

EXHIBIT A

SUBLEASE

THIS SUBLEASE (“Sublease”), dated as of _____, 200__ (the “Effective Date”), is made by and between the PHILADELPHIA AUTHORITY FOR INDUSTRIAL DEVELOPMENT, a body corporate and politic organized under the laws of the Commonwealth of Pennsylvania (“PAID” or “Landlord”), and AMERICAN WOMEN’S HERITAGE SOCIETY, INC., a Pennsylvania non-profit corporation, with its principal place of business at _____ (“Subtenant”), upon the following facts:

BACKGROUND

A. The City of Philadelphia (“City” or “Master Landlord”) is the fee owner of a certain historic building commonly called “Belmont Mansion” together with an adjacent cottage complex and catering facility, surrounding lawn area, parking area and other improvements and appurtenances (together, the “Premises”). The Premises are located on Belmont Mansion Drive in West Fairmount Park in the City of Philadelphia, Philadelphia County, Pennsylvania and shown on **Exhibit A**, which is attached to and incorporated into this Sublease. The Premises are under the jurisdiction of the Fairmount Park Commission (“Commission”).

B. PAID has leased the Premises from the City under a certain Master Lease Agreement, dated the same date as this Sublease (“Master Lease”). A copy of the Master Lease is attached as **Exhibit B**, and incorporated into this Sublease.

C. By Bill No. _____, approved _____, Philadelphia City Council authorized the Executive Director of Fairmount Park and the Public Property Commissioner to execute the Master Lease.

D. By Resolution dated _____, the Commission authorized the Executive Director of Fairmount Park to execute the Master Lease.

E. By Resolution dated _____, the Board of Directors of PAID authorized the execution of the Master Lease and this Sublease by PAID.

F. Subtenant was formed for the sole purpose of stewardship of the Premises as set forth in Subtenant’s Articles of Incorporation and Bylaws, which are attached as **Exhibit C** and are incorporated into this Sublease. Subtenant desires to operate the Premises as an historic house museum, to provide for the care, maintenance and long term capital needs of the Premises, and to operate a museum on the Premises about the Underground Railroad.

G. By Resolution dated _____, the Board of Directors of Subtenant authorized the execution of this Sublease by Subtenant.

SUBLEASE

THIS SUBLEASE (“**Sublease**”), dated as of _____, 200__ (the “**Effective Date**”), is made by and between the PHILADELPHIA AUTHORITY FOR INDUSTRIAL DEVELOPMENT, a body corporate and politic organized under the laws of the Commonwealth of Pennsylvania (“**PAID**” or “**Landlord**”), and AMERICAN WOMEN’S HERITAGE SOCIETY, INC., a Pennsylvania non-profit corporation, with its principal place of business at _____ (“**Subtenant**”), upon the following facts:

BACKGROUND

A. The City of Philadelphia (“**City**” or “**Master Landlord**”) is the fee owner of a certain historic building commonly called “Belmont Mansion” together with an adjacent cottage complex and catering facility, surrounding lawn area, parking area and other improvements and appurtenances (together, the “**Premises**”). The Premises are located on Belmont Mansion Drive in West Fairmount Park in the City of Philadelphia, Philadelphia County, Pennsylvania and shown on **Exhibit A**, which is attached to and incorporated into this Sublease. The Premises are under the jurisdiction of the Fairmount Park Commission (“**Commission**”).

B. PAID has leased the Premises from the City under a certain Master Lease Agreement, dated the same date as this Sublease (“**Master Lease**”). A copy of the Master Lease is attached as **Exhibit B**, and incorporated into this Sublease.

C. By Bill No. _____, approved _____, Philadelphia City Council authorized the Executive Director of Fairmount Park and the Public Property Commissioner to execute the Master Lease.

D. By Resolution dated _____, the Commission authorized the Executive Director of Fairmount Park to execute the Master Lease.

E. By Resolution dated _____, the Board of Directors of PAID authorized the execution of the Master Lease and this Sublease by PAID.

F. Subtenant was formed for the sole purpose of stewardship of the Premises as set forth in Subtenant’s Articles of Incorporation and Bylaws, which are attached as **Exhibit C** and are incorporated into this Sublease. Subtenant desires to operate the Premises as an historic house museum, to provide for the care, maintenance and long term capital needs of the Premises, and to operate a museum on the Premises about the Underground Railroad.

G. By Resolution dated _____, the Board of Directors of Subtenant authorized the execution of this Sublease by Subtenant.

H. Subtenant previously occupied the Premises under an Agreement of Lease dated November 19, 1986 between the City and Subtenant, which was modified by a Suspension of Leasehold Rights and Responsibilities Agreement dated as of October 27, 1994 (together, the “**Prior Agreements**”). Subtenant currently occupies a portion of the Premises. By Termination Agreement dated the same date as this Sublease, the City and Subtenant have terminated all rights of Subtenant with respect to the Premises under the Prior Agreements and otherwise.

I. Subtenant desires to lease the Premises from Landlord, and Landlord desires to lease the Premises to Subtenant, on the terms and conditions hereinafter provided.

NOW, THEREFORE, Landlord and Subtenant, intending to be legally bound, agree as follows:

DEFINITIONS

As used in this Sublease, the following capitalized terms shall have the meanings set forth below:

“**Additional Rent**” shall mean all sums other than Term Rent which Subtenant shall be obligated to pay, to Landlord or the City under the terms of this Sublease.

“**Affiliate**” means any person or entity that (1) directly or indirectly through one or more intermediaries controls, or is controlled by, or is under common control with, the Subtenant or (2) owns twenty-five percent (25%) or more of the equity interest that is held beneficially or of record by the Subtenant. “**Control**” means the possession, directly or indirectly, of the power to cause the direction of the management and policies of a person or entity, whether through the ownership of voting securities, options to acquire or convert securities, exercise of membership powers, by contract, family relationship or otherwise.

“**Alteration**” shall have the meaning given it in Section 7.2.

“**Applicable Law(s)**” means all present and future laws, statutes, requirements, ordinances, orders, judgments, regulations, administrative or judicial determinations, even if unforeseen or extraordinary, of every governmental or quasi-governmental authority, court or agency claiming jurisdiction over the Premises now or hereafter enacted or in effect (including, but not limited to, Environmental Laws and those relating to accessibility to, usability by, and discrimination against, disabled individuals), and all covenants, restrictions, and conditions now or hereafter of record which may be applicable to Subtenant or to all or any portion of the Premises, or to the use, occupancy, possession, operation, maintenance, alteration, repair or restoration of any of the Premises, even if compliance therewith necessitates structural changes to the Improvements or the making of Improvements, or results in interference with the use or enjoyment of all or any portion of the Premises.

“**Caretaker**” means an individual, chosen according to the procedures set forth in Section 7.10 who performs Caretaker Duties as set forth in **Exhibit “F”** in, on, and about the Premises.

“**Catering**” and “**Catered**” means the provision of food and beverage, or either of them, by a professional caterer approved by Subtenant in accordance with this Sublease, as provided in **Exhibit G**, in connection with any Event.

“**City**” means The City of Philadelphia, a corporation and body politic existing under the law of the Commonwealth of Pennsylvania, including all of the City’s departments, boards, commissions, officials, officers, employees, and agents.

“**City Estate**” means all of the City’s right, title, and interest in the Premises, and all other Rent, Additional Rent, contributions, and other benefits due the City under this Sublease.

“**Commencement Date**” is the date provided in Section 2.1.

“**Commission**” means the Fairmount Park Commission of the City of Philadelphia.

“**Contamination**” means a Hazardous Substance in, on, or about the Premises which is not contained in accordance with Applicable Laws and which may require remediation or removal under any Applicable Law.

“**Default Rate**” means the lesser of (a) four percentage points in excess of the “Prime Rate”, or (b) the highest rate permitted by law. The interest rate ascertained as the Default Rate under this Agreement shall change as often as, and when, the Prime Rate changes or changes in the law occur, as the case may be.

“**Economic Opportunity Plan**” has the meaning given it in Section 16.1.

“**Effective Date**” means the date first written above.

“**Environmental Law**” means those Applicable Laws pertaining to Hazardous Substances and Contamination.

“**Event(s)**” is defined in Section 5.1.

“**Executive Director**” means the Executive Director of Fairmount Park.

“**Expiration Date**” is defined in Section 2.1.

“**Extension Period**” is defined in Section 2.2.

“**Force Majeure Event**” is defined in Section 22.3(b).

“**Hazardous Substances**” means any hazardous or toxic substances, materials or wastes, including, but not limited to, those substances, materials, and wastes listed in the United States Department of Transportation Hazardous Materials Table (49 CFR 172.101) or by the

Environmental Protection Agency as hazardous substances (40 CFR Part 302); Hazardous Chemicals as defined in the OSHA Hazard Communication Standard; Hazardous Substances as defined in the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601, et. seq.; Hazardous Substances as defined in the Toxic Substances Control Act, 15 U.S.C. § 2601267; and all substances now or hereafter designated as “hazardous substances,” “hazardous materials,” “hazardous wastes,” or “toxic substances” under any other federal, state or local laws or in any regulations adopted and publications promulgated pursuant to said laws, and amendments to all such laws and regulations thereto, or such substances, materials, and wastes which are or become regulated under any applicable local, state or federal law. Without limiting the foregoing definition, Hazardous Substances shall include but not be limited to asbestos, flammable materials, volatile hydrocarbons, industrial solvents, explosives, chemicals, radioactive material, petroleum, petroleum products, natural gas, and/or synthetic gas.

“**Imposition**” means all taxes (including possessory interest, real property, ad valorem, and personal property taxes), assessments, charges, license fees, municipal liens, levies, excise taxes, impact fees, or imposts, whether general or special, ordinary or extraordinary imposed by any governmental or quasi-governmental authority pursuant to law directly as a result of Subtenant’s subleasehold interest in the Premises which may be levied, assessed, charged or imposed, or may be or become a lien or charge upon the Premises, or any part thereof, or upon the Subleasehold estate created by this Sublease.

“**Improvements**” means all buildings, structures and other improvements within the definition of “Premises.”

“**Initial Term**” is defined in Section 2.1.

“**Insurance Proceeds**” means any amount received from an insurance carrier, after deducting therefrom the reasonable fees and expenses of collection, including but not limited to reasonable attorneys’ fees and experts’ fees.

“**Landlord**” means the Philadelphia Authority for Industrial Development, and its officers, employees, agents, successors and assigns.

“**Landlord’s Estate**” means all of Landlord’s right, title, and interest in its leasehold estate in the Premises, and all other Rent, Additional Rent, and other benefits due Landlord under this Sublease.

“**Mansion**” means the historic building commonly called “Belmont Mansion” described in Background Section A.

“**Master Landlord**” means the City.

“**Master Lease**” means the Master Lease Agreement described in Background Section B, together with all amendments thereto.

“**Member Event**” is defined in Section 5.4.

“**Partial Taking**” is defined in Section 11.2.

“**Personal Property Notice**” is defined in Section 7.4.

“**Premises**” is defined in Background Section A.

“**Prime Rate**” means the Prime Rate as announced from time to time by PNC Bank or its successor-in-interest, or if there is no Prime Rate announced by PNC Bank, then the Prime Rate shall be the prime rate announced from time to time by the banking institution in the Commonwealth of Pennsylvania having the greatest dollar volume of deposits.

“**Prior Agreements**” is defined in Background Section H.

“**Recorder of Deeds**” means the Recorder of Deeds for Philadelphia County, Pennsylvania.

“**Rent**” shall mean Term Rent (as defined in Section 3.1(a)) and Additional Rent.

“**Reserved Event**” is defined in Section 5.5(b).

“**Sublease Ending Date**” means the date this Sublease expires, is terminated, or otherwise ends.

“**Subtenant’s Estate**” means all of Subtenant’s right, title and interest in its subleasehold estate in the Premises, and its interest under this Sublease.

“**Subtenant’s Programs**” means the tours, exhibits and educational programs conducted and maintained by Subtenant in the Premises. The current Subtenant’s Programs are set forth in **Exhibit D**.

“**Term**” means the Initial Term and all Extension Periods, if any.

“**Term Rent**” is defined in Section 3.1(a).

ARTICLE 1 DEMISE

1.1 Demise. Landlord hereby subleases to Subtenant and Subtenant hereby subleases from Landlord, the Premises, together with all rights, privileges, easements, and appurtenances belonging to or in any way appertaining to the Premises. The Premises do not include any public utility lines or conduits or any public rights of way

1.2 Condition. Subtenant acknowledges that Subtenant has occupied the Premises and is familiar with the condition of the Premises generally. Landlord will deliver possession of the

Premises to Subtenant on the Commencement Date subject to the following matters to the extent that they affect the Premises or Subtenant's use of the Premises as permitted by this Sublease:

(a) All present building restrictions and regulations and present and future zoning laws, ordinances, resolutions, and regulations of the City (which are of general application in the City or specific application to the Premises) and all present ordinances, regulations and orders of all departments, boards, bureaus, commissions and bodies of the City (which are of general application in the City or specific application to the Premises) and any county, state or federal agency, now having, or hereafter having acquired, jurisdiction over the Premises and the use and improvement thereof;

(b) The "AS IS" condition and state of repair of the Premises on the Commencement Date;

(c) Present violations of law, ordinances, orders or requirements that might be disclosed by an examination and inspection or search of the Premises by any federal, state, county or municipal department or authority having jurisdiction, as the same may exist on the Commencement Date;

(d) All surface and subsurface conditions, and all things in, on, about and under the Premises; and

(e) All defects in the Premises, latent and patent.

1.3 Notwithstanding any other provision of this Sublease, at all times during the Term the City of Philadelphia shall have ownership and fee simple title to the Premises. Subtenant shall not cause or permit any waste, damage, deterioration, or injury to the Premises or Landlord's Estate.

ARTICLE 2

TERM

2.1 Term. The initial term of this Sublease ("Initial Term") shall commence on _____ ("Commencement Date"). The Initial Term shall expire at the end of the day which is one day before the third (3rd) anniversary of the Commencement Date ("Expiration Date"), unless sooner terminated or extended as provided herein.

2.2 Extension Periods.

(a) Subject to the conditions of Section 2.2 (b) below, Subtenant shall have the option to extend the Initial Term of this Sublease for three (3) consecutive extension periods (each, an "Extension Period" and collectively, "Extension Periods") by notice to Landlord and the Commission no less than one (1) year prior to the expiration of the then-current Term. The first such Extension Period shall be three (3) years in duration; the second such Extension Period shall be two (2) years in duration; and the third such Extension Period shall be two (2) years in duration.

(b) Subtenant's option to extend the then-current Term of this Sublease shall be subject to the following conditions:

(i) This Sublease shall be in full force and effect and there shall exist no Event of Default, or condition or state of facts which with notice or the passage of time might become an Event of Default, on the date of exercise of such extension option or the date of expiration of the Term which is the subject of such extension;

(ii) There shall have been no Event of Default in the twenty-four (24) month period prior to the date of exercise of such extension option or the date of expiration of the Term which is the subject of such extension; and

(iii) If any damage, destruction or Partial Taking shall have occurred affecting the Premises, Subtenant shall have committed in writing to reconstruct and restore the Premises.

ARTICLE 3 RENT

3.1 Rent. Subtenant shall pay Rent to Landlord as follows:

(a) Term Rent. As rent for the Term ("Term Rent"), Subtenant shall pay the sum of \$1.00.

(b) Additional Rent. Subtenant shall pay Additional Rent as provided elsewhere in this Sublease.

3.2 Manner of Payment. Subtenant covenants to pay Rent without counterclaim, set off or deduction of any kind or nature whatsoever and without demand, to Landlord at such address as Landlord may from time to time designate in writing. Subtenant covenants to make its Rent payments payable as provided by the terms of this Sublease.

3.3 All Rent to be Net. All Rent shall be absolutely net to Landlord so that this Sublease shall yield to Landlord the full amount of the Rent throughout the Term without deduction or offset.

ARTICLE 4 PAYMENT OF TAXES AND OTHER CHARGES

4.1 Payment of Impositions. Commencing on the Commencement Date and continuing for the entire Term of this Sublease, including all Extension Periods, if any, Subtenant covenants and agrees (except as specifically otherwise provided in Sections 4.2 and 4.4 below) to pay and discharge or cause to be paid and discharged all Impositions promptly before delinquency and before any fine, interest or penalty shall be assessed by reason of its nonpayment. If, at any time during the Term of this Sublease, the methods of taxation prevailing at the Commencement Date shall be so altered so that in lieu of any Imposition described in this

Section 4.1 there shall be levied, assessed or imposed an alternate tax, however designated, such alternate tax shall be deemed an Imposition for the purpose of this Article and Subtenant shall pay and discharge such Imposition as provided by this Article. If the Commencement Date is a day other than the first day of a “tax” or “fiscal” year, i.e., July 1 (a “Tax Year”), all such Impositions shall be prorated such that Subtenant shall be responsible only for those Impositions payable in connection with the Premises following the Commencement Date, such proration to be based on the ratio that the number of days in such fractional Tax Year bears to 365. Payment of Impositions with respect to the final Tax Year within the Term shall be similarly prorated. Notwithstanding the foregoing, if prior to the Commencement Date or after the expiration or earlier termination of this Sublease, any Imposition is not payable with respect to the Premises because Landlord is exempt under Applicable Law from paying such Imposition, then such Imposition shall not be prorated, and Subtenant shall be responsible for 100% of such Imposition attributable to the period following the Commencement Date or prior to the expiration or earlier termination of this Sublease, as the case may be.

4.2 Contesting Impositions. In the event that Subtenant shall desire to contest or otherwise review by appropriate legal or administrative proceeding any Imposition, Subtenant shall give Landlord written notice of its intention to so contest the Imposition; after giving such notice to Landlord, Subtenant shall not be in default hereunder by reason of the non-payment of such Imposition if Subtenant shall have obtained and furnished to the applicable taxing authority (other than Landlord) a bond or other security to the extent required by Applicable Law and sufficient to pay such contested Imposition and all penalties and interest that may be reasonably payable in connection therewith. Any such contest or other proceeding shall be conducted solely at Subtenant’s expense and free of expense to Landlord. Subtenant shall pay the amount so determined to be due, together with all costs, expenses, interest, and penalties related thereto.

4.3 Utilities. The City shall pay all reasonable water, gas, electricity, and other public utilities used upon or furnished to the Premises during the Term.

4.4 Payment by Landlord. Unless Subtenant is contesting any Impositions as provided in Section 4.2 above, Landlord may, at any time after the date any Imposition is delinquent, give written notice to Subtenant specifying same, and if Subtenant continues to fail to pay or contest such Imposition, then at any time after ten (10) days from Subtenant’s receipt of such written notice, Landlord may pay the Imposition specified in said notice. Subtenant covenants to reimburse and pay Landlord any amount so paid or expended in the payment of such Imposition upon demand therefor, with interest thereon at the Default Rate from the date of such payment by Landlord until repaid by Subtenant.

ARTICLE 5

SPECIAL PROVISIONS: EVENTS; PROFESSIONAL MANAGEMENT; SUBTENANT’S PROGRAMS; PUBLICIZING THE PREMISES

5.1 Events. Subject to Section 6.2 and **Exhibit H**, Subtenant shall make the Premises available for license for private use (each use an “Event” or, collectively, “Events”). Events may be held for meetings, conferences, receptions, weddings, photography, reunions, luncheons, dinners, parties and similar gatherings and occasions. Events may be held both outdoor and

indoor, on all dates and at all times other than times of Reserved Events provided Subtenant has been given notice of the date and time of the Reserved Event prior to Subtenant scheduling an Event for such date and time. Subtenant shall limit the frequency of Events, however, as provided in Section 5.5 below.

5.2 Professional Management. Subtenant shall cause all Catering and all Events to be under the general management and control of one of six (6) professional caterers. Subtenant shall cause caterers serving the Premises to perform the duties and meet the criteria set forth on **Exhibit E** attached hereto. Those caterers listed on **Exhibit G** hereto have been pre-approved by the Commission. If Subtenant desires to change any of the caterers, it must obtain the Executive Director's prior written approval, which under the Master Lease shall not be unreasonably withheld, conditioned or delayed. If the Commission has a reasonable objection to an approved caterer, then, Subtenant acknowledges that pursuant to the Master Lease, the Commission shall give Subtenant prior written notice thereof, and the Subtenant shall thereafter remove the objectionable caterer from its list of approved caterers and may replace it with a caterer in the manner set forth above; provided, however, pursuant to the Master Lease, the Commission shall permit Subtenant, in its reasonable discretion, to allow the objectionable caterer to provide services for any future Events for which the objectionable caterer has already been hired to Cater at the Premises.

5.3 [Reserved.]

5.4 Definition of Member Event. For purposes of this Sublease, a "Member Event" is any Event held or hosted at any part of the Premises by a member of Subtenant's organization that (1) under Subtenant's by laws the member is entitled to hold at the Premises as a benefit of membership in Subtenant's organization, (2) does not include the serving, distribution, or consumption of any alcohol, is not Catered, and does not include dancing.

5.5 Member Events; Commission Event.

(a) During the Term, Subtenant may permit its members who have paid Subtenant's required annual fees in full and meet the qualifications set forth in Subtenant's bylaws to hold up to six (6) Member Events each in accordance with Subtenant's bylaws. Subtenant shall not amend the provisions of its bylaws governing Member Events without the prior approval of the Commission.

(b) Subject to Section 5.1 above, Subtenant shall permit the Commission to use the Premises for free each calendar year for each of the following (each, a "Reserved Event"): (1) up to four times for Commission meetings, and (2) once for a fund raising event to benefit Fairmount Park. Subtenant is not obligated to pay for any Catering for the Commission's use of the Premises.

5.6 Subtenant's Revenues. Subtenant may receive and keep all revenues received by Subtenant for Catering, Events and other uses of the Premises, museum admissions and tours, grants and donations, gift shop sales, and all other sources.

5.7 Subtenant's Programs; Reporting.

(a) Subtenant represents and warrants that, as of the Effective Date, it conducts Subtenant's Programs, as more fully described in **Exhibit D**, which is attached to and part of this Sublease.

(b) Subtenant covenants that, at all times during the Term of this Sublease, Subtenant shall continue to operate Subtenant's Programs under and in strict compliance with its Articles of Incorporation and Bylaws, as set forth in **Exhibit C**. Subtenant represents and warrants that, as of the Effective Date, its officers and directors are those individuals identified on **Exhibit D**, having the addresses set forth opposite their respective names. Subtenant shall notify the Commission promptly of any change in Subtenant's officers, directors, Articles of Incorporation or Bylaws.

(c) Subtenant's fees and charges for food, beverages, merchandise, and other concession items, and for any other goods or services, shall not exceed "street prices" charged for comparable items, goods, or services in the City.

5.8 Security and Safety. Subject to the City's title to the Premises, throughout the Term Subtenant shall have care, custody and control of the Premises. Subtenant shall, at its sole cost and expense, take all reasonably necessary and prudent measures to ensure the safety and security of the Premises, and all persons and property in, on, and about the Premises other than the Commission's responsibility to provide a continuously monitored electronic premises security system.

5.9 Ex-Officio Membership for Fairmount Park Commissioner on Subtenant's Board of Directors. On or before the Commencement Date, Subtenant shall hold a meeting of its Board of Directors and, by resolution duly passed by its Board of Directors, amend Subtenant's Bylaws to add as an ex-officio member of its Board of Directors the President of the Commission or the President's designee ("Commission Ex-Officio Member"), who may be either a member of the Commission or an official of Fairmount Park's staff. The Commission Ex-Officio Member shall have the same voting rights as all other members of Subtenant's Board of Directors, and during the Term of this Sublease Subtenant shall not amend its by laws in any way that diminishes the rights and powers of the Commission Ex-Officio Member.

5.10 [Reserved.]

5.11 Landlord Permitted onto Premises. Subtenant shall permit Landlord and the City, its officials, employees, agents, and contractors, to enter the Premises at all reasonable times during usual business hours for the purpose of inspecting the Premises and ensuring Subtenant's compliance with the terms and conditions of this Sublease. Subtenant shall provide the Commission with keys to all doors and gates in or on the Premises. The limitations contained in this Section 5.11 shall not apply to the City's exercise of its police, fire, and other municipal functions, or in the case of an emergency posing an imminent threat to the health, safety or welfare of persons or property.

5.12 Signs; Name of Premises; Publicizing the Premises.

(a) Subtenant shall not place, erect, hang, paint, post, tack, or permit any sign in, on, or about the Premises that is visible from the outside, without the prior approval of the Commission and obtaining other approvals required by Applicable Laws. Subtenant acknowledges that all signs placed on the exterior of the Premises must be approved in advance by the Commission, by the Philadelphia Historical Commission, and by the Philadelphia Art Commission.

(b) At all times during the Term, Subtenant shall maintain a prominent, clearly legible sign at the driveway entrance to the Premises that reads as follows:

Belmont Mansion
Fairmount Park

or such other wording and letter size that the Commission approves in advance by resolution. The entrance sign must be approved in advance by the Commission and must comply in all respects with the Commission's regulations and policies regarding signs.

(c) At all times during the Term, Subtenant must include in its regularly used stationery letterhead and all its printed, broadcast, and electronic publicity, advertising, and fund raising materials, an easily legible statement that acknowledges that Belmont Mansion is part of Fairmount Park and is under the jurisdiction of the Fairmount Park Commission (for example, and not by way of limitation: "Belmont Mansion in Fairmount Park").

5.13 Subtenant's Books and Records; Inspection by Landlord or City.

(a) Subtenant shall keep, at the Premises, true, accurate, detailed, and complete records and books of account in an orderly manner relating to Subtenant's finances, its programs, and rentals of all or any portion of the Premises to third parties, in accordance with generally accepted accounting principles, consistently applied, reflecting all matters to be covered by statements that Subtenant is obligated by this Sublease to furnish to Landlord and City.

(b) Without limiting Section 5.13(a) above or any other specific requirements set forth elsewhere in this Sublease, Subtenant shall keep true, accurate, detailed, and complete records and books of account in an orderly manner, in accordance with generally accepted accounting principles, for the following matters:

- (i) [reserved];
- (ii) Subtenant's Programs;
- (iii) All fees, charges, and revenue from Subtenant's Programs;
- (iv) Insurance required under Section 9.3 below;
- (v) Annual financial statements of Subtenant's finances and operations, certified as true and correct by Subtenant's Chief Financial Officer or Treasurer;

- (vi) All documents Subtenant files with the Pennsylvania Charitable Commission and any other agency that requires filings by charitable organizations;
- (vii) Subtenant's officers, directors and membership, including addresses; and
- (viii) Subtenant's tax returns, including, but not limited to, filings with the United States Internal Revenue Service and with the Commonwealth of Pennsylvania Department of Revenue.

(c) Subtenant acknowledges and agrees that Landlord and City may at any reasonable time, at their own expense, examine, audit and copy (or cause to be examined, audited and copied by an independent certified public accountant on behalf of the City or by the City Controller of the City of Philadelphia, as the case may be) all records and books of account of Subtenant that Subtenant is required to maintain under this Sublease.

5.14. Required Reports. Subtenant shall provide the Commission with the following:

(a) On or before April 15 of each year, Subtenant shall provide to the Commission copies of (i) all documents Subtenant files with the Pennsylvania Charitable Commission and any other agency that requires filings by charitable organizations; and (ii) Subtenant's tax returns, including, but not limited to, filings with the United States Internal Revenue Service and with the Commonwealth of Pennsylvania Department of Revenue;

(b) Not less than two (2) times annually and thirty (30) days following a written request by the Executive Director, Subtenant shall provide the Commission with a written report containing (i) [reserved]; (ii) a description of Subtenant's Programs; (iii) all fees, charges and revenues from Subtenant's Programs; (iv) Subtenant's officers, directors and membership, including addresses; and (v) Subtenant's employees, including addresses and day and evening telephone numbers; and

(c) Within ninety (90) days after the end of each fiscal year of Subtenant, Subtenant shall provide the Commission with an annual audited financial statement (prepared in accordance with generally accepted accounting principles, consistently applied) of Subtenant's finances and operations for such fiscal year (including Subtenant's balance sheet as of the last day of Subtenant's fiscal year, related statements of income and cash flows, and Subtenant's operating budget), certified as true and correct by Subtenant's certified public accountant and the Chief Financial Officer or Treasurer of Subtenant.

(d) Subtenant represents and warrants that its fiscal year begins on July 1 of each calendar year.

ARTICLE 6

CONDITION; USE; COMPLIANCE WITH APPLICABLE LAWS

6.1 Condition of Premises. Subtenant acknowledges that Subtenant has previously occupied the Premises and is familiar with its condition generally. Subtenant acknowledges that it has made such inspections of the Premises as deemed necessary and appropriate by Subtenant,

and Subtenant accepts possession of the Premises in its "AS IS" condition, subject to all defects, latent and patent, whether ordinary or extraordinary. Subtenant acknowledges that in accepting the Premises it is relying solely on its own inspection and evaluation of the Premises. Landlord explicitly disclaims all representations and warranties as to the Premises, including but not limited to the Premises' compliance with Applicable Laws and the suitability of the Premises for Subtenant's intended use.

6.2 Use.

(a) Subject to the provisions of this Article 6, Subtenant may use and operate the Premises as an historic house museum and museum about the Underground Railroad, with ancillary gift shop and refreshment area, for operation of Subtenant's Programs, and for Events and Member Events, all subject to the terms and conditions of this Sublease. Subtenant shall not use the Premises for any purpose not expressly authorized by this Sublease.

(b) Subtenant shall not use, permit, or suffer the use of candles, fires (in fireplaces or otherwise) or other open flames, or store flammable liquids in the interior or exterior of the Premises unless approved in advance in writing by the Commission. Subtenant shall not use, permit or suffer the use of holiday lights or live Christmas trees or greenery in the interior or exterior of the Premises unless approved in advance in writing by the Commission. Subtenant shall not, and shall not permit any other party to, staple, nail, tape or otherwise affix, or hang in any way decorations, signs or any other items in the interior or exterior of the Mansion or the interior or exterior of any historic portions of the Premises or in or to any historic fabric or material (including but not limited to brick, masonry, wood, and plaster) unless approved in advance in writing by the Commission. Despite the other provisions of this Section 6.2(b), Subtenant may

1. keep fuel and oil necessary for the operation and upkeep and operation of lawn and yard maintenance equipment on the Premises, but Subtenant shall keep such materials stored in a shed or similar structure which is not made of wood, is in compliance with all Applicable laws, and is located not less than fifty (50) feet from any building on the Premises; and

2. keep routine cleaning materials, in reasonable amounts, on the Premises but shall do so only in accordance with all Applicable Laws.

(c) Subtenant shall not permit the Premises or any part of them to be used in any manner which could impair Landlord's Estate in the Premises, or in such manner as might make possible a claim of adverse usage or possession by the public or anyone else whatsoever or of implied dedication of the Premises or any part of them.

(d) Subtenant shall not keep or permit any pets on the Premises. This section 6.2(d) does not apply to guide dogs.

(e) **Subtenant acknowledges that its adherence to occupancy and load limitation applicable to the buildings that are part of the Premises is essential to ensure the historical**

integrity of the buildings, the safety of the buildings, and the safety of other property and persons in and on the Premises. Accordingly, without limiting Subtenant's obligation to comply with Applicable Laws, Subtenant shall adhere to the floor load restrictions set forth in the memorandum from Mark B. Thompson Associates dated May 31, 2007, attached to this Sublease as Exhibit H and any Certificate of Occupancy issued by the City of Philadelphia Department of Licenses and Inspections. Subtenant shall not permit public access to the third floor of the Mansion, and Subtenant shall not use the third floor of the Mansion for storage or for any other use.

6.3 Compliance With Laws.

(a) Subtenant shall comply with all Applicable Laws in the use, occupation, control and enjoyment of the Premises and in the conduct of its business in, on, and about the Premises. Subtenant shall not use or allow the Premises or any part of the Premises to be used or occupied for any unlawful purpose or in violation of any Applicable Laws. Subtenant shall not permit or suffer any act to be done or any condition to exist in, on, or about the Premises or any part of the Premises which may be dangerous or which may, in law, constitute a public or private nuisance or which may make void or voidable any insurance then in force with respect to the Premises, any part of the Premises, or Subtenant's operations on the Premises.

(b) Without limiting the provisions of Section 6.3 (a) above or the definition of "Applicable Laws," Subtenant shall comply with and shall not permit or suffer the non-compliance of any other party with Applicable Laws, including requirements for permits and licenses, with respect to the preparation and service of food, beverages and alcohol and the holding of Events and any other gathering in or at the Premises.

(c) Subtenant shall have the right, at its own cost and expense, to contest or review by appropriate legal or administrative proceeding the validity or legality of any Applicable Laws, and during such contest Subtenant may refrain from complying therewith provided that compliance therewith may legally be held in abeyance without subjecting Landlord or City to any liability, civil or criminal, of whatsoever nature for failure so to comply therewith and without incurring a lien, charge or liability against the Premises or Landlord's Estate in the Premises; and provided further that all such proceedings shall be prosecuted by Subtenant with due diligence.

ARTICLE 7

HISTORIC PRESERVATION; ALTERATIONS; MAINTENANCE

7.1 Historic Preservation of Premises.

(a) All use, care of, maintenance, repair and alteration of the Premises by Subtenant shall take into account its value as a property listed on the National Register of Historic Places, its designation as historic by the Philadelphia Historical Commission, and its historic nature and value generally. Subtenant shall not disturb or alter any historic elements, materials or fabric in the interior or exterior of the Premises without the explicit prior written approval of the Executive Director. Without limiting the foregoing, Subtenant shall not paint (except as

expressly provided for in this Sublease), polish, refinish, or place nails, tacks, tape, or hooks in, or remove, replace, or otherwise alter in any way whatsoever, any walls, ceilings, floors, structural supports, finishes, hardware, floor coverings, windows, window glass, fire places, or fixtures, without the explicit prior written approval of the Executive Director. The Commission shall have the right at any time to impose additional restrictions on use, care of, maintenance, repair and alteration of the Premises which the Commission deems necessary or desirable for the preservation of the Premises' designation as a National Register property, its designation as historic by the Philadelphia Historical Commission, and the preservation of the Premises generally.

(b) Without limiting the provisions of this Sublease, including but not limited to Section 7.1 (a) above, Subtenant shall perform all Alterations (defined below) in accordance with the Secretary of the Interior's Standards for Historic Preservation, as they may be amended from time to time, and as interpreted by the Philadelphia Historical Commission.

7.2 Alterations Generally. Without limiting the provisions of Section 7.1, Subtenant shall not alter, repair, restore, replace or reconstruct (collectively, "Alteration(s)") all or any part of Premises, other than in the performance of those duties listed on **Exhibit I** attached hereto, without the prior written permission of the Executive Director. Subtenant shall promptly inform the Executive Director if Subtenant believes or knows that the Premises need any Alteration or that the Premises would otherwise benefit from any Alteration. Subtenant acknowledges and agrees that, under the Master Lease, the City is solely responsible for making all Alterations to the Premises, except for those duties listed on **Exhibit I** to this Sublease.

7.3 [Reserved.]

7.4 Title to Fixtures and Improvements. All fixtures and improvements constructed or installed upon the Premises at any time prior to the Sublease Expiration Date shall be and thereafter remain real property, and are and shall be the property of the City. Upon the Sublease Ending Date, any personal property of Subtenant remaining in or on the Premises five (5) business days following Subtenant's receipt of written notice from Landlord to Tenant to remove the same (the "Personal Property Notice") shall vest in the City and the same shall become the property of the City. Notwithstanding anything to the contrary contained in this Section, Subtenant hereby covenants and agrees to promptly execute and acknowledge (at no cost or at nominal expense to Subtenant) a quitclaim deed, bill of sale and any other documentation reasonably required by the City to effectuate the provisions of this Section, and Subtenant's covenant to do so shall survive the Sublease Ending Date.

7.5 No Liens on Fee; Performance and Labor and Materialmen's Bonds.

(a) Landlord's and City's interest in the Premises shall not be subjected to liens of any nature by reason of any act or omission by or on behalf of Subtenant, including, but not limited to, mechanics' and materialmen's liens. All persons dealing with Subtenant are hereby placed on notice that such persons may not look to Landlord, the City, or to Landlord's or the City's credit or assets (including Landlord's and the City's interest in the land constituting the Premises, the Improvements constructed thereon or furnishings contained therein) for payment or

satisfaction of any obligations incurred in connection with the with the Premises by or on behalf of Subtenant. Subtenant has no power, right or authority to subject Landlord's or City's interest in the Premises to any mechanic's or materialman's lien or claim of lien whatsoever.

(b) Without limiting Section 7.2, prior to commencing each Alteration, Subtenant shall provide, or cause its contractors to provide, performance bonds and labor and materialmen's bonds for the prompt payment of any amounts due for materials, supplies, labor, services, and equipment. The bonds shall be in a form approved by the City Solicitor and given by a surety company approved in advance by the City and shall name Landlord and the City of Philadelphia as additional obligees.

(c) [Reserved.]

7.6 [Reserved.]

7.7 [Reserved.]

7.8 Landlord's Access to Documents. Without limiting Section 5.13 above, promptly upon written request of City, Subtenant shall make available to City, at reasonable times, all books, records, documents, plans, specifications, progress reports, photographs and other materials of Subtenant relating to the design, construction, repair, replacement, and/or maintenance of the Premises and operation of Subtenant's Programs for examination and/or copying by City.

7.9 Maintenance; Subtenant Contribution.

(a) Subtenant shall perform certain maintenance on the Premises in accordance with **Exhibit I**, which is attached to and part of this Sublease. Under the Master Lease, the City will perform maintenance on the Premises in accordance with **Exhibit I**.

(b) At all times during the Term, Subtenant, subject to Sections 7.1 and 7.2 above, shall, at its sole cost and expense, keep the Premises in compliance with all Applicable Laws and shall perform all maintenance for the Premises not required to be performed by the City in accordance with **Exhibit I**. Subtenant shall take reasonable and prudent precautions against fire, and shall allow no nuisance to exist or be maintained in, on, or about the Premises. Landlord shall not be obligated to perform any maintenance or to make any repairs, replacements, or renewals of any kind, nature, or description whatsoever to the Premises except as set forth on **Exhibit I**. Subtenant expressly waives all rights to make repairs at Landlord's or the City's expense under the provisions of any Applicable Laws now in force or hereinafter enacted.

(c) Subtenant shall contribute five percent (5%) of Subtenant's operating budget to the Fairmount Park Commission to place in a fund to help defray the cost of the Commission's maintenance of the Premises in accordance with **Exhibit I**. For purposes of this Section 7.9(c), the phrase "operating budget" does not include funds included in the Subtenant's capital budget or any moneys received as a result of a capital fund raising campaign conducted by Subtenant.

Subtenant shall make its contribution to the Commission within 120 days following the end of Subtenant's fiscal year.

(d) Together with the annual financial statement submitted by Subtenant to the Commission in accordance with Section 5.14(c) above, Subtenant shall include a detailed accounting that itemizes the elements and dollar amounts of Subtenant's operating budget and shows Subtenant's calculation of its contribution under Section 7.9(c) above. Subtenant shall provide additional information regarding its operating budget (as described in Section 7.9(c) above) as the Executive Director may reasonably require.

7.10 Caretaker. Subtenant may employ a Caretaker approved by the Executive Director and with the qualifications, duties and responsibilities set forth on **Exhibit F**, which is attached to and part of this Agreement. Under the Master Lease, the Commission has approved the Caretaker hired by Subtenant as of the Effective Date.

ARTICLE 8 ENVIRONMENTAL MATTERS

8.1 Environmental Compliance. Commencing on the Effective Date, Subtenant shall at all times comply with applicable Environmental Laws affecting the Premises. Subtenant shall at its own expense maintain in effect any permits, license or other governmental approvals relating to Hazardous Substances, if any, required for Subtenant's use. Subtenant shall make all disclosures required of Subtenant by any such Environmental Laws, and shall comply with all orders, with respect to Subtenant's and its employees', agents', contractors' and invitees' use of the Premises, issued by any governmental authority having jurisdiction over the Premises and take all action required by such governmental authorities to bring Subtenant's and its employees', agents', contractors' and invitees' activities in, on, and about the Premises into compliance with all Environmental Laws affecting the Premises. Subtenant shall take all necessary and prudent steps to prevent Contamination in, on, or about the Premises, whether potentially resulting from conditions existing on or before the Effective Date or caused by Subtenant from and after the Effective Date. Subtenant shall at its own expense perform all studies of the Premises and of the effect of Subtenant's use of the Premises, and prepare and submit all reports based on those studies, required by Applicable Laws.

8.2 Notices. If at any time Subtenant shall become aware, or have reasonable cause to believe, that any Contamination occurred in, on, about, or beneath the Premises, Subtenant shall immediately upon discovering the Contamination, give written notice of that condition to City. In addition, upon becoming aware of or having reasonable cause to believe that Contamination has occurred, Subtenant shall immediately notify City and Landlord in writing of: (i) any enforcement, cleanup, removal, or other governmental or regulatory action instituted, completed, or threatened pursuant to any Environmental Laws; (ii) any claim made or threatened by any person against City, Landlord, Subtenant or the Premises arising out of or resulting from any Contamination; and (iii) any reports made to any local, state, or federal environmental agency arising out of or in connection with any Contamination.

8.3 Indemnity for Environmental Matters.

(a) Without in any way limiting Subtenant's indemnification obligations under Section 9.1 below, Subtenant shall indemnify, defend (by counsel reasonably acceptable to Landlord and City), protect, and hold harmless Landlord, City, their officials, commissioners, officers, employees, agents, successors and assigns, from and against

- (i) any and all claims arising from, related to, or in connection with the death of or injury to any person or damage to any property whatsoever,
- (ii) any fine or penalty whatsoever imposed by any governmental authority having jurisdiction under any Applicable Law,
- (iii) any and all expenses that Landlord or City may incur in complying with any Environmental Laws,
- (iv) any and all costs that Landlord or City may incur in studying or remedying any Contamination in, on, or about the Premises, and
- (v) any and all loss of value of the Premises,

arising from or caused by (X) any discharge or release in or from the Premises caused by Subtenant or relating to Subtenant's use on the Premises of any Hazardous Substance, (Y) Subtenant's failure to comply with its covenants under Section 8.1, or (Z) any Contamination caused or exacerbated by Subtenant; provided that Subtenant shall not be obligated to indemnify Landlord or the City for the discharge or release in, on, or about the Premises of any Hazardous Substance caused solely by Landlord, City, or their officials, commissioners, officers, employees, agents, successors and assigns after the Effective Date.

(b) Costs Included; Survival. The indemnity obligations created hereunder shall include, without limitation, whether foreseeable or unforeseeable, any and all costs incurred in connection with any site investigation, and any and all costs for repair, cleanup, detoxification or decontamination, or other remedial action of or relating to the Premises. The obligations of Subtenant under this Article 8 shall survive the expiration or earlier termination of this Sublease.

ARTICLE 9 INDEMNIFICATION; RELEASE; INSURANCE

9.1 Indemnification.

(a) Subtenant shall indemnify, defend, and hold harmless Landlord, City, their officials, commissioners, officers, employees, agents, successors and assigns (collectively, the "Indemnitees") from and against any and all losses, claims, suits, actions, damages, expenses (including but not limited to attorneys' and experts' fees and litigation costs), and liabilities, including but not limited to those in connection with loss of life, bodily and personal injury, or damage to property (real or personal, and regardless of ownership), which occur or arise, in whole or in part, as a result of or in connection with (a) any work or thing done, or any violation of Applicable Laws, in, on or about the Premises or any part of the Premises or in connection with, under, or related to this Sublease by Subtenant, any caterer performing Catering in or on the Premises, or any Caretaker, officer, director, member, guest, invitee, or licensee of Subtenant, (b) any act or omission of Subtenant, or any of its officers, employees, agents,

contractors, servants, licensee, or invitees, or anyone for whom Subtenant is legally responsible, (c) the use, non-use, possession, occupancy, operation, maintenance, or management of the Premises or any part of the Premises by Subtenant or any of its officers, employees, agents, contractors, servants, licensee, or invitees, or anyone for whom Subtenant is legally responsible, (d) the exercise of any right and/or performance of any obligation by Subtenant under or pursuant to this Sublease, (e) [reserved], (f) any accident, injury, or damage to any person or property occurring in, on, or about the Premises or any part of the Premises, and (g) any failure on the part of Subtenant to keep, observe and perform any of the terms, covenants, agreements, provisions, conditions or limitations contained in this Sublease on Subtenant's part to be kept; provided, however, that Subtenant shall not be obligated to indemnify the Indemnitees for any losses, claims, suits, actions, damages, expenses, or liabilities caused exclusively by the gross negligence or willful misconduct of the Indemnitees or any of them.

(b) If any action or proceeding is brought against the Indemnitees relating to any matter for which Subtenant has indemnified the Indemnitees, then, upon written notice from the Indemnitees, or any of them, Subtenant shall, at its sole cost and expense, resist or defend such action or proceeding by counsel reasonably approved by the City Solicitor in writing; provided that no approval of counsel shall be required in each and every instance where the claim is resisted or defended by counsel of an insurance carrier obligated to so resist or defend such claim; and provided also that Landlord and City may engage at their expense their own counsel to participate in the defense of any such claim. Without limiting the generality of Section 22.12, the provisions of this Section 9.1 shall survive the expiration or termination of this Sublease.

9.2 Release. In consideration for the rights granted to Subtenant by this Sublease, Subtenant does, for itself and its successors, assigns, officers, employees, agents, Caretakers, caterers, guests, invitees, contractors, subcontractors, and any person claiming by, through, or under Subtenant or any of them (collectively, "Releasers"), hereby remise, quitclaim, release and forever discharge Landlord and City, their officials, commissioners, officers, employees, agents, successors and assigns (collectively, "Releasees"), acting officially from any and all, and all manner of, actions and causes of action, suits, claims and demands whatsoever in law or in equity which Subtenant or any of the Releasers may have against the Releasees or any of them relating in any way whatsoever, directly or indirectly to (a) the Premises and all conditions now or hereafter existing in, on, or about the Premises, and (b) the use, occupancy, operation, and maintenance of the Premises or any part of the Premises by Subtenant. Subtenant hereby voluntarily and knowingly assumes all risk of loss, damage and injury, including death, that may be sustained by Subtenant, its successors, assigns, officers, employees, agents, guests, invitees, contractors, subcontractors, invitees and guests, and any person claiming by, through, or under Subtenant or any of them, and the public in general, in connection with the Premises or Subtenant's use, occupancy, operation, and maintenance of the Premises. Subtenant does not release the Releasees from any actions, causes of action, suits, claims or demands arising exclusively from the gross negligence and/or willful misconduct of a Releasee,

9.3 Insurance.

(a) Subtenant, at its sole cost and expense, shall throughout the Term keep the Improvements (including but not limited to all equipment, trade fixtures, merchandise, business

personal property, and any other property in Subtenant's care, custody, and control) insured against loss or damage by fire, windstorm, tornado, hail, water damage, lightning, vandalism, malicious mischief, sprinkler damage, flood, and earthquake and against loss or damage by such other, further and additional risks as now are or hereafter may be embraced by the standard "all risk" forms or endorsements, in each case in the full amount of the replacement value of the Improvements with no penalty for co-insurance. For purposes of the immediately preceding sentence, the new construction of any building or structure and the appurtenances thereto or any Alteration shall be deemed to be substantially completed when such building or structure and its appurtenances, taken as a whole, are substantially completed. At Subtenant's option and cost, Landlord shall require the City, after payment by Subtenant to City for all necessary costs, to obtain the aforementioned insurance on behalf of Subtenant.

(b) [Reserved.]

9.4 Additional Insurance. Subtenant, at its sole cost and expense, shall throughout the entire Term procure and maintain in full force and effect:

(a) Workers' Compensation Insurance. Workers' compensation insurance in statutory limits as required under Applicable Laws and coverage for Employer's Liability and also Occupational Disease, to limits of not less than \$100,000 each accident, \$100,000 each employee, \$500,000 policy limit, or such increased minimum levels as may be required by Applicable Laws from time to time. Such insurance shall include coverage under the Broad Form All States Endorsement.

(b) Commercial General Liability Insurance. Liability insurance against claims for bodily injury, death or property damage occurring upon, in or about the Premises, including the public areas adjacent thereto. Such insurance shall afford immediate protection at the Commencement Date for not less than \$1,000,000 per occurrence combined single limit, \$2,000,000 aggregate, and \$1,000,000 products and completed operations per occurrence and \$2,000,000 aggregate. Coverage shall include premises operations, blanket contractual liability, personal injury liability, products and completed operations, independent contractors, cross liability, employees as additional insureds, broad form property damage liability, explosion, collapse and underground coverage.

(c) Excess and Umbrella Liability Insurance. Excess and umbrella liability insurance on a form following basis covering all insureds to bring the total maximum collective limits of liability (in excess of primary limits stated above) to \$5,000,000 for each occurrence and in the aggregate.

(d) Automobile Insurance. Commercial automobile liability coverage of all claims for bodily injury, death and property damage arising from the use of owned, non-owned, hired, and leased vehicles used in connection with providing services for the Premises and Subtenant's operations, in a combined single limit of \$1,000,000. Notwithstanding the foregoing, no automobile insurance shall be required so long as Subtenant does not own, hire or lease vehicles to be used in connection with providing services for the Premises and Subtenant's operations thereon.

(e) [Reserved.]

(f) [Reserved.]

9.5 [Reserved.]

9.6 Contractors and Subcontractors' Insurance. Subtenant shall cause its contractors and subcontractors to obtain and maintain in full force and effect during any construction or renovation period(s) the following types of insurance:

(a) Commercial General Liability insurance at a minimum limit of \$1,000,000 per occurrence combined single limit for bodily injury (including death) and property damage liability. Coverage shall include premises operations, blanket contractual liability, personal injury liability, products and completed operations, independent contractors, cross liability, employees as additional insureds, broad form property damage liability, explosion, collapse and underground coverage.

(b) Automobile Liability insurance covering liability arising from the maintenance and use of all owned, non-owned, hired and leased vehicles for bodily injury, death, or property damage, with a combined single limit of \$1,000,000.

(c) Workers' Compensation affording statutory coverage and Employers Liability insurance at limits of \$100,000 each accident, \$100,000 each employee, \$500,000 policy limit.

(d) Professional Liability insurance for architectural and/or engineering services at a limit of \$1,000,000 with a deductible not to exceed \$50,000. Coverage shall include errors and omissions coverage including liability assumed under contract. This coverage may be written on a claims-made basis provided that coverage for occurrences happening during the performance of services required under the contract shall be maintained in full force and effect under the policy or "tail" coverage for a period of at least two (2) years after the completion of the services.

9.7 [Reserved.]

9.8 Additional Insureds. All policies of insurance, except Workers' Compensation and Employers' Liability, to be furnished under this Sublease shall include as additional insureds Landlord, City, and their respective officials, commissions, officers, employees and agents. All such policies shall include an endorsement stating that the coverage afforded the Landlord, City, and their officials, commissions, officers, employees, and agents, as additional insureds will be primary to any other coverage available to them and that no act or omission of the Landlord or City shall invalidate its coverage. All such policies of insurance shall provide that the loss, if any, shall be payable to Subtenant, provided that payments may be made directly to Landlord, the City, or third-party claimants under liability policies.

9.9 Insurance in General.

(a) Each policy of insurance required under this Sublease shall include provisions that the holder of such policy shall not cancel or terminate such policy, or cause or permit such policy to expire or lapse, or cause to non-renew, and that coverages under such policy shall not be materially reduced, unless at least 30 days notice of such proposed expiration, lapse, non-renewal or reduction has been provided to all the insureds and additional insureds named in such policy by such holder.

(b) Unless waived in writing by Landlord, each such policy shall be issued by an insurance company duly authorized to conduct business in the Commonwealth of Pennsylvania with an A. M. Best Company, Inc. general policyholders rating of at least "A-, VII".

(c) All proceeds of such policies shall be used for the payment of liability claims, Subtenant's indemnification obligations under this Sublease, and the restoration or repair of the Improvements and Subtenant's personal property.

(d) Each policy of insurance required under this Sublease shall include a provision for a waiver of subrogation in favor of Landlord, City, and Subtenant.

(e) All insurance required by this Sublease, except professional liability insurance, shall be written on an "occurrence" basis and not a "claims made" basis.

(f) Landlord and City have no obligation to insure, and no liability for any damage to, any improvements, equipment or other personal property of Subtenant or its invitees, or to any part of the Premises.

9.10 Evidence of Insurance Coverage. Subtenant shall cause certificates of insurance evidencing the required coverages to be submitted to Landlord and to the City's Risk Manager (City of Philadelphia, Division of Risk Management, One Benjamin Franklin Parkway – 14th Floor, 1515 Arch Street, Philadelphia, PA 19102, or such other address as the City may inform Subtenant) not later than 24 hours after execution of this Sublease and at least ten (10) days before each renewal term. Landlord and the City have the right to require Subtenant to furnish certified copies of the original policies of insurance required under this Sublease at any time upon ten (10) days written notice.

9.11 Adjustment of Loss. Any loss under any policy of insurance required to be furnished under this Sublease shall be adjusted solely by Landlord and the City.

9.12 No Blanket Insurance. Subtenant shall not take out insurance of the kind and in the amounts provided for under this Article under any blanket insurance policy which covers other properties owned or operated by Subtenant or its Affiliates.

9.13 Primary and Excess Coverages. Limits of liability for insurance required hereunder may be provided by primary insurance or a combination of both primary and excess insurance coverages.

9.14 Insurance Non-Contributory. Subtenant shall not carry separate insurance, concurrent in form and contributing, in the event of loss, for any insurance required under the provisions of this Article unless, in conformity with the requirements of this Article, all the additional insureds listed in Section 9.8 are included therein as the additional insureds. Subtenant shall promptly notify Landlord of and deliver to Landlord such separate insurance policy.

9.15 Additional Insurance Coverage. Subtenant shall obtain additional amounts of insurance coverage and additional types of insurance coverage from time to time as Landlord or City deem reasonably necessary or prudent.

9.16 Insurance Amounts no Limit of Subtenant's Obligations. The insurance requirements set forth in this Article are in no way intended to, and shall not, modify, limit or reduce the indemnification obligations of Subtenant under this Sublease or to limit Subtenant's liability under this Sublease to the proceeds of or premiums due upon the policies of insurance required to be maintained by Subtenant under this Sublease.

ARTICLE 10 DAMAGE OR DESTRUCTION

10.1 Damage. If at any time during the Term of this Sublease there occurs any damage to or destruction of the Premises or any part thereof resulting from any cause whatsoever, Subtenant shall give prompt notice thereof to Landlord and City, and, subject to the provisions of Article 7 hereof, Subtenant shall immediately take such action as is reasonably necessary to assure that the Premises do not constitute a nuisance or otherwise present a health or safety hazard, such work to be accomplished at Subtenant's sole cost and expense. The foregoing obligation shall not be contingent upon the availability of any Insurance Proceeds but Subtenant shall be reimbursed out of the Insurance Proceeds for such work to the extent available.

10.2 Cancellation of Sublease For Damage. If at any time during the Term of this Sublease the Premises shall be damaged so that it is determined by Landlord in the exercise of its sole discretion that the cost would make restoration thereof unfeasible, notwithstanding the availability of Insurance Proceeds therefor, Landlord may terminate this Sublease by notice to Subtenant within ninety (90) days after such damage. All Insurance Proceeds relating to the Premises but not those relating to the Subtenant's personal property or belongings shall be paid to City, to be used by City as City shall determine in its sole discretion. This Section 10.2 shall survive the termination of this Sublease.

10.3 Restoration. If this Sublease is not terminated as provided in Section 10.2 above, Landlord shall require the City to proceed with or cause the repair or restoration of the damaged Premises within ninety (90) days following such damage or destruction. Landlord shall have no liability to Subtenant, and Subtenant shall not be entitled to terminate this Sublease by virtue of any delays in completion of repairs and restoration.

10.4 Insurance Proceeds. All Insurance Proceeds payable as a result of any damage or destruction to the Premises (but not to personal property or belongings located on the Premises) shall be payable to City.

10.5 Waivers. Subtenant hereby waives any rights now or hereafter conferred upon it by statute or other law to surrender this Sublease or to quit or surrender the Premises or any part thereof, or to receive any suspension, diminution, abatement or reduction of the rent or other sums and charges payable by Subtenant hereunder on account of any such destruction or damage other than as expressly provided in this Article 10.

ARTICLE 11 EMINENT DOMAIN

11.1 Total Taking. If the whole or substantially all of the Premises shall be taken for a public or quasi-public use by the exercise of the power of eminent domain or by purchase under threat of condemnation by any governmental agency, this Sublease shall terminate in its entirety on the date the condemning authority actually consummates such taking of the Premises, and the Rent required to be paid by Subtenant hereunder shall be appropriately prorated and paid to such date of taking or reduced as provided below. In the event of any such taking, Landlord and Subtenant shall together make one claim together with the City for an award for their combined interests in the Premises including an award for severance damages if less than the whole shall be so taken. If the whole or substantially all of the Premises shall be so taken, then Landlord and Subtenant agree that the condemnation proceeds shall be distributed first to the City to the extent it is attributable to City's estate in the Premises, secondarily to Landlord to the extent it is attributable to Landlord's Estate in the Premises, and thirdly to Subtenant to the extent that it is attributable to Subtenant's Estate in the Premises, or Subtenant's personal property. Landlord and Subtenant agree that in no event shall Landlord's or Subtenant's claim diminish the condemnation proceeds awarded to the City.

11.2 Partial Taking. If less than substantially all of the Premises shall be taken for any public or quasi-public use under the power of eminent domain or by purchase under threat of condemnation by any governmental agency, or if any appurtenances of the Premises or any vaults or areas outside the boundaries of the Premises or rights in, under or above the streets adjoining the Premises or the rights and benefits of light, air or access from or to such streets, shall be so taken, or the grade of any such streets shall be changed, in any such case in a manner that the remaining portion of the Premises can be adapted and economically operated for the purposes and in substantially the same manner as it was operated prior thereto in Subtenant's good faith business judgment (each a "Partial Taking"), Subtenant shall give prompt notice thereof to Landlord and City and this Sublease shall continue in full force and effect. Subtenant shall proceed, with reasonable diligence, to perform any necessary repairs and to restore the Premises to an economically viable unit in strict accordance with all Applicable Laws and the requirements of Article 7 above, and as nearly as possible to the condition the Premises was in immediately prior to such taking. The condemnation proceeds shall be paid to Subtenant or as Subtenant may direct as the restoration of the Premises progresses, to pay or reimburse Subtenant for the cost of such restoration. Landlord and Subtenant agree that any portion of the condemnation proceeds not so used for such restoration shall be paid first to the City to the extent that it is attributable to City's estate in the Premises, secondarily to Landlord to the extent that it is attributable to Landlord's Estate in the Premises, and thirdly to Subtenant to the extent that it is attributable to Subtenant's Estate in the Premises, or Subtenant's personal property.

Landlord and Subtenant agree that in no event shall Landlord's or Subtenant's claim diminish the condemnation proceeds awarded to the City.

11.3 Temporary Taking. If the temporary use (but not subleasehold title) of the whole or any part of the Premises shall be taken as aforesaid, this Sublease shall not be affected in any way and Subtenant shall continue to pay all Term Rent and Additional Rent due hereunder. All condemnation proceeds as a result of such temporary use shall be paid to Subtenant.

11.4 Proceedings. In any condemnation proceeding affecting the Premises which may affect Landlord's Estate in the Premises, the City's Estate in the Premises, and Subtenant's Estate in the Premises, Landlord and Subtenant shall have the right to appear in and defend against such action as they deem proper in accordance with their own interests. To the extent possible, the parties shall cooperate with each other and with the City to maximize the condemnation proceeds payable by reason of the condemnation. Issues between Landlord and Subtenant required to be resolved pursuant to this Article shall be joined in any such condemnation proceeding to the extent permissible under then applicable procedural rules of such court of law or equity for the purpose of avoiding multiplicity of actions and minimizing the expenses of the parties.

ARTICLE 12

DEFAULT

12.1 Events of Default. A breach of this Sublease by Subtenant shall exist if any of the following events (individually an "Event of Default" and collectively "Events of Default") shall occur:

(a) Subtenant shall have failed to pay the Term Rent or any Additional Rent within five (5) days of when due and such failure shall not have been cured within five (5) days after receipt of written notice from Landlord respecting such overdue payment; or

(b) Subtenant shall have failed to pay any other charge, Imposition or any obligation of Subtenant requiring the payment of money under the terms of this Sublease (other than the payment of Rent) within fifteen (15) days of when due and such failure shall not have been cured within fifteen (15) days after receipt of written notice from Landlord respecting such overdue payment; or

(c) [Reserved];

(d) Subtenant shall have failed to perform any term, covenant, or condition of this Sublease to be performed by Subtenant, except those requiring the payment of money, and Subtenant shall have failed to cure same within thirty (30) days after written notice from Landlord, delivered in accordance with the provisions of this Sublease, where such failure could reasonably be cured within said thirty (30) day period (subject to the occurrence of a Force Majeure Event); provided, however, that where such failure could not reasonably be cured within said thirty (30) day period, then Subtenant shall not be in default unless it has failed to promptly commence to cure within such thirty-day period and thereafter continues to make diligent and

reasonable efforts to cure such failure as soon as practicable and in no event later than one hundred twenty (120) days after written notice from Landlord (subject to extension based on the occurrence of a Force Majeure Event as provided in Section 22.3); or

(e) Subtenant abandons the Premises or its subleasehold estate, except in accordance with Article 13 hereof; or

(f) The subjection of any right or interest of Subtenant under this Sublease to attachment, execution, or other levy, or to seizure under legal process, if not released or appropriately bonded within ninety (90) days after receipt of written notice by Landlord; or

(g) The appointment of a receiver to take possession of the Premises and/or Improvements or of Subtenant's Estate or of Subtenant's operations for any reason if not discharged within ninety (90) days of such appointment, including but not limited to, assignment for the benefit of creditors or voluntary or involuntary bankruptcy proceedings, but not including receivership instituted by Landlord, the event of default being not the appointment of a receiver at Landlord's instance but the event justifying the receivership, if any; or

(h) An assignment by Subtenant for the benefit of creditors or the filing of a voluntary or involuntary petition by or against Subtenant under any law for the purpose of adjudicating Subtenant as bankrupt; or for extending time for payment, adjustment or satisfaction of Subtenant's liabilities to creditors generally; or for reorganization, dissolution, or arrangement on account of or to prevent bankruptcy or insolvency; unless the assignment or proceeding, and all consequent orders, adjudications, custodies, and supervisions are dismissed, vacated, or otherwise permanently stayed or terminated within ninety (90) days after the assignment, filing, or other initial event.

12.2 Notice to Certain Persons. Landlord shall, before pursuing any remedy, give written notice of any Event of Default to Subtenant. Each notice of an Event of Default shall specify the Event of Default.

12.3 Landlord's Remedies. If any Event of Default by Subtenant shall continue uncured, following notice of default as required by this Sublease, for the period applicable to the default under the applicable provision of this Sublease, Landlord shall have the following remedies in addition to all other rights and remedies provided by law or equity, to which Landlord may resort cumulatively or in the alternative:

(a) Termination. Landlord may at its election terminate this Sublease by giving Subtenant written notice of termination. On the giving of the notice, all of Subtenant's rights in the Premises shall terminate. Promptly after notice of termination, Subtenant shall surrender and vacate the Premises and the Improvements in broom-clean condition, and Landlord may reenter and take possession of the Premises and eject all parties in possession or eject some and not others or eject none; provided that no sub-subtenant, if any, provided with a nondisturbance agreement shall be ejected. Termination shall not relieve Subtenant from the payment of any sums then due to Landlord or City hereunder plus interest thereon from the date due at the

Default Rate, or from any claim for damages previously accrued or then accruing against Subtenant up to the date of termination.

(b) Reentry Without Termination. Landlord may at its election, whether or not Subtenant abandons the Premises, continue this Sublease in effect until such time as Landlord elects to terminate Subtenant's right to possession (but not longer than six (6) months), reenter the Premises, and, without terminating this Sublease, at any time and from time to time, subject to the rights of sub-subtenants, if any, provided with nondisturbance agreements, re-let the Premises or any part or parts of them for the account and in the name of Subtenant or otherwise. Landlord may at its election eject all persons or eject some and not others or eject none; provided that no sub-subtenant, if any, provided with a nondisturbance agreement shall be ejected. Any re-letting may be for the remainder of the Term or for a longer or shorter period. After Landlord's reentry, Subtenant shall pay to Landlord Rent. After Landlord's reentry expires or otherwise ends, Subtenant's liability to Landlord under this Sublease shall automatically cease and terminate except for any continuing indemnity obligations arising under provisions hereof and other provisions that expressly survive termination. No act by or on behalf of Landlord under this provision shall constitute a termination of this Sublease unless Landlord gives Subtenant notice of termination. Subtenant's obligations under this Section 12.3(b) will survive Landlord's reentry on the Premises and the expiration or termination of this Sublease.

(c) Suspension. Landlord may at its election suspend this Sublease for up to one year by giving Subtenant written notice of the suspension. On the giving of the notice, all of Subtenant's rights in the Premises shall be immediately suspended. Promptly after notice of suspension, Subtenant shall surrender and vacate the Premises and the Improvements in broom-clean condition, and Landlord may reenter and take possession of the Premises and eject all parties in possession or eject some and not others or eject none; provided that no sub-subtenant, if any, provided with a nondisturbance agreement shall be ejected. Suspension shall not relieve Subtenant from the payment of any sums then due to Landlord or City hereunder plus interest thereon from the date due at the Default Rate, or from any claim for damages previously accrued or then accruing against Subtenant up to the date of suspension. During the period of the suspension, Subtenant may work to cure the Event of Default. At the end of the suspension period, and any time during the suspension period, Landlord may, in its sole discretion, reinstate this Sublease and Subtenant's rights under this Sublease, or terminate this Sublease in accordance with Section 12.3(a) above.

(d) Subtenant's Personal Property Located in the Premises. Landlord may in the case of reentry and until Landlord's reentry expires or otherwise ends, at its election use Subtenant's personal property and trade fixtures located on and used in connection with the management and operation of the Premises, or any of such property and fixtures, without compensation and without liability for use or damage, or store them for the account and at the cost of Subtenant. The election of one remedy for any one item shall not foreclose an election of any other remedy for another item or for the same item at a later time.

(e) Damages. Should this Sublease be terminated by Landlord pursuant to any provision hereof, Landlord shall be entitled to damages for all amounts that would have fallen due as Rent between the time of termination of this Sublease and the time of the claim,

judgment, or other award, less the proceeds of all re-lettings and attornments, plus all reasonable damages suffered by Landlord, and all reasonable costs and expenses incurred by Landlord, by reason of the Event of Default giving rise to the termination by Landlord, plus interest; provided, however that if Subtenant makes the payments provided for in Section 12.3(b) above, Subtenant's liability for damages shall be reduced by the amounts paid by Subtenant pursuant to Section 12.3(b) above.

12.4 Cumulative Remedies. The remedies given to Landlord in this Article 12 shall not be exclusive but shall be cumulative with and in addition to all remedies now or hereafter allowed by law, in equity, and elsewhere provided in this Sublease.

12.5 Waiver of Breach. No waiver by Landlord of any default by Subtenant shall constitute a waiver of any other breach or default by Subtenant, whether of the same or any other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by Landlord shall give Subtenant any contractual right by custom, estoppel, or otherwise. The subsequent acceptance of Rent, pursuant to this Sublease shall not constitute a waiver of any preceding default by Subtenant other than default in the payment of the particular payment so accepted, regardless of Landlord's knowledge of the preceding breach at the time of accepting the payment, nor shall acceptance of Rent or any other payment after termination constitute a reinstatement, extension, or renewal of this Sublease or revocation of any notice or other act by Landlord.

ARTICLE 13

SURRENDER OF THE PREMISES; DISSOLUTION OF SUBTENANT

13.1 Surrender upon Expiration or Termination. On the Sublease Ending Date, Subtenant shall remove its personal property and quit and surrender the Premises to Landlord without delay, and in good order, condition and repair, except for ordinary wear and tear and damage and destruction or condemnation if this Sublease is terminated pursuant to either Article 10 or 11. Following the Personal Property Notice, title to any personal property of Subtenant or any other party not removed by Subtenant shall automatically vest in the City without the execution of any further instrument; provided, however, Subtenant covenants and agrees, upon either such event, to execute (at no cost or at nominal expense to Subtenant) such appropriate documentation as may be reasonably requested by Landlord or the City to transfer, or confirm the transfer of, title to any personal property to the City. Notwithstanding anything to the contrary contained in Article 14 below, no such surrender shall cause or be deemed to cause a merger of the City's estate in the Premises and Subtenant's Estate, or of Landlord's Estate and Subtenant's Estate, unless City or Landlord expressly so agrees in writing. The Subtenant's obligations under this Section 13.1 shall survive the Sublease Ending Date.

13.2 Dissolution of Subtenant. If Subtenant dissolves as a non-profit corporation, or if Subtenant ceases to be in good standing with the Commonwealth of Pennsylvania, then upon such dissolution, determination, or cessation, Subtenant shall promptly remove all its personal property from the Premises. Title to any personal property of Subtenant remaining in or on the Premises following the Personal Property Notice shall automatically vest in the City without the execution of any further instrument; provided, however, Subtenant covenants and agrees, prior to

such dissolution, determination, or cessation, if practicable, to execute (at no cost or expense to Subtenant) such appropriate documentation as may be reasonably requested by Landlord or City to confirm the transfer of title to Subtenant's personal property to the City; provided further, however, that if Subtenant dissolves as a corporation or ceases to be in good standing with the Commonwealth of Pennsylvania before executing any documentation that the Landlord or City may request to confirm the transfer of title to Subtenant's personal property to City, title to Subtenant's personal property shall nevertheless vest in City. In addition, upon such dissolution, determination, or cessation, Subtenant shall quit and surrender the Premises to Landlord without delay, and in good order, condition and repair, except for ordinary wear and tear. Such surrender of the Premises shall be accomplished without the necessity for any payment therefor by Landlord.

13.3 No Abandonment or Removal. Except as explicitly permitted in this Article 13 and elsewhere in this Sublease, Subtenant shall not at any time during the Term abandon the Premises or any part of them and shall not remove any fixtures or improvements from the Premises.

ARTICLE 14

SUB-SUBLEASES, MORTGAGES, ASSIGNMENTS, AND TRANSFERS PROHIBITED

14.1 Subtenant Shall Not Sub-Sublease, Mortgage, Assign or Transfer. Subtenant acknowledges that this Sublease has been entered into by Landlord relying on Subtenant's commitment to the stewardship of the Premises and operation of a museum about the Underground Railroad, as well as in reliance upon Subtenant's unique qualifications to do so. Accordingly, Subtenant shall not

(a) sub-sublease or sub-space lease, or enter into any concession agreement with respect to, all or any portion of the Premises during the Term of this Sublease without a resolution of the Commission approving the specific proposed sub-sublease or concession agreement, and without the express, written consent of Landlord, which approval and consent may each be withheld for any reason or no reason. Any resolution of approval by the Commission or written approval by Landlord may, at the sole discretion of the Commission or Landlord, as the case may be, be conditioned upon terms, conditions and requirements as the Commission and/or Landlord deems necessary, prudent, or desirable;

(b) mortgage, pledge, assign, execute a deed in trust, or otherwise encumber or transfer its right or interest in this Sublease or the Premises, in any way whatsoever;

(c) transfer, convey, or otherwise dispose of this Sublease, or all or any portion of the Premises, in any way whatsoever.

14.2 Prohibited Sub-Sublease a Default. Any sub-sublease, mortgage, pledge, assignment, execution of a deed in trust, or other encumbrance, or transfer, conveyance or other disposal of the Sublease or Premises, made or given by Subtenant in violation of Section 14.1 will be void and shall, at the sole option of Landlord, be deemed an Event of Default without opportunity to cure, entitling Landlord to exercise any or all of its remedies at law, in equity, and

as provided in this Sublease. A consent by the Commission and Landlord to one sub-sublease shall not be deemed to be a consent to any subsequent sub-sublease.

14.3. Sale or Transfer of Control of Subtenant Prohibited. For purposes of this Sublease, a sale or transfer of all the shares or assets of Subtenant, or of a direct or indirect controlling interest in Subtenant, or the sale of rights or options which a third party could assert or exercise to obtain a direct or indirect controlling interest in Subtenant, or a merger of the shares or assets of Subtenant with any third party, or substitution of a new trustee in place of Subtenant for any trust held or administered by Subtenant, shall be deemed an assignment prohibited by Section 14.1.

ARTICLE 15
DISCRIMINATION PROHIBITED; NO DEBT TO CITY; FINANCIAL ASSISTANCE

15.1 Discrimination Prohibited. In fulfilling its obligations and exercising its rights under this Sublease, including but not limited to Subtenant’s performance of any Alterations and in the administration and participation of and in subtenant’s membership and Subtenant’s Programs, and in offering and permitting the use of the Premises for meetings, Events and Member Events, Subtenant shall not discriminate or permit discrimination against any person on the basis of race, color, religion, national origin, sex, sexual orientation, ancestry, or disability. Any such discrimination constitutes a material breach of this Sublease entitling Landlord to exercise any or all of its rights and remedies at law, in equity, or under this Sublease. Subtenant covenants that every contract relating to any improvements constructed or installed pursuant to this Sublease, and Subtenant’s operations under this Sublease, the contractor and all subcontractors shall not discriminate on any the bases set forth above.

15.2 Membership Fees and Other Expenses.

(a) In accordance with Chapter 17-400 of the Philadelphia Code, as it may be amended from time to time, Subtenant agrees that its payment or reimbursement of membership fees or other expenses associated with participation by its employees in an exclusionary private organization, insofar as such participation confers an employment advantage or constitutes or results in discrimination with regard to hiring, tenure of employment, promotions, terms, privileges or conditions of employment on the basis of race, color, sex, sexual orientation, religion, national origin or ancestry, constitutes, without limiting the generality of Articles 12 above, a substantial breach of this Agreement entitling the Landlord and City to all rights and remedies provided in this Agreement or otherwise available at law or in equity.

(b) Subtenant agrees to cooperate with the Commission on Human Relations of the City of Philadelphia (or its successor commission, agency, department, or office) in any manner which the Commission deems reasonable and necessary for the Commission to carry out its responsibilities under Chapter 17-400 of the Philadelphia Code. Failure to so cooperate shall constitute, without limiting the applicability of Article 12 above, a substantial breach of this Agreement entitling Landlord and the City to all rights and remedies provided herein or otherwise available at law or in equity.

15.3 No Debt to City. Subtenant warrants that Subtenant, its Affiliates, and all entities under common control with Subtenant or controlled by Subtenant are not currently indebted to the City of Philadelphia. Further, Subtenant covenants that Subtenant, its Affiliates, and all entities under common control with Subtenant, will not at any time during the term of this Sublease (including any renewals or extensions) be indebted to the City of Philadelphia for or on account of any delinquent taxes (including but not limited to taxes collected by the City on behalf of the School District of Philadelphia), water bills, sewer bills, liens, judgments, fees or other debts for which no written agreement or payment plan satisfactory to the City has been established. Subtenant shall remain current during the Term of this Sublease with all such payments and shall inform the Landlord and the City in writing of Subtenant's receipt of any notices of delinquent payments within five (5) days after receipt. Without limiting Article 12 above, Subtenant acknowledges and agrees that any violation of this Section 15.3 shall constitute a material breach of this Sublease entitling Landlord and City to exercise one or more of its or their remedies at law, in equity, or otherwise provided in this Sublease. In addition, Subtenant acknowledges and agrees that false certification or representation by Subtenant is subject to prosecution under Title 18 Pa.C.S.A. Section 4904.

15.4 Prohibited Gifts, Gratuities, and Favors.

(a) No Gift of Any Value. Subtenant must not offer or give, directly or indirectly, anything of value to any official or employee in the Executive or Administrative branch of the City, including any gift, gratuity, favor, entertainment or loan, the receipt of which would violate Executive Order No. 002-04 issued by the Mayor of Philadelphia on August 12, 2004.

(b) Sanctions. Any person who offers or gives anything of value to any City official or employee the receipt of which would violate Executive Order No. 002-04 shall be subject to sanctions with respect to future City contracts. Such sanctions may range from disqualification from participation in particular City contract(s), to debarment, depending on the nature of the particular violation. The terms and duration of such sanctions shall be pursuant to such rules as the Procurement Commissioner promulgates with respect to contracts subject to competitive bidding, or as the director of finance promulgates with respect to all other contracts.

15.5 Financial Assistance. In accordance with Chapter 17-1400 of the Philadelphia Code ("Code"), Subtenant represents that no contribution(s) have been made by Subtenant, or by any party whose contribution is attributed to the Subtenant, that would render the Subtenant ineligible to apply for or receive Financial Assistance under the provisions of Philadelphia Code Sections 17-1404(1) and 17-1405; and Subtenant agrees to complete the Certifications and Covenants of Recipient Of Financial Assistance attached to this Sublease as **Exhibit J**.

ARTICLE 16
Minority Participation

16.1 Subtenant has submitted to the City and the City has approved an economic opportunity plan (“**Economic Opportunity Plan**”) setting forth Subtenant’s goals with respect to the participation of Minority, Female and Disabled Owned Disadvantaged Business Enterprises in the construction, Alteration, maintenance, repair, and operation of the Premises and with respect to the employment of disadvantaged, minority and female persons. Subtenant’s Economic Opportunity Plan is attached and incorporated into this Sublease as **Exhibit K**.

16.2 Subtenant shall comply with its Economic Opportunity Plan in all aspects of Subtenant’s use and operation of the Premises under Article 6.

ARTICLE 17

NOTICES

17.1 Any notice, approval, demand or other communication required or desired to be given pursuant to this Sublease shall be in writing and shall be personally served (including by means of professional messenger service or air express service using receipts) or, in lieu of personal service, deposited in the United States mail, postage prepaid, certified or registered mail, return receipt requested, addressed as set forth below. Unless received sooner, each notice shall be deemed received three business days after same shall have been so deposited in the United States mail.

If to Landlord:	General Counsel Philadelphia Authority for Industrial Development 2600 Centre Square West 1500 Market Street Philadelphia, PA 19102
And to:	Executive Director Fairmount Park One Benjamin Franklin Parkway – 10 th Floor 1515 Arch Street Philadelphia, PA 19102
And to:	Commissioner City of Philadelphia Department of Public Property City Hall – Room 790 Philadelphia, PA 19107
With a copy to:	Divisional Deputy City Solicitor – Real Estate Division City of Philadelphia Law Department One Parkway Building – 17 th Floor 1515 Arch Street Philadelphia, PA 19102
If to Subtenant:	President American Women’s Heritage Society, Inc.

2000 Belmont Mansion Drive
West Fairmount Park
Philadelphia, PA 19131

Either Landlord or Subtenant may change its respective address or the address(es) to which the other party shall provide copies of notice, by giving written notice to the other in accordance with the provisions of this Section.

ARTICLE 18 ESTOPPEL CERTIFICATES

18.1 Estoppel Certificates. Subtenant agrees that, promptly following request by Landlord, to execute and deliver an Estoppel Certificate to Landlord or its designee. The term “Estoppel Certificate” shall mean an estoppel certificate, certifying (a) that this Sublease is unmodified and in full force and effect, or, if modified, stating the nature of such modification and certifying that this Sublease, as so modified, is in full force and effect and the date to which the Rent, and other charges or sums due are paid in advance, if any, (b) that, to Subtenant’s knowledge after reasonable investigation, there are no uncured defaults on the part of Landlord, or if there exist any uncured defaults on the part of Landlord stating the nature of such uncured defaults, and (c) the correctness of such other factual information respecting the status of this Sublease as may be reasonably required by Landlord. Subtenant’s failure to so execute and deliver an Estoppel Certificate within ten (10) business days following written request as required above, shall be conclusive upon such party that as of the date of said request for the same (a) that this Sublease is in full force and effect, without modification except as may be represented by Landlord, (b) that there are no uncured Events of Default in Landlord’s obligations under this Sublease that Subtenant knows of or after reasonable investigation should know of, and (c) that no Rent has been paid in advance except as may be represented by Landlord.

ARTICLE 19 APPROVALS BY LANDLORD AND CITY; ENFORCEMENT BY MASTER LANDLORD

19.1 Approvals by Master Landlord. Except where the provisions of this Sublease explicitly require separate approvals by both Landlord and Master Landlord, any approval granted by Master Landlord shall be deemed approval by Landlord under this Sublease. Wherever this Sublease requires the approval of both Landlord and Master Landlord, Subtenant may submit the matter requiring such approval simultaneously to Landlord and Master Landlord.

19.2 Enforcement by Master Landlord. Subtenant acknowledges and agrees that all of Landlord’s rights and remedies under this Sublease may be exercised and/or enforced directly by Master Landlord.

19.3 Person Granting and Manner of Approvals. Subtenant acknowledges and agrees that, except as explicitly provided otherwise in this Sublease, wherever this Sublease requires the approval, consent, or review of the City, such approval, consent or review shall not be valid and binding on the City unless given, made or performed by the Executive Director of Fairmount

Park, or such member of the Fairmount Park staff as the Executive Director may designate in writing, and in the manner required. Further, Subtenant acknowledges and agrees that wherever this Sublease specifies that an approval, consent or review must be given, made or performed by a person or entity other than the Executive Director of Fairmount Park, then such approval, consent or review shall not be valid and binding against the City unless given, made, or performed by the person or entity so specified and in the manner required.

19.4. City Is Beneficiary. The City is a third beneficiary of all provisions in this Sublease, including but not limited to those that require Subtenant to obtain the consent or approval of the Executive Director, Commission, City, or other officials, officers, boards, commissions, and agencies of the City.

**ARTICLE 20
NO MERGER**

20.1 No Merger. The voluntary or other surrender of this Sublease by Subtenant, or a mutual cancellation thereof, shall not work a merger; provided, however, that, at any time after such surrender or cancellation, Landlord may elect to terminate this Sublease.

**ARTICLE 21
QUIET ENJOYMENT; LANDLORD’S RIGHT TO INSPECT**

21.1 Landlord covenants that, provided no Event of Default has occurred under the terms of the Sublease and has continued beyond all applicable cure periods set forth in this Sublease or any other written agreement between Landlord and Subtenant, Subtenant shall have quiet and peaceful possession of the Premises as against Landlord and any person claiming the same by, through or under Landlord. Despite the preceding sentence, Landlord reserves the right for itself and City to enter the Premises and the Improvements during normal business hours for purposes of conducting normal and periodic inspections of the Premises. Subtenant acknowledges and agrees, however, that the City may enter the Premises at any time and without advance notice to Subtenant to perform the City’s normal police, fire, and other municipal functions, or in the case of an emergency posing a threat to the health, safety or welfare of persons or property.

**ARTICLE 22
GENERAL**

22.1 Captions. The captions used in this Sublease are for the purpose of convenience only and shall not be construed to limit or extend the meaning of any part of this Sublease.

22.2 Counterparts. Any executed copy of this Sublease shall be deemed an original for all purposes. This Sublease may be executed in one or more counterparts, each of which shall be an original, and all of which together shall constitute a single instrument.

22.3 Time Is of the Essence; Force Majeure.

(a) Time is of the essence for the performance of each covenant and term of this Sublease.

(b) Notwithstanding Section 22.3(a) above, any obligation of Subtenant which cannot be satisfied due to war, terrorism, strikes (excluding strikes by Subtenant's own employees or the employees of Subtenant's contractors and subcontractors), acts of God or other events which are beyond the reasonable control of Subtenant (each, a "Force Majeure Event"), shall be excused until the cessation of such Force Majeure Event. In no event, however, shall any Force Majeure Event excuse any obligation for longer than a 24-month period from the occurrence of such Force Majeure Event. If Subtenant sends written notice to Landlord that Subtenant believes that it cannot perform its obligation after the 24-month period because the Force Majeure Event continues, then this Sublease shall automatically terminate upon delivery of Subtenant's notice.

22.4 Severability. If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Sublease, but this Sublease shall be construed as if such invalid, illegal or unenforceable provision had not been contained herein.

22.5 Interpretation.

(a) This Sublease shall be construed and enforced in accordance with the laws of the Commonwealth of Pennsylvania, without giving effect to choice of law provisions. The language in all parts of this Sublease shall in all cases be construed as a whole according to its fair meaning, and not strictly for or against either Landlord or Subtenant. When the context of this Sublease requires, the neuter gender includes the masculine and feminine, and the singular includes the plural.

(b) Unless expressly stated otherwise, wherever this Sublease uses the word "include" or "including," it means "including but not limited to."

(c) References in this Sublease to any section, article, or exhibit are references to sections, articles, and exhibits of this Sublease.

22.6 Successors and Assigns; No Beneficiaries. Without limiting or modifying the restrictions set forth in Article 14 regarding sub-subleases, mortgages, assignments, and transfers, the covenants and agreements contained in this Sublease shall be binding upon and shall inure to the benefit of the parties hereto and their respective permitted heirs, successors, and assigns (to the extent, if any, that this Sublease is assignable). Except as provided in Section 19.4, there are no third party beneficiaries of this Sublease.

22.7 Waivers. No breach of any term, covenant or condition in this Sublease shall be deemed waived for any reason unless waived in writing by the non-breaching party. The waiver of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or any subsequent breach of the same or any other term, covenant or condition herein contained.

22.8 Remedies. All remedies herein conferred shall be deemed cumulative and no one remedy shall be exclusive of any other remedy herein conferred or created by law.

22.9 No Partnership. The parties hereto agree that nothing contained in this Sublease shall be deemed or construed as creating a partnership, joint venture, or association between Landlord and Subtenant, or between either of them and the City, nor cause Landlord or Subtenant to be responsible in any way for the debts or obligations of the other party, and neither the method of computing Rent or Additional Rent nor any other provision contained in this Sublease nor any acts of the parties hereto shall be deemed to create any relationship between Landlord and Subtenant other than the relationship of landlord and tenant.

22.10 Integration. This Sublease, and the Exhibits and addenda, if any, attached to this Sublease, constitute the entire agreement between the parties, and there are no agreements or representations between the parties except as expressed herein. All prior negotiations and agreements between Landlord and Subtenant with respect to the subject matter hereof are superseded by this Sublease. Except as otherwise provided herein, no subsequent change, amendment, or addition to this Sublease shall be binding unless in writing, approved by the Commission by resolution, and signed by the parties hereto.

22.11 Commissions. Landlord and Subtenant each represent and warrant to the other that they have employed no broker, finder or other person in connection with the transactions contemplated under this Sublease which might result in the other party being held liable for all or any portion of a commission hereunder. Landlord and Subtenant each hereby agree to indemnify and hold the other free and harmless from and against all claims and liability arising by reason of the incorrectness of the representations and warranties made by such party in this Section, including, without limitation, reasonable attorneys' fees and litigation costs.

22.12 Survival. Notwithstanding anything to the contrary contained in this Sublease, the provisions (including, without limitation, covenants, agreements, representations, warranties, obligations, and liabilities described therein) of this Sublease which from their sense and context are intended to survive the expiration or earlier termination of this Sublease (whether or not such provision expressly provides as such) shall survive such expiration or earlier termination of this Sublease and continue to be binding upon the applicable party.

[Remainder of page intentionally left blank. Signature page follows.]

IN WITNESS OF THE TERMS, CONDITIONS, COVENANTS, AND AGREEMENTS SET FORTH ABOVE, Landlord and Subtenant have caused their duly authorized officials and representatives to execute this Sublease as of the date first written above.

LANDLORD:
PHILADELPHIA AUTHORITY FOR
INDUSTRIAL DEVELOPMENT

By: _____
Name:
Title: President

By: _____
Name:
Title: Secretary/Treasurer

SUBTENANT:
AMERICAN WOMEN'S HERITAGE
SOCIETY, INC.

By: _____
Name:
Title: President

By: _____
Name:
Title: Secretary

EXHIBIT A

**TO
SUBLEASE AGREEMENT
BETWEEN**

**PHILADELPHIA AUTHORITY FOR INDUSTRIAL DEVELOPMENT
AND
AMERICAN WOMEN'S HERITAGE SOCIETY, INC.**

PLAN OF THE PREMISES

EXHIBIT B

**TO
SUBLEASE AGREEMENT
BETWEEN**

**PHILADELPHIA AUTHORITY FOR INDUSTRIAL DEVELOPMENT
AND
AMERICAN WOMEN'S HERITAGE SOCIETY, INC.**

MASTER LEASE AGREEMENT

[To follow.]

EXHIBIT C

**TO
SUBLEASE AGREEMENT
BETWEEN**

**PHILADELPHIA AUTHORITY FOR INDUSTRIAL DEVELOPMENT
AMERICAN WOMEN'S HERITAGE SOCIETY, INC.**

SUBTENANT'S ARTICLES OF INCORPORATION AND BYLAWS

American Women's Heritage Society, Inc.
By-Laws

Article I
Name and Office

Section 1: Name

The name of this organization shall be THE AMERICAN WOMEN'S HERITAGE SOCIETY, hereinafter referred to as THE SOCIETY.

Section 2: Office

The location of the principle office of the corporation shall be the Belmont Mansion, 2000 Belmont Mansion Drive, West Fairmount Park, Philadelphia, Pennsylvania, and shall be the repository of all corporation records of THE SOCIETY.

Section 3: Insurance

The Executive Committee shall secure adequate insurance coverage for equipment and materials provided by THE SOCIETY.

Section 4: Staff

The staff of THE SOCIETY and their duties shall be prescribed by the Executive Committee.

Article II
Seal

Section 1: Seal

The seal of the corporation shall be in the custody of the Executive Director in the principle office of the corporation and is described as being round, 1 1/4 inches across, bearing the name 'AMERICAN WOMEN'S HERITAGE SOCIETY' around its perimeter, and bearing the legend. "Corporate Seal 1986 Pennsylvania" in its center.

Section 2: Copyright ownership of the seal shall be vested irrevocable in THE SOCIETY, its successors or assigns.

Article III Purpose

Section 1: Purpose

The purpose of THE SOCIETY, organized as a non-profit corporation, shall be, and is exclusively for, the stewardship of the Belmont Mansion, a registered national historic landmark in Fairmount Park in the City of Philadelphia, Pennsylvania.

- ◆ To Maintain Operations
- ◆ To continue restoration
- ◆ To promote, promulgate, and execute programs that are charitable, cultural, scientific, and educational to carry out the administration and operation of THE SOCIETY.

Section 2: Endorsements

THE SOCIETY shall endorse no person or other organizations, nor the views, actions, or product of such persons or organizations. THE SOCIETY may affiliate with a group of representatives from various organizations where the purpose is exchange of information, but where the group takes no action that implies endorsement.

Article IV Membership

Section 1: Classification

There shall be the following classes of members:

- A. Board of Directors - Individuals who express an interest in the goals of THE SOCIETY, and actively participate in the programs of THE SOCIETY.
 1. Submit application to Board of Directors requesting membership in THE SOCIETY as a Board of Director.
 2. Membership application must be approved by the Executive Committee.
 3. Pay annual membership dues.
 4. Shall be entitled to making motions, holding office, and nominating for office.

5. Board of Director membership is limited to thirty-five (35) Board of Directors.

B. Open Membership - Open membership shall receive information regarding events, attend annual meetings, and pay annual dues as follows:

1. Patron -- Individual who expresses interest in the goals of THE SOCIETY.
 - a. Pay the one-time minimum dues for a Patron
 - b. Entitled to life-time membership in THE SOCIETY.
 - c. Six Free Meetings
 - d. Invitations to receptions, symposiums, lectures, and shows.
 - e. Two complimentary invitations to a special annual event.

2. Organizational - An organization that expresses interest in the goals of THE SOCIETY.
 - a. Pay annual organizational dues in the name of the organization.
 - b. Six free meetings
 - c. Invitations to receptions, symposiums, lectures, shows.
 - d. Other special privileges.

3. Associate -- Individuals who express an interest in the goals of THE SOCIETY.
 - a. Pay annual dues for an Associate.
 - b. Free admission to the Mansion.
 - c. Newsletter and calendar of events.
 - d. Invitation to receptions, symposiums, lectures, and shows.
 - e. Other special privileges.

4. Family, Friends, Seniors, Students that express interest in the goals of THE SOCIETY.
 - a. Discount to Mansion
 - b. Discounts to gift shop
 - c. Invitations to receptions, symposiums, lectures, shows

Section 2: Good Standing

A member in good standing shall be one whose current dues have been paid according to the provisions of these by-laws, and is not under disciplinary action.

Section 3: Resignation

Resignation of any member in good standing shall be submitted of the President of the Board of Directors.

Section 4: Reinstatement

A former member who resigned in good standing shall be granted reinstatement upon the approval of the Board of Directors by a 2/3 affirmative vote for reinstatement and payment of current dues.

Article V
Dues, Finances

Section I: Dues

Annual Dues shall be as follows:

◆	Board of Directors	\$100.00
◆	Patron (minimum)	\$500.00
◆	Organizational	\$200.00
◆	Associate	\$100.00
◆	Family	\$ 50.00
◆	Friend	\$ 25.00
◆	Senior Citizen/Student	\$ 20.00

Section 2: Dues

Dues shall be due and payable to THE SOCIETY, and received in the office of THE SOCIETY by January 1.

Membership shall be delinquent if dues are not paid by February 1.

Privileges accruant to dues paid between September 1 and December 31 shall begin upon payment and continue through December of the following year.

Section 3: Membership

The membership year shall be from January 1 to December 31.

Section 4: Budget:

A proposed budget shall be submitted for adoption to the Board of Directors by the Executive Committee at the first regular meeting following the Annual Meeting.

Section 5: Audit

The financial records of THE SOCIETY shall be audited annually and at other times as requested by the Executive Committee or the Board of Directors. All audit reports shall be approved by the Board of Directors.

Section 6: Fiscal Year

The fiscal year shall be from May 1 to April 30.

Article VI
Officers

Section 1: Elected Officers

Elected officers shall be a President, A First Vice President, a Second Vice President, a Third Vice President, a Recording Secretary, a Corresponding Secretary, a Financial Secretary, and a Treasurer.

Section 2: Appointed Officers

Appointed Officers shall be an Archivist, a Chaplain, a Historian, and a Parliamentarian.

Section 3: Qualifications

Individuals who have been a Board of Director member in good standing for at least two years, and shall have served on a committee.

Section 4: Term of Office

Elected officers shall assume their duties June 1, after election. Officers shall serve for a term of four (4) years, or until their successor (s) are elected. No member shall hold more than one office at a time.

Section 5: Vacancy in Office

In case of vacancy in the office of President, the First Vice President shall become President. Vacancy in any other elective office than that of President shall be filled by the Executive Committee. Any officer filing an unexpired term of twelve (12) months or less is eligible for reelection at the Annual Meeting.

Section 6: Duties of Officers

Officers shall perform the duties provided in this section, and other such duties as are prescribed for the office in these by-laws.

A. The President shall:

1. Preside at all meetings of the Executive Committee, Board of Directors, and the Annual Meeting.
2. Be an ex-officio member of all committees except the Nominating Committee and the Disciplinary Committee.

3. Initiate new procedures with the approval of the Executive Committee.
4. Co-sign contracts as required.
5. Be an authorized signature on checks.
6. Fulfill such other duties as may be assigned by the Executive Committee, Board of Directors, and the Annual Meeting.

B. The First Vice-President shall:

1. Perform the duties of the President in the absence or disability of the President.
2. Be a member of the Budget Committee.
3. Be an authorized signature on checks.
4. Fulfill such other duties as may be assigned by the Executive Committee or the Board of Directors

C. The Second Vice-President shall:

1. Be a member of the Membership Committee.
2. Fulfill such other duties as may be assigned by the Executive Committee or the Board of Directors.

D. The Third Vice-President shall:

1. Serve as Chairperson of a standing or special committee.
2. Fulfill such other duties as maybe required by the Executive Committee or the Board of Directors.

E. The Recording Secretary shall:

1. Record the minutes of the proceedings of the meetings of the Executive Committee, The Board of Directors, and the Annual Meeting, and shall maintain a record or attendance at these meetings.
2. Furnish copies of the minutes to the members of the Executive Committee and the Board of Directors.
3. Fulfill such other duties as may be assigned by the Executive Committee and the Board of Directors.

F. The Corresponding Secretary shall:

1. Mail notices of meetings for Executive Committee and Board of Directors to be received seven (7) days prior to the meeting.
2. Fulfill other such duties as may be assigned by the Executive Committee or the Board of Directors.

G. The Financial Secretary shall:

1. Be chairperson of the Budget Committee.
2. Maintain the financial records of the corporation.
3. Distribute receipts on all funds collected.
4. Assist the Treasurer.
5. Fulfill any other such duties as may be assigned by the Executive Committee or the Board of Directors.

H. The Treasurer shall:

1. Be custodian of all funds of the corporation.
2. Be an authorized signature on all checks.

3. Make a financial report at each meeting of the Executive Committee and the Board of Directors.
 4. Perform duties pertaining to the office as defined in the by-laws and standing rules, or as may be assigned by the Executive Committee and the Board of Directors.
- I. The Chaplain shall:
1. Perform such duties as may be assigned by the Executive Committee and the Board of Directors.
- J. The Parliamentarian shall:
1. Advise the President on parliamentary procedures.
 2. Attend the Executive Committee, Board of Directors, and the Annual Meeting.
 3. Perform such duties as may be assigned by the Executive Committee and the Board of Directors.
- K. The Archivist shall:
1. Identify and arrange for the acquisition of historical articles and items for Belmont Mansion.
 2. Perform such other duties as assigned by the Executive Committee and the Board of Directors.
- L. The Historian shall:
1. Be a member of the Research Committee; maintaining records of such artifacts as may be acquired by THE SOCIETY.

2. Perform such other duties as may be assigned by the Executive Committee and the Board of Directors.

Article VII Nominations and Elections

Section 1: Nominations

- A. A Nominating Committee shall consist of five (5) members. Three (3) members shall be elected by ballot and two (2) members shall be appointed by the President. The Nominating Committee shall be elected and appointed at the third annual meeting following the election of officers. Nominations for the Committee shall be made from the floor, and election shall be by ballot. A plurality vote shall elect, and the member receiving the largest number of votes shall serve as chairperson of the Committee. No member shall serve two terms consecutively on the Committee. If there is a tie, lots shall be drawn to determine who shall serve.
- B. The Nominating Committee shall submit at least one name for each office to be filled. A copy of the report of the Committee shall be forwarded to the Executive Committee to be an addendum to the call for the Annual Meeting.
- C. The Nominating Committee shall consider the qualification of all candidates submitted by the members or by members of the Nominating Committee. Name submitted to the Committee shall be accompanied by a statement of qualifications, and received by the Committee by November 15 of the year before board election. The committee shall hold a meeting by March 1 of board election year.
- E. Additional nominations may be made from the floor. No name shall be placed in nomination without the written consent of the nominee.

Section 2: Elections

Officers shall be elected by ballot. A majority vote shall elect.

Article VIII Meetings

The Annual Meeting of THE SOCIETY shall be held during May in the second even years, and shall be for the purpose of electing officers; receiving reports of officers and committees, and for any other business that may arise.

Section 1: Quorum

The quorum of the Annual Meeting shall be a majority of the voting members who have been registered with the Credentials Committee as in attendance.

Section 2: Voting

There shall be no voting by proxy, except in the case of extreme situations authorized by the Nominating Committee.

The Board of Director meetings shall be held quarterly on the last Tuesday of the quarter month.

Article IX Executive Committee

Section 1: Composition

The members of the Executive Committee shall consist of:

- ◆ Elected officers
- ◆ Appointed Officers
- ◆ Executive Director
- ◆ Chairperson of Standing committees

All Executive Committee members shall be Board of Director members of THE SOCIETY. The Executive Committee shall consist of no more than 20 Executive Committee members.

Section 2: Authority

- A. Have full power and authority of the affairs of THE SOCIETY
- B. Approve standing and special committee procedures that directly affect areas of THE SOCIETY outside the purview of a committee.
- C. Adopt a biennial budget at its first regular meeting following elections.
- D. Have the authority to adopt special rules of order or standing rules to govern its proceedings.
- E. Perform such other duties as defined in these by-laws and as directed by the voting membership.

Section 3: Meetings

The Executive Committee shall meet on the second Friday of each month, except in the case of an emergency.

Special meetings of the Board of Directors may be called by the Executive Committee as deemed necessary.

Section 4: Majority Vote

A majority vote of those in attendance shall be required to amend an adopted budget.

Section 5: Quorum

Quorum of one-third members of the Executive Committee of those in attendance shall constitute a quorum.

Section 6: Duties:

The Executive Committee shall:

- A. Have general supervision of the affairs of THE SOCIETY.
- B. Conduct business that may be delegated by the Board of Directors.
- C. Approve work and procedures of standing committees as provided in these by-laws.
- D. Fill vacancies by ballot vote in elective offices except the office of the President.
- E. Employ an Executive Director and determine duties of the position.
- F. Approve and update personnel policy and procedures.
- G. Select a certified auditor to audit the financial records of THE SOCIETY.
- H. Elect the disciplinary committee as provided in Article XII and establish or amend rules for the disposition of complaints submitted by the Disciplinary Committee.
- I. Consider and act upon the recommendations of the Disciplinary Committee as provided in these by-laws.
- J. Be authorized to transfer funds from one line item of the budget to another and to authorize expenditures from unallocated funds.
- J. Have authority to adopt standing rules to govern its own proceedings.
- K. Perform such other duties as defined in these by-laws.

Article X
Committees

Section 1: Standing Committee

- A. The Standing Committee of THE SOCIETY shall be:

- ◆
- ◆ Budget Committee
- ◆ Membership Committee
- ◆ Program Committee
- ◆ Publicity Committee
- ◆ Fund-Raising Committee
- ◆ Volunteer Committee

- B. Standing Committees shall develop a plan of work and procedures to be submitted to the Executive Committee for approval.
- C. No member shall serve as chairperson of more than one Standing Committee. Chairs will be appointed by the President.
- D. The terms of the chairs shall be two years.

Section 2: Budget Committee

- A. The Budget Committee shall be composed of the Financial Secretary as Chairperson, the First Vice-President, the Treasurer, and the Executive Director.
- B. The committee shall present an annual budget for adoption by the Executive Committee at its first meeting following the annual meeting.

Section 3: Membership Committee

- A. The Membership Committee shall compose of the Second-Vice-President, and members.
- B. Promote retention of membership and cooperate with Publicity Committee in promoting extension of membership.

Section 4: Program Committee

- A. The program committee shall be composed by a chairperson, the Second and third Vice-Presidents, and the Executive Director.
- B. The committee shall create and develop charitable, scientific, cultural, and educational programs and activities according to Article III of these by-laws.

Section 5: Publicity Committee

- A. The Publicity Committee shall be composed of a chair, members, and the Executive Director.
- B. The committee shall investigate and recommend methods of acquainting the general public with the functions and services of THE SOCIETY.
- C. Promote extension of membership in cooperation with the Membership Committee.
- D. Prepare publicity statements to be submitted to the Executive Director for approval before release.
- E. Support various committees in their fund-raising efforts.

Section 6: Fund-Raising Committee

- A. The Fund-Raising Committee shall be composed of the Treasurer, Executive Director, and members.
- B. The committee is responsible for initiating and recommending methods of raising money.
- C. The committee is to prepare presentations for the Executive Committee for approval before release with a prepare budget for the event.

Section 7: Volunteer Committee

- A. The Volunteer Committee is to solicit volunteers to help with various events, tour guides, and office work .
- B. The Volunteer Committee is to present their plans to the Executive Committee for approval.

Section 10: Special Committees

Special Committees may be created as necessary by the Executive Committee.

Article XI
Disciplinary Procedures

Section 1: Complaints

If a complaint is filed against a member alleging:

- ◆ A violation of a member's dignity and rights of the individual.
- ◆ Actions or words tending to injure the good name of the organization, disturb its well-being or hamper in it works.
- ◆ Dereliction in office.
- ◆ Other actions or words detrimental of THE SOCIETY it shall be processed and a recommendation forwarded to the Executive Committee for action.

Section 2: Disciplinary Committee

- A. The Disciplinary Committee shall be composed of three members of the Executive Committee who shall not be elected officers.
- B. Members of the committee shall be elected by the Executive Committee.
- C. Have the authority to adopt standing rules to govern its proceedings.
- D. The committee shall report only to the Executive Committee.

Article XII Office

Section 1: Office

The Executive office shall be located in Philadelphia County, Pennsylvania at Philadelphia

Section 2: Conduct of Business

The conduct of business in the executive office shall be under the direction of an Executive Director, shall be selected by and report to, and be responsible to the Executive Committee of THE SOCIETY. The Executive Director shall consult with the President of THE SOCIETY between meetings of the Executive Committee.

Section 3: The Executive Director shall:

- A. Be responsible for the employment of such personnel as required to carry out the duties of the executive office provided that such employment falls within the constraints established by the adopted budget of THE SOCIETY.
- B. Perform such other duties as stated in these by-laws and standing rules, the personnel policy and procedures for the staff, and as directed by the Executive Committee and the Board of Directors.
- C. Be custodian of the Corporate Seal of THE SOCIETY and imprint the seal on documents as authorized by the Executive Committee.
- D. The Executive Director's position is a paid position.

ARTICLE XIII SUBVENTION

THE SOCIETY shall be authorized, by resolution of the Board of Directors, to accept subventions on terms and conditions inconsistent with the Pennsylvania Non-profit Corporation Law.

ARTICLE XIV
ENDOWMENT

An endowment may be created upon the happening of which notice shall be forwarded to appropriated authorities, i.e., Pennsylvania Corporation Bureau, Internal Revenue Service, Inc.

ARTICLE XV
INDEMNIFICATION

The directors, officers, employees, agents, and servants of THE SOCIETY shall be indemnified for any costs, expenses, or liabilities as a result of the performance of their duties to the extent required by or permitted under the Pennsylvania Non-Profit Corporation Law of 1972, as the same may be amended, including amounts paid in settlement and reasonable attorney fees.

ARTICLE XVI
DISSOLUTION

In the event of dissolution of this corporation, the net assets shall be applied and distributed as follows:

All liabilities and obligations shall be paid, satisfied, and discharged or adequate provisions shall be therefore.

Assets held for charitable, religious, benevolent, educational, or similar use, but not held upon a condition requiring return, shall be transferred or conveyed to one or more domestic other organizations engaged in similar activities, pursuant to a plan of distribution as provided by law provided however, said organization shall qualify under section 501 (c) (3) of the Internal Revenue Code.

Dissolution of endowment funds held in an endowment shall be transferred or conveyed to one or more domestic other organizations as provided for other assets as above.

ARTICLE XVII
PARLIAMENTARY AUTHORITY

The rules contained in the current edition of ROBERT'S RULE OF ORDER NEWLY REVISED shall govern the proceedings of THE SOCIETY. All cases to which they are applicable and in which they are consistent with these by-laws and any special rules of order THE SOCIETY may adopt.

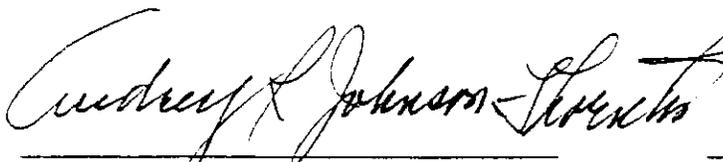
ARTICLE XVII
AMENDMENTS OF BY-LAWS

These by-laws may be amended at the second general meeting of the Board of Director following the proposal of the amendment provided that the written notification of the amendment and the voting date is sent to all director members.

Section I: Shall have been submitted by a Director Member, the Executive Committee, or Special Committee.

A. If a revision is authorized there shall be no other amendments proposed to the existing by-laws.

Revision to the by-laws was approved by unanimous vote of the American Women's Heritage Society Board of Directors this twenty-first day of May, in the year of Nineteen Hundred ninety-six in the City of Philadelphia, Pennsylvania.



Audrey R. Johnson-Thornton, President



Doris Kelly-Jackson, Recording Secretary

American Women's Heritage Society

Mission Statement

The American Women's Heritage Society is a private, non-profit historic preservation organization founded in 1986 for the purpose of restoring and maintaining the 360-year-old Belmont Mansion in Fairmount Park. The Society is the first organization to administer Belmont Mansion as an historic house museum. The interpretive plan for Belmont Mansion relates the history of the people who lived and worked at Belmont Mansion to the visitor's interest in his or her heritage. The interpretive plan addresses the larger themes of the struggle for freedom and respect for self-identity that are such a significant part of the history of Philadelphia and the United States of America. The Society attracts visitors to Belmont Mansion from the local, regional, and national levels through programs marketing Philadelphia as the number one destination for African-American tourism. The Society also preserves this historic registered landmark for use as a cultural and educational resource by the local community. The Society's mission includes the education and exposure of the multi-cultural community to the Fine Arts (literature, art, dance, drama, and music) as a means of building bridges of communication and interaction among the diverse ethnic communities in Philadelphia and surrounding counties. The Belmont Mansion Complex is used for public programs and exhibits sponsored by the Society and its thirty-three member organizations.

EXHIBIT D

**TO
SUBLEASE AGREEMENT
BETWEEN**

**PHILADELPHIA AUTHORITY FOR INDUSTRIAL DEVELOPMENT
AND
AMERICAN WOMEN'S HERITAGE SOCIETY, INC.**

DESCRIPTION OF SUBTENANT'S PROGRAMS

**American Women's Heritage Society
At Historic Belmont Mansion in
Fairmount Park**

Lease Agreement Attachments and Descriptions

Programs Include:

Public Programs

- Underground Railroad Legacy Series
- Seminars
- Lectures
- Reenactments
- Conferences
- Symposiums

Special Events

School Programs

Rentals

Membership

- Meetings
- Receptions

Volunteers

Museum Programs

- Youth Docent Training Program
- Adult Docent Training Program
- Tours
- Interpretive Programs

Partnership/Collaborative Programs

- Quest for Freedom (Greater Philadelphia Tourism and Marketing)
- Minority Arts Council (MAC)
- Microsoft School of the Future
- Global Leadership Academy
- Philadelphia Board of Education
- National Underground Railroad Freedom Center – Freedom Stations Program
- National Park Service – Network to Freedom Program

Attached also are several copies of the Belmont Mansion Complex Floor Plans

The American Women's Heritage Society is the only African-American women's organization to administer a historic mansion in Fairmount Park. Its three hundred members are comprised of a cross section of professional, business, and community leaders. These members serve as docents, providing historical tours of Belmont Mansion to the public. Belmont Mansion is the only historic mansion in Fairmount Park that is open to the public six days a week throughout the year (closed Monday). Society members have raised the funds to purchase all the furnishings and equipment used in the Belmont Mansion Complex. By the end of the first year of operation, it became clear that the minimal membership fees alone would not provide adequate funds for the maintenance of the Mansion. Belmont Mansion has no maintenance endowment from the descendants of its original owner. After serious consideration, the Society decided to rent the facility by advance reservation for private parties, weddings, conferences, and as a meeting place for social and cultural organizations. Today, this non-profit historic preservation organization raises funds from a combination of membership fees, admissions, rentals, grants, and donations.

The American Women's Heritage Society has sponsored numerous significant exhibitions during its history. For the "We the People 200" celebration which commemorated the signing of the United States Constitution the "Life in the Colonies for Black Freed Men and Women" exhibit recreated the lives of historically documented 18th and 19th century African-American Philadelphians through furnished interiors at Belmont Mansion. This exhibit displayed the living room of James and Charlotte Forten, wealthy Abolitionists; the bedroom of Matthew and Sarah Heath, a skilled carpenter and his dressmaker wife; and the kitchen of Robert and Phoebe Hill, a porter and washerwoman. This event was also celebrated by the performance of a re-enactment "Black Women of the Constitution" by actors from the Bushfire Theater Company.

Also in 1987 the Society displayed "Black Women: 200 Years of Contributions to the City of Philadelphia," an exhibit of commissioned portraits by renowned artist Sam Byrd of African-American women from Philadelphia who made significant contributions to the arts, education, law, politics, and medicine. In 1988 the "Yulan Me: Chinese Art Exhibit" featured the unveiling of Yulan He's portrait of W. Wilson Goode, Mayor of Philadelphia. The portrait was presented on the occasion of the Mayor's birthday. This exhibit was followed in 1989 by the Black Folk Dolls: A Journey to the Past" exhibit, accompanied by a lecture.

In September 1989 the Tri-centennial Celebration of Belmont Mansion was celebrated by a gathering of forty-four descendants of William and Richard Peters, the original owners of Belmont Mansion. A special feature of this event was an exhibition of Peters family paintings, photographs, and artifacts loaned by family members. During this event, the City Council of Philadelphia passed a resolution honoring the American Women's

Heritage Society for restoring and maintaining Belmont Mansion. In 1991 the Society celebrated its Fifth Anniversary at Belmont Mansion with a Colonial Costume Ball. Performances of 18th and 19th Century dances and chamber music were the highlight of the evening.

Exhibits celebrating Black History Month and Women's History Month have been an annual highlight at Belmont Mansion. In February 1988 the "From Africa to America" exhibit showed the history of the movement of African people to the Americas through slavery. In February 1990 the "Sadie Tanner Mossell Alexander" exhibit paid tribute to the life of this noteworthy Philadelphian who paved the way for African American women in law. In 1991 the "From Whence We Came: A Tribute to Black Women's Organizations" exhibit showed the importance of local African-American women's groups to the civic life of Philadelphia. In February 1992, the "America's First Native Born Master of Music: Frank Johnson" exhibit brought the contribution of this native Philadelphian to the attention of the community. The "Historical Black Images and Film: Where We Were to Where We Are" exhibit in February 1993 showed how blacks were portrayed in the film and print media in the first half of the twentieth century. The "African American Women in the Civil War Era" exhibit in March 1994 was complemented by lectures by Dr. Ella Forbes and Dr. Emma Jones Lapsansky. The "Black Women Organized for Social Change, 1800-1920" exhibit in February 1995 explained the contribution of African-American women's social, civic, and religious organizations to education and equality. The "African American Women in Sports" and "African American Women in the Military" exhibits in February and March 1998 demonstrated the lasting contributions of African American women in these fields. At the opening of the "African-American Sports" exhibit, Dawn Staley of Philadelphia's women's basketball team, The Philadelphia Rage, was the guest speaker. Among the women featured in the exhibit was Velma "Baby TNT" Garrick, the first African-American woman to work as a professional boxing referee. In the "African-American Women in the Military" exhibit, among the distinguished women recognized for their service in World War II and for their continued service to our country are Brigadier General Clara Adams-Ender, First African-American Chief of the Department of Nursing at Walter Reed Army Medical Center, Dr. M. Joycelyn Elders, Former Surgeon General of the U. S. Public Health Service, Susan Elizabeth Freeman, Chief Nurse of the First Overseas Unit of Black Nurses during World War II, Dr. Mae C. Jamison, First Female African-American Astronaut, Brigadier General Hazel W. Johnson-Brown, First Female African-American General Chief of the Army Nurse Corp, Brigadier General Carcelite Jordan-Harris, First Female African-American to attain rank of General in the U. S. Air Force, and Janie L. Mines, First African-American Woman at the U. S. Naval Academy.

Another annual event at Belmont Mansion has been the Colonial Christmas Showcase with accompanying musical performances. Performers have included the Fiskites and the School of the Performing Arts. The Society has continued the long history of musical and dramatic performances being held at Belmont Mansion. The dramatic production of "That's Me: An African- American Cultural Experience" was presented in August 1987. In September 1990, music and dance by "Africa Oyell" were held at Belmont. In September 1992 the "Jazz Under the Stars" concert featured some of Philadelphia's top jazz artists. In March 1997 the Society held the "Back to Belmont" Benefit Concert, performed by the legendary Eartha Kitt, to help raise funds for the Belmont Mansion Restoration Project.

The American Women's Heritage Society has always been active in providing programs specifically designed for women and youth. The history of Belmont Mansion and its restoration was featured in the City of Philadelphia School's television program "Geography, History, and the Urban Riches." In July and August of 1995, the Society sponsored an African Arts Summer Youth Program in cooperation with African Americans for Cultural Development. Tours of an exhibit of African ceremonial masks, drums and other musical instruments complemented lectures and performances of African drumming and dance.

Other special events sponsored by the American Women's Heritage Society have contributed to making Philadelphia the number one destination in America for Minority Tourism. In 1990 a reception for participants in Philadelphia's first Black Memorabilia and Collectibles Show was held at Belmont Mansion. A reception in honor of Prince Nana Akwassi Boakye (Samuel) and Prince Opaku Agyeman, Princes of the Busumuru Faben Stool (Stool of Justice) of the Asante Kingdom of Ghana was held at Belmont in December of 1992. In 1994 the Society sponsored a reception honoring the appointment of Mary Mason, talk show hostess and community activist, as a Fairmount Park Commissioner. The Society sponsored a lecture and book signing by restaurateur Barbara Smith in 1995. Other famous attendees of recent events at Belmont include Jesse Jackson and Boyz II Men. Belmont was also the location for the filming of Will Smith's music video "Summertime."

In October 1995 the Society held the "Back to Belmont" Benefit Gala at the Horticultural Center in Fairmount Park while Belmont Mansion was closed for Phase I of the Restoration Project. Honorees, recognized for their contributions to the success of the Society's work at Belmont Mansion, included Mrs. Joseph Gembala, Jr., Past President of Strawberry Mansion; Honorable W. Wilson and Velma Goode, Former Mayor of Philadelphia; William E. Mifflin, former Executive Director of Fairmount Park; Harold Murray, Architectural Planner; Honorable Michael Nutter, City of Philadelphia Councilman; Ursula Reed, President of Loudoun Mansion; Honorable Edward Rendell,

Mayor of Philadelphia; and Scott J. Schwarz, Esq. of Mattioni, Mattioni, & Mattioni, Ltd. Upon completion of Phase I of the Restoration Project in June 1997, then-Philadelphia City Council President John Street presided over the ribbon cutting ceremony for the opening of the Belmont Mansion Complex, at which the Honorable Robert N. C. Nix, Jr. was the special guest.

In addition to exhibits and events sponsored by the American Women's Heritage Society, the Society has thirty member organizations, which sponsor their own meetings and events at Belmont Mansion. These organizations include 2000 African-American Women, Ain't I A Woman Network, Coalition of African American Cultural Associations, National Association of University Women, Pennsylvania Coalition of 100 Black Women, Phi Delta Kappa Sorority, Top Ladies of Distinction, Twigs of Montgomery County, and Zeta Phi Beta Sorority.

As the American Women's Heritage Society looks forward to the next decade at Belmont Mansion, plans are being made for the future. The Society will continue to sponsor research on the history of Belmont Mansion, with a special interest in the history of African-Americans and Underground Railroad activities. Ongoing research is being conducted to identify the involvement of Richard Peters in the Abolitionist Movement and his close relationship with the Abolitionist leader Judge William Lewis, his neighbor at Somerton (now Strawberry Mansion). Through interviews with several former residents of Belmont Mansion, the possibility of an underground passageway was discovered at Belmont Mansion. The Society is establishing a library of publication related to the history of Belmont Mansion.

Educational outreach is another area in which the Society is concentrating its efforts. The Society is sponsoring a mentoring program for young women, teaching them about historical research and historic preservation while training them to serve as docents. Educational programs for school groups visiting Belmont Mansion are also under development.

In addition to preserving the historic buildings at Belmont, the Society is involved in preserving the environment. Through the creation of the Belmont Mansion Environmental Education Trail, the Society will provide hands-on experiences in methods for restoring and maintaining natural resources. The Society is also recruiting and training guides to teach visitors about natural resources and history of human alterations of the environment surrounding Belmont Mansion. As always, fundraising is essential for supporting the Society's educational programming, research, and the preservation of Belmont Mansion.

Use Policy for the American Women's Heritage Society Underground Railroad Museum at Historic Belmont Mansion

Submitted for review on August 24, 2007

Written by Naomi Nelson, Consultant Curator

The American Women's Heritage Society Underground Railroad Museum at Historic Belmont Mansion is Philadelphia's newest Underground Railroad Museum.

On July 4th, 2007 the doors of the newly restored Revolutionary and Colonial Colonial era home of the Peters family opened to the public with much enthusiasm. This grand opening was the result of the completion of a 3 Million Dollar restoration of the Peters family home at Belmont Mansion. As a component of the American Women's Heritage Society, the Underground Railroad Museum is also a member of the National Underground Railroad Freedom Center's Freedom Stations Program, the National Park Service Network to Freedom Program, and Save America's Treasures. It is also a member of Centennial Park.

In order to protect the building, its collection, exhibits and grounds, **strict adherence** to the rules, regulations, and policies concerning museum practices described herein must be followed at all times. Because of its historical significance and national landmark status, the Underground Railroad Museum's primary purpose will be to serve as a historic house museum, and the building will be available for tours at scheduled times and upon special request approved by the President.

I. Policy for Use of the Mansion

Note: The policies presented for use of the American Women's Heritage Society Underground Railroad Museum were developed by the Consultant Curator at the American Women's Heritage Society at Belmont Mansion. This use policy complies with professional museum ethics and standards.

This policy complies with safety regulations for the building, its collection, and its visitors and assures equitable public access. The tour and usage fees listed in this document help cover the costs of operating and maintaining a historic house museum, including repairs, maintenance, public education programming, and staffing.

Staff members are required to sign in and sign out before entering and after leaving the Museum.

All tours groups are expected to sign in prior to beginning the tour.

II. Use of the Underground Railroad Museum

As a house museum, the Underground Railroad Museum is not equipped to accommodate seated conferences, symposia, meetings, or extensive use for dinners, luncheons, receptions, teas, fundraisers, or other similar activities. Dinners, luncheons, and receptions may be held in the Belmont Mansion Banquet Room Building, on the lawn, or in other appropriate places.

Tours are available on a regular basis. Tour guides are available.

Public Programs may be scheduled by the American Women's Heritage Society – only.

III. Use of the American Women's Heritage Society Underground Railroad Museum (Peters House)

Use is restricted to tours and activities such as workshops, lectures, gallery talks, reenactments as scheduled by the American Women's Heritage Society at Historic Belmont Mansion. All tours and programs must be accompanied by an official American Women's Heritage Society staff representative.

Food service is not available for use in the Underground Railroad Museum building.

IV. Security Staffing

Use of the Underground Railroad Museum after normal hours is restricted to any use other than those scheduled by the American Women's Heritage Society Underground Railroad Museum at Historic Belmont Mansion. Permission for use and programs scheduled by the American Women's Heritage Society at Belmont Mansion must be approved in order to be confirmed and prior to advertising.

Normal hours are Tuesday –Sunday from 12PM to 5 p.m.

A staff representative may serve as a security presence at the Museum.

Visitors may not touch or handle objects on view unless signage clearly instructs them to do so.

V. Tours

As a result of the restoration, visitors to the museum now are able to experience the newly opened Underground Railroad Museum, Special Exhibits, temporary installations, and it's Permanent Exhibition. The Permanent Exhibition highlights the members of the Peters family and their connection to Abolition and the Underground Railroad.

Tours will be provided by volunteers, docents, and students from the Microsoft Technology High School in Fairmount Park. Student participation is the result of the

creation of the Youth Docent Program at the Underground Railroad Museum which involves completion of a 22 week training of high school Youth Docents.

Tours are to be conducted on a regular basis and should not exceed one hour in length.

School groups must be accompanied by a tour guide.

VI. Admission Charges

Payment for admission must be made prior to touring. Cash or credit cards are acceptable. Staff accepting payments from visitors must record payment and submit payment according to the organization's policy.

(Note: Figures reflect charges per person)

Regular Adult	\$7
Prepaid Adult tours/groups	\$5
Seniors (Persons over 60 years of age walk-in)	\$5
Students	\$5

VII. Fire Codes

Smoking is not permitted anywhere inside the Underground Railroad Museum or on its grounds.

Maximum fire code capacity for the entire building is ____ people.

VIII. Fund Raising

Fund-raising events which are not arranged by the American Women's Heritage Society are prohibited.

IX. Photography

Photography and videotaping inside the Underground Railroad Museum are restricted. Please consult with the Belmont Mansion staff.

X. Collections

Users of all Underground Railroad Museum facilities are expressly held to the policies and procedures set forth in this policy. This policy specifically prohibits the use or

movement of any piece in the collection without the approval of Audrey Thornton, President.

Special Installations are to be pre-scheduled and approved by the President.

The Permanent Exhibition shall remain on view unless the President has authorized relocation, removal or replacement.

The Permanent Exhibition and each room of the Museum shall be inspected on a regular basis.

Contents and exhibits shall be dusted on a regularly scheduled basis.

XI. Raising Public Awareness

In an ongoing effort to increase our audience base and to raise awareness of the historic significance of the Underground Railroad at Belmont Mansion, a membership program is active and funds are raised from government agencies, private foundations and individuals for educational and promotional projects. The President and staff works to promote the American Women's Heritage Society Underground Railroad Museum at Historic Belmont Mansion and publicize their events and programs through newsletters, brochures, announcements, letters, media coverage and on-line website.

EXHIBIT E

**TO
SUBLEASE AGREEMENT
BETWEEN**

**PHILADELPHIA AUTHORITY FOR INDUSTRIAL DEVELOPMENT
AND
AMERICAN WOMEN'S HERITAGE SOCIETY, INC.**

CATERERS DUTIES AND CRITERIA



AMERICAN WOMEN'S HERITAGE SOCIETY, INC.

BELMONT MANSION HISTORIC HOUSE • 2000 BELMONT MANSION DRIVE,

PHILADELPHIA, PA 19131

TELEPHONE: 215-878-8844 FAX: 215-878-9439

E-MAIL: BTHORN1653@AOL.COM

To: Belmont Mansion Preferred House Caterers

FROM: Audrey R. Johnson Thornton

RE: Requirements for Caterers

Date: December 1, 2006

OFFICERS

Audrey Johnson-Thornton

President

Carole I. Smith

1st Vice-President

Edith Moore Stephens

2nd Vice President

Yvette Nixon Gross

Secretary

Mollie Robinson

Corresponding Secretary

Cheryl Jones

Financial Secretary

Linda B. Watson

Treasurer

Joan Howell

Parliamentarian

Rev. Canon H. Gregory

Smith

Chaplain

Rev. Dr. M Marcia

Butts- Schwartz. ...

Chaplain

I am forwarding the following information obtained from the Department of Health.

All caterers whether their principle location is within Philadelphia or outside of Philadelphia planning to conduct food handling activities within Philadelphia are required to be approved by the Office of Food Protection and have all appropriate Philadelphia licenses.

We need confirmation from you that you have obtained required Preparing and Serving Food Licenses or other appropriate food handling license issued by the City of Philadelphia. If this is not taken care of we cannot allow you to cater events at Belmont Mansion.

If this is an issue and you do not have proper identification please contact the Office of Food Protection, 321 University Avenue, Philadelphia, PA 19104, 215-685-7497 to obtain the necessary forms.

Should you need further information I can be reached at 215-878-8844.

Sincerely,

Audrey R. Johnson Thornton

HONORARY MEMBERS

Ramona A Riscoe Benson

Teta Banks-Brayboy, Ph.D.

Joan Myers Brown

Hon. Augusta A. Clark

Lynne Fields Harris

Oliver S. Franklin

Velma Goode

Judge Frederica M. Jackson

Mildred Johnson, Ph.D.

Eartha Kitt

Linda Munich

Jerry Murphy, M.D.

Trudy Haynes-Pender

Ralph Peters

Richard Peters

Fath Davis Ruffin

Niara Sudarkasa, Ph.D.

Hugo Warren

GENERAL COUNSEL

Scott Schwarz, Esq.

Mattioni, Mattioni &

Mattioni, LTD

Jacqueline M. Roberts, Esq.

DECEASED MEMBERS

Hon. Robert N. C. Nix, Jr.

Rev. Sarah Potter Smith

Hon. C. Delores Tucker

2000 African American Women

Continentials

AKA Rho Theta Omega Chapter

Club Avalon

Delta Sigma Theta

Fairmount Park Council for Historic Sites

Freedom Theatre

Friends of Philadelphia Parks

Global Perspectives, Inc.

Links, Inc.

National Association of Black Accounts

National Association of University Women

National Council of Negro Women

National Political Congress of Black Women

National Trust for Historic Preservation

Northeasterners, Inc.

Nu Sigma Chapter, Phi Beta Sigma Fraternity

PA Coalition of 100 Black Women

Pennsylvania Federation of Museums and
Historical Organizations

Phi Delta Kappa Sorority

Philadanco, Inc.

Philadelphia Coalition of Federated Women

Smart Set

The Golf Clinic, Inc.

Top Ladies of Distinction

Twigs of Montgomery County

Zeta Phi Beta Sorority

AMERICAN WOMEN'S HERITAGE SOCIETY
2000 Belmont Mansion Drive, West Fairmount Park
Philadelphia, PA 19131
Phone (215) 878-8844 Fax (215) 878-9439

The American Women's Heritage Society of Historic Belmont Mansion would like to extend an invitation to you to establish and/or renew your membership as a Belmont House Caterer. Only caterers with current memberships will remain on the Belmont Mansion Catering List. Many catering organizations have expressed an interest in having a professional affiliation with Belmont Mansion. However, we are selective in choosing our professional affiliations. Several catering organizations have been so pleased with our facilities that they have referred clientele to us. The AWHS would like to take this opportunity to thank you for your business referrals and for your continued confidence. We are sincerely appreciative of both.

In order to obtain a membership as a Belmont Mansion House Caterer, The American Women's Heritage Society has established the following policy:

- 1) A high standard of excellence with regard to food preparation and presentation.
- 2) Insurance coverage and proper licensing and permits are required
- 3) Caterers should have an established reputation and good rapport with the community
- 4) Under no circumstances shall the caterer discriminate or permit discrimination against any person because of race, sex, religion, national origin or ancestry
- 5) There is a **\$500.00** membership fee required for one year's listing on the Belmont Mansion Caterer's list. This membership is renewed annually and is due by **July 2**
The caterers on this list are recommended to our clients. We act as your sales representative.
- 6) In addition, we request a contribution from you for the maintenance and restoration of Belmont Mansion from each affair that you cater here at the Mansion, which can be considered tax deductible, as The AWHS is a 501 3(C) organization.

Please note that your membership is renewable annually. If your fee is not paid by the due date, your membership will be terminated. Please make all checks payable to The American Women's Heritage Society Inc.

Enclosed please find the Belmont Mansion Caterer's Agreement Form. Complete the form and return it with your membership fee. If you have any questions or concerns feel free to contact my office at (215) 878-8844. We look forward to working with you.

Sincerely,

A handwritten signature in cursive script, appearing to read "Audrey Johnson-Thornton", with a long horizontal flourish extending to the right.

Audrey Johnson-Thornton
President, American Women's Heritage Society

AMERICAN WOMEN'S HERITAGE SOCIETY

2000 Belmont Mansion Drive, West Fairmount Park

Philadelphia, PA 19131

Phone (215) 878-8844 Fax (215) 878-9439

Caterer's Listing Agreement

We, the undersigned, do hereby agree to the terms set forth as a House Caterer of the Belmont Mansion:

- 1) \$500.00 membership fee for one year's listing on the Belmont Mansion's Caterers List. Membership must be renewed each year, or else it is considered null and void. The caterers on the list are recommended to the clients of The American Women's Heritage Society.
- 2) For each client/affair referred to you by the American Women's Heritage Society, we request that you make a tax-deductible contribution to the American Women's Heritage Society for the purposes of restoring and operating Belmont Mansion.
- 3) Caterers should meet and follow all of the guidelines previously stated. Liability Insurance is required.

Name _____

Address _____

City _____ State _____ Zip _____

Telephone Number _____

State Insurance Provider _____

(Please attach copy of insurance certificate)

Signature _____

Belmont Mansion Representative _____

Membership Date _____

Membership Number _____

AMERICAN WOMEN'S HERITAGE SOCIETY
2000 Belmont Mansion Drive, West Fairmount Park
Philadelphia, PA 19131
Phone (215) 878-8844 Fax (215) 878-9439

End of Event Check-Out

1. The Cafe Room/Buffer Area has been swept/vacuumed

Yes No

Comments _____

2. All counter tops, tables, and refrigerators have been wiped.

Yes No

Comments _____

3. Kitchen area has been damp mopped, wiped, and all trash has been disposed of.

Yes No

Comments _____

4. Outside grounds and Tent area have been cleared of any litter.

Yes No

Comments _____

5. All linens, china, and other tools and utensils belonging to the caterer have been collected.

Yes No

Comments _____

Date of Event _____

Caterer's Signature _____

Belmont Mansion Representative _____

AMERICAN WOMEN'S HERITAGE SOCIETY

2000 Belmont Mansion Drive, West Fairmount Park

Philadelphia, PA 19131

Phone (215) 878-8844 Fax (215) 878-9439

Caterer's Guidelines **Belmont Mansion Complex**

1. The caterer is responsible for obtaining an insurance policy of \$1,000,000 including liquor liability and the American Women's Heritage Society, Inc. must be named insured. The caterer must provide a current Certificate of Insurance at least 90 days prior to the event.
The insurance must provide the following coverage:
 - A) Public Liability, Bodily Injury, Property Damage, Products Liability and Host Liquor Liability with limits of \$1,000,000 with each occurrence or bodily injury and property damage combined
 - B) Auto Liability with \$1,000,000 bodily injury and property damage each or combined
If alcoholic beverages are served, a liquor liability policy is required
The certificate shall name the American Women's Heritage Society, Inc. insured with respect to operations at their premises
2. The caterer must secure and pay for any licenses and/or permits required to provide their services.
3. All applicable taxes must be collected and paid by the caterer to the proper authorities.
4. The caterer shall require all employees to meet the appropriate health standards prescribed by municipal, state and federal laws and regulations
5. The caterer shall not discriminate or permit discrimination against any person because of race, color, sex, religion, national origin or ancestry.
6. The Belmont Mansion Complex is a **NON-SMOKING** historic mansion. No ashtrays are permitted in the complex at any time. Smoking is permitted outside.
7. The caterer will give the American women's Heritage Society prompt verbal and written notice of any fire or property damage occurring on the premises and a copy of all notices received by the caterer for any claim of bodily injury on the premises.
8. Rental deliveries and pick-ups must be arranged during the working hours of the Belmont staff. All equipment must be removed from Belmont by the Tuesday after the event unless by the request of Belmont or if any other arrangements are made. Please alert your delivery companies of this rule.

- 9.** Preparation and clean-up must be limited to two hours before the event and two hours after the event, with the event itself being four hours, totaling a maximum of eight hours.
- 10.** When your employees arrive at Belmont, have them park in the far corner of the parking lot. Parking in any of the driveways or on the grass is prohibited.
- 11.** Damp mop the kitchen floor before leaving.
- 12.** Vacuum and sweep floors of rooms where food and beverages were served.
- 13.** Wipe all counter tops, tables and refrigerators inside and out.
- 14.** Bring and use your own trash bags. Dispose of all trash in the dumpster adjacent to the kitchen porch. Recycle clear and colored glass, plastic and aluminum containers.
- 15.** All dirty linens must be properly bagged and/or stored and all dirty dishes must be thoroughly rinsed for pick-up (see #7).
- 16.** The gardens and lawn must be checked carefully for cigarettes, cans, plastic glasses and all other trash. It is your responsibility to leave the grounds of the Belmont Mansion Complex immaculate.
- 17.** Please note whenever an event includes the use of Belmont's outside facilities and grounds, you as caterer, are responsible for cleaning up any debris around the area, i.e. napkins, stirrers, etc.
- 18.** Notify the caretaker or house manager when you are finished. They will do a walk through and ask you to sign a check-out form.

EXHIBIT F

**TO
SUBLEASE AGREEMENT
BETWEEN**

**PHILADELPHIA AUTHORITY FOR INDUSTRIAL DEVELOPMENT
AND
AMERICAN WOMEN'S HERITAGE SOCIETY, INC.**

CARETAKER'S QUALIFICATIONS, DUTIES AND RESPONSIBILITIES

American Women's Heritage Society
Belmont Mansion Caretaker Agreement

This agreement made this day ~~December 1, 1997~~ by and between the American Women's Heritage Society, referred to as, Society and ~~_____~~ hereinafter referred to as "CARETAKER."

Whereas, the Society desires Assistant Caretaker to provide maintenance care services of the HATFIELD HOUSE facility in accordance with the requirements of the Society's rental agreement with the Fairmount Park Authority Caretaker covenants and agree to as follows"

1. General maintenance and care of the House in good operational condition through a daily/weekly work schedule.
2. To utilize professional skills to repair electricity, carpentry, plumbing, painting, etc., under the auspices of the society.
3. To maintain security from vandalism and robbery to the building and contents wherein.
4. To keep immediate area (outside) of grounds presentable at all times.
5. Preparation of House for meetings, visitors and special events.
6. Taking messages, act as a guide to appointments as required by Executive Director.
7. Be willing to work with additional help as required.
8. To be responsible for keeping and repairing living quarters in a desirable condition.

The terms of this agreement shall begin on December 1, 1997 through June 1998. Contract agreement is based on a 6 month lease, which shall not exceed the year to year limitations of the society's lease with Fairmount Park Commission.

Due to the completion of the restoration of Belmont Mansion Phase II, wherein the Society will move back to this site. If the Belmont Mansion is not complete, the lease will continue.

EXHIBIT G

**TO
SUBLEASE AGREEMENT
BETWEEN**

**PHILADELPHIA AUTHORITY FOR INDUSTRIAL DEVELOPMENT
AND
AMERICAN WOMEN'S HERITAGE SOCIETY, INC.**

List of Approved Caterers

BOOK AN EVENT:
PREFERRED CATERERS

[Book An Event](#) | [General Rates](#) |
[Detailed Rates](#)
Preferred Caterers

Belmont Mansion
Preferred House
Caterers

*Clients must contact Belmont
Mansion upon signing
agreement with preferred
caterers.

J. Cabot Catering Co.
215-574-0887

Culinary Designs
215-885-4581

Festivities Caterers
610-889-0750

Grand Buffets Catering
610-630-1900
610-304-4077

Nu-Way Catering
Nedra M. Gober
215-236-7061

Tuxedo Caterers
5500 Wissahickon Avenue,
Suite 1500
Philadelphia, PA 19144
215-848-6777

© 2005-2007 American Women's Heritage Society
www.belmontmansion.org

EXHIBIT H

**TO
SUBLEASE AGREEMENT
BETWEEN**

**PHILADELPHIA AUTHORITY FOR INDUSTRIAL DEVELOPMENT
AND
AMERICAN WOMEN'S HERITAGE SOCIETY, INC.**

Occupancy and Floor Load Restrictions

Mark B. Thompson Associates LLC

Architecture & Planning

May 31, 2007

Ms. Stephanie Craighead
Deputy Director for Planning
Fairmount Park Commission
One Parkway, 1515 Arch Street, 10th Floor
Philadelphia, PA 19102

RE: Belmont Mansion Restoration - Occupancy Limitations

Dear Stephanie:

As the project close-out procedures are underway for the Belmont Mansion Restoration project, Mark B. Thompson Associates LLC (MBTA) understands that the Fairmount Park Commission is preparing for occupancy of the building. As you are aware, Belmont Mansion is a sensitive structure that must be carefully maintained, and its use and occupancy need to be sympathetic to the limitations of the building. MBTA is taking this opportunity to remind the Fairmount Park Commission about the occupancy restrictions that must be followed per the City of Philadelphia Department of Licenses and Inspections (L&I) reviews.

The attached letter references specific limitations of the building and the related building code variances that were obtained for this project. These variances are the basis for the Certificate of Occupancy that you will receive from L&I. The restrictions are based on structural and design limitations and are in no way arbitrary; the need to limit the occupancy is not a "suggested approach", but one that the FPC and its tenants must abide for safety, to ensure the integrity of the building, and to be in compliance with L&I.

MBTA understands that currently, there is no approved occupancy plan for the building tenant. MBTA strongly advises that methods, such as stanchions and rope barriers, be installed and monitored to prevent assembly-type occupancies in excess of the approved numbers from gathering in the designated areas, and that these areas be "posted" to indicate maximum occupancy in accordance with the placards that will be provided by L&I upon receipt of your Certificate of Occupancy. Weights, types, and locations of furnishings or exhibit installations should also be carefully considered, particularly for the second floor rooms.

Additionally, the third floor has not been designed, nor is it permitted by code, to be used as an occupied space. This means that the only use allowed shall be mechanical access and maintenance. Absolutely no storage uses of any kind should be introduced in any of the third floor or attic areas.

Please review the attached letter for additional information and let me know if you require any further information or clarification on this matter.

Sincerely,



Claire Donato

cc: Charles Mottershead, Acting Project Director, Capital Program Office
encl: Letter to Fredda Lippes, Capital Program Office, dated November 16, 2001

502 South 24th Street
Philadelphia, Pennsylvania 19146
215 985-1000 Fax 215 985-1012

Mark B. Thompson Associates LLC Architecture & Planning

November 16, 2001

Ms. Fredda Lippes
Capital Program Office
One Parkway
1515 Arch Street, 11th Floor
Philadelphia, PA 19102

RE: Belmont Mansion Restoration - Project No. 17-00-4216-01
Occupancy Calculations

Dear Fredda:

Per your request, this letter is provided as an explanation of the proposed occupancy calculation presented to the City of Philadelphia Department of Licenses and Inspections Board of Building Standards for the Belmont Mansion Restoration Project.

An Appeal for Variance was filed by Mark B. Thompson Associates (MBTA) with the Department of Licenses and Inspections Board of Building Standards to request exceptions to various code requirements as they relate to the historic configuration of the Mansion.

One item is the calculation of the occupancy load for the building. Based on an unrestricted occupancy applied to the total floor area using the Assembly Use Group A-3 with unconcentrated uses (15 square feet per person), the total calculated occupancy would be:

Basement (Mechanical and Service Access Only)	3
First Floor	46
Second Floor	39
Attic (Mechanical and Service Access Only)	1
<hr/>	
Total	89

The appeal requests a reduction in this calculation due to structural deficiencies in the 2nd Floor framing. It is the structural engineering firm's opinion, based on their analysis of the structural capacity, that the maximum 2nd Floor live load capacity after remediation will be 40 psf, which is significantly less than the assembly loading requirement of 100 psf. Additionally the design team is concerned that fully loading the 2nd Floor to 40 psf may result in deflections of the floor framing that could affect the significant historic plaster ceiling attached to the framing. Therefore we recommend limiting access to the 2nd Floor, particularly in the two bedroom chambers by roping off furniture and display areas. This approach allows public viewing and interpretation while limiting interaction with sensitive objects; it is seen at other Park Houses as well as with historic domestic and furnishing displays at museums, and it is appropriate for Belmont Mansion. The recommended maximum occupancy of the 2nd Floor is 25 people, with occupancy of the two bedroom chambers limited to 8 and 9 people (please see that attached drawing). The suggested layout for the central chamber purposefully encourages the occupants to inhabit the space along the east-west axis of the room, essentially along a roped "corridor", so that the loading is

distributed more evenly. The proposed total occupancy, restricting access to 2nd Floor areas, is:

Basement (Mechanical and Service Access Only)	3
First Floor	46
Second Floor	25
Attic (Mechanical and Service Access Only)	1
<hr/>	
Total	75

Further, egress from the 2nd Floor does not meet current code requirements, both for fire rated enclosures of stairs and corridors, as well as for width of certain egress components. We feel it is inappropriate to permanently alter significant original features dating to the 18th century. Reducing the number of people on the 2nd Floor will provide safer access to egress under emergency conditions. For this reason, and to ensure the 2nd Floor is not over-occupied, supervision of visitors by a museum docent is also recommended.

In addition to an evaluation of the structural capacity and egress requirements, the design team also assessed the impact of the proposed total occupancy on the heating, ventilating, and air conditioning system (HVAC). At 75 people we have maximized available space that can be dedicated to air handling units in the basement and attic. A larger occupancy would require larger or more equipment, for which space is simply not available. A larger occupancy would also result in greater requirements for intake of fresh air. With an occupancy of 75 we have been able to reasonably conceal these openings with little impact on the historic configuration of the building; a larger occupancy would likely result in inappropriate or visible devices that would detract from the historic interpretation of the Mansion.

The proposed occupancy as described above was reviewed and approved by the Board of Buildings Standards on November 15, 2001.

We hope this addresses your request for details on how and why the occupancy calculation was adjusted for this sensitive building. We feel that for the intended use as an historic house museum the proposed reduction is well suited to the programmatic needs and does not overtax the structure: a large group is able to occupy the building on the 1st Floor and reasonable access is available to the 2nd Floor. If you require any additional information on this matter please let us know.

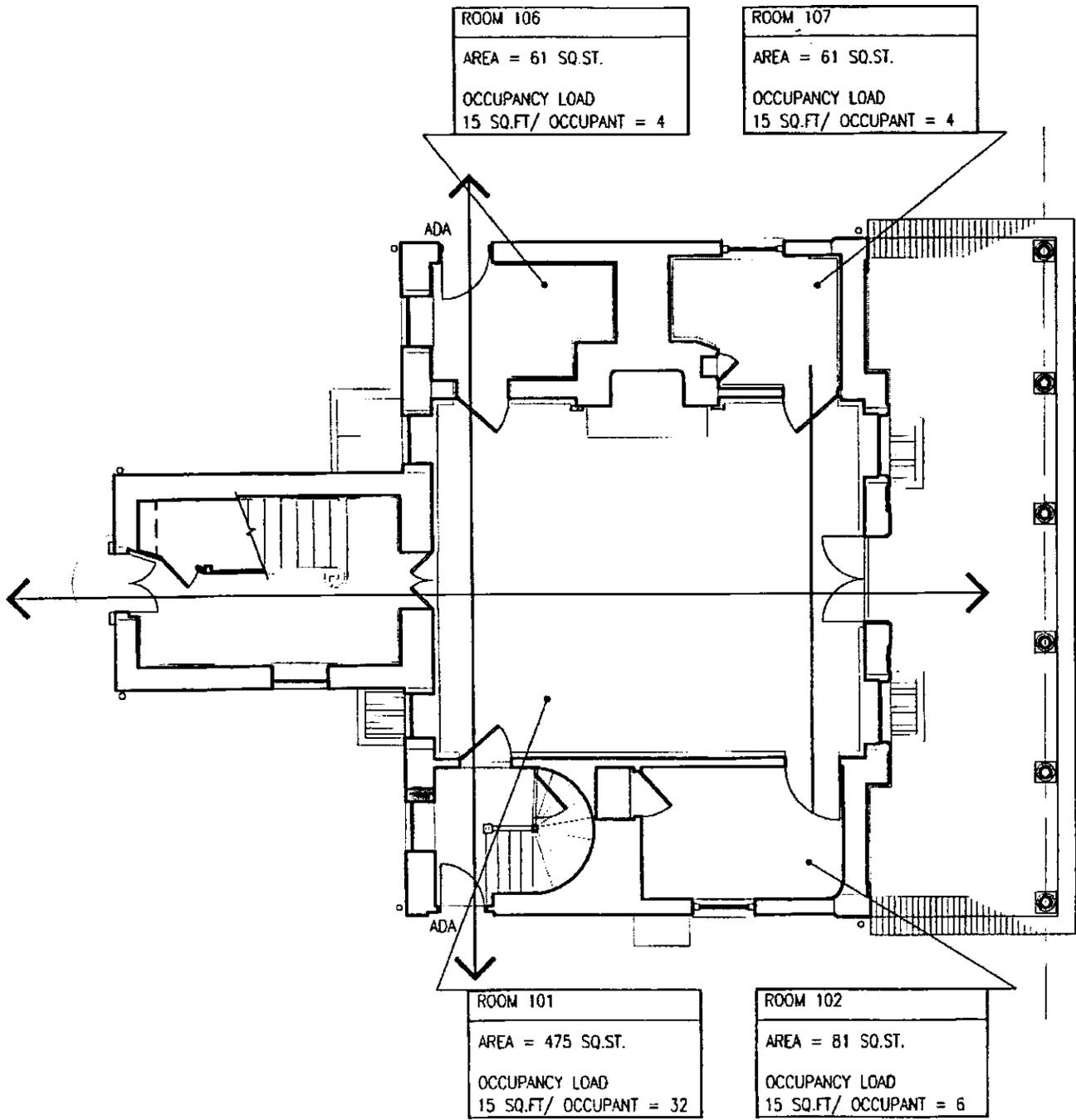
Sincerely,



Claire Donato
Project Manager

encl: Floor Plans Showing Occupancy

cc: Theresa Stuhlman, Fairmount Park Commission

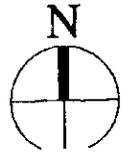


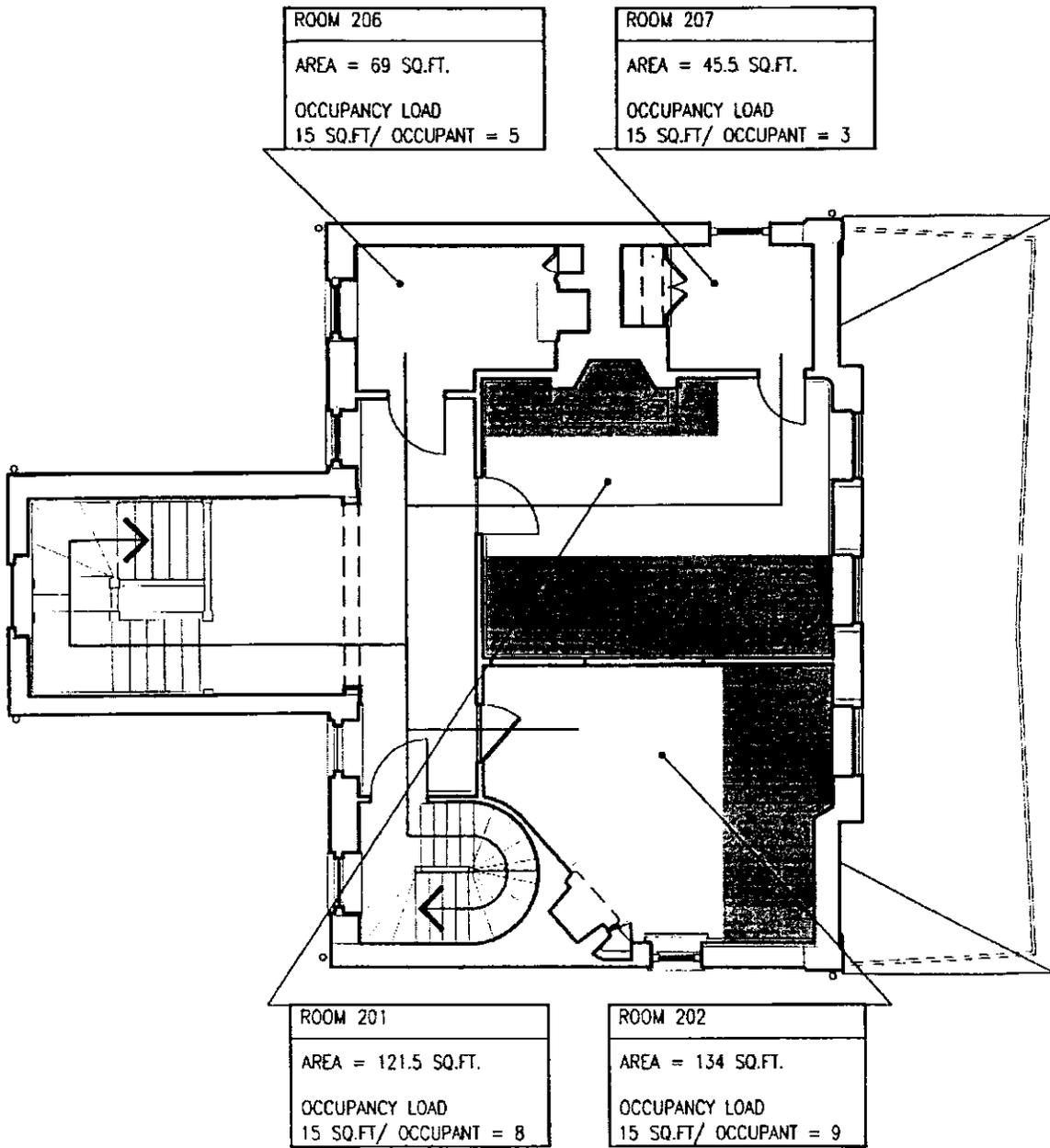
F4
A001

FIRST FLOOR PLAN
1/8" = 1'-0"

Belmont Mansion Restoration

Mark B. Thompson Associates
November 16, 2001





C1
A001 **SECOND FLOOR PLAN**
1/8" = 1'-0"

 MUSEUM DISPLAY AREA INACCESSIBLE AND NOT INCLUDED IN OCCUPANCY CALCULATIONS

EXHIBIT I

TO SUBLEASE AGREEMENT BETWEEN

**PHILADELPHIA AUTHORITY FOR INDUSTRIAL DEVELOPMENT
AND
AMERICAN WOMEN'S HERITAGE SOCIETY, INC.**

Belmont Mansion Complex Maintenance Responsibilities

American Woman's Heritage Society (Subtenant) maintenance responsibilities:

- Trash collection (removal to be done by Commission)
- Incremental turf mowing (to supplement Commission regular mowing cycle)
- Dusting
- Cleaning floors and stairs, including carpeting
- Daily inspection of grounds, museum and buildings
- Set up and clean up after events and programs
- Security personnel (Commission responsible for electronic security system)
- Window washing (except elevated exterior windows)
- Hedge trimming
- Pest management
- Gutter cleaning
- Weed control
- Turf fertilization and herbicide
- Purchase, installation and maintenance of seasonal plants/flowers
- Touch up painting of Premises (including Mansion), with prior approval of the Executive Director (only to use paint to be provided by Commission)
- Provide all grounds equipment needed for daily use
- Changing light bulbs on all interior and exterior light fixtures except pole-mounted parking and driveway fixtures
- Live in caretaker management
- Snow removal on walkways

Fairmount Park Commission maintenance responsibilities:

- Utility payments (gas, electricity, water/sewer)
- Trash removal (collection to be done by Subtenant)

- Regular turf mowing
- Tree pruning and removal
- HVAC systems
- Electronic security system (Subtenant responsible for security personnel)
- Changing light bulbs for parking lot and driveway lighting
- Repair and maintenance of all interior and exterior light fixtures
- Graffiti removal
- Snow removal on parking areas and driveway
- Elevated exterior window washing

EXHIBIT J

**TO
SUBLEASE AGREEMENT
BETWEEN**

**PHILADELPHIA AUTHORITY FOR INDUSTRIAL DEVELOPMENT
AND
AMERICAN WOMEN'S HERITAGE SOCIETY, INC.**

Certifications and Covenants Regarding Financial Assistance

[To follow.]

EXHIBIT K

**TO
SUBLEASE AGREEMENT
BETWEEN**

**PHILADELPHIA AUTHORITY FOR INDUSTRIAL DEVELOPMENT
AND
AMERICAN WOMEN'S HERITAGE SOCIETY, INC.**

Subtenant's Economic Opportunity Plan

[To follow.]