

COMMUNITY BENEFITS AGREEMENT

BEURY RESIDENCES

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Community Benefits Agreement
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This Community Benefits Agreement (this “**Agreement**”) is entered into and dated as of this 7 day of ~~June~~ 2021 (the “**Effective Date**”) by and between **Shift Capital, LLC**, a Pennsylvania limited liability company (“**Shift Capital**”), **3709 N. Broad Street, LLC** (“**Fee Owner**”), a Pennsylvania limited liability company, 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. Shift Capital is a Philadelphia-based private real estate developer that uses real estate to strategically tackle intergenerational poverty by investing holistically and at scale in and around a neighborhood catalytic project.

B. Shift Capital, through a wholly owned subsidiary corporation, 3709 N. Broad Street, LLC, purchased and currently owns the site at 3705-25 N. Broad St, Philadelphia, PA, 19140 (the “**Project Site**”).

C. Shift Capital has proposed to redevelop the Project Site with approximately 113 residential units, comprising 50 proposed affordable units and 63 market rate units, and approximately 13,000 square feet of commercial space in a project to be known as Residences at the Beury (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, Philadelphia. BGEC recognizes that any development in 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. Shift Capital has expressed a commitment to entering into a community benefits agreement to prioritize certain community-centered goals for the Project, including, but not limited to, local hiring and affordable housing, and has affirmed its commitment to these goals in communications with BGEC and potential funders of the Project.

F. BGEC and the Shift Capital have engaged in months of dialogue and negotiations about the Project and the community benefits outlined herein.

G. BGEC’s support for the Project is conditioned upon Shift Capital providing the community benefits outlined herein.

H. BGEC and Shift Capital 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.

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I. Shift Capital has formed 3709 N Broad, LLC, a Pennsylvania limited liability company, for the purpose of holding, developing, and operating the Project (the “**Development Entity**”). Shift Capital may form additional entities it controls to carry out the holding, developing, and operating of various aspects of the Project (the “**Additional Development Entities**”). The interest and duties under this Agreement shall be assumed and/or assigned to the Development Entity or Additional Development Entities as necessary and appropriate in order to ensure Shift Capital’s good faith compliance with the terms of this Agreement. Whenever this Agreement confers a responsibility or obligation upon Shift Capital, such responsibility or obligation includes Shift Capital’s duty to coordinate and direct the activities of the Development Entity and Additional Development Entities where such entities’ actions or inactions are required for such responsibility or obligation to be met.

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 Effective Date, Shift Capital 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):

“Additional Development Entities” has the meaning set forth above.

“Agreement” has the meaning set forth above.

“BGEC” has the meaning set forth above.

“BGEC Members” (each 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;
- North10, Philadelphia, a Pennsylvania non-profit corporation.

“City” means the City of Philadelphia.

“Covered Party” has the meaning set forth in Article III below.

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“Construction Contract” means each contract between Shift Capital, the Development Entity, or an Additional Development Entity and a contractor for construction or demolition work at the Project Site.

“Construction Employee” means any individual engaged in 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.

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

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

“Construction Phase” means each portion of the Construction Work that is carried out pursuant to a single Construction Contract.

“Construction Work” shall mean, for the time period between the commencement of the first Construction Phase and the end of the final 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.

“Construction Workforce Schedule” has the meaning set forth in Article IV below.

“Development Entity” has the meaning set forth above.

“Effective Date” has the meaning set forth above.

“Emergency” shall mean a situation in which (a) a human or animal faces or is 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.

“Fee Owner” has the meaning set forth above.

“General Contractor” shall mean an entity that executes a Construction Contract to perform and/or coordinate construction, demolition, or clean-out services.

“Job Classification” means the three following categories of Construction Employees and Permanent Employees, to the extent a Construction Employer or Permanent Employer has such employees: Category 1—those who do not supervise any Construction Employees or Permanent Employees; Category 2—those who supervise at least one Construction Employee or Permanent Employee; and Category 3—those who supervise at least one Construction Employee or Permanent Employee in Category 2.

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

“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.

“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 a Resident in the area of North Philadelphia specified in “Exhibit A” to this Agreement.

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

“Neighborhood” means the 19140 zip code. “Exhibit A” 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 the Neighborhood.

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

“Parties” means collectively, and singularly, BGEC, BGEC Members, the Development Entity and Shift Capital.

“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 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 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 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.

“PHFA” has the meaning set forth in Article III below.

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

“Project” has the meaning set forth above.

“Project Site” has the meaning set forth above.

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

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

“Shift Capital” has the meaning set forth above.

“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) Shift Capital ceases involvement in the Project.

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

“Training Fund” has the meaning set forth in Article IV below.

“Transfer of Interest” has the meaning set forth in Article XI below.

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

Article II. Representations & Warranties

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

a. Shift Capital intends that the Project will be located on the parcels of land in Philadelphia known as of the Effective Date as 3705 North Broad Street, OPA # 871200350;

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3707 North Broad Street, OPA #885513320; and 3709-25 North Broad Street, OPA #882364600.

b. 3709 North Broad Street, LLC is the owner of fee simple title to the Project Site.

c. The execution and delivery of this Agreement and the performance of Shift Capital'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 Shift Capital in accordance with its terms.

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

e. Shift Capital has not executed a contract that does or would prevent Shift Capital or any other person or entity from fully carrying out the responsibilities under this Agreement.

f. Shift Capital has not received or applied for funds or financing from any source, the acceptance of which does or would prevent it or any other person or entity from fully carrying out the responsibilities under this Agreement and it will not apply for such funds or financing while this Agreement is in effect.

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

h. Notwithstanding the foregoing, if Shift Capital determines in its sole discretion before the commencement of Project construction not to pursue the Project or to change the uses or intensity thereof for any reason, then so long as such changes are not made for the purpose of avoiding compliance with this Agreement, BGEC's sole remedy and recourse under this Agreement shall be the termination of the obligations of BGEC pursuant to Article III.

i. Shift Capital, by itself, through the Development Entity, or through any other entity it may own or control, has full power to carry out its obligations under this Agreement. Shift Capital shall act at all times in good faith to coordinate and direct the activities of the aforementioned entities so as to achieve full compliance with this Agreement.

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

a. The execution and delivery of this Agreement and the performance of 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.

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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.** As reasonably requested by Shift Capital, BGEC shall send one letter per request in unqualified support of the Project to each elected or appointed governmental official, agency, institution or Project funder. 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 Shift Capital, so long as Shift Capital provides at least one week's notice of such a meeting or event, and BGEC 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 & Support.

a. **Obligations.** BGEC, and each BGEC Member, shall refrain from expressing, or causing to be expressed, any opposition, written, verbal or otherwise, to the development and operation of the Project in any forum, including comments to the media, in public meetings, and in any private conversations or meetings with elected or appointed governmental officials. BGEC, and each BGEC Member, shall, when reasonably requested by Shift Capital, or when asked about the Project by a member of the media or a government official, express support for the Project, but only to the extent Shift Capital is complying with this Agreement in good faith. In accordance with the foregoing, if Shift Capital is not fully complying with this Agreement, BGEC and each BGEC Member will bring concerns to Shift Capital directly, allowing five days for response, prior to making any statements regarding noncompliance. Furthermore, if BGEC or any BGEC Member wishes to express concerns about the Project unrelated to compliance with this Agreement, BGEC and/or such BGEC member will bring concerns to Shift Capital directly, allowing five days for response, prior to making any statements about those concerns.

b. **Covered Parties.** Obligations under this Section 2 apply only to organizational leaders of BGEC Members who are authorized to speak or act on behalf of BGEC or such BGEC Member (collectively, "**Covered Parties**" and each, a "**Covered Party**"). Actions by individuals who are not Covered Parties shall not constitute a violation of this Article, provided such individuals (1) do not indicate publicly that they are speaking or acting on behalf of such BGEC Member and (2) act in good faith and not in a manner designed by Covered Parties to avoid compliance with the terms of this Agreement. If Shift Capital alleges a breach under this Section, Shift Capital shall provide prompt notice to BGEC, and BGEC or such BGEC Member shall have a reasonable opportunity to cure by retracting, clarifying, refuting, or

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qualifying the alleged statement as necessary or appropriate, provided Shift Capital shall be able to exercise any remedies available to it under this Agreement if, as reasonably determined by Shift Capital after such reasonable opportunity to cure has elapsed, the action taken by the non-Covered Party has a materially adverse impact on the Project.

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) Shift Capital 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.

Article IV. Construction Jobs

1. Construction Employment Requirement. Shift Capital shall use best efforts to ensure that Neighborhood Residents and Near-Neighborhood Residents benefit from the construction jobs generated by the Project by complying with the “Construction Employment Requirement” as follows:

a. [Redacted]

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

c. [Redacted]

d. [Redacted]

e. [Redacted]

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- f. All other requirements of this Article are met.



3. Jobs Coordinator. BGEC will designate a person or entity to refer applicants to each 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 Construction Employers and to refer those applicants to the 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. Shift Capital 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 Construction Phase, Shift Capital shall cause the General Contractor to construct a construction office/trailer to be built at the Project Site if a construction office does not already exist on the Project Site. The construction office/trailer shall provide space for the posting of employment opportunities and for Construction Employers to conduct interviews. All Construction Employers shall use their best efforts to conduct interviews for Construction Work job openings at the construction office/trailer 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/trailer or in another prominent location at the Project Site.

5. Workforce Schedules. At least two weeks before the commencement of each Construction Phase, Shift Capital shall submit to BGEC and the Jobs Coordinator a schedule that estimates the number of workers needed, listed by type or skill set (the “**Construction Workforce Schedule**”). Unless otherwise agreed by BGEC and the Jobs Coordinator, the 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 Construction Workforce Schedule shall be designed to best facilitate a search for Neighborhood Residents and Near-Neighborhood Residents with the appropriate skill set and availability for the Construction Work. Every two weeks after Shift Capital provides the first Construction Workforce Schedule for a particular Construction Phase, Shift Capital shall provide BGEC and the Jobs Coordinator within an updated Construction Workforce Schedule. Shift Capital 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, Shift Capital will contribute \$150,000 towards a fund (the “**Training Fund**”) to support job training and apprenticeship initiatives for Neighborhood

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Residents. The Training Fund may be used to pay for purposes including, but not necessarily limited to, tuition for job training programs, stipends for individuals attending job training programs and participating in apprenticeships, and transportation to and from job training programs and apprenticeships. The Training Fund may be used to support training and apprenticeships in construction fields or in the types of jobs that may be offered by businesses operating at the Property, such as food service and retail. Shift Capital's contribution to the Training Fund shall be paid to BGEC or North10, Philadelphia on the following schedule: \$100,000 at the closing of financing on the Project; and \$50,000 at stabilization of the Project (as such concept is defined in the limited partnership agreement or limited liability company agreement governing the Project's affordable housing units), which date is currently projected to be ten months after construction completion.

7. Hiring Orientations. In advance of each Construction Employer's commencement of its work on the Project, Shift Capital shall schedule an in-person orientation meeting to which the Jobs Coordinator and representatives of Shift Capital, the General Contractor for the relevant Construction Phase and the Construction Employer are invited. The Jobs Coordinator shall be invited to all pre-bid and pre-Construction Work meetings. The orientations shall cover the terms of this Agreement that relate to the Construction Work, including the Construction Employment Requirement. The purpose of the orientations is to establish relationships between the Construction Employer and the Jobs Coordinator and to ensure that each Construction Employer has a plan for compliance with the Construction Employment Requirement.

8. RFP Requirements. All Request for Proposals, Requests for Information, Requests for Quotations, Requests for Qualifications, or any other similar document used by Shift Capital and/or the General Contractor in the process of identifying or selecting Construction Employers to work on the Project (an "RFP") shall state, in the body of the RFP, that any Construction Employer hired pursuant to the RFP shall be required to meet the Construction Employment Requirement under this Agreement.

9. General Contractor Selection

a. Request for Proposals. Prior to releasing a Request for Proposals for the General Contractor for each Construction Phase, Shift Capital 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 Shift Capital regarding such language, in order to raise with Shift Capital, 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 with such language if the Jobs Coordinator does not provide in writing to Shift Capital such concerns within seven (7) days of delivery of the relevant portion of the Request for Proposals.

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b. Pre-Bid Meetings. Shift Capital shall invite the Jobs Coordinator to send a representative to any meetings Shift Capital hosts for prospective General Contractor for a Construction Phase in order to ensure such entities' understanding of this Agreement. Shift Capital 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 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.

Article V. Permanent Jobs

1. Permanent Employment Requirement. Shift Capital shall use best efforts 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 Permanent Employers (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; and

b. Meeting all other requirements of this Article.

2. Quality Jobs Requirement. Shift Capital will use best efforts to lease space to Permanent Employers who will employ their Permanent Employees on terms and conditions that provide such employees with the opportunity to advance their careers and life prospects. Permanent Employers shall demonstrate compliance with this Section by doing one or more of the following: (i) providing substantial employee benefits, such as tuition reimbursement, family-friendly scheduling, and healthcare; (ii) by providing direct additional benefits to Neighborhood Residents through Neighborhood community involvement; and/or (iii) by paying each Permanent Employee a wage of no less than, on an hourly basis, the lowest hourly wage paid by the City to City Employees in effect at any given time. (For information purposes only, as the wage amounts are subject to change by action of the City government, the current wage floor as of the Effective Date is \$13.75 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 IV above. The Jobs Coordinator shall be the same person designated pursuant Section 3 of Article IV above .

4. Workforce Schedules. At least two weeks prior to any Permanent Employer's commencement of operations at the Project Site, to the best of its actual knowledge, Shift Capital 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. Shift Capital shall use its best efforts to provide these lists before the aforementioned

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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. Commercial Leasing. Shift Capital shall use commercially reasonable efforts to identify commercial tenants who will prioritize Neighborhood Residents and Near-Neighborhood Residents for permanent jobs and who are willing to work with the Jobs Coordinator to identify potential employees. Shift Capital will share all marketing material and leasing collateral with BGEC. In accordance with Article IX, Shift Capital will report regularly on leasing prospects and progress made toward leasing. These reports will include a listing of all non-confidential leasing prospects being pursued and notes regarding the status of each prospect. Shift Capital commits to explore all feasible opportunities BGEC identifies for the Neighborhood.

6. Hiring Orientations. In advance of each Permanent Employer's commencement of operations at the Project, Shift Capital shall schedule an orientation meeting to which the Jobs Coordinator, representatives of Shift Capital, 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. 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 and has a demonstrated ability to materially accomplish the requirements of Section 1 of this Article. Any exemption may be granted only by the written assent of the Jobs Coordinator.

8. Letters of Assent. At least two weeks before any Permanent Employer begins Permanent Work, Shift Capital shall provide BGEC and the Jobs Coordinator with a letter in the form set forth in "Exhibit B" 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. Training Programs and Apprenticeships. Pursuant to Section 6 of Article IV above, the Training Fund may be used to fund job training and apprenticeship programs to prepare Neighborhood Residents for permanent jobs at the Project.

Article VI. Housing

1. Rents. Approximately 50 residential units in the Project shall be subject to affordability restrictions under the Low Income Housing Tax Credit program and shall have rents in compliance with 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, Shift Capital, or any party contracted by Shift Capital 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, Shift Capital 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 Shift Capital 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. 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. Unbundling. 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) unbundle such procurement needs into subsets to the greatest extent practicable such that the Procuring Party can contract directly with Local Businesses for such subsets, or (ii) require a non-local contractor to subcontract with Local Businesses to the greatest extent practicable.

Article VIII. Mitigation, Upkeep & Safety

1. Maintenance. Shift Capital shall keep the area around the Project clean of all debris and litter. Shift Capital 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 Shift Capital shall remove such graffiti. Shift Capital shall promptly remove accumulations of snow and ice, and shall treat sidewalks as necessary to ensure pedestrian safety. Shift Capital shall deposit and dispose of snow in accordance with City law, regulations and guidelines.

2. Support for Neighborhood Cleanups. Shift Capital 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.

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

4. Security Cameras. Shift Capital 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.

5. Litter Receptacles. At a minimum, Shift Capital 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. Shift Capital shall maintain and empty the litter receptacles as necessary to ensure that they remain safe and usable for both pedestrians and Project invitees.

6. Term. Notwithstanding anything to the contrary contained herein, the obligations of Shift Capital set forth in this Article 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 IX. Reporting & Monitoring

1. Pre-Construction Reporting. Upon the written request of BGEC (but not more often than once every three months) prior to the commencement of construction, Shift Capital 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 Construction Phase; (ii) obtaining any necessary permits for commencing the first Construction Phase; (iii) commencing the first Construction Phase; (iii) completing the first Construction Phase; (iv) releasing a Request for Proposals for a General Contractor for any future Construction Phases; (v) selecting General Contractors for any future Construction Phases; (vi) closing on any financing for the

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Construction Work; (vii) commencement of any future Construction Phase; and the (viii) issuance of certificates of occupancy from the City covering the entire Project.

b. Future Contractors & Tenants. The identity of: (i) any general contractors or subcontractors Shift Capital has contracted with for the Construction Work; (ii) a listing of all non-confidential leasing prospects being pursued and notes regarding the status of each prospect; and (iii) any person or business with whom Shift Capital has entered into a commercial lease.

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

2. Reporting During Construction. Starting with commencement of the first Construction Phase and continuing until certificates of occupancy have been issued by the City covering the entire Project, Shift Capital 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 Construction Work performed, disaggregated for each Construction Employer.

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

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

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

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

v. Subcontracting. The dollar value of subcontracts awarded to date to MBEs, to WBEs, to all subcontractors working on the Project.

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 covering the entire Project.

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c. **Comment Log.** A log of all comments Shift Capital received from Neighborhood Residents about the Project pursuant to Section 6 of Article X below.

3. Reporting During Permanent Operations.

a. **Written Reports.** Starting with the commencement of Permanent Operations and for two years thereafter, Shift Capital 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, Shift Capital shall provide reports once a year. Each report shall include:

i. **Commercial Tenant Information.** The current lease commencement and expiration dates for any tenant who has signed a lease for commercial space at the Project, a listing of all non-confidential leasing prospects being pursued, and notes regarding the status of each prospect.

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

iii. **Other Information.** At the sole discretion of Shift Capital, any other information that would further the goals of the community engaging with and benefiting from the Project.

b. **Meeting Reports.** Starting with the commencement of Permanent Operations, and until expiration of the Term, Shift Capital and each Permanent Employer shall meet with BGEC or the Jobs Coordinator once every three months during Year 1 and biannually thereafter to provide BGEC with information about the Permanent Work performed. BGEC will compile the information to monitor compliance with Article V of this Agreement and to inform interventions that may be needed to improve employee retention. Specifically, Shift Capital and each Permanent Employer shall come to each meeting prepared to provide the following information:

i. **Hours/Retention Rate.** The total number of hours worked in each Job Classification by Neighborhood Residents, Near-Neighborhood Residents, and by all other Permanent Employees and the retention rate for employees in each of the aforesaid categories.

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.

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

5. Recordkeeping. Shift Capital shall maintain records that provide evidence for each item in each report provided under this Article IX 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 Shift Capital'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 X. Community Engagement Program

1. Project Website. Shift Capital 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 shall be fully accessible to the public within 60 days of the Effective 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 Shift Capital and BGEC. At a BGEC Member's request, Shift Capital shall remove that BGEC Member from the list of persons or entities receiving the submissions.
- d.** Any other information or documents Shift Capital reasonably determines will aid in the public's understanding of this Agreement and its implementation.

2. Community Message Board.

a. Construction Period. Subject to obtaining all local approvals, Shift Capital shall install and maintain, at its 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 completion of Project construction. The message board shall be oriented towards Broad Street and shall be large enough to be easily

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readable by pedestrians walking past the Project site on the sidewalk on the east side of Broad Street.

b. Permanent Operations. Shift Capital shall install and maintain, at their sole cost and expense, a community message board in the lobby of the completed Project. The message board shall be fully operational within one month after certificates of occupancy are issued for the Project and shall remain fully operational until the expiration of the Agreement.

c. Required Information. At a minimum, information provided on the message boards required by this Section 2 must include:

- i.** 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;
- ii.** Notification of all public meetings required by this Agreement; and
- iii.** 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, Shift Capital shall regularly attend community meetings and shall attend 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, Shift Capital shall be available to answer questions and receive feedback.

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

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iii. During Construction. Any meeting taking place during a Construction Phase shall cover the contents of any reports provided by Shift Capital 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 Shift Capital'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 Shift Capital 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 Shift Capital 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 Shift Capital 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 Shift Capital may carry out and coordinate other outreach activities mutually agreed upon by BGEC and Shift Capital, including block party sponsorships, site tours, social media, and SEPTA advertising.

6. Comment Log. Shift Capital 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 and email. Notwithstanding the foregoing, Shift Capital 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 XI. Transfer or Sale

1. Limitations on Transfer. Any transfer, sale or assignment of any interest in the Project or the Project Site, including title to any portion of the Project Site, or a transfer or assignment of any interest in any portion of this Agreement (a "**Transfer of Interest**") by a Selling Party shall be made in compliance with terms of this Article. Furthermore, no Selling Party may effect a Transfer of Interest unless the Selling Party has satisfied in full its obligations to make payments to the Training Fund under this Agreement.

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Beury Residences

2. Transfer of Obligations. At any time that a Selling Party chooses to effect a Transfer of Interest, the Selling Party shall ensure that the Successor to the Selling Party agrees to assume all of the obligations of the Selling Party under this Agreement relevant to the Successor's concurrent or contemplated actions related to the Project, and that the assumed obligations are enforceable directly against the Successor to that same degree that they were enforceable against the Selling Party prior to the Transfer of Interest. For example, if a Selling Party effects a Transfer of Interest after construction completion and after all payments to the Training Fund have been made, the obligations the Successor would be required to assume would be those in Article V (relating to Permanent Jobs), Article VI (relating to Housing), Article VII (relating to Procurement), Article IX (relating to Reporting & Monitoring), Article X (relating to Community Engagement), this Article (relating to Transfer or Sale), Article XII (relating to Enforcement), and Article XIII (relating to miscellaneous matters).

3. Required Contract & Terms. No Transfer of Interest may be effectuated unless the Selling Party and the entity receiving such interest have executed a purchase agreement or other agreement governing conveyance of that interest, and such agreement includes the following, as material terms:

- a. the Transfer of Interest cannot be effectuated unless BGEC has been provided with a copy of a fully executed Confirmation of Successorship in the form set forth as Exhibit C;
- b. the party purchasing or receiving the interest is a Successor under this Agreement and assumes all the obligations that flow to it under this Agreement as a Successor;
- c. BGEC and each BGEC Member are intended third party beneficiaries with the right to enforce all provisions of the purchase agreement or other agreement governing conveyance of that interest related to Successor's obligations under this Agreement; and
- d. this Agreement is binding on the Successor and enforceable by BGEC and each BGEC Member directly against the Successor.

4. Required Terms of Deed. If Selling Party is to execute a deed to effectuate the Transfer of Interest, the deed shall include this Agreement as a material term, binding on the grantee of the deed and enforceable by BGEC and each BGEC Member as intended third party beneficiaries.

5. Procedure.

- a. **Notice.** The Selling Party shall, at least sixty (60) days before effectuating the Transfer of Interest, notify BGEC of its intention to complete the Transfer of Interest.
- b. **Post-Notice Meetings.** Within two weeks of the notice pursuant to Section 5.a above of this Article, the Selling Party, BGEC, and the prospective purchaser, transferee, or assignee shall have a meeting in which the BGEC shall have opportunity to provide

Community Benefits Agreement
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feedback on the prospective Transfer of Interest. At this meeting the Parties, as well as the potential Successor, shall begin establishing all plans and procedures necessary to ensure that the potential Successor will assume all obligations of the Selling Party under this Agreement. Following the first meeting, the same parties shall hold additional meetings as are necessary to establish such plans and procedures.

c. Successorship Form. At least thirty (30) days before a Selling Party enters into a contractual agreement governing any Transfer of Interest, the Selling Party shall provide BGEC with a copy of a fully executed Confirmation of Successorship in the form set forth as Exhibit C.

d. Provision of Draft. At least fifteen (15) days before a Selling Party enters into a contractual agreement governing any Transfer of Interest, the Selling Party shall deliver to BGEC a draft of the portions of the deed or contract pertaining to the requirements of Sections 3 and 4 of this Article. BGEC shall have an opportunity within seven (7) days of delivery to meet and confer with the Selling Party regarding such agreement language, in order to raise with the Selling Party prior to execution any concerns regarding fulfillment of the requirements of Sections 3 and 4 of this Article. Within one day of the execution of any deed or contract implicating Sections 3 and 4 of this Article, the Selling Party shall deliver to BGEC an executed copy of the portions of the deed or contract pertaining to requirements of Sections 3 and 4 of this Article.

Article XII. 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. If a mediation pursuant to this paragraph is not held within 30 days of a Party's request for a mediation then, so long as the Parties have each worked in good faith to schedule such mediation, a Party may pursue litigation pursuant to paragraph 3 of this Article.

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 Shift Capital. In an action by BGEC or a BGEC Member against Shift Capital for any alleged breach under this Agreement, the court may order any equitable or injunctive relief, or issue an order of specific performance. Monetary damages shall not be available as a remedy in such action.

b. Breaches by BGEC. In an action by Shift Capital 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. Monetary damages shall not be available as a remedy in such action.

Article XIII. Miscellaneous

1. 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 Shift Capital 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.

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

3. 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 Josh Klaris unless and until Josh Klaris or a majority of the BGEC Members provide notice to Shift Capital that a different person has authority to provide designation or consent for BGEC under this Agreement.

4. Term. This Agreement shall be in effect from the Effective Date until the date that is thirty years from the Effective Date.

5. Termination. Subject to Section 3 of Article III above, this Agreement may only be terminated with the written agreement of all signatories to this Agreement.

6. Solicitation of Funding Sources. If Shift Capital 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 entity that will receive Low Income Housing Tax Credits. Shift will also provide notice of this Agreement and its material terms when seeking other investors and lenders to provide financing for the construction and/or

Community Benefits Agreement
Beury Residences

permanent operations of the Project. Shift Capital shall use good faith efforts to solicit and identify investors and lenders who will affirmatively embrace the goals of this Agreement.

7. **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, Shift Capital may and will transfer some or all of its interest and duties under this Agreement to the Development Entity and/or Additional Development 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 Shift Capital. Notwithstanding anything to the contrary contained in this Agreement, the ownership interests in the Development Entity and the Additional Development Entities may be held by any party or parties so long as Shift Capital has a controlling interest in the managing member or general partner of the Development Entity or Additional Development Entities, as applicable. Shift Capital shall provide copies of any assignment agreements for review and approval by BGEC.

8. **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 Shift Capital and Fee Owner, as well as each of their Successors and any Successors to their Successors; provided, however, that notwithstanding anything in this Agreement to the contrary, in no event shall this Agreement bind any lender that succeeds to the interest of Shift Capital or Fee Owner with respect to the Project, Project Site, or any part thereof, regardless of whether such lender formally forecloses or otherwise, nor shall this Agreement bind any person or entity that takes the Project, Project Site, or any part thereof through such a lender. References in this Agreement to an entity shall be deemed to apply to any Successor of that entity.

9. **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.

10. **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, by certified mail, return receipt requested, or by nationally-recognized next day courier service. 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 Shift Capital:

Shift Capital
3525 I Street
Philadelphia, PA 19134

To BGEC:

Community Benefits Agreement
Beury Residences

Broad Germantown Erie Collaborative
c/o North10, Philadelphia
3890 N. 10th Street
Philadelphia, PA 19140
josh@north10phl.org
Attn: Joshua Klaris, Executive Director

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

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. 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

11. 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.

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

Community Benefits Agreement
Beury Residences

13. Amendments. This Agreement may not be altered, amended or modified, except by an instrument in writing signed by BGEC and Shift Capital. 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.

14. 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.

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

16. 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.


17. 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
Beury Residences

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement the day and year first above written.

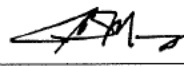
Shift Capital, LLC, a Pennsylvania
limited liability company

By:  _____

Name: Joseph Brian Murray

Title: CEO

3709 N. Broad Street, LLC, a
Pennsylvania limited liability
company

By:  _____

Name: Joseph Brian Murray

Title: Managing Member

[Signatures Continue on Following Page]

Community Benefits Agreement
Beury Residences


Broad-Germantown-Erie Collaborative, a Pennsylvania unincorporated association

By: 
Name: Josh Klaris
Title: Authorized Representative


Nicetown Community Development Corporation, a Pennsylvania non-profit corporation

By: 
Name: Majeedah Rashid
Title: Executive Director

Called to Serve CDC, a Pennsylvania non-profit corporation

By: 
Name: Jeffery Harley
Title: Executive Director

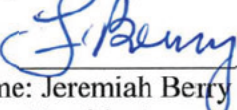
Nicetown Tioga Improvement Team, a Pennsylvania unincorporated association

By: 
Name: Cynthia Barnes
Title: Co-Chairperson

Hunting Park CRC, a Pennsylvania non-profit corporation

By: 
Name: Charles Lanier
Title: Executive Director

Hunting Park United, a Pennsylvania non-profit corporation

By: 
Name: Jeremiah Berry
Title: President

North10, Philadelphia, a Pennsylvania non-profit corporation

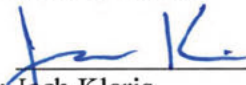
By: 
Name: Josh Klaris
Title: Executive Director

Exhibit A

Near Neighborhood Resident Definition

* * * *

Beury Residences

Community Benefits Agreement

Near Neighborhood Resident Definition

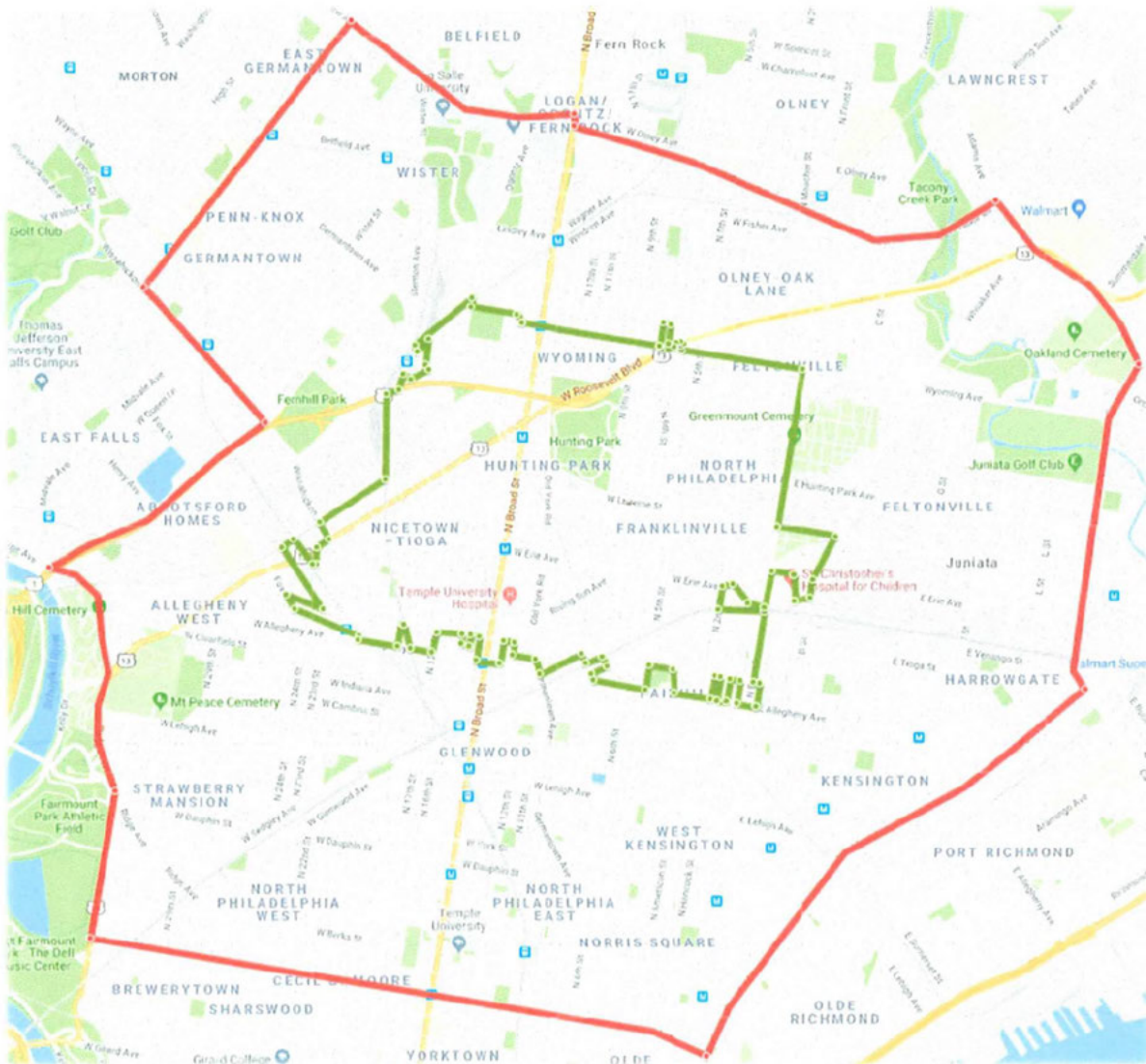
A “Near Neighborhood Resident” is a person who is not a Resident in the 19140 zipcode, but is a Resident in the 19132 or 19133 zipcodes, or in the area bounded by the following streets:

- 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.

Community Benefits Agreement Beury Residences – Exhibit A

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):



Community Benefits Agreement
Beury Residences – Exhibit B

Exhibit B

Form of Letter of Assent

* * * *

Beury Residences

Community Benefits Agreement

Community Benefits Agreement
Beury Residences – Exhibit B

[Employer Letterhead]

[Date]

Broad-Germantown-Erie Collaborative
c/o North10, Philadelphia
3890 N. 10th Street
Philadelphia, PA 19140
Attn: Josh Klaris

Re: Letter of Assent – Beury Residences 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 (the “**Agreement**”), dated [___], which obligates Shift Capital and its assignees (“Shift Capital”) to make best efforts to meet certain requirements relating to hiring and employment practices at the Residences at the Beury project in North Philadelphia. Additionally, I have had the opportunity to review the Agreement to ensure that I fully understand the community expectations under the Agreement.

Sincerely,

[signature]

[Name]

[Title]

Community Benefits Agreement
Beury Residences – Exhibit C

Exhibit C

Form of Confirmation of Successorship

* * * *

Beury Residences

Community Benefits Agreement

CONFIRMATION OF SUCCESSORSHIP

THIS CONFIRMATION OF SUCCESSORSHIP (“**Confirmation**”) is made by _____, a _____ (“**Successor**”).

On _____, 2021, Shift Capital, LLC, 3709 North Broad Street, LLC, the Broad-Germantown-Erie Collaborative (“**BGEC**”), and the six community organizations in the collaborative (the “**BGEC Members**”) entered into a community benefits agreement (the “**CBA**”), related to certain terms of the development of the Beury Residences (the “**Project**”).

The CBA requires that a Successor must execute this Confirmation before [insert name of party selling interest] (“**Selling Party**”) and Successor can execute the [list title of purchase agreement, joint venture agreement, or other agreement between Owner and Successor] (“**Purchase Agreement**”) [or other appropriate short title], pursuant to which [simple description of transaction, e.g.: Selling Party will sell to Successor a portion of real property within the Project; Selling Party and Successor will engage in a joint venture for development of Project; etc.].

By executing this Confirmation, Successor agrees that once the Purchase Agreement [or other title] is executed, it will become a “Successor” (as that term is used in the CBA), and that, with regard to terms of the CBA that are relevant to Successor’s concurrent or contemplated actions related to the Project, the CBA will be enforceable by BGEC and each BGEC Member directly against Successor, according to the terms of the CBA. Successor has reviewed a final, executed copy of the CBA, has had the opportunity to have the CBA reviewed by counsel, and understands and agrees to the relevant terms, conditions, and commitments contained therein that will apply to Successor upon the execution of the Purchase Agreement [or other title].

[NAME OF SUCCESSOR]

By: _____

Its: _____

AMENDMENT TO COMMUNITY BENEFITS AGREEMENT

THIS AMENDMENT TO COMMUNITY BENEFITS AGREEMENT (this “**Amendment**”) is dated as of November __, 2022, by and between **SHIFT CAPITAL, LLC**, a Pennsylvania limited liability company (“**Shift Capital**”), **3709 N. Broad Street, LLC**, a Pennsylvania limited liability company (“**Fee Owner**”), and the **Broad-Germantown-Erie Collaborative**, a Pennsylvania unincorporated nonprofit association (“**BGEC**”), and each of the BGEC Members.

WITNESSETH:

WHEREAS, Shift Capital, Fee Owner and BGEC entered into a Community Benefits Agreement, dated June 7, 2021, (the “**Community Benefits Agreement**”) related to a mixed use, mixed income real estate project to be located at 3705-25 N. Broad Street, Philadelphia, PA 19140 and to be known as “Residences at the Beury” (the “**Project**”); and

WHEREAS, the parties to this Amendment participated in a mediation session on October 11, 2022 and agreed to amend the Community Benefits Agreement in accordance with a Memorandum of Understanding executed on that same day (the “**MOU**”); and

WHEREAS, the parties hereto now desire to enter into this Amendment to amend the Community Benefits Agreement in accordance with the MOU.

NOW, THEREFORE, for and in consideration of the foregoing and the covenants contained herein, the parties hereto, intending to be legally bound, hereby agree to amend the terms and conditions of the Community Benefits Agreement as follows:

1. The Community Benefits Agreement shall be amended as follows:
 - a. The prevailing wage requirement (i.e., Article IV.2) is eliminated.
 - b. Shift Capital will guarantee minimum pay is \$25.00 an hour for all Construction Employees and has developed a pay scale for various skills and trades worked by Construction Employees, which is attached hereto as Exhibit “A”. This pay scale shall be included in the RFP used to select the General Contractor.
 - c. During each calendar year in which Construction Work takes place, Shift Capital will pay for 20 individuals to obtain OSHA30 cards. These individuals must be Neighborhood or Near-Neighborhood Residents.
 - d. Shift Capital will only work with contractors and subcontractors who offer health benefits. Benefits will be offered in accordance with the contractor’s health insurance policy. The contractor’s health insurance policy must allow for all Construction Employees to be eligible for health insurance within 90 days of the commencement of their employment.

e. Shift Capital will add all Construction Employees to a construction database by trade for future job and referral opportunities. Workers on the list can use Shift Capital as a reference. Shift Capital shall provide a monthly report to BGEC on the database, which report shall include a list of Construction Employees with each worker's name, address (including zip code), gender, race, trade, hours worked, and any other information reasonably requested by BGEC.

f. Shift Capital will provide SEPTA cards for all Construction Employees taking public transportation to the Project, with such cards covering the full cost to Construction Employees of public transportation to and from the Project.

g. Shift Capital shall use best efforts to ensure that Neighborhood and Near-Neighborhood Residents benefit from the construction jobs generated by the Project by complying with a revised "Construction Employment Requirement." The below thresholds shall replace those listed in the section of the Community Benefits Agreement referenced next to each threshold. (The threshold in Article IV.1.b remains unchanged.)

- i. 40% minority labor (increased from 35%) (Article IV.1.c)
- ii. 20% MBE contracts (increased from 18%) (Article IV.1.d)
- iii. 10% WBE contracts (increased from 7%) (Article IV.1.e)
- iv. 10% 19140 & Near-Neighbor Residents (Article IV.1.a)

h. Shift Capital shall contribute \$100,000, made payable at \$10,000 per year, to BGEC for safety, beautification, and maintenance. The first installment shall be due upon stabilization of the Project (as such concept is defined in the limited partnership agreement or limited liability company agreement governing the Project's affordable housing units).

i. Shift Capital will host two town hall meetings, one at the beginning of the Project's construction and one in the middle of the Project's construction, each of which will include public accounting of the status of meeting their hiring goals and include hiring opportunities for Neighborhood and Near-Neighborhood Residents.

j. Shift Capital will provide monthly reports to BGEC during each month in which Construction Work takes place. Each report will address the status of all of the inclusionary goals and provide raw data behind the percentages.

2. This Amendment shall supersede and replace all prior agreements and understandings, oral or written, including the MOU, related to amending the Community Benefits Agreement.

3. In the event that a provision of this Amendment is inconsistent with a provision of the Community Benefits Agreement, the provision of this Amendment controls.

4. Except as specifically modified herein, all terms and conditions of the Community Benefits Agreement remain unmodified and in full force and effect.

5. All capitalized terms used herein and not otherwise defined will have the meanings assigned to them as set forth in the Community Benefits Agreement.

6. This Agreement shall be governed and interpreted in accordance with the laws of the Commonwealth of Pennsylvania.

[Signature Pages Follow]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement the day and year first above written.

Shift Capital, LLC, a Pennsylvania limited liability company

By: 

Name: Joseph Brian Murray

Title: CEO

3709 N. Broad Street, LLC, a Pennsylvania limited liability company

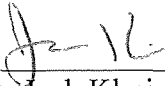
By: 

Name: Joseph Brian Murray

Title: Authorized Signor

[Signatures Continue on Following Page]


Broad-Germantown-Erie Collaborative, a Pennsylvania unincorporated association

By: 
Name: Josh Klaris
Title: Authorized Representative

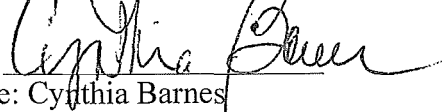
Nicetown Community Development Corporation, a Pennsylvania non-profit corporation

By: 
Name: Majeedah Rashid
Title: Executive Director

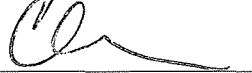
Called to Serve CDC, a Pennsylvania non-profit corporation

By: 
Name: Jeffrey Hanley
Title: Executive Director


Nicetown Tioga Improvement Team, a Pennsylvania unincorporated association

By: 
Name: Cynthia Barnes
Title: Co-Chairperson

Hunting Park CRC, a Pennsylvania non-profit corporation

By: 
Name: Charles Lanier
Title: Executive Director

Hunting Park United, a Pennsylvania non-profit corporation

By: 
Name: Leroy Fisher
Title: President

North10, Philadelphia, a Pennsylvania non-profit corporation

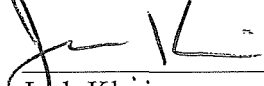
By: 
Name: Josh Klaris
Title: Executive Director

Exhibit A