry-Level Job;
- (iii) Written verification of compliance with the First Source Period timetable as provided in Section 17-2006(2) of the Code;
- (iv) Timely, written notification of the First Source Candidates that were either contacted, interviewed, hired or rejected; and
- (v) Such other information as the Department may request from time to time in its sole discretion in order to implement and enforce Chapter 17-2000 of the Code.

j. **“Lease”** Those certain Amended and Lease and Redevelopment Agreements dated ___ by and between Philadelphia Redevelopment Authority (as Landlord) and Beneficiary (as Tenant) with respect to certain property commonly known as Gallery II and 1025 Market Street, Philadelphia.

k. **New, Entry-Level Job(s)**” means all newly created Entry-Level Jobs, but excluding vacancies in New, Entry-level Jobs where such vacancies occur 45 consecutive days or more after the Beneficiary’s Good Faith Efforts to fill the same New, Entry-Level Job.

3. **Term.** The term of this Agreement (the **“Term”**) shall begin on the Effective Date and expires upon the two (2) year anniversary of Beneficiary’s completion, in accordance with the terms of the Lease, of the **“Entire Redevelopment Project”** (as defined in the Lease).

4. **Beneficiary’s Obligations.** The Beneficiary shall make and evidence Good Faith Efforts to fill 100 percent of New, Entry-level Jobs created directly or indirectly as result of Financial Assistance with First Source Candidates in accordance with the terms of this Agreement and Chapter 17-2000 of the Code. Following expiration of the First Source Period, the Beneficiary may fill New, Entry-level Jobs from other sources. For each New, Entry-level Job created directly or indirectly from the City’s Financial Assistance the Beneficiary shall:

a. Notify the Department or, if directed by the Department, the Community Referral Agency of New, Entry-Level Jobs and shall include in such notifications a general description of the job and the minimum requirements for qualified job applicants.

b. Not make any public announcement or advertisement of any New, Entry-Level Job created directly or indirectly as a result of the Financial Assistance during the First Source Period; provided, however, that the Department may waive the First Source Period only if the Beneficiary demonstrates to the satisfaction of the Department that a New, Entry-Level Job will be filled by the transfer or promotion of the Beneficiary's existing or former employee.

c. Accept from the Department or, if directed by the Department, the Community Referral Agency a list of First Source Candidates from the First Source Registry as referrals for employment, unless there are no First Source Candidates for the specific job.

d. Maintain records and submit to the Department or, if directed by the Department, the Community Referral Agency reports containing the following information on a quarterly basis for each of the three (3) month periods ending on March 31, June 30, September 30 and December 31, in the form specified by the Department in its sole discretion, each such report being due to the Department or, if directed by the Department, the Community Referral Agency within seven (7) days following the end of each quarterly reporting period:

- i. The number of New, Entry-Level Jobs covered by this Agreement;
- ii. The number of First Source Candidates and other City residents interviewed;
- iii. The number of First Source Candidates and other City residents employed; and

iv. Such additional information as the Department or, if directed by the Department, the Community Referral Agency may request from time to time in its sole discretion in order to implement and enforce Chapter 17-2000 of the Code.

e. Use Good Faith Efforts to hire First Source Candidate(s) referred to the Beneficiary from the First Source Jobs Registry, provided, however, that the Beneficiary shall not be required to hire any First Source Candidate(s).

f. Insert in its contracts with contractors and leases with tenants provisions requiring, as applicable, such contractors (as to themselves and their subcontractors) and tenants (as to themselves and their subtenants) to comply with (i) the Sections 4(a)-(e) above and Sections 10(a)-(b) below to the extent to which New, Entry-level Jobs are created directly or indirectly with such contractors, subcontractors, tenants and subtenants as a result of Financial Assistance hereunder, and (ii) to permit the audit of their affairs as provided in Section 14 below. The requirement that contractors (and their subcontractors) and tenants (and their subtenants) comply with the provisions of this Section 4(f) is herein defined as the "**Pushdown Provisions.**" Beneficiary shall use reasonable and good faith efforts to enforce the Pushdown Provisions. If Beneficiary uses such reasonable and good faith efforts to enforce the Pushdown Provisions, Beneficiary shall not be in default of this Agreement due to the failure of any contractor, subcontractor, tenant or subtenant to comply with the Pushdown Provisions.

5. **Indemnification.**

a. The Beneficiary shall indemnify, defend and hold harmless the City, and its respective officials, employees, departments, boards, commissions, agents and representatives, including the Community Referral Agency (acting officially or otherwise) (each an **"Indemnified Party"**; collectively, the **"Indemnified Parties"**), whether or not the Indemnified Parties or any other person or entity whatsoever, shall have been negligent, from and against any and all losses, claims, suits, administrative or enforcement actions, public or private cost recovery actions, demands, liabilities, fines (civil or criminal) damages and/or expenses (including, without limitation, legal fees and court costs), at law or in equity, which may be imposed upon or incurred by or asserted against any of them by reason, in whole or in part, of (i) any failure on the part of the Beneficiary, its officers, directors, shareholders, employees or agents to keep, observe or perform any of the provisions contained in this Agreement; or (ii) in the performance of this agreement, any violation or alleged violation of Applicable Law by the Beneficiary, its officers, directors, shareholders, employees or agents.

b. In the event any action or proceeding is brought against an Indemnified Party for which the Beneficiary has indemnified the Indemnified Party, the Beneficiary shall, upon written notice from the Indemnified Party, resist or defend such claim at the Beneficiary's sole cost and expense (including without limitation, legal and experts' fees, and litigation costs), and resist or defend such action or proceeding by counsel approved by each Indemnified Party in writing, provided that each Indemnified Party may, if it so desires, engage at its sole expense its own counsel to participate in the defense of any such claim.

c. Without limiting the generality of Section 16 below, the provisions of this Section 5 shall survive expiration of the Term or earlier termination of this Agreement.

6. **Release.** In consideration of the terms, covenants and conditions of this Agreement, the Beneficiary does hereby remise, quitclaim, release and forever discharge, and by these presents does for the Beneficiary's successors and assigns, and the Beneficiary's officers, directors, shareholders, employees, agents, and any person claiming under or through any of them (each a **"Releasor"**; collectively, the **"Releasors"**), hereby remise, quitclaim, release and forever discharge the City and its respective officials, employees, departments, boards, commissions, agents and representatives, including the Community Referral Agency (acting officially or otherwise) (each a **"Releasee"**; collectively, the **"Releasees"**) from any and all, and all manner of, actions and causes of action, suits, claims and demands whatsoever at law or in equity which any or all Releasors may have against any or all Releasees relating in any way whatsoever to the exercise of any rights, or performance of any obligations under, this Agreement by the Beneficiary, including without limitation, the evaluation, hiring, employment and/or termination of any First Source Candidate(s).

7. **Compliance with Applicable Laws; Review by City.**

a. Throughout the Term of this Agreement the Beneficiary shall, at its sole cost and expense, comply with all Applicable Laws in the performance of its obligations under this Agreement.

b. Review, approval and/or inspection by the City of any materials submitted or work performed by the Beneficiary in connection with this Agreement shall not constitute any representation, warranty or guaranty by the City as to the substance or quality of the matter reviewed or approved. No person or party shall rely in any way on such review or approval, and at all times the Beneficiary shall use its own independent judgment as to the accuracy and quality of all such matters. The Beneficiary shall use its own independent judgment in evaluating First Source Candidates. The City's review or approval of any matters under this Agreement shall not constitute or be construed to constitute approval otherwise required by any and all City departments, boards and commissions in connection with any and all aspects of such matters.

8. **No City Financial Obligation.** Nothing herein shall impose any financial obligation whatsoever upon the City.

9. **Default; Remedies.**

a. An event of default by the Beneficiary shall occur if the Beneficiary fails to perform or observe any of the terms, provisions, conditions, restrictions and covenants herein contained to be performed or observed by the Beneficiary and such failure continues for fifteen (15) days after written notice thereof from the City to the Beneficiary (or, if such failure cannot with due diligence be cured within said 15-day period, then such additional time as is reasonably required provided Beneficiary promptly commences and diligently prosecutes such cure, but in no event longer than sixty (60) days after written notice from the City (each an "**Event of Default**").

b. Upon an Event of Default by the Beneficiary, the City shall be entitled to do one or more of the following, in addition to exercising any of their respective rights and remedies available at law or in equity:

i. Withhold payment(s) or any part thereof related to the Financial Assistance pending corrective action.

ii. Require reimbursement of an appropriate amount of the Financial Assistance already provided to the Beneficiary.

iii. Suspend Beneficiary from bidding on and/or participating in future City contracts for up to three (3) years from the Event of Default.

c. The rights and remedies of the City, whether provided at law or in equity, or by this Agreement, shall be cumulative, and the exercise by the City of any one or more of such

rights or remedies shall not preclude the exercise by it, at the same or different times, of any other right or remedy for any default or breach by the Beneficiary.

10. Non-Discrimination.

a. This Agreement is entered into under the terms of The Philadelphia Home Rule Charter and, in its performance, the Beneficiary shall not discriminate nor permit discrimination against any person because of race, color, religion, sex, sexual orientation, ancestry or national origin. Without limiting the generality of Section 10 of this Agreement, the Beneficiary's noncompliance with the provisions of this Section 10 shall constitute a substantial breach of this Agreement entitling the City to take appropriate action to enforce compliance, including without limitation, at the City's option, pursuit of remedies as may be provided in this Agreement, at law or in equity.

b. In accordance with Chapter 17-400 of the Code, the Beneficiary agrees that its payment or reimbursement of membership fees or other expenses associated with participation by its employees in an exclusionary private organization, insofar as such participation confers an employment advantage or constitutes or results in discrimination with regard to hiring, tenure of employment, promotions, terms, privileges or conditions of employment, on the basis of race, color, sex, sexual orientation, religion, national origin or ancestry, constitutes, without limiting the generality of Section 10 of this Agreement, a substantial breach of this Agreement entitling the City to all rights and remedies provided in this Agreement or otherwise available at law or in equity.

c. The Beneficiary agrees to include Paragraphs (a) and (b) of this Section 10, with appropriate adjustments for the identity of the parties, in all contracts which are entered into for work to be performed pursuant to this Agreement.

d. The Beneficiary further agrees to cooperate with the Commission on Human Relations of The City of Philadelphia in any manner which such Commission deems reasonable and necessary to carry out its responsibilities under Chapter 17-400 of the Code. Failure to so cooperate shall, without limiting the generality of Section 10 of this Agreement, constitute a substantial breach of this Agreement, entitling the City to all rights and remedies provided in this Agreement or otherwise available at law or in equity.

11. Intentionally Deleted.

12. Assignment; No Third Party Beneficiaries.

a. The Beneficiary shall not transfer or assign all or any part of its interest under this Agreement without the prior written consent of the City, which consent shall be in the sole discretion of the City, provided, however, that consent by the City shall not be required for any transfer or assignment of this Agreement where Beneficiary has transferred or assigned the Agreement in accordance with the terms and conditions of the Lease. Subject to the preceding

sentence, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

b. The provisions of this Agreement shall not be construed for the benefit of any third party.

13. **Notices.** Any notice, demand, request, consent or waiver to be given in accordance with this Agreement shall be in writing and shall be sent by: (a) United States certified mail, postage prepaid, return receipt requested, (b) hand delivery by courier service with receipt obtained, charges prepaid, (c) overnight mail through a nationally recognized courier, charges prepaid, addressed to the following parties, or (d) by facsimile, with proof of transmission (with hard copy to follow by one of the other recognized methods within one (1) business day) and addressed as follows:

If addressed to Beneficiary: Keystone Philadelphia Properties, LP
c/o PREIT Services, LLC
200 South Broad Street
The Bellevue, Third Floor
Philadelphia, PA 19102
Attn: Daniel Herman,
Senior Vice President, Development

With a copy to: Keystone Philadelphia Properties, LP
c/o PREIT Services, LLC
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The Bellevue, Third Floor
Philadelphia, PA 19102
Attn: General Counsel

If addressed to the City: City of Philadelphia Department of Commerce
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1515 Arch Street
Philadelphia, PA 19102
Attn: Commerce Director

With a copy to: City of Philadelphia Law Department
Real Estate and Economic Development Division
One Parkway Building – 17th Floor
1515 Arch Street
Philadelphia, PA 19102
Attention: Divisional Deputy City Solicitor, Real
Estate and Economic Development

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14. **Audit of Affairs.** During the Term of this Agreement, the City Controller shall have the right to audit the affairs of the Beneficiary in connection with this Agreement to the extent required under Section 6-400 of The Home Rule Charter. In order to facilitate such an audit, upon prior reasonable notice, the Beneficiary shall provide the Controller with reasonable access to the Beneficiary's books and financial records in connection with this Agreement.

15. **Severability.** If any term, covenant or condition of this Agreement or the application thereof to any party or circumstance shall, to any extent, be invalid, or unenforceable, the remainder of this Agreement, or the application of such term, covenant or condition to parties or circumstances other than those to which the Agreement was held invalid or unenforceable, shall not be affected thereby and each remaining term, covenant or condition of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

16. **Survival.** Any and all provisions set forth in this Agreement which, by its nature or their nature, would reasonably be expected to be performed after the expiration or earlier termination of this Agreement shall survive and be enforceable after the expiration or earlier termination of this Agreement. Any and all liabilities, actual or contingent, which shall have arisen in connection with this Agreement, shall survive any expiration or termination of this Agreement.

17. **Amendment.** This Agreement may only be amended, modified or supplemented by an agreement in writing signed by the City and the Beneficiary. No oral representations, whenever made, by any official or employee of the City shall be effective to modify the terms and provisions of this Agreement.

18. **Governing Law; Venue.** This Agreement is made in Philadelphia, Pennsylvania, and shall be governed, construed, and decided by the laws of the Commonwealth of Pennsylvania, excluding conflict of law principles. Any proceeding instituted in connection with this Agreement shall be brought exclusively in the United States District Court for the Eastern District of Pennsylvania or the Court of Common Pleas of Philadelphia County.

19. **Entire Agreement.** This Agreement sets forth all the promises, agreements, conditions and understandings by and between the City and the Beneficiary with respect to Chapter 17-2000 of the Code. There are no promises, agreements, conditions or understandings by and between the City and the Beneficiary with respect to Chapter 17-2000 of the Code other than those set forth in the Agreement.


20. **Counterparts.** This Agreement may be executed in on or more counterparts, each of which is an original, and all of which together are a single agreement between the City and the Beneficiary.

[Remainder of the page left intentionally blank; signature pages to follow.]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date and year first above written.

THE CITY OF PHILADELPHIA, by and through its Commerce Department

Approved as to Form:
Shelly R. Smith, City Solicitor

Per: 
Divisional Deputy City Solicitor

By: _____
Name: Alan Greenberger
Title: Commerce Director

Beneficiary

KEYSTONE PHILADELPHIA PROPERTIES, LP

Keystone Philadelphia Properties, LP

By: GPM GP LLC, its general partner

By: PM Gallery LP, its sole member

By: PR 8-10 Market GP LLC, a general partner

By: PREIT Associates, L.P., its sole member

By: Pennsylvania Real Estate Investment Trust,
its general partner

By: _____
Name: Bruce Goldman
Title: Executive Vice President, General Counsel &
Secretary

and

By: Macerich Gallery Market East GP LLC, a general partner

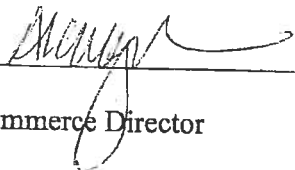
By: _____
Name: Thomas J. Leanse
Title: Senior Executive Vice President, Chief Legal Officer & Secretary

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date and year first above written.

THE CITY OF PHILADELPHIA, by and through its Commerce Department

Approved as to Form:
Shelly R. Smith, City Solicitor

Per: _____
Chief Deputy City Solicitor

By:  _____
Name:
Title: Commerce Director

Beneficiary

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its general partner

By: _____
Name: Bruce Goldman
Title: Executive Vice President, General Counsel &
Secretary

and

By: Macerich Gallery Market East GP LLC, a general partner

By: _____
Name: Thomas J. Leanse
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THE CITY OF PHILADELPHIA, by and through its Commerce Department

Approved as to Form:
Shelly R. Smith, City Solicitor

Per: _____
Chief Deputy City Solicitor

By: _____
Name:
Title: Commerce Director

Beneficiary

KEYSTONE PHILADELPHIA PROPERTIES, LP

Keystone Philadelphia Properties, LP

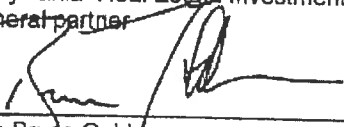
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By: PM Gallery LP, its sole member

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By: Pennsylvania Real Estate Investment Trust,
its general partner

By: 
Name: Bruce Goldman
Title: Executive Vice President, General Counsel & Secretary

and

By: Macerich Gallery Market East GP LLC, a general partner

By: 
Name: Randy L. Brant
Title: Executive Vice President, Real Estate

EXHIBIT A

Financial Assistance Description

(1) Tax Increment Financing:

- a. Tax Increment Financing Agreement (Gallery at Market East Tax Increment Financing District), dated _____, 2015, by and among The City of Philadelphia (the "City"), The School District of Philadelphia, the Philadelphia Authority for Industrial Development ("PAID") and _____.

(2) City Grant Funds

- a. Project Funding Agreement (Gallery II), dated _____, 2015, by and between the City and PAID.
- b. Sub-Agreement for Project Funding (Gallery II), dated _____, 2015, by and between PAID.

SCHEDULE 8.6

CITY CONTRACT PROVISIONS

For purposes of this Schedule, “Code” means The Philadelphia Code, as amended from time to time.

1. Executive Order 7-14: Office of the Inspector General and Duties of Those Involved in Transactions with the City.

The parties contemplate that Tenant will be a recipient of assistance that is realized by, or provided to, Tenant through the authority or approval of the City. Accordingly, in the performance of this Agreement, Tenant shall:

(a) report to the City’s Office of Inspector General (the “OIG”) knowledge of violations subject to investigation by the OIG pursuant to Executive Order 7-14;

(b) cooperate fully with representatives of the OIG by providing complete and accurate information as well as the necessary assistance in matters under investigation;

(c) keep conversations and contact with the OIG confidential, except and to the extent the OIG may authorize disclosure; and

(d) instruct its employees that under no circumstances shall any employee or official take or threaten to take any action of any sort in an attempt to prevent anyone from providing to a City official information regarding conduct that is the subject of Section 3 of Executive Order 7-14, or providing any information to, or cooperating with, the OIG, or retaliate against anyone for doing so or against anyone who is about to do so.

2. Section 16-103 of The Philadelphia Code: Percent for Art.

Tenant acknowledges and agrees that the Entire Redevelopment Project is subject to Section 16-103 of the Code because the construction contract(s) for the Entire Redevelopment Project is contemplated to be paid for in part by the City via one or more forms of financial assistance. Accordingly, Tenant shall devote to the “Fine Arts” (as defined in Section 16-103 of The Philadelphia Code) an amount not to exceed one per cent (1%) of the total dollar amount of the construction contract(s) for the Entire Redevelopment Project (nor to exceed the amount set forth in Section 9.7.2 of the Lease); provided, that the City of Philadelphia Art Commission certifies in writing that said ornamentation is fitting and appropriate to the function and location of the Entire Redevelopment Project.

3. Section 17-107 of The Philadelphia Code: Prevailing Wages.

(a) It is contemplated that Tenant shall be the recipient of “Financial Assistance” as defined in Section 17-107(12) of Code. Accordingly, if the Premises contains, or will contain, a commercial office building of at least 25,000 square feet or a residential building of at least twenty-five (25) dwelling units, whether owned or rented by the occupants thereof, then for the

duration of such “Financial Assistance” or ten (10) years from the issuance of a certificate of approval, whichever is later, all Building Service Employees (as that term is defined in Section 17-107(1)(d)) at the Premises (whether employed by Tenant, the owner, developer or lessee of the Premises, or through a property management company or a contractor) shall be paid at least the applicable prevailing wages; that Tenant will require all sub-lessees and tenants, and Tenant shall itself, comply with and be bound by all provisions of Code Section 17-107(11), as if such work were City-work and Tenant a contractor; and that, upon any violation of Code Section 17-107 and any regulations promulgated thereunder, which is not promptly remedied, such additional sums as may be necessary to remedy the violation shall become due and owing under the Lease. The City may make payments directly to affected employees, out of such additional sums, as may be necessary to remedy the violation.

(b) As a condition of obtaining the “Financial Assistance” referred to in Section 3(a) above, Tenant shall post a bond in an amount sufficient to ensure compliance with the provisions of Code Section 17-107 and any regulations promulgated thereunder. If a violation is not promptly remedied, the City may make or direct payments to be made directly to affected employees, out of the proceeds of such bond, as may be necessary to remedy the violation

4. Section 17-108 of The Philadelphia Code: Wrap-Up Insurance Program for Public Works Projects

Because some portion of the financing for the Entire Redevelopment Project must be approved by City Council, the Entire Redevelopment Project is a “Covered Public Works Project,” as defined in Section 17-108(1)(d), not procured by the City with “Hard Construction Costs” (as defined in Section 17-108(3) of the Code) in excess of \$75 million. Accordingly, Tenant shall create and manage a “Wrap-Up Insurance Program” (as defined in Section 17-108(1)(b) of the Code) in a form approved by the City of Philadelphia Risk Management Division.

5. Chapter 17-1000 of The Philadelphia Code: Employment of Low and Moderate Income Persons.

Tenant, in the execution of any “covered construction contract,” as that term is defined in Section 17-1001(4) of the Code will abide by the provisions of Sections 17-1002 and 17-1003 of the Code relating to Contract Requirements and Reporting Requirements, as though the Lease were directly subject to such provisions.

6. Chapter 17-1300 of The Philadelphia Code: Philadelphia 21st Century Minimum Wage and Benefits Standard.

(a) Tenant is a “City Financial Aid Recipient” as such term is defined in Chapter 17-1300 of the Code. Any sublease of property or equipment from Tenant to a person or entity meeting the definition of City Financial Aid Recipient in Section 17-1302(2) of the Code also shall be subject to Chapter 17-1300 of the Code, as are any sublease and sublessee at any tier meeting the definition of City Financial Aid Recipient (Chapter 17-1300 is accessible at <http://www.amlegal.com/library/pa/philadelphia.shtml>.) If such City Financial Aid Recipient (or any such sublessee at any tier) is also an “Employer,” as that term is defined in Section 17-

1302(5) (more than 5 employees), and further described in Section 17-1303(5) of the Code then, absent a waiver and in addition to any applicable state and federal requirements, the requirements of Section 17-1300 shall remain in effect during the term of any agreement under which Tenant receives “Financial Assistance” (as defined in Section 17-1401(16) of the Code) in connection with the Entire Redevelopment Project (“Financial Assistance Agreement”) and for a period of five (5) years following receipt of any City Financial Assistance Tenant shall provide, and shall enter into subleases and otherwise cause any sublessees at any tier that are also City Financial Aid Recipients to provide, their respective covered Employees (as defined in Section 17-1302(4)) of the Code), persons who perform work for a covered Employer that arises directly out of City financial aid), with at least the minimum wage standard and minimum benefits standard, and required notice thereof, stated in federal and state law and in Chapter 17-1300 of the Code.

A summary of the current requirements is as follows:

(1) Minimum Wage.

(.a) for the period through December 31, 2014, provide covered Employees with an hourly wage, excluding benefits, that is no less than \$10.88/hour;

(.b) as of January 1, 2015, provide their covered Employees with an hourly wage, excluding benefits, that is no less than \$12/hour;

(.c) commencing as of January 1, 2016, for wages to be provided on and after January 1 of each year during which Chapter 17-1300 is applicable to Tenant in connection with the each and every Financial Assistance Agreement, provide their covered Employees with an hourly wage, excluding benefits, that is no less than the result of multiplying \$12 by the then current CPI Multiplier as annually adjusted. For purposes of determining the minimum hourly wage required, the CPI Multiplier is calculated annually by the City’s Director of Finance by dividing the most recently published Consumer Price Index for all Urban Consumers (CPI-U) as of each January 1 by the CPI-U most recently published as of January 1, 2015. The then current minimum hourly wage applicable to City Financial Aid Recipients will be posted on the City’s web site.

(2) Minimum Benefits.

(.a) to the extent an Employer provides health benefits to any of its employees, provide each full-time, non-temporary, non-seasonal covered Employee with health benefits at least as valuable as the least valuable health benefits that are provided to any other full-time employees of the Employer; and

(.b) provide to each full-time, non-temporary, non-seasonal covered Employee at least the minimum number of earned sick leave days required by Code Section 17-1305(2).

(3) Generally. Notwithstanding the above requirements, to the extent a change in law would require an increase in wages or benefits under Chapter 17-1300 (for example, an increase in the federal minimum wage to \$9.00/hour, which would increase the required City minimum wage to \$13.50 due to the Chapter's requirement of 150% of the federal minimum wage), such new requirement will take effect only at the start of an additional term, if any, commencing on or after the date of the new legal requirement.

(b) If covered, absent a waiver, Tenant shall promptly provide to the City all documents and information as the City may require verifying its compliance, and that of all sublessees at any tier who are City Financial Aid Recipients, with the requirements of Chapter 17-1300. Each covered City Financial Aid Recipient (including all sublessees at any tier who are City Financial Aid Recipients) shall notify each affected Employee what wages and benefits are required to be paid pursuant to Chapter 17-1300.

(c) Absent a waiver, a City Financial Aid Recipient subject to Chapter 17-1300 shall comply with all of its requirements as they exist on the date when the Tenant entered into a Financial Assistance Agreement or into an amendment thereto. Tenant shall take such steps as are necessary to notify its sublessees who are City Financial Aid Recipients of these requirements, and to cause such sublessees to notify lower-tier sublessees that are City Financial Aid Recipients of these requirements, including, without limitation, by incorporating this Section 6, with appropriate adjustments for the identities of the parties, in its subleases with such sublessees. As set forth in Section 17-1312(1), Tenant or sublessee at any tier subject to Chapter 17-1300 that fails to comply with these provisions may, after notice and hearing before the Director of Finance or such other officer or agency designated by the Mayor, be suspended from receiving financial assistance from the City or from bidding on and/or participating in future City contracts, whether as a prime contractor or a subcontractor, for up to three (3) years. As provided in Section 17-1312(2) City Council may also initiate a similar suspension or debarment process. Such suspension or debarment shall be in addition to any of the other sanctions or remedies set forth in Chapter 17-1300 or this Agreement.

(d) Tenant's failure to comply, or the failure of sublessees at any tier who are City Financial Aid Recipients to comply, with the requirements of Chapter 17-1300 shall constitute a substantial breach of each Financial Assistance Agreement entitling the City to all rights and remedies provided in said Financial Assistance Agreement or otherwise available at law or in equity.

(e) Tenant's covered Employees shall be deemed third-party beneficiaries of Tenant's representation, warranty, and covenant to the City under this Section (but not any other section of any Financial Assistance Agreement), and the covered Employees of a Contractor at any tier that is also a covered Employer performing services directly or indirectly under a subcontract at any tier shall be deemed third-party beneficiaries of their Employer's representation, warranty and covenant to Tenant or Tenant's subcontractors at any tier, as the case may be, under this Section (but not any other section of any Financial Assistance Agreement).

(f) The Office of Labor Standards may grant a partial or total waiver of Chapter 17-1300 based on specific stipulated reasons elaborated in Section 17-1304 of the Code. An overview offering guidance on the applicability of, and requirements placed on City contractors and subcontractors by Chapter 17-1300 of the Code is available on the City's website at <https://secure.phila.gov/eContract/> under the "About" link; see "Minimum Wage and Equal Benefits Ordinances Impacting Some City Contractors."

7. Chapter 17-1400 of The Philadelphia Code: Contributions and Other Mandatory Disclosures.

(a) Tenant confirms on behalf of itself and its subcontractors that no Contribution(s) (as defined in Section 17-1401(8) of the Code) have been made, and agrees that none shall be made throughout the term of each and any Financial Assistance Agreement and for five (5) years after the expiration or earlier termination of such Financial Assistance Agreement by Tenant or any party from which a Contribution can be attributed to the Tenant or subcontractor in accordance with Chapter 17-1400, that would render the Tenant or subcontractor, as applicable, ineligible to receive "Financial Assistance" under the provisions of Sections 17-1404(1) and 17-1405 of the Code; and that disclosures made as part of its application to receive Financial Assistance contain no material misstatements or omissions. Failure to comply with this Section 7(a) shall constitute an event of default under each and any Financial Assistance Agreement and render said agreement voidable at the City's option and, as to Contributions made by or attributable to Tenant, shall make the Tenant liable for liquidated damages to the City in the amount of ten percent (10%) of the maximum payments to the Tenant allowed under said Financial Assistance Agreement, whether actually paid. The City may exercise any and all of the remedies set forth in this Section 7, each of which may be pursued separately or in conjunction with such other remedies as the City, in its sole discretion, shall determine. No extension or indulgence granted by the City to Tenant shall operate as a waiver of any of the City's rights in connection with this Section 7. The rights and remedies of the City described in this Section 7, and as described elsewhere in this Financial Assistance Agreement, shall not be exclusive and are in addition to any other rights or remedies available to the City under each and any Financial Assistance Agreement or in equity.

(b) Tenant shall, during the term of any Financial Assistance Agreement, any additional term thereof, and for five (5) years thereafter disclose any Contribution of money or in-kind assistance the Tenant, or any subcontractor or "Consultant" (as defined in Section 17-1401(6) of the Code) utilized by Tenant in connection with the Financial Assistance, has made, or any individual or entity has made if such Contributions can be attributed to Tenant or such subcontractor or Consultant pursuant to the attribution rules of Section 17-1405, during such time period to a 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, and the date and amount of such Contribution.

(c) It shall not be a violation of Section 7(b) if Tenant fails to disclose a Contribution made by a Consultant because Tenant was unable to obtain such information from the

Consultant, provided the Tenant demonstrates that it used reasonable efforts to attempt to obtain such information, including, at a minimum:

(1) Entering into a written agreement with the Consultant for such Consultant's services, before the filing of the application for the Financial Assistance, and before the Consultant communicated with a City department or office, official or employee on behalf of the Tenant;

(2) Including in such agreement a provision requiring the Consultant to provide the Tenant in a timely manner with all information required to be disclosed under the provisions of Chapter 17-1400 of the Code, and providing, in effect, that the agreement will be terminated by the Tenant if the Consultant fails to provide all required information on a timely basis and that no further payments, including payments owed for services performed prior to the date of termination, will be made to the Consultant by or on behalf of the Tenant as of the date of such termination;

(3) Communicating regularly with the Consultant concerning the Consultant's obligations to provide timely information to permit the Tenant to comply with the provisions of Chapter 17-1400; and

(4) Invoking the termination provisions of the written agreement in a full and timely manner.

(d) The Tenant shall, during the term of each and every Financial Assistance Agreement, any additional term, and for five (5) years thereafter, disclose the name and title of each City officer or employee who, during such time period, asked the Tenant, any officer, director or management employee of the Tenant, or any "Person" (as defined in Section 1401(13) of the Code) representing the Tenant, to give money, services, or any other thing of value (other than a Contribution as defined in Section 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 Section 17-1401) given to any Person in response to any such request. The Tenant 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.

(e) The Tenant shall, during the term of each and every Financial Assistance Agreement and for five (5) years thereafter disclose the name and title of each City officer or employee who directly or indirectly advised the Tenant, any officer, director or management employee of the Tenant, or any Person representing the Tenant that a particular Person could be used by the Tenant to satisfy any goals established in a Financial Assistance Agreement or the participation of minority, women, disabled or disadvantaged business enterprises. The Tenant shall also disclose the date the advice was provided, and the name of such particular Person.

(f) The disclosures required by Sections 7(b), (d) and (e) shall be made utilizing the online disclosure update process through Tenant's eContract Philly account which can be accessed on the City's website at www.phila.gov/contracts by clicking on eContract Philly. Such disclosures shall be made within five (5) business days of the action or event requiring Tenant to update its disclosures. In the case of updates to political Contributions made by Tenant required by Section 7(b), the attribution rules of Section 17-1405 shall apply to determine what Contributions must be disclosed under this provision as Contributions of the Tenant. Tenant is

advised that any individual who submits an update on eContract Philly must be an authorized signatory of the Tenant, authorized to make the required updated disclosures.

(g) Reports generated automatically by the online process for the updated disclosures required by Sections 7(b), (d) and (e) will be automatically forwarded to the President and Chief Clerk of Council, and to the Mayor, Director of Finance, Procurement Department, and the Department of Records.

8. Chapter 17-1600 of The Philadelphia Code: Economic Opportunity Plan.

The Entire Redevelopment Project will be a “Covered Project or Contract,” as such term is defined in Section 17-1601 of the Code. Accordingly, as more fully provided in Section 8.4 of the Lease, Tenant shall enter into an Economic Opportunity Plan with the City of Philadelphia Office of Economic Opportunity in a similar form as the form which is attached to and made part of the Lease as Schedule 8.4 and in all respects comply with applicable provisions of Chapter 17-1600 of the Code.

9. First Source Jobs Policy: Chapter 17-2000 of The Philadelphia Code.

Throughout the term of each Financial Assistance Agreement, Tenant shall comply with Chapter 17-2000 of the Code and shall, simultaneously with the execution of any Financial Assistance Agreement shall execute a “First Source Employment Agreement” in a form acceptable to the City.