

**COMMUNITY BENEFITS AGREEMENT**

**between**

**PHILADELPHIA HEALTHCARE PROPERTIES, LLC**

**and**

**NORTHWOOD CIVIC ASSOCIATION and  
NORTHWOOD CONCERNED CITIZENS**

**Dated:           , 2009**

## COMMUNITY BENEFITS AGREEMENT

THIS COMMUNITY BENEFITS AGREEMENT (this “Agreement”), is dated as of \_\_\_\_\_ 2009, between PHILADELPHIA HEALTHCARE PROPERTIES, LLC, a Pennsylvania limited liability company (“PHP”), for itself and on behalf of its affiliates, Eastern Regional Medical Center, Inc., a Pennsylvania corporation (“ERMC”) and Greenwood Holdings, LLC, a Pennsylvania limited liability company (“GH” and together with PHP and ERMC, the “PHP Parties”), and NORTHWOOD CIVIC ASSOCIATION, a Pennsylvania non-profit corporation (the “NCA”) and NORTHWOOD CONCERNED CITIZENS, an unincorporated association (“NCC” and together with NCA, the “Civic Associations”).

### BACKGROUND

A. Civic Associations are local civic associations whose membership consists of the residents and property owners located within the geographical area and community known as the Northwood section of the City of Philadelphia (the “Community”).

B. PHP is the owner of the premises known as “Cancer Treatment Centers of America at Eastern Regional Medical Center,” having an address of 1331 East Wyoming Avenue, and comprising approximately 6.6 acres of land, together with the buildings and improvements thereon, located within the Community at and near the intersection of Wyoming Avenue and Castor Avenue, in the City of Philadelphia (the “Hospital Property”).

C. The Hospital Property is contiguous to certain premises known as “The Knights of Pythias Greenwood Cemetery,” comprising approximately 45.8 acres of land (the “Cemetery Property”), and is bounded on three sides by the Cemetery Property. The Cemetery Property is owned and operated by The Knights of Pythias Greenwood Cemetery Company of Philadelphia, a Pennsylvania non-profit corporation (the “Cemetery Company”).

D. PHP desires to expand certain of the buildings and improvements on the Hospital Property, and desires to purchase and acquire a portion of the Cemetery Property, consisting of approximately 8.87 acres of land (the “Expansion Area”), to accommodate such expansion. PHP further desires to seek all necessary state and local governmental permits, licenses, approvals and certificates (collectively, the “Approvals”) that PHP deems necessary or desirable in order to permit development of the Hospital Property and Expansion Area in accordance with the plan attached hereto as Exhibit A (the “Development Plan”), including, without limitation, (i) the adoption of an ordinance by the City of Philadelphia (the “City”) to change the zoning classifications of the Hospital Property and Expansion Area to an Institutional Development District under the City of Philadelphia Zoning Ordinance, (ii) the issuance of a building permit or permits and certificate or certificates of occupancy by the City Department of Licenses and Inspections, and (iii) any necessary approvals by the City Planning Commission and City Historic Commission.

E. Civic Associations and PHP have reached an agreement, as more particularly set forth below, to develop and implement programs and undertakings intended to foster a productive working relationship between PHP and Civic Associations in order to fulfill the goals of all parties hereto.

NOW THEREFORE, in consideration of the premises and the mutual promises herein contained, and intending to be legally bound hereby, Civic Associations and PHP, hereby agree as follows:

1. Employment Opportunities. PHP shall use reasonable efforts to recruit and hire residents of the Community for employment at the Hospital Property. PHP shall provide residents of the Community with information regarding available employment opportunities at the Hospital Property, which will include posting notices of available employment opportunities on CTCA's website (www.cancercenter.com).

2. Home Buy Now Program. PHP shall promote and encourage the employees of the PHP Parties to purchase homes and reside in the Community. PHP shall participate in the "Philadelphia Home Buy Now" mortgage program, and will match any grant provided by the City of Philadelphia under such program to any employee of any PHP Parties (up to a maximum match of \$2,000, for a total incentive to the employee of \$4,000) that purchases a home in the Community for use as their principal residence.

3. Vendor Opportunities. PHP shall implement a system to provide businesses in the Community with information regarding available vendor opportunities at the Hospital Property and Cemetery Property, which will include posting notices of available opportunities on CTCA's website and the Cemetery Company's website (as described below).

4. Support for Greenwood Cemetery. PHP shall, at PHP's sole cost and expense, provide the following:

(a) PHP shall pay the Cemetery Company the full fair market value of the Expansion Area, \$1,165,000, without any discount or reduction to account for the cost to relocate the existing burials from the Expansion Area. PHP estimates that the burial relocation costs will be in excess of \$3,000,000, and agrees to be solely responsible for the payment of such costs. PHP shall ensure that all of the sale proceeds are used and applied by the Cemetery Company toward the cost of stabilizing the interior and exterior of the historic Rush House located on the Cemetery Property, as well as to restore the entrance gate and receiving vault, and to being the restoration and beautification of the Cemetery Property.

(b) PHP shall provide administrative personnel support to the Cemetery Company and assist the Cemetery Company with the operation of the Cemetery Property, until such time as PHP reasonably determines that the Cemetery Company can manage itself or that further assistance would not be worthwhile.

(c) PHP shall make an annual financial contribution to the Cemetery Company to help the Cemetery Company defray annual operating expenses until such time as PHP reasonably determines that the Cemetery Company can maintain itself or that further financial assistance would not be worthwhile. For calendar year 2009 such contribution shall be not less than \$60,000.

(d) PHP shall provide administrative and management personnel support, and shall engage and pay for architectural, archeological, engineering and legal professional services, to assist the Cemetery Company with the renovation and improvement of Greenwood Cemetery and obtaining the necessary governmental approvals therefor.

(e) PHP shall create and maintain a website for the Cemetery Company ([www.kpgreenwoodcemetery.org](http://www.kpgreenwoodcemetery.org)), which can be used to update the Community on renovations and improvements to the Cemetery Property and to announce other events pertaining to the Cemetery Property.

(f) PHP shall install lighting at the main entranceway to the Cemetery Property and make repairs to the entranceway gate to enable the gate to be secured at night.

(g) PHP shall continue to assist with the beautification of the public streets along the exterior of the Cemetery Property by regularly participating in the volunteer debris removal and clean-up efforts.

5. Traffic. PHP shall undertake a traffic study to determine whether any on-site or off-site improvements are necessary to address any increased traffic resulting from the expansion of the Hospital Property. PHP will develop a traffic plan to address ingress and egress from the Hospital Property.

6. Construction Information. During the initial construction of the improvements to the Hospital Property and Expansion Area, and during any future phase of construction, PHP shall create and implement a plan to provide reasonable notice of the construction schedules and information about the proposed construction activities. As part of this plan, PHP will maintain a website and telephone hotline to respond to residents' concerns relating to construction activities.

7. PHP Communications with Civic Associations. PHP shall provide information on a regular or as needed basis to the designated representatives of the Civic Associations, including the scheduling and timing of construction activities on the Hospital Property and Expansion Area and other matters that would be reasonably likely to materially impact the Community. PHP agrees to make an executive from the PHP Parties available to attend the regular scheduled periodic meetings of the Civic Associations.

8. Support by Civic Associations. Upon request by PHP, Civic Associations agree to provide a letter of support on behalf of the Civic Associations for the Approvals

and Development Plan. Civic Associations agree not to protest, oppose, challenge or appeal the Approvals or the proposed development of the Hospital Property and Expansion Area in accordance with the Development Plan.

9. Term of Agreement. The rights and obligations set forth herein shall commence on the Effective Date and shall continue in effect for a period of not less than one (1) year, and shall continue indefinitely thereafter unless and until terminated any one party hereto providing notice to the other parties.

10. Prior Agreement, Amendments. This Agreement sets forth the entire agreement between the parties hereto, and supersedes all prior and contemporaneous agreements, understandings, warranties or representations. This Agreement may not be changed, modified or amended except in a writing signed by all parties hereto.

11. Assignment, Third Party Beneficiaries. This Agreement is made for the sole benefit of the PHP Parties and Civic Associations, and nothing contained herein, express or implied, is intended to or shall confer upon any other person or entity any third-party beneficiary or any other legal or equitable rights, benefits or remedies of any kind or nature.

12. Governing Law. This Agreement shall be governed and interpreted by and in accordance with the law of the Commonwealth of Pennsylvania.

13. Notices. All Notices provided under this Agreement shall be in writing and shall be deemed given only upon receipt by personal service or by certified or registered mail, postage prepaid, return receipt requested, by the parties at the addresses set forth herein. The parties hereto may designate successors for each of the following by written notice to the other parties. The addresses for notices are as follows:

**Philadelphia Healthcare Properties, LLC**  
c/o Eastern Regional Medical Center  
1331 East Wyoming Avenue  
Suite 4040  
Philadelphia, PA 19124  
Attention: President

**Northwood Civic Association**

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Philadelphia, PA 19124  
Attention: President

**Northwood Concerned Citizens**

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Philadelphia, PA 19124  
Attention: President

14. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

15. Exculpation. This Agreement shall be enforceable only against PHP and Civic Associations, and no partner or member of PHP, or any PHP Parties, or Civic Associations, or any other affiliate of any PHP Parties or Civic Associations, or any officer, director, member or partner of any PHP Parties or Civic Associations, shall have any personal or individual liability of any kind whatsoever hereunder.

IN WITNESS WHEREOF, the undersigned parties, intending to be legally bound hereby, have entered into this Community Development Agreement, to be effective as of the Effective Date.

**PHILADELPHIA HEALTHCARE  
PROPERTIES, LLC**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**NORTHWOOD CIVIC ASSOCIATION**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**NORTHWOOD CONCERNED CITIZENS**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_