

Record and return to:

Cozen O'Connor
1650 Market Street, Suite 2800
Philadelphia, PA 19103
Attn: Tom Witt

BRT No.: 882339215

AMENDED AND RESTATED

NEIGHBORHOOD DEVELOPMENT AGREEMENT

THIS AMENDED AND RESTATED NEIGHBORHOOD DEVELOPMENT AGREEMENT (this "Agreement") is dated June 7, 2019 and intended to be effective as of June 10, 2019 (the "Effective Date") between LOGAN SQUARE NEIGHBORHOOD ASSOCIATION, a Pennsylvania non-profit corporation ("LSNA") and 2000 ARCH ASSOCIATES LP, a Delaware limited partnership ("Owner") with offices at 150 North Broad Street, Philadelphia, PA 19102.

WHEREAS, Owner is the owner of the real property located at 2000-2024 Arch Street, Philadelphia, PA as more fully described on Exhibit A attached hereto and made a part hereof (the "Property");

WHEREAS, LSNA and Owner entered into that certain Neighborhood Development Agreement dated January 30, 2018 and recorded on March 22, 2018 in the City of Philadelphia Department of Records as Document ID No. 53341654 ("Prior Neighborhood Development Agreement") with respect to the Project (as defined in the Prior Neighborhood Development Agreement);

WHEREAS, as contemplated by the Prior Neighborhood Development Agreement, Owner currently operates a surface parking lot on the Property (the "Parking Lot");

WHEREAS, Owner plans to cease operating the Parking Lot in order to construct an office building that will contain no more than fifteen (15) stories (excluding the mechanical penthouse and its screening, the basement and cellar(s)), retail space, loading, and underground parking and (the "New Project") on the Property;

WHEREAS, the New Project is intended to be leased to a single office tenant for a term of at least twenty (20) years;

WHEREAS, There has been introduced into Philadelphia City Council Bill No. 190443 to make certain technical adjustments to certain provisions of the Philadelphia Zoning Code (the "Zoning Code") to facilitate the New Project (the "Ordinance");

WHEREAS, LSNA agrees not to oppose the Ordinance or the issuance of any necessary zoning or building permits or other approvals necessary for the completion of the New Project in consideration of Owner entering into this Agreement with LSNA covering certain subjects of interests to LSNA;

WHEREAS, LSNA and Owner agree that this Agreement shall supersede the Prior Neighborhood Development Agreement and the Prior Neighborhood Development Agreement shall be null and void.

NOW, THEREFORE, in consideration of the above premises and the mutual agreements of the parties hereto, and each intending to be legally bound, LSNA and Owner agree as follows:

1. Incorporation by Reference. The recitals above are hereby adopted and incorporated by reference as if fully set forth herein.

2. Parking Lot. The provisions of this Section 2 reiterate provisions of the Prior Neighborhood Development Agreement regarding the operation of the Parking Lot and shall remain in effect until the commencement of construction of the New Project.

a. Sign Illumination. The Revised Plan (as defined in the Prior Neighborhood Development Agreement) calls for two (2) pylon signs, one sign to be located on 20th Street (the "20th Street Pylon Sign") and one sign to be located on Arch Street (the "Arch Street Pylon Sign"). Owner will not illuminate the western facing side of the Arch Street Pylon Sign.

b. Lighting. Lighting has been installed at the Property in accordance with Section 5 of the Prior Neighborhood Development Agreement. Owner will maintain the lighting so that the light emitted from the lighting at the Property shall not shine into the adjacent property known as the Walden Walk Condominiums. From time to time at the request of LSNA, Owner will adjust the lighting on the Property as necessary to ensure compliance with the preceding sentence.

c. 20th Street Entryway.

(i) LSNA has expressed the concern that vehicles traveling northbound on 20th Street may make an illegal left-hand turn across the southbound lane of traffic on 20th Street into the Property which has the potential to cause traffic confusion, congestion and other hazardous conditions. If LSNA reasonably determines that such conditions exist, Owner shall cooperate with LSNA in pursuing appropriate relief permitted by all applicable governmental agencies including, if applicable, the City of Philadelphia Streets Department and the Pennsylvania Department of Transportation. If the parties obtain approval for a plan restricting access to the Property from the northbound lane of 20th Street, Owner shall, at its sole expense, cause such improvements to be constructed and maintained during the term of this Agreement.

(ii) Owner shall install conspicuous signage and/or markings on and around the Property advising that vehicles traveling northbound on 20th Street are prohibited from using the 20th Street Entrance. To prevent vehicles exiting the Property from using the 20th Street Entrance, Owner shall install conspicuous signage and/or markings on and around the Property advising customers that they shall not use the 20th Street entrance for exiting/egress purposes.

d. Courtesy Signs. If requested by LSNA, Owner will install and maintain one or more signs on the Property asking its customers to please respect the residential neighbors of the Property by avoiding unnecessary noise or disruption.

3. LSNA Non-opposition of New Project. LSNA agrees and Owner acknowledges that LSNA shall not oppose and has not opposed the passage of the Ordinance, or the issuance of any necessary zoning/building permits and/or other approvals that may be required for the construction and use of the New Project. Such non-opposition will include such technical relief from dimensional requirements, if any, as may be required for the construction and use of the New Project, such as, by way of illustration and not limitation, sizes of parking spaces and parking aisles and loading dock configurations. Such non-opposition will not apply, by way of illustration and not limitation, to any increase in the height and gross floor area limitations in Section 4(a.) of this Agreement, to changes to the Sky Plane setback described in Section 4(e) of this Agreement, to the setback provided in Section 4(h.) of this Agreement, and for signage or to use variances.

4. New Project. In consideration of LSNA's non-opposition to the Ordinance, Owner covenants to LSNA that:

a. (i) no building constructed on the Property shall exceed fifteen (15) stories (excluding the mechanical penthouse and its screening, basement and cellar(s)), (ii) the maximum height of any building constructed on the Property will not exceed two hundred forty (240) feet from average ground level (as defined in the Philadelphia Zoning Code) to the main roof and twenty (20) additional feet for mechanical equipment and screening (total overall building height not to exceed two hundred sixty (260) feet) from average ground level (as defined in the Philadelphia Zoning Code), (iii) the gross floor area (as defined in the Philadelphia Zoning Code) of a building constructed on the Property will not exceed four hundred thousand (400,000) square feet excluding parking, basement and cellar(s), and (iv) the building shall comply with the setbacks, footprint locations, and all other dimensional and massing descriptions set forth on the plans and elevations attached hereto and incorporated herein as Exhibit B; as the same may be amended from time to time as permitted under this Agreement. For avoidance of doubt, the above limitations of 240 feet and 260 feet and 400,000 square feet of gross floor area are absolute limits under this Agreement, and any references to floor area bonuses in this Agreement are solely to bonuses which might permit Owner to achieve the above limitations.

b. within ninety (90) days following receipt of all zoning and building permits necessary for the completion of the New Project, Owner shall contribute or cause to be contributed, the sum of Two Million Five Hundred Fifteen Thousand (\$2,515,000.00) Dollars to the City of Philadelphia Housing Trust Fund;

c. all parking provided as part of the New Project shall be located underground;

d. pursuant to a separate agreement by and between Owner and the Walden Walk Condominium Association (the "Walden Walk Compensatory Settlement Agreement"), residents of the Walden Walk Condominiums shall have exclusive use of the amenity space proposed as a part of the New Project adjacent to the southwest corner of the Property (the "Amenity Space");

e. If authorized pursuant to the Ordinance, Owner will apply the setback which would have been necessary to comply with the Sky Plane test applicable to 20th Street to the west facade of the New Project instead (and not to the 20th Street facade);

f. Owner shall comply with, and design and construct the New Project so that the New Project receives a LEED Platinum Certification in accordance with, Section 14-702(10) of the Zoning Code. For avoidance of doubt, any bonus gross floor area obtained through LEED Platinum Certification does not permit the New Project to exceed the height limitations and the limitation on gross floor area set forth in Section 4(a.) of this Agreement;

g. If Owner obtains the “Public Art” gross floor area bonus as set forth in Table 14-702-1 of the Zoning Code for the New Project, then Owner and the New Project shall comply with the requirements of Section 14-702(5) of the Zoning Code. For avoidance of doubt, any bonus gross floor area obtained through use of Public Art does not permit the New Project to exceed the height limitations and the limitation on gross floor area set forth in Section 4(a.) of this Agreement;

h. Owner shall design the New Project with a minimum setback of eight (8) feet of the entire west facade from the western property line of the Property adjacent to the Walden Walk Condominiums; and

i. parking provided as part of the New Project will be available to the public.

j. following completion of construction of the New Project, Owner will not request removal of any Zone 6 parking spaces on Arch St. Owner may request a passenger loading zone on 20th St. in the vicinity of the main entrance to the New Project.

k. It is anticipated that the New Project will require the removal of the existing former gas station building on the 20th Street frontage of the Property. If that is so, Owner will cause such building to be relocated to a suitable location.

5. Plans for New Project. Owner has presented to LSNA plans for the New Project showing exterior facade materials and finishes (included in the plans attached as Exhibit B, the “Plans”), and will present the Plans to the Department of Licenses and Inspections, the Philadelphia Civic Design Review Committee and any other relevant governmental agencies. At such time as such plans for the facade are completed, Owner shall provide a copy of such plans to LSNA. Materials to be used shall be consistent with presentations made during the public approval process, however some areas shown in all glass may incorporate limited solid elements once design is complete. If the Plans are modified after the execution of this Agreement, those revisions are to be provided to LSNA during the Civic Design Review process for review and comment by the LSNA Planning & Design Committee. The parties acknowledge and agree that the Plans are subject to the review and approval of various State and local agencies. To the extent the Plans are modified in connection with the approval process, the Plans shall be deemed modified to be the plans approved by such agencies, except that no such modification may increase the height or reduce any setback or the number of parking spaces below fifty-five (55) parking spaces. Notwithstanding the foregoing, the parties agree to sign and acknowledge an amendment to this Agreement, in recordable form, to update Exhibit B upon the request of either party to reflect changes which are permitted by this Agreement.

6. Effectiveness of Agreement. It is agreed by the parties hereto that this Agreement shall become effective upon execution hereof. The individuals executing this Agreement represent and warrant that they are each authorized to bind the respective parties.

7. Construction Sequencing, Staging and Development. Upon obtaining unappealable zoning permits for the completion of the New Project, Owner, with cooperation from its general contractor, shall create a construction sequencing schedule (the "Sequencing Schedule") that will delineate construction sequencing, site staging and temporary sidewalk and street closures required for the New Project. The parties understand and agree that the Sequencing Schedule is (i) conditioned upon approval from PADOT and the Philadelphia Streets Department, as required; (ii) completion of the design of the New Project; and (iii) award of the contract for construction of the New Project. Upon completion of the Sequencing Schedule, a copy shall be given to LSNA. Notwithstanding the foregoing, Owner and LSNA agree as follows:

a. All staging and construction work shall be done generally within the footprint of the Property to the extent reasonably practicable, recognizing that there will be a need for temporary sidewalk and street closures during construction. Temporary sidewalk and streets closures shall be done in accordance with the rules and regulations of the Philadelphia Streets Department and other applicable laws. All closures are subject to the finalization of the New Project's logistics plan and its approval by the Philadelphia Streets Department and other authorities having jurisdiction.

b. Owner shall cause its contractors to conduct excavation, grading and construction activities for the New Project in such manner as to: (i) reduce, to the extent reasonably practicable, the raising and spreading of debris and dust which may migrate from the Property to the surrounding community; and (ii) take appropriate vermin and pest control measures. Construction debris, litter and trash will be cleaned up from the public walk areas around the Property daily during the course of the New Project.

c. Owner shall require major construction activity at the Property to be performed only at the times and in the manner permitted under applicable Philadelphia ordinances.

d. A temporary construction fence will be erected around the New Project in such areas as reasonably determined by Owner's contractor throughout the duration of construction. . If security fencing substantially encroaches onto or prevents sidewalk use, Owner shall obtain and provide city approved temporary pedestrian walkways

e. Owner will provide security for the New Project construction site in such manner as Owner and its contractor determines is reasonably necessary.

f. All construction activities shall be performed in accordance with applicable provisions of the City of Philadelphia Code Chapter 10-400. Owner shall require major construction activity (which shall include, but is not limited to, excavation, grading, installation of footers and foundation, rebar, support columns and mechanical systems, the erection of steel and the building envelope/curtainwall enclosure, material and equipment delivery, equipment set up, concrete pouring (except in the case of a continuous pour), material and equipment staging, removal or disposal of soil, material, trash and/or debris, and the use of exterior hoists, elevators,

cranes and tower cranes) at the Property to be performed typically Monday through Friday from 7:00 a.m. until 5:00 p.m., and Saturday construction work shall typically begin no earlier than 8:00 a.m. and end at 4:00 p.m. In the event Owner's contractor determines from time to time that work will be required to go beyond 5:00 p.m. due to conditions at the Property or due to the nature of the specific construction task, notice shall be given to LSNA. There shall be no construction work on Sunday without prior notification and approval of LSNA, except when required by the City, state or federal agencies. Use of any exterior hoists, lifts, elevators or tower cranes is strictly prohibited after 8:00 p.m. on any day of the week under all circumstances except in the case of (i) a concrete pour requiring continuous operation for said pour, and (ii) an emergency. Owner shall provide LSNA with at least three (3) days advance notice of a continuous concrete pour and two (2) days advance notice of the use of exterior hoists, lifts, elevators or tower cranes in the manner described in item (ii) in the foregoing sentence. Major construction work shall not include interior finish work performed at the Property once the building is enclosed, provided that material and equipment delivery, material and equipment staging and material or refuse disposal for such interior work, does not occur outside the hours set forth above, regardless of whether the building is enclosed.

g. Lane Closures. Temporary sidewalk and streets closures shall be done in accordance with the rules and regulations of the Philadelphia Streets Department and other applicable laws. If sidewalk closures occur, Owner shall obtain and provide City approved temporary pedestrian walkways.

h. Vector Control. Owner agrees to enter into agreements with one or more vector control providers that service both the interior and the exterior of the New Project and along its boundary lines every two weeks during construction, on a monthly basis for the first six (6) months following the completion of construction and then in accordance with standard industry practice. Signs will be posted in advance warning pet owners of any rodent baiting efforts.

8. Landscaping and Lighting. In connection with the development of the New Project, Owner shall place permanent exterior lighting on and about the premises as appropriate for safety purposes consistent with a lighting plan approved by the City of Philadelphia. Lighting installed by the Owner on sidewalks shall be pedestrian scale consistent with protocols and standards set forth by Center City District where permitted by the City. Owner shall direct such lighting, to the maximum extent practical, to not shine on or into windows of Logan Square residents directly or indirectly, whereby it may disturb residents or businesses. Owner will plant, install, maintain and as necessary, replace proposed exterior landscaping, including sidewalk trees, consistent with the Plans as they may be amended as provided in Section 5. Owner shall replace trees or shrubs if dying or dead. Upon completion of exterior lighting and landscape plans, including any changes to the plan to remove street trees because of conflicts with Streets Department regulations, the plans shall be provided to LSNA and Owner will consider reasonable comments that representatives may make.

9. Noise and Outdoor Spaces. All HVAC units and equipment (including but not limited to air handlers, chillers, fans, pumps, etc.) ("HVAC Equipment") will be installed on the roof of the New Project, and be placed/shielded behind a rooftop/penthouse screen (the top of which screen will be no higher than two hundred sixty (260) feet as shown on Exhibit B), so as not to be visible from surrounding streets. The HVAC Equipment shall not produce sounds or

vibrations that increase or exceed current ambient background levels at the project site and surrounding neighborhood in excess of those permitted under Section 10-403(3) of The Philadelphia Code.

10. Signage.

a. Owner shall obtain all zoning approvals required by the Zoning Code in connection with the installation of signage for the New Project. Owner shall instruct its sign consultants to design signs for the New Project with lumens at levels that will not adversely impact neighboring property owners.

b. At least fifteen (15) days prior to any meeting of the Sign Committee of the Philadelphia Art Commission or any meeting of the Philadelphia Art Commission at which a building identification sign for the New Project is on the agenda, Owner will provide written notice in the manner required by the Zoning Code (whether or not the Zoning Code applies) to LSNA and properties which Owner would have to provide written notice under the Zoning Code if it filed an appeal to the Zoning Board of Adjustment with respect to the New Project.

11. Trash Storage and Removal. All trash pick-up will be by commercial service. Owner shall direct its waste hauling provider to pick up trash only in accordance with applicable City of Philadelphia Code. Nothing in this Agreement shall prevent Owner from implementing other trash and waste storage and removal procedures if the foregoing is not reasonably feasible, provided the same is done in accordance with law.

12. Maintenance. Owner or any successor agrees to maintain and keep the exterior of the New Project including, without limitation, the building, surrounding sidewalks, landscaping, green wall and trees in good condition and repair and reasonably free of rubbish, debris, ice and snow. Owner shall replace trees, shrubs, plants and vegetation in the green wall, if dying or dead.

13. Deliveries. During construction, deliveries shall be restricted to the hours of 6:00 a.m. to 9:00 p.m., except in the case of an emergency and except for the delivery of concrete during a continuous pour of concrete. Owner shall use commercially reasonable efforts (i) to prevent trucks from blocking on any adjacent streets and (ii) to prevent trucks from idling on any adjacent streets for a period of time in excess of ten (10) minutes. No warning horns are to be used as cars/trucks exit the parking garage or loading dock areas because of the close proximity to residences, except to the extent required by applicable law. Owner shall use commercially reasonable efforts to minimize the noise level of the loading dock garage doors on Cuthbert Street.

14. Walden Walk Compensatory Settlement Agreement. Any material default by Owner under the Walden Walk Compensatory Settlement Agreement which continues uncured beyond applicable notice and grace periods thereunder will constitute a default of Owner under this Agreement.

15. Communications. Should LSNA or its designee desire to communicate with Owner during business hours concerning the construction activities of the Property, LSNA may contact Brian Berson, Senior Vice President – Real Estate and Development of Parkway Corporation, at telephone numbers to be provided to LSNA upon execution of this Agreement and, commencing with the commencement of construction on the Property, the general contractor's on-site

superintendent, at phone numbers to be provided to LSNA prior to the commencement of construction on the Property. In the event the phone numbers are changed, Owner will notify LSNA within twenty-four (24) hours of such change. Owner shall use an e-mail distribution list created by LSNA in order to communicate to neighbors any street closures, modification to construction protocols, schedule, etc. during the construction of the Project and the parties shall use an email list which LSNA will create consisting of Mr. Berson, the general contractor's superintendent (when named), and persons designated by LSNA, likely including LSNA's President, Zoning Committee members, Alexander F. Barth, Esquire, a resident of Walden Walk, a resident of Kennedy House and a resident of Appletree Street to communicate matters related to this Agreement.

16. Changes to Agreement. LSNA agrees to expeditiously (taking into consideration their regular meeting schedules and procedures) consider (but shall not be obligated to approve) any request by Owner to make material changes to this Agreement.

17. Termination. If Owner is unable to secure a lease to a single office tenant for a term of at least twenty (20) years or to obtain satisfactory third-party approvals required for the construction of the New Project, or if Owner elects to not proceed with the New Project, then, upon ten (10) days written notice to LSNA, Sections 4(b.)-4(k.), 5, 7-13 and 14 shall become null and void, whereupon the Escrow provided for in Section 19 shall be promptly released and returned to Owner, and Owner shall have no further obligations under this Agreement, other than its obligations in Section 2 and in Section 4(a.) of this Agreement. In the event Owner does not obtain the third-party approvals required for the construction of the New Project, or elects to not proceed with the New Project, Owner shall not develop the Property under the benefits of the zoning code changes contained in the Ordinance without entering into a replacement agreement with LSNA, and in connection therewith Owner shall present such new project to members of LSNA and the leadership of LSNA. If the New Project does not go forward, Section 4(a.) of this Agreement and the immediately preceding sentence of this Section 17 shall bind the Property only until such time as the amendments to the Zoning Code effectuated by the Ordinance no longer apply to the Property, whether by legislation repealing the Ordinance, by expiration of the Ordinance or otherwise.

18. Severability. All of the provisions of this Agreement are intended to be distinct and severable. If any provision of this Agreement is or is declared to be invalid or unenforceable, it shall be ineffective only to the extent of such invalidity or unenforceability. Such invalidity or unenforceability shall not affect either the balance of such provision, to the extent it is not invalid or unenforceable, or the remaining provisions hereof, nor render invalid or unenforceable such provision.

19. Escrow. Owner shall establish an escrow account ("Escrow") with a mutually acceptable escrow agent which may be Cozen O'Connor or another mutually acceptable attorney, real estate broker, title insurance agent or similar professional (the "Escrow Holder") in the amount of Thirty Thousand Dollars (\$30,000.00), subject to a mutually acceptable escrow agreement.

a. If LSNA believes Owner has breached its obligations under this Agreement, written notice shall be sent (in accordance with Section 24) from the President of LSNA (the

“Officer”) to Owner that it is in breach of this Agreement and setting forth the exact nature of the breach (the “Notice”).

b. Within ten (10) days after receipt of the Notice, Owner shall cure the breach, or if such breach cannot reasonably be cured within ten (10) days, Owner, within such ten (10) days, (i) shall advise the Officer in writing as to the time reasonably required for accomplishing the cure and (ii) shall initiate such cure within the ten (10) day period, and, after such initiation, shall continuously and diligently pursue such cure thereafter to conclusion.

c. In the event Owner has not complied with subparagraph (b) above, which determination shall be made by the Officer, the Officer may draw upon the Escrow for use by the LSNA to pay as incurred reasonable fees and expenses of legal counsel as expenses occur to enforce this Agreement, or to cure the default or for damages claimed to have been suffered by any person who is a member of LSNA, by delivering to the Escrow Holder a certification signed by the Officer stating that a default has occurred under this Agreement beyond the applicable cure period. LSNA shall have the right to make a claim for counsel fees and expenses from the Escrow without a prior court determination. Reimbursement by LSNA to Owner of the portion of the Escrow used to pay legal fees shall occur only if a court of competent jurisdiction determines that LSNA actions were both wrong and in bad faith. Reimbursement by LSNA to Owner of the portion of the Escrow used to cure a default or for damages claimed to have been suffered by any person who is a member of LSNA shall occur if a court of competent jurisdiction determines that LSNA actions were wrong.

d. The Escrow shall be maintained by the Owner for a period commencing on the Effective Date and expiring on the earlier to occur of (i) the second anniversary of final completion of the New Project (i.e., receipt of a certificate of occupancy), or (ii) five (5) years after the Effective Date.

e. In the event that the Escrow is drawn upon pursuant to this Agreement, then Owner shall be required to deposit additional money necessary for the Escrow value to maintain the full Thirty Thousand Dollars (\$30,000) until the expiration of the period for maintenance of the Escrow. Notwithstanding the foregoing, in no event shall more than Forty-Five Thousand Dollars (\$45,000) be placed in Escrow in the aggregate throughout the entire term of this Agreement.

20. Enforcement. In addition to LSNA’s recourse to the Escrow, LSNA shall have other remedies at law and in equity (including, without limitation, the right to seek an affirmative injunction) available against Owner, its successors and assigns, for enforcement of this Agreement and the right to reimbursement for attorney’s fees and costs incurred in enforcing this Agreement.

21. Agreements Run With The Land. Unless terminated as provided in this Agreement, the terms and conditions set forth in this Agreement run with the land and shall bind Owner and its successors and assigns. This Agreement shall be recorded with the Philadelphia Department of Records at the cost of Owner within thirty (30) days of the execution hereof, but shall be recorded prior to the date upon which the Ordinance (Philadelphia City Council Bill #190443) is approved by Philadelphia City Council, with an original copy of the recorded agreement provided to LSNA by the Owner upon the date of recordation. The cost for recording shall be paid by Owner. If

Owner fails to record within thirty (30) days of execution or prior to the enactment of the Ordinance, LSNA shall be deemed authorized to record the document at Owner's expense, which if not paid to LSNA by Owner may be withdrawn by LSNA from the Escrow. It is expressly acknowledged and agreed that this Agreement, except for the provisions of Section 2 of this Agreement, is subordinate to any mortgage now or hereafter recorded. In no event shall this Agreement, except for the provisions of Section 2 of this Agreement, have priority over any mortgage now or hereafter recorded. The subordination provisions of the preceding two sentences will operate automatically but LSNA will promptly upon request from time to time execute, acknowledge and deliver an instrument or instruments confirming subordination in accordance with the preceding two sentences. Owner may record a notice that Section 2 of this Agreement is no longer in effect according to the terms of Section 2 or that this Agreement is no longer in effect upon its termination in accordance with this Agreement.

22. Injunctive Relief. Owner and LSNA agree to promptly discuss any alleged breach of this Agreement. Following such dialogue, if LSNA reasonably determines that Owner has breached any provision of this Agreement, LSNA shall provide Owner with written notice of the exact nature of the breach. Owner shall have ten (10) business days from receipt of such notice to cure such breach; provided, however, that if such breach is not capable of being cured within such ten (10) day period, but Owner shall have commenced to cure the breach during such ten (10) day period and shall work continuously in a commercially reasonable manner thereafter to cure such breach, then such ten (10) day period shall be extended as long as reasonably necessary with commercially reasonable continuous efforts to effect the cure. If Owner fails to cure the breach within the cure period (as the same may be extended), LSNA shall then have the right to exercise all available legal and equitable remedies, including the right to seek injunctive relief. For these purposes, the parties agree that the Property and surrounding neighborhood and the terms and conditions of this Agreement are unique so as to make appropriate the issuance of injunctive relief to enforce the terms of this Agreement.

23. Entire Agreement. This Agreement and any exhibits constitute the complete and entire understanding and agreement among the parties with respect to the subject matter hereof, and it supersedes any negotiations, representations, prior discussions, and preliminary agreements among the parties, unless specifically incorporated herein by reference. No promise, warranty, representation or covenant not included in this Agreement has been or is relied upon by either party. This Agreement may not be modified, altered, amended or changed except by a written instrument signed by each of the parties, whether or not such modification is supported by separate consideration.

24. Notices. All notices required under the terms of this Agreement shall be given by recognized overnight courier and addressed as follows:

If to Owner:	2000 Arch Associates LP 150 N. Broad Street Philadelphia, PA 19102 Attention: Howard A. Trachtman
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With a copy to: Cozen O'Connor
1650 Market Street, Suite 2800,
Philadelphia, PA 19102
Attention: Tom Witt

If to LSNA: To the current President of LSNA at the then current address of LSNA, provided that LSNA has given Owner written notice of the name and address of the then-current President of LSNA. If LSNA has failed to give Owner written notice of the name and address of the then-current President of LSNA, any notice by Owner shall be deemed to be adequately addressed if addressed to the last name and address given by LSNA to Owner. At the present time the address of LSNA is:

Logan Square Neighborhood Association
143 N. 22nd Street
Unit D
Philadelphia, PA 19103
Attn: Drew Murray (lsnapres@gmail.com)

The parties may change the person to be notified and the address for notification by written notice to the other party sent in the same manner as the notice specified herein.

25. Headings. The headings and captions in this Agreement are inserted for convenience of reference only and in no way define or limit the scope or intent of this Agreement or any provision hereof.

26. Applicable Law. This Agreement shall be interpreted under the law of the Commonwealth of Pennsylvania.

27. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which, when taken together, shall constitute one and the same document.

28. No Third Party Beneficiaries. This Agreement shall bind, inure to the benefit of and be enforceable by the parties hereto and their successors and assigns. No third party shall have any rights hereunder, and the Agreement shall not be construed to confer upon any other person or entity any right or interest hereunder, or any right of action, or enforcement.

29. Not a Public Dedication. Nothing herein contained shall be deemed to be a gift or dedication of any portion of the Property to the general public, or for any public use or purpose whatsoever.

30. Release. It is contemplated by the parties that Owner will convey the Amenity Space to the Walden Walk Condominium Association or its designee in connection with the development of the New Project. Upon such conveyance, the Amenity Space shall be released

from this Agreement and this Agreement shall not run with the Amenity Space or bind the owner of the Amenity Space.

31. Further Assurances. From time to time upon the written request of either party (“requesting party”) the other party (“responding party”) will furnish in writing a statement as to the absence or occurrence of a default under this Agreement by the requesting party which statement may be limited to the actual knowledge of the responding party without investigation. If the responding party states that the requesting party is in default under this Agreement, the responding party will furnish such detail as to the nature of the alleged default as is within the responding party’s knowledge.

[Signatures on next page]

LOGAN SQUARE NEIGHBORHOOD ASSOCIATION

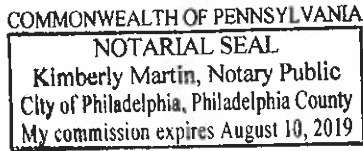
By: [Signature]
Name: Drew Murray
Title: President

By: [Signature]
Name: Rich Leimbach
Title: LSNA Zoning Committee

COMMONWEALTH OF PENNSYLVANIA :
COUNTY OF Philadelphia : SS.
:

On this, the 10th day of June, 2019, before me, a Notary Public in and for the Commonwealth of Pennsylvania, personally appeared Drew Murray, who acknowledged himself to be the President of the Logan Square Neighborhood Association, and that as such officer, being authorized to do so, executed the foregoing instrument for the purposed therein contained.

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

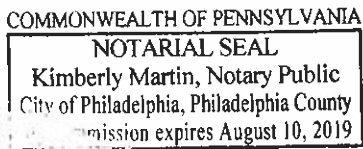


[Signature]
Notary Public
My Commission Expires:

COMMONWEALTH OF PENNSYLVANIA :
COUNTY OF Philadelphia : SS.
:

On this, the 10th day of June, 2019, before me, a Notary Public in and for the Commonwealth of Pennsylvania, personally appeared Rich Leimbach, who acknowledged himself to be the Zoning Committee Co-Chair of the Logan Square Neighborhood Association, and that as such officer, being authorized to do so, executed the foregoing instrument for the purposed therein contained.


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



[Signature]
Notary Public
My Commission Expires:

EXHIBIT A
LEGAL DESCRIPTION

[See attached]

 First American Title	Loan Policy of Title Insurance
	<small>ISSUED BY</small> First American Title Insurance Company
Schedule A <i>(continued)</i>	<small>POLICY NUMBER</small>

File No.: PAFA14-4071A TK

LEGAL DESCRIPTION

PREMISES "A"

ALL THAT CERTAIN lot or piece of ground with the buildings and improvements thereon erected, situate in the 8th Ward of the City of Philadelphia, described according to a Survey and Plan of Property made for Twenarch Corp. by Fred J. Kubach, Surveyor and Regulator of the 3rd District dated 3/12/1973, to wit:

BEGINNING at a point formed by the intersection of the Westerly side of 20th Street (90 feet wide) and the Southerly side of Arch Street (72 feet wide) part legally open and part not legally open; thence extending Southwardly along the said Westerly side of 20th Street the distance of 146 feet 6 inches to a point on the Northerly side of Cuthbert Street (30 feet wide); thence Westwardly along the said Northerly side of Cuthbert Street (30 feet wide); thence Westwardly along the said Northerly side of Cuthbert Street passing partly along the Northerly side of a wall of 103 feet 0 inches to a point; thence Northwardly 146 feet 6 inches to a point on the said Southerly side of Arch Street; thence Eastwardly along the said Southerly side of Arch Street 103 feet 0 inches to a point on the said Westerly side of 20th Street being the first mentioned point and place of beginning.

PREMISES "B"

ALL THAT CERTAIN lot or piece of ground with the buildings and improvements thereon erected, situate in the 8th Ward of the City of Philadelphia and described according to a Plan of Property prepared for Jeffrey B. Rotwill, by Barton & Martin Engineers, dated 4/20/1983 and last revised 11/12/1984 as follows, to wit:

BEGINNING at a point on the Southwesterly side of Arch Street (72 feet wide) at the distance of 103 feet Northwestwardly from the Northwestery side of 20th Street (90 feet wide); thence extending from said point of beginning, Northwestwardly along the Southwesterly side of Arch Street the distance of 110 feet 11 ½ inches to a point; thence extending Southwestwardly along a line parallel with 20th Street passing through a party wall, the distance of 114 feet 6 inches to a point in the bed of a certain 5 feet wide deed alley, abandoned by Agreement filed 7/31/1981 in Deed Book EFP 450 page 468; thence extending Northwestwardly along a line parallel with Arch Street the distance of 69 feet 6 ½ inches to a point; thence extending Southwestwardly along a line parallel with 20th Street the distance of 32 feet to a point on the Northeasterly side of Cuthbert Street (30 feet wide); thence extending Southeastwardly along the Northeasterly side of Cuthbert Street the distance of 179 feet 6 inches to a point; thence extending Northeastwardly along a line parallel with 20th Street, the distance of 146 feet 6 inches to a point on the Southwesterly side of Arch Street (72 feet wide) said point being the first mentioned point and place of beginning.

TOGETHER with rights and easements reserved in Deed recorded 2/10/1930 in Deed Book JMH 3631 page 285.

TOGETHER BEING assessed as 2000-2024 Arch Street.

TOGETHER BEING Parcel #88-2-3392-15.

Being alternatively described in accordance with a survey as follows:

As-Surveyed Metes and Bounds Description Philadelphia District Standard Map 1-N-12, Lots 410 & 439, BRT/OPA #88-233-9215 Lands now or Formerly Avis Rent A Car System, Inc. City & County of Philadelphia Commonwealth of Pennsylvania


(00541755;1)

Form 5011342-A (8-1-09)

Page 2 of 5

ALTA Loan Policy of Title Insurance (6-17-06)

As Modified by TIRBOP - Schedule A cont.

 First American Title	Loan Policy of Title Insurance
	<small>ISSUED BY</small> First American Title Insurance Company
Schedule A <i>(continued)</i>	<small>POLICY NUMBER</small>

File No.: PAFA14-4071A TK

ALL THAT CERTAIN lot or piece of ground with the buildings and improvements thereon erected, situate in the 8th Ward of the City of Philadelphia, described according to a, to wit:

BEGINNING at the intersection of southerly right-of-way line of Arch street (72 foot wide right-of-way) with the westerly right-of-way line of 20th street (90 foot wide right-of-way) and from said point of beginning running, thence;

Along the westerly right-of-way line of 20th street, South 11 degrees, 20 minutes, 00 seconds West, a distance of 146.500 feet to its intersection with the northerly right-of-way line of Cuthbert street, (30 foot wide right-of-way), thence,

Along the northerly right-of-way line of Cuthbert street, North 79 degrees, 00 minutes, 00 seconds West, a distance of 282.500 feet, to a point, thence;

Along the dividing line between lot 439 and lots 412 and 413, North 11 degrees, 20 minutes, 00 seconds East, a distance of 32.000 feet, to a point, thence;

Along the dividing line between lot 439 and lot 413, South 79 degrees, 00 minutes, 00 seconds East, a distance of 68.540 feet, to a point, thence;

Along a dividing line between lot 439 and lots 413 and 442 North, 11 degrees, 20 minutes, 00 seconds East, a distance of 114.500 feet, to a point in the aforementioned southerly right-of-way line of Arch street, thence;

Along the southerly right-of-way line of arch street south 79 degrees, 00 minutes, 00 seconds east, a distance of 213.958 feet to the point and place of beginning.

Containing 33,538 square feet or 0.770 acres.

{00541755;1}

Form 5011342-A (8-1-09)

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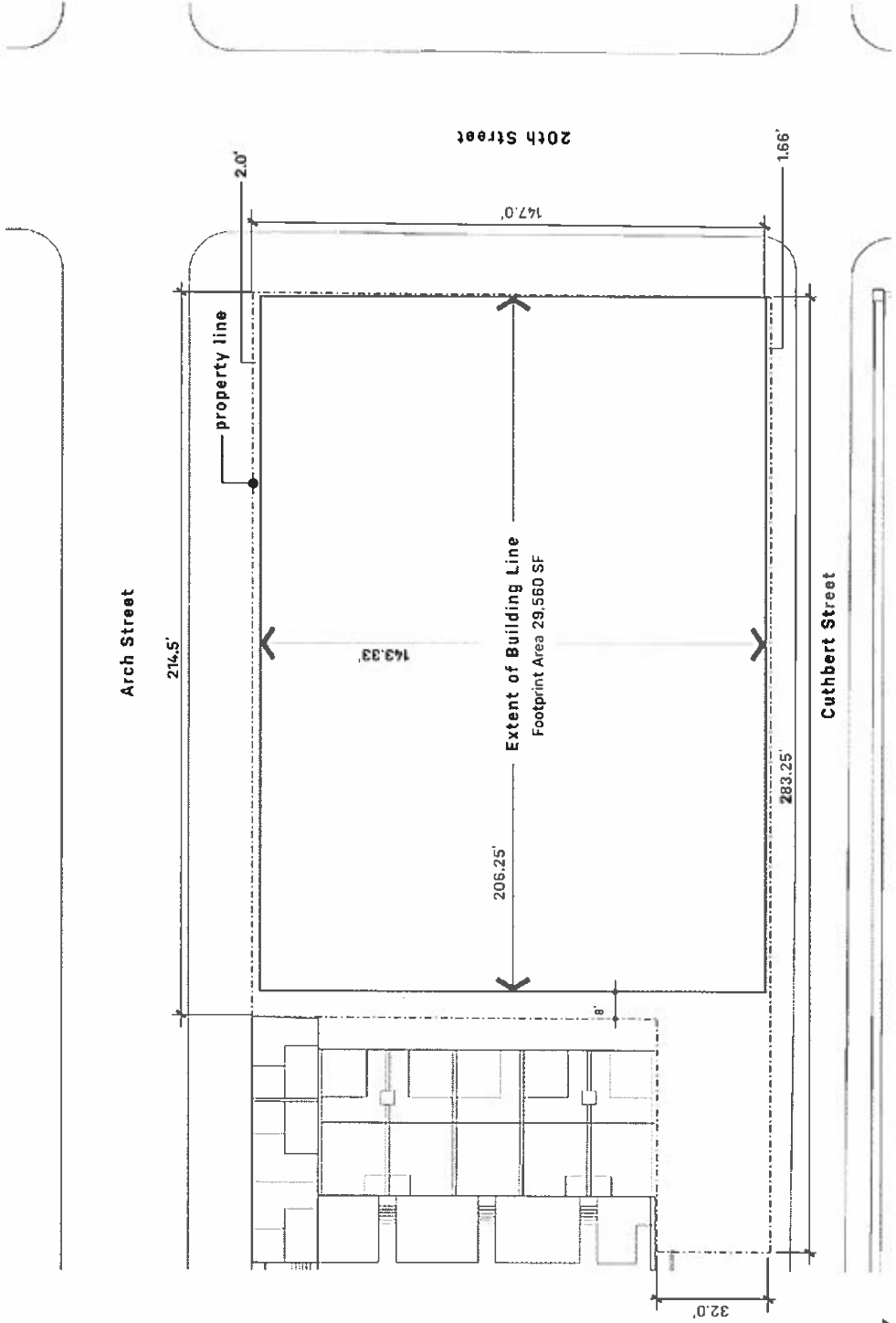
ALTA Loan Policy of Title Insurance (6-17-08)

As Modified by TIRBOP - Schedule A cont.

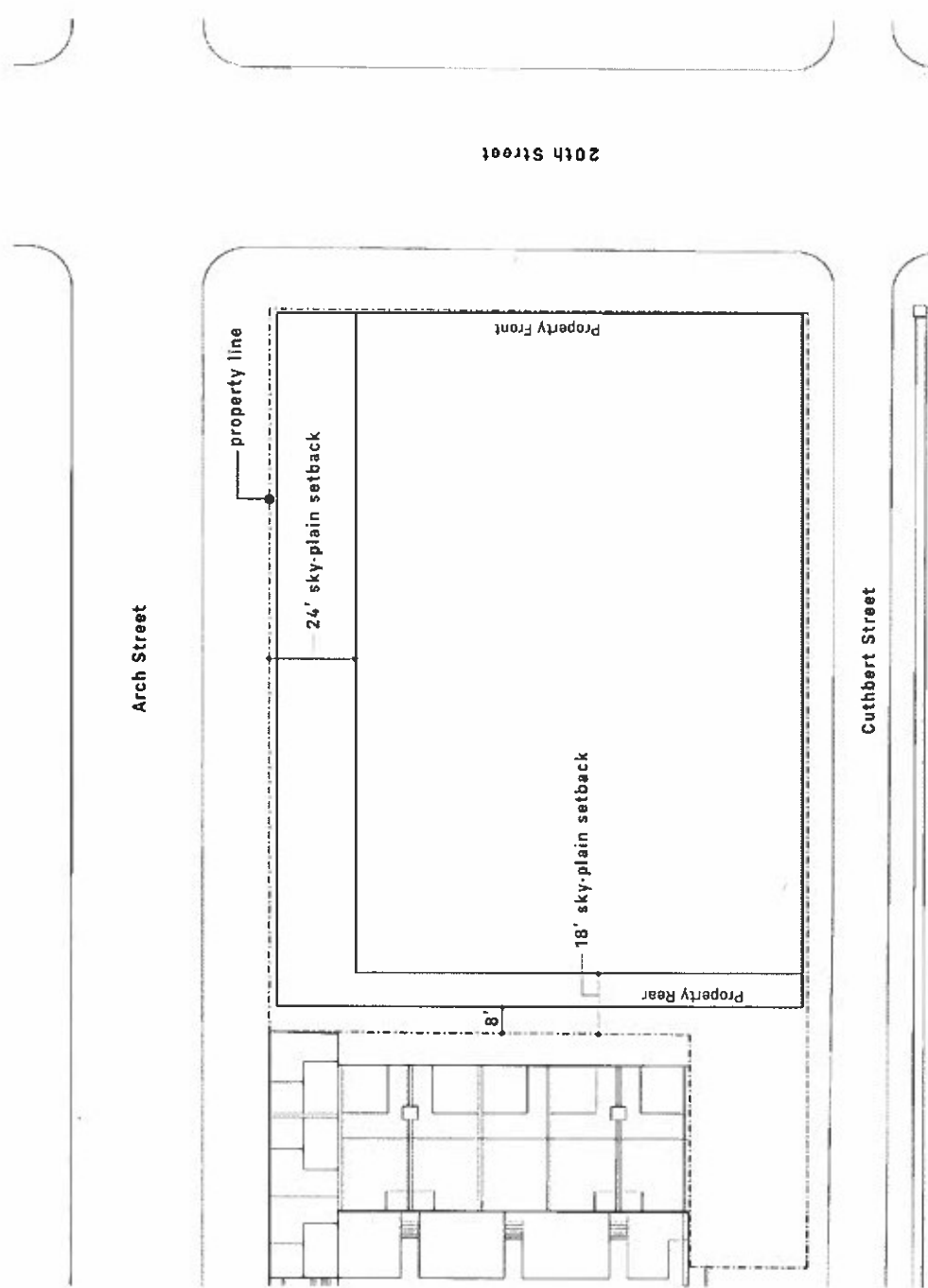
EXHIBIT B

PLANS

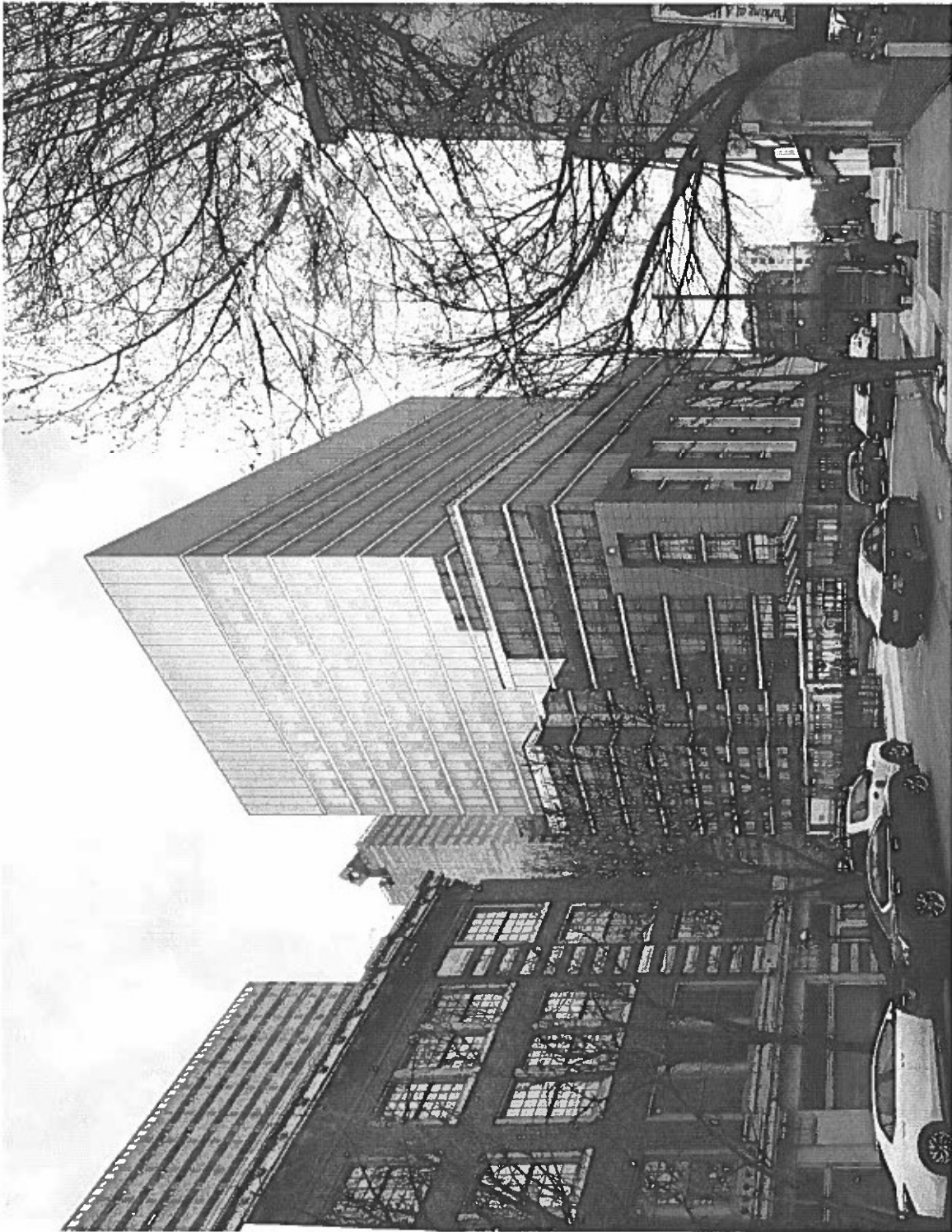
[See attached]



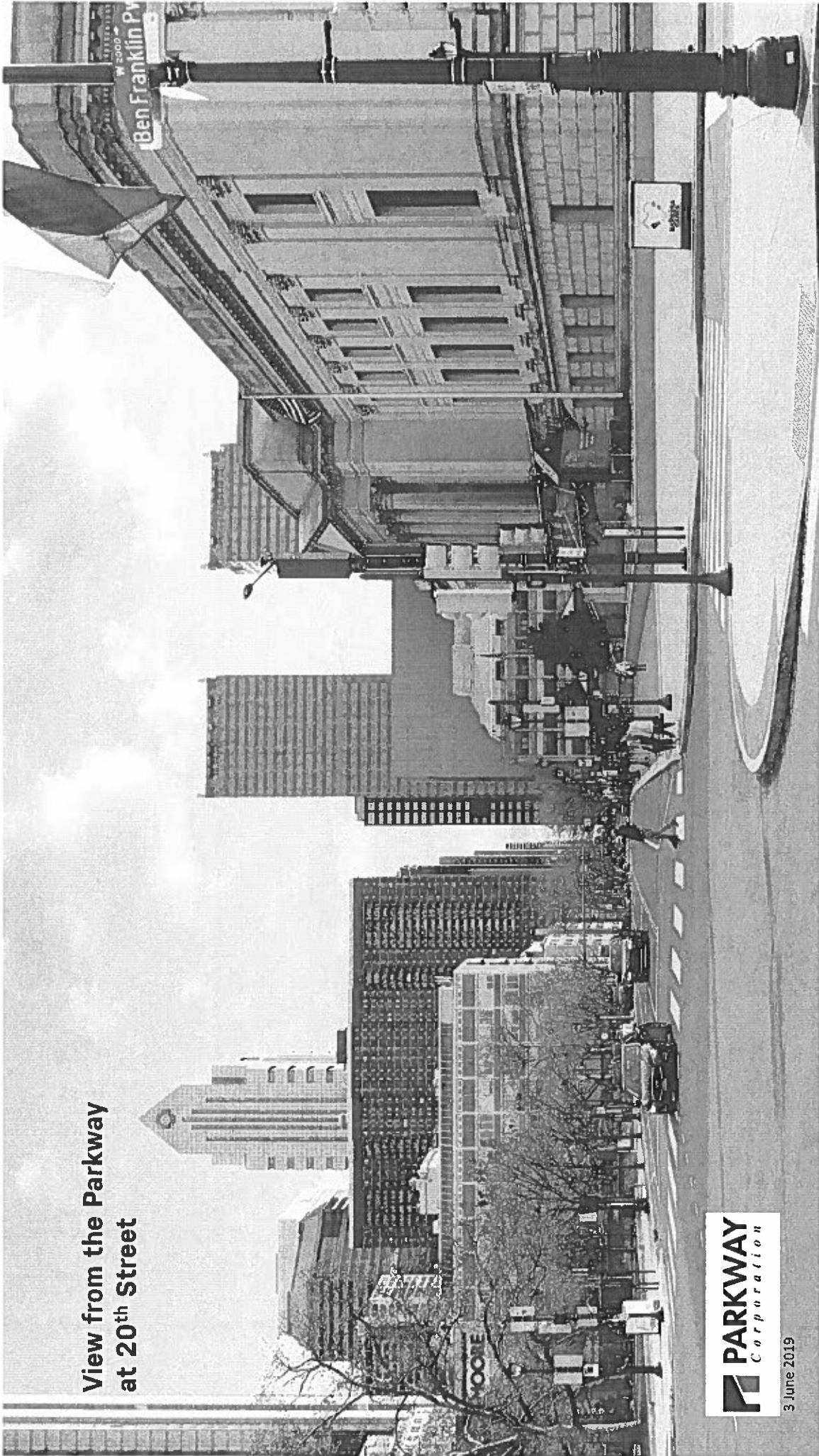
Building Footprint



View from 20th & Arch



**View from the Parkway
at 20th Street**



3 June 2019