

COMMUNITY BENEFITS AGREEMENT
&
INDENTURE OF RESTRICTIVE COVENANTS

BE A GEM CROSSING

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This Community Benefits Agreement and Indenture of Restrictive Covenants (this “**Agreement**”) is entered into and dated as of this eighth day of December, 2020 (the “**Execution Date**”) by and between **North10 Philadelphia**, a Pennsylvania nonprofit corporation, **Germantown Liberty Acquisitions, LLC**, a Pennsylvania limited liability company (together with North10 Philadelphia, “**North10**”), and the Broad-Germantown-Erie Collaborative, a Pennsylvania unincorporated nonprofit association (“**BGEC**”), and each of the BGEC Members (as defined in Article I below).

RECITALS

A. North10 is a Philadelphia-based nonprofit organization working to improve the life outcomes for members of the Hunting Park and East Tioga communities (the “**Communities**”) by facilitating economic growth, increasing housing options, enhancing learning opportunities, and promoting wellness in order for current residents and future generations to live happy, healthy, and civically engaged lives. It is the operator of the Lenfest Center at 3890 N. 10th Street in Philadelphia.

B. North10, through a wholly owned subsidiary corporation, purchased the site of the now-shuttered Liberty Motel located at 3256 Germantown Avenue in Philadelphia, together with adjacent parcels located at 3226, 3244, 3250, 3252, 3246-54R, 3254, and 3258 Germantown Avenue (collectively, the “**Project Site**”). The Liberty Motel had been notorious for its deleterious effects on the surrounding community, particularly given its close proximity to Bethune elementary school.

C. North10 has proposed to redevelop the Project Site with approximately 41 units of affordable housing and approximately 12,000 square feet of commercial space in a project to be known as Be A Gem Crossing (the “**Project**”).

D. BGEC is a coalition of community groups serving the Communities immediately around the intersection of Broad Street, Germantown Avenue and Erie Avenue. The BGEC coalition members are: Called to Serve CDC; Nicetown Tioga Improvement Team; Hunting Park United; Hunting Park CRC/NAC; Nicetown Community Development Corporation and North10. BGEC recognizes that any development of the Community will only benefit both current residents and newcomers alike if developers, whether for-profit or non-for-profit, coordinate their development with BGEC.

E. North10, though a member of BGEC, has recused itself from BGEC conversations, deliberations, and negotiations regarding this Agreement, and will not be considered one of the BGEC Members for purposes of this Agreement and the Project. Both BGEC and North10 were represented by independent legal counsel for the purposes of negotiating this Agreement.

F. North10 has expressed a commitment to entering into a community benefits agreement to prioritize local hiring and affordable housing for the Project, and has affirmed its commitment to these goals in communications with BGEC and potential funders of the Project.

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G. BGEC and the North10 have engaged in months of dialogue and negotiations about the Project and the community benefits outlined herein.

H. BGEC's support for the Project is conditioned upon North10 providing the community benefits outlined herein.

I. BGEC and North10 have agreed that entering into this Agreement is the best way to ensure that the economic development and employment opportunities occasioned by the Project benefit community residents and that any potential harms to the community are minimized.

J. North10 intends to form one or more limited liability companies or limited partnerships for the purpose of holding, developing, and operating the Project (individually and collectively, the "**Development Entity**"), and may establish a wholly owned or controlled entity to serve as managing member or general partner in any such entity. Upon the formation of the Development Entity, North10 will assign its interest and duties under this Agreement to the Development Entity as necessary and appropriate in order to ensure compliance with the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, promises and undertakings set forth herein, and other consideration, the receipt and adequacy of which the Parties (as defined below) hereby acknowledge, and intending to be legally bound, the Parties agree and declare that for thirty (30) years from the Execution Date, North10 shall be bound by the conditions and restrictions set forth below with respect to the Project Site.

Article I. Definitions

The capitalized words and phrases used in this Agreement shall have the following meanings (such meanings to be equally applicable to both the singular and plural forms of such words and phrases):

"Agreement" has the meaning set forth above.

"BGEC" has the meaning set forth above.

"BGEC Members" (and each also be a "BGEC Member") shall mean the following entities:

- Called to Serve CDC, a Pennsylvania non-profit corporation;
- Nicetown Tioga Improvement Team, a Pennsylvania unincorporated non-profit association;
- Hunting Park United, a Pennsylvania non-profit corporation;
- Hunting Park CRC, a Pennsylvania non-profit corporation;
- Nicetown Community Development Corporation, a Pennsylvania non-profit corporation

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“Bona Fide Purchaser” has the meaning set forth in Article XIII below.

“Bona Fide Offer” has the meaning set forth in Article XIII below.

“City” means the City of Philadelphia.

“Communities” has the meaning set forth above.

“Community Benefits Fund” means a fund established and managed collectively by BGEC for the purpose of administering community benefits.

“Demo/Construction Contract” has the meaning set forth in Article IV below.

“Demo/Construction Employee” means any individual engaged in Demo/Construction Work for whom at least 25% of the individual’s work hours in a standard pay period are performed at the Project Site, regardless of whether such individual works on a full-time or part-time basis, is permanent or temporary, or is classified as an employee or independent contractor.

“Demo/Construction Employer” shall mean each General Contractor and any entity that employs at least five Demo/Construction Employees in performance of Demo/Construction Work. Notwithstanding the foregoing, an entity retained by North10 solely to perform work to address an Emergency shall not be a Demo/Construction Employer. Notwithstanding the foregoing, an entity retained by the Development Entity solely to perform work to address an Emergency shall not be a Demo/Construction Employer.

“Demo/Construction Employment Requirement” has the meaning set forth in Article 5 below.

“Demo/Construction Hours Requirement” has the meaning set forth in Article 5 below.

“Demo/Construction Phase” means each portion of the Demo/Construction work that is carried out pursuant to a single Demo/Construction Contract between a General Contractor and the Development Entity.

“Demo/Construction Work” shall mean, for the time period between the commencement of the first Demo/Construction Phase and the end of the final Demo/Construction Phase: (i) all physical work performed on the Project Site in furtherance of the Project, including, but not limited to, clean-out, demolition, and construction work; and (ii) all work directly supervising such physical work.

“Demo/Construction Workforce Schedule” has the meaning set forth in Article 5 below.

“Designated Purchaser” has the meaning set forth in Article XIII below.

“Development Entity” has the meaning set forth above.

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“Emergency” shall mean a situation in which (a) a human or animal faces or threatened with bodily injury or (b) property is being damaged or (c) a condition exists which could result in bodily injury to a human or animal or damage to property if not addressed promptly.

“Execution Date” has the meeting set forth above.

“General Contractor” shall mean an entity that executes a Demo/Construction Contract with the Development Entity.

“Hiring Procedure” has the meaning set forth in Article IV below.

“Job Classification” means the three following categories of Demo/Construction Employees and Permanent Employees: Category 1—those who do not supervise any Demo/Construction Employees or Permanent Employees; Category 2—those who supervise at least one Demo/Construction Employee or Permanent Employee; and Category 3—those who supervise at least one Demo/Construction Employee or Permanent Employee in Category 2.

“Jobs Coordinator” has the meaning set forth in Article 5 below.

“Local Business” shall mean a business headquartered in the Near-Neighborhood or Neighborhood whose employees are 51% or more Near-Neighborhood Residents and Neighborhood residents.

“Local Business Reference List” has the meaning set forth in Article VIII below.

“MBE” means an independent business concern that is at least 51% owned and controlled by one or more persons who are Asian, Black, Hispanic or Native American

“Near-Neighborhood Resident” means a person who is not a Resident of the 19140 zip code, but is in the area of North Philadelphia specified in “Exhibit B” to this Agreement.

“Near-Neighborhood” means the geographic area specified as such in “Exhibit B” to this Agreement.

“Neighborhood” means the 19140 zip code. “Exhibit B” to this Agreement shows, for informational purposes only, the boundaries of the 19140 zip code.

“Neighborhood Resident” means a person whose primary residence is in Neighborhood.

“North10” has the meaning set forth above.

“Offered Property” has the meaning set forth in Article XIII below.

“Outreach Team” has the meaning set forth in Article XII below

“Parties” means collectively, and singularly, BGEC, BGEC Members, and North10.

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“Permanent Employee” means any individual engaged in Permanent Work for whom at least 25% of the individual’s work hours in a standard pay period are performed at the Project Site, regardless of whether such individual works on a full-time or part-time basis, is permanent or temporary, or is classified as an employee or independent contractor.

“Permanent Employer” shall mean North10 and any entity that employs at least five Permanent Employees in performance of Permanent Work. Notwithstanding the foregoing, an entity retained by the Development Entity solely to perform work to address an Emergency shall not be a Permanent Employer.

“Permanent Hours Requirement” has the meaning set forth in Article V below.

“Permanent Operations” shall mean the period of time that begins when the first Permanent Employer begins conducting business at the Project.

“Permanent Work” shall mean all work, other than Demo/Construction Work, performed on the Project Site by any individual who is not employed by a governmental body or governmental agency. Permanent Work includes, but is not limited to, all maintenance, security, cleaning, landscaping, service, hospitality, retail, or manufacturing work performed at the Project Site.

“Procuring Parties” shall mean all Permanent Employers, and all other individuals or entities procuring goods or services related to operations within the Project.

“Project” means the development of Be A Gem Crossing on the 3200 block of Germantown Avenue.

“Project Site” has the meaning set forth above.

“Project Website” shall have the meaning set forth in Article XII below.

“Qualifying Procurement Contract” has the meaning set forth in Article VIII Article VIII below.

“Resident” means, for a particular location, a person who intends to reside either permanently or indefinitely in that location and who does in fact reside in that location. A person may only be a Resident of one location at any one time. A person may offer proof of being a Resident through a utility bill, lease, government document, or other similar document evidencing their address.

“ROFO Notice” has the meaning set forth in Article XIII below.

“Selling Party” means any party which holds an interest in the Project or the Project Site, or has rights or obligations under this Agreement, and is contemplating or effectuating a transfer,

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sale or assignment of its interest in the Project, the Project Site, and/or its rights or obligations under this Agreement.

“Substantial Change in Project Plans” means (i) the proposed use for the Project includes any material use other than identified in this Agreement or (ii) North10 ceases involvement in the Project.

“Successor” means successors in interest, transferees, assigns, agents, and representatives.

“Term” means, for each Article herein, the term specified in said Article.

“WBE” means an independent business concern that is at least 51% owned and controlled by one or more women.

Article II. Representations & Warranties

1. North10, to the best of its actual knowledge as of the Execution Date, hereby represents, warrants and covenants to BGEC and the BGEC Members that:

a. North10 intends that the Project will be located on the parcels of land in Philadelphia known as of the Execution Date as 3226 Germantown Avenue, OPA # 882965060; 3244-46 Germantown Avenue, OPA #882931650; 3248 Germantown Avenue, OPA # 885508040; 3250 Germantown Avenue, OPA #885301320; 3252 Germantown Avenue, OPA #885508120; 3254 Germantown Avenue, OPA #885508220; 3246R-54 Germantown Avenue, OPA #885508240; and 3256-58 Germantown Avenue, OPA #883782500; of North10 will request consolidation for development of the Project.

b. Germantown Liberty Acquisitions, LLC is the owner of fee simple title to the Project Site.

c. The execution and delivery of this Agreement and the performance of North10’s obligations hereunder have been duly authorized by all necessary corporate or other action and this Agreement constitutes the legal, valid and binding obligations of North10 in accordance with its terms.

d. North10 shall diligently pursue the construction and development of the Project in a timely manner with good workmanship.

e. North10 has not executed a contract that does or would prevent North10 or any other person or entity from fully carrying out the responsibilities under this Agreement. Such responsibilities, include, but are not limited to, those under Article IV (relating to hiring for Demo/Construction Work) and Article V (related to hiring for Permanent Work).

f. North10 has not received or applied for funds or financing from any source, the acceptance of which does or would prevent them or any other person or entity from

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fully carrying out the responsibilities under this Agreement and none of them will apply for such funds or financing while this Agreement is in effect.

g. The individuals executing this Agreement on behalf of North10 have the authority to execute this Agreement on behalf of North10 and thereby to bind North10 fully to the terms of this Agreement.

h. Notwithstanding the foregoing, if North10 determines in its sole discretion not to pursue the Project or change the uses or intensity thereof for any reason, then, as the sole remedy and recourse under this Agreement, the obligations of BGEC pursuant to Article III below shall immediately terminate.

2. Each of the BGEC Members, to the best of its actual knowledge as of the Execution Date, hereby represents, warrants and covenants to BGEC and the BGEC Members that:

a. The execution and delivery of this Agreement and the performance of such BGEC and such BGEC Member's obligations hereunder have been duly authorized by all necessary corporate or other action and this Agreement constitutes the legal, valid and binding obligations of BGEC and such BGEC Member.

b. Such BGEC Member has not executed a contract that does or would prevent such BGEC Member or any other person or entity from fully carrying out the responsibilities under this Agreement.

Article III. BGEC Support Obligations

1. BGEC Support.

a. Letters of Support. BGEC shall send one letter in unqualified support of the Project to each elected or appointed governmental official, agency, or Project funder reasonably requested by North10. Each letter will be sent on behalf of BGEC, and name each BGEC Member.

b. Meeting & Event Attendance. BGEC shall send at least one representative knowledgeable about the Project to speak in unqualified support of the Project at up to two meetings or events per month if requested by North10, so long as North10 provides at least one week's notice of such a meeting or event, and will use commercially reasonable efforts to send representatives to all other meetings or events relating to the Project, regardless of the number of meetings or amount of notice provided.

2. Non-Opposition. BGEC, and each BGEC Member, shall not oppose the Project, as follows:

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- a. Non-Opposition Definitions.** For the purposes of this Section 2: “covered parties” means organizational leaders of BGEC Members who are authorized to speak or act on behalf of such BGEC Members; “adverse impact” means significant economic or reputational effects that harm the feasibility of the Project or its ability to operate; “statements of opposition” are expressions of opposition, whether written, verbal or otherwise, to the development and operation of the Project; and “cure” means taking action that negates or ameliorates the impact of an alleged statement of opposition.
- b. During the Development Period.** From the date of this Agreement through the issuance of a certificate of occupancy for the Project, Covered Parties shall refrain from expressing or causing to be expressed any statements of opposition in any forum, including comments to the media, in public meetings, and in any private conversations or meetings with elected or appointed governmental officials. Actions by individuals who are not Covered Parties may constitute violations of this section only if (1) such individuals publicly state that they are speaking or acting on behalf of a BGEC Member or are acting at the direction of a Covered Party in a manner designed to avoid compliance with this Agreement; and (2) the action results in, or is likely to result in, an adverse impact.
- c. During Ongoing Operations.** Following the issuance of a certificate of occupancy for the Project, the surviving BGEC obligations under this Section shall be limited to public statements of opposition, including, but not limited to, comments to the media and in public hearings, and only those comments made by, or at the direction of, Covered Parties.
- d. Opportunity to Cure.** If North10 believes a violation of this Section has occurred, North10 shall provide BGEC with prompt notice of the alleged violation and any actual or possible adverse impact. BGEC or such BGEC Member shall have a reasonable opportunity to cure. If, following any such attempt to cure, North10 reasonably determines that the cure was insufficient to mitigate the adverse impact, North10 may declare that BGEC is in breach of this Section and proceed with the remedies permitted under this Agreement. Notwithstanding the foregoing, and in order to ensure prompt resolution of disputes arising under this Section, any actions taken to cure shall not be deemed admissions that a violation of this Section has occurred.

3. Termination of Obligations. Unless otherwise agreed to in writing by BGEC and BGEC Members, the obligations under this Article shall immediately terminate if (a) a Substantial Change in Project Plans occurs and is not approved in writing by BGEC, or (b) North10 has not received an allocation of Low Income Housing Tax Credits from the Pennsylvania Housing Finance Agency (“PHFA”) after applying to PHFA in three separate application cycles.

4. Future Development. Neither BGEC nor any BGEC Member has any obligation under this Agreement to express support for, or refrain from expressing opposition to, any future development activities on or near the Project Site other than the Project.

5. Term. Subject to earlier termination under Section 3 of this Article, the obligations in Section 1 of this Article shall expire with the issuance of a certificate of occupancy for the Project, provided the obligations in Section 2 of this Article will continue for as long as this Agreement remains in effect..

Article IV. Construction Jobs

1. Construction Employment Requirement. North10 shall use commercially reasonable efforts to ensure that Neighborhood Residents and Near-Neighborhood Residents benefit from the construction jobs generated by the Project by complying with the “**Demo/Construction Employment Requirement**” as follows:

a. At least ten percent (10%) of the hours of Demo/Construction Work performed by its Demo/Construction Employees (including both new hires and people previously employed by the Demo/Construction Employer) in each Job Classification are worked by Neighborhood Residents;

b. At least fifty percent (50%) of the hours of Demo/Construction Work performed by its Demo/Construction Employees (including both new hires and people previously employed by the Demo/Construction Employer) in each Job Classification are worked by Philadelphia residents;

c. At least thirty five percent (35%) of the hours of Demo/Construction Work performed by its Demo/Construction Employees (including both new hires and people previously employed by the Demo/Construction Employer) in each Job Classification are worked by minorities;

d. At least eighteen percent (18%) of subcontractors performing Demo/Construction Work shall be MBEs, calculated as the dollar value of MBE contracts relative to all subcontracts; and

e. At least seven percent (7%) of subcontractors performing Demo/Construction Work shall be WBEs, calculated as the dollar value of WBE contracts relative to all subcontracts.

f. (i) the Demo/Construction Employer and North10 have met all of the procedural requirements of this Article and the Hiring Procedure as evidenced by compliance with Section 12 of this Article; and (ii) the Demo/Construction Employer has not received an exemption under Section 8 of this Article.

2. Prevailing Wage. All Demo/Construction Employers shall pay their Demo/Construction Employees, for each hour of work, prevailing hourly wage, either State or

Federal as appropriate, for their craft in effect at the time the Demo/Construction Employee completed that hour of work.

3. Jobs Coordinator. BGEC will designate a person or entity to refer applicants to each Demo/Construction Employer (the “**Jobs Coordinator**”). The role of the Jobs Coordinator is to identify Neighborhood Residents and Near-Neighborhood Residents who meet the criteria for open positions with the Demo/Construction Employers and to refer those applicants to the Demo/Construction Employers. Jeffrey Harley, Executive Director of Called to Serve CDC, shall serve as the Jobs Coordinator unless and until a different person or entity is so designated by BGEC. North10 shall have no obligation to compensate the Jobs Coordinator for its work under this Agreement or with respect to the Project.

4. Construction Office. At least two weeks before the commencement of the first Demo/Construction Phase, North10 shall cause its general contractor to construct a construction office to be built at the Project Site if a construction office does not already exist on the Project Site. The construction office shall provide space for the posting of employment opportunities and for Demo/Construction Employers to conduct interviews. All Demo/Construction Employers shall use their best efforts to conduct interviews for Demo/Construction Work job openings at the construction office in order to facilitate local hiring. Signage stating that job opportunities are available and providing contact information for potential applicants to obtain information about such opportunities shall be prominently displayed on the exterior of the construction office or in another prominent location of the Project Site.

5. Workforce Schedules. At least two weeks before the commencement of each Demo/Construction Phase, the North10 shall submit to BGEC and the Jobs Coordinator a schedule that estimates the number of workers needed, listed by type or skill set (the “**Demo/Construction Workforce Schedule**”). Unless otherwise agreed by BGEC and the Jobs Coordinator, the Demo/Construction Workforce Schedule shall, at minimum, include a grid that lists each material task and the estimated number of workers needed for that two-week period. The general contractor will meet with BGEC and the Jobs Coordinator on a bimonthly basis to review upcoming anticipated workforce needs. These meetings and the Demo/Construction Workforce Schedule shall be designed to best facilitate a search for Neighborhood Residents and Near-Neighborhoods with the appropriate skill set and availability for the Demo/Construction Work. Every two weeks after the two weeks in which North10 provide the first Demo/Construction Workforce Schedule for a particular Demo/Construction Phase, North10 shall provide BGEC and the Jobs Coordinator within an updated Demo/Construction Workforce Schedule. North10 shall use its best efforts to provide these lists before the aforementioned deadlines in order to enable BGEC, the Jobs Coordinator and any other parties involved in the local hiring effort the greatest opportunity to find and prepare qualified applicants.

6. Training Programs and Apprenticeships. As additional consideration for BGEC’s obligations under this Agreement, North10 will provide the programs and apprenticeships described in “Exhibit C” attached hereto

7. Hiring Orientations. In advance of each Demo/Construction Employer’s commencement of its work on the Project, North10 shall schedule an in-person orientation

meeting to which the Jobs Coordinator and representatives of North10, the General Contractor for the relevant Demo/Construction Phase and the Demo/Construction Employer are invited. The Jobs Coordinator shall be invited to all pre-bid and pre-Demo/Construction Work meetings. The orientations shall cover the terms of this Agreement that relate to the Demo/Construction Work, including the Demo/Construction Employment Requirement and the Hiring Procedure. The purpose of the orientations is to establish relationships between the Demo/Construction Employer and the Jobs Coordinator and to ensure that each Demo/Construction Employer has a plan for compliance with the Demo/Construction Employment Requirement.

8. Intentionally omitted.

9. Intentionally omitted.

10. RFP Requirements. All Request for Proposals, Requests for Information, Requests for Quotations, Requests for Qualifications, or any other similar document used by North10 and the General Contractor in the process of identifying or selecting Demo/Construction Employers to work on the Project (an “RFP”) shall state, in the body of the RFP, that any Demo/Construction Employer hired pursuant to the RFP shall be required to meet the Demo/Construction Employment Requirement under this Agreement, including the mandate to use the Hiring Procedure.

11. General Contractor Selection

a. Request for Proposals. Prior to releasing a Request for Proposals for the General Contractor for each Demo/Construction Phase, North10 shall deliver to the Jobs Coordinator a draft of the portions of the Request for Proposals pertaining to the requirements of this Agreement. The Jobs Coordinator shall have an opportunity, within seven (7) days of delivery of the relevant portions of the Request for Proposals, to meet and confer with North10 regarding such language, in order to raise with North10, prior to the release of the Request for Proposals, any concerns regarding whether the Request for Proposals (i) will provide sufficient notice to prospective General Contractors of the requirements of this Agreement and (ii) is well-suited to identifying the General Contractors best equipped to carry out such requirements. Notwithstanding the foregoing, the Jobs Coordinator will be deemed to have no concerns to such language if the Jobs Coordinator does not provide in writing to North10 such concerns within seven (7) days of delivery of the relevant portion of the Request for Proposals.

b. Pre-Bid Meetings. North10 shall invite the Jobs Coordinator to send a representative to any meetings North10 hosts for prospective General Contractor for a Demo/Construction Phase in order to ensure such entities’ understanding of this Agreement. North10 will notify the Jobs Coordinator of the time and location of these meetings at the same time as such notification is provided to prospective bidders.

c. Post-Selection Meeting. Within two weeks after the selection of a General Contractor for a Demo/Construction Phase, the General Contractor and the Jobs Coordinator shall meet with the General Contractor to discuss the General Contractor’s plan for meeting the requirements of this Agreement.

12. Procedural Compliance. In order for North10 to meet the Demo/Construction Employment Requirement under Section 1.f above of this Article, North10 must have substantially and in good faith performed the procedural requirements of this Article and documented the completion of the following required activities with regard to the same:

- a.** Pursuant to Section 4 of this Article, North10's construction or maintenance of a construction office for each Demo/Construction Phase;
- b.** Pursuant to Section 5 of this Article, North10's submission to the Jobs Coordinator of all required Demo/Construction Workforce Schedules for each Demo/Construction Phase;
- c.** Intentionally omitted;
- d.** Pursuant to Section 7 of this Article, the carrying out of all required orientations for each Demo/Construction Phase;
- e.** Intentionally omitted;
- f.** Pursuant to Section 10 of this Article, the inclusion, in each RFP, of the required terms and exhibit.
- g.** Pursuant to Section 11 of this Article, North10's adherence to the requirements related to the selection of, and contracting with, the General Contractor for each Demo/Construction Phase;
- h.** North10's provision to the Jobs Coordinators of all reports pursuant to Section 2 of Article XI of this Agreement; and
- i.** North10's provision to BGEC of evidence of all material recordkeeping relevant to compliance with this Article pursuant Section 5 of Article XI of this Agreement;

Article V. Permanent Jobs

1. Permanent Employment Requirement. North10 shall use commercially reasonable effort to ensure that Neighborhood Residents and Near-Neighborhood Residents benefit from the permanent jobs generated by the Project by complying with the "**Permanent Employment Requirement**" as follows:

- a.** At least twenty-five percent (25%) of the hours of Permanent Work performed by Permanent Employees of non-North10 Permanent Employers, and fifty percent (50%) of the hours of Permanent Work performed by Permanent Employees of North10 (including both new hires and people previously employed by the Permanent Employer) in each Job Classification are worked by Neighborhood Residents or Near-Neighborhood Residents ("**Permanent Hours Requirement**"); or

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b. (i) the Permanent Employer and North10 have met all of the procedural requirements of this Article; and (ii) the Permanent Employer has not received an exemption under Section 7 of this Article.

2. Wage Requirement. North10 and all other Permanent Employers shall pay each Permanent Employee a wage of no less than, on an hourly basis, the lowest hourly wage paid by the City of Philadelphia to City of Philadelphia Employees in effect at any given time. For information purposes only, as the wage amounts are subject to change by action of the City of Philadelphia government, the current wage floor as of the Execution Date is \$13.25 and will rise in future years.

3. Jobs Coordinator. The Jobs Coordinator for the purposes of this Article shall have the same role as defined in Section 3 of Article 5 above. The Jobs Coordinator shall be the same person designated pursuant Section 3 of Article 5 above.

4. Workforce Schedules. At least two weeks prior to any Permanent Employer's commencement of operations at the Project Site, North10 shall provide to BGEC and the Jobs Coordinator a written description of the approximate number and type of jobs that will need to be filled and the basic qualifications necessary each of those jobs. North10 shall use its best efforts to provide these lists before the aforementioned deadlines in order enable BGEC, the Jobs Coordinator, and any other parties involved in the local hiring effort the greatest opportunity to find and prepare qualified applicants.

5. Intentionally omitted.

6. Hiring Orientations. In advance of each Permanent Employer's commencement of operations at the Project, North10 shall schedule an orientation meeting to which the Jobs Coordinator, representatives of North10, and the Permanent Employer will be invited. This orientation shall cover the terms of this Agreement that relate to the Permanent Work, including the Permanent Employment Requirement and the Hiring Procedure. The purpose of the orientations is to establish relationships between the Permanent Employer and the Jobs Coordinator and to ensure that each Permanent Employer has a plan for compliance with the Permanent Employment Requirement.

7. Exemptions. The Jobs Coordinator, in his or her sole reasonable discretion, may exempt a Permanent Employer from the requirement under Section 6 of this Article to attend an orientation before beginning its work on the Project.

The Jobs Coordinator shall only grant an exemption if, after reviewing the Permanent Employer's history of and commitment to hiring and employing local residents, and any other factors relevant to its ability to successfully employ and/or hire Neighborhood Residents or Near-Neighborhood Residents, the Jobs Coordinator determines that the Permanent Employer has a plan, which has a demonstrated ability to materially accomplish the requirements of Section 1.a. of this Article. Any exemption may be granted only by the written assent of the Jobs Coordinator.

The granting of such an exemption shall mean that the exempted Permanent Employer can only meet the Permanent Employment Requirement by complying with Section 1.a above of this Article.

8. Letters of Assent. At least two weeks before any Permanent Employer begins Permanent Work, North10 shall provide BGEC and the Jobs Coordinator with a letter in the form set forth in “**Exhibit E**” (the “**Letter of Assent**”) signed by the Permanent Employer in which the Permanent Employer affirms that it has reviewed a final, executed copy of this Agreement, acknowledges that it is a Permanent Employer under the terms of this Agreement, and agrees to comply with Sections 1, 2 and 6 of this Article applicable to Permanent Employers.

9. Intentionally omitted.

10. Alternative Compliance. In order for North10 to meet the Permanent Employment Requirement under Section 1.f above of this Article, North10 must have substantially and in good faith performed the procedural requirements of this Article and documented the completion of the following required activities with regard to the same:

a. Pursuant to Section 4 of this Article, the submission to BGEC and the Jobs Coordinator of all required workforce schedules for Permanent Work;

b. Intentionally omitted;

c. Pursuant to Section 6 of this Article, the carrying out of all required orientations;

d. Pursuant to Section 8 of this Article, the submission to the Jobs Coordinator of a Letter of Assent from each Permanent Employer;

e. Intentionally Omitted.

f. North10’s provision to the Jobs Coordinators of all reports pursuant to Section 3.a of Article XI of this Agreement; and

g. North10’s provision to the Jobs Coordinator of evidence of all recordkeeping relevant to compliance with this Article pursuant Section 5 of Article XI of this Agreement.

Article VI. Housing

1. Rents. To the maximum extent practicable, for all residential units in the Project, North10 shall establish and collect rents that are affordable for households with incomes at or below the median household income for the Neighborhood. It is acknowledged and agreed that the Project will comply with this requirement so long as the rents are in accordance with the

requirements for the low income housing tax credits under Section 42 of the Internal Revenue Code, as amended.

2. Leasing. To the maximum extent permissible under law and in particular under Section 42 of the Internal Revenue Code, as amended, North10, or any party contracted by North10 to manage leasing of residential units within the Project, shall use its best efforts to prioritize housing opportunities in the Project for individuals and families who live or work in the Neighborhood. At least two (2) weeks prior to publishing or broadcasting any material soliciting applications for leasing of residential units in the Project, North10 or any party contracted to manage leasing shall conduct locally targeted outreach regarding leasing opportunities, which may include, without limitation: notice to housing counseling agencies in the Neighborhood, notice to Neighborhood Registered Community Organizations, targeted local advertising within the Neighborhood, or notification to BGEC Members or other Neighborhood-based nonprofit organizations. It is acknowledged and agreed that North10 is only required to comply with this section to the extent compliance herewith is not prohibited by Section 42 of the Internal Revenue Code.

Article VII. Intentionally omitted.

Article VIII. Procurement

1. Local Procurement Generally. Subject to the terms of this Article, Procuring Parties shall make all diligent efforts, in good faith, to identify and contract with Local Businesses for all procurement of goods and services related to Permanent Operations. When selecting among qualifying Local Businesses, Procuring Parties shall engage in procurement with Local Businesses according to the following priorities:

- a. First priority to minority-owned or women-owned Local Businesses headquartered in the 19140 zip code;
- b. Second priority to any minority-owned or women-owned Local Businesses;
- c. Third priority to any Local Business headquartered in the 19140 zip code;
- d. Fourth priority to any Local Business.

2. Intentionally omitted.

3. Bundled Goods or Services. In the event that a Procuring Party seeks a single contract to address a scope of procurement needs, and is unable to identify a Local Business to fulfill the entire contract, the Procuring Party shall make all diligent efforts, in good faith, to either (i) identify any subset(s) of such procurement needs for which compliance with this Article can be achieved and contract directly with Local Businesses, or (ii) require a non-local contractor to subcontract with Local Businesses to the greatest extent practicable.

4. Intentionally omitted.

Article IX. Mitigation, Upkeep & Safety

1. Intentionally omitted.

2. Intentionally omitted.

3. **Maintenance.** North10 shall keep the area around the Project clean of all debris and litter. North10 shall sweep all sidewalks bordering the Project Site at least once per week. Within one week from the appearance of any graffiti on sidewalks, light poles, signs and street furniture within ten feet of the Project Site, the North10 shall remove such graffiti. North10 shall promptly remove accumulations of snow and ice, and shall treat sidewalks as necessary to ensure pedestrian safety. North10 shall not deposit snow onto streets or parking spaces.

4. **Support for Neighborhood Cleanups.** North10 shall cooperate in good faith with BGEC and BGEC Members to provide in-kind or monetary support for up to four neighborhood cleanups per year.

5. **Safety.** North10 shall employ security personnel to ensure the safety of the Project's tenants, employees, and visitors. At minimum, North10 shall employ at least one security guard at the Project at all times. North10 shall install and maintain exterior lighting at the Project Site to ensure that the area around the Project is well-lit at all times.

6. **Security Cameras.** North10 shall install and maintain security cameras at the Project Site sufficient to record activities at the ground level of the entire perimeter of the Project Site.

7. **Litter Receptacles.** At a minimum, North10 shall install or cause to be installed at least one covered litter receptacle within 10 feet of each public entrance to the Project, and at least one covered litter receptacle on any face of the Project lacking an entrance. North10 shall maintain and empty the litter receptacles as necessary to ensure that they remain safe and usable for both pedestrians and Project invitees.

8. **Term.** Notwithstanding anything to the contrary contained herein, the obligations of North10 set forth in this Article IX shall apply only during the period of construction of the Project, and will be of no further force and effect upon completion of construction of the Project.

Article X. Intentionally omitted.

Article XI. Reporting & Monitoring

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1. Pre-Construction Reporting. Upon the written request of BCEG (but not more often than once every three months) prior to the commencement of construction, North10 shall provide BGEC and the Jobs Coordinator with the following information:

a. Timeline. The current anticipated dates, with respect to the Project, for: (i) releasing a Request for Proposals for a General Contractor for the first Demo/Construction Phase; (ii) obtaining any necessary permits for the first Demo/Construction Phase; (iii) commencing the first Demo/Construction Phase; (iii) completing the first Demo/Construction Phase; (iv) releasing Request for Proposals for a General Contractor any future Demo/Construction Phases; (v) selecting General Contractors for any future Demo/Construction Phases; (v) obtaining any required demolition or building permit for the Demo/Construction Work; (vi) closing on any financing for the Demo/Construction Work; (vii) commencement of any future Demo/Construction Phase; and the (viii) issuance of certificates of occupancy from the City of Philadelphia covering the entire Project.

b. Future Contractors & Tenants. The identity of: (i) any general contractors or subcontractors North10 has contracted with for the Demo/Construction Work and (ii) any persons or businesses North10 with whom North10 has entered into commercial leases.

c. Comment Log. A log of all comments North10 has received from Neighborhood Residents about the Project pursuant to Section 6 of Article XII below.

2. Reporting During Demo/Construction. Starting with commencement of the first Demolition/Construction Phase and continuing until certificates of occupancy have been issued by the City of Philadelphia covering the entire Project, North10 shall provide to BGEC and the Jobs Coordinator reports regarding compliance with this Agreement at least once every three months. Each report shall include:

a. Construction Work Information. Information about Demo/Construction Work performed, disaggregated for each Demo/Construction Employer.

i. Hours. The total number of hours worked in each Job Classification by Neighborhood Residents, Near-Neighborhood Residents, and by all other Demo/Construction Employees.

ii. Hires. The total number of Neighborhood Residents, Near-Neighborhood Residents and other Demo/Construction Employees hired in each Job Classification.

iii. Wages. The minimum and average hourly wage of the Demo/Construction Employees in each Job Classification, disaggregated by Neighborhood Residents, Near-Neighborhood Residents, and other Demo/Construction Employees.

iv. Benefits. A summary of the employment benefits provided to employees in each Job Classification.

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b. Timeline. The current anticipated dates, with respect to the Project, for: (i) 50% completion for construction of the Project; (ii) 95% completion for construction of the Project; and the (iii) issuance of certificates of occupancy from the City of Philadelphia covering the entire Project.

c. Comment Log. A log of all comments North 10 received from Neighborhood Residents about the Project pursuant to Section 6 of Article XII below.

3. Reporting During Permanent Operations. Starting with the commencement of Permanent Operations and for two years thereafter, North10 shall provide BGEC and the Jobs Coordinator with reports once every three months regarding compliance with this Agreement. After two years from the first report under this Section 3, and until the expiration of the Term, North10 shall provide reports once a year. Each report shall include:

a. Permanent Work Information. Information about the Permanent Work performed, disaggregated for each Permanent Employer.

i. Hours. The total number of hours worked in each Job Classification by Neighborhood Residents, Near-Neighborhood Residents, and by all other Permanent Employees.

ii. Hires. The total number of Neighborhood Residents, Near-Neighborhood Residents and other Permanent Employees hired in each Job Classification.

iii. Wages. The minimum and average hourly wage of the Permanent Employees in each Job Classification, disaggregated by Neighborhood Residents, Near-Neighborhood Residents, and other Permanent Employees.

iv. Benefits. A summary of the employment benefits provided to Permanent Employees in each Job Classification.

b. Community Facilities Information. Information about the use of the Community Facilities including, but not limited to, a log of notable community events and uses, and figures reflecting utilization of each Community Facility.

c. Commercial Tenant Information. The current lease commencement and expiration dates for any tenant who has signed a lease for commercial space at the Project and the identity of any prospective tenants North10 is considering.

d. Comment Log. A log of all comments received from Neighborhood Residents about the Project pursuant to Section 6 of Article XII below.

e. Other Information. At the sole discretion of North10, any other information that would further the goals of the community engaging with and benefiting from the Project.

4. Post-Report Meetings. To facilitate an ongoing dialogue about the implementation of this Agreement between the Parties and if requested by BGEC in writing, North10 shall meet with BGEC or the Jobs Coordinator to discuss the reports specified in Sections 2 and 3 of this Article.

5. Recordkeeping. North10 shall maintain records that provide evidence for each item in each report provided under this Article XI for at least one (1) year from the date of the report to which the records relate. To the extent allowed by law, such records shall be made available during normal business hours, at North10's sole expense, to BGEC or the Jobs Coordinator for inspection upon reasonable prior written notice of such a request. Such records may be redacted so that individuals are not identified by name and so that other confidential information, such as social security numbers, are excluded.

Article XII. Community Engagement Program

1. Project Website. North10 shall create and maintain, at its sole cost and expense, a website for the purpose of informing the public about the Project and this Agreement (the "**Project Website**"). The Project Website should be fully accessible to the public within one month of the Execution Date. The Project Website shall include, at minimum, the following information, documents and capabilities:

- a.** A fully executed copy of this Agreement.
- b.** Information about each of the community meetings pursuant to Section 3 of this Article.
- c.** A submission form which visitors to the Project Website may use to submit comments, questions or complaints about the Project or the implementation of this Agreement. The form should be designed so that entries to the submission form, when submitted, are automatically sent to North10 and BGEC. At a BGEC Member's request, North10 shall remove the BGEC Member from the list of persons or entities receiving the submissions.
- d.** Intentionally omitted.
- e.** Any other information or documents North10 reasonably determines will aid in the public's understanding of this Agreement and its implementation.

2. Community Message Board. Subject to obtaining all local approvals, North10 shall install and maintain, at their sole cost and expense, a community message board on the exterior of the Project in the form of a scrolling LED display or sheltered bulletin board, plainly and conspicuously labeled as such (i.e. "Community Information," "Community Message Board," or other similar label), to provide Project-related information to the community and passers-by. The message board shall be fully operational by the date on which Construction Work commences and shall remain fully operational until the expiration of the Term. The message board shall be oriented towards Germantown Avenue and shall be large enough to be

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easily readable by pedestrians walking past the Project site on the sidewalk on the west side of Germantown Avenue. At a minimum, information provided on the message board must include:

- a. A brief description of the Project Website and information about how to access it, in the form of a short URL or other easily accessible method;
- b. Notification of all public meetings required by this Agreement; and
- c. The contact information for the Jobs Coordinator and notifications about employment opportunities including, but not limited to, specific and anticipated job openings..

3. Community Meetings Beginning on the first month after execution of this Agreement, North10 shall regularly attend community meetings, at least eight (8) meetings per year. Unless and until BGEC designates an alternative venue with two weeks advance notice, said community meetings shall be the monthly meetings of the Nicetown Tioga Improvement Team (NTIT). BGEC may waive this attendance requirement in writing, which waiver will not be unreasonably withheld, delayed or conditioned. At all such meetings, North10 shall be available to answer questions and receive feedback.

At each community meeting, North10 shall collaborate with BGEC to facilitate updates and/or discussions about the Project that ensure that the community is informed about the Project's status and receives information about the Project with enough notice to allow for meaningful community input and participation. In addition, the following specific discussions shall occur at certain meetings:

i. Introductory Matters. At the first meeting after execution of this Agreement, the community meeting shall cover topics including, but not limited to, the Parties major commitments and obligations under the Agreement, the timeline for implementation of the Agreement, and the future steps in the community engagement process.

ii. Pre-Demo/Construction. At least one month before the commencement of each Demo/Construction Phase, the community meeting shall cover the terms of the Agreement that apply to that Demo/Construction Phase. The meeting shall cover topics including, but not limited to, the hiring requirements and required procedures and North10's responsibilities to mitigate any potential detrimental impact of demolition or construction on the Neighborhood.

iii. During Demo/Construction. Any meeting taking place during a Demo/Construction Phase shall cover the contents of any reports provided by North10 since the last community meeting, provide updates on the progress of construction, and provide community members with the opportunity to raise concerns about the construction process.

iv. Pre-Permanent Operations Meeting. In the last meeting preceding commencement of Permanent Operations, the community meeting shall cover the terms of the Agreement that apply to the Permanent Operations of the Project. The discussion shall cover topics including, but not limited to, the identity of the Project's tenants or prospective

tenants, the process for hiring for Permanent Employees, and North10's other responsibilities under the Agreement applicable to the Permanent Operations of the Project.

v. **Permanent Operations Meetings.** Any meeting taking place during Permanent Operations shall cover the contents of any reports provided by North10 since the last community meeting, provide updates on the Permanent Operations of the Project, and provide community members with the opportunity to raise concerns about Permanent Operations.

4. **Outreach Team.** BGEC and North10 may collaborate on creating an outreach team (the "**Outreach Team**") to provide information to residents and business owners in the Neighborhood about the Project and this Agreement (including the occurrence of the community meetings outlined in this Article) and to field questions and concerns from residents and business owners about the Project and this Agreement. The Outreach Team may engage in any activities that BGEC and North10 determine will be most effective in achieving the purpose stated above, including, but not limited to, holding block-by-block conversations, distributing flyers, and tabling at community events.

5. **Other Outreach Activities.** BGEC and North10 may carry out and coordinate other outreach activities mutually agreed upon by the BGEC and North10, including block party sponsorships, site tours, social media, and SEPTA advertising.

6. **Comment Log.** North10 shall keep a log of all comments, questions or complaints received about the Project from Neighborhood Residents by any means of communication, including by mail, email, and phone. Notwithstanding the foregoing, North10 shall not be required to keep a log of submissions made via the submissions form on the Project Website, as BGEC will have access to all such submissions pursuant to Section 1.d. of this Article.

Article XIII. Right of First Offer

1. **Notice of Offer.** Whenever a Selling Party decides to market the Project or any portion thereof (the "**Offered Property**") for sale, such Selling Party must first provide a notice (the "**ROFO Notice**") to BGEC in accordance with the notice provisions of this Agreement.

2. **Contents of Notice.** The ROFO Notice shall indicate that Selling Party has decided to sell the Offered Property, offer to sell it to BGEC in accordance with the terms of Article XIII of this Agreement, and set forth in the ROFO Notice the purchase price and all other material terms of the offer to sell the Project.

3. **Right to Purchase.** Subject to any independent legal limitations on the alienation rights of the Selling Party under applicable rules of Section 42 of the Internal Revenue Code, as amended in connection with the Low Income Housing Tax Credit program, for a period of sixty (60) days after receipt of the ROFO Notice, BGEC or a Designated Purchaser shall have the right to purchase the Offered Property in accordance with the terms of the ROFO Notice or on any other terms agreed upon in writing by the Parties. If BGEC or a Designated Purchaser fails to

exercise this right by notice to the Selling Party within the sixty (60) day period, the Selling Party may sell or convey the Offered Property to any party on any terms for a period of two (2) years from the date of the ROFO Notice.

4. Exercise of Right of First Offer. In the event that BGEC or a Designated Party timely notifies the Selling Party that it elects to purchase the Offered Property on the terms provided in the ROFO Notice, the Selling Party and BGEC or the Designated Party shall promptly, but no later than sixty (60) days after the date of notice from the BGEC or a Designated Party to Selling Party exercising its right to purchase, execute such usual and customary documents as shall be required in order to consummate such transaction.

5. Exemptions. Notwithstanding anything to the contrary contained in this Article, the right of first offer set forth herein shall not apply to the following transactions:

- a. Any transfer or conveyance of the Project and the Project Site to an affiliate of North10 or an affiliate of any Successor to North10's interest in the Project and the Project Site;
- b. Any transfer or conveyance of the Project and the Project Site in connection with the exit of the low income housing tax credit investor, such as pursuant to a purchase option or a right of first refusal;
- c. Any transfer in connection with the sale to another nonprofit corporation of all or substantially all of the assets of North 10 or any Successor to North10's interest in the Project and the Project Site; and
- d. Any transfer in connection with the merger or consolidation of North10 (or its Successor) and another nonprofit corporation.

Article XIV. Intentionally omitted

Article XV. Enforcement

1. **Meet and Confer.** In the event any dispute arises between the Parties related to this Agreement, the Parties shall, before taking any other judicial or administrative action concerning that dispute, meet and confer in person in a good-faith effort to resolve the dispute. This obligation shall take place in a timeframe that is reasonable under all of the circumstances, and may be required to take place on very short notice if the dispute is deemed an especially time-urgent matter by any Party.

2. **Nonbinding Mediation.** In the event any such dispute is not resolved pursuant to the foregoing subparagraph, then at any Party's request, the Parties shall participate in non-binding mediation of any dispute related to this Agreement. This obligation shall take place in a timeframe that is reasonable under all of the circumstances, and may be required to take place on very short notice if the dispute is deemed an especially time-urgent matter by any Party. Unless

otherwise agreed to by the Parties, Good Shepherd Mediation Program in Philadelphia shall serve as the mediator for any mediation under this Section.

3. **Litigation.** In the event that an alleged breach is not resolved pursuant to the foregoing subparagraphs, then a Party may commence litigation to seek judicial enforcement of this Agreement.

4. **Remedies.**

a. **Breaches by North10.** In an action by BGEC or a BGEC Member against North10 for any alleged breach, the court may order any equitable or injunctive relief, or issue an order of specific performance, which may include, without limitation, termination of this Agreement. Monetary damages shall not be available as a remedy in such action.

b. **Breaches by BGEC.** In an action by North10 against BGEC or a BGEC Member for any alleged breach under this Agreement, the court may order any equitable or injunctive relief, or issue an order of specific performance, which may include, without limitation, termination of this Agreement. Monetary damages shall not be available as a remedy in such action.

Article XVI. Miscellaneous

1. Notwithstanding anything to the contrary contained in this Agreement, this Agreement is personal to North10 and the terms and conditions set forth herein apply only to North10 and will not be binding or applicable to any successor in interest to North10's interest in the Project Site. The terms and conditions of this Agreement do not run with the land.

2. Intentionally omitted.

3. **BGEC Responsibilities.** When this Agreement sets out a responsibility of BGEC, that responsibility is satisfied when BGEC or any BGEC Member satisfies that responsibility and that responsibility may be enforced by North10 against BGEC and each BGEC Member individually. Obligations of a BGEC Member shall be obligations only of the organization itself as distinct from its associated organizations, constituent organizations or any natural persons.

4. **North10 Responsibilities.** Notwithstanding anything to the contrary in this Agreement, when this Agreement sets out a responsibility of North10, that responsibility may be enforced by BGEC or any BGEC Member against North10. Whenever this Agreement obligates North10 to attend a meeting, North10 shall fulfill that obligation through the attendance of a representative of North10 at the meeting who has full knowledge of, and decision-making authority related to, the subject of the meeting.

5. **BGEC Communications.** When this Agreement requires designation of an entity by BGEC or the granting of consent by BGEC, such designation or consent is effective when communicated by Cynthia Barnes unless and until Cynthia Barnes or a majority of the BGEC

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Members provide notice to North10 that a different person has authority to provide designation or consent for BGEC under this Agreement.

6. Term. This Agreement shall be in effect from the Effective Date until the date (the “**Expiration Date**”) that is the thirtieth (30th) annual anniversary of the Effective Date. Upon the Expiration Date, BGEC will cooperate with North10 to execute and record in the appropriate land records a termination of this Agreement to reflect that the Agreement is no longer in effect. For the avoidance of doubt, the BGEC Members delegate to BGEC authority to execute such termination on their behalf to reflect the expiration of this Agreement.

7. Termination. Subject to Section 3 of Article III above, this Agreement may only be terminated with the written agreement of North10 and BGEC.

8. Change in Project Plans. Should there be a Substantial Change in Project Plans that is not approved in writing by BGEC pursuant to Section 3 of Article III above, then BGEC’s obligations under Article III shall immediately terminate.

9. Solicitation of Funding Sources. If North10 receives an allocation of Low Income Housing Tax Credits, it will provide notice of this Agreement and its material terms when soliciting investors to serve as limited partners in the Development Entity, and when seeking lenders to provide financing for the construction and/or permanent operations of the Project. North10 shall use good faith efforts to solicit and identify investor(s) and lenders who will affirmatively embrace the goals of this Agreement.

10. Assignment. No Party to this Agreement shall assign all or any part of this Agreement without the prior written approval of all other Parties to the Agreement. Notwithstanding the foregoing, North10 may and will transfer some or all of its interest and duties under this Agreement to the Development Entity and/or other wholly owned or controlled entities as necessary and appropriate in order to ensure compliance with the terms of this Agreement, but shall not assign any duties requiring action or performance on the part of North10. Notwithstanding anything to the contrary contained in this Agreement, the ownership interests in the Development Entity may be held by any party or parties so long as North10 has a controlling interest in the managing member or general partner of the Development Entity. North10 shall provide copies of any assignment agreements for review and approval by BGEC.

11. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of BGEC and each BGEC Member, as well as their Successors and any Successors to their Successors. This Agreement shall be binding upon and inure to the benefit of each of North10, as well as each of their Successors and any Successors to their Successors. References in this Agreement to an entity shall be deemed to apply to any Successor of that entity.

12. Scope. This Agreement only applies to the Project as defined in this Agreement. No part of the substance or form of this Agreement shall limit or constrain the substance or form of any future agreement between any of the Parties.

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13. Notices. Any notice, demand or communication required by this Agreement shall be in writing and shall be addressed to the affected Parties at the addresses set forth below. All Notices shall be transmitted by e-mail and then promptly followed by delivery by courier service or by certified mail, return receipt requested. Notices shall be deemed delivered on the day they are transmitted by e-mail. Any Party may change its noticing information by giving notice in compliance with this Agreement. Notice of such a change shall be effective only upon receipt.

To North10:

Joshua Klaris, Executive Director
North10, Philadelphia
3890 N. 10th Street
Philadelphia, PA 19140
josh@north10phl.org

With a Copy To:

Ballard Spahr LLP
210 Lake Drive East, Suite 200
Cherry Hill, New Jersey 08002
Attn: Jeffrey S. Beenstock, Esquire

To BGEC:

Broad Germantown Erie Collaborative
Nictown-Tioga Improvement Team
3621 N 11th Street
Philadelphia, PA 19140
Attn: Cynthia Barnes

With Copies To:

Joseph Jampel, Esq.
Regional Housing Legal Services
2 S. Easton Road
Glenside, PA 19038
joseph.jampel@rhls.org

Justin Hollinger, Esq.
Regional Housing Legal Services
2 S. Easton Road
Glenside, PA 19038
justin.hollinger@rhls.org

Community Benefits Agreement & Indenture of Restrictive Covenants
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And With Copies, By Email Only, To:

1. Charles Lanier, Hunting Park CRC: hunting.parknac@verizon.net
2. Cynthia Barnes, Nicetown Tioga Improvement Team:
cynthiab127@yahoo.com
3. Jeremiah Berry, Hunting Park United: jru5822@me.com
4. Majeedah Rasheed, Nicetown Community Development Corporation:
majeedah@nicetowncdc.org
5. Michael Major, Called to Serve CDC:
mike.major@calledtoservecdc.org
6. Kimberly Niemela, Nicetown Tioga Improvement Team:
kim@cosacosa.org
7. Amelia Price, Called to Serve CDC:
amelia.price@calledtoservecdc.org

To the Jobs Coordinator, By Email Only:

Jeffery Harley, Called to Serve CDC: jeffrey@calledtoservecdc.org

14. Waiver. The waiver of any provision or term of this Agreement by any Party shall not be deemed as a waiver of any other provision or term of this Agreement by that Party. The failure to act upon a breach shall not be deemed as a waiver of any provision or term of this Agreement.

15. Pennsylvania Law. This Agreement shall be construed in accordance with the laws of the Commonwealth of Pennsylvania.

16. Amendments. This Agreement may not be altered, amended or modified, except by an instrument in writing signed by BGEC and North10. For the avoidance of doubt, the written approval of the individual BGEC Members (as opposed to BGEC itself) is not required to alter, amend or modify this Agreement.

17. Counterparts, Execution and Additional Signatories. This Agreement may be executed in counterparts which, taken together, shall constitute one and the same agreement. This Agreement may also be executed and/or delivered by facsimile transmission or email and in such event all facsimile or emailed signatures shall be deemed originals for all purposes hereof. All such signatures and signature pages whenever added shall become a part of this Agreement and the Agreement shall then constitute one and the same document.

18. Incorporation of Recitals. The recitals contained herein are hereby incorporated by this reference and are binding upon the Parties hereto.

19. Headings & Captions. Captions and headings contained herein are for convenience and reference only and in no way define, describe, extend or limit the scope or intent of any provision of this Agreement.

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20. Integration. This Agreement contains the entire understanding between the Parties concerning the subject matter contained herein and supersedes any previous oral or written agreements concerning the subject matter hereof. There are no representations, agreements, arrangements or understandings, oral or written, between or among the parties hereto, relating to the subject matter of this Agreement, which are not fully expressed and/or referred to herein. All exhibits referred to in this Agreement are hereby incorporated in this Agreement by this reference, regardless of whether or not the exhibits are actually attached to this Agreement.

[Signatures on Following Page]

Community Benefits Agreement & Indenture of Restrictive Covenants
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IN WITNESS WHEREOF, the Parties hereto have executed this Agreement the day and year first above written.

North10 Philadelphia, a
Pennsylvania nonprofit corporation

By:  _____

Name: Joshua Klaris

Title: Executive Director

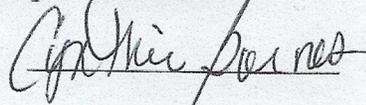
**Germantown Liberty Acquisitions,
LLC**, a Pennsylvania limited liability
corporation

By:  _____

Name: Joshua Klaris

Title: Manager

Broad-Germantown-Erie Collaborative, a Pennsylvania unincorporated association

By: 

Name: Cynthia Barnes

Title: Authorized Representative

Called to Serve CDC, a Pennsylvania non-profit corporation

By: _____

Name: Rev. Michael A. Major, Sr.

Title: President

Hunting Park CRC, a Pennsylvania non-profit corporation

By: _____

Name: Charles Lanier

Title: Executive Director

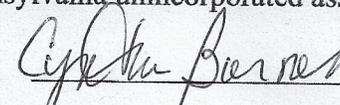
Nicetown Community Development Corporation, a Pennsylvania non-profit corporation

By: _____

Name: Majeedah Rashid

Title: Executive Director

Nicetown Tioga Improvement Team, a Pennsylvania unincorporated association

By: 

Name: Cynthia Barnes

Title: Co-Chairperson

Hunting Park United, a Pennsylvania non-profit corporation

By: _____

Name: Jeremiah Berry

Title: President

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Name: Cynthia Barnes

Title: Authorized Representative

Called to Serve CDC, a Pennsylvania non-profit corporation

By: _____

Name: Rev. Michael A. Major, Sr.

Title: President

Hunting Park CRC, a Pennsylvania non-profit corporation

By: _____

Name: Charles Lanier

Title: Executive Director

Nicetown Community Development Corporation, a Pennsylvania non-profit corporation

By: _____

Name: Majeedah Rashid

Title: Executive Director

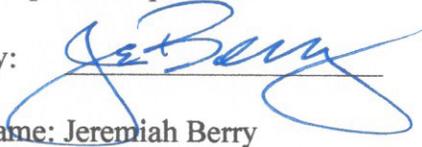
Nicetown Tioga Improvement Team, a Pennsylvania unincorporated association

By: _____

Name: Cynthia Barnes

Title: Co-Chairperson

Hunting Park United, a Pennsylvania non-profit corporation

By:  _____

Name: Jeremiah Berry

Title: President

Exhibit B

Near Neighborhood Resident Definition

A “Near Neighborhood Resident” is a person who is not a Resident in the 19140 zipcode, but is a Resident in the 19132 or 19133 zipcodes, or in the area bounded by the following streets:

- Cecil B. Moore Avenue and 33rd Street to Frankford Avenue
- Frankford Avenue to Castor Avenue
- Castor Avenue to Adams Avenue
- Adams Avenue to Tabor Road
- Tabor Road to Broad Street
- Broad Street to West Olney Avenue
- West Olney Avenue becomes Chew Avenue
- Chew Avenue to Cheltenham Avenue
- Cheltenham Avenue to Wissahickon Avenue
- Wissahickon Avenue to Abbotsford Avenue
- Abbotsford Avenue to Route 1
- Route 1 to Ridge Avenue
- Ridge Avenue to 33rd Street
- 33rd Street to Cecil B. Moore Avenue

This above-described area includes parts of the following zipcodes: 19129, 19141, 19120, 19134, 19121, 19122, and 19144.

For reference purposes only, the below illustration shows the Near Neighborhood and Neighborhood areas. The Near Neighborhood is the area between the red (outermost of the two parameters) and green lines (innermost of the two parameters). The Neighborhood is the area inside of the green line (the innermost of the two parameters):





Exhibit C

Surfacing, Supporting, and Training Neighborhood Talent

North10 Work Ready, Construction Pre-Apprenticeship and Construction Apprenticeship Programs

North10 Work Ready Programs- Overview

As part of its Adult Program, North10, Philadelphia will sponsor job-ready programming. This program will surface and support Neighborhood and Near Neighborhood Residents to enroll and complete work-ready trainings and/or internship placements. We will focus on residents of whom will be from the 'priority populations' as designated by Foundational Analysis for the Lenfest North Philadelphia Workforce Development (as presented on January 16, 2019): Citizenship, ESL Population, People with a Disability, Benefit Recipients, Returning Citizens, Veterans, and Opportunity Youth.

The program will help participants gain valuable job- readiness skills such as resume building, basic computer skills, and interview skills that assist them to find employment.

These services will serve as a 'pipeline' to the North10 Construction Apprenticeship Program.

North10 Construction Pre-Apprenticeship Classroom Program

Beginning in the Fall of 2020, The North10 Construction Pre-Apprenticeship Classroom Program will highlight the core skills required for participants to pass the construction and building trade unions apprenticeship test.

As part of its Adult Program, North10, Philadelphia will sponsor 3 customized Construction Pre-Apprenticeship programs. We will enroll on average 25 participants per cohort at least 76% of whom will be Neighborhood and Near-Neighborhood Residents.

The goals of North10's Construction Pre-Apprenticeship Program are to increase the number of qualified Neighborhood and Near-Neighborhood candidates for building trade entry-level and apprenticeships across all crafts and to increase the retention rate among apprentices by providing them with a deeper understanding of both the industry and the role of craft unions in construction.

North10 Construction Apprenticeships

North10 Apprenticeships provides Neighborhood and Near Neighborhood residents with a structured career pathway that enables them to simultaneously earn money and learn skills.

North10, Philadelphia will sponsor between 6 to 8 part-time (\$13/hr), 90-day, construction apprenticeships at the Lenfest Center and/ or Be a Gem Crossing during construction periods for Neighborhood and Near Neighborhood Residents.

North10 Construction Apprenticeships builds on a time-old tradition in which young people learn a craft or trade from experienced workers. North10 Construction Apprenticeships enables a General or Sub-contractor to provide training and instruction according to their particular needs and to prepare Neighborhood and Near Neighborhood Residents for entry-level or other apprenticeship positions that come available at North10 construction sites. North10 Construction Apprenticeships aim to provide Lenfest Center and/ or Be a Gem Crossing General Contractor and/ or sub-contractors with an additional source of local talent and to increase local talent retention to meet the required hiring goals.

Exhibit E

[Employer Letterhead]

[Date]

Broad-Germantown-Erie Collaborative
c/o Nicetown Tioga Improvement Team
3621 N 11th Street
Philadelphia, PA 19154
Attn: Cynthia Barnes

Re: Letter of Assent – Be A Gem Crossing Community Benefits Agreement

Dear Broad-Germantown-Erie-Collaborative:

I am the [Job Title] of [Employer] (“Employer”). I am a senior-level manager at Employer.

I have shared and discussed the substance of this letter with all senior-level managers at Employer who oversee or have authority over the employment and recordkeeping practices at Employer.

I have reviewed a final, executed copy of the Community Benefits Agreement and Indenture (the “**Agreement**”), dated December 8, 2020, which obligates North10 and its assignees (“North10”) to enforce certain requirements relating to hiring and employment practices at the Be A Gem Crossing project in North Philadelphia. Additionally, I have had the opportunity to review the Agreement with an attorney to ensure that I fully understand my obligations under the Agreement.

I understand that under the Agreement, Employer must meet requirements relating to local hiring, wages, required meetings, and reporting.

Sincerely,

[signature]

[Name]

[Title]