

EXHIBIT “A”
SUMMARY OF KEY TERMS OF PROPOSED AGREEMENTS
REGARDING THE LEASING AND LICENSING OF PORTIONS OF THE
PREMISES LOCATED AT 5000 SUMMERDALE AVENUE AND 5501
WHITAKER AVENUE, PHILADELPHIA, PENNSYLVANIA FOR THE USE OF
THE PHILADELPHIA GAS WORKS

1. Prime Landlord: NP Philadelphia Summerdale Industrial, LLC (“Prime Landlord”), as owner of the Summerdale Parcel, and tenant/licensee/easement Grantee of portions of the Whitaker Parcel .
2. Landlord: The Philadelphia Municipal Authority (“Landlord”) (as tenant of Prime Landlord).
3. Tenant: Philadelphia Gas Works (“Tenant”) by Philadelphia Facilities Management Corporation (“PFMC”) as tenant of Landlord.
4. Lease: That certain lease between Prime Landlord and Landlord for the Property (defined below) (the “Lease”)
5. Sublease: That certain sublease between Landlord and Tenant, whereby Landlord shall sublease and sublicense the Property to Tenant substantially upon the same terms and conditions of the Lease, as described below (the “Sublease”), it being understood that the Lease and Sublease are intended to be back-to-back agreements.
6. Summerdale Parcel: Land and improvements with an address of 5000 Summerdale Avenue, Philadelphia, Pennsylvania 19124 (the “Summerdale Parcel”).
7. Whitaker Parcel: Land and improvements with an address of 5501 Whitaker Avenue, Philadelphia, Pennsylvania 19124 (the “Whitaker Parcel”).
8. Property: As generally identified on the “Site Plan” (attached hereto as Attachment “1”):
 - (a) certain leased portions of the Summerdale and Whitaker Parcels, together with the improvements now or hereafter thereon erected, including (i) an approximately 255,000 rentable square foot building to be constructed for office and warehouse space on the Summerdale Parcel (the Building”), and (ii) all parking spaces to be constructed on the Summerdale Parcel, and
 - (b) certain licensed shared common areas on the Summerdale Parcel and the Whitaker Parcels for ingress and egress use on a non-exclusive, licensed basis,

(collectively, the “Property”).

9. Initial Term: Twenty-Five (25) years, commencing upon the date Prime Landlord delivers to Landlord written notice certifying the Landlord’s Improvements (defined below) are substantially complete, which shall occur no later than April 1, 2022, subject to extension and/or penalties for delay.
10. Renewal Terms: Up to three (3) additional ten (10) year terms at Tenant’s election with written notice given not less than twelve (12) months prior to expiration of the then current term.
11. Initial Term Rent: \$193,722.56¹ per month, with escalations of (i) 5% after five (5) years, and (ii) 3.5% after seven (7) years and every two (2) years thereafter (the “Base Rent”).
12. Renewal Term Rent: Fair market value, determined as follows: (i) Prime Landlord and Landlord shall attempt to agree upon fair market value of the Premises; (ii) should Prime Landlord and Landlord be unable to agree on the fair market value of the Premises, each shall obtain separate appraisals; (iii) if after receipt of written appraisals, Prime Landlord and Landlord are unable to agree upon the fair market value, the two (2) appraisers shall appoint a third appraiser whose appraisal shall be deemed the fair market value for the appropriate Renewal Term of the Lease and Sublease.
13. Landlord’s Improvements. Per the Lease, Prime Landlord, at its sole cost and expense, shall design and construct the “Landlord’s Improvements” which shall collectively consist of: the shell and core of the Building (including interior sanitary sewer, 5psig gas service, 3,000A electrical service, 2-in meter water service, R-20/45-mil roof system, insulated pre-cast walls and 7-inch unreinforced slab, 8" fire main stubbed 5' AFF in building, fire pump and exterior fire loop, all of which shall be code compliant), together with all related site paving and striping, hardscape, landscape, irrigation, detention, storm water management system, utilities, site lighting, sidewalks, continuous underslab 15-mil poly vapor barrier with taped seams, and the removal of those certain underground storage vaults identified as Vaults A-D (collectively, the “Base Improvements”), and certain additional improvements and items for the ultimate use of Tenant, as sublessee under the Sublease (collectively, the “Additional Improvements”).
14. Additional Improvements: Per the Lease, Prime Landlord shall construct the Additional Improvements up to Six Million Two Hundred Eighty-Three Thousand Four Hundred Fifty-Five and 00/100 Dollars (\$6,283,455.00) without increasing the Base Rent under the Lease to Landlord; further Prime Landlord will complete the Additional Improvements up to an additional Eighteen Million and 00/100 Dollars (\$18,000,000.00) which cost shall be shall be amortized into

¹The base rent is expected to increase based upon the final cost of the Additional Improvements (see item 14).

the Base Rent of the Lease at an interest rate of 6.75% over the initial term of the Lease; any additional costs for the Additional Improvements (i.e., over Twenty-Four Million Two Hundred Eighty-Three Thousand Four Hundred Fifty-Five and 00/100 Dollars (\$24,283,455.00)) must be paid by Landlord as additional rent upon commencement of the Lease. All such rental amounts shall be passed through as Tenant's payment obligation under the Sublease, upon the same terms and conditions

15. Tenant Improvements. Tenant, at its sole cost and expense, may perform certain tenant improvements to the Property, including a fueling station, storage tanks, telecomm systems, and satellite dishes, antennae, or other communications equipment subject to Landlord's approval, not to be unreasonably withheld, conditioned or delayed.
16. Additional Rent: Tenant shall pay its proportionate share of shared common area maintenance, operating expenses and taxes.
17. Permitted Uses: General office use, warehousing, parking, vehicle storage, vehicle maintenance, materials storage, installation and operation of a fueling station, storage of trench spoils, innovation center, and any other lawful purpose subject to Prime Landlord's consent, which consent shall not be unreasonably withheld, conditioned or delayed.
18. Maintenance: Tenant shall maintain the leasehold portions of the Property at its sole cost, except with respect to certain structural repairs and replacements which Landlord shall cause to be undertaken by the Prime Landlord.
19. Security Deposit: None.
20. Right of First Refusal to Purchase the Property; Right of First Offer: If at any time, or from time to time during the Term of the Lease, the Prime Landlord receives an offer to purchase the Property², and the Prime Landlord desires to accept such offer, the Prime Landlord shall offer the Property to Landlord, Tenant, and/or the City of Philadelphia under said offer's terms and conditions. Landlord, Tenant, or the City must exercise its right to purchase within 30 days of the Prime Landlord's offer. Landlord shall assign any such opportunity to Tenant. This provision shall not apply to any sale primarily undertaken as part of the reorganization of membership, partnership or other interest in the Prime Landlord. Additionally, if the Prime Landlord chooses to market the Property, after Landlord's rent payment obligation has commenced, Prime Landlord shall notice Landlord of same, and Landlord (or Tenant or the City) shall be afforded the right to make a first offer on Property, within 30 days of Prime Landlord's notice to Landlord.

² Or such portion as is owned by Prime Landlord at the time of offer or marketing.

21. Cooperation between Landlord and Tenant. All of Landlord's rights and obligations in its Lease with Prime Landlord shall be enjoyed and be performed by Tenant in accordance with the Sublease. To the extent permitted by applicable law, Tenant shall indemnify, defend and hold harmless Landlord with respect to any and all claims or damages arising out of the Lease with Prime Landlord or the Sublease. Tenant acknowledges that Landlord's obligations shall be contingent on Prime Landlord's performance of its obligations under the Lease with Landlord.
22. Non-Recourse. Any payments required to be made by PGW (PFMC) as a result of or arising out of entering into the Sublease shall be made solely from the revenues of the Philadelphia Gas Works. Any obligation of Tenant (or PFMC) relating to the Sublease shall be without recourse whatsoever to the City of Philadelphia.
23. Economic Opportunity Plan: Per the Lease, Prime Landlord shall enter into an Economic Opportunity Plan ("EOP") approved by the Mayor's Office of Economic Opportunity with respect to development of the leasehold.

ATTACHMENT 1
SITE PLAN