

AFTER RECORDING, RETURN TO:

Brewerytown Sharswood Community Civic Association
3000 "D" West Master Street
Philadelphia, PA 19121

OPS# 881146950, 2134-38 Ridge Avenue, Philadelphia, PA 19121

COMMUNITY BENEFITS AGREEMENT AND INDENTURE OF RESTRICTIVE COVENANTS

THIS COMMUNITY BENEFITS AGREEMENT AND INDENTURE OF RESTRICTIVE COVENANTS (this "Agreement"), is made as of this 2nd day of December 2022, and effective as of the 2nd day of December, 2022 (the "Effective Date"), by and between 2134 Ridge Ave, LLC, a Pennsylvania limited liability company, having a mailing address of/at 2035 Chatham Drive Bensalem PA 19020 ("Developer"), and the BREWERYTOWN SHARSWOOD COMMUNITY CIVIC ASSOCIATION, a Pennsylvania nonprofit corporation, having a mailing address of/at 3000 "D" W. Master Street Philadelphia, PA 19121 ("BSCCA") (Developer and BSCCA are hereinafter sometimes referred to herein individually as a "Party" and collectively as "the Parties").

BACKGROUND

A. Pursuant to that certain Deed dated December 21, 2021, and recorded in the City of Philadelphia Department of Records on February 9, 2022, as 2134 Ridge Ave, LLC., Developer is the fee simple owner of the Lot (as such term is defined in the Zoning Code) and/or real property located at, having an address of and known as 2134-38 Ridge Avenue, Philadelphia, PA, and having a City of Philadelphia Office of Property Assessment account number of 881146950 (the "Property"), as more specifically defined in the Legal Description attached as Exhibit A.

B. The Property is located within an Commercial and Mixed-Use Base District and the Neighborhood Commercial Mixed-Use-2 zoning districts/classifications.

C.. The Property is presently a vacant lot.

D. It is the Developer's intention, desire, and plan to develop, erect and construct an attached structure with twenty-seven (27) dwelling units and a roof deck accessed by multiple roof deck access structures (3). sizes and locations as shown in plan for use as a multi-family household living and a vacant commercial space at the ground floor (separate use registration required prior to occupancy). the ground floor must occupy 100% of the ground floor frontage and be located within 30ft of building depth. The structure will be provided with eleven (11) parking spaces which will include one (1) ADA accessible parking space and a minimum of nine (9) class 1A bicycle parking spaces (the "Project").

E. Developer, by and through its architect, Designblendz Architecture, LLP DBA: DESIGNBLENDZ LLC, applied to the City of Philadelphia Department of Licenses and Inspections ("L&I") at Zoning/Use Permit application number ZP-2022-004079 (the "Application") for authorization and permission to erect the Project.

F. On or about June 23, 2022, L&I issued a Notice of Refusal (the "Notice of Refusal") in connection with the Application and the Project as the Project, as provided for in/with the Application, did not comply with certain specified requirements, provisions and/or sections of the Zoning Code set forth in the Notice of Refusal cited.

G. The Developer, by and through its attorneys, Dilworth Paxson, LLC, filed a timely appeal (the "Appeal") of the Notice of Refusal to the City of Philadelphia Zoning Board of Adjustment ("ZBA") for the granting or issuance of variances from/for those certain specified requirements, provisions and/or sections of the Zoning Code cited in the Notice of Refusal and to thereafter/thereby allow and permit L&I to issue the required zoning approval(s) and permit(s) for the Project.

H. Following the filing of the Appeal to the ZBA, the Philadelphia City Planning Commission designated or confirmed that BSCCA would be the Coordinating Registered Community Organization, as such term is defined in the Zoning Code, for the Appeal.

I. Developer, along with its attorneys, Dilworth Paxson, LLC., and its architect, Designblendz Architecture, LLP DBA: DESIGNBLENDZ LLC, met virtually-remotely BSCCA and members, residents, business owners and property owners in, from and of the area, neighborhood and/or community surrounding the Property, all in conformance with the requirements of 14-303 of the Zoning Code.

J. A virtual-remote hearing before the ZBA on and in connection with the Appeal is presently scheduled for December 7, 2022, at 2 pm.

K. Developer seeks and wishes to obtain BSCCA's support for the Project and the Appeal.

L. Developer acknowledges that BSCCA seeks to maximize the benefits of new development within BSCCA's service area to the residents, business owners and property owners within BSCCA's service area.

M. Developer recognizes the role of BSCCA as a community stakeholder aiding in community revitalization, development and improvement has and will have a positive impact on Developer, the Property and the Project.

N. Pursuant to this Agreement, Developer agrees to work with BSCCA towards their common goal of promoting just and equitable development of and within BSCCA's service area supporting BSCCA's residents, business owners and property owners to benefit from the economic opportunities available through new development.

O. BSCCA has agreed to support the Appeal on the condition that Developer and BSCCA enter into a recorded community benefits agreement ensuring that the Project is developed and maintained in accordance with the provisions of this Agreement.

P. Developer and BSCCA agree that Developer or any successor to Developer's interest in the Project shall be required to provide the benefits outlined herein so long as a project is constructed which could not have been constructed without a grant of the Appeal.

AGREEMENT

Now THEREFORE, intending to be legally bound, and in consideration of the Background, the mutual agreement of the Parties, and in and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties, Developer hereby declares that the Project and the Property are and shall be held, transferred, sold, conveyed, used, occupied, and encumbered subject to the conditions and restrictions set forth below as if said covenants were set forth in the deed by which Developer acquired title to the Project and the Site, and said conditions for all purposes shall be deemed to run with the land, and Developer and BSCCA agree as follows:

1. BSCCA Support.

- a. BSCCA shall support the Appeal with respect to the Project and shall provide a letter of support to the ZBA for the granting of the required and requested variances associated therewith. This subsection applies to members of the BSCCA Board of Directors (the "Board"), but nothing in this Agreement shall be construed to restrict the speech of any community member who is not on the Board who wishes to speak in support or opposition of the Project.
- b. It is specifically understood by the Parties that BSCCA's non-opposition of/for the Project and for the granting/approval of the Appeal for the requested variance relief is based on unique facts, and that it in no way constitutes a precedent for (nor shall it be used or cited for) similar treatment of any other property or properties within BSCCA's jurisdiction/ boundaries.

2. Affordable Housing Set Aside. Developer agrees to set aside five (5) of the Project's residential units as affordable housing (the "AHU"), based on the following conditions:

- a. AHU Size. The AHU shall be a mix of one (1) and two (2) bedroom units. At least two (2) shall be two (2) bedroom units.
- b. Parity. The AHU will be developed at the same time as the Project's market-rate units and be materially the same in fit and finish. Any maintenance or improvement performed on the market rate units shall be performed on the AHU in a manner consistent with all other units in the Project.
- c. Income Restriction. The AHU shall be leased to households whose gross annual income at the time of the household's initial occupancy of the AHU does not exceed sixty (60%) percent of area median income ("AMI") (adjusted for household size) in the Philadelphia Metropolitan Statistical Area (the "PMSA") as established from time to time by the U.S. Department of Housing and Urban

Development. The term "Eligible Household" means a household with income under this limit. Gross annual income shall be calculated in accordance with Section 2.k.ii below.

- d. Rent & Utilities. Each Eligible Household shall pay, for monthly rent and utilities (whether paid directly to Developer, a property manager, or utility company), no more than thirty percent (30%) of the gross monthly income for households with incomes at sixty percent (60%) of AMI for the PMSA, adjusted for household size. For the avoidance of doubt, the base rent for the AHU shall not exceed: the Current gross monthly rent limits for Philadelphia, adjusted by unit type, as set forth by the Pennsylvania Housing Finance Agency for the Low Income Housing Tax Credit Program for sixty percent (60%) AMI households (the "PHFA Limits") minus (ii) the Current utility allowance as published by the Philadelphia Housing Authority ("PHA") for each utility for which PHA Currently provides a utility allowance to PHA tenants. For the purposes of this subsection, "Current" and "Currently" means the rent limits and utility allowances most recently published or provided by the relevant agency or authority at the time a payment of rent is due and payable. Tenants of the AHU may not be charged any non-optional fees and charges associated with residing at the Project. For reference, the 2022 PHFA Limits are attached hereto as Exhibit "B".
- e. Household Composition. An Eligible Household may not consist only of full-time college or graduate students or other individuals who are likely to be Eligible Households for only a limited period of time. No Eligible Household may include anyone with a familial relationship with (a) Developer or any person with an interest in Developer; or (b) the property manager for the Project ("Property Manager") or any person with an interest in the Property Manager. Furthermore, no Eligible Household may include anyone in a business relationship with: (1) Developer or Property Manager; (2) any person with an interest in Developer or Property Manager; (3) or anyone with a familial relationship with Developer or Property Manager.
- f. AHU Rental Process.
 - i. Referral Source. BSCCA and/or one or more other organizations BSCCA may designate as the source for referral of Eligible Households (the "Referral Source") shall refer potential Eligible Households for the AHU to Owner.
 - ii. Referral Process.
 - 1. Owner shall provide Referral Source with written notice of the availability of the AHU for rental and provide Owner's rental application. Referral Source shall, within thirty (30) days following the date of Owner's written notice of availability, refer an Eligible Household to Owner.
 - 2. If Owner rejects an Eligible Household referred by the Referral Source, Owner shall provide the Eligible Household and the Referral Source with a written rejection notice stating the reason for such rejection and the Referral Source shall provide a substitute Eligible Household to Owner within thirty (30) days of receiving such rejection notice. In evaluating applications for AHUs, no Eligible Household

shall be rejected on any prohibited basis under Philadelphia Code § 9-1108 or as prohibited by any State or Federal leasing law.

3. Every three years after an Eligible Household has commenced occupancy of an AHU, Owner shall cooperate to facilitate recertification of that household's income by the Referral Source. Owner shall provide BSCCA ninety (90) days' notice prior to the recertification date, assist the Referral Source in communicating with the Eligible Household about this process, and perform such recertifications directly if the Referrals Source is unable or unavailable to do so for any reason. Any income recertifications performed by Owner shall be promptly provided to BSCCA.
 4. If BSCCA shall fail to designate a Referral Source to carry out one or more of the procedures of this Section 2.h (other than as described in the following Section); or (ii) BSCCA notifies Owner that the Referral Source will discontinue carrying out such procedures, BSCCA and Owner shall cooperate in good faith to institute substitute procedures to accomplish the purpose of the procedure(s) for which the Referral Source is not available to conduct.
 5. If the Referral Source fails to timely refer an Eligible Household within the timeframes provided above, or if the process outlined in this Section has failed to identify an AHU tenant within ninety (90) days from Owner's first notice to the Referral Source of the AHU vacancy, Owner may rent the AHU to any Eligible Household after submitting an initial income certification to the Referral Source at no less than ten (10) days prior to entering the lease, and receiving approval or no written objection from BSCCA and/or Referral Source.
- g. Over Income Units. A household who was an Eligible Household at the time of its initial occupancy of the AHU will not cease to be an Eligible Household so long as the household's gross annual income does not exceed eighty percent (80%) AMI for the PMSA, adjusted for household size, but will become an "Over Income Household" if its income increases above that limit. An Over Income Household's unit (the "Over Income Unit") will continue to qualify as an AHU, and the Over Income Household shall continue to pay the AHU Rent applicable to that unit, until the first date on which any lease for a market rate residential unit with the same number of bedrooms as the Over Income Unit at the Project expires. Upon that date, the market rate unit with the expiring lease shall be rented as an AHU, consistent with all requirements of this Agreement. Upon that same date, the Over Income Unit will cease to be counted as an AHU, and the Over Income Household will only be entitled to pay the AHU Rent through the end of the household's current lease term. Within ten (10) days of becoming aware of the existence of an Over Income Unit, Developer shall provide the household in the Over Income Unit with notice that the unit's rent will no longer be restricted at the end of the lease term. Developer may not charge the household an unrestricted rent at the beginning of the next lease term unless Developer has timely provided such notice.

- h. Equal Use. Households occupying the AHU shall have equal use and enjoyment of all Project amenities and services. No unique or unusual restrictions, requirements, fees, or rules shall be imposed on households occupying the AHU, other than the lease requirements of Section 2.j. below. Any optional amenities, services, upgrades, rental of parking, or other facilities shall be offered to the households occupying the AHU at the same cost or fee as other units in the Project. Developer shall not disclose the identity of the AHU or the AHU tenant to other tenants of the Project.
- i. Lease Requirements. Every lease for the AHU, or a rider thereto, shall:
 - 1 Require that AHU tenant household uses the unit as its principal residence.
 - 2 Prohibit subleasing or assignment of the lease;
 - 3 Subject to subsection (g) above, clearly state any bases for rejection of applicants.
 - 4 Include an acknowledgment of the requirements of this Section 2 and an acknowledgment that the AHU will no longer be subject to this Agreement should the lease terminate after the AHU Compliance Period has expired.
- j. Income Calculation, Certifications and Reporting.
 - i Certifications. Developer must submit to BSCCA an annual certification that it continues to comply with the provisions of this CBA. This certification shall be submitted on or with such documentation as may be reasonably prescribed by BSCCA, which may include third-party verification. Any documentation prescribed or required by the City for its Mixed-Income Neighborhoods Overlay Districts shall be deemed reasonable for the purposes of this paragraph.
 - ii Calculation of Annual Income. All calculations of a household's annual gross income shall be made according to the calculation of gross household income prescribed by the City (or any of its departments or agencies) for the City's Mixed Income Housing Bonus pursuant to Section 14-702(7) of the Philadelphia Code, as amended, or for any successor City mixed income housing bonus. The calculation shall be made using the most current calculation prescribed by the City (or any of its departments or agencies) at the time the calculation is made. For reference, the current calculation is the sum of (i) employment income (gross amount of wages, salaries, overtime pay, commissions, fees tips, and bonuses); (ii) payments in lieu of earnings (Social Security, SSI, Pensions, etc.); (iii) public assistance; and (iv) other income for all members of the household.
 - iii Records. Developer shall retain a copy of each document or record used to perform the income calculations and certifications required under this Section for at least five (5) years from the date of the income calculation or certification that relied on such document or record. BSCCA or its designee shall have the right to conduct audits of the information related to AHU and associated files and documentation to confirm compliance with

the requirements of this Agreement. BSCCA may, at its sole option, designate a third party as the recipient of all documents required under this Section by providing written notice to Developer.

3. **AHU Compliance Period.** The AHU shall be set aside as affordable housing under the terms of this Agreement for (i) ten (10) years from the date Developer receives the first Certificate of Occupancy ("CO") issued by L&I for residential dwelling units within the Project upon its initial construction.
4. **Termination Events.** This Agreement shall automatically terminate if one or more of the following occurs:
 - a. The ZBA does not grant Developer relief for the Project pursuant to the Zoning Relief;
 - b. Following an appeal of a Notice of Decision (the "NOD") by the ZBA granting the Zoning Relief and exhaustion or termination of all of Developer's opportunities to appeal; or
 - c. Developer abandons all permits obtained pursuant to the Zoning Relief and provides BSCCA with a letter from L&I confirming such abandonment of permits.
 - d. The expiration of this Agreement by its own terms.
5. **Recording.** BSCCA shall cause this Agreement to be submitted for recording with the Philadelphia Recorder of Deeds. If this Agreement is rejected for recording by the Philadelphia Recorder of Deeds for any reason, the Parties shall cooperate to correct the problem and BSCCA shall resubmit it for recording.
6. **Conformity with Plans.** Developer agrees to construct the Project substantially in accordance with the plans attached (the "Plans"), subject to design modifications which may be made in connection with obtaining any approvals or permits, provided that such changes do not materially alter the height, mass, scope, or appearance of the project ("Permitted Changes"). No Permitted Change shall affect the obligations of Developer under this Agreement.
7. **Binding Effect.** The specific rights and privileges set forth in this Agreement shall be binding on and inure to the benefit of each of the Parties hereto, their heirs, successors, assigns, and transferees. The word "Developer" as used herein includes the Developer named above as well as its successors and assigns, and all successors to the Developer's interest in the Property, each of which shall have the same obligations, rights, remedies, powers, authorities, and privileges as it would have had it originally signed this Agreement as Developer. In the event that Developer transfers or divests itself of the Project and/or the Site, or any lesser interest therein, excepting only commercial or residential leases, Developer will ensure that this Agreement is a material term of any such transaction, and specifically assign its interests and duties in this Agreement to its successor in interest to the Project and/or Site. In the event of any transfer or transfers of any or all of Developer's interest in the Property and/or the Project, Developer shall be relieved of any and all of its obligations, responsibilities and duties under this Agreement that shall arise after said transfer(s) provided that prior to said transfer(s) BSCCA is provided with written notice of the name(s), mailing address(es), and facsimile number(s) of the

transferee(s) as well as a written and signed acknowledgment, joinder and assumption of all of the terms and conditions of this Agreement by said transferee(s). Notwithstanding the foregoing, the Parties agree, intend, declare, and covenant that the covenants set forth herein governing the use and occupancy of the Project and the Site shall be and are covenants running with the Project and the Site for the Compliance Periods hereunder, and binding upon all subsequent owners of the Project and the Site for the applicable Compliance Periods, and that no failure to effect an assignment as required by this Section shall limit the ability of BSCCA to enforce this Agreement against a successor to any of Developer's interest in the Property.

8. **Time is of the Essence.** Developer and BSCCA agree that in fulfilling all terms and conditions of this Agreement, time is of the essence,

9. **Two Constructions.** It is the intent of the Parties hereto that if any term, covenant, condition, or agreement of this Agreement is capable of two or more constructions, one or more of which would render the provision void, and the other or others of which would render the provision valid, then the provision shall have the meaning or meanings which would render it valid.

10. **No Construction Against Drafter.** No provision of this Agreement shall be construed against or interpreted to the disadvantage of Developer or BSCCA by any court or other governmental or judicial authority by reason of such Party having or being to have drafted, structured, or dictated such provision.

11. **No Waiver.** No individual or number of waivers by any Party of any breach by another Party of any of their obligations, agreements or covenants hereunder shall be a waiver of any subsequent breach or of any other obligation, agreement or covenant the non-breaching Party(ies), nor shall any forbearance by any Party to seek a remedy for any breach by another Party be a waiver by the non-breaching party of their rights and remedies with respect to such or any subsequent breach. Similarly, any consent or approval by a Party to or of any act by another Party requiring that Party's consent or approval shall not be deemed to render unnecessary that Party's consent or approval to or of any subsequent similar act by the other Party. No breach of a covenant or condition of this Agreement shall be deemed to have been waived by any Party, unless such waiver is in writing and signed by said Party. The Parties expressly waive any right of defense which they may have based on any purported merger of any cause of action, and neither the commencement of any action or proceeding nor the settlement thereof or entering of judgment therein shall bar any other Party from bringing subsequent actions or proceedings from time to time.

12. **Remedies.**

a. In the event a Party fails to perform any of the material covenants and obligations contained herein and such failure shall continue for a period of thirty (30) days after written notice thereof, said Party shall be deemed to be in breach of this Agreement. In the event of an alleged or actual material breach of this Agreement by a Party, the non-breaching party shall be entitled to bring an action in the Court of Common Pleas,

Philadelphia County, against the breaching Party and/or their successors in interest, which Court shall have jurisdiction over the matter. The Parties agree that: (a) damages are not an adequate remedy, (b) the non-breaching party shall be entitled to both damages and equitable relief, (c) if any legal action, suit or proceeding is commenced by a Party regarding their rights under this Agreement, the prevailing Party shall be entitled to recover, in addition to damages or other relief, costs and expenses, attorneys' fees and court costs (including, without limitation, expert witness fees) related to any legal services which are performed on behalf of the prevailing Party in order to obtain compliance hereunder, or to bring suit for damages or injunctive relief. The amount of such fees shall be determined by the appropriate court of law or equity, unless the Parties agree otherwise. As used herein, the term "prevailing party" shall mean the party which obtains the principal relief it has sought, whether by compromise settlement or judgment. If the party which commenced or instituted the action, suit or proceeding shall dismiss or discontinue it without the concurrence of the other party, such other party shall be deemed the prevailing party.

b. Neither Developer nor any principal of Developer nor any owner of the Property, whether disclosed or undisclosed, shall have any personal liability with respect to any of the provisions of this Agreement.

13. **Due Authority.** Each individual executing this Agreement represents and warrants that they have the authority to do so and that execution and delivery of this Agreement has been duly and validly authorized. Each Party to this Agreement further represents and warrants that they have not: (i) transferred, assigned or conveyed; (ii) agreed to transfer, assign or convey; or (iii) taken any action that would cause there to be transferred, assigned or conveyed, at any time to any other person and/or entity, in whole or in part, any claim released by or otherwise subject to this Agreement and any interest therein.

14. **Severability.** The provisions of this Agreement are severable and the invalidity or unenforceability of any provision which is not essential to the effectuation of the basic purposes of this Agreement will not affect or impair the operation or effect of the remaining provisions which remaining provisions will continue in full force and operation.

15. **Notices.** Any notices shall be conveyed to the Parties at the following addresses, and fax and telephone numbers, or at such other addresses, emails, and telephone/fax numbers as shall be provided in writing to the other Parties.

If to BSCCA:
Brewerytown Sharswood Community
Civic Association
3000 "D" W. Master Street
Philadelphia, PA 19121 Tel.: (267) 858-4246
Email:
Attn:

If to Developer:
Name: 2134 Ridge Ave, LLC

Address: 2035 Chatham Drive
City, State Zip: Bensalem PA 19020
Tel.: 215-904-2293
Fax:
Email: emlagoudakis@yahoo.com

Attorney:
Dilworth Paxson, LLP
ATTN: Meredith Ferleger, Esq.
Address: 1500 Market Street
Suite 3500E
City State Zip: Philadelphia, PA 19102
Tel.: 215-575-7052
Fax.:
Email: mferleger@dilworthlaw.com

16. **Governing Law.** This Agreement shall be governed and construed in accordance with the laws of the Commonwealth of Pennsylvania.

17. **Counterparts.** This Agreement may be signed and executed in one or more counterparts, by original or facsimile/PDF signature, and when executed by all Parties shall constitute one and the same instrument.

18. **No Partnership.** Nothing herein shall be construed to create a partnership, or joint venture between the parties hereto. Nothing in this Agreement shall be construed as to confer or create third party beneficiary status or any other party or person, except as explicitly provided otherwise.

19. **No Individual Liability.** No officer, director, manager, member, partner, shareholder, trustee, representative, consultant, contractor, employee or agent of either Party shall be personally liable for the performance of or failure to perform any term or condition of this Agreement.

20. **Entire Agreement.** This Agreement contains the entire agreement of the Parties with respect to subject matter herein and supersedes all prior discussions, understandings, negotiations, communications and agreements, oral or written which are deemed merged herein. This Agreement shall only be modified by a writing signed by both Parties.

21. **Headings.** All headings, captions and titles contained in this Agreement are intended for convenience of reference only and are not to be deemed or interested as a summary of the provisions to which they pertain or as a construction thereof.

22. **Execution.** This Agreement is not and will not be binding on either Party until and unless it is fully executed by all of the Parties.

23. **Sunset Provision.** Notwithstanding anything to the contrary contained herein, this Agreement shall automatically terminate in its entirety eleven years (11) years after the Effective Date without any further action required by the Parties.

IN WITNESS WHEREOF, the Parties hereto intending to be legally bound, have set their hands and seals to this Agreement this 2nd day of December 2022.
Seal)

2134 Ridge Ave, LLC



By:

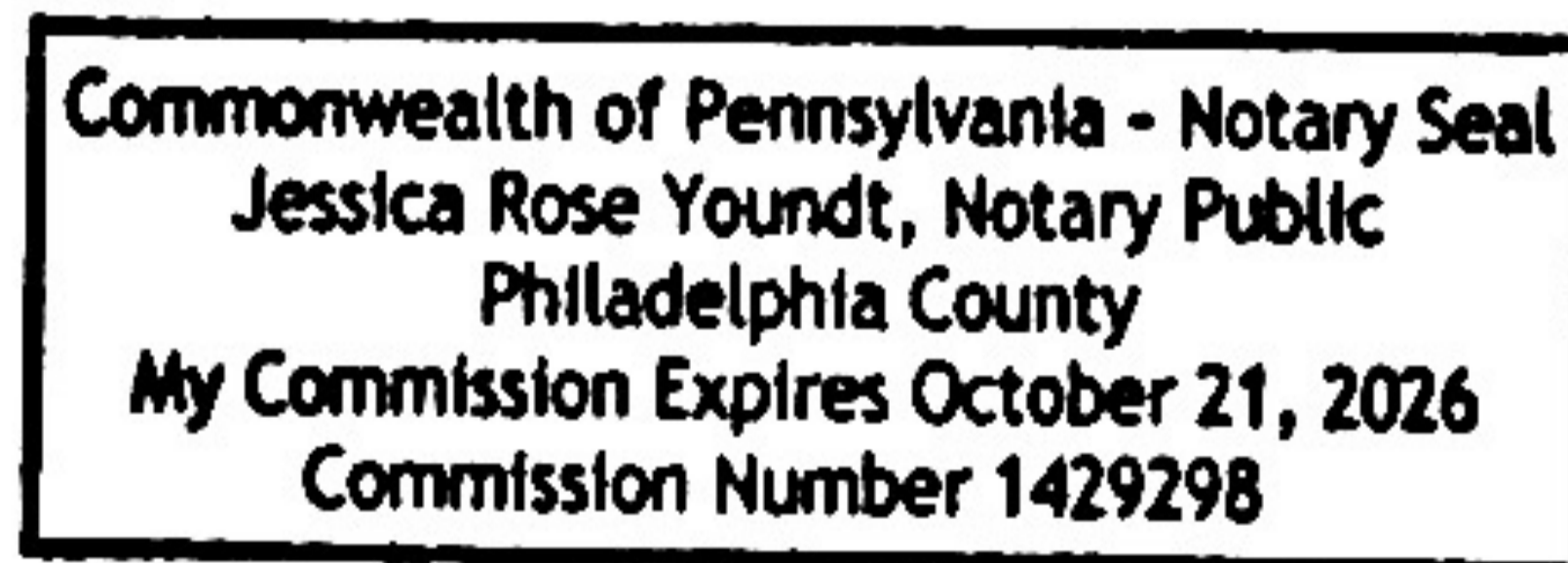
Name: EMMANOUIL LAGOUDAKIS

Title: OWNER.

COMMONWEALTH OF PENNSYLVANIA :
: SS:
COUNTY OF PHILADELPHIA :

On this day, the 2nd day of December, 2022 before me, a Notary Public in and for the Commonwealth of Pennsylvania, the officer, personally appeared Emmanouil Lagoudakis who acknowledged themselves to be the owner of 2134 Ridge Ave, LLC, a Pennsylvania limited liability company, and that they, such officer, being authorized to do so, executed the foregoing instrument for the purpose therein contained by signing the name of the company by themselves as such officer.

IN WITNESS WHEREOF, I hereunder to set my hand and official seal.





Notary Public
My Commission Expires: 10/21/26

[BSCCA Signature Page Follows]

BREWERYTOWN SHARSWOOD COMMUNITY CIVIC ASSOCIATION

By: [Signature]

Name: Herman Arce II

Title: President

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF PHILADELPHIA

On this day, the 5 day of December, 2022 before me, a Notary Public in and for the Commonwealth of Pennsylvania, the officer, personally appeared Herman Arce II who acknowledged themselves to be the President of Brewerytown Sharswood Community Civic Association, a Pennsylvania nonprofit corporation, and that they, such officer, being authorized to do so, executed the foregoing instrument for the purpose therein contained by signing the name of the company by themselves as such officer.

IN WITNESS WHEREOF, I hereunder to set my hand and official seal.

[Signature]

Notary Public
My Commission Expires:

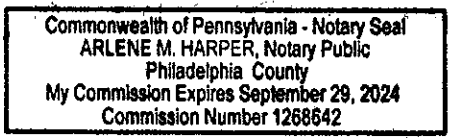


Exhibit "A"
Legal Description

ALL THAT CERTAIN lot or piece of ground, SITUATE in the 29th Ward of the City of Philadelphia, Commonwealth of Pennsylvania, bounded and described according to a Proposed Consolidation Plan made by Paul N. Lonie, Aqua Economics, LLC, dated July 1, 2019 as follows, to wit:

BEGINNING at a point formed by the intersection of the Northerly side of Oxford Street (50 feet wide on City Plan, legally open), and the Southwesterly side of Ridge Avenue (60 feet wide on City Plan, legally open);

THENCE extending along the said Northerly side of Oxford Street, North 78° 39' 00" West, a distance of 178.571 feet to a point on the Easterly side of North 22nd Street (60 feet wide on City Plan, legally open);

THENCE extending along the said Easterly side of North 22nd Street, North 11° 20' 00" East, a distance of 56.000 feet to a point;

THENCE extending South 86° 20' 00" East, a distance of 20.040 feet to a point;

THENCE extending South 78° 39' 00" East, a distance of 19.753 feet to a point;

THENCE extending South 11° 21' 00" West, a distance of 15.010 feet to a point;

THENCE extending South 78° 39' 00" East, a distance of 8.221 feet to a point;

THENCE extending North 11° 21' 00" East, a distance of 9.577 feet to a point;

THENCE extending partly through a wall, North 45° 30' 18" East, a distance of 51.043 feet to a point on the said Southwesterly side of Ridge Avenue;

THENCE extending along the said Southwesterly side of Ridge Avenue, South 44° 29' 42" East, a distance of 86.750 feet to an angle point in the same;

THENCE continuing along the said Southwesterly side of Ridge Avenue, South 21° 34' 35" East, a distance of 55.731 feet to the first mentioned point and PLACE OF BEGINNING.

BEING known as Proposed Parcel 'A' on said plan.

CONTAINING in area 10,603.0 square feet or 0.24341 acres

BEING commonly known as 2134 Ridge Avenue

Exhibit "B"
2022 PHFA Income/Rent Limits (for reference only)

MTXR041 7:41:13
 RUN DATE: 4/20/2022

P E N N S Y L V A N I A H O U S I N G F I N A N C E A G E N C Y
 LOW INCOME HOUSING TAX CREDIT PROGRAM
 INCOME LIMITS / RENTS AT 20%, 30%, 40%, 50%, 60%, 70%, 80% OF 2022 AREA MEDIAN INCOME

COUNTY	% OF MEDIAN	MEDIAN INC EFF. DATE	HOUSEHOLD SIZE									RENT						
			1 PERSN	2 PERSN	3 PERSN	4 PERSN	5 PERSN	6 PERSN	7 PERSN	8 PERSN	9 PERSN	EFF	1BRM	2BRM	3BRM	4BRM	5BRM	6BRM
NORTHUMBERLAND	20%	66,100	10,220	11,680	13,140	14,580	15,760	16,920	18,080	19,260	20,420	255	273	328	379	423	466	510
	30%	4/18/2022	15,330	17,520	19,710	21,870	23,640	25,380	27,120	28,890	30,630	383	410	492	568	634	700	765
	40%		20,440	23,360	26,280	29,160	31,520	33,840	36,160	38,520	40,840	511	547	657	758	846	933	1021
	50%		25,550	29,200	32,850	36,450	39,400	42,300	45,200	48,150	51,050	638	684	821	948	1057	1166	1276
	60%		30,660	35,040	39,420	43,740	47,280	50,760	54,240	57,780	61,260	766	821	985	1137	1269	1400	1531
	70%		35,770	40,880	45,990	51,030	55,160	59,220	63,280	67,410	71,470	894	958	1149	1327	1480	1633	1786
	80%		40,880	46,720	52,560	58,320	63,040	67,680	72,320	77,040	81,680	1022	1095	1314	1517	1692	1867	2042
PERRY	20%	94,300	13,220	15,100	16,980	18,860	20,380	21,880	23,400	24,900	26,400	330	354	424	490	547	603	660
	30%	4/18/2022	19,830	22,650	25,470	28,290	30,570	32,820	35,100	37,350	39,600	495	531	636	735	820	905	990
	40%		26,440	30,200	33,960	37,720	40,760	43,760	46,800	49,800	52,800	661	708	849	981	1094	1207	1320
	50%		33,050	37,750	42,450	47,150	50,950	54,700	58,500	62,250	66,000	826	885	1061	1226	1367	1509	1650
	60%		39,660	45,300	50,940	56,580	61,140	65,640	70,200	74,700	79,200	991	1062	1273	1471	1641	1811	1980
	70%		46,270	52,850	59,430	66,010	71,330	76,580	81,900	87,150	92,400	1156	1239	1485	1716	1914	2113	2310
	80%		52,880	60,400	67,920	75,440	81,520	87,520	93,600	99,600	105,600	1322	1416	1698	1962	2188	2415	2640
PHILADELPHIA	20%	105,400	14,760	16,880	18,980	21,080	22,780	24,460	26,140	27,840	29,520	369	395	474	548	611	674	738
	30%	4/18/2022	22,140	25,320	28,470	31,620	34,170	36,690	39,210	41,760	44,280	553	593	711	822	917	1012	1107
	40%		29,520	33,760	37,960	42,160	45,560	48,920	52,280	55,680	59,040	738	791	949	1096	1223	1349	1476
	50%		36,900	42,200	47,450	52,700	56,950	61,150	65,350	69,600	73,800	922	988	1186	1370	1528	1686	1845
	60%		44,280	50,640	56,940	63,240	68,340	73,380	78,420	83,520	88,560	1107	1186	1423	1644	1834	2024	2214
	70%		51,660	59,080	66,430	73,780	79,730	85,610	91,490	97,440	103,320	1291	1384	1660	1918	2140	2361	2583
	80%		59,040	67,520	75,920	84,320	91,120	97,840	104,560	111,360	118,080	1476	1582	1898	2193	2446	2699	2952

* Per person rent formulas pertain to properties with Pre-1990 tax credit allocations only.