

This [*First Amended and Restated*] Agreement (“Agreement”) is made as of *August* _____, 2025, by and between the South of South Neighborhood Association (“SOSNA”) as of the date of this Agreement and 1601 Washington Avenue FSO LLC, a Pennsylvania limited liability company (“Owner”) in connection with the development of 1601 Washington Avenue and 1600 Carpenter Street. SOSNA and Owner hereinafter collectively are referred to as the “Parties.” [*Added language from the July 15, 2025 Agreement shown inside [] in bold and italicized and deleted language shown as struck through.*]

WITNESSETH

WHEREAS 1601 Washington Avenue FSO LLC has a binding contract to purchase that certain real property and the building and improvements thereon situated at 1601 Washington Avenue and 1600 Carpenter Street, Philadelphia, Pennsylvania 19146 (the “Property”); and

WHEREAS, Owner has filed an appeal to the Philadelphia Zoning Board of Adjustment (the “ZBA”) for the development of the Property (hereinafter referred to as the “Relief”). The Relief would permit the Owner to erect a mixed-use building on Washington Avenue with no more than 275 units plus retail in its Eastern Building [*(on Parcel B)*] and 10 units in its Western Building [*(on Parcel A)*] (collectively, the “Project”)[, *all as set forth in the attached zoning plans which shall be replaced as exhibits hereto upon final approval thereof by the Philadelphia Department of Licenses and Inspection as indicated by the issuance of a Zoning/Use Permit*], and

WHEREAS, SOSNA is a Registered Community Organization located within the area which includes the Property; and

WHEREAS, Owner deems SOSNA's support of the Relief to be of material value to Owner; and

WHEREAS, the conditions to SOSNA's support of the Relief agreed to by Owner as set forth herein is deemed by SOSNA to be of material value to SOSNA and their respective constituents;

WHEREAS, Owner, SOSNA has agreed to certain conditions upon which SOSNA will provide their support of the Relief as set forth herein.

NOW THEREFORE, in consideration of One Dollar (\$1.00) and other good and valuable consideration, including, but not limited to, the mutual promises set forth herein, the receipt and sufficiency of which are hereby acknowledged, and of the mutual agreements hereinafter set forth, and intending to be legally bound, the Parties hereby agree as follows:

1. Support. Provided a majority of SOSNA's Zoning Committee and SOSNA's membership vote to support the project, SOSNA shall support and take any and all steps reasonably necessary to demonstrate such support of the Relief and any further appeals thereof, including providing a letter of support to the ZBA in the case of an appeal for the granting of the requested variance(s), and upon request, to appear at hearings to testify and exhibit such support. Further, SOSNA expressly agrees that upon the granting of the requested variances, they shall not

file an appeal against the granting of the variances.

2. [Proposed Plan and Design]. Owner will adhere to the final proposed plans and designs submitted to SOSNA in conjunction with the Zoning Relief, which such plans are attached hereto as Exhibit “A: and made a part hereof (the “Plans”). To the extent the Plans change for any reason after submission to Licenses and Inspections (in conjunction with this Agreement) in pursuit of the Zoning, SOSNA’s Architecture Review Committee (ARC), shall have 15 days from receipt thereof to review and approve the amended plans. ARC’s review shall be limited to determining whether any amended plans are consistent with this Agreement, and ARC shall not disapprove any such amended plans other than on the basis that they are materially inconsistent with the terms of this Agreement, and such approval shall not be unreasonably withheld.]

3. Benefits to the Community. In consideration of SOSNA’s support of the Relief, Owner agrees to offer the following benefits to the surrounding neighborhoods and the Philadelphia community at large:

a. Affordable Housing. Owner agrees to make ten (10) percent of the **[residential units within]** of the Eastern Building, available to the community at the Affordability Standards set forth in this Section 2(a) (the “Affordable Units”) **[throughout the existence of the Eastern Building]**.

i. *Affordability Standard* – The Parties agree that the base rent for the Affordable Units shall not exceed

~~fifty percent~~

~~(50%)~~ [forty-five percent (45%)] of the Area Median Household Income (“AMI”) for the Philadelphia Metropolitan Statistical area, adjusted for household size, by the U.S. Department of Housing and Urban Development for each such year. The foregoing standards are referred to as the “Affordability Standards.” The Parties agree that for purposes of this Agreement, the term “base rent” shall be the actual rent charged to tenants ~~and does not include~~ [including] charges or costs for electricity, water, phone and data services or other utilities or other services that may be provided by Owner to all residential tenants of the Property.

- ii. *Conditions of Affordable Units (Rental)* – The following conditions shall apply to the rental of Affordable Units: (i) All Tenant Candidates (as defined herein) who are accepted by Owner [, *with such acceptance not to be unreasonably withheld and intended to focus on determination of acceptable credit worthiness*] shall enter into the

Owner's form of written lease for a term of at least

one (1) year and comply with the 3 terms of such

lease, including the payment of a security deposit

that does not exceed (on a percentage basis of the

base rent) the lowest security deposit paid by any

tenant of any of the Units; (ii) Affordable Units

must be the principal residence of the person(s)

who are tenants under the lease; and (iii) the

Affordable Units shall be ~~one bedroom units~~ *[a*

mix of

studios, one bedroom units and two bedroom units

in the same ratio as such units exist in the final

total unit count] and shall be comparable in

condition and location to market rate units

available at the Property, and shall be distributed

throughout the building *[across all six residential*

floors with as close to an equal distribution as

possible of studios, one bedroom units and two bedroom

units and no fewer than four units per floor].

- iii. *Procedures* – [Affordable Housing Organization (“AHO”)] shall provide potential tenant candidates for the Affordable Units to Owner. AHO shall

determine if a tenant candidate meets the

Affordability Standards set forth herein (a "Tenant Candidate") and shall confirm the same to Owner.

Owner shall notify AHO of the availability of an Affordable Unit for rental and AHO shall, within fifteen

(15) days following the date of Owner's notice of availability, provide Owner with a tenant candidate. Additionally, at the time Owner notifies

AHO of the availability of an Affordable Unit,

Owner shall publicly post the availability of the Affordable Unit, while referring potential

applicable to the AHO for confirmation of tenant

for qualification for an Affordable Unit. Owner

reserves the right to perform credit, background

and other investigations regarding such Tenant and

make a determination as to whether to accept or

reject such Tenant Candidate in Owner's sole

discretion [, *with such discretion of acceptance*

not to be unreasonably withheld and intended to

focus on determination of acceptable

credit worthiness. Tenant Candidate selection shall be

subject to clearly defined eligibility standards set forth in writing in advance and any rejection of a tenant by Owner shall be accompanied by written justification to AHO]. In the event that Owner rejects such Tenant Candidate, Owner shall notify AHO and AHO shall, within ~~ten (10)~~ [fifteen (15)] days of Owner's rejection notice provide a substitute Tenant Candidate. In the event AHO does not provide Owner with a Tenant Candidate or a substitute Tenant Candidate within the proscribed time periods, Owner shall be permitted to rent the available Affordable Unit ~~without any restriction on the amount of base rent to be charged as otherwise imposed by this~~

~~Agreement for a period not to exceed one (1) year [through the use of Section 8 vouchers for Section 8 tenants]. Upon the expiration of such lease or the earlier termination thereof, Owner shall provide notice of the availability of the Affordable Unit and the foregoing procedures shall be repeated.~~

- b. Open and Green Space. Owner agrees to provide the following with respect to open and green space on the Property:

- i. On Washington Avenue, 16th, and Carpenter Street
plant street trees with minimum 4' x 4' pits or
equivalent planterboxes that are site appropriate and
are on the approved Philadelphia Parks & Recreation
("PPR") list (preferably native tree species) and include
canopy trees where possible, taking into account
overhead wires;
- ii. 70% of the trees installed at the property or
abutting sidewalk will be native trees and will be
planted by PPR approved contractors.
- iii. Any ball and burlap trees must have cages and
netting removed and bamboo stakes removed
vertically (not snapped off at the root flare).
- iv. Root flares must be visible at the time of planting.
- v. Mulching shall be 3" away from the root flares of
all woody shrubs and trees, at a 3" depth and of
natural cool and moisture retaining materials (no
dyes, rubbers/plastics or stones).
- vi. Owner must water all trees for two years (March
to December), facilitated by at least one exterior
water spigot per street face, and within-site via

ground irrigation where applicable.

vii. To prevent compaction of street tree soil, three-sided 18"

tall wrought iron tree pit guards, with curbside
opening and 12" offset from curbs as per NYC
standards.

viii. Wrought iron tree pit guards should be 18"

tall on all four sides for trees along Washington
Avenue as there should be no curbside opening on
that side. On Carpenter Street, publicly accessible
open space of no less than ~~2,000~~
[8,000] sq ft.

ix. To minimize dog stress on the neighborhood,
Owner agrees to furnish an on-site dog play area
with spray cleaning and drainage for sanitary urine
and fecal residue management.

c. Safety and Livability Accommodations. Owner agrees to provide
the following with respect to safety and livability
accommodations on the Property:

i. Owner will provide sidewalks at least fourteen
(14) feet in width along Washington Avenue,
which will be created by providing a 6' setback for

the first 16' of building height.

- ii. Owner agrees to install durable and attractive granite curbs along all public sidewalk edges.
- iii. Owner will accommodate private trash removal for the Project; Dumpsters will not be placed on the street.
- iv. On each corner, Owner will install, or pay to be installed, Big Belly trash cans with foot pedal.
- v. Owner will install exterior LED lighting on all facades, the interior walkway, and roof deck which will not exceed a light temperature of 3,000K. All exterior lighting shall be dimmable and otherwise compliant with International Dark Sky principles.
- vi. Owner will provide City of Philadelphia approved bicycle u-racks along Washington Avenue, 16th Street, and Carpenter Streets;
- vii. Owner will install inverted U bicycle parking that can be interspersed between some of the street trees for modest protection.
- viii. Owner will support and cooperate in good faith with any efforts to arrange for the City of

Philadelphia to install protected bike lanes on Washington Avenue, 16th Street, and Carpenter Street, but not limited to, delineator posts, signage, and painted bike lanes;

- ix. Owner will provide ADA Accessible infrastructure on the property, including, but not limited to, curb cuts and the installation of wheelchair-accessible ramps where applicable for both residential and commercial components of the Property; and
- x. Owner will install the maximum number of bollards permitted by the Streets Department along the edge of the sidewalk on Washington Avenue, 16th Street, and Carpenter Street with a focus near vehicular and pedestrian entrances and exits. The bollards will be highly crash resistant.
- xi. Owner will require appropriate trash and recycling receptacles of its commercial tenants and will work with SOSNA and the community to ensure that appropriate trash and recycling receptacles are placed on the property.

xii. [Owner will apply for and assist as necessary in the installation of the maximum number of loading zones permitted by the Streets Department along Washington Avenue, 16th Street, and Carpenter Street.]

xiii. Public Courtyard and Community Spaces. [There will be open public access to the courtyard off Carpenter Street. Owner shall not install any gate or closures of any kind prohibiting pedestrian access to the courtyard. Owner shall be responsible for all maintenance, landscaping, cleaning, and trash removal for the courtyard.]

d. Amenities. Owner agrees to provide the following community amenities on the Property:

~~i.—Owner represents and agrees that the design for the commercial space will complement the historic aesthetic of the neighborhood and the Property, within SOSNA’s neighborhood architectural guidelines; [Intentionally deleted.]~~

ii. Owner agrees to implement exterior building

materials that are highly durable and installed in a professional manner. SOSNA encourages the use of masonry (both natural and cast), metal, wood, glass, and high-quality composite materials.

SOSNA also encourages the use of sustainable materials that come from rapidly renewable sources, contain recycled content, and/or can be recycled. SOSNA recommends that the Owner avoid the use of stucco (unless employed directly on masonry). When using brick, only use "face" brick and avoid "thin" brick whenever possible. If composite paneling is to be used, avoid thin, PVC-based materials as they tend to buckle and warp over time.

iii. Owner agrees to request retail or commercial tenants to have windows that are unobstructed and clear such that they permit at least 85% visibility to the exterior from the interior and vice versa;

iv. Owner agrees to exercise a preference for 35% of all project contractors to be given to Minority, Women, Disabled Owned Businesses

("M/W/DSBE") as certified by the Certification

Agencies approved by the City of

Philadelphia in Owner's contractor tenant bidding

process. Searchable database of M/W/DSBE

certified contractors and details on becoming

certified in Philadelphia are available here:

<https://phila.mwdsbe.com/>.

- v. Owner agrees to make reasonable efforts to identify and solicit commercial tenants that provide specific community services, including a preference for, but not limited to: (i) daycare or other child care center; (ii) medical, dental and/ or health care providers; (iii) fresh food market; (iv) convenience store; (v) apparel and accessories store; (vi) eating and drinking establishments; (vii) passive and active recreation; (viii) artisan office space; and (ix) light industrial as defined by the Philadelphia City Planning

Commission Zoning Code Information Manual.

- vi. Owner agrees to offer no less than 154 parking spaces in the Eastern building and 39 parking spaces in the Western building, in addition to **[no**

~~fewer than~~] 100 parking spaces ~~which may be~~
generated by mechanical lifts.

*[These parking space numbers are provided with
and subject to an adjustment tolerance of 5
spaces as the Project proceeds through the
building permit application process.]*

- vii. Owner agrees to sell up to 20 parking spaces to
~~homeowners living on the 1000 block of S Chadwick~~
*[nearby neighbors as defined by the Philadelphia
Planning Commission]* for ~~\$50,000~~ *[\$40,000]* / space.

This

purchase option will be available to homeowners for 12
months following certificate of occupancy.

- viii. Owner agrees to lease up to 40 parking spaces
to nearby neighbors as defined by the
Philadelphia Planning Commission for \$150 /
month for the first ~~2~~ *[5]* years
after the building receives a Certificate of Occupancy.

- ix. Owner agrees to install EV charging at more than
10% *[- no fewer than 19 EV parking spaces -]*
of the development's parking stalls.

- x. Owner agrees to reinforce the parking structure

to support increased weight load for 100% EV

occupancy.

xi. Owner agrees to decouple parking stall prices from residential unit costs, permitting neighbors outside of the development to rent unclaimed stalls at market rate.

xii. Owner agrees to set its Western building no less than ~~10'~~ **[12']** from the rear alley separating the homes on S. Chadwick from the Project [, **and to set the fourth floor of the Western building no less than 22' from the rear alley].**

xiii. Owner agrees to limit the height of its Western building to 42.6'.

xiv. Owner agrees to eliminate both the parking ingress /egress and the loading dock from its Western building.

xv. Owner agrees that its Western building shall be designed in such a manner to act as ten individual townhomes; provided, however, the townhomes will be part of a condominium and planned unit development. It is expressly noted that the proposed Western building development

will require zoning relief from the Philadelphia Zoning Board of Adjustment. The zoning plans for the Western Building are attached hereto.

- e. Employment Opportunities. Owner agrees to work with SOSNA and commercial tenants, subject to the commercial; tenants policies and procedures, to implement programs that will prioritize the hiring of employees that reside in zip codes 19145, 19146, 19147 and/or 19148. Examples of such cooperation would include, but not be limited to:
 - i. Connecting SOSNA with the management and hiring executives for the commercial tenants prior to the commencement of the commercial tenants hiring process;
 - ii. Hosting a job fair in conjunction with the commercial tenants that will prioritize local residents;
 - iii. Publicizing employment opportunities at the commercial tenants through SOSNA and other neighborhood organizations; and

iv. Working with SOSNA to publicize the hiring of

local residents at the commercial tenants (for the avoidance of doubt, not to publicize any individual person's employment status, but to publicize aggregated and de-identified statistics which exhibit a commitment to hiring local employees.

v. Owner and SOSNA each acknowledge that Owner does not and in future will not be able to control or direct the hiring practices of its commercial tenants.

4. Recording. This Agreement itself shall not be recorded of public record.

5. Binding/Run With Land; Assignment; No Contemplated Sale or Conveyance; *Litigation Escrow*].

- a. This Agreement shall be binding upon SOSNA, Owner and their respective successors in interest [*; provided, however, this Agreement shall not be and is not intended to be binding on the future owners of the 10 townhomes proposed as part of the Project*].
- b. Neither SOSNA nor Owner shall be permitted to assign this Agreement (or their respective obligations hereunder) to any person or entity without the prior written consent of

the other parties; *provided*, however, that in the event Owner sells or otherwise conveys the Property or any portion thereof, Owner shall, as a condition of such sale or conveyance, require any such subsequent owner(s) to become a signatory to and agree to be bound by the terms and conditions of this Agreement (in the event that Owner sells or conveys only a portion of the Property, Owner shall remain a party to this Agreement and *[be]* required to comply

with Owner's obligations herein with respect to any portion of the Property that Owner continues to own).

- c. Owner warrants and represents that Owner: (i) has not entered into any contract, agreement, memorandum of understanding, letter of intent or any similar binding or non-binding instrument with any third party providing for Owner's sale of the Property, in whole or in part; (ii) is not, and has not been at any time in the sixty (60) days prior to the date of this Agreement, engaged in discussions with any third party for the sale of the Property, in whole or in part; (iii) is not soliciting bids or proposals for Owner's sale of the Property, in whole or in part; and (iv) does not as of the time of the signing of this document have plans to sell or otherwise convey a fee simple interest in the Property, in whole or in part, to any third party.

- d. ***[Owner shall post a \$50,000 escrow or bond to be available by SOSNA should litigation be required for SOSNA to enforce the terms and conditions of this Agreement against Owner.]***

6. No Joint Venture or Partnership. Nothing herein shall be construed to create a partnership or a joint venture between the Parties.

7. Indemnity. Owner agrees to indemnify and hold SOSNA harmless from and against any and all claims, suits, proceedings, liabilities, obligations, costs and expenses (including, without limitation, defense costs and reasonable

~~attorneys' fees and other professional fees and expenses) incurred in connection~~

with or arising out of Owner's (a) performance of its obligations hereunder, or (b) breach of any of Owner's obligations, representations or covenants herein.

8. Automatic Termination. If the Relief sought by Owner is not achieved or Owner withdraws its request for Relief, or a majority of SOSNA's Zoning Committee or SOSNA's membership vote to oppose the project, or the Owner is unable to commence construction for any reason on or before the first anniversary hereof, this Agreement shall automatically terminate, shall become null and void and the Parties shall have no further obligation hereunder.

9. Warranty of Capacity to Execute Agreement and Release. The Parties are authorized and have the authority to enter into this Agreement and have obtained all necessary approvals in order to do so. Each Party represents that the person signing this Agreement on its behalf is authorized to do so. The Parties further represent that they have not sold, assigned, transferred, conveyed, or otherwise disposed of any of the rights, claims, demands, obligations, or causes of action referred to in this Agreement.

10. Executory Nature of this Agreement. The Parties acknowledge and expressly agree that each representation, covenant, promise, and agreement made herein is a necessary and important part and reason for the Parties' entry into this Agreement.

11. Waiver, Severability. A waiver by either party of any provision or condition of this Agreement shall not be construed or deemed to be a waiver of

any other provision or condition of this Agreement, or a waiver of a subsequent breach of the same provision or condition, unless such waiver is so expressed in writing and signed by the party to be bound. Should any of the provisions herein be determined to be invalid by a court of competent jurisdiction, it is agreed that this shall not affect the enforceability of any other provision herein and that the Parties shall re-negotiate in good faith that provision in order to retain the purpose and intent of such provision but correct any legal insufficiency or impropriety.

12. Controlling Law. This Agreement is entered into in the Commonwealth of Pennsylvania and shall be construed, interpreted, and enforced in accordance with the laws of the Commonwealth of Pennsylvania without reference to choice-of-law rules.

13. Integration. The Parties acknowledge and expressly agree that this Agreement contains the entire agreement of the Parties, that there are no other agreements, representations, promises, or negotiations that have not been expressly embodied herein, and that this Agreement supersedes any and all prior agreements with respect to the subject matter hereof.

14. Modification in Writing. The Parties agree that this Agreement may be amended or modified only by a writing executed by the Parties.

15. Evaluation of the Agreement. The Parties either are or had the opportunity to be represented by counsel of each Party's choice during the process of negotiating this Agreement and deciding whether to enter into it. Each Party understands and appreciates the contents and legal consequences of this

Agreement. The Parties have read this Agreement completely and thoroughly, and have the authority to enter into this Agreement.

16. Captions; Days. Any titles, section numbers, or section letters appearing in this Agreement are inserted only as a matter of convenience and in no way limit, define, construe, or describe the scope or intent of any provision hereof. All references to a number of days throughout this Agreement refer to calendar days.

17. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. A .pdf or photocopy of this Agreement shall be effective as if it were an original.

18. Mutually Drafted. The Parties acknowledge that the drafting of this Agreement is a mutual effort among the Parties and (as applicable) their counsel, and that this Agreement is not to be construed against any Party or group of Parties on the basis of that Party or its counsel being a drafter of any portion or the whole of this Agreement.

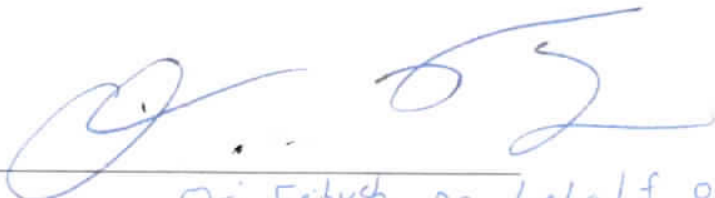
19. Notice. All notices required or permitted hereunder shall be in writing and shall be sent by Certified U.S. Mail, return receipt requested or by a national overnight courier service, such as FedEx, UPS or DHL, and addressed to the party intended at the address set out at the beginning of this Agreement. Any party may change its address for notice via a notice sent to the other party in accordance with this paragraph.

EXECUTED this 11th day of August, 2025.

By: Morgan Rodzye

CHAIRPERSON, SOUTH OF SOUTH
NEIGHBORHOOD ASSOCIATION

By:


Ori Feibush on behalf of
OWNER 1601 Washington FSO LLC