

## COMMUNITY BENEFITS COMMITMENT

(The Bellwether District)

**THIS COMMUNITY BENEFITS COMMITMENT** (this “Commitment”) is made this 3<sup>rd</sup> day of October, 2024 (the “Effective Date”) by BELLWETHER DISTRICT HOLDINGS, LLC, a Delaware limited liability company (“Developer”).

### RECITALS

**WHEREAS**, the redevelopment of the former South Philadelphia refinery (the “Refinery”) is intended to transform the site (the “Project Site”) into a state-of-the-art multi- modal logistics, manufacturing, pharmaceutical and life sciences center (the “Project”). The master plan is depicted on **Exhibit “A”** to this Commitment.

**WHEREAS**, the City of Philadelphia’s Office of Sustainability previously identified the the then operating Refinery as the single largest source of particulate emissions that “alone accounts for nearly 16 percent of Philadelphia's carbon footprint, not including the fossil fuel products exported off- site.”

**WHEREAS**, the former Refinery emitted over 3 million metric tons of CO2 per year as of 2018 according to data from the United States Environmental Protection Agency's (“EPA”) Greenhouse Gas Reporting Program.

**WHEREAS**, Developer has performed deconstruction and remedial activities that have removed former Refinery infrastructure including 18.5 million gallons of petroleum product, 260,000 gallons of light non-aqueous phase liquids, 344 aboveground storage tanks, 137,000 feet of pipeline and has recycled 190,000 tons of material requiring an investment of over **\$175 million dollars** as of June 2024.

**WHEREAS**, Developer has committed to performing environmental remediation of the Project Site in accordance with Pennsylvania’s Act 2 Land Recycling Program and the EPA’s One Cleanup Program and has invested over **\$18 million dollars** in remedial activities as of June 2024, and Developer projects the investment of an additional **\$78 million dollars** for additional remedial activities.

**WHEREAS**, the Developer recognizes the importance of community engagement in the redevelopment process and commits to regular and transparent communication with local residents and community organizations regarding the Project.

**WHEREAS**, Developer intends that the redevelopment benefits the local community through sustainable employment, much improved environmental conditions, economic growth, and community development.

**WHEREAS**, this Commitment is intended to foster a robust framework for community benefits, incorporating feedback from a wide array of local stakeholders and ensuring meaningful community involvement and benefits.

**WHEREAS**, Developer has committed, pursuant to an economic opportunity plan agreement with the City of Philadelphia dated October 1, 2020 (the “EOP”) to an Economic Opportunity Plan through

which Developer agrees to utilize good faith efforts to pursue: construction activities goals of 50% Minority Owned Business and 5-8% Women Owned Business; Professional Services goals of 50% Minority Owned Business and 5-8% Women Owned Business; and Construction Workforce goals of 50% minority, 12% women and 50% local workers.

**WHEREAS**, Project construction activities to date have included more than 1.7 million labor hours supporting approximately 630 full-time equivalent jobs with higher-than-average wages.

**WHEREAS**, Developer has committed nearly **\$2 million** in workforce development initiatives and community-based philanthropy to date and partnered with more than 30 Philadelphia-based civic and nonprofit organizations.

**WHEREAS**, Developer has committed to a Career-Connected Learning program that has engaged more than 1,500 School District of Philadelphia students and employed over 120 high school and middle school aged interns to date.

**WHEREAS**, Developer’s notable community initiatives include: a **\$250,000** scholarship program in partnership with Community College of Philadelphia in which scholarship recipients must live in the five zip codes surrounding the Project Site; a **\$300,000** commitment as a founding member of Everybody Builds, a nonprofit coalition to diversity Philadelphia's workforce pipeline; and over **\$190,000** in philanthropic support for environmental nonprofits including Bartram's Garden, Fairmount Park Conservancy, Gray's Ferry Parks, Smith Playground, Schuylkill River Development Corporation and BioPhilly.

**WHEREAS**, The Bellwether District Community Advisory Panel (“CAP”) consisting of 25 Registered Community Organizations, community development corporations, nonprofits, and stakeholder organizations representing South and Southwest Philadelphia communities has been convened in consultation with the Second Councilmanic District. Those members of the CAP that have acknowledged this Commitment by signing the acknowledgement page on or before **October 11<sup>th</sup>, 2024** shall be deemed a “Participating CAP Organization” for the purposes of this Commitment.

**WHEREAS**, Developer intends to maintain the Ongoing Investments (as hereinafter defined) detailed below and make additional future investments independent of those outlined in this Commitment.

## **STATEMENT OF COMMITMENT**

**NOW, THEREFORE**, in light of the Recitals, which are incorporated herein as if set forth below in full, Developer hereby commits to providing the following community benefits:

- 1. The Term.** The term of this Commitment (the “Term”) by Developer shall commence on the Effective Date and remain in effect for a minimum of ten (10) years from the Effective Date. The Term may be extended for an additional five (5) years upon mutual written agreement of Developer and the Participating CAP Organizations.
- 2. Overview of Ongoing Investments.** As of the Effective Date, the Developer has made various community and civic investments (collectively, the “Ongoing Investments”). The Ongoing Investments are restated below as evidence of community benefits that are currently being provided

by Developer. The Ongoing Investments represent a **total minimum value of \$8.2 million dollars and are as follows:**

### Ongoing Investments

Program Name	Description	Financial Commitment	Total Value	Documentation
Career-Connected Learning Program	Commitment from Developer to fund internship positions, construction pre-apprenticeship programs, and other career awareness activities for students, as administered by School District of Philadelphia (" <u>SDP</u> ")	Approx. \$150,000 annually for length of Keystone Opportunity Zone (" <u>KOZ</u> ") designation	\$ 3,500,000	Commitment Statement by Developer for the benefit of the City and SDP dated Sept. 16, 2020
Community College of Philadelphia (" <u>CCP</u> ") Scholarships	Scholarship funds for qualifying residents of the following zip codes: 19142, 19143, 19145, 19146 and 19153, as administered by CCP and CCP Foundation	\$25,000 annually for 10 years	\$ 250,000	Agreement by and among CCP, CCP Foundation and Developer dated June 23, 2021
Everybody Builds	Donation to support Everybody Builds mission to diversify Philadelphia's construction industry and build sustainable capacity for growth among diverse business and workers, as administered by Everybody Builds	\$100,000 annually for initial term of 3 years	\$ 300,000	Donation Agreement by and between Everybody Builds and Developer dated May 3, 2023

Workforce Partnerships	Includes investments in: Carpenters' Apprentice Ready Program (CARP), Sam Staten Sr. Pre-apprenticeship Program, National Association of Women in Construction's MyWIC Program, Women in Non-Traditional Careers (WINC), Center for Employment Opportunities (CEO)	Approx. \$100,000 annually for length of KOZ designation	\$ 2,000,000	Commitment Statement by Developer for the benefit of the City and SDP dated Sept. 16, 2020
Touchdowns for Sustainability	Annual pledge to donate \$1,000 per touchdown scored by the Philadelphia Eagles to eligible environmental nonprofits. Recipients include Friends of Stinger Square Park, Friends of Lanier Park, Finnegan Playground, Children's Hospital of Philadelphia's Center for Health Equity, and Partnership for the Delaware Estuary	\$75,000 annually for initial term of 3 years	\$ 225,000	Partnership Agreement between Developer and Philadelphia Eagles dated May 25, 2022
Bartram's Garden Tree Tender Program	Supports tree canopy expansion and workforce opportunities in Southwest Phila., as administered by the John Bartram Association	\$50,000 annually for initial term of 2 years	\$ 100,000	Letter Agreement between Bartram's Garden and Developer dated Dec. 1, 2023
Additional Community Philanthropy	Voluntary contributions by Developer to over 30 community organizations and initiatives	Minimum \$180,000 annually for length of term	\$ 1,800,000	Voluntary by Developer

As noted above, most of the Ongoing Investments have been made pursuant to separate documentation. This Commitment does not modify such separate documentation executed in connection with the Ongoing Investments or any other documentation or agreement executed by Developer or related to the Project, (including, without limitation, the EOP) or make any other person or entity a third-party beneficiary

thereunder.

**3. Independent Nonprofit and the Fund.** Developer is committed to implementing a structured approach to community benefits under this Commitment by establishing a dedicated, independent nonprofit corporation (the “Independent Nonprofit”) to manage effectively the financial resources provided under Section 4 of this Commitment (collectively, “Commitment Resources”), but also to work towards ensuring that such Commitment Resources result in benefits that are durable, equitable, and aligned with the surrounding community's long-term well-being.

A. Purpose and Governance. Developer (or an affiliate of Developer) shall form the Independent Nonprofit to, among other things, facilitate the Developer’s community-focused investments under this Commitment. The Independent Nonprofit shall provide focused, accountable, and transparent governance of the Commitment Resources. The Independent Nonprofit shall administer the budget and manage Commitment Resources for the purposes outlined in this Commitment and shall be in the form described in Section 4 of this Commitment, entitled “Funding and Financial Commitments”.

B. Funding and Operations. The Independent Nonprofit shall be utilized to fund Developer’s community investment commitments covered under this Commitment. The Independent Nonprofit shall create a fund titled “The Bellwether District Community Investment Fund” (the “Fund”), to administer discretionary funds provided by or through Developer to the Independent Nonprofit through the Commitment. The Fund shall have a governance structure that includes majority representation from the Participating CAP Organizations and representatives selected by the Second Councilmanic District (as more particularly set forth in Section 4B of this Commitment), intending that the investments reflect the communities’ needs and priorities. Fund investments shall focus primarily on ZIP codes 19142, 19143, 19145, 19146, and 19153 (collectively, the “Focus ZIP Codes”, while not exclusively limiting all contributions to these areas.

**4. Funding and Financial Commitments.** Fund resources may be applied to community priorities including, but not limited to, capital improvements to local public parks, libraries, community centers, environmental programs, health-focused programs, hunger relief, anti-gun violence initiatives, and housing initiatives.

The Fund shall be structured and managed as follows:

A. Funding Schedule. Unless otherwise provided below and subject to the terms, conditions and limitations of this Commitment, Developer shall contribute the following amounts to the Fund (each, a “Fund Contribution” and collectively, the “Fund Contributions”):

(1) **\$100,000** per year (the “Base Fund Contribution”), commencing sixty (60) days following the formation of the Fund;

(2) The Fund Contribution shall be increased prospectively from the Base Fund Contribution to a total of **\$150,000** per year (the “Initial Increased Fund Contribution”) if and only once Developer has received City certificates of occupancy for third party leased Project buildings with an aggregate of at least 3 million rentable square feet (“RSF”); and

(3) The Fund Contribution shall be increased prospectively from the Initial Increased Fund Contribution to a total of **\$200,000** per year (the “Subsequent Initial Increased Fund Contribution”) if and only once Developer has received City certificates of occupancy for third party leased Project buildings with an aggregate of at least 6 million RSF.

The obligation to provide any of the Fund Contributions shall terminate upon the expiration of the Term of this Commitment. All RSF measurements to be made in accordance with the then current applicable BOMA standards or equivalent.

B. Fund Governance and Advisory Board. The Fund shall be overseen by seven (7) representatives (the “Fund Advisory Board”), including: at least one (1) representative of Developer; three (3) representatives from the Participating CAP Organizations; one (1) additional representative from the Participating CAP Organizations selected by the Second District Councilperson; and two (2) additional representatives selected by the Second District Councilperson. Participating CAP Organization representatives shall be elected pursuant to the Participating CAP Organization’s written bylaws. Fund Advisory Board members shall serve two (2) year terms.

C. Fund Governance and Bylaws Facilitation. Developer shall contract with and provide professional third-party facilitation services to members of Participating CAP Organizations to develop governance processes and protocols to be memorialized as bylaws of the Fund (the “Facilitation Services”). The facilitator of the Facilitation Services shall be selected by mutual agreement of the Participating CAP Organizations and Developer and paid for by Developer pursuant to an agreement between Developer and such third-party professional with a scope of work not to exceed **\$20,000** in the aggregate during the Term.

D. Funding Requests. Initial funding requests shall be sourced via CAP members and through community requests and recommendations. A dedicated web contact form shall be established to receive external funding requests, subject to procedures and limitations imposed by the Independent Nonprofit.

E. Grant Writing and Support. Developer shall contract with and provide professional third-party consulting services to the Fund Advisory Board for the pursuit of grant funding opportunities under the Fund, including grant identification, research, and writing services (the “Grant Support Services”). The consultant providing the Grant Support Services will be selected by mutual agreement of the Participating CAP Organizations and Developer and paid for by Developer pursuant to an agreement between Developer and such third-party professional with an annual budget during the Term of **\$20,000**.

F. Annual Meetings. The Fund Advisory Board shall meet at least once annually to review funding requests and develop proposed investments.

G. Decision-Makings. Funding decisions shall be made by majority vote of the Fund Advisory Board; provided, however, that any distribution of Commitment Resources to a Fund Advisory Board member organization or an affiliate thereof must receive unanimous approval.

H. Approval Process; Fund Balance. Once approved by the Fund Advisory Board, investment proposals shall be submitted to Independent Nonprofit in writing annually (each a “Fund Request”, and together, “Fund Requests”). Independent Nonprofit shall respond to the Fund Requests with approval, disapproval, or further questions within thirty (30) days of written receipt thereof. In the event that monies remain in the Fund from year to year (“Fund Balance”), the Fund Balance shall be carried forward and available for Fund Requests in subsequent years of the Term. In the event that a Fund Balance remains at the end of the Term and efforts by the Developer and the Participating CAP Organizations to extend the Term are unsuccessful, then in such event any Fund Balance shall be donated to a charitable organization(s) pursuant to the procedure for allocation of the Fund Balance grant monies established by the Fund.

I. Eligibility. In no event may Commitment Resources be used to support for-profit

organizations or political organizations, or directly distributed to individuals or for individual benefits.

J. Conflict of Interests. Concurrently with the creation of the Fund, the Fund Advisory Board shall affirmatively adopt rules governing conflicts of interests related to use of Commitment Resources that are consistent with best practices for nonprofit management (the “Conflict of Interests Rules”). Such adoption of the Conflict of Interests Rules shall be a condition precedent to the disbursement of any Commitment Resources.

K. Independent Audit. Upon ten (10) days’ prior written notice, Developer may initiate an audit of the Fund and the disbursement and usage of Commitment Resources. A recipient of Commitment Resources must agree with, and consent to in writing, the foregoing Developer audit right as a condition precedent to the receipt of any Commitment Resources. Such Developer audit to be conducted by an independent public accounting firm and Developer may receive reimbursement of the cost of such audit from the Fund.

L. Prohibited Uses. Fund resources may not be used for endowments or unrestricted funding which does not serve a specific program or project aligned with the Commitment goals. Commitment Resources may not be used to reduce operational deficits, resolve financial inefficiencies or past debts of recipient organizations.

M. Religious Proselytization. While faith-based non-profit organizations are eligible recipients, Commitment Resources shall not be used for religious instruction or any activities that serve primarily to advance a religious purpose.

N. Aggregate Developer Investment. With the establishment of the Fund (in addition to the Ongoing Investments), aggregate Developer investment over the Term of this Commitment in the programs and initiatives outlined in this Commitment is projected to exceed **\$10 million dollars**. The total value of this Commitment, including the decommissioning and demolition of the former Refinery, environmental remediation to date, and projected additional environmental remediation expenditures, exceeds **\$280 million dollars**. The foregoing does not include other costs and expenses incurred in connection with the acquisition of the Refinery and development of the Project, which in total exceeds **\$720 million dollars**.

**5. CAP Engagement in the Development Process.** Developer commits to regular communication with the CAP about the Project development process. This commitment not only enhances the Project’s effectiveness but also contributes to the broader goal of sustainable urban development. As such, the Developer commits to the following:

A. Enhancing Transparency and Trust. Developer hereby commits to regularly share Project information with the CAP and broader community which is central to maintaining transparency throughout the redevelopment process. Developer commits to quarterly CAP meetings. These quarterly updates enable the CAP to monitor the Project’s progress against its stated goals and create an opportunity for Developer and the CAP to exchange information and ideas. This openness fosters trust between the Developer, the community, and other stakeholders. The provisions of this Section 5 to the contrary notwithstanding, Developer shall not be obligated to share any information that is proprietary, preliminary or confidential.

Notwithstanding the foregoing, quarterly meetings may be canceled periodically upon mutual agreement of Developer and a majority of CAP representatives.

B. Incorporating Community Input: Quarterly Meetings.

(1) By engaging with the CAP on a quarterly basis, Developer demonstrates a commitment to not just inform but also actively listen and respond to community concerns and suggestions; provided that the CAP commits to providing Developer reasonable and tangible advice and feedback on general updates with the development to specific areas such as construction activity, environmental remediation, and workforce initiatives. Such community input ensures that the Project benefits are aligned with the local needs and priorities, leading to more tailored and effective outcomes.

(2) Quarterly meetings with the CAP shall occur throughout the Term. The intent of which is to establish a routine communication mechanism where Developer reports on Project progress and addresses any discrepancies between actions and stated Project commitments. Developer commits to sharing information with and gaining feedback from the CAP on topics including Project progress and timetables, construction activity, environmental remediation activities, workforce initiatives.

**6. Project Studies.** Developer commits to sharing the executive summaries of all final written studies submitted to governmental agencies related to the Project, once completed and approved, within ninety (90) days following submission.

**7. Issue-Specific Briefings.** Developer commits to providing issue-specific briefings for the CAP in the quarterly meetings contemplated by this Commitment on topics. These issue-specific briefings may be conducted proactively by Developer or at the request of the CAP.

**8. Infrastructure and Environmental Initiatives.** For the Project, Developer intends to take a holistic approach to urban redevelopment. Investing in infrastructure and environmental initiatives has a direct positive impact on the local economy and public health. Improved infrastructure can lead to increased connectivity and social and economic mobility, investment and growth. Similarly, environmental initiatives such as LEED certification, renewable energy generation, resiliency improvements, tree planting and open space, multimodal infrastructure and the promotion of electric vehicles contribute to a healthier local environment by reducing pollutants and improving air quality. These benefits extend beyond the immediate vicinity of the Project Site, contributing to regional sustainability goals. As such, the following initiatives are integral to creating a sustainable, accessible, and economically vibrant Project that aligns with many needs of local residents, businesses, and visitors, as well as broader environmental and social goals:

A. Commitment to Comprehensive Infrastructure Improvement. Developer commits to invest in both onsite and adjacent offsite infrastructure improvements incorporating safety improvements and following applicable “Complete Streets” principles including new street trees and additional landscaping and multimodal access where practical. These commitments are further outlined in Sections 8 and 9.

B. Coordination with Lower South Stakeholders. Developer commits to participating in the Lower South Infrastructure Resilience Collaborative (the “Collaborative”) convened by the City of Philadelphia’s Office of Transportation, Infrastructure, and Sustainability (OTIS) and the Office of Sustainability (OOS). Participation includes regular attendance at Collaborative meetings, sharing of information including relevant studies, and a minimum financial commitment during the Term of **\$50,000** in the aggregate.

C. Sustainable Building Practices. Developer commits to adopting LEED certifiable standards for all new Project buildings (excepting tenant improvements) developed by Developer and investing in infrastructure aimed at reducing carbon footprint including solar-ready roofing and electric vehicle (EV)-ready infrastructure throughout the Project. Such standards demonstrate Developer's intent that Developer construction and ongoing operations are environmentally responsible. The foregoing



aligns with broader environmental goals for the Project, such as reducing carbon emissions, conserving water, and improving indoor environmental quality.

D. Promotion of Electric Vehicle Use. Including electric vehicle charging stations in the Project addresses the growing demand for sustainable transportation options and demonstrates a forward-thinking approach to infrastructure planning. As part of the commitment to building LEED certifiable buildings, Developer is currently required to build five percent (5%) of passenger automobile parking spaces to EV-ready standards. Developer commits to surpassing that requirement.

E. Enhancing Pedestrian and Cyclist Accessibility. The integration of pedestrian sidewalks and bicycle lanes throughout the Project is an essential component of creating a safe, accessible, and healthy urban environment. These features promote active transportation modes, which not only can reduce traffic congestion and pollution but also can support public health. Developer is committed to incorporating both pedestrian sidewalks and bicycle lanes throughout the Project in consideration of Philadelphia's Complete Streets Guidelines. Developer is also committed to connecting into the City's existing bicycle network wherever possible.

All Project components, including those outlined in this Section 8, shall be planned in coordination with and may require approval by local, state, and federal agencies. As such, all development plans are subject to change.

**9. Public Transportation and Safety Enhancements.** The need for public transportation and safety enhancements is rooted in creating a sustainable, accessible, secure, and economically vibrant environment that aligns with urban development best practices and meets the needs and expectations of the community and all other stakeholders. In doing so, Developer is committed to doing the following:

A. Accessibility and Connectivity. Developer is committed to collaborating with the Southeastern Pennsylvania Transit Authority ("SEPTA") to increase public transit service to and through the Project. Improved public transportation services make the Project Site more accessible to employees, residents, and visitors, which is essential for the economic success of any urban development.

B. Improving Public Safety and Security. Developer is committed to both providing private security services for the Project and working in close coordination with the City's emergency management agencies, including City Police Districts 1 and 17, intending to improve safety for area stakeholders. Developer commits to coordinating with such emergency management agencies.

**10. Green Initiatives and Community Health.**

A. Tree Canopy. As a baseline, Developer shall comply with all then-current City ordinances related to Project tree planting, which could result in planting over 10,000 new trees. This tree planting endeavor aligns with broader sustainability goals by enhancing the tree canopy, mitigating urban heat island effects, providing natural air filtration, and enhancing the aesthetic and ecological value of the area. Trees play a vital role in absorbing CO<sub>2</sub> and other pollutants, thus improving air quality and contributing to climate change mitigation.

B. Publicly Accessible Open Space. Developer currently contemplates pursuing the development of publicly accessible open space along the Schuylkill River waterfront and within certain portions of the larger Project Site. Any such open space plans are dependent on revisions to current and future regulatory and third-party restrictions (not controlled by Developer) which limit the creation of publicly accessible open space at the Project Site. Community support is anticipated to be an important component of lifting third-party restrictions to allow for publicly accessible open space uses.

**11. EOP Integration; Workforce Development.** Developer intends that the Project not only transforms the physical landscape of the Project Site, but also brings about lasting economic benefits to the local community. As such, workforce development efforts are not isolated efforts, but integral parts of a larger, cohesive strategy aimed at fostering long-term prosperity and resilience in the community.

A. The EOP. As stated in Section 2 of this Commitment, Developer executed the EOP for Project. Developer intends that the EOP demonstrates its commitment to fostering local economic development, as well as inclusive growth within the adjacent communities. By aligning the EOP with the Commitment, Developer aims to transform not only the physical Project landscape but also to enhance the economic and social fabric of the local area through strategic investments and meaningful collaborative efforts. The EOP goals for Developer’s construction contracting and construction jobs (subject to the terms and conditions of the EOP) are summarized as follows:

Contract Goals – Revenue % - Enterprises certified in two or more categories will only be credited towards one category				
Contracts	Minority Owned	Female Owned	Disabled/Disadvantaged Owned	Total
Construction	50%	5-8%	GFE	55-58%
Professional Services	50%	5-8%	GFE	55-58%

Workforce Employment Goals – Total Hours %			
Workforce	Minority	Women	Local
Total	50%	12%	50%

Workforce Career Growth Goals – Total Apprentice Hours % - Total Journeypersons Hours%		
Workforce / Skill Level	Apprentice	Journeypersons
Minority	50%	50%
Women	7%	7%

B. Meeting Industry Demands with Targeted Training Programs. Developer plans to invest time and resources in the training for green jobs, STEM field occupations, and vocational skills, as well as providing returning citizen support. These training programs are designed to meet the evolving demands of the marketplace, particularly in sectors that are expected to grow within the Project Site's adjacent areas.

C. Enhancing Employment Opportunities through a Virtual Job Board. As Project leasing activity brings tenants to the Project Site, Developer shall create a virtual job board to make job listings available to the local community, with the goal that all qualified individuals, especially those from the Focus ZIP Codes, has equal access to new positions.

D. Sharing Employment Opportunities through Local Media Advertising. As Project leasing activity brings tenants to the Project Site, Developer shall contract with local media publications including the South Philly Review and Southwest Globe Times to advertise job listings, with the goal that all qualified individuals, especially those from the Focus ZIP Codes, have equal access to new job opportunities resulting therefrom.

E. Targeting Opportunities to Residents in the Focus Zip Codes. Developer will focus and/or direct employment and training opportunities to residents in the Focus Zip Codes whenever practical. As previously stated, scholarship recipients must be residents of the Focus Zip Codes and internship opportunities are targeted to residents of the Focus Zip Codes.

**12. Reporting.** Developer is committed to sharing an annual report with the CAP on Project

benefits to local residents including internships, workforce development activities and jobs obtained by local residents.

**13. Miscellaneous.**

A. Exhibits. All exhibits mentioned in this Commitment and attached to this Commitment are incorporated into this Commitment by this reference.

B. References; Headings. Unless expressly provided otherwise in this Commitment, each reference in this Commitment to a particular article, section, subsection, paragraph or clause shall be to such article, section, subsection, paragraph or clause of this Commitment. Headings of articles and sections are inserted only for convenience and are not, and shall not be deemed, a limitation on the scope of the particular articles, sections or subsections to which they refer.

C. No Third Party Beneficiaries; No Contractual Rights and No Independent Right to Enforce.

(1) Notwithstanding anything to the contrary contained in this Commitment, nothing in this Commitment shall be construed as to confer third party beneficiary status on any party or person whatsoever.

(2) Notwithstanding anything to the contrary contained in this Commitment, nothing in this Commitment shall be construed as to create any contractual rights or agreements with any person or party, and as such no person or party shall have any independent (or collective) right to enforce any provision of this Commitment against Developer, the Project or the Project Site, except as otherwise expressly provided in Section 13.C.(3) below.

(3) Developer's shall: (a) execute and file all documentation by April 1, 2025 necessary to form the Independent Nonprofit; (b) establish an account (the "Fund Account") within sixty (60) days following the formation of the Independent Nonprofit for the purposes of receiving future Fund Contributions; (c) deposit the Base Fund Contribution into the Fund Account, in accordance with the funding schedule set forth in Section 4.A(1) of this Commitment and subject to the terms thereof; (d) deposit the Initial Increased Fund Contribution into the Fund Account, in accordance with the funding schedule set forth in Section 4.A(2) of this Commitment, if applicable and subject to the terms thereof, (e) deposit the Subsequent Increased Fund Contribution into the Fund Account, in accordance with the funding schedule set forth in Section 4.A(3) of this Commitment, if applicable and subject to the terms thereof; (f) procure the Facilitation Services within sixty (60) days following selection of the third-party professional selected by the Participating CAP Organizations and Developer; and (g) procure the Grant Support Services within sixty (60) days following selection of a third-party professional(s) selected by the Participating CAP Organizations and Developer (items (a) through (g), each a "Binding Obligation" and collectively, the "Binding Obligations").

As used herein, the "Appointed CAP Member" shall be the Participating CAP Organization member of the Fund Advisory Board appointed by a majority of the Participating CAP Organization members of the Fund Advisory Board. The Appointed CAP Member shall have the sole and exclusive right to enforce such Binding Obligation(s) on behalf of the Participating CAP Organization(s), and no other party (except Developer) shall have any rights or remedies hereunder. In the event Developer fails to perform a Binding Obligation(s), the Appointed CAP Member (acting on behalf of the Participating CAP Organization(s)) shall, as its sole and exclusive remedy be entitled to pursue the direct damages resulting from such failure to perform the Binding Obligation(s) in a court in the Commonwealth of Pennsylvania in accordance with Pennsylvania law. In no event shall Developer be

liable for any consequential, special or punitive damages as a result of Developer's failure to perform any or all of the applicable Binding Obligations.

(4) Developer and the Participating CAP Organizations mutually waive any and all right either may have to request a jury trial at law or in equity by virtue of the execution of this Commitment by Developer and the acknowledgement of this Commitment by said Participating CAP Organizations.

(5) Prior to filing any litigation, the Appointed CAP Member shall attempt to resolve any dispute with Developer through alternative dispute resolution (i.e., mediation or arbitration). The prevailing party in any such dispute shall be entitled to reasonable attorneys' fees, expenses, and court costs that such prevailing party incurred in connection with such enforcement.

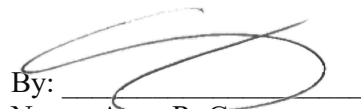
D. Further Assurances. The Appointed CAP Member shall, without charge, at any time and from time to time, within ten (10) calendar days after request by Developer certify by written instrument, duly executed, acknowledged and delivered, to the effect that this Commitment is unmodified and in full force and effect (or if there shall have been modifications that the same is in full force and effect as modified and stating the modifications), stating whether or not any notice of default has been given to Developer which has not been cured and, whether or not, to the best knowledge of the person executing such estoppel certificate on behalf of Appointed CAP member, Developer is in default in performance of any covenant, agreement or condition contained in this Commitment and, if so, specifying each such default of which the individual executing such estoppel certificate may have knowledge. If Appointed CAP Member does not respond aforesaid within such ten (10) calendar date period, the Developer may self-certify and such self-certification shall be binding on Appointed CAP Member. Such certification may be relied upon by any prospective Project mortgagee, Project investor or Project tenant.

E. By acknowledging this Commitment, the Participating Cap Organizations agree to the terms, provisions, waivers and limitations of Section 13.C.(1) to (5) and Section 13.D of this Commitment.

This Community Benefits Commitment is executed as of the day and year first above written.

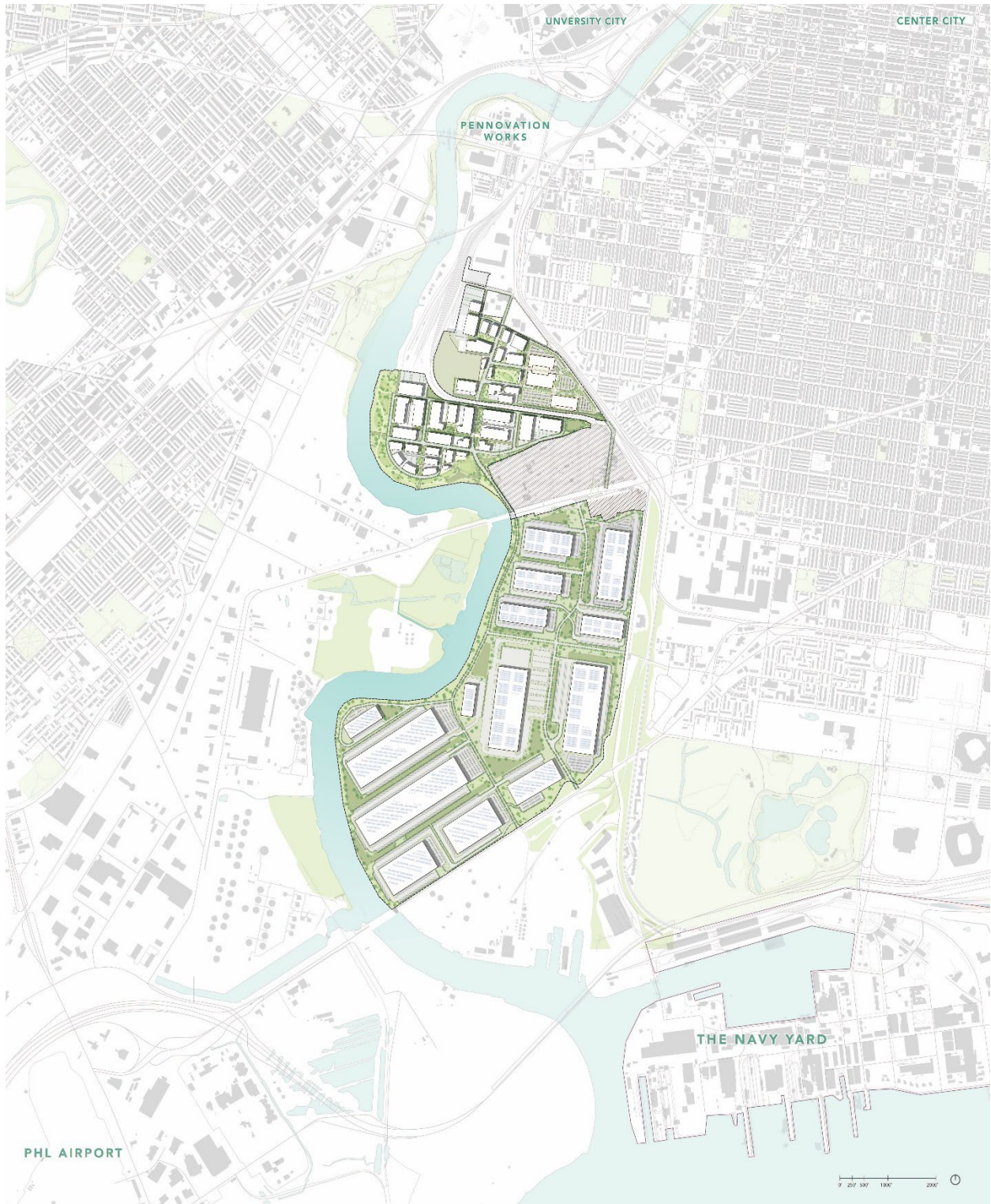
DEVELOPER:

The Bellwether District Holdings, LLC  
a Delaware limited liability company

By:   
Name: Anne R. Garr  
Title: Assistant Secretary

**[PARTICIPATING CAP ORGANIZATION ACKNOWLEDGEMENTS TO FOLLOW]**

**EXHIBIT "A"  
MASTERPLAN  
SEE ATTACHED**



UNIVERSITY CITY

CENTER CITY

PENNOVATION  
WORKS

PHL AIRPORT

THE NAVY YARD

0 250 500 1000 2000' N

## **Participating CAP Organizations**

ACANA  
Bartram's Garden  
Eastwick Friends and Neighbors Coalition  
Eastwick United Methodist Church  
Empowered CDC  
Friends of Penrose  
Grays Ferry Community Council  
Packer Park Civic Association  
Point Breeze CDC  
Resident Action Committee II  
Southwest CDC  
South Philadelphia Business Association  
Universal Audenried Charter High School  
United South Southwest Coalition  
West Passyunk Neighborhood Association  
Wilson Park Resident Council

*Individual signed acknowledgement pages can be viewed upon request.*