Cira Centre South
Economic Opportunity Plan

I. Project and Plan Introduction

Brandywine Cira South ("Brandywine") has entered into a long-term ground lease with development rights to the former U.S. Post Office Annex building (the "Annex") which is bounded by 30th Street, Chestnut Street, Schuylkill Avenue and Walnut Street (the "Site"). The Project consists of the construction and operation of a high-density development by providing two (2) mixed-use high-rise towers (fronting on Walnut and Chestnut Streets, respectively), a parking garage (2,400+ spaces) in the middle of the block and street-level retail amenities.

The purpose, standards and procedures of this Economic Opportunity Plan (the "Plan") are the expressed wishes of Brandywine as set forth herein. Participants shall include professional services providers and their respective consultants, the general contractor or construction manager retained by Brandywine to construct the Project (the "General Contractor") and the General Contractor's subcontractors, and all vendors of supplies, services, equipment and materials for the Project (collectively, the "Participants" and each a "Participant").

It is the intent of Brandywine to use good faith efforts and to require all of its Participants to use good faith and nondiscriminatory efforts to provide either joint venture partnerships, sub-consulting and/or sub-contracting opportunities for minority, women and disabled disadvantaged business enterprises (collectively, "M/W/DBE or M/W/DBEs") as certified by the City of Philadelphia's Minority Business Enterprise Council ("MBEC"). In all phases of the Project, Brandywine will require that all Participants commit to the foregoing.

Neither Brandywine nor any Participant shall discriminate on the basis of race, color, religion, sex, national origin, sexual orientation, gender identity, ancestry, age, or handicap in the award and performance of contracts pertaining to the Project or with respect to any and all related employment practices. All Participants in the Project shall observe and be subject to the enforcement of all relevant City of Philadelphia, Commonwealth of Pennsylvania and federal laws, ordinances, orders, rules and/or regulations regarding M/W/DBEs and locally-based business enterprises. Furthermore, affirmative action will be taken, consistent with sound procurement policies and applicable laws, to ensure that M/W/DBEs are afforded a meaningful and representative opportunity to participate in contracts relating to the Project.

For the purposes of this Plan, the term "minority" shall refer to the following: African American or Black (all persons having origins in any of the Black African racial groups); Hispanic/Latino (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish or Portuguese culture or origin regardless of race); Asian and Pacific Islander (all persons having origins from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, the U.S. Trust Territories of the Pacific Islands (Republic of Palau), the Commonwealth of the Northern Marianas Islands, Macao, Fiji, Tonga, Kiribati, Juvalu, Nauru, Federated States of Micronesia, Hong Kong, India, Pakistan, Bangladesh, Bhutan, the Maldives Islands, Nepal or Sri Lanka; in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent or

the Pacific Islands); and Native Americans (which includes all persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians).

Agencies and representatives of the City of Philadelphia and/or Commonwealth of Pennsylvania may be consulted regarding the appropriate inclusion of M/W/DBE firms and socially/economically disadvantaged professionals in this Project as outlined in this Plan and with regard to its implementation.

II. Procedures for Determination

A. Project Scope.

This Plan shall apply to contracts awarded by Brandywine and sub-contracts awarded by its Participants.

B. Duration.

This Plan shall apply to contracts awarded and procurements by Brandywine and all Participants throughout the entire length of construction.

C. Statement of Objectives.

The Objectives set forth in the Plan shall be incorporated in all requests for proposals, bid packages and solicitations for the Projects and communicated to all Participant levels.

D. Good Faith Efforts.

Participants shall reasonably exhaust the use of good faith efforts as defined hereunder to provide appropriate participation and utilization opportunities for M/W/DBE firms. All Project contractors and vendors will be required to do likewise, consistent with best and sound procurement practices, and with applicable law. *Good faith efforts* will be deemed adhered to when a Participant meets the criteria set forth in this section and demonstrates and documents its efforts throughout the length of the Project. If the established ranges for inclusion of M/W/DBE firms are not met, a Participant must submit a Subcontracting/Vendor Plan showing how *good faith efforts* were made to achieve said ranges. This plan must include, but not be limited to, the following:

- Written request for assistance to Brandywine three (3) business days prior to the bid due date.
- Solicitation through newspapers, periodicals advertisements, job fairs, etc. that focus on construction and are minority-owned and/or focused.
- Telephone logs.
- Evidence of solicitation to qualified and MBEC certified M/W/DBE firms.
- Bid results and reasons as to why no awards were made to M/W/DBE firms.
- Use of City/MBEC-certified business firms via their directory.
- Correspondence between contracting firm and any M/W/DBE firms.
- Attendance logs and/or records of any scheduled pre-bid or pre-proposal meeting
- Specific, general and technical assistance offered and provided to M/W/DBE firms related to their portion of the project.

- Proof there was notification of and access to bid documents at company or other office locations for open and timely review.

E. Monitoring of *Good Faith Efforts*.

Requirements relative to monitoring of *good faith efforts* of Participants engaged in the Project shall be established by Brandywine in consultation with appropriate city, state and federal agencies and/or private professional entities to include the following:

1) Participants shall submit copies of signed contracts and purchase orders with M/W/DBE subcontractors.

2) Participants shall be ready to provide evidence of payments to their subcontractors, sub-consultants and supply vendors for participation verification. This documentation should be provided monthly or included with every request for payment to Contractors.

3) At the conclusion of work, the Subcontractor shall provide a statement or other evidence of the actual dollar amounts paid to M/W/DBE subcontractors.

4) All On-site Contractors shall be prepared to submit "certified" payrolls listing the following items for all on-site employees:

1. Full name
2. Social Security number
3. Full address
4. Trade classification (e.g., laborer, carpenter, apprentice, electrician, plumber, and foreman)
5. Gender
6. Race
7. Hours worked
8. All withholding (e.g., laborer, local, state, FICA, etc.)
9. Name of Contractor and Indication of Prime for Subcontractors
10. Name of Project

5) Certified payroll reports shall be signed by an authorized company officer.

6) The Participant shall comply with all applicable requirements of any federal, state or local law ordinance or regulation relating to contract and payroll compliance.

F. Documentation of *Good Faith Efforts* and Compliance.

Two components have been established to facilitate the inclusion of M/W/DBE firms as contractors and vendors, and minority /female/local residents as Project site workforce participants:

1) ***M/W/DBE contracting and vending participation levels***: the basis for each determination will be the total dollar amount of the bid/contract OR the total dollar amount of the bid/contract for the identified Project task.

2) ***Minority/Female/Local Resident Employment Participation Levels***: the basis for each determination will be the projected total on-site field employee hours divided by the number of minority, female and local residents' employee hours anticipated to be performed on the Contractor's payroll, and each of the Contractor's on-site subcontractors payrolls.

G. Oversight Committee.

Brandywine, in consultation with the appropriate agencies and entities, will establish and identify the members of a Project Oversight Committee, including representatives from Brandywine and/or the General Contractor and Construction Manager, Minority Business Enterprise Council and the District Councilperson. Participants will engage in monitoring, reporting and problem solving activities which are to include regular meetings to address all matters relevant to further development of the Plan, carrying out its implementation and the successful completion of the Project. In addition, it is Brandywine's intention to contract with **The** ~~**Guardian Group ("Compliance Monitor")**~~ to assist Brandywine and the Project Oversight Committee in the monitoring and reporting for the Project. In the event, that they are unavailable, Brandywine will find a competent Compliance Monitor.

The first meeting of the Project Oversight Committee shall be called by Brandywine within one (1) month of the initiation of this Project and shall meet on a regular basis during all phases of the Project. Participants will engage in monitoring, reporting and problem solving activities which are to include regular meetings to address all matters relevant to further development of the Plan, carrying out its implementation and the successful completion of the Project.

III. Certified M/W/DBE Firms

A. Only businesses that are owned, managed and controlled, in both form and substance, as M/W/DBE firms shall participate in this Project's Economic Opportunity Plan. To ensure this standard, all businesses, including joint ventures, must be certified by the Philadelphia Minority Business Enterprise Council (MBEC) or members of the Pennsylvania Unified Certification Program (UCP). Both agencies are authorized to certify such enterprises.

B. M/W/DBE certification should not be the sole determination of a Bidder's or Contractor's financial or technical ability to perform specified work. Brandywine reserves the right to evaluate the Contractor's or Subcontractor's ability to satisfy financial, technical, or other criteria separate and apart from said certifications before bid opening. Pre-qualification conditions and requirements shall be conveyed in a fair, open and non-discriminatory manner to all.

C. Brandywine recognizes that M/W/DBE certifications may expire or the firm may experience de-certification by an authorized governmental entity. Certifications that expire during a firm's participation on a particular phase of the Project may be counted

toward overall goals for participation ranges. However, said firm MUST become re-certified prior to consideration for future goal credit in the Project's Plan. If a firm has been de-certified, said firm would not be eligible to participate.

D. A M/W/DBE submitting as the prime contractor is required, like all other Participants, to submit a bid and/or RFP that is responsive to the Reauthorized Executive Order 02-05, and applicable law, and will only receive credit, in its certification category, for the amount of its own work or supply effort on the specified work in the bid and or RFP. In order to maximize opportunities for as many businesses as possible, a firm that is credited in two or more categories (e.g. MBE and WBE, or WBE and DBE) will only receives credit as either an MBE or WBE or DBE. The firm will not be credited toward more than one category. Bidders/Respondents will note with their submission which category, MBE or WBE or DBE, is submitted for credit.

E. Should Brandywine enter into Joint Venture relationships with certified M/W/DBE firms, these firms must meet the following criteria in order to receive credit towards participation goals:

1) The M/W/DBE partner(s) must be certified by MBEC, UCP or a qualified governmental agency authorized by law to certify such enterprises prior to proposal/bid submission.

2) The M/W/DBE partner(s) must be substantially involved in significant phases of the contract including, but not limited to, the performance (with its own work force) of a portion of the on-site work, and of administrative responsibilities, such as bidding, planning, staffing and daily management.

3) The business arrangements must be customary (i.e., each partner shares in the risk and profits of the joint venture commensurate with their respective ownership interests).

4) If a certified partner is an MBE, WBE or DSBE, the participation will be credited only to the extent of the partner's ownership interest in the joint venture; there may remain a requirement to meet M/W/DBE goals.

IV. Non-Compliance

A. In cases where Brandywine has cause to believe that a Participant, acting in good faith, has failed to comply with the provisions of the Plan, Brandywine in consultation with the Project Oversight Committee and with the assistance and consultation of the appropriate agencies and professional entities, shall attempt to resolve the noncompliance through conciliation and mediation.

B. In conciliation, the Participant must satisfy Brandywine and the Project Oversight Committee that said Participant has made its *good faith efforts* to achieve the agreed upon

participation goals by certified M/W/DBE firms. *Good faith efforts* on the part of the Participant/Contractor shall include:

1) Entering into a contractual relationship with the designated M/W/DBE firm in a timely, responsive and responsible manner, and fulfilling all contractual requirements, including payments, in said manner.

2) Notifying all parties, including Brandywine, the M/W/DBE firm, the Project Oversight Committee and all relevant Participants, of any problems in a timely manner.

3) Requesting assistance from Brandywine and/or the Project Oversight Committee in resolving any problems with any M/W/DBE firm.

4) Making every reasonable effort to appropriately facilitate successful performance of contractual duties by a M/W/DBE firm through timely, clear and direct communications.

C. In cases where Brandywine and/or the Project Oversight Committee has cause to believe that any Participant has failed to comply with the provisions of the Plan, they shall conduct an investigation.

D. After affording the Participant notice and an opportunity to be heard, Brandywine and/or the Project Oversight Committee are authorized to take corrective, remedial and/or punitive action. Such actions may include, but are not limited to:

1) Declaring the Participant as non-responsible and/or non-responsive, with a determination as ineligible to receive the award of a contract, continue a contract and/or ineligible for any other future contracts affiliated with this Plan;

2) Suspending the violating Participant from doing business with the Owner;

3) Withholding payments to the violating Participant; and/or

4) Pursuing and securing any relief which Brandywine and/or the Project Oversight Committee may deem to be necessary, proper, and in the best interest of the Owner and the Project, consistent with applicable policy and law.

V. Participation Goals and Ranges

The following Professional Services contract goals have been set for the combined Project:

Contracts	Minority Owned	Female Owned	Disabled Owned
Professional Services	25%	8%	2%

The following employment ranges have been set for the Project:

Employment	Local Residents	Minorities	Females	Disabled
Construction Workforce	50%	25%	5%	2%

The following contract ranges have been set for the Project:

Contracts	Minority Owned	Female Owned	Disabled Owned
Construction Contractors	25%	8%	2%

Brandywine Cira South LP

By: Brandywine Cira South LLC, its general partner

Gerard H. Sweeney
President and Chief Executive Officer

Date: September __, 2007