EXHIBIT A

MASTER LEASE AGREEMENT

[Holocaust Memorial Park]

THIS MASTER LEASE AGREEMENT ("**Lease**") dated as of _____, 2009 ("**Effective Date**"), is made by the **CITY OF PHILADELPHIA**, a corporation and body politic existing under the laws of the Commonwealth of Pennsylvania ("**City**" or "**Landlord**"), acting through its **FAIRMOUNT PARK COMMISSION**, and the **PHILADELPHIA AUTHORITY FOR INDUSTRIAL DEVELOPMENT**, a Pennsylvania body politic and corporation ("**PAID**" or "**Tenant**").

BACKGROUND

A. The City of Philadelphia ("City") owns the land between Benjamin Franklin Parkway and the north side of Arch Street at 16th Street that is commonly called "Holocaust Memorial Park of Philadelphia" ("**Premises**"). The Premises consists of two contiguous parcels of land as shown on the site plan set forth in **Exhibit A** ("**Site Plan**"), which is attached to and part of this Sublease. The first parcel is a triangular and located in the right-of-way of Benjamin Franklin Parkway at the intersection of 16th Street, Arch Street, and Benjamin Franklin Parkway. The first parcel includes landscaped and paved areas and a sculpture by C. Natan Rapoport titled, "Monument to the Six Million Martyrs" and the pedestal on which the sculpture is mounted (the sculpture and pedestal together, the "**Monument**"). The first parcel is referred to separately in this Sublease as the "**Monument Parcel**". The second parcel comprising the Premises has a street address of 1619-1629 Arch Street, is designated as Tax Lot 1-N-23-227 on the Site Plan, and is located immediately to the west of the Monument Parcel. The second parcel is referred to separately in this sublease as the "**Building Parcel**." The Premises are under the jurisdiction of the City's Fairmount Park Commission ("**Commission**").

B. The Philadelphia Holocaust Remembrance Foundation, Inc. ("**Foundation**") is a Pennsylvania not-for-profit corporation that was formed to develop, operate, and maintain a park and educational facility to promote education about the Holocaust and honor its victims and survivors.

C. The Foundation desires to construct a new Holocaust remembrance and educational facility on the Building Parcel (as defined in the Sublease), and possibly beneath the Monument Parcel (as defined in the Sublease). Subtenant further desires to improve and maintain the surface of the Monument Parcel and existing Monument (as defined in the Sublease) on it as a public Holocaust memorial and place for contemplation of the Holocaust.

D. The City desires to provide the Premises as the site on which the Foundation will develop, construct, operate, and maintain a park and educational facility to promote education about the Holocaust and to honor its victims and survivors.

E. Tenant desires to execute and deliver this Lease with the City, and to execute and deliver a sublease in substantially the form set forth at **Attachment 1** ("**Sublease**") with the Foundation as subtenant, to enable the Foundation to develop, construct, and operate a new facility to promote education about the Holocaust and to honor its victims and survivors.

F. The City determined that the unique use of the Premises by the Foundation to develop, construct, and operate a facility to promote education about the Holocaust and to honor its victims and survivors will provide an exceptional public benefit to the City and its residents.

G. On _____, the Foundation's Board of Directors [?] passed a resolution authorizing its officers to execute and deliver the Sublease. A copy of the resolution is attached as **Exhibit [ ]** to the Sublease.

H. On _____, the Fairmount Park Commission adopted a resolution authorizing the President of the Fairmount Park Commission and the Executive Director of Fairmount Park to execute this Lease and approving the Sublease. A copy of a letter from the Commission Secretary confirming the Commission's adoption of the resolution is attached as **Exhibit C** to the Sublease.

I. On _____, PAID adopted a resolution approving the execution and delivery of this Lease and the Sublease. A copy of the PAID resolution is attached as **Exhibit D** to the Sublease.

J. On _____, the City Council of the City enacted an ordinance (Bill number _____) authorizing the execution and delivery of this Lease, approving the Sublease, and stating the City's findings and policy purpose in authorizing this Lease and the Sublease. The Sublease was an exhibit and integral part of _____. Bill number _____ has become law. A copy of the Ordinance (Bill number _____), certified by the Chief Clerk of the City Council is attached as **Exhibit E** to the Sublease.

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

DEFINITIONS

Except as otherwise defined in this Lease, all capitalized words and phrases used above and below in this Lease have the meanings given them in the Sublease. For purposes of this Lease, the capitalized words and phrases below have the meanings described below:

"**Conduits**" means all water and sewer conduits, and all pipes, public utility lines, and other wires, cables, and lines, however characterized, that run through, on, over, or under the Premises or in the public rights-of-way adjoining or traversing the Premises.

"**Effective Date**" has the meaning given it in the Preamble to this Lease.

"**Event of Default**" has the meaning given it in Section 10.1.

"**Foundation**" has the meaning given it in **Background Paragraph B**.

"**Landlord**" has the meaning given it in the Preamble and includes Landlord's successors-in-interest.

"**Lease**" has the meaning given it in the Preamble to this Lease.

"**Master Lease Commencement Date**" has the meaning given it in **Section 2.1**.

"**Master Lease Ending Date**" has the meaning given it in **Section 2.1.**

"**Master Lease Term**" has the meaning given it in **Section 2.1**.

"**PAID**" has the meaning given it in the Preamble to this Lease.

"**Premises**" has the meaning given it in **Background Paragraph A**.

"**Sublease**" has the meaning given it in **Background Paragraph E**.

"**Subtenant**" means the Foundation.

"**Tenant**" has the meaning given it in the Preamble to this Lease.

ARTICLE 1

DEMISE OF PREMISES

1.1 Demise. Beginning on the Master Lease Commencement Date, by this Lease, Landlord leases to Tenant and Tenant hires from Landlord, the Premises for the Master Lease Term, subject to all of the provisions set forth in this Lease.

1.2 Condition of Premises. On the Master Lease Commencement Date, Landlord shall deliver possession of the Premises to Tenant, and Tenant agrees to accept possession of the Premises, in the condition and subject to the restrictions described in **Article 1** of the Sublease.

1.3 No Representation or Warranty By Landlord. Without in any way limiting Section 1.2 above, Landlord makes no representation or warranty regarding compliance by the Premises with any Applicable Laws. Further, Landlord makes no representation or warranty regarding the suitability of the Premises for the Subtenant's intended use of the Premises under the Sublease.

1.4 Tenant Does Not Rely on Landlord. Tenant's lease of the Premises is made without reliance on any information that Tenant may have obtained from Landlord. Tenant acknowledges that it has performed, or as of the Master Lease Commencement Date will have had the opportunity to perform, all inspections of the Premises as Tenant has desired and that Tenant has entered into this Lease solely on the basis of Tenant's own inspections.

1.5 Tenant Accepts Premises "AS IS". Tenant accepts the Premises, including all Improvements in and on the Premises, if any, without any representation or warranty from Landlord or City, and in their "AS IS" condition and state of repair as of the Master Lease Commencement Date, including without limitation those conditions listed in Section 1.2 above.

1.6 Leasehold Only. Nothing contained in this Lease creates, grants, or gives to Tenant any legal title, easement or other interest in the Premises other than the leasehold interest created by this Lease.

1.7 No Waste. Despite any other provision of this Lease, at all times during the Term the Landlord is owner of fee simple title to the Premises. Tenant shall not cause or knowingly permit any waste or material damage, deterioration, or injury to the Premises or the Improvements. Subtenant's development of the Premises as contemplated by the Sublease does not constitute waste, damage, deterioration, or injury to the Premises.

1.8 **No Obligation on City To Appropriate or Spend Money. Despite any other provision of this Lease, this Lease does not obligate the Landlord to appropriate or spend money at any time.**

1.9 Tenant's Interest Subject to Rights of Landlord and Conduit Owners. Tenant acknowledges and agrees that its interest in the Premises under this Lease is subject in all respects to the existing rights, as of the Effective Date, of the City, other parties, and their respective successors and assigns, at all times and from time to time, to maintain, repair, replace, and to perform all other necessary, prudent and desirable work on or to the Conduits under their respective ownership or control, provided that said work is performed so as to not unreasonably interfere with Tenant's use of any Improvements on the Premises.

ARTICLE 2

TERM

2.1 Term. The term of this Lease ("**Master Lease Term**") begins on the Commencement Date under the Sublease ("**Master Lease Commencement Date**"). The Master Lease Term continues through all Renewal Terms, if any, under the Sublease and ends one day after the Sublease Ending Date under the Sublease ("**Master Lease Ending Date**").

2.2 Automatic Termination; No Continuing Liabilities. Following the Master Lease Ending Date, this Lease will cease to be effective and Landlord and Tenant will have no further liability or obligation to each other under this Lease except for liabilities, claims, and contingent claims, that arise before the Master Lease Ending Date, and where this Lease expressly provides that any obligations survive the Master Lease Ending Date.

2.3 Confirmation of Master Lease Term Commencement Date. Tenant's and the Subtenant's confirmation of the Commencement Date under the Sublease is evidence of the commencement of the Master Lease Initial Term. Tenant shall not agree to or sign any written confirmation of the Commencement Date under the Sublease without the prior approval of the

Executive Director. Any agreement or confirmation by Tenant in violation of this Section 2.3 is void.

ARTICLE 3

RENT

3.1 Base Rent. As base rent for the Master Lease Term, Tenant has paid to the Landlord the sum of $1.00, receipt of which is hereby acknowledged by Landlord. The nominal base rent under this Lease serves the public purpose of this Lease and the Sublease.

3.2 No Additional Rent. Tenant shall not be obligated to pay any additional rent under this Lease.

ARTICLE 4

PAYMENT OF TAXES AND OTHER CHARGES

4.1 Payment of Taxes. Tenant is not obligated to pay any taxes arising under or in connection with this Lease, the Sublease, the Premises, or use of the Premises by Subtenant, or to pay for any utility service to the Premises under the Sublease.

4.2 Utilities. Landlord is not obligated at any time during the Master Lease Term to provide utilities or utility service to the Premises. Landlord is not liable for any interruption in utilities or utility service to the Premises.

ARTICLE 5

SUBLEASE; COMPLIANCE WITH APPLICABLE LAWS

5.1 Sublease. Contemporaneously with execution of this Lease, Tenant shall execute the Sublease with Subtenant and deliver the Sublease to Subtenant.

5.2 Compliance with Applicable Laws. Tenant shall comply with all Applicable Laws in its use, occupation, control and enjoyment of the Premises.

5.3 Public Purpose of This Lease and the Sublease. **Landlord has entered into this Lease to support the public purposes described in Background paragraphs D, F, and H. Tenant acknowledges and agrees that its obligation to execute the Sublease, and Subtenant's obligation to use the Premises for the required uses specified in the Sublease,**

1. are a material and substantial consideration to Landlord under this Lease;

2. induced the City to decide, as a matter of public policy and for the public benefit, to lease the Premises to Tenant for nominal rent under this

Lease, under which Tenant is obligated to enter into the Sublease and sublet the Premises to Subtenant for nominal rent, instead of the City using the Premises for a municipal or other public use; and

3. is a material and significant benefit to the City under this Lease.

Further, Tenant acknowledges and agrees that its failure to execute the Sublease, and Subtenant's failure to use the Premises for the uses the Sublease requires, would cause actual, direct, and substantial detriment to the Landlord under this Lease.

5.4 Landlord Permitted onto Premises. Tenant shall permit Landlord, 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 Tenant's compliance with the provisions of this Lease and Subtenant's compliance with the provisions of the Sublease. The limitations contained in this Section 5.4 do not apply to the Landlord's exercise of its police, fire, and other municipal functions, nor in the case of an emergency posing an imminent threat to the health, safety or welfare of persons or property.

ARTICLE 6

CITY CONDUITS

6.1 City of Philadelphia Requirements. So long as Landlord exercises reasonable care in its operation, maintenance, repair and replacement of the City Conduits in accordance with municipal standards, Landlord shall not be liable in any manner whatsoever to Tenant, the Subtenant, or any other occupants or users of Subtenant's Building or the Improvements for any damage to the Premises, Subtenant's Building, or any Improvements, caused by, arising from, or related to the operation, maintenance, repair or replacement of the City Conduits.

ARTICLE 7

TITLE TO IMPROVEMENTS; NO LIENS

7.1 Title to Improvements.

7.1.1 If within 60 days following the Sublease Ending Date Landlord directs Tenant in writing that Subtenant shall raze Tenant's Building and the other Improvements, then Tenant promptly shall direct Subtenant in writing to raze Tenant's Building and the Improvements, clear the Premises of debris and rubble, restore the Premises to open park space with landscaping reasonably satisfactory to Landlord, and return to Landlord possession of the Premises.

7.1.2 If within 60 days following the Sublease Ending Date Landlord does not notify Tenant to direct Subtenant to raze the Building and Improvements and restore the Premises as provided in Section 7.1.1 above, then title to the Building and Improvements shall automatically vest in, and become the property of, the City.

7.1.3 On or before the Sublease Ending Date, Tenant shall require Subtenant to deliver to Landlord the "as-built" plans, specifications, drawings and other documentation relating to the construction and/or physical operation of the Improvements then existing on the Premises.

7.1.4 If title to the Building and Improvements vests in Landlord under this Section 7.1, then, despite anything to the contrary in this Section 7.1, Tenant shall require Subtenant to promptly execute and acknowledge such appropriate documentation as may be reasonably requested by Landlord to confirm the transfer of title to the Building and Improvements to the City.

7.1.5 Tenant's obligations under this Section 7.1 survive the Master Lease Ending Date.

7.2 No Liens on Fee.

7.2.1 Landlord's interest in the Premises, including but not limited to the Improvements, shall not be subjected to liens or claims of any nature by reason of Tenant's acts under this Lease, by Subtenant's construction of Subtenant's Building, or any Alterations, Maintenance, Repair or other work by or on behalf of Subtenant under the Sublease, or by reason of any other act or omission of Tenant or Subtenant (or of any person claiming by, through or under Tenant or Subtenant) including, but not limited to, mechanics' and materialmen's liens.

7.2.2 All persons dealing with Tenant are placed on notice by this Lease that they may not look to Landlord or to Landlord's credit or assets (including Landlord's estates in the Premises and the Improvements) for payment or satisfaction of any obligations incurred in connection with the construction, alteration, repair, restoration, replacement or reconstruction by or on behalf of Tenant or Subtenant (or any person claiming by, through or under Tenant or Subtenant). Tenant has no power, right or authority to subject Landlord's estate in the Premises and the Improvements to any mechanic's or materialman's lien or claim of lien whatsoever.

7.3 [Intentionally omitted].

7.4 Costs of Construction. Throughout the Master Lease Term, without limiting the generality of Section 1.8, Landlord is not obligated to perform or pay for any cost or expense for initial construction of Subtenant's Building or any other Improvements, or for any Alterations or any other modifications whatsoever to the Premises or Improvements.

7.5 Mechanic's or Materialman's Lien. Tenant, Subtenant, and all of their contractors and subcontractors are notified by this Section 7.5 that Landlord expressly does not consent to the filing of any lien against the Landlord's interest in the Premises or any part of the Premises.

ARTICLE 8

MAINTENANCE, REPAIRS AND REPLACEMENTS

8.1 Landlord Not Obligated to Maintain or Repair the Premises. Without limiting the generality of Section 1.8, throughout the Master Lease Term,

8.1.1 Landlord is not obligated to maintain or repair, and is not obligated to pay to maintain or repair, all or any part of the Premises, the Building, or the other Improvements, including but not limited to performing or paying for any Maintenance or Repair required under the Sublease;

8.1.2 Landlord is not required to furnish any services or facilities to Tenant, or to all or any part of the Premises or the Improvements; and

8.1.3 Tenant expressly waives any and all rights it may have under Applicable Laws to maintain or repair all or any part of the Premises or the Improvements at the expense of Landlord.

8.2 Security. Landlord is not obligated to provide any security for the Premises or the Improvements.

ARTICLE 9

ENVIRONMENTAL MATTERS

9.1 Notices. If at any time Tenant becomes aware, or has reasonable cause to believe, that any Contamination occurred in, on, about, or beneath the Premises or the Improvements, Tenant shall promptly give written notice to Landlord of the Contamination and

9.1.1 any enforcement, cleanup, removal, or other governmental or regulatory action instituted, completed, or threatened pursuant to any Environmental Laws;

9.1.2 any claim made or threatened by any person against Landlord, Tenant, Subtenant, or the Premises, arising out of or resulting from any Contamination; and

9.1.3 any reports made to any local, state, or federal environmental agency arising out of or in connection with any Contamination.

9.2 No Tenant Liability For Contamination. Tenant is not liable to the Landlord to remediate Contamination existing on the Premises prior to the Effective Date of this Lease.

ARTICLE 10

DEFAULT

10.1 Events of Default. The occurrence of any of the following is a breach of the Lease and default by Tenant under the Lease (each an **"Event of Default"**):

10.1.1 Tenant fails to perform or observe any term, condition, covenant, requirement or other obligation applicable to Tenant under this Lease after thirty (30) days notice from Landlord;

10.1.2 The subjection of any right or interest of Tenant under this Lease 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;

10.1.3 The appointment of a receiver to take possession of the Premises and or any of the Improvements or of Tenant's interest in the Premises or of Tenant's operations, for any reason, if not discharged within ninety (90) days of such appointment (without the requirement of notice from Landlord of the default), 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

10.1.4 An assignment by Tenant for the benefit of its creditors or the filing of a voluntary or involuntary petition by or against Tenant under any law for the purpose of adjudicating Tenant as bankrupt; or for extending time for payment, adjustment or satisfaction of Tenant'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 (without the requirement of notice from Landlord of the default).

10.2 Notice to Certain Persons. Landlord shall, before pursuing any remedy, give notice of any Event of Default to Tenant and Subtenant, unless notice is not required as provided in Section 10.1 above. Each notice of an Event of Default must specify the Event of Default.

10.3 Landlord's Remedies. If any Event of Default by Tenant continues uncured, following notice of default as required by this Lease, for the period applicable to the default under the applicable provision of this Lease, Landlord may exercise the following remedies, in addition to all other rights and remedies available to Landlord at law or in equity. Landlord may exercise its remedies under this Lease and those available at law and in equity either individually, cumulatively, successively, or in any combination:

10.3.1 Termination. Subject to the Lease Recognition Agreement, Landlord may at its election terminate this Lease by giving Tenant written notice of termination. On the giving of the notice, all of Tenant's rights in the Premises and in the Improvements shall terminate.

Subject to the Lease Recognition Agreement, promptly after notice of termination, Tenant shall surrender and vacate the Premises and the Improvements in broom-clean condition, and Landlord may reenter and take possession of the Premises and the Improvements and eject all parties in possession, or eject some and not others or eject none. Termination of this Lease by Landlord shall not relieve Tenant from any claim for damages previously accrued or then accruing against Tenant up to the date of termination.

10.3.2 Reentry Without Termination. Subject to the Lease Recognition Agreement, Landlord may at its election, whether or not Tenant abandons the Premises, continue this Lease in effect until such time as Landlord elects to terminate Tenant's right to possession, reenter the Premises, and, without terminating this Lease, at any time and from time to time, subject to the rights of Subtenant under the Lease Recognition Agreement, re-let the Premises and Improvements or any part or parts of them for the account and in the name of Tenant or otherwise. Any re-letting may be for the remainder of the Master Lease Term or for a longer or shorter period. No act by or on behalf of Landlord under this provision shall constitute a termination of this Lease unless Landlord gives Tenant notice of termination.

ARTICLE 11

SURRENDER OF THE PREMISES OR THIS LEASE; NO MERGER

11.1 Surrender upon Expiration or Termination. Subject to **Section 7.1**, on the Master Lease Ending Date, Tenant shall 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 Lease is terminated because of termination of the Sublease under either Article 12 (Damage or Destruction) or Article 13 (Eminent Domain) of the Sublease. Tenant shall surrender the Premises at its sole cost and expense and without any claim against Landlord.

11.2 No Merger of Estates. Subject to the Lease Recognition Agreement, the voluntary or other surrender of the Improvements, the Premises, or this Lease, by Tenant, or a mutual cancellation of this Lease, will not merge the Landlord's estate in the Premises and Tenant's estate, or merge Landlord's estate and Subtenant's estate in the Premises, unless Landlord expressly agrees in writing.

11.3 Tenant's Obligations Continue. Tenant's obligations under this **Article 11** survive the expiration or earlier termination of this Lease.

ARTICLE 12

SUBLEASES, MORTGAGES, ASSIGNMENTS AND TRANSFERS PROHIBITED

12.1 Tenant Shall Not Sublease, Mortgage, Assign or Transfer. Tenant acknowledges that this Lease has been entered into by Landlord relying on Tenant's commitment to execute the

Sublease with the Subtenant. Therefore, except for Tenant's execution of the Sublease with Subtenant and as expressly permitted in the Sublease, Tenant shall not sublease, mortgage, assign, or otherwise transfer or encumber this Lease or Tenant's interest in this Lease and the Premises in any manner. Any violation of this Section by Tenant is 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 Lease.

ARTICLE 13

DISCRIMINATION PROHIBITED; NO DEBT TO CITY

13.1 Discrimination Prohibited. In Tenant's use of the Premises and exercise of its rights under this Lease, Tenant shall not discriminate or permit discrimination against any person on the basis of age, race, color, religion, national origin, ancestry, physical disability, sex, sexual orientation, or gender identity.

13.2 Non-Indebtedness. By executing this Lease, Tenant represents, warrants, and covenants that Tenant and Tenant's subsidiaries, and affiliates, if any, are not currently indebted to the City for or on account of, and will not at any time during the Master Lease Term be indebted to the City 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), liens, judgments, fees or other debts for which no written agreement or payment plan reasonably satisfactory to the City has been established.

13.3. Exclusionary Organizations.

1. In accordance with Chapter 17-400 of the Philadelphia Code, Tenant 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 Article 10, a substantial breach of this Lease entitling Landlord, at the direction of the City, to all rights and remedies provided in this Lease or otherwise available in law or equity.

2. Tenant agrees to include the immediately preceding paragraph, with appropriate adjustments for the identity of the parties, in all contracts and subcontracts that are entered into for work to be performed under this Lease.

3. Tenant further agrees to cooperate with the Commission on Human Relations of the City 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. Tenant's failure to so cooperate is, without limiting the generality of Article 10, a substantial breach of this Lease entitling the Landlord to all rights and remedies provided in this Lease or otherwise available in law or equity.

13.3 Prohibited Gifts, Gratuities, and Favors.

13.3.1 Tenant 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, so long as such Executive Order remains in force and effect.

13.3.2 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 may be subject to sanctions with respect to future City contracts to the extent expressly stated in said Executive Order.

ARTICLE 14

NOTICES

14.1 Any notice, approval, request, demand or other communication required or desired to be given pursuant to this Lease must be in writing and sent or given addressed as set forth below in one or more of the following manners: (1) personal service with receipt obtained (including by means of professional messenger service); or (2) United States mail, postage prepaid, certified or registered, with return receipt requested; or (3) next-business day delivery using a nationally recognized express courier service.

If to Landlord:
Executive Director
Fairmount Park
One Benjamin Franklin Parkway – 10th Floor
1515 Arch Street
Philadelphia, PA 19102

with a copy to:
City Solicitor
City of Philadelphia Law Department
One Benjamin Franklin Parkway – 17th Floor
1515 Arch Street
Philadelphia, PA 19102

If to Tenant:
President
Philadelphia Authority for Industrial Development
2600 Centre Square West
1500 Market Street
Philadelphia, PA 19102

with a copy to:
Ellen S. Brown, Esquire
Philadelphia Authority for Industrial Development
2600 Centre Square West
1500 Market Street

Philadelphia, PA 19102

14.2 Date of Notice Delivery. For purposes of this Lease, notice given in the manner provided in **Section 14.1** above shall be deemed received on the date of delivery or upon the date the recipient refuses to accept deliver.

14.3 Change of Notice Address. Either Landlord or Tenant 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 Article. Notices may be given by legal counsel for a party, but only if given in the manner required in this Article.

ARTICLE 15

ESTOPPEL CERTIFICATES; LEASE RECOGNITION AGREEMENT

15.1 Estoppel Certificates. Each party agrees that, within thirty (30) days following its receipt of a written request from the other party (but not more than twice in any one-year period), it will execute and deliver an Estoppel Certificate to the requesting party and/or its designee.

15.2 Landlord Certificate Regarding Sublease. Tenant agrees that Landlord may give an Estoppel Certificate under the Sublease on behalf of Tenant (in Tenant's capacity as "Landlord" under the Sublease). Tenant is not liable for any inaccuracies in any Estoppel Certificate given by Landlord on Tenant's behalf.

15.3 Lease Recognition Agreement. Landlord represents, warrants and covenants to Subtenant that, as of the Effective Date of this Sublease, neither the Premises nor any interest the Premises is subject to a leasehold interest other than that created by the Master Lease. Throughout the Master Lease Term, this Lease is and shall be superior to the lien of any mortgage that the City desires to record against the Premises, the Improvements, or any portion of the Premises or Improvements, or interest in the Premises or Improvements following the Effective Date. Contemporaneously with the execution of this Lease by Landlord and Tenant, and Tenant's execution of the Sublease with the Foundation, Landlord, Tenant and the Foundation have executed and delivered a Lease Recognition Agreement in the form of that attached as Exhibit J to the Sublease.

ARTICLE 16

NOTICE FROM SUBTENANT; APPROVALS BY LANDLORD; ENFORCEMENT BY LANDLORD; MANNER OF APPROVALS

16.1 Notice from Subtenant. Wherever the Sublease requires the approval of both Landlord and Tenant (in Tenant's position of "Landlord" under the Sublease), Tenant acknowledges and agrees that Subtenant may submit the matter requiring the approval

simultaneously to Landlord and Tenant and, upon Subtenant's submission of the matter to Landlord, Tenant will be relieved of all responsibility to submit the matter to the Landlord.

16.2 Landlord's Approvals of Subtenant Requests. Except where the provisions of this Lease or the Sublease expressly require Subtenant to obtain separate approvals of both Landlord and Tenant (in Tenant's capacity as "Landlord" under the Sublease), any approval granted by the Landlord to Subtenant under this Lease or the Sublease (in each case, in the manner required for such approval) shall be deemed approval by Tenant as well. Tenant is not liable in any way for any approval or consent duly granted by the Landlord to Subtenant under this Lease or the Sublease.

16.3 Enforcement by Landlord. Tenant acknowledges and agrees that all of the City's rights and remedies provided in the Sublease, and all of Tenant's rights and remedies under the Sublease (in Tenant's capacity as "Landlord" under the Sublease) may be exercised and or enforced directly by Landlord. In addition, and without limiting the preceding sentence, Tenant acknowledges and agrees that Landlord is a third party beneficiary of all provisions in the Sublease that require Subtenant to obtain the approval or consent of the City or to provide information or documents to the City.

16.4 Person Granting and Manner of Approvals. Subject to the next sentence, wherever the review, consent or approval of, or determination by, the City as owner of the Premises is required under this Lease (except for approvals required under Applicable Laws or approvals that this Lease expressly requires be obtained from City Council or a specified City official other than the Executive Director), such review, consent or approval, or determination will be effective, valid and binding against the City only if obtained from or made by the Executive Director and in the manner required by this Lease. Whenever the review, consent or approval of, or determination by, a specified City official (other than the Executive Director), commission, department, or council is required under this Lease, then the review, consent or approval, or determination will be effective, valid and binding against the City only if obtained from or made by the specified official, commission, department, or council in the manner specified.

16.5 Effect of Landlord's Approval. Landlord review, approval, consent, determination, or acceptance of any document, work, matter or thing under this Lease or submitted to Landlord by Subtenant in accordance with the Sublease (including but not limited to Subtenant's design plans for Subtenant's Building and for any other Improvements, Alteration or other work made or done by or for Subtenant) is not

16.5.1 a representation, warranty or guaranty by Landlord as to the substance, accuracy, or quality of the document, work, matter, or thing, or

16.5.2 approval otherwise required under Applicable Law by any and all City of Philadelphia departments, boards or commissions or by any other federal, state, or local governmental authorities having jurisdiction.

At all times, Tenant, Subtenant, their officials, officers, employees, agents, contractors and subcontractors, must each use their own independent judgment as to the substance, accuracy and quality of all documents, work, matter, and things.

16.6 Landlord Accepts Requirement of Performance by Subtenant. Provided Tenant has required Subtenant to perform any obligations set forth under this Lease, Landlord agrees to look solely to Subtenant for the performance of those obligations and agrees further that Tenant's liability under this Lease shall be limited to Tenant's interest in this Lease.

ARTICLE 17
CITY OBLIGATIONS

17.1. Public Events; Regulations Governing Monument Parcel.

17.1.1. The Commission may issue permits for Public Events. The Commission shall use good faith, diligent efforts to adopt regulations within one year of the Master Lease Commencement Date that help ensure, in connection with Public Events and general public use of and access to the Monument Parcel, the Monument Parcel will be preserved as a dignified and solemn site for reflection and meditation consistent with a memorial honoring the remembrance of those who perished in the Holocaust and survivors of the Holocaust. The regulations the Commission is obligated to use such efforts to adopt under the Master Lease are set forth in **Exhibit G** to the Sublease.

17.1.2. The Commission shall require licensees of Public Events to obtain and maintain insurance, and to indemnify Landlord and Subtenant, in accordance with standard Commission procedures and requirements, and to comply with the regulations and limitations on use and activities on or within the Premises. Landlord acknowledges that Commission procedures may not require a licensee to obtain insurance and provide an indemnification for every Public Event. Subtenant has no recourse against City or Landlord for any claim or liability Subtenant may have arising from or related to Public Events.

A. If Subtenant notifies the Executive Director in writing of the date and time of a proposed Subtenant Event, including set up and take down, then the Executive Director shall make good faith efforts to ensure that the Monument Parcel is reserved for Subtenant's use on that date and time.

B. If Subtenant provides written notice to Landlord of the date and time for an annual Remembrance Event, or for Remembrance Events for several years, and if the Executive Director approves the proposed date and time, then Landlord shall reserve the Monument Parcel on that date and time for Subtenant's

use for that Remembrance event (or the dates and times for several years' Remembrance events, as the case may be). Landlord shall not schedule a Public Event on the same date and time as a Remembrance event that the Executive Director has previously scheduled. If Subtenant desires to change the date of its annual Remembrance event to a day other than the previously scheduled date, and if that other date is already permitted for a Public Event, then the Executive Director shall not approve Subtenant's use of the Monument Parcel for that date but shall confer with Subtenant and help Subtenant select an alternative date for its annual Remembrance event. Unless and until Subtenant schedules a Remembrance event for any year, there is no specific day reserved that year for the event and Subtenant acknowledges and agrees that the Monument Parcel may be permitted for a Public Event any day that year.

3. Subtenant has no recourse against Landlord or the Commission, under this Lease or the Sublease, if Subtenant wishes to schedule its annual Remembrance event on a date for which the Premises have been permitted previously for a Public Event.

17.2. Food and Beverages. Throughout the Master Lease Term, members of the public may bring food and beverages onto the Premises for their personal consumption. Landlord will not permit Food and Beverage Operations on the Monument Parcel by third parties, except under the following conditions:

1. Food and Beverage Operations at Public Events must be licensed by the City of Philadelphia under Applicable Laws.

2. Licensees or permitees of Public Events may permit the sale or complementary serving of Alcoholic Beverages on the Monument Parcel solely in connection with the Public Event, subject to the following conditions precedent:

A. Licensee or permitee must have all licenses and permits required under Applicable Laws for the sale or distribution of Alcoholic Beverages; and

B. Licensee or permitee must have obtained the prior, written approval of the Executive Director

17.3. Transfer Tax. Subtenant is not liable for any transfer taxes that may be due or payable in connection with the execution or delivery of this Master Lease or the recording of any memorandum of this Master Lease.

17.4. City's Option to Maintain and Repair.

17.4.1. Landlord may, in its sole discretion, perform any or all Maintenance and Repairs on and to the Premises that may be necessary or prudent by reason of Subtenant's failure to make any Maintenance or Repairs. Nothing in this Lease,

however, creates or implies any duty on the part of the Landlord to make any Maintenance or Repairs, whether capital in nature or otherwise.

17.4.2. Landlord's performance of any Maintenance or Repairs does not waive any default by Subtenant under the Sublease in failing to perform the Maintenance or Repair.

17.4.3. If the City elects to perform any Maintenance or Repairs, the City will not in any event be liable to Subtenant for inconvenience, annoyance, disturbance, or other damage arising from the Maintenance or Repairs performed by the City or by bringing materials, supplies and equipment onto the Premises during the course of any Maintenance or Repairs.

17.4.4. If the City elects to perform any Maintenance or Repairs under this Section 17.4, then under the Sublease Tenant requires Subtenant to promptly pay to the City the actual cost of any and all Maintenance and Repairs performed by City, plus if such takeover is due to Subtenant's default and failure to perform as provided in 7.8.6 of the Sublease, an administrative fee equal to 10% of the Landlord's actual cost of the Maintenance and Repair.

17.4.5. Subject to appropriation of funds by Philadelphia City Council for the purpose of Maintenance and Repair of the Premises, Landlord shall endeavor to clear snow and ice from the sidewalks along the perimeter of the Premises in keeping with the City's procedures and practices for clearing snow and ice from other sidewalks along Benjamin Franklin Parkway.

17.4.6. Landlord will not take over performance of Maintenance and Repairs without Subtenant's consent, and will not charge a 10% administrative fee to Subtenant, except in the following circumstances. If Landlord in good faith determines Subtenant's performance of Maintenance and Repairs fail to comply with Subtenant's obligations under the Sublease, Commission may give notice to Subtenant of such assertion which notice shall specify in detail the corrective action which Commission believes is necessary to remedy the deficiency. If Subtenant does not within twenty (20) business days of receipt of such notice present Commission with reasonable evidence, that it will cure such deficiency to Commission's reasonable satisfaction, Landlord may proceed with such takeover of Maintenance and Repairs, in which event Subtenant shall be relieved of all such obligations for the Maintenance and Repairs performed by Landlord.

17.5. Subtenant's Exclusive Care, Custody, and Control of Premises.

17.5.1. Landlord acknowledges and agrees that, under this Lease and the Sublease, from and after the Commencement Date under the Sublease and throughout the Term of the Sublease, subject only to City's title to the Premises, Subtenant has exclusive possession, care, custody and control of the Building, including any Right-of-Way Improvements, and the Building Parcel, and the Improvements in, on, and under the Building Parcel.

17.5.2. From and after the Commencement Date and throughout the Term, Subtenant has possession, care, custody and control of the Monument Parcel, including the Monument and other Improvements on it, subject to (A) City's title to the Premises, (B) the reserved right of the Commission in accordance with this Sublease to issue a permit or license to third parties to hold Public Events, and (C) to the rights of the public to use and enter upon those portions of the Monument Parcel which remain open as public space.

17.5.3. Under the Sublease, Subtenant anticipates that its design for the Building may include (but is not obligated to include), Right-of-Way Improvements. Any Right-of-Way Improvements that Subtenant constructs are part of and extensions of the Building Subtenant constructs on the Building Parcel. Upon Subtenant obtaining all necessary approvals for the Right-of-Way Improvements under Applicable Laws, the description of the Premises will be deemed modified to include the Right-of-Way Improvements. Any modification of or addition to the Premises description to include the Right-of-Way Improvements does not require an amendment to this Lease or the Sublease, but will be automatically effective when Subtenant obtains the final approval required under Applicable Laws to construct the Right-of-Way Improvements. Nevertheless, upon the written request of Landlord or Tenant, or by Subtenant, Landlord and Tenant shall enter into a confirmatory instrument, reasonably acceptable to both of them, and in recordable form, to evidence and memorialize the modification of the Premises description to include the Right-of-Way Improvements. If Subtenant obtains those necessary approvals, then any Right-of-Way Improvements will be under Subtenant's exclusive possession, care, custody and control for the duration of Subtenant's right to possess, use, and occupy those spaces, and will be deemed to be part of the Building.

17.6. Monument; Maintenance and Removal.

17.6.1. Without limiting the generality of Section 1.8, nothing in this Lease obligates the Landlord to conserve, maintain, repair, or replace the Monument.

17.6.2. Landlord shall not remove or relocate or move the Monument during the Master Lease Term from its location as of the Effective Date, except for the following:

1. Landlord may authorize Subtenant to move the Monument in connection with any Improvements or Alterations approved by the Commission under Article 6 of the Sublease,

2. the Landlord may temporarily remove or move the Monument, or authorize Subtenant to temporary remove or move the Monument, to perform any conservation, maintenance, or repair on the Monument, or

3. the Landlord may permanently remove the Monument if **(A)** the Landlord determines that the Monument has been damaged beyond repair or has deteriorated so that continued maintenance or repair of the Monument is not practical, possible, or in the public interest, and **(B)** Subtenant does not, or cannot, repair or replace the Monument within a reasonable period of time determined by the Landlord.

17.7. Master Lease Ending Date; Removal of Improvements.

17.7.1. Landlord may, in its sole discretion, direct Subtenant in writing within sixty (60) days after the Sublease Ending Date to promptly raze the Improvements, clear the Premises of debris and rubble, restore the Premises to open park space with landscaping reasonably satisfactory to the Executive Director, and return to Tenant (as Landlord under the Sublease) and Landlord possession of the Premises. If Landlord does not direct Subtenant within 60 days after the Sublease Ending Date to raze the Improvements and restore the Premises, then title to the Improvements will automatically vest in the City at the end of the 60-day period without the need for any party to execute any instrument or other document, but Tenant shall require Subtenant to execute such appropriate documentation as may be reasonably requested by Landlord to confirm the transfer of title to the Improvements to the City. Tenant's obligation under this Section 17. survive the Sublease Ending Date.

17.7.2. If Subtenant fails to remove any of its personal property or any of the Improvements on or before ninety (90) days from the Sublease Ending Date, then the Landlord may do any or all of the following:

a. deem the personal property and the Improvements to have been abandoned by Subtenant;

b. retain the personal property and Improvements as the Landlord's own property;

c. dispose of some or all of Subtenant's personal property and Improvements without accountability to Subtenant, in such manner as Landlord may see fit, including but not limited to selling such property and Improvements and retaining the proceeds or demolishing and removing such property and Improvements; and

d. Landlord's rights under this Section 17.2.2 supersedes Tenant's rights under Section 18.2.3 of the Sublease.

17.7.3. If under Section 17.7.3.c above the Landlord elects to remove the Subtenant's personal property and/or the Improvements from the Premises, Landlord shall require Subtenant to promptly reimburse the Landlord for all costs of removal and restoration of the Premises upon demand from Landlord.

17.7.4. Landlord is not responsible for any loss or damage occurring to any property owned by Tenant, Subtenant or any sub-subtenant.

17.7.5. Within sixty (60) days after the Sublease Ending Date, Landlord may direct Subtenant in writing to promptly raze the Improvements, clear the Premises of debris and rubble, restore the Premises to open park space with landscaping reasonably satisfactory to the

Executive Director, and return to Landlord possession of the Premises. If Landlord does not direct Subtenant within 60 days after the Sublease Ending Date to raze the Improvements and restore the Premises, then title to the Improvements will automatically vest in the City at the end of the 60-day period without the need for any party to execute any instrument or other document, but Tenant shall require Subtenant to execute such appropriate documentation as may be reasonably requested by Landlord to confirm the transfer of title to the Improvements to the City. Landlord's obligation under this Section 17.7.5 survives the Master Lease Ending Date.

17.8. Subtenant's Reports. To the extent required by Applicable Laws, Landlord shall keep confidential the information in Subtenant's written submission's to the City under the Sublease.

17.9. Applicability of Commission's Regulations. The Landlord's signing this Lease is consent to the provisions of the Sublease. Accordingly, the Landlord acknowledges that during the Term of the Sublease the Building Parcel is under Subtenant's exclusive possession, care, custody, and control and therefore is not public space, and the Commission's regulations do not apply to **(A)** the Building and activities inside the Building, except for those regulations pertaining to signs, subject to Section 2.8, **(B)** the exterior portions of the Building Parcel generally which are not occupied by the Building and that are not operated as an outdoor public park (provided that the Building occupies substantially all the surface of the Building Parcel). Also, the Landlord acknowledges that the Commission's regulations do not apply to the number of Subtenant Events, which are governed by the Sublease.

ARTICLE 18

QUIET ENJOYMENT; LANDLORD'S RIGHT TO INSPECT

18.1 Quiet Enjoyment. So long as no Event of Default has occurred under the provisions of this Lease and has continued beyond all applicable cure periods set forth in this Lease, Tenant may peaceably and quietly hold and enjoy the Premises for the Master Lease Term without hindrance or interruption by Landlord or anyone lawfully claiming through Landlord. Tenant's peaceable and quiet enjoyment of the Premises under this **Section 18.1** is subject to the provisions of this Lease, including Landlord's right to enter and inspect the Premises provided in **Section 18.2** below.

18.2 Landlord's Right to Enter Premises. Notwithstanding the provisions of **Section 18.1**, Landlord may enter the Improvements for the purpose of (a) performing the City's municipal duties, such as (by way of example only) delivering police and fire services, inspections by licensing departments and other similar services, (b) exercising Landlord's remedies under this Lease, or (c) determining Subtenant's compliance with the Sublease.

ARTICLE 19

[INTENTIONALLY OMITTED.]

ARTICLE 20

GENERAL PROVISIONS

20.1 Captions. The captions used in this Lease are for the purpose of convenience only and do not limit or extend the meaning of any part of this Lease.

20.2 Counterparts. Any copy of this Lease executed with original signatures is an original of this Lease for all purposes. This Lease may be executed in one or more counterparts, each of which is an original, and all of which together constitute a single instrument.

20.3 Time of Essence; Force Majeure. Time is of the essence for the performance and observation of each provision of this Lease. If Tenant cannot satisfy any of its non-monetary obligations under this Lease because of a Force Majeure Event, then Tenant shall be excused until the cessation of the Force Majeure Event or until Tenant reasonably can take measures to fulfill the obligation despite the Force Majeure Event. The preceding sentence applies to Tenant's obligations under this Lease regardless of whether this Lease (1) requires Tenant to satisfy the obligation within a stated time period or in general terms, such as where Tenant is required to proceed with diligence, and or (2) expressly provides that such obligation is subject to extension because of a Force Majeure Event.

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

20.5 Interpretation.

20.5.1 This Lease 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 Lease shall in all cases be construed as a whole according to its fair meaning, and not strictly for or against either Landlord or Tenant. When the context of this Lease requires, the neuter gender includes the masculine and feminine, and the singular includes the plural. Landlord and Tenant agree that they have each participated equally in the negotiation and writing of this Lease and that the rule of construing or interpreting any ambiguities in an agreement against the drafter of the agreement does not apply in connection with this Lease.

20.5.2 Unless expressly provided otherwise, all references in this Lease to sections, exhibits, and attachments refer to sections, exhibits and attachments of and to this Lease. Unless expressly provided otherwise, all references in this Lease to the Premises means

all or part of the Premises, including the Improvements, and reference to the Improvements means all or part of the Improvements.

20.5.3 Unless expressly provided otherwise in this Lease, all uses in this Lease of the words "include," "includes," or "including" means "including but not limited to" or other similar phrase.

20.6 Successors and Assigns. Without limiting or modifying the restrictions set forth in Article 11 above regarding subleases, mortgages, and transfers, this Lease is binding upon and inures to the benefit of the parties to this Lease and their respective permitted successors and assigns (to the extent this Lease is assignable).

20.7 Integration Clause. This Lease and the Attachments and Exhibits to this Lease are the final, exclusive, and complete agreement between Landlord and Tenant, and there are no agreements or representations between Landlord and Tenant except as expressed in this Lease. All prior negotiations and agreements between Landlord and Tenant with respect to the subject matter of this Lease are superseded by this Lease.

20.8 Strict Enforcement of the Lease. Either party may enforce all provisions of this Lease strictly, regardless of (1) any law, usage, or custom to the contrary, (2) any conduct of the enforcing party in refraining from enforcing any provisions of this Lease at any time, (3) any conduct of the enforcing party in refraining from exercising its rights and remedies under this Lease, and (4) any course of conduct between Landlord and Tenant. Any conduct or custom between Landlord and Tenant does not create a custom that is in any way or manner contrary to any specific provision of this Lease, and does not in any way or manner modify any provision of this Lease.

20.9 Amendment and Modification. This Lease can only be amended, modified or supplemented by a written agreement approved in advance by Philadelphia City Council, by ordinance that becomes law, and approved and signed by both Landlord and Tenant. A copy of any proposed amendment, modification or supplement to this Lease must be delivered to Subtenant prior to the introduction of the ordinance authorizing such amendment, modification or supplement. If City Council does approve an ordinance that becomes law and that approves any amendment to this Lease, then Landlord shall execute the approved amendment with Tenant. This Lease cannot be amended, modified, or supplemented by any oral representations, whenever made, by any official or employee of Landlord, or by any course of conduct between Landlord and Tenant. No amendment, modification or supplement to this Lease may be made which adversely affects the rights of Subtenant under the Sublease or Subtenant's third-party rights hereunder without Subtenant's prior written consent.

20.10 No Implied Consent. Landlord's failure to respond orally or in writing to any request or offer from Tenant to modify or waive any of Tenant's obligations under this Lease does not constitute Landlord's consent to Tenant's request or offer. Similarly, Tenant's failure to respond orally or in writing to any request or offer from Landlord to modify or waive any of Landlord's obligations under this Lease does not constitute Tenant's consent to Landlord's request or offer. Each party shall comply with its obligations under this Lease unless and until a request or offer to modify or waive any provision of this Lease is expressly accepted in writing

by the party bound to perform. In addition, any request by Tenant for a waiver or modification of Tenant's obligations under this Lease will not be granted or valid unless also approved by the Commission.

20.11 No Partnership. Landlord and Tenant agree that nothing contained in this Sublease creates a partnership, joint venture, or association between Landlord and Tenant, nor obligates either of them in any way for the debts or obligations of the other party. Neither the method of computing Additional Rent nor any other provision contained in this Lease nor any acts of Landlord or Tenant create any relationship between Landlord and Tenant other than the relationship of landlord and tenant.

20.12 Commissions. Landlord and Tenant 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 Lease that might result in the other party being held liable for all or any portion of a commission under this Lease. Landlord and Tenant each 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.

20.13 Survival. Notwithstanding anything to the contrary contained in this Lease, the provisions (including, without limitation, covenants, agreements, representations, warranties, obligations, and liabilities described in any provision) of this Lease which would reasonably be expected to survive the Master Lease Ending Date survive the Master Lease Ending Date and continue to be binding upon the applicable party.

20.14 Memorandum of Lease. The parties shall execute and deliver a memorandum of this Lease in the form attached as Attachment 2. Tenant may, at its sole cost and expense, record the memorandum of this Lease against the Premises. Any recording, transfer, documentary, stamp or other tax imposed upon the execution or recording of any memorandum of this Lease shall be paid by Tenant. Upon the expiration or earlier termination of this Lease, Landlord and Tenant promptly shall execute a termination of any such memorandum of this Lease in proper form for recording, and said obligation shall survive the expiration or termination of this Lease.

20.15 No Personal Liability of Landlord Officials. No official, officer, or employee of Landlord shall have any liability, personal or otherwise, with respect to this Lease or the transaction contemplated by this Lease. The property and assets of Landlord's officials, officers, and employees shall not be subject to attachment, levy, execution or other judicial process. Any liability of Landlord under or related to this Lease shall be limited to and enforceable against Landlord's interest in the Premises and the lien of any judgment shall be restricted to Landlord's interest in the Premises.

20.16 No Personal Liability of Tenant Officials. No official, officer, or employee of Tenant shall have any liability, personal or otherwise, with respect to this Lease or the transaction contemplated by this Lease. The property or assets of Landlord's officials, officers, and employees shall not be subject to attachment, levy, execution or other judicial process. Any liability of Tenant shall be limited to and enforceable against Tenant's interest in the Premises and the lien of any judgment shall be restricted to Tenant's interest in the Premises.

20.17 Third Party Rights. Except as provided in Section 10.2, Section 12.1, Article 16, and Section 20.9, and this Section 20.17 as to the Subtenant, nothing in this Lease shall be construed to constitute, create or confer rights, remedies or claims in or upon any person or entity not a party hereto or to create obligations or responsibilities of the parties hereto to any of such persons or to permit any such person or entity to rely upon the covenants, conditions and agreements contained herein.

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

IN **WITNESS OF THE PROVISIONS SET FORTH ABOVE,** Landlord and Tenant have caused their duly authorized officials and representatives to execute this Lease as of the date first written above.

LANDLORD: CITY OF PHILADELPHIA

FAIRMOUNT PARK COMMISSION

_____
Robert N. C. Nix, III, President

_____
Mark A. Focht, Executive Director, Fairmount Park

TENANT:

CORPORATE SEAL:

PHILADELPHIA AUTHORITY FOR INDUSTRIAL DEVELOPMENT

BY:_____
Chairman/Vice Chairman

BY: _____
Secretary/Treasurer

Commonwealth of Pennsylvania :
County of Philadelphia : ss.
:
:

On this, the _____ day of _____, 2009, before me,

_____, the undersigned officer, personally appeared Robert N. C. Nix, III, who acknowledged himself to be President of the Fairmount Park Commission of the City of Philadelphia in the Commonwealth of Pennsylvania, and that he as such President, being authorized to do so, executed the foregoing instrument by signing the name of the City of Philadelphia by himself as President of the Fairmount Park Commission.

I have set my hand and official seal.

_____
Notary Public
My Commission Expires:

[Notary Seal] _____

Commonwealth of Pennsylvania :
County of Philadelphia : ss.
:
:

On this, the _____ day of _____, 2009, before me,

_____, the undersigned officer, personally appeared Mark A. Focht, who acknowledged himself to be Executive Director of Fairmount Park of the City of Philadelphia in the Commonwealth of Pennsylvania, and that he as such Executive Director, being authorized to do so, executed the foregoing instrument by signing the name of the City of Philadelphia by himself as Fairmount Park Executive Director.

I have set my hand and official seal.

_____
Notary Public
My Commission Expires:

[Notary Seal] _____

Commonwealth of Pennsylvania :
County of Philadelphia : ss.
:
:

On this, the _____ day of _____, 2009, before me,

_____, the undersigned officer, personally appeared _____, who acknowledged himself to be Chairman or Vice Chairman of the Philadelphia Authority for Industrial Development in the Commonwealth of Pennsylvania, and that he as such _____, being authorized to do so, executed the foregoing instrument by signing the name of the Philadelphia Authority for Industrial Development by himself as Chairman or Vice Chairman.

I have set my hand and official seal.

_____
Notary Public
My Commission Expires:

[Notary Seal] _____

Attachment 1

Sublease

SUBLEASE AGREEMENT
[Holocaust Memorial Park]

This Sublease Agreement ("**Sublease**") is made this ____ day of _____ 2009 ("**Effective Date**"), between **Philadelphia Authority for Industrial Development** ("**PAID**" or "**Landlord**") and **The Philadelphia Holocaust Remembrance Foundation, Inc.** a Pennsylvania not-for-profit corporation, with an address and principal place of business at 2100 Arch Street, Philadelphia, Pennsylvania 19103 ("**Subtenant**").

Background

A. The City of Philadelphia ("City") owns the land between Benjamin Franklin Parkway and the north side of Arch Street at 16th Street that is commonly called "Holocaust Memorial Park of Philadelphia" ("**Premises**"). The Premises consists of two contiguous parcels of land as shown on the site plan set forth in **Exhibit A** ("**Site Plan**"), which is attached to and part of this Sublease. The first parcel is a triangular and located in the right-of-way of Benjamin Franklin Parkway at the intersection of 16th Street, Arch Street, and Benjamin Franklin Parkway. The first parcel includes landscaped and paved areas and a sculpture by C. Natan Rapoport titled, "Monument to the Six Million Martyrs" and the pedestal on which the sculpture is mounted (the sculpture and pedestal together, the "**Monument**"). The first parcel is referred to separately in this Sublease as the "**Monument Parcel**". The second parcel comprising the Premises has a street address of 1619-1629 Arch Street, is designated as Tax Lot 1-N-23-227 on the Site Plan, and is located immediately to the west of the Monument Parcel. The second parcel is referred to separately in this sublease as the "**Building Parcel.**" The Premises are under the jurisdiction of the City's Fairmount Park Commission ("**Commission**").

B. The City, through the Commission, leased the Premises to Landlord under a Master Lease Agreement ("**Master Lease**") dated the same date as this Sublease. A copy of the Master Lease is set forth in **Exhibit B-1**, which is attached to this Sublease. City and Landlord intend to record a Memorandum of the Master Lease, in the form set forth as **Exhibit B-2**, in the Department of Records of the City of Philadelphia.

C. Subtenant desires to construct a new Holocaust remembrance and educational facility on the Building Parcel, and possibly beneath the Monument Parcel. Subtenant further desires to improve and maintain the surface of the Monument Parcel and existing Monument on it as a public Holocaust memorial and place for contemplation of the Holocaust (a "**Memorial Park**").

D. Landlord is willing to sublease the Premises to Subtenant as the site on which Subtenant will construct the Building and maintain the Memorial Park, and Subtenant is willing to sublease the Premises from PAID, upon the provisions set forth in this Sublease.

E. The City and Landlord have determined that the unique use of the Premises and Improvements by the Subtenant as a Holocaust remembrance and educational facility on the Building Parcel, and a Memorial Park on the surface of the Monument Parcel, in accordance with this Sublease will provide an exceptional public benefit to the City and its residents.

F. On _____, 2009, the Fairmount Park Commission adopted a resolution authorizing the President of the Fairmount Park Commission and the Executive Director of Fairmount Park to execute the Master Lease and approving this Sublease. As stated in its resolution, the Fairmount Park Commission determined that the unique use of the Premises and the Improvements by the Subtenant to construct and operate a Holocaust remembrance education facility in accordance with this Sublease will enhance park facilities and benefit park users, and will enhance and improve the Benjamin Franklin Parkway, which is part of Fairmount Park. The Commission Secretary confirmed the Commission's adoption of the resolution by letter dated _____. A copy of the Commission Secretary's letter is attached as **Exhibit C**.

G. On _____, 2009, PAID adopted a resolution approving the execution and delivery of the Master Lease and this Sublease. A copy of the PAID resolution is attached as **Exhibit D**.

H. On _____, 2009, the City Council of the City enacted an ordinance (Bill number _____) authorizing the execution of the Master Lease, approving this Sublease, and stating the City's findings and policy purpose in authorizing the Master Lease and this Sublease. Bill number _____ has become law. A copy of Bill number _____ is attached as **Exhibit E**.

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

DEFINITIONS

In this Sublease, the words and phrases listed below have the meanings assigned to them below:

"**Additional Rent**" has the meaning given it in Section 4.2.

"**Alcoholic Beverages**" means any liquor or malt or brewed beverages as defined in the Pennsylvania Liquor Code, currently codified at 47 P.S. §§ 1-101 et. seq., and as amended in the future.

"**Alteration**" and "**Alterations**" have the meaning given them in Section 6.1.1.

"**Applicable Law**" and "**Applicable Laws**" mean all present and future federal, state, and municipal statutes, laws, ordinances, codes, orders, rules, regulations, and requirements governing or relating to the Premises, this Sublease, Subtenant, Subtenant's use of the Premises, and all sub-subtenants. Applicable Law and Applicable Laws include but are not limited to **(1)** the federal law commonly known as the "Americans With Disabilities Act of 1990," PL Sections 101-336, codified generally at 42 U.S.C. Sections 12101 et. seq., **(2)** all laws that govern or regulate the use, presence, treatment, and disposal of hazardous substances and environmental contamination, **(3)** the Philadelphia Home Rule Charter, the Philadelphia Code, and (subject to Section 2.6.5) the Regulations For The Government Of Parks Under The Control Of The Commissioners Of Fairmount Park, and **(4)** all other applicable building, zoning and traffic ordinances, regulations and codes.

"**Approved Designs**" has the meaning given in Section 6.2.1.

"**Assessments**" has the meaning given it in Section 5.2.

"**Assign**" and "**Assignment**" have the meaning given them in Section 13.1.1.

"**Books and Records**" has the meaning given it in Section 14.1.

"**Building**" means the Holocaust remembrance and educational facility, including improvements incidental or ancillary to it, that Tenant intends to construct and operate under and in accordance within this Sublease. "Building" also includes any below grade improvements, if any, within the Premises and/or in the public right-of-way that Subtenant constructs under this Sublease and in accordance with Applicable Laws.

"**Building Parcel**" has the meaning given it in the Background Section A of this Sublease.

"**City**" means the City of Philadelphia, its officials, officers, employees, departments, boards, commissions, agents, representatives, successors and assigns.

"**Commencement Date**" has the meaning given it in Section 3.1.

"**Commission**" means the Fairmount Park Commission, a departmental commission of the City. "Commission" includes any official, board, commission, department or other agency of the City that succeeds to the powers and duties exercised by the Commission on the Effective Date. Without limiting the immediately preceding sentence, from and after July 1, 2009, "Commission" means the City's Department of Parks and Recreation and any official, board, commission, department or other agency of the City that succeeds to the powers and duties of the Department of Parks and Recreation.

"**Conduits**" means all water and sewer conduits, and all pipes, utility lines, and other wires, cables, and lines, however characterized, that run through, on, over, or under the Premises or in the public rights-of-way adjoining or traversing the Premises.

"**Constituent Agencies**" and "**Constituent Agency**" means the Jewish Federation of Greater Philadelphia, a Pennsylvania not-for-profit corporation, and all its subsidiaries or member agencies and affiliates, or any of them.

"**Contamination**" means a Hazardous Substance in, on or under the Premises, the Improvements, and the public right-of-way adjoining the Premises, or any of them, that is not contained in accordance with Applicable Laws or that requires remediation or removal under any Applicable Law.

"**Contractor**" and "**Contractors**" mean all contractors, consultants, and professionals hired or employed by Subtenant (including all subcontractors of them) to

(1) design, plan, or construct the Building and other Improvements, or to design, plan, or perform any Alterations, Maintenance, or Repairs,

(2) perform Food and Beverage Operations as permitted under Section 2.5,

(3) sell or serve Alcoholic Beverages as permitted under Section 2.5.4, or

(4) otherwise, directly or indirectly, perform work or provide services, materials or supplies, to or for Subtenant in connection with this Sublease.

"**Corporate Documents**" means

(1) Subtenant's articles of incorporation,

(2) Subtenant' bylaws,

(3) the letter from the United States Internal Revenue Service, in effect on the Effective Date, certifying Subtenant's status as a non-profit, tax-exempt organization under Section 501(c)(3) of the Internal Revenue Code,

(4) a certification by Subtenant's corporate secretary that Subtenant's Board of Director's passed a resolution authorizing Subtenant's officers to execute this Sublease and that the resolution is effective and unmodified as of the Effective Date, and

(5) all other documents the City may request relating to Subtenant's legal status and execution of this Sublease.

"**Economic Opportunity Plan**" has the meaning given it in Section 6.6.

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

"**Event of Default**" has the meaning given it in Section 17.1.

"**Executive Director**" means the Executive Director of Fairmount Park and any successor official of the City who supervises the staff and operations of Fairmount Park who succeeds to the powers and duties of the Executive Director. "Executive Director" includes any Fairmount Park staff member designated by the Executive Director. From and after July 1, 2009, "Executive Director" means the Commissioner of the City's Department of Parks and Recreation and any official, board, commission, department or other agency of the City that succeeds to the powers and duties of the Commissioner of the Department of Park's and Recreation, including any official that Commissioner designates.

"**Food and Beverage Operations**" means the provision, distribution, or sale of food and beverages, or either of them, on any part of the Premises by Subtenant or by a Contractor of Subtenant. "Food and Beverage Operations" does not include food and beverages brought onto the Premises by members of the public for their personal consumption.

"**Fundraising**" has the meaning given it in Section 2.2.1.

"**Hazardous Substances**" means any hazardous or toxic substances, materials or wastes, including, but not limited to, those substances, materials, and wastes listed by the Environmental Protection Agency as hazardous substances (40 CFR Part 302); 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. § 26012671; and all substances now or in the future 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 those laws, and amendments to all those laws, regulations, and publications, or substances, materials, and wastes which are or become regulated under any applicable local, state or federal law. Without limiting the preceding definition, Hazardous Substances include but are not limited to asbestos, explosives, radioactive material, medical waste, infectious materials, petroleum and petroleum products.

"**Improvements**" has the meaning given it in Section 6.1.2.

"**Initial Term**" has the meaning given it in Section 3.6.

"**Insurance**" has the meaning given it in Section 9.1.

"**Landlord**" has the meaning given it in the preamble.

"**Landscape Plan**" has the meaning given it in Section 7.4.5.

"**Maintain**" and "**Maintenance**" have the meaning given them in Section 7.0.1.

"**Master Lease**" has the meaning given it in Background paragraph B.

"**Material Destruction**" has the meaning given it in Section 11.1

"**Memorial Park**" has the meaning given it in Background paragraph C.

"**Monument**" has the meaning given it in Background paragraph A.

"Monument Parcel" has the meaning given it in Background paragraph A.

"**Monument Maintenance Plan**" has the meaning given it in Section 2.10.2.

"**Notice**" and "**Notices**" have the meaning given them in Section 19.1.1.

"**PAID**" has the meaning given it in the preamble.

"**Partial Destruction**" has the meaning given it in Section 11.2.

"**Premises**" has the meaning given it in Background paragraph A and Exhibit A, and includes the subsurface of that land and the Improvements located on or under that land. "Premises" includes permitted Right-of-Way Improvements (as defined in Section 10.1.3), if any, whenever constructed. "Premises" does not include public utility lines or conduits that run beneath the surface of the Premises, but "Premises" does include all lines and conduits that run

beneath the surface of the Premises and which directly serve the Premises and that connect to public utility lines or conduits that serve the Premises, and all the connecting devices. Premises does not include any City-owned fixtures such as street lights.

"**Public Art Office**" means the City of Philadelphia Public Art Office, which as of the Effective Date is a unit within the City of Philadelphia Department of Public Property. "Public Art Office" includes any official, board, commission, department, or other agency of the City of Philadelphia that succeeds to the powers and duties of the Public Art Office on the Effective Date.

"**Public Events**" means events held or sponsored on the Monument Parcel by third parties under a permit or license issued by the Commission. Public Events do not include any Subtenant Events.

"**Releasing Parties**" has the meaning given it in Section 10.4.

"**Remembrance**" has the meaning given it in Section 2.2.2.

"**Renewal Term**" has the meaning given it in Section 3.7.

"**Rent**" has the meaning given it in Section 4.1.

"**Repair**" and "**Repairs**" have the meaning given them in Section 7.0.2.

"**Right-of-Way Improvements**" has the meaning given it in Section 10.1.3.

"**Risk Manager**" means the City of Philadelphia Risk Manager, whose address as of the Effective Date is: City of Philadelphia Office of Risk Management, One Parkway Building – 14th Floor, 1515 Arch Street, Philadelphia, PA 19102. "Risk Manager" includes any officials who succeeds to the powers and duties the Risk Manager has on the Effective Date.

"**Sublease**" has the meaning giving it in the Background section of this Sublease.

"**Sublease Ending Date**" means the date this Sublease expires, is terminated, is surrendered in writing by Subtenant, or otherwise ends.

"**Subtenant**" means The Philadelphia Holocaust Remembrance Foundation, Inc., its successors and assigns.

"**Subtenant Events**" means events where 25 or more persons are reasonably expected to assemble on the Monument Parcel and which are held by Subtenant or any of its Constituent Agencies on the Premises for Fundraising and Remembrance. "Subtenant Events" include all days Subtenant or its Constituent Agencies use the Premises for set up before, and for take down and clean up following, a Fundraising or Remembrance event. Subtenant Events does not include temporary displays of sculpture, artwork, fountains, or memorials, nor visits by school children or camp or similar groups, accompanied by their teachers, counselors and/or chaperones, and other tour groups or groups visiting the Building and assembling on the Monument Parcel in connection with such visits.

"**Term**" means the Initial Term and all Renewal Terms, if any.

ARTICLE 1
PREMISES; CONDITION

1.1. Sublease. Starting on the Commencement Date, Landlord subleases to Subtenant and Subtenant subleases from Landlord, the Premises, subject to the provisions of this Sublease.

1.2. Premises Owned By City. At all times during the Term of this Sublease, the Premises are and will remain owned by the City of Philadelphia. Nothing contained in this Sublease creates, grants, or gives to Subtenant any legal title, easement or other interest in the Premises other than a subleasehold.

1.3. Subtenant Accepts Premises "AS IS" Without Representation or Warranty By Landlord or City. Subtenant accepts the Premises, including all improvements on the Premises, without any representation or warranty by the Landlord or City, and in the Premises "AS IS" condition, including without limitation,

1. all Applicable Laws, including but not limited to the zoning applicable to the Premises,

2. all surface and subsurface conditions of the Premises,

3. the present uses and non-uses of the Premises,

4. all latent and patent defects and hazards;

5. encumbrances, agreements, and restrictions of record or unrecorded matters listed on **Exhibit F** to this Sublease affecting the Premises or use of the Premises,

6. City's title to the Premises and any defects in the City's title as of the Effective Date;

7. the nature or usability of the Premises, or the use or uses to which the Premises or any part of the Premises may be put, including but not limited to the suitability of the Premises for Subtenant's intended use under this Sublease;

8. the Premises compliance or noncompliance with Applicable Laws; and

9. all violations of Applicable Laws that might be disclosed by an examination and inspection or search of the Premises conducted by any federal, state, county or municipal department or authority having jurisdiction.

10. the provisions of the Master Lease, subject to the terms of the Lease Recognition Agreement referred to in Section 21.4 below.

1.4. Subtenant Has No Recourse to Landlord or City. Subtenant has no recourse by reason of this Lease to Landlord or City as to the condition of the Premises.

1.5. Subtenant Does Not Rely on Landlord or City. Subtenant is subleasing the Premises without reliance on any information that Subtenant may have obtained from Landlord or City. Subtenant acknowledges that it has performed all inspections of the Premises as it has desired and has agreed to this Sublease solely on the basis of Subtenant's own inspections.

1.6. Sublease Subject to Lease. At all times from and after the Effective Date, this Sublease is subject to the provisions of the Master Lease, subject to the Lease Recognition Agreement.

1.7. No Entry Prior to Satisfying Insurance Requirements. Despite occurrence of the Commencement Date, Subtenant shall not enter the Premises unless and until Subtenant has fully satisfied the requirements relating to Insurance set forth in Article 9 below.

1.8. No Financial Obligation on Landlord or City. Despite any other provision of this Sublease, this Sublease and the Master Lease do not obligate the City or Landlord to appropriate or spend money at any time after the Effective Date or During the Term for any reason.

1.9. Subtenant's Interest Subject to Landlord's Rights. Subtenant acknowledges and agrees that its interest in the Premises under this Sublease is subject in all respects to the existing rights, as of the Effective Date, of the City, other parties, and their successors and assigns, at all times and from time to time to maintain, repair, replace, and to perform all other necessary, prudent and desirable work on or to the Conduits under their respective ownership or control, provided that said work is performed so as to not unreasonably interfere with Subtenant's use of any Improvements on the Premises.

ARTICLE 2
USES REQUIRED, PERMITTED, AND PROHIBITED

2.1. Uses Required: General. Beginning on the Commencement Date, and throughout the Term, Subtenant shall occupy and use the Premises on a year-round basis for the following purposes only:

1. to construct the Building and to operate the Building as a facility to promote education and understanding about the Holocaust and its history and meaning and for Remembrance purposes;

2. to make Alterations and Improvements to the Premises in strict accordance with Article 6 below;

3. to keep the surface areas on the Monument Parcel open to the public as a Memorial Park;

4. to Maintain and Repair the Premises in strict accordance with Article 7 below; and

5. to allow Public Events on the surface of the Monument Parcel in accordance with this Sublease.

2.2. Uses Permitted: Fundraising and Remembrance; Subtenant Events. Throughout the Term:

1. Subtenant and its Constituent Agencies may hold, host or sponsor bona fide fundraising events on the Premises solely to support Subtenant's and its Constituent Agencies' Improvements, Alteration, Maintenance, and Repair on and of the Premises, the conduct of Subtenant Events, and Subtenant's operation of the Building in accordance with this Sublease ("**Fundraising**"). Subtenant's use of the Monument Parcel for Fundraising events that are Subtenant Events are subject to Section 2.2.6.

2. Subtenant and its Constituent Agencies may use the Premises as a Holocaust education and remembrance facility, a place of contemplation and reflection, and a Holocaust memorial site, and may hold, host or sponsor ceremonies and conduct activities and events on the Premises relating to remembrance of Holocaust, honoring and memorializing its victims and survivors, perpetuating the memory and understanding of the Holocaust, and Holocaust education (including the history of the Holocaust, and enhancing knowledge, understanding and meaning of the events of the Holocaust, which may include, without limitation, education and related activities and programs pertaining generally to genocide and preventing genocide, promoting human rights and human dignity, confronting hatred, promoting tolerance and understanding, and strengthening democracy) (collectively "**Remembrance**"). Subtenant's use of the Monument Parcel for Remembrance ceremonies that are Subtenant Event are subject to Section 2.2.6.

3. Upon completing construction, of the Building, Subtenant may operate the Building for other uses ancillary to and consistent with Section 2.1.1, including without limitation the following:

1. permanent collection galleries,
2. orientation space,
3. temporary exhibition galleries,
4. theater space,
5. curatorial space,
6. conservation space,
7. space for collection management,
8. classrooms and other educational space,
9. auditoriums,
10. libraries,
11. event space,

12. public entry space,

13. food service space,

14. retail space,

15. offices and other administrative space, and

16. storage space.

4. Following each outdoor Subtenant Event on the Monument Parcel, Subtenant shall promptly remove all equipment and facilities brought onto the Monument Parcel for the event and shall remove all trash and litter resulting from the event. Subtenant is not obligated to remove equipment, facilities, trash and litter relating to Public Events.

5. Subtenant may hold any number of events and activities in the Building as Subtenant in its sole discretion desires, subject to Applicable Laws and the other provisions of this Sublease.

6. Subtenant and its Constituent Agencies shall not hold, host or sponsor Subtenant Events more than a combined total of thirty (30) days each calendar year, except they may do so in excess of such thirty (30) days under a permit or license issued by the Commission, or otherwise with the consent of the Executive Director.

2.3. Public Events; Regulations Governing Monument Parcel.

2.3.1. Subtenant acknowledges and agrees that the Commission may issue permits for Public Events. Under the Master Lease, the Commission is obligated to use good faith, diligent efforts to adopt regulations within one year of the Commencement Date that help ensure, in connection with Public Events and general public use of, and access to, the Monument Parcel, the Monument Parcel will be preserved as a dignified and solemn site for reflection and meditation consistent with a memorial honoring the remembrance of those who perished in the Holocaust and survivors of the Holocaust. The regulations the Commission is obligated to use such efforts to adopt under the Master Lease are set forth in **Exhibit G** to this Sublease.

2.3.2. The Master Lease requires the Commission to require licensees of Public Events to obtain and maintain insurance, and to indemnify Subtenant, in accordance with standard Commission procedures and requirements, and to comply with the regulations and limitations on use and activities on or within the Premises. Subtenant acknowledges and agrees that standard Commission procedures may not require a licensee to obtain insurance and provide an indemnification for every Public Event. Subtenant has no recourse against Landlord or City for any claim or liability Subtenant may have arising from or related to Public Events.

A. To reserve access to the Monument Parcel for Subtenant Events and prevent scheduling conflicts with Public Events, Subtenant shall promptly notify the Executive Director of the date and time of all planned Subtenant Events, including set-up and take-down times.

B. Landlord acknowledges that Subtenant typically schedules an annual community Remembrance event each year on a day falling within a period between late March to early May. The Master Lease requires the Commission to reserve the Monument Parcel for Subtenant's use for Remembrance events each year during the Term on a day as may be designated by Subtenant by written notice to the Executive Director, and approved by the Executive Director. No Public Events shall be scheduled which conflict with the scheduled annual Remembrance event. Subtenant shall endeavor to schedule each Remembrance event at least a year in advance (and Subtenant may schedule Remembrance events in advance for several years). If Subtenant desires to change the date of its annual Remembrance event to a day other than the previously scheduled date, and if that other date is already permitted for a Public Event, then Subtenant may not use the Monument Parcel on that other date but shall confer with the Executive Director and shall select an alternative date for its annual Remembrance event. Unless and until Subtenant schedules a Remembrance event for any year, there is no specific day reserved that year for the event and Subtenant acknowledges and agrees that the Memorial Parcel may be permitted for a Public Event any day that year.

C. Subtenant shall promptly notify the Executive Director if Subtenant wishes to hold its annual Remembrance event for any year on a date other than the previously scheduled date. Subtenant has no recourse against Landlord or the Commission if Subtenant wishes to schedule its annual Remembrance event on a date for which the Premises have been permitted previously for a Public Event.

2.3.3. If there is a conflict over the scheduling of a Public Event and a Subtenant Event (including but not limited to any Remembrance event), Subtenant acknowledges and agrees that the right to use the Monument Parcel will go to the person or organization who first applied to or notified the Commission in writing of the organization's or person's intended use of the Monument Parcel, based on the date and time the application or notice is received by the Commission as determined by the Executive Director.

2.3.4. Subtenant shall apply to the Commission for a permit or license each time Subtenant wants to use the Monument Parcel

A. to raise money other than for Fundraising, and

B. for any Subtenant Event that would exceed the 30 days allowed each calendar year for Subtenant Events under Section 2.2.6, unless consented to by the Executive Director.

2.3.5. Subtenant shall promptly pay all fees and expenses imposed upon or incurred by the City in connection with each Subtenant Event. If the City requires payment of any of its fees and expenses prior to any Subtenant Event, then it is a condition precedent to Subtenant or its Constituent Agencies right to hold the Subtenant Event that Subtenant timely pay the required fees and expenses.

2.3.A. Subtenant Responsible for Safe Use of Premises. Throughout the Term:

2.3.A.1. Subtenant is solely liable for all injuries, damages, and losses arising from Subtenant's use of the Premises in unsafe condition or in an unsafe manner. Subtenant, at its sole cost and expense, shall provide or contract for all services and equipment necessary and desirable to safely:

1. occupy and use the Premises,

2. perform Alterations, Maintenance and Repairs to the Premises,

3. operate the Premises, and

4. fulfill Subtenant's obligations under this Sublease.

2.3.A.2. Subtenant is not obligated to provide police, fire, and other public safety or public utility services typically provided by the City.

2.4. Fees. Subtenant shall not at any time impose any charges or fees, however characterized, for members of the public to use the Monument Parcel. Subtenant may, however, impose reasonable charges or fees for persons to participate in any Subtenant Events or to enter and visit or otherwise use the Building. Subtenant shall hold and use all charges, fees and other revenue received by it in connection with Subtenant Events and operation of the Building solely to Maintain, Repair, improve, or replace the Premises, to fund other Subtenant Events, and to fund Subtenant's operations of the Building as a facility to promote education and understanding about the Holocaust and its history and meaning and for Remembrance purposes.

2.5. Food and Beverages. Throughout the Term:

1. Subtenant shall not provide or permit any Food and Beverage Operations on the Monument Parcel, either directly, under a contract, or by other means. Subtenant may, however, provide or permit Food and Beverage Operation on the Monument Parcel solely in connection with Subtenant Events, and within the Building, and in accordance with Section 2.5.4.

2. Subtenant shall cause all Food and Beverage Operations on the Monument Parcel in connection with Subtenant Events to be licensed by the City of Philadelphia under Applicable Laws. Subtenant shall hold and use all its revenue from those Food and Beverage Operations in accordance with Section 2.4.

3. Members of the public may bring food and beverages onto the Premises for their personal consumption. Landlord will not permit Food and Beverage Operations on the Monument Parcel by third parties, at Public Events, or otherwise, except in the same manner as permitted for Subtenant under this Sublease. The Master Lease requires the City to not permit Food and Beverage Operations on the Monument Parcel by third parties, at Public Events, or otherwise, except in the same manner as permitted for Subtenant under this Sublease.

4. Subtenant may permit the sale or complementary serving of Alcoholic Beverages on the Monument Parcel solely in connection with Subtenant Events, subject strictly to the following conditions precedent:

A. Subtenant must have all licenses and permits required under Applicable Laws for the sale or distribution of Alcoholic Beverages; and

B. Subtenant shall have obtained the prior, written approval of the Executive Director.

2.6. Compliance With Applicable Laws; Subtenant's Contractors. Throughout the Term:

1. Subtenant at its sole cost and expense shall promptly comply with all Applicable Laws

A. in its use and occupancy of the Premises,

B. in all its activities under this Sublease, and

C. in its Maintenance, Repair, and Alteration of the Premises.

2. Subtenant acknowledges that, as of the Effective Date, the condition of the Premises may not comply with all Applicable Laws. Subtenant shall, at Subtenant's sole cost and expense, make Alterations and Repairs to the Premises in accordance with the provisions of this Sublease to cause the Premises to comply with all Applicable Laws.

3. Subtenant shall cause all its Contractors to comply with Applicable Laws. A violation of any Applicable Laws by any Contractor is a breach of this Sublease by Subtenant.

4. Subtenant may, at its own cost and expense, contest or review by appropriate legal or administrative proceedings the validity, legality or applicability of any Applicable Laws, and may refrain from complying with the same if such contest stays or holds in abeyance enforcement proceedings.

5. Under the Master Lease, the City acknowledges that during the Term the Building Parcel is under Subtenant's exclusive possession, care, custody, and control and therefore is not public space, and that the Commission's regulations do not apply to **(A)** the Building and activities inside the Building, except for those regulations pertaining to signs, subject to Section 2.8, **(B)** the exterior portions of the Building Parcel generally which are not occupied by the building and that are not operated as an outdoor public park (provided that the Building occupies substantially all the surface of the Building Parcel). Also, under the Master Lease the City acknowledges that the Commission's regulations do not apply to the number of Subtenant Events, which are governed by this Sublease.

2.7. Uses Prohibited: Violation of Applicable Laws; Alcoholic Beverages; Commercial Activities, Etc. Throughout the Term:

1. Subtenant shall not use or permit the use of the Premises in violation of any Applicable Laws or in violation of this Sublease. Subtenant shall not at any time use all or any portion of the Premises or Improvements for any purpose or use not authorized or allowed by this Sublease. Subtenant shall not permit any act to be done or any condition to exist in, on, or about the Premises which may: (1) be dangerous, (2) in law constitute a public or private nuisance, or (3) make void or voidable any insurance then in force with respect to the Premises or any part of the Premises.

2. Except as provided in Section 2.5., Subtenant shall not sell, distribute or permit the presence in, on, or about the Monument Parcel of any Alcoholic Beverages.

3. Subtenant shall not permit all or any part of the Premises to be used in any manner that might impair the City's title to all or any part of the Premises. Subtenant shall not permit any part of the Premises to be used in any manner that might make possible a claim or claims of adverse usage or adverse possession by the public or of implied dedication of any or all of the Premises.

4. Except as expressly permitted under this Sublease, Subtenant shall not permit any commercial activities on the Premises.

5. Subtenant's obligations under this Section 2.7 do not apply to day-to-day public use of the Monument Parcel as a Memorial Park.

2.8. Signs. Throughout the Term:

2.8.1. Subtenant shall not place, erect, hang, or paint any sign, logo, or inscription in, on, or about the exterior of the Premises, including the exterior of the Building, or that is visible from the exterior of the Building, without the prior approval of the Commission and the City of Philadelphia Art Commission. Subtenant may apply to the Commission, in accordance with Article 6, for approval to place temporary or permanent exterior or such interior signs on the Premises. This Section 2.8.1 does not apply to signs required under Applicable Laws for public safety, such as "Exit" signs, or to minor interior signage, or to artwork, paintings, and other artistic, historic, informational or educational hangings or postings so long the same are professionally prepared, sightly and dignified, and relate to the purposes of Holocaust education, history, meaning and Remembrance. Without limiting the general application of Section 2.6, Subtenant's signs for the Building and the remainder of the Premises are subject to the Commission's regulations governing signs on or near Benjamin Franklin Parkway

2.8.2. Subtenant shall maintain prominent, clearly legible signs at or reasonably near the entrances to the Premises or edges of the Premises that identify the Premises under such name or names as are selected by Subtenant and in words and inscription that the Executive Director approves in advance. After installing or erecting any approved signs, Subtenant shall comply in all respects with the Commission's regulations and policies regarding signs.

2.8.3. Subtenant shall include the Commission's logo in all exterior permanent and seasonal signs, logos, and inscriptions that Subtenant places, erects, hangs, etches, inscribes, or paints in, on, or about the exterior of the Premises. A copy of the Commission's logo is attached as **Exhibit H**. Subtenant shall cause the Commission's logo to be a size that is readily recognizable by passers by to the Premises and is approved in advance by the Executive Director. Subtenant shall not reproduce or use the Commission's logo in any manner not expressly authorized by this Sublease or by the Executive Director.

2.8.4. Subject to Section 2.8.1 above, Subtenant may place, erect, hang, etch, inscribe, or paint a temporary sign, logo, or inscription in, on, or about the exterior (or interior which is visible from the exterior of the Premises), but Subtenant shall first obtain the written approval of the Executive Director to the extent required under Section 2.8.1. For purposes of this Section 2.8.4, a temporary sign, logo, or inscription is one that will remain in place not more than 30 days in total.

2.9. Trademarks; Publicizing Fairmount Park.

2.9.1. Ownership. Subtenant acknowledges and agrees that the City is and throughout the Term will remain the exclusive owner of all the trademarks, tradenames, service marks and copyrights associated with the name and image of the Monument, "Fairmount Park," and any and all present and future related slogans, derivations, trade secrets, logos, know-how and trade dress, and images (collectively, the **"Trademarks"**). Subtenant waives its right to contest City's title to any of the Trademarks, the validity of any of the Trademarks, or any application or registration for any of the Trademarks filed or obtained by City.

2.9.2. Use: Sublicense. Landlord gives Subtenant a sublicense for the Term to use the Trademarks in materials related to the Memorial Park, Fundraising and Subtenant Events, including but not limited to:

1. stationery and other printed materials;
2. merchandise and souvenirs;
3. advertisements and publicity, whether broadcast, printed, visual, optical, or electronic;
4. signs; and
5. internet web pages, internet ads, and other visual, optical or electronic media.

Subtenant shall not use the Trademarks in any manner that reflects unfavorably upon the City, the Commission, Landlord, Fairmount Park or the Memorial Park.

2.9.3. Use: Required. On all its stationery and other printed materials relating to the Memorial Park and Subtenant Events, Subtenant shall refer to "Fairmount Park" in at least 12-point type size (that is, the same size as this text), in reasonably prominent placement, and not

less than two-points in size less than Subtenant's own name. For example, and not as a limitation or specific requirement, the letterhead of Subtenant's stationery could be titled:

The Philadelphia Holocaust Remembrance Foundation, Inc.
in Holocaust Memorial Park, Fairmount Park

Subtenant shall cause similar references to Fairmount Park to be included in all its broadcast advertising, including but not limited to television, radio, internet, and other broadcast media.

2.9.4. Subtenant's Use Non-Exclusive. Subtenant acknowledges that any right given to Subtenant to use the Trademarks is nonexclusive, and that the use of the Trademarks by Landlord, the City, or the licensees of either of them, is not a breach of this Sublease by Landlord.

2.9.5. No Infringement. Subtenant shall not, either during or after the Term of this Sublease, do anything, or aid any other party in doing anything, that would (1) constitute infringement of, (2) diminish the value of, or (3) otherwise damage, the Trademarks or the City's rights in the Trademarks. Subtenant acknowledges that all goodwill that may arise from Subtenant's use of the Trademarks is and shall at all times remain the sole and exclusive property of the City and shall inure to the sole benefit of the City.

2.9.6. Trademark Infringement. Without limiting Landlord's remedies under Article 17 below, or limiting the rights of the City under the Master Lease and as third party beneficiary of this Sublease, Subtenant acknowledges that City is entitled to immediate injunctive relief against any misuse or infringement of the Trademarks by Subtenant.

2.9.7. Subtenant Gives License to Use Its Trademarks. Subtenant gives Landlord and the City a limited license to use any trademark of Subtenant's used to identify the Memorial Park in Landlord's or the City's marketing, advertisements and publicity about Landlord, the City, Fairmount Park, Memorial Park, or Benjamin Franklin Parkway. The license given by Subtenant under this Section 2.9.7 does not extend to any retail or other promotional items sold or to be sold by Landlord or the City or any licensee of them.

2.9.8. Changes in Trademarks.

1. If the City changes or modifies any of the Trademarks, the above restrictions on Subtenant's use of the Trademarks apply equally to all new, successor, or substitute Trademarks, and all owners and or approved licensees of the rights in and to those Trademarks are deemed third-party beneficiaries of Subtenant's covenants contained in this Sublease.

2. Neither Landlord nor City are liable to Subtenant for any cost, loss or expense whatsoever incurred or suffered by Subtenant with respect to any change in the Trademarks, and Landlord and City have no obligation to purchase from Subtenant any inventory, advertising materials or other property of Subtenant that use the old Trademark.

2.10. Ownership and Maintenance of the Monument.

2.10.1. By signing this Sublease, Subtenant acknowledges and agrees that the City is exclusive owner of the Monument.

2.10.2. Subtenant shall pay all costs and expenses to assess, conserve and maintain, the Monument throughout the Term of this Sublease. Subtenant is not obligated to repair the Monument (unless damaged by Subtenant) nor replace the Monument. Subtenant acknowledges that the Landlord and City are not obligated to assess, conserve, maintain, repair, or replace the Monument.

1. Subtenant acknowledges and agrees that the City, or its contractors, may, in the City's sole discretion, assess the condition of the Memorial periodically. Based on the periodic assessments, the City, in the City's sole discretion, may itself or by contract conserve, maintain, repair, or replace the Memorial. Subtenant shall promptly pay all costs and expenses charged to or incurred by the City or Landlord to assess, conserve, and maintain (but not repair or replace) the Memorial.

2. Subtenant shall not perform any conservation, maintenance, or repair, or any other manner of work, to the Memorial without the prior written approval of the Commission and City of Public Art Office.

3. Subtenant may propose procedures and schedules to the Commission under which Subtenant would perform periodic assessments, conservation and maintenance or repairs to the Monument ("**Monument Maintenance Plan**"). If the Commission approves Subtenant's proposed Monument Maintenance Plan, then Subtenant shall strictly comply with the approved Monument Maintenance Plan. Subtenant shall only hire conservators or maintenance and repair firms approved by the Director of the Public Art Office in writing. Subtenant shall not be obligated to obtain the Commission's prior approval for any conservation or maintenance Subtenant performs under the Monument Maintenance Plan.

2.10.3. Landlord shall not and shall require the City not to remove or relocate or move the Monument during the Term from its location as of the Effective Date, except for the following:

1. the City may authorize Subtenant to move the Monument in connection with any Improvements or Alterations approved by the Commission under Article 6,

2. the City may temporarily remove or move the Monument, or authorize Subtenant to temporary remove or move the Monument, to perform any conservation, maintenance, or repair on the Monument, or

3. the City may permanently remove the Monument if **(A)** the City determines that the Monument has been damaged beyond repair or has deteriorated so that continued maintenance or repair of the Monument is not practical, possible, or in the public interest, and **(B)** Subtenant does not, or cannot, repair or replace the Monument within a reasonable period of time determined by the City.

2.10.4. Without limiting the generality of Section 1.8, nothing in this Sublease obligates the Landlord or City to conserve, maintain, repair, or replace the Monument.

2.11. Environmental Matters.

2.11.1. Compliance. Subtenant shall promptly comply with applicable Environmental Laws affecting the Premises or the Improvements, or the use of either of them, or the handling, storage or disposal of Hazardous Substances located in, on, or about the Premises. Subtenant shall maintain or cause to be maintained in effect all permits, licenses or other governmental approvals relating to Hazardous Substances, if any, required by applicable Environmental Laws affecting the Premises, the Improvements, or the use of the Premises or Improvements. Subtenant shall timely make, or cause to be made, all disclosures required by Environmental Laws, and shall timely comply with, or cause compliance with, all valid, final, and non-appealable orders issued by any governmental authority having jurisdiction over the Premises or the Improvements or the use of the Premises or Improvements. Subtenant shall take, or cause to be taken, all action required by governmental authorities to bring the Premises and the Improvements and all activities on the Premises or Improvements into compliance with all Environmental Laws affecting the Premises or the Improvements, or the activities on the Premises or Improvements. Subtenant shall take all commercially reasonable steps to prevent Contamination in, on, or about the Premises or Improvements, whether potentially resulting from conditions existing before the Commencement Date or from and after the Commencement Date.

2.11.2. Notices. If at any time Subtenant becomes aware, or has reasonable cause to believe, that any Contamination occurred in, on, about, or beneath the Premises or the Improvements, Subtenant shall promptly give written notice to Landlord and the City of the Contamination and

6. any enforcement, cleanup, removal, or other governmental or regulatory action instituted, completed, or threatened pursuant to any Environmental Laws;

7. any claim made or threatened by any person against Landlord, the City, Subtenant, or the Premises, arising out of or resulting from any Contamination; and

8. any reports made to any local, state, or federal environmental agency arising out of or in connection with any Contamination.

ARTICLE 3
TERM; RENEWAL

3.1. Commencement Date. The **"Commencement Date"** of this Sublease is thirty (30) days after the last date that all of the conditions below (the "**Commencement Date Conditions**") have been satisfied or waived by Subtenant in writing to Landlord. Subtenant shall exercise good faith diligence and take all reasonable actions within Subtenant's capacity (not requiring material monetary expenditures or obligations) to promote satisfaction of the Commencement Date Conditions.

3.1.1. The City must have given and issued a final, unappealable zoning and use registration permit and building permit, and such other permits as required for Subtenant to commence, proceed with and complete construction of the Building, in accordance Subtenant's Approved Designs, and all in form and substance reasonably satisfactory to Subtenant. If Subtenant does not object in writing to Landlord within thirty (30) days following issuance of any zoning or use registration or building permit, as the case may be, for Subtenant's Improvements and Alterations under the Approved Designs, then Subtenant will be deemed to have approved the permit;

3.1.2. The Fairmount Park Commission, the Art Commission, and all other governmental authorities, agencies and/or officials having jurisdiction must have given, in form and substance reasonably satisfactory to Subtenant, all final, unappealable approvals that are necessary for Subtenant to commence and complete construction of the Building and related Improvements, and to use them after completing them in the manner contemplated by this Sublease (including any ordinances or approvals required for Right-of-Way Improvements). If Subtenant does not object in writing to Landlord within thirty (30) days following any approval from the Fairmount Park Commission or from the Art Commission or other approving agency or authority or official relating to Subtenant's commencement or construction of Subtenant's Approved Designs and related Improvements, or use of any of them, then Subtenant will be deemed to have approved the approval;

3.1.3. The City must have given final approval of Subtenant's Economic Opportunity Plan, which is required under Section 6.6.; and

3.1.4. Subtenant shall have secured and obtained sufficient, readily available donations, grants, funding or other financing, in form and amount satisfactory to Subtenant, to proceed with and complete the construction of the Building and other Improvements contemplated by Subtenant, and to allow Subtenant to satisfy the funding conditions in Section 6.2.5 of this Sublease.

3.2. Failure of Conditions. If any Condition Precedent has not been fulfilled or satisfied on or before the fifth anniversary of the Effective Date ("**Conditions Period**"), then Subtenant may, on or before 5:00 p.m. on the tenth (10^{th}) day following the end of the Conditions Period ("**Conditions Deadline**").

3.2.1. terminate this Sublease by providing written notice to the Landlord and the City of the unfulfilled condition and Subtenant's intent to terminate the Sublease, and this Sublease will terminate on the 30^{th} day following the receipt of Subtenant's notice by Landlord and the City;

3.2.2. waive fulfillment or satisfaction of the Condition Precedent by written notice to Landlord and the City; or

3.2.3. if Landlord and Subtenant agree to do so in their respective sole discretions, enter into a written agreement with Landlord to extend the Conditions Period to a date mutually acceptable to Landlord and Subtenant, and upon the execution of such agreement

the Conditions Deadline will extend to 5:00 p.m. on the 10th day following expiration of the extended Conditions Period.

3.2.4. if before the Conditions Deadline the Commencement Date Conditions have not been satisfied or waived by Subtenant, and Subtenant does not in accordance with the provisions of **Sections 3.2.1, 3.2.2**, and **3.2.3** above either (1) provide notice of its intent to terminate this Sublease, (2) waive fulfillment or satisfaction of the unfulfilled Conditions Precedent, or (3) enter into a written agreement with Landlord to extend the Conditions Period, then this Sublease will automatically terminate on the Conditions Deadline.

3.3. No Obligations Following Termination. If this Sublease terminates pursuant to the provisions of **Section 3.2**, then neither Landlord nor Subtenant will have any further obligation under this Sublease, or liability to the other under or related to this Sublease, except (1) those liabilities that arise before the Sublease termination date and (2) those liabilities and obligations that this Sublease expressly provides survive the Sublease Ending Date.

3.4. Effectiveness of Sublease. This Sublease is in full force and effect from the Effective Date (with the Term commencing on the Commencement Date) provided however nothing in this Sublease obligates Subtenant to spend money with respect to the Premises prior to the Commencement Date.

3.5. Confirmation of Operating Term Commencement Date. When the Commencement Date has occurred, Landlord and Subtenant shall promptly execute and acknowledge a written confirmation of the Commencement Date in a form reasonably approved by Subtenant and Landlord.

3.6. Initial Term. The "**Initial Term**" of this Sublease shall begin on the Commencement Date and shall expire 11:59 p.m., on the last day of the month in which the fortieth (40th) anniversary of the Commencement Date occurs.

3.7. Renewal Term.

1. Following expiration of the Initial Term, but subject to Section 3.7.2, this Sublease will renew for up to four additional 10-year periods (each 10-year period, a "**Renewal Term**"). Each Renewal Term will commence immediately following expiration of the Initial Term or expiration of the preceding Renewal Term, as the case may be. Each Renewal Term will expire at 5:00 p.m. the day before the tenth anniversary of the commencement of the Renewal Term.

2. This Sublease will not renew for any Renewal Term if at least ninety (90) days before the end of the Initial Term or then-current Renewal Term the Subtenant provides written notice to Landlord that Subtenant desires that this Sublease not renew, in which case this Sublease will expire at the end of the Initial Term or then-current Renewal Term, as the case may be.

3. Despite the other provisions of this Section 3.7, this Sublease shall not renew, if Subtenant has committed a Event of Default which after due

notice from Landlord remains uncured beyond any applicable notice and cure period, as of the expiration of the Initial Term (in the case of the renewal for the first Renewal Term), or as of the expiration of the then-current Renewal Term, as the case may be.

3.8. Term. Without affecting those provisions of this Sublease which expressly survive the Sublease Ending Date, all of Subtenant's and Landlord's obligations under this Sublease continue through the Sublease Ending Date.

ARTICLE 4
RENT

4.1. Rent. For the Term, Subtenant has paid rent to the Landlord of one dollar ($1.00) ("**Rent**"). Landlord acknowledges receipt of Subtenant's payment of Rent.

4.2. Additional Rent. Upon receipt by Subtenant of a written invoice of the amount owed, Subtenant must promptly pay, or cause to be promptly paid, as additional rent ("**Additional Rent**"), without demand and without set-off, counterclaim, or deduction,

1. any and all sums which become due by reason of any default of Subtenant or failure by Subtenant to strictly comply with the provisions of this Sublease,

2. and any and all damages, costs, and expenses that Landlord or City may suffer or incur by reason of any default of Subtenant or failure by Subtenant to strictly comply with the provisions of this Sublease,

3. any and all damages to the Premises caused by any act, omission, or negligence of Subtenant, its officers, employees, agents, Contractors, licensees, or other occupants or users of the Premises (except any damages caused by Landlord or City), and

4. any and all sums that Subtenant may be required to pay to Landlord, City, or any utility provider or any other third party under any other provisions of this Sublease.

ARTICLE 5
UTILITIES; TAXES

5.1. Utilities.

5.1.1. Subtenant shall promptly pay directly to the utility providers all charges and fees when and as they become due for all public utilities and utility service used at the Premises, during the Term including but not limited to gas, steam, heat, light, electricity, telephone, sewer rents, water meter and water charges. Subtenant is not obligated, however, to pay utility costs for operating the street lights along the sidewalks adjoining the Premises or for any spot lights that are attached to street lamps and which illuminate the Memorial.

5.1.2. Subtenant must, at its sole cost and expense, promptly pay prior to delinquency, all charges and fees due for new conduits, cables, or other means of providing or improving utility services to the Premises.

5.1.3. Without limiting the requirements set forth above in this section 5.1, Subtenant shall pay all late charges, interest, penalties, and fees arising from Subtenant's failure to promptly pay all charges and fees imposed by any provider of utility service to the Premises.

5.1.4. Landlord and City are not obligated in any manner to provide utilities or utility service to the Premises. Landlord and City are not liable for any interruption in utilities or utility service to the Premises.

5.1.5. Subtenant shall, at it sole cost and expense, cause separate meters to be installed in and on the Premises to measure and record all utilities used by Subtenant in and on the Premises.

5.2. Taxes. From and after the Commencement Date, Subtenant shall pay prior to delinquency, all taxes, assessments, levies, operating expenses, license and permit fees, and all other charges or burdens of whatever kind and nature (collectively, "**Assessments**"), and however characterized, related to the Premises or Subtenant's use and occupancy of the Premises. Without limiting the requirements set forth above in this section 5.2, Subtenant shall pay all late charges, interest, penalties, and fees arising from Subtenant's failure to promptly pay all Assessments related to the Premises or Subtenant's use and occupancy of the Premises. If Subtenant desires to contest or otherwise review by appropriate legal or administrative proceeding any Assessment, Subtenant shall give Landlord written notice of its intention to contest the Assessment. After giving the notice to Landlord, Subtenant will not have committed an Event of Default under this Sublease by reason of the non-payment of the Assessment if Subtenant has promptly obtained and furnished to the applicable taxing authority (including the City, as the case may be) a bond or other security to the extent required by Applicable Law. Subtenant shall pursue the contest or other proceeding with commercially reasonable diligence, solely at Subtenant's expense, and free of expense to the Landlord and City. Subtenant shall promptly pay the amount finally determined to be due, if any, together with all related costs, expenses, interest, and penalties. Nothing in this Sublease prohibits Subtenant from seeking or obtaining an exemption from any Assessment in accordance with Applicable Law.

5.3. Landlord and City Not Obligated to Pay. Landlord and City are not obligated at any time during the Term to pay for any utility services of any kind provided to Subtenant or to the Premises or related to Subtenant's use and occupancy of the Premises. Landlord and City are not obligated at any time during the Term to pay any Assessments related to Subtenant, the Premises, or Subtenant's activities on the Premises. Landlord and City will not cause or permit any Public Events or other activities to occur upon the Premises which may jeopardize any tax abatements, exemptions or public grants relating to the Premises, or Subtenant's tax exempt status.

5.4. Transfer Taxes. Subtenant shall pay all transfer taxes, if any, that may be due or payable in connection with (1) the execution and delivery of this Sublease; (2) the recording of a memorandum of this Sublease, or (3) either of them. Subtenant is not liable for any transfer

taxes that may be due or payable in connection with the execution or delivery of the Master Lease or the recording of any memorandum of the Master Lease.

5.5. Alternative Assessments. If at any time during the Term the methods of taxation prevailing at the Commencement Date are altered so that in lieu of any Assessment there is levied, assessed or imposed an alternate tax or charge, however designated or characterized, then the alternate tax or charge is an Assessment for the purpose of this Section 5.5 and Subtenant shall pay and discharge that Assessment as and when provided by this Section 5.2.

ARTICLE 6
INITIAL CONSTRUCTION; ALTERATIONS AND IMPROVEMENTS

6.1. Definitions: Alterations and Improvements.

1. As used in this Sublease, the words "**Alteration**" and "**Alterations**" mean the change to or modification of the exterior of an Improvement following its initial construction, or any other change to or modification and any exterior portion of the Premises. "Alteration" and "Alterations" include but are not limited to all changes to the structure, supporting walls, foundation, roof, windows, fountains, public benches and other public furniture, pumps, and building and operating systems of the Premises or any part of the Premises. "Alteration" and "Alterations" include demolition and removal of the Building prior to the Sublease Ending Date. "Alteration" and "Alterations" do not include changes to the interior of any Improvement.

2. In this Sublease, the word "**Improvements**" means all existing and future structures and physical developments in, on, beneath and about the Premises. "Improvements" includes all physical developments installed or constructed by Subtenant or by a Contractor on Subtenant's behalf in the public right-of-way, such as sidewalk paving, street lights, public benches and other public furniture, and street trees. "Improvements" does not include public utility lines and conduits that run underneath the surface of the Premises, but does include all lines, conduits, ferrules and other devices that serve the Premises and that connect to the public lines and conduits. Improvements does not include Subtenant's furniture, fixtures or movable equipment, works of art, or other personal property now or in the future placed upon the Premises by Subtenant. Unless otherwise specified in this Sublease, all references in this Sublease to the Premises include the Improvements. Separate references to the Premises and Improvements, or to the Premises by itself, does not exclude the Improvement from the meaning of the Premises.

6.2. Approval of Designs; Construction of Improvements; Tenant's Failure to Commence

6.2.1. Subtenant shall not commence construction of Building or any other Improvements unless and until Subtenant has obtained the approval of the Commission of all the exterior elements of the design of Building and all the exterior elements of the other Improvements that Subtenant intends to construct, including but not limited to fences and any

gates that could be used to close off public access from landscaped portions of the Premises ("**Approved Designs**").

1. The Commission's approval of the Approved Designs is not approval of Subtenant's designs otherwise required under Applicable Laws, including but not limited to approval by the City of Philadelphia Art Commission.

2. Subtenant acknowledges and agrees that those City, state, or federal officials, departments, commission, and agencies whose approval Subtenant must obtain under Applicable Laws for any Right-of-Way Improvements may not approve those improvements, or may impose conditions upon any construction by Subtenant in the public right-of-way or upon Subtenant's other designs.

3. Subject to the right of Subtenant to contest any denials or take any appeals available to it under Applicable Laws, if some or all of Subtenant's proposed Right-of-Way Improvements or other designs are not approved or are denied by any City, state, or federal official, department, commission, or agency under Applicable Laws, then Subtenant shall not have recourse to the Landlord or City, and Subtenant's sole remedies shall be to either (A) construct such Improvements as have been approved under Applicable Law or (B) terminate this Sublease without liability by written notice to Landlord and the City.

6.2.2. Subtenant shall, at its sole cost and expense, upon commencement of construction, diligently complete construction of the Building and other Improvements in strict accordance with the Approved Designs.

6.2.3. If Subtenant has not commenced construction of Building (for purposes of this Sublease, excavation work to install footings and foundations shall be deemed commencement of construction) by the first (1st) anniversary of the Commencement Date, then Landlord may terminate this Sublease by delivering written notice to Tenant. If Landlord delivers a termination notice to Tenant under this **Section 6.2.3**, this Sublease will terminate on the sixtieth (60th) day after the date Landlord delivers the notice, unless prior to the last day of the 60-day period Subtenant commences construction of Building and pursues the construction diligently to completion. If Landlord terminates this Sublease under this **Section 6.2.3**, then upon termination neither Landlord nor Subtenant will have any further obligation under this Sublease, or liability to the other under or related to this Sublease, except (1) for those liabilities that arise before the termination date, (2) those liabilities and obligations that this Sublease expressly provides survive the Sublease Ending Date.

6.2.4. Subtenant Must Not Make Alterations Without Prior City Approval. Except as explicitly required or permitted in this Sublease, Subtenant shall not make or cause any exterior Alterations without the prior review and approval of the Commission of all or exterior elements of the Alterations. In requesting the Commission's prior review, the Subtenant must submit to the Commission detailed plans and specifications for the proposed Alterations and all additional information requested by the Commission. Subtenant acknowledges and agrees that the Commission's approval of any Alterations may be conditioned upon a requirement that Subtenant provide the Commission with a performance and payment bond satisfactory to the

City in all respects and upon other requirements the Commission deems necessary or prudent to protect the interests of the City and Landlord. Landlord will require the City to endeavor to review Subtenant's request for approval of proposed Alterations not later than 10 days following the second Commission meeting following Subtenant's request, or 90 days, whichever is shorter.

6.2.5. No Construction Until Sufficient Funds On Hand. Subtenant shall not commence construction of the Building or any other Improvements unless and until Subtenant has provided evidence reasonably satisfactory to the Commission that Subtenant has sufficient, readily available funds (not less than $20 million, less amounts previously expended on the project, unless the cost of construction of Subtenant's Building is reasonably projected to be less than $20 million) to proceed with and complete the construction of the Building.

6.3. Subtenant Must Perform Approved Alterations. Following the Commission's approval of any plans and specifications for Subtenant's proposed Alterations, the approved plans and specifications will automatically become part of this Sublease. Upon commencement of any Alterations, Subtenant shall make, or cause to be made, the approved Alterations

1. at Subtenant's sole cost and expense,

2. diligently,

3. in a good and workman-like manner,

4. in strict accordance with the plans and specifications approved by the Commission, and

5. in compliance with all Applicable Laws.

6.4. Ownership of Alterations.

6.4.1. All Improvements installed or constructed by or on behalf of the Subtenant, upon completion, will be owned by Subtenant until the Sublease Ending Date and may be removed by Subtenant at all times during the Term, subject to the requirements and limitations of Article 6 regarding Alterations. If Subtenant installs any special, "nonstandard" paving in the public right-of-way, then that paving will be owned by the City, but Subtenant shall keep that paving safe for pedestrians and maintain, repair, and replace that paving at Subtenant's sole cost and expense.

6.4.2. Upon the Sublease Ending Date, all Improvements installed or constructed by or on behalf of the Subtenant automatically become the property of the City without the need for execution of any documents in addition to this Sublease. Subtenant shall, however, promptly execute all documents that the City may reasonably require in order to evidence that title to the Improvements installed or constructed by or on behalf of Subtenant has vested in the City. This Section 6.4.2 survives the Sublease Ending Date.

6.4.3. Despite Sections 6.4.1. and 6.4.2, Subtenant may during the Term and upon the Sublease Ending Date, remove moveable items of personal property and fixtures which are not permanent installations and do not cause material damage to the Premises which cannot

be restored, at Subtenant's expense. Subtenant further acknowledges and agrees that in its approval of the Approved Designs for the Building or any Alterations under Section 6.2, the Commission may designate any Improvements which Subtenant or its Contractors will install or construct that must be removed upon the Sublease Ending Date. If the Commission stipulates that any Improvements must be removed, then before expiration of the Term or promptly following earlier termination of the Term, Subtenant shall remove the designated Improvements and restore the Premises to their condition before the Subtenant installed or constructed the Improvement, to the satisfaction of the Executive Director. Subtenant's rights and obligations under this Section 6.4.3 survive the Sublease Ending Date.

6.5. Fixtures. Subtenant must not install any exterior fixtures in or on the Premises or any of the exterior Improvements without the prior written approval of the City. For purposes of this Sublease, any fountain and associated drains, conduits, pumps and other operating elements of the fountain are Improvements. Upon the Sublease Ending Date, Subtenant shall:

1. promptly remove any and all of its personal property and removable fixtures, if any;

2. restore any damage to the Premises or any of the Improvements caused by the installation or removal of Subtenant's fixtures; and

3. return the Premises to Landlord and the City in good condition and broom clean.

Subtenant's obligations under this Section 6.5 survive the Sublease Ending Date.

6.6. Economic Opportunity Plan.

6.6.1. Despite any other provision of this Sublease, Subtenant shall not begin construction of any Improvement or Alteration until Subtenant has obtained the City's approval of 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 Building and other Improvements and with respect to the employment of disadvantaged, minority and female persons.

6.6.2. Subtenant shall comply with its Economic Opportunity Plan in all phases of (1) Subtenant's design, engineering, and construction of the Building and the Improvements, (2) Subtenant's Alteration, Maintenance, and Repair of the Building, all other Improvements, and other parts of the Premises, and (3) Subtenant's operation of the Building, the Improvements, and other parts of the Premises.

6.7. Controlling Erosion and Debris During Construction; Protecting Trees. During Subtenant's initial construction of the Building and other Improvements, and Subtenant's performance of all Alterations and other work on the Improvements and the Premises performed by or on behalf of Tenant (or any person claiming by, through or under Tenant), Tenant shall

6.7.1. take commercially reasonable measures to minimize erosion in, on and about the Premises,

6.7.2. take all commercially reasonable measures to minimize the dirt, dust, litter, construction materials, and debris that blow, issue, or flow from the Premises, or from construction vehicles that enter or leave the Premises, onto or into roads, storm water inlets, or any property outside the Premises, and

6.7.3. comply with all Applicable Laws, and any condition lawfully imposed by the City in its municipal capacity (as opposed to its capacity as landlord under the Master Lease) when issuing approvals required by Applicable Laws for such construction.

In addition, Subtenant shall not cut down or remove any trees on the Monument Parcel in connection with its initial construction of the Building and other Improvements without the prior written approval of the Executive Director. In its design plans submitted to the Commission for approval under Section 6.2.1., Subtenant shall identify all trees that Subtenant's proposes to cut down on the Monument Parcel in connection with initial construction of the Building and other Improvements. Subtenant shall not cut down any trees on the Monument Parcel not identified for removal in the Approved Designs. For all trees that will remain after initial construction of the Building and other Improvements under the Approved Designs, Subtenant shall, during the course of construction, maintain a protective fence or fences at the drip lines of such trees to protect such trees. Subtenant shall not permit any construction activity, including but not limited to movement of vehicles, material storage, and construction trailer placement, within the protective fencing or that might otherwise damage or injure any protected tree or its roots.

6.8. Manner of Work. Subtenant shall cause initial construction of the Improvements, including but not limited to the Building, and all subsequent Alterations, and all other work on the Improvements and the Premises performed by or on behalf of Tenant (or any person claiming by, through or under Tenant), to be performed diligently, in a good and workmanlike manner, and in compliance with all Applicable Laws.

6.9. As-Built Drawings. On or before the Sublease Ending Date, Subtenant shall deliver to the City the "as-built" plans, specifications, drawings and other documentation relating to the construction and/or physical operation of the Improvements then existing on the Premises.

ARTICLE 7
MAINTENANCE, REPAIRS, AND REPLACEMENTS

7.1. Definitions: Maintenance and Repair.

1. In this Sublease, the words "**Maintain**" and "**Maintenance**" mean all maintenance that is necessary or prudent to keep the Premises and Improvements safe, in good condition, in compliance with Applicable Laws, and in appropriate condition for the uses contemplated by this Sublease. "Maintain" and "Maintenance" include but are not limited to work that is routine, preventive, ordinary, extraordinary, foreseen, unforeseen, capital in nature, or otherwise, including but not limited to Alterations.

2. In this Sublease, the words "**Repair**" and "**Repairs**" mean all repairs, replacements, and renewals that are necessary or prudent to keep the Premises and Improvements safe, in good condition, in compliance with Applicable Laws, and in appropriate condition for the uses contemplated by this Sublease. "Repair" and "Repairs" include but are not limited to work that is routine, ordinary, extraordinary, foreseen, unforeseen, capital in nature or otherwise, including but not limited to Alterations.

7.2. Subtenant Obligated to Maintain and Repair the Premises. At all times during the Term, Subtenant shall Maintain and Repair the Premises and all Improvements (whether on the Premises or in the public right-of-way) at Subtenant's sole cost and expense and in accordance with the provisions of this Sublease. Subtenant's obligation to Maintain and Repair the Premises includes the structural and nonstructural parts of the Improvements and their plumbing, mechanical, and fire suppression systems, roofs, exterior walls, interior walls, windows, foundations, water supply systems, sewage disposal systems, heating, ventilation, air conditioning and electrical systems, and furniture installed for public use.

7.3. Landlord and City Not Obligated to Maintain or Repair the Premises. At all times during the Term, Landlord and City are not obligated to Maintain or Repair any part of the Premises or Improvements. In addition, at all times during the Term, Landlord and City are not obligated to pay for any Maintenance or Repair of or to any part of the Premises or Improvements. At all times during the Term, Landlord and City are not required to furnish any services or facilities to Subtenant, the Premises, or any part of the Premises. Subtenant expressly waives any and all rights it may have under Applicable Laws to Maintain or Repair all or any part of the Premises at the expense of Landlord or the City.

7.4. Maintenance and Repair: Alterations.

1. All Maintenance and Repairs that constitute Alterations are subject to the requirements of Article 6. In case of an emergency posing an immediate, bona fide threat of danger to the health or safety of any persons, animals, or property, however, Subtenant may perform all Maintenance and Repairs necessary to temporarily secure the Premises and prevent injury or property damage. Subtenant shall at its very first opportunity inform the City about the Maintenance or Repair and shall obtain the City's prior approval for all additional future Maintenance or Repairs that may be necessary or prudent to permanently rectify the condition causing the emergency.

2. Despite Section 6.2 above, Subtenant may replace capital items or exterior in and on the Premises with identical items without obtaining the prior approval of the City, but Subtenant must first obtain a permit from the Commission for the work.

7.5. Maintenance and Repairs: General; Litter and Snow; Graffiti; Turf and Trees. Without limiting Subtenant's obligations under Section 7.1,

1. Subtenant shall promptly Maintain and Repair all portions of the Premises and Improvements, including but not limited to all paving, benches and other public

furniture, light fixtures, fountains, and the Memorial. Subtenant shall promptly Maintain and Repair all Improvements made by or on behalf of Subtenant in or below the public right-of-way, if any, including but not limited to sidewalks and curbs.

2. Subtenant shall promptly keep the exterior portions of the Premises in clean and orderly condition, free of dirt, garbage, rubbish, overgrowth, and unlawful obstructions. Subtenant shall cause trash cans on the Premises and bagged trash on the Premises to be properly and neatly removed from the Premises at regular intervals, but not less often than once each day. Subtenant shall keep trash cans on the Premises clean and neat in appearance and prevent the emanation from them of noxious odors.

3. Subtenant shall remove graffiti from, or cover graffiti on, the Premises within five days of its application, or a shorter time as may be required by Applicable Law.

4. Without limiting the preceding provisions of this Section 7.5, Subtenant shall promptly Maintain the landscaped portions of the Premises, including but not limited to proper maintenance of all trees and shrubs growing on the Premises or planted in the public right-of-way by or on behalf of Subtenant. Subtenant shall not landscape any part of the Premises or public right-of-way, nor trim, prune, or remove any trees or shrubs on the Premises or public right-of-way, however, without obtaining the prior written approval of the City arborist. Subtenant shall plant only species of trees, flowers, vines, and other vegetations that are native to the Philadelphia region. Subtenant shall not plan any species of tree, flower, vine, or other vegetation that is identified or listed as invasive with respect to the native species of vegetation of the Delaware Valley by the Commonwealth of Pennsylvania Department of Agriculture, the National Park Service and United States Fish and Wildlife Service, or the United States Department of Agriculture (or any successor agency or department to any of them).

5. Subtenant may, at its option, propose a plan ("**Landscape Plan**") to the Commission arborist for routine maintenance of the landscaped portions of the Premises and public right-of-way. If the Commission arborist approves Subtenant's Landscape Plan, then Subtenant shall strictly comply with the Landscape Plan and Subtenant will not be obligated to obtain the prior approval of the Commission arborist for Maintenance Subtenant does in compliance with the Landscape Plan.

6. Subtenant shall employ a bonded and licensed exterminator and cause the exterminator to make regular and periodic inspections of the Premises and take whatever steps necessary for the control and extermination of vermin and rodents in, on, and about the Premises.

7.6. No Waste; Subtenant Must Repair Damages. Subtenant shall not cause or suffer any waste, damage, disfigurement or injury to the Premises. Subtenant shall promptly Repair (or cause the Repair of) every injury or damage to the Premises caused by Subtenant or any of its Contractors, licensees, invitees, or any other person, including but not limited to injury or damage caused by vandalism or malicious mischief and damage that is capital in nature.

7.7. Security. Without limiting Section 2.3, during the Term Subtenant shall take all commercially reasonable measures to keep the Premises and persons in and on the Premises safe and secure against break in, fire, acts of terrorism, and other hazards, except Subtenant shall not be obligated to do so, and need not provide security for any portion of the Premises that remains open for use as a public park nor during any Public Events. Landlord and City (in its proprietary capacity) are not obligated to provide any security for the Premises. Subtenant must promptly pay any tax or levy imposed by any governing authority under Applicable Laws in connection with the maintenance of security and fire alarm and fire suppression systems in, on, or about the Premises.

7.8. City's Option to Maintain and Repair.

1. Subtenant acknowledges and agrees that, under the Master Lease, the City may, in the City's sole discretion, perform any or all Maintenance and Repairs that may be necessary or prudent by reason of Subtenant's failure to make any Maintenance or Repairs. Nothing in this Sublease, however, creates or implies any duty on the part of the Landlord or the City to make any Maintenance or Repairs, whether capital in nature or otherwise.

2. The City's performance of any Maintenance or Repairs does not waive any default by Subtenant under this Sublease in failing to perform the Maintenance or Repair.

3. If the City elects to perform any Maintenance or Repairs, the City will not in any event be liable to Subtenant for inconvenience, annoyance, disturbance, or other damage arising from the Maintenance or Repairs performed by the City or by bringing materials, supplies and equipment onto the Premises during the course of any Maintenance or Repairs.

4. If the City elects to perform any Maintenance or Repairs under this Section 7.8, then Subtenant must promptly pay to the City as Additional Rent the actual cost of any and all Maintenance and Repairs performed by City, plus if such takeover is due to Subtenant's default and failure to perform as provided in 7.8.6 below, an administrative fee equal to 10% of the City's actual cost of the Maintenance and Repair.

5. Subject to appropriation of funds by Philadelphia City Council for the purpose of Maintenance and Repair of the Premises, Landlord will require the City to endeavor to clear snow and ice from the sidewalks along the perimeter of the Premises in keeping with the City's procedures and practices for clearing snow and ice from other sidewalks along Benjamin Franklin Parkway.

6. Anything herein to the contrary notwithstanding, City will not takeover performance of Maintenance and Repairs without Subtenant's consent, and will not charge a 10% administrative fee to Subtenant, except in the following circumstances. If City in good faith determines Subtenant's performance of Maintenance and Repairs fail to comply with Subtenant's obligations under this Sublease, Commission may give notice to Subtenant of such assertion which notice shall specify in detail the corrective action

which Commission believes is necessary to remedy the deficiency. If Subtenant does not within twenty (20) business days of receipt of such notice present Commission with reasonable evidence, that it will cure such deficiency to Commission's reasonable satisfaction, City may proceed with such takeover of Maintenance and Repairs, in which event Subtenant shall be relieved of all such obligations.

ARTICLE 8
MECHANICS LIENS

8.1. Mechanic's Liens. If any mechanics' or other lien or claim are filed against Landlord's estate or the City's estate in the Premises or the Improvements (other than for labor or material furnished or to be furnished by or at the request of Landlord or City), then Subtenant shall, at its sole cost and expense, cause the same to be discharged by payment, bond or otherwise within thirty (30) days after the date on which Subtenant receives written notice of the filing thereof. If Subtenant shall fail to cause the same to be discharged of record within such thirty (30) day period, Landlord may cause same to be discharged by payment, bond or otherwise, without investigation as to the validity thereof or as to any counterclaims, offsets or defenses thereto, and Subtenant shall repay Landlord on demand such amounts and all costs relating thereto plus 10% of those amounts and costs as an administrative fee, all as Additional Rent.

8.2. No Consent by City to Mechanics or Materialman's Lien. Nothing contained in this Sublease may be construed in any way as constituting the consent or request of Landlord or the City, express or implied, to any contractor, subcontractor, laborer or materialman for the performance of any labor or the furnishing of any materials for any specific Alteration, Maintenance, Repair or other work to any part of the Premises or public right-of-way. Nothing contained in this Sublease may be construed in any way as giving Subtenant any right, power or authority to contract for or permit the rendering of any services or the furnishing of any materials that would give rise to the filing of any lien against the interest of Landlord or the City in any part of the Premises. Subtenant and all of its Contractors are notified by this Section 8.2 that Landlord and the City each expressly do not consent to the filing of any lien against the interest of either of them in the Premises or any part of the Premises.

ARTICLE 9
INSURANCE

9.1. General. Throughout the Term, Subtenant shall procure and maintain, at its sole cost and expense, insurance of the types and minimum limits of coverage specified below (collectively, "**Insurance**"). Subtenant shall obtain the Insurance from reputable insurers who are reasonably acceptable to the Risk Manager and are authorized to do business in the Commonwealth of Pennsylvania. Subtenant shall cause all Insurance, except the Professional Liability insurance, to be written on an "occurrence" basis and not a "claims-made" basis, except as otherwise expressly provided below in this Section 9.1.

9.1.1. Workers' Compensation and Employers' Liability.

a. Workers Compensation – Statutory Limits;

b. Employers Liability:

$100,000 Each Accident - Bodily Injury by Accident;

$100,000 Each Employee - Bodily Injury by Disease;

$500,000 Policy limit - Bodily Injury by Disease;

c. Other states endorsement including Pennsylvania.

9.1.2. General Liability Insurance.

a. Limit of Liability: $1,000,000 per occurrence combined single limit for bodily injury (including death) and property damage liability; $1,000,000 personal and advertising injury; $2,000,000 general aggregate.

b. Coverage: Premises operations; blanket contractual liability; personal injury liability; products and completed operations; independent contractors; employees and volunteers as additional insured's; cross liability; and broad form property damage (including completed operations) liability; explosion, collapse and underground hazards coverage; and sexual abuse/molestation liability.

9.1.3. Commercial Automobile Liability Insurance.

a. Limit of Liability: $1,000,000 per occurrence combined single limit for bodily injury and property damage liability;

b. Coverage: Owned, hired and non-owned vehicles.

9.1.4. Professional Liability Insurance (for Subtenant's architects and engineers, and for contractors performing or completing any environmental, geotechnical or soils tests).

a. Limit of Liability: $1,000,000 per occurrence with a deductible not to exceed $10,000;

b. Coverage: errors and omissions;

c. Professional Liability Insurance may be written on a claims-made basis provided that coverage for occurrences arising out of 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 expiration of the Contract.

9.1.5. Property Insurance. "All Risk" property insurance in the amount equal to the full replacement value of the Premises with no penalty for coinsurance, including coverage during any construction or reconstruction period.

9.1.6. Builders Risk Insurance. Throughout the duration of all construction activities for initial construction of the Building and other Improvements, and all subsequent Alterations, Builders Risk Insurance shall cover the interests of the City, Landlord, Subtenant, and all Contractors, as their interest may appear, which shall insure against physical loss or damage to all property incorporated or to be incorporated in the Premises, including temporary buildings used for storage or property to be incorporated in the Premises, and shall cover reasonable compensation for contractors' or subcontractors' services or expenses required as a result of such insured loss. Such insurance shall be equal to the completed value of the construction, as the case may be, on a replacement cost basis. Such insurance shall also cover property to be incorporated into the Premises that is stored off-site and in transit.

9.1.7. Contractor's Pollution Legal Liability.

a. Limit of liability: $5,000,000 each incident/$5,000,000 aggregate for bodily injury (including death) and property damage.

b. Coverage shall include sudden, accidental, and gradual occurrence, and may be written on a claims-made basis provided that coverage for occurrences happening during the Term of this Sublease be maintained in full force and effect under the policy or "tail" coverage for a period of at least two years beginning from the time construction work under this Sublease is completed.

9.1.8. Umbrella Liability Insurance. At limits totaling $10,000,000 per occurrence when combined with insurance required under 9.1.1, 9.1.2, and 9.1.3 above.

9.2. Additional Insurance. Throughout the Term Subtenant shall promptly obtain and maintain Insurance against such other hazards, risks or perils, and in such amounts as reasonably may be requested by the City and as at the time are customarily insured against with respect to improvements similar in character, size, general location, use and occupancy to the Premises and which the City then generally requires of similar tenants of park leases.

9.3. Subtenant's Contractors' Insurance. Throughout the Term, Subtenant shall cause all of its Contractors to promptly secure and maintain sufficient insurance of the types and limits set forth above, except the Property and Builders Risk insurance, and as otherwise reasonably required by the City.

9.4. Landlord and City Must Be Named as Additional Insureds. Subtenant shall cause Landlord and the City to be named as additional insureds on all policies required under this Sublease except the Workers Compensation, Employers' Liability, Property Insurance, and Professional Liability policies. Subtenant shall cause all Insurance policies to include an endorsement stating that the coverage afforded Landlord and the City as additional insureds is primary to any other coverage available to either of them.

9.5. Certificates of Insurance. Subtenant shall cause certificates of insurance that clearly reference this Sublease and show that Subtenant has obtained the required Insurance to be submitted to (1) the Executive Director at the address for giving notice to the Executive Director set forth below in Section 19.1, and (2) the Risk Manager. Subtenant shall cause the certificate of insurance to be delivered as provided above on or before the Commencement Date of this Sublease. Subtenant shall furnish, or cause its insurers to furnish, to the Executive Director and the Risk Manager, certified copies of the original policies of all Insurance required under this Sublease at any time within thirty (30) days after written request by Landlord or the City.

9.6. Insurance Not A Limitation. The types and amounts of Insurance required in this Article 9 do not modify, limit or reduce Subtenant's indemnifications of Landlord and the City under this Sublease; nor do they limit the Subtenant's liability under this Sublease to the limits of the policy(ies) of Insurance.

9.7. Notice of Change, Cancellation, Non-Renewal, or Lapse. Subtenant shall cause all insurance policies to provide for at least thirty (30) days prior written notice to be given to the Landlord and the Risk Manager in the event the coverage is materially changed, canceled, not renewed, or scheduled to expire or lapse. At least ten (10) business days prior to the expiration of each policy, Subtenant shall deliver, or cause to be delivered, to Landlord and the Risk Manager, a certificate of insurance evidencing the replacement policy(ies) that must become effective immediately upon the termination of the previous policy(ies).

9.8. Landlord and City Not Limited In Proof of Damages. If Subtenant fails to obtain and maintain the Insurance, or fails to cause its Contractors to obtain and maintain the Insurance, then the Landlord and the City are not limited to the amount of the premium or premiums not paid or incurred and that would have been payable upon such Insurance in the proof of any damages that either of them may claim against Subtenant or against any other person or entity. Rather, Landlord and the City are entitled to recover as damages for Subtenant's failure the uninsured amount of any loss, damages and expenses of suit and costs, including without limitation reasonable cancellation fees, suffered or incurred during any period when Subtenant shall have failed or neglected to obtain or maintain the required Insurance.

9.9. Monument. Subtenant shall not be obligated to insure the Monument, as the same is the sole property of City, and the City may insure or self-insure the risk of loss or damage to the Monument. Subtenant shall not have any obligation to repair or restore the Monument, should the same be damaged or destroyed, anything in this Sublease to the contrary notwithstanding.

9.10. Application of Insurance Proceeds. Any loss under any policy of insurance that Tenant is required to obtain and maintain under this Sublease shall be adjusted solely by Tenant. Landlord may require the City to hold all insurance money paid on account of damage to or destruction of the Premises, where the loss exceeds $2,000,000 less the actual cost, fees and expenses, if any, incurred in connection with the adjustment of the loss, to be released to Tenant to apply to either

9.10.1. payment of the cost of the Repairs or Alteration of the Premises and Improvements in accordance with Section 11.2, including without limitation the cost of

temporary Repairs to the Premises pending the completion of permanent Repairs or Alterations, or

9.10.2. removal of the Improvements and restoration of the Premises in accordance with Section 11.1.

All remaining proceeds, if any, will be the property of the Subtenant.

9.11. Subtenant Must Not Act in Manner That Voids or Suspends Insurance. Subtenant shall not do or permit any act, matter, or thing that causes or gives rise to, directly or indirectly, all or any of the Insurance to be voided or suspended, or that increases the risk or hazard of fire in or on the Premises.

9.12. No Concurrent Insurance. Subtenant shall not obtain or maintain, or permit its Contractors to obtain or maintain, separate insurance that, (1) relates to the Premises and is concurrent in form or contributing, in the event of loss, with the Insurance, or (2) increases or permits to be increased the amounts of any then-existing Insurance relating to the Premises by securing an additional policy or policies, without in each instance of (1) or (2) including Landlord and the City as additional insureds. Subtenant shall immediately notify Landlord and the City whenever Subtenant or its Contractors obtain separate insurance, and Subtenant shall deliver or cause its Contractors to deliver to Landlord and the City certificates of insurance in accordance with Section 9.5 above and, promptly following request by Landlord or the City, certified copies or duplicate originals of such policies.

ARTICLE 10
LIABILITY FOR PREMISES; INDEMNIFICATION; RELEASE

10.1. Subtenant Has Exclusive Care Custody and Control of Premises.

10.1.1. From and after the Commencement Date and throughout the Term, subject only to City's title to the Premises, Subtenant has exclusive possession, care, custody and control of the Building, including any Right-of-Way Improvements, and the Building Parcel, and the Improvements in, on, and under the Building Parcel.

10.1.2. From and after the Commencement Date and throughout the Term, subject only to City's title to the Premises, Subtenant has possession, care, custody and control of the Monument Parcel, including the Monument and other Improvements on it, subject to the reserved right of the Commission in accordance with this Sublease to issue a permit or license to third parties to hold Public Events, and to the rights of the public to use and enter upon those portions of the Monument Parcel which remain open as public space.

10.1.3. Subtenant anticipates that its design for the Building may include (but is not obligated to include), subsurface Improvements that go in areas located in the public right-of-way ("**Right-of-Way Improvements**") (1) under sidewalks along the Benjamin Franklin Parkway and/or Arch Street adjacent to the Premises, and/or (2) under the Monument Parcel. Any Right-of-Way Improvements that Subtenant constructs are part of and extensions of the Building Subtenant constructs on the Building Parcel. Subtenant shall obtain all necessary approvals required by Applicable Laws for any design that contains Right-of-Way

Improvements. Upon Subtenant obtaining all necessary approvals for the Right-of-Way Improvements under Applicable Laws, the description of the Premises will be deemed modified to include the Right-of-Way Improvements. Any modification of or addition to the Premises description to include the Right-of-Way Improvements does not require an amendment to this Sublease or to the Master Lease, but will be automatically effective when Subtenant obtains the final approval required under Applicable Laws to construct the Right-of-Way Improvements. Nevertheless, upon the written request of Landlord or Subtenant, the parties shall enter into a confirmatory instrument, reasonably acceptable to both parties, and in recordable form, to evidence and memorialize the modification of the Premises description to include the Right-of-Way Improvements. If Subtenant obtains those necessary approvals, then any Right-of-Way Improvements will be under Subtenant's exclusive possession, care, custody and control for the duration of Subtenant's right to possess, use, and occupy those spaces, and will be deemed to be part of the Building.

10.1.4. From and after the Commencement Date, and throughout the Term, subject to the terms of this Sublease (including without limitation Landlord's and City's obligations, if any, and those of third parties in connection with Public Events and the rights of the public to use those portions of the Monument Parcel which remain open as public space), Subtenant is fully and solely responsible and liable for the condition, construction, improvement, Maintenance, Repair, operation, and management of and to the Premises, all Improvements on the Premises, and all Alterations of and to the Premises.

10.2. Indemnification. Subtenant shall promptly indemnify, defend and hold harmless Landlord and the City from and against any and all claims, liabilities, losses, suits, actions, damages, and expenses (including but not limited to attorneys' fees and litigation costs), 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, in whole or in part, as a result of: (1) any act or omission of Subtenant or Subtenant's Constituent Agencies, Contractors, licensees, and guests, and Subtenant's subtenants (if any); (2) Subtenant's use, operation, occupancy, Alteration, Maintenance, or Repair of any part of the Premises; or (3) Subtenant's exercise of any right and or performance of any obligation under or pursuant to this Sublease; (4) the condition of the Premises or any part of the Premises.

10.3. Defense. If any action or proceeding is brought against Landlord and the City, or either of them, relating to any matter for which Subtenant has indemnified Landlord and the City, then upon written notice from Landlord or the City, as the case may be, Subtenant shall, at its sole cost and expense (including without limitation attorneys fees and litigation costs), resist or defend the action or proceeding by counsel approved by the City Solicitor of the City in writing; except that

1. no approval of counsel is required in each and every instance where the claim or proceeding is resisted or defended by counsel of an insurance carrier obligated to resist or defend the claim or proceeding, and

2. Landlord and the City may each engage at their respective expense their own counsel to participate in the defense of any such claim or proceeding.

10.4. Release. In consideration of the rights granted to Subtenant under this Sublease, Subtenant, for itself and its trustees, officers, employees, representatives, agents, Constituent Agencies, and Contractors (collectively, the "**Releasing Parties**"), and any person claiming by, through, or under Subtenant or any of the Releasing Parties, releases and forever discharges Landlord and the City (acting officially or otherwise), from any and all, and all manner of, claims, liabilities, actions and causes of action, suits, and demands whatsoever in law or in equity (collectively, "**Claims**") that Subtenant or any of them may have against Landlord and the City, or either of them, relating in any way whatsoever, directly or indirectly, to **(1)** this Sublease and or the Premises; and or **(2)** the existence, condition, operation, use or occupancy of any part(s) of the Premises by Subtenant or any of the Releasing Parties. Subtenant voluntarily and knowingly assumes all risk of loss, damage and injury, including death, that may be sustained by Subtenant or any person claiming by, under or through Subtenant or any of the Releasing Agencies, and the public in general, in connection with the Premises.

10.5. Survival of Provisions. Without limiting the generality of Section 22.6, the provisions of Section 10.2, Section 10.3, and Section 10.4 survive the Sublease Ending Date.

10.6. Indemnity for Environmental Matters.

10.6.1. Without limiting the generality of Subtenant's obligations under Section 10.2, Subtenant shall promptly indemnify, defend (by counsel of an insurance carrier obligated to resist or defend such claim or by other counsel reasonably acceptable to Landlord and the City) and hold harmless Landlord and the City 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, arising from, related to, or in connection with, the death of or injury to any person or damage to any property whatsoever, or any fine or penalty whatsoever imposed by any governmental authority having jurisdiction under any Applicable Laws, arising from or caused in whole or in part, directly or indirectly, by (1) the presence in, on or under the Premises or any of the Improvements of any Hazardous Substance that was first introduced to the Premises during the Term of this Sublease, (2) any discharge or release of any Hazardous Substance in or from the Premises or any Improvements during the Term, (3) Subtenant's failure to comply with its covenants under Section 2.11, or (4) any Hazardous Substance, or material containing Hazardous Substance, that was part of the Improvements existing on the Effective Date. This Section 10.6.1 does not apply to any Contamination in, on or under the Premises prior to the Commencement Date unless the condition of the Contamination is altered or otherwise affected after the Commencement Date by a person or entity other than Landlord or the City.

10.6.2. Costs Included: Survival. The indemnity obligations created under Section 10.6.1 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 or any of the Improvements. Without in any way limiting the provisions of Section 22.6 below, the provisions of this Section 10.6 survive the expiration or earlier termination of this Sublease.

ARTICLE 11
DAMAGE BY FIRE OR OTHER CASUALTY

11.1. Material Destruction. If during the Term the Premises become substantially or totally destroyed so that Subtenant will not be reasonably able to use the Premises for the uses set forth in this Sublease within a period of eighteen (18) months after the damage ("**Material Destruction**") Subtenant shall promptly notify the City in writing.

11.1.1. Following any Material Destruction, Subtenant may at its option terminate the Sublease by delivering written termination notice to Landlord and the City. If Subtenant does not deliver written notice to Landlord and the City of Subtenant's election to terminate or continue this Sublease within 60 days following the Material Destruction, then Subtenant is deemed to have elected to continue this Sublease and Subtenant shall Repair the Premises and Improvements in accordance with Section 11.2. Landlord shall require the City to make available to Subtenant any property insurance proceeds received by the City as a result of the Material Destruction and that are needed to pay the reasonable costs of the restoration by Subtenant, based on evidence provided by Subtenant and reasonably satisfactory to the City.

11.1.2. If Subtenant elects to terminate this Sublease following any Material Destruction, then

1. in accordance with the requirements applicable to Subtenant under Article 6 regarding Alterations, Subtenant shall promptly remove the damaged Improvements (including damaged Improvements in the public right-of-way) and restore the Premises (and public right-of-way, as the case may be) to safe, attractive, and usable public park space to the reasonable satisfaction of the Executive Director; and

2. upon Subtenant's completion of the restoration under Section 11.1.2 to the reasonable satisfaction of the Executive Director, this Sublease will terminate.

11.2. Partial Destruction. If the Premises are damaged but can reasonably be rebuilt or repaired for Subtenant's use under this Sublease within eighteen (18) months from the date of the damage ("**Partial Destruction**"), or a Material Destruction occurs and this Lease is not terminated, Subtenant shall promptly notify the City in writing. Following any Partial Destruction, or Material Destruction and this Lease is not terminated, this Sublease will continue in effect and Subtenant shall promptly Repair the Premises and Improvements, including Improvements in the public right-of-way. In accordance with Section 9.10 above, to the extent applicable, Landlord will require the City will hold the insurance proceeds from the Property Insurance required under Section 9.1.5 above. Subtenant must request directly to the City release of the Property Insurance proceeds to Subtenant or Subtenant's Contractors. Landlord may require that Subtenant's request for release of Property Insurance proceeds must be accompanied by detailed invoices for Repairs completed to the satisfaction of the City and other by other documents requested by the City. Subtenant's Repair of the Premises and Improvements following Partial Destruction or Material Destruction is subject to the provisions of Article 6 regarding Alterations. During the last year of the Term Subtenant shall have sole discretion about whether to Repair the Premises and Improvements following any Partial Destruction. If Subtenant elects not to Repair the Premises following Partial Destruction during the last year of the Term, Subtenant shall promptly remove the damaged portion of the Premises and Improvements and restore the remaining portion of Premises and Improvements to make the Premises and Improvements safe, attractive, and usable as a public park.

ARTICLE 12
CONDEMNATION

12.1. Condemnation. Subtenant acknowledges and agrees that if a portion of the Premises are taken under condemnation proceedings or by eminent domain, and the remaining portion of the Premises cannot be reasonably adapted and feasibly operated for the use permitted by this Sublease, as a Memorial Park and for Subtenant Events then either the City or Subtenant may, at City's or Subtenant's sole discretion, terminate the Lease or Sublease as of the date when the taking becomes final and unappealable, and upon such termination this Sublease will also terminate. If neither party elects to so terminate the Lease, the Lease will continue as to the remaining portion of the Premises, under which this Sublease will also continue as to the remaining portion of the Premises. If all the Premises are taken under condemnation proceedings or by eminent domain, then this Sublease will terminate as of the date the taking becomes final and unappealable. If this Sublease is not so terminated, the condemnation award shall first be applied to restoration of the Premises, and be made available to Subtenant for such proposes.

12.2. Compensation. The compensation awarded in or by reason of the condemnation of some or all the Premises and not used for restoration shall be paid to City, Landlord, and Subtenant in accordance with the manner in which they are entitled to the same under Applicable Law. Subtenant shall be entitled to separately claim compensation from the condemning authority for the value of its Improvements and Alterations (considering that title to certain of the Improvements will vest in the Landlord upon the Sublease Ending Date), but City first and Landlord second shall be entitled to compensation for the value of leasehold estate taken, and any remaining award for the subleasehold estate shall be paid thirdly to Subtenant for the value of its subleasehold estate.

12.3. Subtenant's Moving Expenses. Notwithstanding the provisions of Section 12.2 above, Subtenant may make a claim against the condemnor for moving and related expenses (if applicable) that are payable to tenants under Applicable Laws.

ARTICLE 13
NO SUBLEASES OR ASSIGNMENTS; CONTRACTORS

13.1. Sublease and Assignment Prohibited.

1. Subtenant shall not sublease, assign, transfer, mortgage, pledge, or otherwise encumber (collectively, "**Assign**"; each an "**Assignment**") this Sublease or Subtenant's leasehold estate in the Premises, either in whole or in part, without on each occasion first obtaining the prior written consent of Landlord and of the Commission, which the Landlord and Commission may each withhold in their sole discretion and for any reason or no reason, except Subtenant may make a Permitted Transfer (defined below) without the necessity of obtaining such consents. Any Assignment by Subtenant in violation of this Section 13.1.1 is void.

2. If the Landlord and Commission approve any Assignment, or upon any Permitted Transfer, then Subtenant shall, nevertheless, remain liable for the performance

of its agreements and obligations under this Sublease. As a condition precedent to the effectiveness of any Assignment approved by Landlord and the City, Subtenant must cause each subtenant, assignee, or transferee, as the case may be, to execute and deliver to Landlord and the City an assumption of liability agreement, in form satisfactory to Landlord and to the City, including without limitation ratification of and agreement to be bound by all of the provisions of this Sublease. If any sublessee, assignee, or transferee fails or refuses to execute and deliver an assumption of liability agreement within 15 days following Landlord and the City's approval of the Assignment, then the Assignment is void.

3. Notwithstanding the foregoing provision of this Article 13, Subtenant may Assign this Sublease, or enter into sub-subleases, or other use or occupancy agreements (each a "**Permitted Transfer**") with a Constituent Agency, without the need for obtaining consent of the City, Landlord or Commission, so long as the guaranty of this Lease by the Jewish Federation of Greater Philadelphia remains in effect. Subtenant shall notify the City in writing at least 45 days before consummating any Permitted Transfer.

13.2. Consent to Sublease Does Not Waive Compliance. Any consent by the Landlord and Commission to an Assignment is not a waiver of Subtenant's strict future compliance with the provisions of this Article 13 or a release of Subtenant from Subtenant's obligation to fully perform the provisions of this Sublease.

13.3. Subtenant May Contract For Services and Materials. Despite Section 13.1.1, Subtenant may hire one or more Contractors to provide goods, services, and materials to meet Subtenant's obligations under this Sublease. Any violation of the provisions of this Sublease by any Contractor is a violation of this Sublease by Subtenant.

ARTICLE 14
SUBTENANT'S RECORDS; ANNUAL REPORTS; CORPORATE DOCUMENTS

14.1. Books and Records. Subtenant shall keep complete and accurate books of accounts, financial records, and other records (collectively, "**Books and Records**") within the City of Philadelphia relating to Subtenant's use and occupancy of the Premises and Subtenant Events. Subtenant must maintain its Books and Records in accordance with generally accepted accounting principles consistently applied.

14.2. Landlord and City May Audit. Subtenant agrees to promptly permit Landlord or the City, or their respective duly authorized representatives, to inspect and audit all of Subtenant's Books and Records and Subtenant's affairs at all reasonable times at the Premises, the City's offices, or other place Landlord or the City may reasonably require.

14.3. Subtenant's Reports. Following the end of each calendar year after the Commencement Date during the Term, upon not less than ninety (90) days prior written request from Landlord, and on or before 90 days following the Sublease Ending Date, Subtenant must submit to the City a report that includes

1. a description of Alterations, if any, undertaken by Subtenant on or with respect to the Premises,

2. a detailed income and expenses statement pertaining to operations of the Premises for Subtenant's most recently completed fiscal year,

3. annual financial statements of Subtenant, (which may be consolidated reports) either certified by an officer of Subtenant as accurate, or audited by a certified public accountant, and

4. all supplemental reports, documents, records, and other information that the City may reasonably require pertaining to the Premises.

14.4. Subtenant's Corporate Documents. Subtenant represents and warrants that copies of its Corporate Documents are attached as **Exhibit I** to this Sublease and that the copies are true, correct, complete and current as of the Effective Date. If any of Subtenant's Corporate Documents changes before the Commencement Date, then as a condition precedent to the Commencement Date Subtenant must provide a copy to Landlord and the City of Subtenant's updated or new Corporate Document.

14.5. Reports to City. Throughout the Term, Subtenant shall upon written request promptly provide to the City copies of all of Subtenant's annual federal and state tax returns or reports. Throughout the Term, Subtenant shall promptly upon written request provide to the City copies of all audits of Tenant's finances.

ARTICLE 15
PHILADELPHIA HOME RULE CHARTER AND PHILADELPHIA CODE REQUIREMENTS: NON-INDEBTEDNESS; NON-DISCRIMINATION; MACBRIDE PRINCIPLES ON BUSINESS WITH NORTHERN IRELAND

15.1. Non-Discrimination. This Sublease is entered into under the provisions of the Lease, which was entered into under the provisions of the City of Philadelphia Home Rule Charter. Therefore, Subtenant acknowledges and agrees that this Sublease is also subject to the provisions of the Home Rule Charter. In Subtenant's use of the Premises and exercise of its rights under this Sublease, Subtenant must not discriminate or permit discrimination against any person because of race, color, religion, national origin, sex, sexual orientation, or gender identity. In the event of such discrimination, and without limiting the Landlord's remedies under this Sublease for an Event of Default under this Sublease by Subtenant, Landlord may terminate this Sublease immediately.

15.2. Non-Indebtedness. By executing this Sublease, Subtenant represents and certifies that Subtenant and Subtenant's parent company(ies), subsidiary(ies), and affiliate(s), if any, and each of Subtenant's directors and officers, are not currently indebted to the City and will not at any time during the Term be indebted to the City 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), liens, judgments, fees or other debts for which no written agreement or payment plan satisfactory to the City has been established. In addition to any other rights or remedies available to the City under the Master Lease, this Sublease, at law and or in equity, Subtenant acknowledges that any breach or failure to conform to this certification may, if the breach or

failure is not resolved to the City's satisfaction within a reasonable time frame specified by the City in writing, result in the termination of this Sublease for default (in which case Subtenant is be liable for all excess costs and other damages, including but not limited to those set forth in Article 17 of the Sublease, resulting from the termination). Nothing set forth in this Article limits the generality of Article 17.

15.3. Non-Indebtedness of Subtenant's Contractors. Subtenant must cause it Contractors to be bound by the provision below (for example, by inserting the provision into a written agreement between Subtenant and its Contractors). Subtenant must cooperate fully with the City in the City's exercise of the rights and remedies described below or otherwise available at law or in equity:

> Contractor (or subcontractor, as the case may be) represents and certifies that contractor and contractor's parent company(ies) and subsidiary(ies) are not currently indebted to the City of Philadelphia ("City") and will not at any time during the "Term" of Subtenant's Sublease with the City be indebted to the City 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), liens, judgments, fees or other debts for which no written agreement or payment plan satisfactory to the City has been established. In addition to any other rights or remedies available at law or in equity, contractor acknowledges that any breach of or failure to conform to this certification may, at the option of City and City's direction to Landlord, result in the termination of the Sublease (in which case contractor will be liable for all excess costs and other damages resulting from the termination).

the "Fair Practices Ordinance" (codified in the Philadelphia Code, at Chapter 9-1100)

15.4. Exclusionary Organizations.

1. In accordance with Chapter 17-400 of the Philadelphia Code, 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 Article 17, a substantial breach of this Sublease entitling Landlord, at the direction of the City, to all rights and remedies provided in this Sublease or otherwise available in law or equity.

2. Subtenant agrees to include the immediately preceding paragraph, with appropriate adjustments for the identity of the parties, in all contracts and subcontracts that are entered into for work to be performed under this Sublease.

3. Subtenant further agrees to cooperate with the Commission on Human Relations of the City 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. Subtenant's failure to so cooperate is, without limiting the generality of Article 17, a substantial breach of this Sublease entitling the Landlord to all rights and remedies provided in this Sublease or otherwise available in law or equity.

15.5. No Prohibited Gifts to City Officials.

1. Subtenant and its Contractors 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.

2. 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.

15.6. Memorial Park Not A Violation. Subtenant's construction of the Building and related Improvements, creation of the Memorial Park, and Subtenant's permitted use of the Premises in accordance with this Sublease, is not a violation of the provisions in this Article 15 prohibiting discrimination.

ARTICLE 16
QUIET ENJOYMENT; LANDLORD AND CITY RIGHT TO ENTER AND INSPECT PREMISES

16.1. Quite Enjoyment. So long as Subtenant **(1)** promptly pays the Rent, Additional Rent, and all other Assessments, costs, expenses, charges, and fees that Subtenant is required to pay under this Sublease within the respective times required for payment, and **(2)** strictly complies with all the provisions of this Sublease, then Subtenant may peaceably and quietly hold and enjoy the Premises for the Term without hindrance or interruption by Landlord or the City or anyone lawfully claiming through either of them. Subtenant's peaceable and quiet enjoyment of the Premises under this Section 16.1 is subject to all the provisions of this Sublease, including but not limited to the Landlord's and City's right to enter and inspect the Premises provided in Section 16.2 below.

16.2. Landlord and City Right to Enter Premises. Subtenant shall permit Landlord and the City to enter and traverse the Premises as a member of the public. Subtenant shall also permit the City to enter the Premises at any time as may be necessary or prudent for City to perform its governmental functions. In addition, Subtenant must permit Landlord and the City, and any persons authorized by either of them, to enter all areas of the Premises, including but not limited to the Improvements, at all times for the purposes of, but not limited to:

1. inspecting the Premises in order to determine whether Subtenant has complied or is complying with the provisions of this Sublease;

2. carrying out any purpose necessary, incidental or connected to the performance of Landlord's obligations or exercise of Landlord's rights under this Sublease;

3. making any Repairs or performing any Maintenance or other work on the Premises as provided in Article 7 above.

16.3. Locks and Keys or Immediate Repair by Subtenant. Subtenant shall either:

1. promptly give the Commission two copies of all keys and alarm security codes necessary to obtain access to the Premises or Improvements on the Premises (for instance and not as limitation, any equipment room or panels serving the fountain); or

2. ensure that its personnel or Contractors are available at all times in the event of an emergency at the Premises to perform immediate Repairs or other actions to safeguard persons and property.

16.4. New Locks and Keys. If Subtenant elects to give the Commission copies of keys and alarm security codes under Section 16.3.1, then Subtenant shall not change the locks or alarm security codes on or for the Premises without the prior approval of the Executive Director. If the Executive Director approves Subtenant's request to change any locks or alarm security codes, then upon changing those locks or alarm security codes Subtenant shall promptly provide the Commission with three copies of the keys for the new locks and the new alarm security codes.

ARTICLE 17
DEFAULT BY SUBTENANT; CITY'S REMEDIES

17.1. Events of Default. Subtenant will commit an "**Event of Default**" under this Sublease if:

1. Subtenant fails to pay any Additional Rent within fifteen (15) business days of the date the Landlord delivers to Subtenant written notice that the Additional Rent is past due. If Subtenant in good faith disputes any such amount is due and within such fifteen (15) day period pays the undisputed amount and notifies Landlord of Subtenant's dispute of the balance, no Event of Default shall arise until a final unappealable order of a court of competent jurisdiction is entered, and Subtenant fails to pay the amount adjudged finally and unappealable to be due with fifteen (15) days after receipt of notice of such final, unappealable judgment;

2. Subtenant fails to comply in all material respects with the provisions regarding Subtenant's use of the Premises under Article 2 of this Sublease and such misuse continues for a period of thirty (30) days after the date on which Landlord delivers to Subtenant a written notice thereof, except if such misuse is due to use or activities in connection with a Public Event, or by members of the public, or a reserved

use of the City, Landlord or the Commission, the same shall not constitute an Event of Default by nor be imputed to Subtenant, and if the same is caused by misuse of guests or invitees attending a specific Subtenant Event which Subtenant Event is of a nature permitted under this Sublease, it shall not constitute the Event of Default by Subtenant nor be imputed to Subtenant (provided Subtenant shall use commercially reasonable efforts to minimize such misuse by invitees and guests during its Subtenant Events).

3. Subtenant fails to comply with any provision of this Sublease, and Subtenant fails to cure its default on or before forty-five (45) days after the Landlord gives written notice to Subtenant of the default provided, however, that if the failure is of a nature that it is not reasonably susceptible of cure within such forty-five (45) day period, then Subtenant shall have additional reasonable time to effect a cure so long as Subtenant promptly commences efforts to cure and uses diligent and good faith efforts to prosecute the cure to completion.

4. Subtenant either

a. files, or has filed against it, a petition under any federal or state statute of bankruptcy or for arrangement, composition, reorganization or other relief concerning its indebtedness, and is the case of an involuntary filing the same is not stayed or dismissed within 120 days,

b. makes an assignment for the benefit of creditors,

c. is adjudicated bankrupt or declared insolvent by the decree of a court of competent jurisdiction,

d. initiates any proceedings for, or consents to, the appointment of a receiver or similar official of its assets, or if any such proceeding is initiated against it, and any such proceeding or receivership continues unstayed and in effect for a period of sixty (60) days, or

e. admits in writing its inability to pay its debts generally as they become due, or

f. takes any action in contemplation of any of the foregoing;

5. If Subtenant is a non-profit corporation, Subtenant's status as a non-profit corporation under Section 501(c)(3) of the United States Internal Revenue Code is revoked.

17.2. Landlord's Remedies. If Subtenant commits an Event of Default, then the Landlord may do one or more of the following:

1. bring legal action to recover all Rent and Additional Rent then due and payable;

2. declare the Sublease immediately terminated and upon the termination Subtenant shall immediately vacate the Premises and remove Subtenant's property from the Premises in accordance with Article 18 below;

3. suspend the Sublease and Subtenant's right to use some or all of the Premises;

4. bring legal action to repossess the Premises;

5. seek an order for declaratory judgment, specific performance, injunction, or other equitable relief;

6. bring legal action against Subtenant to recover damages (excluding consequential damages) suffered by Landlord and the City arising out of Subtenant's default, but not accelerate Additional Rent;

7. exercise all rights and remedies available to the Landlord at law or in equity, except as expressly limited above.

17.3. Additional Remedies: Re-Entry. In addition to the Landlord's remedies under Section 17.2 above, if the Landlord terminates this Sublease following an Event of Default by Subtenant, the Landlord may enter and re-enter and possess the Premises, and the Landlord may in the Landlord's sole discretion let or re-let some or all of the Premises .

17.4. Subtenant Waives Notice. Except for notices of default under this Article 17, Subtenant expressly waives, so far as permitted by law, the service of any notice of the Landlord's intention to enter or re-enter the Premises provided for in any current or future Applicable Law, or of the Landlord's institution of legal proceedings to that end. Subtenant, for itself and all persons claiming by, through or under Subtenant, also waives any and all right of redemption, re-entry, or re-possession or to restore the operation of this Sublease in case Subtenant is dispossessed by a judgment or by warrant of any court or judge or in case of entry, re-entry or re-possession by Landlord.

17.5. Landlord Does Not Waive Subtenant's Strict Compliance; No Waiver Except By Writing.

1. The Landlord does not waive Subtenant's compliance with any provision of this Sublease or any breach of this Sublease by Subtenant or any Event of Default regardless of whether the Landlord (1) fails to insist upon Subtenant's strict performance of any provision of this Sublease, (2) fails to exercise any right or remedy following an Event of Default, (3) accepts full or partial Rent or Additional Rent during the continuance of any breach of this Sublease by Subtenant or during the continuance of any Event of Default.

2. The Landlord will not waive, alter, or modify any provision of this Sublease applicable to Subtenant or waive any breach of this Sublease by Subtenant or Event of Default except by a written agreement executed by the Landlord. No waiver by the Landlord of any breach of this Sublease by Subtenant or of any Event of Default will

affect or alter this Sublease, but each and every provision of this Sublease will continue in full force and effect with respect to any other then-existing or subsequent breach of this Sublease by Subtenant or Event of Default.

17.6. Subtenant Liable for Landlord's Costs. Subtenant is liable for and must promptly pay upon demand all of the Landlord's costs, charges and expenses, including the reasonable fees of counsel, agents and others retained by Landlord (or, if Landlord uses its own employees for such services, the amount that Landlord would have paid had it engaged the services of outside counsel or others) incurred by Landlord in **(1)** in any litigation that Subtenant causes Landlord to become involved in, and **(2)** in connection with any successful action brought by Landlord to enforce any right or remedy against Subtenant following an Event of Default.

17.7. Landlord's Remedies Are Cumulative. The Landlord's rights and remedies under this Sublease are not exclusive of each other. Rather, the Landlord's rights and remedies under this Sublease are cumulative and in addition to every other right and remedy the Landlord may have at law, in equity, or by statute. Landlord may exercise its rights and remedies under this Sublease singly, in any combination, and more than once.

ARTICLE 18
SURRENDER OF PREMISES; HOLDOVER TENANCY

18.1. Subtenant Must Surrender Premises. On the last date of the Term, or upon the earlier termination of this Sublease, Subtenant shall promptly remove its personal property and surrender and deliver up the Premises to the possession and use of Landlord without objection or delay, in good order, condition and repair, free and clear of all lettings and occupancies, and free and clear of all liens and encumbrances and broom clean.

18.2. Subtenant Must Remove Improvements.

1. Without limiting, and subject to, Section 6.4.3, if within sixty (60) days after the Sublease Ending Date Landlord directs Subtenant in writing, then Subtenant shall promptly raze the Improvements, clear the Premises of debris and rubble, restore the Premises to open park space with landscaping reasonably satisfactory to the Executive Director, and return to Landlord possession of the Premises. If Landlord does not direct Subtenant within 60 days after the Sublease Ending Date to raze the Improvements and restore the Premises, then title to the Improvements will automatically vest in the City at the end of the 60-day period without the need for any party to execute any instrument or other document, but Subtenant shall execute such appropriate documentation as may be reasonably requested by Landlord to confirm the transfer of title to the Improvements to the City. Subtenant's obligation under this Section 18.2 survive the Sublease Ending Date.

2. Subtenant waives any claim, and may not make any claim, against the Landlord or the City for Subtenant's costs or expenses relating to removal of any Improvements, and Subtenant shall promptly repair all damage to the Premises caused by Subtenant's removal of the Improvements.

3. If Subtenant fails to remove any of its personal property or any of the Improvements on or before ninety (90) days from the Sublease Ending Date, then the Landlord (or the City under the Master Lease) may do any or all of the following:

a. deem the personal property and the Improvements to have been abandoned by Subtenant;

b. retain the personal property and Improvements as the Landlord's own property;

c. dispose of some or all of Subtenant's personal property and Improvements without accountability to Subtenant, in such manner as Landlord may see fit, including but not limited to selling such property and Improvements and retaining the proceeds or demolishing and removing such property and Improvements.

4. If under Section 18.2.3.c above the Landlord (or the City under the Master Lease) elects to remove the Subtenant's personal property and/or the Improvements from the Premises, Subtenant shall promptly reimburse the Landlord (or City, as the case may be) for all costs of removal and restoration of the Premises upon demand from Landlord (or the City, as the case may be).

18.3. Landlord Not Responsible for Loss or Damage to Property. Landlord is not responsible for any loss or damage occurring to any property owned by Subtenant or any sub-subtenant.

18.4. Hold Over Tenancy. If, without the execution of a new lease or a written extension of this Sublease, Subtenant, with or without the consent of Landlord, holds over and continues to occupy, possess, or use the Premises after the Sublease Ending Date, then Subtenant will be deemed to occupy the Premises under a month-to-month holdover tenancy subject to fair market rent (payable in advance on the first day of each month), which tenancy the Landlord may terminate upon 30-days written notice. During any month-to-month holdover tenancy, Subtenant shall occupy and use the Premises in strict compliance with all the provisions of this Sublease (other than those in Article 3 relating to the Term).

18.5. Holdover Provision Survives. Without limiting the generality of Section 22.6 below, the provisions of this Article 18 shall survive the Sublease Ending Date.

ARTICLE 19
NOTICES

19.1. Manner of Notice.

1. All notices, requests, and other communications required under this Sublease ("**Notices**"; each a "**Notice**") must be in writing and must be sent by (1) United States registered or certified mail, return receipt requested, postage prepaid, (2) hand delivery with receipt obtained, or (3) by a nationally recognized overnight courier service providing receipted proof of delivery.

2. Each Notice must be addressed as set forth below or addressed to such other individual or official and or address as the party to receive Notice may from time to time designate by Notice to the other party in the manner described above:

A. If intended for City:

B. Executive Director
Fairmount Park
One Benjamin Franklin Parkway
1515 Arch Street – 10th Floor
Philadelphia, PA 19102

C. with a copy to:

D. City Solicitor
City of Philadelphia Law Department
One Parkway Building – 17th Floor
1515 Arch Street
Philadelphia, PA 19102

E. If intended for the Subtenant:

F. The Philadelphia Holocaust Remembrance Foundation, Inc.
c/o Jewish Federation of Greater Philadelphia
2100 Arch Street
Philadelphia, Pennsylvania 19103

G.	**with a copy to:**	**H.** Joseph S. Finkelstein, Esquire Blank Rome, LLP One Logan Square 130 N. 18th Street Philadelphia, PA 19103-6998

19.2. Timing of Notice Received. Notice given in the manner required under Section 19.1 will be deemed to have been received upon delivery or upon refusal to accept delivery.

ARTICLE 20
APPROVALS BY CITY; SUBMISSIONS TO CITY; EFFECT OF CITY APPROVALS

20.1. Approvals by City. Except where the provisions of this Sublease explicitly require separate approvals by both Landlord and City, any approval granted by City shall be deemed approval by Landlord. Wherever this Sublease requires the approval of both Landlord and City, Subtenant may submit the matter requiring such approval simultaneously to Landlord and City. Any approval consent, review , or permission granted, given or conducted by the Commission or the Executive Director or the Executive Director's designee under Section 20.3 below, shall be deemed to be an approval, consent, permission and/or review (as the case may be) by City and Landlord, and be valid and binding upon them.

20.2. Enforcement by City. Subtenant acknowledges and agrees that all of Landlord's rights and remedies under this Sublease may be exercised and enforced directly by City.

20.3. Validity of City Approval; Submissions to City.

1. Unless otherwise stated explicitly in this Sublease, any review, approval, permission, or consent that Subtenant is required to obtain directly from the City or Landlord under this Sublease will not be valid or effective unless obtained or confirmed in writing from the Executive Director or the Executive Director's designee, and any such review, approval, permission or consent will constitute the review, approval, permission or consent of City and Landlord as well.

2. Unless otherwise specified in this Sublease, all reports, notices, plans, specifications, certificates, requests for approval, and submissions that Subtenant is required to provide or submit to City or Landlord shall instead be submitted to the Executive Director or the Executive Director's designee.

3. From and after July 1, 2009, wherever this Sublease requires Subtenant to obtain any review, approval, permission, or consent from, or make any submission to, the Executive Director or the Commission, such review, approval, permission, or consent, will be valid and binding on the City, and Subtenant may rely on it, if given only by the Commissioner of Parks and Recreation or an official the Commissioner designates in writing to Subtenant, and need only be submitted to the Commissioner of Parks and Recreation or the Commissioner's designee.

20.4. Effect of Reviews and Approvals by City Under This Sublease.

1. Landlord's and the City's review, approval, or consent under this Sublease (including but not limited to any review, approval, or consent by the Executive Director or the Commission) of any plans, specifications, work or materials submitted or performed by Subtenant under this Sublease, including but not limited to plans and specifications for any Alterations under Article 6 above, does not constitute any representation, warranty, or guarantee by Landlord or the City as to the quality or substance of the matter reviewed or approved or its compliance with Applicable Laws. Subtenant must use its own independent judgment as to the accuracy and quality of all such matters and their compliance with Applicable Laws.

2. The City's review, approval, or consent under this Sublease (including review, approval or consent by the Executive Director or the Commission) does not constitute any review, approval, consent, license or permit otherwise required under Applicable Laws by any departments, boards, commissions, and officials of the City of Philadelphia.

ARTICLE 21
LANDLORD'S RIGHT TO ENFORCE SUBLEASE

21.1. Landlord May Enforce Sublease Strictly. The Landlord may enforce all provisions of this Sublease strictly, regardless of (1) any law, usage, or custom to the contrary, (2) any conduct of the Landlord or City in refraining from enforcing any provisions of this Sublease or the Lease at any time, (3) any conduct of the Landlord or the City in refraining from exercising its rights and remedies under this Sublease or the Lease, and (4) any course of conduct between the Landlord or City and Subtenant. Any such conduct or custom does not create a custom in any way or manner contrary to any specific provision of this Sublease, or in any way or manner modify the same.

21.2. Amendment and Modification. This Sublease can only be amended, modified or supplemented by a written agreement signed by both the Landlord and Subtenant, with the written approval of the Executive Director. This Sublease cannot be amended, modified, or supplemented by any oral representations, whenever made, by any official, commissioner, or employee of Landlord or the City. This Sublease cannot be amended, modified, or supplemented by any course of conduct between the Landlord or City and Subtenant.

21.3. No Implied Consent. Landlord's or the City's failure to respond orally or in writing to any request or offer from Subtenant to modify or waive any of Subtenant's obligations under this Sublease does not constitute either the Landlord's or the City's consent to Subtenant's request or offer. Subtenant shall strictly and promptly comply with its obligations under this Sublease unless and until its request or offer to modify or waive any provision of this Sublease is explicitly accepted in writing by Landlord or the City.

21.4. Lease Recognition Agreement. Landlord represents, warrants and covenants to Subtenant that, as of the Effective Date of this Sublease, neither the Premises nor any interest the Premises is subject to a leasehold interest other than that created by the Master Lease. Contemporaneously with execution of this Sublease, Landlord, Subtenant, and City have executed and delivered a Lease Recognition Agreement in the form of that attached as **Exhibit J**

between the City and Subtenant (the **"Lease Recognition Agreement"**). Subtenant may record the Lease Recognition Agreement against the Premises at Subtenant's sole cost and expense.

ARTICLE 22
MISCELLANEOUS

22.1. Sublease Binding. Subject to Article 13 above, this Sublease is binding upon Landlord and Subtenant and their successors and assigns.

22.2. City a Third Party Beneficiary; No Other Third Party Beneficiaries. Subtenant acknowledges and agrees that the City is a third party beneficiary of this Sublease and may enforce the rights of Landlord against Subtenant under this Sublease. Nothing in this Sublease is intended to, nor does it, confer any benefit or right upon any other third party other than City.

22.3. Integration Clause; Complete Agreement. This Sublease sets forth all the promises, agreements, conditions, and understandings between Landlord and Subtenant relative to the Premises, the Improvements now existing or in the future constructed on the Premises, and Subtenant's use of the Premises, and there are no promises, agreements, conditions or understandings, either oral or written, between them other than as set forth in this Sublease. All prior negotiations and agreements, if any, between Landlord and Subtenant regarding the Premises and the subject matter of this Sublease are merged into this Sublease.

22.4. Captions; Sections. The captions, article numbers and paragraph numbers appearing in this Sublease are inserted only as a matter of convenience and do not in any way define or limit the scope or intent of the provisions of this Sublease nor in any way affect this Sublease. Unless explicitly provided otherwise, all references in this Sublease to any article or section refer to articles and sections of this Sublease.

22.5. Partial Invalidity. If any provision of this Sublease or the application of any provision of this Sublease to any party or circumstance shall, to any extent, be adjudged invalid or unenforceable by a court of competent jurisdiction, the remainder of this Sublease, or the application of such provision to parties or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected by the judgment and each provision of this Sublease shall be valid and be enforceable to the fullest extent permitted by law; except, if the provision held invalid or unenforceable is a material part of the consideration for this Sublease, then this Sublease will terminate upon a final, unappealable judgment that the provision is invalid or unenforceable.

22.6. Survival. Any and all provisions set forth in this Sublease that, by its or their nature, would reasonably be expected to be performed after the Sublease Ending Date, shall survive and be enforceable after the Sublease Ending Date. Any and all liabilities, actual or contingent, which arise in connection with this Sublease shall survive the Sublease Ending Date.

22.7. Governing Law. This Sublease is governed by the laws of the Commonwealth of Pennsylvania, without giving effect to choice of law provisions.

22.8. Waiver of Jury Trial. Subtenant, so far as permitted by Applicable Laws, expressly, intentionally, knowingly, and voluntarily waives trial by jury in any action, proceeding, or counterclaim arising out of or in any way related to this Sublease.

22.9. Site of Sublease; Venue. This Sublease is made in Philadelphia County, Pennsylvania. Subtenant and Landlord agree that venue for any action arising under or related to this Sublease lies exclusively in the Court of Common Pleas for Philadelphia County. Subtenant and Landlord each waive their right to file or make a motion to remove any action arising under or related to this Sublease to any federal court.

22.10. Interpretation. Landlord and Subtenant agree that the rule of construing or interpreting any ambiguities in an agreement against the drafter of the agreement does not apply to this Sublease. Landlord and Subtenant each participated equally in writing this Sublease.

22.11. Background. The Background paragraphs set forth above are part of this Sublease. Subtenant represents and warrants that the information set forth in the Background paragraphs about Subtenant's purpose and programs is true and correct.

22.12. No Broker. Subtenant warrants that it has not used the services of any broker or agent in the selection of the Premises for Subtenant's use or in the negotiation of this Sublease. Subtenant shall be solely liable for any and all commission, charges, and fees claimed by any broker in connection with the selection of the Premises for Subtenant's use or in the negotiation of this Sublease.

22.13. Counterparts. This Sublease may be executed in one or more counterparts, each of which shall be an original, and all of which together are a single agreement.

22.14. Memorandum of Sublease. The parties shall execute a memorandum of this Sublease in the form attached as **Exhibit K.** Subtenant may, at its sole cost and expense, record the memorandum of this Sublease against the Premises. Any recording, transfer, documentary, stamp or other tax imposed upon the execution or recording of any memorandum of this Sublease shall be paid by Subtenant. Upon the Sublease Ending Date, Landlord and Subtenant promptly shall execute a termination of any such memorandum of this Sublease in proper form for recording, and said obligation shall survive the Sublease Ending Date.

22.15. No Personal Liability of Tenant. No officer, director, trustee or employee of Subtenant shall have any liability, personal or otherwise, with respect to this Sublease or the transaction contemplated hereby, nor shall the property of any such person be subject to attachment, levy, execution or other judicial process. Nothing contained in this **Section 22.15** shall preclude Landlord from obtaining injunctive or other equitable relief against Subtenant to the extent that Applicable Law permits.

IN WITNESS OF THE PROVISIONS SET FORTH ABOVE, Landlord and Subtenant have caused this Sublease to be executed the day and year first written above.

LANDLORD:

Philadelphia Authority for Industrial Development

By:_____
President/Vice President

Witness: _____
Secretary/ Treasurer

TENANT:

The Philadelphia Holocaust Remembrance Foundation, Inc.

BY:_____
President/Vice President

BY: _____
Secretary/Treasurer

EXHIBIT A

Site Plan of Premises

EXHIBIT B-1

Master Lease

EXHIBIT B-2

Memorandum of the Master Lease

EXHIBIT C

Fairmount Park Commission Authorizing Resolution

EXHIBIT D

PAID Authorizing Resolution

EXHIBIT E

City Council Ordinance – Bill # _____

EXHIBIT F

Title Exceptions

A. Monument Parcel

Subject to public rights within the bed of Benjamin Franklin Parkway

B. Building Parcel

1. Restrictions affecting title as in Deed Book RLL 34 page 534, LRB 34 page 517 and AWM 14 page 116.

2. Rights of the public and others entitled thereto in and to the use of that portion of the Premises within the bounds of Arch Street on City Plan 72 feet wide opened 66 feet wide.

3. Outstanding interest in Dunston McNichol and Robert McNichol by virtue of death of James P. McNichol who died 11/14/1912 intestate. Said Dunston McNichol and Robert McNichol not having joined in quit claim deed to John J. Coyle dated 7/3/1923 and recorded in Deed Book JMH 1662 page 148.

EXHIBIT G

Proposed Regulations Governing Monument Parcel

CHAPTER II. **ASSEMBLIES AND ENTERTAINMENT**

SECTION 201. **ASSEMBLIES**

* * *

(6) **Philadelphia Holocaust Memorial Park.**

(a) **Purpose.** Preservation of the Philadelphia Holocaust Memorial Park as a quiet, dignified and solemn site dedicated to remembrance and contemplation of the history of the Holocaust, honoring Holocaust victims and survivors, understanding genocide and preventing it, and promoting human dignity, tolerance and understanding.

(b) **Applicability of Other Regulations.** Whenever the provisions of any statute, ordinance, or regulation impose greater obligations, restrictions, or penalties than the regulations set forth in this Subsection, the provisions set forth in such statute, ordinance, or regulation shall be controlling.

(c) **Definitions.** When used in this Subsection, the term "Memorial Park" means the outdoor, public areas of the Philadelphia Holocaust Memorial Park, including the Monument to the Six Million Martyrs, and the public fixtures, furniture, and walkways within the Memorial Park.

(d) **Permits.**

(i) A permit shall be required for any activity in or at the Memorial Park in which more than 25 people may reasonably be expected to attend.

(ii) All requests for permits for activities at the Memorial Park at which more than 25 people may reasonably be expected to attend shall be submitted to the Special Events Manager of the Fairmount Park Commission. Such requests shall provide details including the type of activity, the name of the sponsoring individual or organization, the names of the officers of any sponsoring organization, the estimated number of persons expected to attend the activity, and a description of any sound amplification equipment expected to be used.

(iii) The Fairmount Park Commission reserves the right to regulate the use of sound amplification equipment.

(e) **Prohibited Activities.**

(i) Commercial activity (whether for-profit or not-for-profit), including commercial photography and the vending or sale of any goods or services, is prohibited

anywhere in or at the Memorial Park unless the Commission issues specific written permission for such activity.

(ii) The following are prohibited in the Memorial Park:

(A) food and beverages;
(B) smoking;
(C) littering;
(D) picnics;
(E) recreational and sporting activities including games, athletic contests, and jogging;
(F) bicycles, skateboards, roller skates, sleds, scooters, and similar items;
(G) animals, except for guide dogs for the physically impaired;
(H) sleeping or camping;
(I) audible radios, televisions, tape players, musical instruments, or similar devices or amplified sound (except in connection with an event memorializing the victims or survivors of the Holocaust);
(J) loud, boisterous, or disorderly behavior;
(K) the vandalism or destruction or any portion of the Memorial Park;
(L) the removal by any unauthorized person of any article or memento (including photographs, military decorations, correspondence, documents, articles of clothing, and flags) which by its appearance or nature has been left at the Memorial Park in memory of or as a tribute to a victim or survivor of the Holocaust or other genocide;
(M) any activity which is illegal, dangerous, or constitutes a public or private nuisance, or emits noise or sounds which are objectionable due to intermittence, beat, frequency, shrillness or loudness, or emits or creates strong, unusual or offensive odors, fumes, dust or vapors;
(N) placing, erecting, hanging or painting any logo, inscription, banner, or placard.

(f) **Enforcement.** Violations of the provisions of this Subsection shall be subject to enforcement and penalty provisions set forth in Chapter VI of the "Regulations for the Governance of the Park under the control of the Commissioners of Fairmount Park" of which this Subsection is a part. In addition, these regulations may be enforced by the City of Philadelphia Police.

EXHIBIT H

Fairmount Park Logo

EXHIBIT I

Subtenant's Corporate Documents

EXHIBIT J

Lease Recognition Agreement

LEASE RECOGNITION AGREEMENT

[Holocaust Memorial Park]

THIS LEASE RECOGNITION AGREEMENT ("**Agreement**"), dated as of the _____ day of _____, 2009, is made by **THE CITY OF PHILADELPHIA**, a corporation and body politic existing under the laws of the Commonwealth of Pennsylvania ("**City**"), the **PHILADELPHIA AUTHORITY FOR INDUSTRIAL DEVELOPMENT**, a Pennsylvania body politic and corporation ("**PAID**"), and **THE PHILADELPHIA HOLOCAUST REMEMBRANCE FOUNDATION, INC.**, a Pennsylvania non-profit corporation ("**Foundation**").

BACKGROUND

A. The City, as landlord, and PAID, as tenant, are parties to a Master Lease ("**Master Lease**") dated the same date as this Agreement, for land and improvements ("**Premises**") described in **Exhibit A-1** and **Exhibit A-2**, which are attached to this Agreement. The Master Lease, or a memorandum of the Master Lease, will be recorded in the Department of Records for the City of Philadelphia.

B. PAID, as landlord, and the Foundation, as tenant, are parties to a Sublease ("**Sublease**"), dated the same date as this Agreement, that pertains to the Premises.

C. The City, PAID, and Foundation desire to set forth certain agreements which they have made that relate to the Master Lease and the Sublease.

NOW THEREFORE, the City, PAID, and the Foundation, intending to be legally bound, agree as follows:

1. The City, in its capacity as the landlord under the Master Lease, consents to and approves the execution and delivery of the Sublease. The City acknowledges and agrees that the exercise and performance of the rights and obligations of PAID and the Foundation in accordance with the provisions of the Sublease is not a breach of any of the provisions of the Master Lease.

2. If the Master Lease expires, or if the Master Lease is terminated or surrendered, whether voluntarily or involuntarily, by the City, by PAID, by operation of law or otherwise, prior to the expiration of the Term (as defined in the Sublease) of the Sublease, then so long as the Sublease remains in effect in accordance with its provisions and has not been terminated, surrendered, or otherwise ended, the City, for itself, its successors and assigns, including any subsequent owner of the Premises ("**Subsequent Owner**") and any subsequent holder of any interest of the landlord under the Master Lease (a "**Subsequent Holder**"), by this Agreement covenants with and for the benefit of the Foundation that:

(a) the Sublease and all rights and obligations created under the Sublease shall remain in full force and effect;

(b) the City and all Subsequent Owners and Subsequent Holders shall recognize and give full effect to the Sublease and the Foundation's rights and obligations under the Sublease;

(c) whichever of the City, any Subsequent Owner, or any Subsequent Holder becomes the holder of the interest of the landlord in the Sublease ("**Successor Landlord**") will be in direct privity of estate and contract with the Foundation under the Sublease with the same force and effect as though the Sublease was originally made by the Successor Landlord with the Foundation; and

(d) upon the expiration, termination, or surrender of the Master Lease, the Successor Landlord will be bound by the provisions of the Sublease, with the same force and effect as if the Successor Landlord were the original landlord under the Sublease, but (1) the Successor Landlord will not be bound by any rent or additional rent which the Foundation may have paid for more than the current year to any prior landlord under the Sublease, and (2) the Successor Landlord will not be liable to the Foundation for any liabilities or other obligations of PAID, existing or contingent, under the Sublease which arose prior to the expiration, termination or surrender of the Master Lease.

3. Upon the expiration, termination, or surrender of the Master Lease, the Foundation, for itself, its successors and assigns, shall remain bound by and shall comply with all the provisions of the Sublease and shall attorn to and to recognize the Successor Landlord as its landlord under the Sublease for the balance of the Term of the Sublease, subject to the provisions of the Sublease.

4. The City and PAID shall not be liable to the Foundation for any failure of a Subsequent Owner or a Subsequent Holder to comply with the provisions of this Agreement or the provisions of the Master Lease or the Sublease (except to the extent that the City or PAID is a Subsequent Owner or a Subsequent Holder).

5. This Agreement inures to the benefit of, and is binding upon, the City, PAID, the Foundation, and their respective successors and assigns.

6. This Agreement does not affect or waive any failure by the Foundation to comply with all the provisions of the Sublease. The Successor Landlord may exercise all rights and remedies of the landlord under the Sublease, in accordance with the Sublease, upon the Foundation's failure to comply with all the provisions of the Sublease.

7. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, without giving effect to choice of law provisions.

8. Despite any other provision of this Agreement, this Agreement and the City's recognition of the Sublease under this Agreement, do not obligate the City to appropriate

or spend money at any time.

9. Any copy of this Agreement executed with original signatures is an original of this Lease for all purposes. This Agreement may be executed in one or more counterparts, each of which is an original, and all of which together constitute a single instrument.

IN WITNESS WHEREOF, the City, PAID, and Foundation have caused this Agreement to be executed as of the date stated in the preamble.

APPROVED AS TO FORM:
Shelley R. Smith
City Solicitor

Per: _____
Lawrence K. Copeland
Senior Attorney
City of Philadelphia Law Dept.

THE CITY OF PHILADELPHIA

By: _____
Robert N. C. Nix, III, President
Fairmount Park Commission

By: _____
Mark A. Focht, Executive Director
Fairmount Park

PHILADELPHIA AUTHORITY FOR INDUSTRIAL DEVELOPMENT

By: _____
Chairman

By: _____
Secretary

THE PHILADELPHIA HOLOCAUST MEMORIAL FOUNDATION, INC.

By: _____
Name:
Title:

Attest: _____
Name:
Title:

STATE OF PENNSYLVANIA :
:ss
COUNTY OF PHILADELPHIA :

On this, the _____ day of _____, 2009, before me, a Notary Public in and for the Commonwealth of Pennsylvania, the undersigned officer, personally appeared _____ who acknowledged (himself)(herself) to be the President of the Fairmount Park Commission of THE CITY OF PHILADELPHIA, a corporation and body politic existing under the laws of the Commonwealth of Pennsylvania, and that (he)(she), being authorized to do so, executed the foregoing Lease Recognition Agreement on behalf of THE CITY OF PHILADELPHIA as the President of the Fairmount Park Commission.

IN WITNESS WHEREOF, I set my hand and Notarial seal below.

My Commission Expires:

_____ _____
NOTARY PUBLIC

[NOTARIAL SEAL]

STATE OF PENNSYLVANIA :
:ss
COUNTY OF PHILADELPHIA :

On this, the _____ day of _____, 2009, before me, a Notary Public in and for the Commonwealth of Pennsylvania, the undersigned officer, personally appeared _____ who acknowledged (himself)(herself) to be the Executive Director of Fairmount Park of THE CITY OF PHILADELPHIA, a corporation and body politic existing under the laws of the Commonwealth of Pennsylvania, and that (he)(she), being authorized to do so, executed the foregoing Lease Recognition Agreement on behalf of THE CITY OF PHILADELPHIA as the Executive Director of Fairmount Park.

IN WITNESS WHEREOF, I set my hand and Notarial seal below.

My Commission Expires:

_____ _____
NOTARY PUBLIC

[NOTARIAL SEAL]

STATE OF PENNSYLVANIA :
:ss
COUNTY OF PHILADELPHIA :

On this, the ____ day of _____, 2009, before me, a Notary Public in and for the Commonwealth of Pennsylvania, the undersigned officer, personally appeared _____ who acknowledged himself (herself) to be the Chairman of the PHILADELPHIA AUTHORITY FOR INDUSTRIAL DEVELOPMENT and that he/she, being authorized to do so, executed the foregoing Lease Recognition Agreement on behalf of the said PHILADELPHIA AUTHORITY FOR INDUSTRIAL DEVELOPMENT, as such Chairman.

IN WITNESS WHEREOF, I set my hand and Notarial seal below.

My Commission Expires:

_____ _____
NOTARY PUBLIC

[NOTARIAL SEAL]

STATE OF PENNSYLVANIA :
:ss
COUNTY OF PHILADELPHIA :

On this, the ____ day of _____, 2009, before me, a Notary Public in and for the Commonwealth of Pennsylvania, the undersigned officer, personally appeared _____ who acknowledged himself/herself to be the _____ of THE PHILADELPHIA HOLOCAUST MEMORIAL FOUNDATION, INC., a Pennsylvania non-profit corporation and that he/she, being authorized to do so, executed the foregoing Lease Recognition Agreement on behalf of the said THE PHILADELPHIA HOLOCAUST MEMORIAL FOUNDATION, INC. as such _____.

IN WITNESS WHEREOF, I set my hand and Notarial seal below.

My Commission Expires:

_____ _____
NOTARY PUBLIC

[NOTARIAL SEAL]

EXHIBIT A-1

DESCRIPTION OF PREMISES

The land between Benjamin Franklin Parkway and the north side of Arch Street at 16th Street in the City of Philadelphia and that is commonly called "Holocaust Memorial Park of Philadelphia". The Premises consists of two contiguous parcels of land as shown on the site plan set forth in the Site Plan attached as Exhibit A-2.

The first parcel is triangular and is located in the right-of-way of Benjamin Franklin Parkway at the intersection of 16th Street, Arch Street, and Benjamin Franklin Parkway. The first parcel includes landscaped and paved areas and a sculpture by C. Natan Rapoport titled, "Monument to the Six Million Martyrs" and the pedestal on which the sculpture is mounted (the sculpture and pedestal together, the "Monument"). The first parcel is referred to separately in the Sublease as the "Monument Parcel."

The second parcel comprising the Premises has a street address of 1619-1629 Arch Street, is designated as Tax Lot 1-N-23-227 on the Site Plan, and is located immediately to the west of the Monument Parcel. The second parcel is referred to separately in this sublease as the "Building Parcel."

The "Premises" includes the subsurface of the Monument Parcel and the Building Parcel and the Improvements located on or under that land. The "Premises" includes permitted Right-of-Way Improvements (as defined in Section 10.1.3 of the Sublease), if any, whenever constructed. The "Premises" does not include public utility lines or conduits that run beneath the surface of the Premises, but "Premises" does include all lines and conduits that run beneath the surface of the Premises and which directly serve the Premises and that connect to public utility lines or conduits that serve the Premises, and all the connecting devices. The Premises does not include any City-owned fixtures such as street lights.

EXHIBIT A-2

SITE PLAN OF PREMISES

EXHIBIT K

Memorandum of Sublease

MEMORANDUM OF SUBLEASE

[Holocaust Memorial Park]

The PHILADELPHIA AUTHORITY FOR INDUSTRIAL DEVELOPMENT, a body politic and corporate existing under the laws of the Commonwealth of Pennsylvania ("**Landlord**"), having a mailing address of 2600 Centre Square West, 1500 Market Street, Philadelphia, Pennsylvania 19102, by a Sublease Agreement dated _____, 2009 ("**Sublease**"), has subleased to THE PHILADELPHIA HOLOCAUST REMEMBRANCE FOUNDATION, INC., a Pennsylvania non-profit corporation ("**Tenant**"), having a mailing address of _____, ALL THAT PARCEL OF LAND AND IMPROVEMENTS located in the City of Philadelphia, Pennsylvania, which is described on **Exhibit A-1** and **Exhibit A-2**, each of which is attached to this Memorandum of Sublease and is part of this Memorandum of Sublease ("**Premises**").

The Sublease became effective on _____, 2009. As is more particularly provided in the Sublease, the Initial Term of the Sublease is anticipated to commence no later than in 2014 and to expire by no later than 2054, subject to adjustment as provided in the Sublease ("Initial Term" is defined in the Sublease). As is more particularly provided in the Sublease, upon the expiration of the Initial Term, the Sublease renews for four 10-year Renewal Terms, for a total Term of up to 80 years ("Renewal Term" and "Term" are defined in the Sublease).

Nothing contained in this Memorandum of Sublease modifies or amends any of the provisions of the Sublease, which prevail over the provisions of this Memorandum of Sublease.

Any copy of this Memorandum of Sublease executed with original signatures is an original of this Memorandum of Sublease for all purposes. This Memorandum of Sublease may be executed in one or more counterparts, each of which is an original, and all of which together constitute a single instrument.

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

IN WITNESS OF THEIR AGREEMENT TO THE PROVISIONS SET FORTH ABOVE, the parties have signed below this _____ day of _____, 2009.

THE PHILADELPHIA AUTHORITY FOR INDUSTRIAL DEVELOPMENT

By:_____
Chairman

By: _____
Secretary

THE PHILADELPHIA HOLOCAUST REMEMBRANCE FOUNDATION, INC.

By:_____
Name:
Title:

Attest: _____
Name:
Title:

STATE OF PENNSYLVANIA :
:ss
COUNTY OF PHILADELPHIA :

On this, the ____ day of _____, 2009, before me, a Notary Public in and for the Commonwealth of Pennsylvania, the undersigned officer, personally appeared _____ who acknowledged himself (herself) to be the Chairman of the PHILADELPHIA AUTHORITY FOR INDUSTRIAL DEVELOPMENT and that he/she, being authorized to do so, executed the foregoing Memorandum of Sublease on behalf of the said PHILADELPHIA AUTHORITY FOR INDUSTRIAL DEVELOPMENT, as such Chairman.

IN WITNESS WHEREOF, I set my hand and Notarial seal below.

My Commission Expires:

_____ _____
NOTARY PUBLIC

[NOTARIAL SEAL]

STATE OF PENNSYLVANIA :
:ss
COUNTY OF PHILADELPHIA :

On this, the ____ day of _____, 2009, before me, a Notary Public in and for the Commonwealth of Pennsylvania, the undersigned officer, personally appeared _____ who acknowledged himself/herself to be the _____ of THE PHILADELPHIA HOLOCAUST MEMORIAL FOUNDATION, INC., a Pennsylvania non-profit corporation and that he/she, being authorized to do so, executed the foregoing Memorandum of Sublease on behalf of the said THE PHILADELPHIA HOLOCAUST MEMORIAL FOUNDATION, INC. as such _____.

IN WITNESS WHEREOF, I set my hand and Notarial seal below.

My Commission Expires:

_____ _____
NOTARY PUBLIC

EXHIBIT A-1

DESCRIPTION OF PREMISES

The land between Benjamin Franklin Parkway and the north side of Arch Street at 16th Street in the City of Philadelphia and that is commonly called "Holocaust Memorial Park of Philadelphia". The Premises consists of two contiguous parcels of land as shown on the site plan set forth in the Site Plan attached as Exhibit A-2.

The first parcel is triangular and is located in the right-of-way of Benjamin Franklin Parkway at the intersection of 16th Street, Arch Street, and Benjamin Franklin Parkway. The first parcel includes landscaped and paved areas and a sculpture by C. Natan Rapoport titled, "Monument to the Six Million Martyrs" and the pedestal on which the sculpture is mounted (the sculpture and pedestal together, the "Monument"). The first parcel is referred to separately in the Sublease as the "Monument Parcel."

The second parcel comprising the Premises has a street address of 1619-1629 Arch Street, is designated as Tax Lot 1-N-23-227 on the Site Plan, and is located immediately to the west of the Monument Parcel. The second parcel is referred to separately in this sublease as the "Building Parcel."

The "Premises" includes the subsurface of the Monument Parcel and the Building Parcel and the Improvements located on or under that land. The "Premises" includes permitted Right-of-Way Improvements (as defined in Section 10.1.3 of the Sublease), if any, whenever constructed. The "Premises" does not include public utility lines or conduits that run beneath the surface of the Premises, but "Premises" does include all lines and conduits that run beneath the surface of the Premises and which directly serve the Premises and that connect to public utility lines or conduits that serve the Premises, and all the connecting devices. The Premises does not include any City-owned fixtures such as street lights.

EXHIBIT A-2

SITE PLAN OF PREMISES

Attachment 2

Memorandum of Lease

MEMORANDUM OF MASTER LEASE

[Holocaust Memorial Park]

The **CITY OF PHILADELPHIA**, a corporation and body politic existing under the laws of the Commonwealth of Pennsylvania ("**City**"), by a Master Lease Agreement dated _____, 2009 ("**Master Lease**"), has leased to the **PHILADELPHIA AUTHORITY FOR INDUSTRIAL DEVELOPMENT**, a Pennsylvania body politic and corporation ("**PAID**"), ALL THAT PARCEL OF LAND AND IMPROVEMENTS located in the City of Philadelphia, Pennsylvania, which is described on **Exhibit A-1** and **Exhibit A-2**, each of which is attached to this Memorandum of Master Lease and is part of this Memorandum of Master Lease ("**Premises**").

The Master Lease became effective on _____, 2009. As is more particularly provided in the Master Lease, the Master Lease Term of the Master Lease is anticipated to commence no later than in 2014 and to expire by no later than 2094, for a total Master Lease Term of up to 80 years ("Master Lease Term" is defined in the Master Lease).

Nothing contained in this Memorandum of Master Lease modifies or amends any of the provisions of the Master Lease, which prevail over the provisions of this Memorandum of Master Lease.

Any copy of this Memorandum of Master Lease executed with original signatures is an original of this Memorandum of Master Lease for all purposes. This Memorandum of Master Lease may be executed in one or more counterparts, each of which is an original, and all of which together constitute a single instrument.

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

IN WITNESS OF THEIR AGREEMENT TO THE PROVISIONS SET FORTH ABOVE, the parties have signed below this _____ day of _____, 2009.

APPROVED AS TO FORM:
Shelley R. Smith
City Solicitor

Per: _____
Lawrence K. Copeland
Senior Attorney
City of Philadelphia Law Dept.

THE CITY OF PHILADELPHIA

By: _____
Robert N. C. Nix, III, President
Fairmount Park Commission

By: _____
Mark A. Focht, Executive Director
Fairmount Park

PHILADELPHIA AUTHORITY FOR INDUSTRIAL DEVELOPMENT

By: _____
Chairman

By: _____
Secretary

STATE OF PENNSYLVANIA :
:ss
COUNTY OF PHILADELPHIA :

On this, the _____ day of _____, 2009, before me, a Notary Public in and for the Commonwealth of Pennsylvania, the undersigned officer, personally appeared _____ who acknowledged (himself)(herself) to be the President of the Fairmount Park Commission of THE CITY OF PHILADELPHIA, a corporation and body politic existing under the laws of the Commonwealth of Pennsylvania, and that (he)(she), being authorized to do so, executed the foregoing Memorandum of Master Lease on behalf of THE CITY OF PHILADELPHIA as the President of the Fairmount Park Commission.

IN WITNESS WHEREOF, I set my hand and Notarial seal below.

My Commission Expires:

_____ _____
NOTARY PUBLIC

[NOTARIAL SEAL]

STATE OF PENNSYLVANIA :
:ss
COUNTY OF PHILADELPHIA :

On this, the _____ day of _____, 2009, before me, a Notary Public in and for the Commonwealth of Pennsylvania, the undersigned officer, personally appeared _____ who acknowledged (himself)(herself) to be the Executive Director of Fairmount Park of THE CITY OF PHILADELPHIA, a corporation and body politic existing under the laws of the Commonwealth of Pennsylvania, and that (he)(she), being authorized to do so, executed the foregoing Memorandum of Master Lease on behalf of THE CITY OF PHILADELPHIA as the Executive Director of Fairmount Park.

IN WITNESS WHEREOF, I set my hand and Notarial seal below.

My Commission Expires:

_____ _____
NOTARY PUBLIC

[NOTARIAL SEAL]

STATE OF PENNSYLVANIA :
:ss
COUNTY OF PHILADELPHIA :

On this, the ____ day of _____, 2009, before me, a Notary Public in and for the Commonwealth of Pennsylvania, the undersigned officer, personally appeared _____ who acknowledged himself (herself) to be the Chairman of the PHILADELPHIA AUTHORITY FOR INDUSTRIAL DEVELOPMENT and that he/she, being authorized to do so, executed the foregoing Memorandum of Master Lease on behalf of the said PHILADELPHIA AUTHORITY FOR INDUSTRIAL DEVELOPMENT, as such Chairman.

IN WITNESS WHEREOF, I set my hand and Notarial seal below.

My Commission Expires:

_____ _____
NOTARY PUBLIC

[NOTARIAL SEAL]

EXHIBIT A-1

DESCRIPTION OF PREMISES

The land between Benjamin Franklin Parkway and the north side of Arch Street at 16th Street in the City of Philadelphia and that is commonly called "Holocaust Memorial Park of Philadelphia". The Premises consists of two contiguous parcels of land as shown on the site plan set forth in the Site Plan attached as Exhibit A-2.

The first parcel is triangular and is located in the right-of-way of Benjamin Franklin Parkway at the intersection of 16th Street, Arch Street, and Benjamin Franklin Parkway. The first parcel includes landscaped and paved areas and a sculpture by C. Natan Rapoport titled, "Monument to the Six Million Martyrs" and the pedestal on which the sculpture is mounted (the sculpture and pedestal together, the "Monument"). The first parcel is referred to separately in the Sublease as the "Monument Parcel."

The second parcel comprising the Premises has a street address of 1619-1629 Arch Street, is designated as Tax Lot 1-N-23-227 on the Site Plan, and is located immediately to the west of the Monument Parcel. The second parcel is referred to separately in this sublease as the "Building Parcel."

The "Premises" includes the subsurface of the Monument Parcel and the Building Parcel and the Improvements located on or under that land. The "Premises" includes permitted Right-of-Way Improvements (as defined in Section 10.1.3 of the Sublease), if any, whenever constructed. The "Premises" does not include public utility lines or conduits that run beneath the surface of the Premises, but "Premises" does include all lines and conduits that run beneath the surface of the Premises and which directly serve the Premises and that connect to public utility lines or conduits that serve the Premises, and all the connecting devices. The Premises does not include any City-owned fixtures such as street lights.

EXHIBIT A-2

SITE PLAN OF PREMISES