

SUBGRANT AGREEMENT BETWEEN
THE PHILADELPHIA AUTHORITY FOR INDUSTRIAL DEVELOPMENT
AND
[GARAGE OWNER OR AFFILIATE]

THIS SUBGRANT AGREEMENT (the "**Agreement**"), is made on _____, 201_ (the "**Effective Date**"), between the **Philadelphia Authority for Industrial Development** ("**PAID**") and [**Garage Owner or Affiliate**] ("**Subgrantee**").

BACKGROUND

A. PAID is a public instrumentality of the Commonwealth and is a body corporate and politic organized and established by the City of Philadelphia (the "**City**") and existing under the Pennsylvania Economic Development Financing Law, P.L. 251, August 23, 1967, 73 Pa.C.S.A. § 371 et seq., as amended.

B. [An affiliate of] Subgrantee is the purchaser of the parking garage (the "**Garage**") located underneath JFK Plaza, also known as LOVE Park, bounded by Arch Street to the north, John F. Kennedy Boulevard to the south, 15th Street to the east and 16th Street to the west, in the City of Philadelphia, Pennsylvania (the "**Park**").

C. Subgrantee must replace the waterproof membrane located below the Park and above the structure of the Garage and perform several other improvements to the Garage that will affect the surface of the Park (the "**Garage Project**"). To perform the Garage Project, Subgrantee will need to remove substantially all of the current improvements that constitute the Park.

D. The City has agreed to permit Subgrantee to perform the Garage Project provided that it restores the Park (the "**Park Project**" and, collectively with the Garage Project, the "**Project**") upon the terms and subject to the conditions set forth in that certain Construction License Agreement (the "**License**") to be executed by the City and Subgrantee. No part of the Project shall commence unless and until the License is fully executed and delivered.

E. The City and PAID entered into a grant agreement dated _____, 201_ (the "**Grant Agreement**") whereby the City agreed to grant to PAID, for further subgrant to Subgrantee for capital eligible expenditures on the Park Project, **THIRTEEN MILLION EIGHT HUNDRED FIFTY THOUSAND DOLLARS and 00/100 (\$13,850,000.00)** (the "**City Funding**"). The Grant Agreement is hereby incorporated by reference and is attached as **Exhibit A**.

F. Subgrantee desires to coordinate and manage the Park Project using City Funding in accordance with this Agreement.

G. The City desires to make funding available to Subgrantee to perform the Park Project, which will benefit the City and the general public.

NOW THEREFORE, in consideration of the mutual promises contained in this Agreement, and intending to be legally bound by this Agreement, PAID and Subgrantee mutually covenant and agree as follows:

1. **Incorporation of Background.** The Background recited above is hereby incorporated into and made a part of this Agreement.

2. **Disbursements of City Funding; PAID's Fee.**

A. PAID shall disburse the City Funding to Subgrantee for expenses incurred in connection with the Park Project or to reimburse Subgrantee for expenses paid in connection with the Park Project in accordance with the terms of this Agreement and consistent with the expenses identified in the Budget to be attached to the License as **Exhibit D**, as further provided in **Section 5.7** of the License. In no event shall the City Funding be used in connection with the Garage Project or otherwise than in strict accordance with the terms of this Agreement.

B. PAID shall have no obligation to advance any portion of the City Funding for construction work until: (i) Developer has complied with Developer's obligations set forth in **Sections 5 and 6.7** of the License and the City has granted all approvals required in **Sections 5 and 6.7** of the License; (ii) PAID has granted all approvals required under **Section 6.7** of the License; and (iii) the "Commencement Date" (as defined in the License) has occurred under the License.

C. PAID shall subgrant, transfer, and set over City Funding to Subgrantee under the terms and conditions of the Grant Agreement and this Agreement. PAID and Subgrantee acknowledge that Subgrantee will contract with a third party or parties for design, construction and related services to accomplish the Park Project, and those contracts will obligate Subgrantee to pay sums to those third parties for services and materials. Subgrantee must provide PAID with a copy of each such contract, for "Changes" (as defined in the License) approved by Subgrantee and the City under the License, and for other amounts agreed upon by Subgrantee and the City under the License. PAID agrees to transfer City Funding to Subgrantee for the payment of invoices and bills under those contracts in strict accordance with the following terms, conditions, and procedures:

i. Subgrantee shall submit written requests ("**Grant Request(s)**") in form reasonably acceptable to PAID for each disbursement of City Funding that Subgrantee seeks. Grant Requests shall be made no more frequently than once a month and must be submitted to the PAID on or before the 7th day of the month in order to be eligible for payment by the 5th of the following month;

ii. Each Grant Request must be accompanied by bills, invoices, and other documents explaining the services or materials supplied and their costs, and such other supporting documents as PAID may reasonably request from time to time;

iii. Subgrantee's President, Chief Executive Officer, Executive Director or other officer empowered by Subgrantee must sign each individual bill, invoice, or other document submitted with a Grant Request. These signatures will constitute certification that Subgrantee satisfactorily received the services and materials described in the bill, invoice, or document, the listed price of such services and materials is the amount Subgrantee agreed to and is actually being charged for those services and materials, and the bill, invoice, or document is accurate and true in all other respects;

iv. No Grant Request may exceed the total dollar amount of all bills, invoices and other supporting documents submitted with the request;

v. For any Grant Request requesting funding for the costs of construction, Subgrantee's general contractor for the Park Project (the "**Contractor**") must sign a statement showing the schedule, by trade, of the percentage of completion of the Park Project, detailing the portion of the Park Project completed and the portion not completed, in such detail as is reasonably acceptable to PAID;

vi. For any Grant Request requesting funding for the costs of construction or materials, Subgrantee shall submit conditional mechanics' and materialmen's lien releases for the Licensed Property from the Contractor, all subcontractors and all materials suppliers seeking reimbursement in that Grant Request, which lien releases shall be in form reasonably satisfactory to PAID;

vii. For any Grant Request requesting funding for the costs of construction or materials, Subgrantee shall submit final mechanics' lien and materialmen's lien releases for the Licensed Property from the Contractor, all subcontractors and all materials suppliers who were paid pursuant to the immediately-prior Grant Request, which lien releases shall be in form reasonably satisfactory to PAID;

viii. Subgrantee shall submit a copy of the completed Grant Request, along with all related materials required by clauses (ii)-(vii) above, simultaneously to PAID and to the City's Office of the Director of Finance, Budget and Program Evaluation ("**Budget Office**") for the City's approval of the Grant Request, and PAID will not grant, transfer, or set over any of the City Funding to Subgrantee unless and until it receives approval from the Budget Office in conformity with the terms and conditions of the Grant Agreement, particularly Section 2(D) of the Grant Agreement; and

ix. PAID, at Subgrantee's request and with approval from the Budget Office, may make any payments directly to any contractor, designer or other person or company performing any services for the Park Project.

D. Notwithstanding anything to the contrary contained in this Agreement, the final Grant Request for the Park Project shall not be paid until all of the following have occurred (in addition to all conditions set forth above in Section 2(C)): (i) the Park Project has been substantially completed and invoices therefor have been presented to PAID and the City as

provided in Section 2(C) above; (ii) Developer provides evidence that the Park Project has otherwise been paid for in full or will be paid in full upon final disbursement; (iii) Contractor has certified substantial completion, and the City has approved the Park Project; and (D) Developer has provided the releases of liens required by Sections 2(C)(vi) and (vii) above. PAID will fund the final Grant Request to Developer in a timely manner when Developer becomes entitled to that payment in accordance with the preceding sentence; provided, however, that PAID shall be entitled to retain a portion of the final disbursement of the City Funding allocable to punchlist items plus any retainage thereon as provided in Section 2(E) below. No payment by PAID shall be deemed PAID's or the City's approval or acceptance of the Park Project furnished or materials supplied as described in any Grant Request submitted by Developer.

E. Notwithstanding anything to the contrary set forth in this Section 2, PAID shall: (i) have the right to withhold from any portion of a Grant Request for construction work, a retainage of ten percent (10%) of such portion of that disbursement until the conditions for the final disbursement of the City Funding set forth in clause (D) have been satisfied (and thereafter 10% of any punchlist items until they are completed); and (ii) not be required to disburse or pay pursuant to this Agreement any amount in excess of the City Funding.

F. Subgrantee understands and acknowledges that the City Funding is available only for payment of capital eligible costs and expenses of the Park Project in accordance with the Budget and the City's Capital Eligibility Guidelines, attached to this Agreement as Exhibit B. Capital eligible expenditures shall be determined by the Budget Office in its sole discretion and any modifications to the use of the City Funding may occur only with the Budget Office's written approval.

G. Submission of each Grant Request shall constitute a representation by Developer that the work done and materials supplied to date are in accordance with the "Plans and Specifications" (as defined in the License); that the work and materials for which payment is requested have been physically incorporated into the Park Project; that the value is as stated; that generally the work and materials conform with all Applicable Laws; that payment for the items described in the Grant Request has been made or will be made with the proceeds of the advance for which the Grant Request was submitted; that the Grant Request is consistent with the Budget; and that no event shall have occurred which is or, with the passage of time or the giving of notice or both would constitute an Event of Default under this Agreement or the License.

H. If the Park Project should terminate for any reason whatsoever ("**Project Termination**") prior to completion of the Park Project, PAID will not be obligated to disburse any funds to Subgrantee regardless of whether City Funding is still available, except as is deemed necessary under Section 3(B) of this Agreement.

I. In consideration of PAID's services to Subgrantee under this Agreement, Subgrantee agrees that PAID will be compensated _____ **Dollars (\$_____)** by Subgrantee, and that PAID shall have the right to take such compensation directly from the disbursement of the first Grant Request.

3. **Term; Termination.**

A. The term ("**Term**") of this Agreement shall commence on the "Commencement Date" under the License (the "**Effective Date**") and terminate upon the earlier to occur of: (i) one (1) year following the Effective Date, and (ii) full disbursement of the City Funding in accordance with the terms herein; provided, however, that if the City exercises the "Renewal Term" under the License, the Term of this Agreement shall automatically be extended until the earlier to occur of (a) one (1) year following the expiration of the "Initial Term" under the License Agreement, and (b) full disbursement of the City Funding in accordance with the terms herein.

B. PAID reserves the right to terminate this Agreement in its sole discretion at any time and for any reason or no reason by giving Subgrantee thirty (30) days' written notice of termination; provided, however, that subject to Subgrantee's compliance with Section 2 above, this right to terminate does not diminish PAID's obligation to transfer to Subgrantee all necessary City Funding for payment of contract obligations incurred by Subgrantee prior to receiving notice of termination and further provided that all of PAID's obligations will be limited to the amount of City Funding actually transferred to PAID.

4. **Default; Remedies.**

A. The occurrence of any one or more of the following shall constitute an Event of Default by Subgrantee under this Agreement:

i. Failure by Subgrantee to perform any obligation of Subgrantee, the breach of which the applicable department of the City determines to be an immediate threat to the public health, welfare or safety of the City's residents;

ii. Failure by Subgrantee or its general contractor to pay any valid bill from any general contractor, subcontractor, supplier or materialman who performed work or furnished material for or in connection of the Park Project when the same was due;

iii. Failure by Subgrantee to observe or perform any other covenant, term, condition or provision of this Agreement within ten (10) days following receipt of notice (or such longer period of time, if any, as the City, in its sole discretion, may have granted Subgrantee in order to cure such failure);

iv. The assignment, levy, execution or the attachment by legal process of Subgrantee's interest in this Agreement;

v. The filing of a petition by or against Subgrantee for relief under bankruptcy or insolvency laws or for its reorganization or for the appointment pursuant to any local, state or federal bankruptcy or insolvency law of a receiver or trustee of any part of Subgrantee's property; or, an assignment by Subgrantee of a material portion of its assets for the benefit of creditors; or, the taking possession of the property of Subgrantee by any local, state or federal governmental officer or agency or court-appointed official for the dissolution or liquidation of Subgrantee or for the operating, either temporary or permanent, of Subgrantee's

business; provided, however, that if any such action is commenced against Subgrantee, the same will not constitute an Event of Default if Subgrantee causes the same to be dismissed or discharged within sixty (60) days after the filing of same; or

vi. An “Event of Default” (as defined in the License) under the License.

B. Upon an Event of Default, PAID and/or the City shall have the right to immediately terminate this Agreement by giving notice of termination to Subgrantee; immediately suspend all grants and payments of the City Funding to Subgrantee; order construction of the Project halted; or exercise any and all remedies available at law, in equity, and under this Agreement.

C. Within ten (10) days of the termination or cancellation of this Agreement for any reason, Subgrantee must remit to the PAID and the City a complete accounting of all the City Funding that Subgrantee received pursuant to this Agreement. Final statements for payment must be submitted within sixty (60) days of termination, as further provided in Section 5(C) below.

D. No failure by PAID to insist upon the strict performance of any term, covenant, agreement, provision, condition or limitation of this Agreement or to exercise any right or remedy consequent upon a breach of this Agreement, and no acceptance by PAID of full or partial performance during the continuance of any such breach, will constitute a waiver of any such breach or of such term, covenant, agreement, provision, condition or limitation. No breach may be waived except by a written instrument that PAID signed. This Agreement will continue in full force and effect with respect to any other then-existing or subsequent breach of this Agreement notwithstanding any waiver or a breach by PAID.

5. **Records; Reports.**

A. Subgrantee shall maintain full, complete, and accurate books of account and other records relating to its performance under this Agreement in accordance with generally accepted accounting principles, consistently applied, and promptly make them available for inspection by PAID and the City, within the City of Philadelphia, upon PAID’s or the City’s request. Without limiting this Section 5(A), Subgrantee shall keep detailed accounts of all its expenditures from the Budget, including but not limited to itemization of costs for legal, staff (by individual employee), and other services related to the Project and separately identify those expenditures using City Funding.

B. PAID, the City or its or their duly authorized representatives shall have the right at all reasonable times and places to inspect and audit Subgrantee’s books of account and other records maintained by Subgrantee relating to this Agreement.

C. Subgrantee shall submit to PAID, within sixty (60) days after the end of the Term, a report which includes a description of the activities undertaken by Subgrantee on or with respect to the Park Project. In addition, Subgrantee shall promptly submit to the City,

every other month, written reports regarding the activity and progress of the Project in a format the City prescribes.

D. During the Term, the City Controller shall have the right to audit the affairs of Subgrantee to the extent required under § 6-400 of the Philadelphia Home Rule Charter. In order to facilitate such an audit, upon reasonable notice, Subgrantee shall provide the City Controller with reasonable access to Subgrantee's books and financial records.

6. **Indemnification.**

A. Subgrantee shall, and shall cause its consultants, design professionals, engineers, contractors, subcontractors and suppliers to, indemnify, defend, and hold harmless PAID, the City, and their respective officials, commissioners, officers, directors, employees, and agents (collectively, the "**Indemnitees**") from and against any and all losses, claims, actions, damages, costs, expenses (including but not limited to court costs and attorney's fees), liabilities, and judgments, including but not limited to those in connection with loss of life, bodily injury (including death), personal injury, or damage to property, contamination or adverse effects on the environment, failure to pay, disputes with design professionals, engineers, contractors and suppliers, and any breach of this Agreement, directly or indirectly related to this Agreement, including without limitation, the violation of any Applicable Laws, and/or arising from Subgrantee's act or omission or negligence or fault or the act or omission or negligence or fault of Subgrantee's agents, consultants, design professionals, engineers, contractors, subcontractors, suppliers and their respective employees and invitees, relating to the Project or Subgrantee's obligations under this Agreement.

B. If any action or proceeding is brought against any Indemnitee by reason of any claim above, Subgrantee must, upon written notice from the Indemnitee, at Subgrantee's sole cost and expense, including without limitation, any and all attorneys', architects', experts' fees and/or court costs, resist or defend such action or proceeding by counsel approved by the Indemnitee in writing. No approval of counsel will be required where the claim is resisted or defended by counsel of an insurance carrier obligated to resist or defend such claim.

7. **Approvals.** Neither this Agreement nor any review, approval or inspection by the City or PAID, of any plans, work or other materials submitted or performed by Subgrantee in connection with this Agreement shall not constitute any representation, warranty or guaranty by the City or PAID as to the substance or quality of the matter reviewed, approved or tested. No person or firm shall rely in any way on such review, approval, or test, and at all times Subgrantee shall use its own independent judgment as to the accuracy and quality of all such matters. Review or approval by any City official of any work performed under this Agreement or under the License will not constitute or be construed to constitute approval or authorization otherwise required by the City's boards and commissions or by Applicable Law in connection with any and all aspects of such work.

8. **Assignment; Third Party Beneficiary; Enforcement by the City.**

A. Neither this Agreement nor the right to receive any City Funding is assignable or transferrable by Subgrantee, and shall not be assigned or otherwise transferred by Subgrantee without the prior written consent of PAID, which may be withheld in PAID's sole discretion.

B. The City of Philadelphia is a third party beneficiary of this Agreement. Except for the City, there are no third party beneficiaries to this Agreement.

C. Subgrantee acknowledges and agrees that all of PAID's rights and remedies under this Agreement may be exercised and/or enforced directly by the City.

9. **Release.** Notwithstanding anything in this Agreement or the License to the contrary, neither PAID nor the City shall be obligated to inquire into the accuracy or correctness or reasonableness of the Budget or any Grant Request, nor shall PAID or the City have any obligation or duty to Developer or any other person, including without limitation any Contractor or other Developer Party, to ascertain whether the payments made by the City correspond in amount to the sums to which the payee or payees are entitled under the terms of the Budget, any Grant Request or any other document or documents relating thereto or whether the person to which the payment is made is the proper recipient and, in that connection, it is expressly agreed that neither PAID nor the City shall have any liability as a result of the making or withholding of any payment, even if their acts are negligent. Subgrantee acknowledges that PAID's obligation pursuant to this Agreement to grant funds to support payment of costs related to the Park Project is limited to the grant and transfer of City Funding as provided in Section 2 of this Agreement. PAID shall have no obligation beyond those expressly set forth herein to pay for or fund the Park Project. Subgrantee releases, for itself, its officers, employees, officials, and agents, PAID and the City from any overruns, other costs, damages, losses, or claims which may result from the use or receipt of City Funding. Additionally, Subgrantee shall include in all contracts issued in connection with the Park Project a provision stating that the contractor is not in privity with, and will have no claim against, PAID or the City for any costs it incurs or claims to have incurred in connection with completing work on the Park Project, and must look solely to Subgrantee for payment of such costs.

10. **No Assignment; Binding Effect.** Subject to Section 8(A), the parties agree that this Agreement shall be binding upon, inure to the benefit of, and be enforceable by, their respective successors and permitted assigns.

11. **Compliance with Applicable Law.** Throughout the Term, Subgrantee will observe and comply with all present and future laws, ordinances, orders, rules, regulations, and requirements of all federal, state, and municipal governments, courts, departments, commissions, boards, or any other body exercising functions similar to those of any of the foregoing, which may be applicable to Subgrantee under this Agreement or the Park Project ("**Applicable Law**").

12. **Governing Law; Waiver of Jury Trial.**

A. The laws of the Commonwealth of Pennsylvania govern all matters arising under or related to this Agreement.

B. PAID and Subgrantee mutually waive the right to a jury trial in any action under this Agreement and consent to the exclusive jurisdiction of the Court of Common Pleas, Philadelphia County, in any litigation arising under or related to this Agreement.

13. **Merger.** This Agreement is the final and exclusive agreement between the parties with respect to the subject matter of this Agreement and supersedes all prior negotiations, presentations, or agreements, whether written or oral, with respect to the subject matter of this Agreement. Only a written instrument that both PAID and Subgrantee sign (and the City consents to) may amend this Agreement.

14. **Nondiscrimination.**

A. Subgrantee must not discriminate nor permit discrimination against any person because of race, color, religion, national origin or sex. In the event of such discrimination, the City or PAID may terminate this Agreement forthwith.

B. In accordance with Chapter 17-400 of the Philadelphia Code, Subgrantee 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 or privileges or conditions of employment on the basis of race, color, sex, sexual orientation, religion, national origin or ancestry, constitutes a substantial breach of this Agreement entitling the City and PAID to all rights and remedies provided in this Agreement or otherwise available at law or in equity.

C. Subgrantee agrees to include the immediately preceding paragraph, with appropriate adjustments for the identity of the parties, in all subcontracts which are entered into for work to be performed pursuant to this Agreement.

D. Subgrantee further agrees to cooperate with the Commission on Human Relations of the City of Philadelphia (the "**Commission**") in any manner which the Commission deems reasonable and necessary for the Commission to carry out its responsibilities under Chapter 17-400 of The Philadelphia Code. Failure to so cooperate will constitute a substantial breach of this Agreement entitling the City and PAID to all rights and remedies provided herein or otherwise available in law or equity.

17. **Business Corporate and Slavery Era Insurance Disclosure.** Subgrantee, after execution of this Agreement, will complete an affidavit certifying and representing that Subgrantee (including any parent company, subsidiary, exclusive distributor or company affiliated with Subgrantee) has searched any and all records of Subgrantee or any predecessor company regarding records of investments or profits from slavery or slaveholder insurance policies during the slavery era. The names of any slaves or slaveholders described in those records must be disclosed in the affidavit. Subgrantee expressly understands and agrees that any

false certification or representation in connection with this Section or any failure to comply with the provisions of this Section shall constitute a substantial breach of this Agreement entitling PAID to all rights and remedies provided in this Agreement or otherwise available in law (including, but not limited to, Section 17-104 of The Philadelphia Code) or equity and the Agreement will be deemed voidable. In addition, it is understood that false certification or representation is subject to prosecution under Title 18 Pa.C.S. Section 4904.

18. **Certification of Non-Indebtedness.**

A. Subgrantee hereby certifies and represents to PAID that Subgrantee and Subgrantee's parent company(ies), subsidiary(ies), and affiliate(s), if any, are not currently indebted to the City, and will not during the Term of this Agreement 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.

B. Subgrantee shall require any subcontractors using any City Funding as part of the Park Project or in connection with this Agreement to be bound by the following provision, and Subgrantee shall cooperate with PAID in exercising the rights and remedies described below or otherwise available at law or in equity:

"Subcontractor hereby certifies and represents that subcontractor, and subcontractor's parent company(ies) and their subsidiary(ies), are not currently indebted to the City of Philadelphia (the "**City**"), and will not at any time during the term of this Subgrant Agreement, dated _____, 2011 with PAID, (the "**Agreement**") 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."

C. Any breach or failure to conform to the aforesaid certifications shall constitute a default by Subgrantee and entitle PAID to exercise any rights or remedies available to it under this Agreement, at law, and in equity.

19. **Notices.** All notices, requests, and other communications under this Agreement must be in writing and must be sent by United States registered or certified mail, return receipt requested, postage prepaid, or by overnight or hand delivery service with receipt requested, or by facsimile followed by hard copy forwarded as aforesaid and addressed as follows:

If addressed to PAID: Philadelphia Authority for Industrial Development
c/o PIDC
Attn: Carol de Fries, Vice President, Market Development
2600 Centre Square West

15th and Market Streets
Philadelphia, PA 19103

With a copy to: Philadelphia Authority for Industrial Development
c/o PIDC
Attn: Vice President – Corporate Counsel
2600 Centre Square West
15th and Market Streets
Philadelphia, PA 19103

If addressed to Subgrantee:

If addressed to City: Department of Public Property
City Hall, Room 790
Philadelphia, PA 19102
Attn: Commissioner

With a copy to: Divisional Deputy City Solicitor
Real Estate and Economic Development Division
City of Philadelphia Law Department
1515 Arch Street, 17th Floor
Philadelphia, PA 19102

or to such other individual and/or address as the party to receive notice may from time to time designate by written notice to the other party in the manner above described.

[Signature page follows]

TO EVIDENCE THEIR AGREEMENT TO THE PROVISIONS SET FORTH ABOVE, and intending to be legally bound by this Agreement, PAID and Subgrantee have caused their duly authorized officers to execute this Agreement under seal as of the day and year first written above.

Approved as to Form
on behalf of PAID:

**PHILADELPHIA AUTHORITY FOR
INDUSTRIAL DEVELOPMENT**

By: _____
Ilene S. Burak, Esq.
Vice President-Corporate Counsel
Philadelphia Industrial
Development Corporation

By: _____
James McManus, Chairman

[GARAGE OWNER OR AFFILIATE]

By: _____
Name:
Title:

Exhibit "A"
To
Subgrant Agreement

GRANT AGREEMENT

Exhibit "B"
to
Subgrant Agreement

CITY OF PHILADELPHIA
CAPITAL ELIGIBILITY GUIDELINES