

GRIA, CVCA AND OLD GOUCHER (the" Coalition")
25TH STREET STATION DEVELOPMENT (the "Project")
COMMUNITY BENEFITS AGREEMENT
PROPOSED CONCEPTS

A. LOCAL HIRING:

The Coalition has, as one of its goals, the employment of local area residents and therefore desires that WV Urban Developments LLC (the "Developer"), the general contractor, "material" subcontractors and certain "major" tenants of the Project hire local residents. The Coalition understands that the Developer has engaged Whiting-Turner as general contractor and Commercial Interiors. The Coalition understands that both Whiting Turner and Commercial Interiors are locally-based contractors. The Coalition, however, would propose the following hiring-related terms:

Local Hire for Construction:

(For Large Projects)

Before awarding any contract or subcontract under which construction and/or development costs or services equal or exceed \$250,000, the Developer shall require that the contractor or subcontractor, as the case may be, agree that at least 50% of all work to be performed under such contract (including demolition, site development and construction) shall be awarded to locally-owned businesses, locally-based businesses or businesses with material local operations, who employ or will use good faith efforts to employ Baltimore City residents. Although, Whiting-Turner has been engaged as general contractor, the Coalition desires that the Developer obtain the agreement of Whiting-Turner to comply with the foregoing hiring requirements.

(For Smaller Projects)

When awarding service contracts, supply contracts, or small construction contracts, the Developer and Whiting-Turner shall be required to use good faith efforts to award contracts to locally-owned businesses, locally-based businesses or businesses with material local operations.

First Source Local Hiring And Job and Employment Readiness Training For Major Tenants

a. Purpose. Targeted job applicants and employees for (i) all retail tenants who lease at least 20% of the gross rentable retail space in the project and (ii) all commercial tenants who lease at least 20% of the gross rentable commercial space (non-retail) in the project (in each case referred to as a "Major Tenant"), shall first be residents who live within the designated boundaries of Coalition members and within the 21218 and 21211 zip code areas ("Local Community Residents"). If any Major Tenant is unable to find qualified applicants who reside

within the designated boundaries of Coalition members and these designated zip code areas, such Major Tenant shall then next give preference to qualified applicants who live within the 21218 and 21211 zip code areas generally (“Broader Community Residents”) and if there are no such qualified applicants within these designated zip code areas then next to Baltimore City residents generally (“Baltimore City Residents”). Each Major Tenant shall be required to use the Mayor’s Office of Employment Development for the City of Baltimore (“MOED”) as more particularly described below. Each Coalition member shall provide MOED, the Developer and each Major Tenant with the designated geographic boundaries of such Coalition member and these designated boundaries shall be used by the Developer and each Major Tenant to comply with the foregoing targeted hiring requirements.

b. Employment Readiness Program. MOED will provide residents with job training and employment readiness programs using its current relationships with workforce partners and job training organizations. Employers will communicate with MOED to identify the skill requirements for applicants they intend to hire, tailored to the employers’ particular needs.

c. Hiring Policy. MOED will prescreen prospective applicants to ensure that they meet the skill requirements set forth by Employers. MOED will promptly refer qualified, trained applicants to Employers for available jobs according to a reasonable timetable established by Employers.

d. First Source Referral System. The First Source Referral System, will be designated through a joint effort of the Developer and the Coalition or a designated agreement by and between the Developer and the Coalition. In particular, the Developer and the Coalition will work with MOED, with Employers and with MOED’s appropriate Work Force Partners to provide the referrals. The Coalition and the Developer agree that MOED will staff and operate the First Source Referral System. The Developer will meet and confer with the Coalition regarding the possibility of providing a secure space on site for the First Source System, for the convenience of Employers, Tenants and job applicants.

Job Training

Major Tenants will provide job training for adult Baltimore City Residents with giving first priority to Local Community Residents, second priority to Broader Community Residents and last priority to Baltimore City Residents, including, community college students, graduates in apprentices or journey-level positions, hard to employ youth and appropriate persons recently released from prison.

B. WAGE ISSUES:

Living Wage Goal

Seventy Percent Living Wage Goal. The Developer, the general contractor, material subcontractors and each Major Tenant shall make all reasonable efforts to maximize the number of living wage jobs in the Project. In particular, the Developer, the general contractor, material subcontractors, the Major Tenants and the Coalition shall agree to a Living Wage Goal of maintaining 70% of the jobs in the Project (including development, construction, management, retail, administrative and operation jobs) as living wage jobs (the "Living Wage Goal"). Achievement of the Living Wage Goal shall be measured annually commencing with the first anniversary date of the agreement. In the event that actual performance is less than 70% of the goal for two consecutive years, Developer shall meet and confer with the Coalition at the end of such two year period to determine mutually agreeable additional steps which can and will be taken to meet the Living Wage Goal. Notwithstanding the foregoing, the Living Wage goals shall not be applicable to employees for whom a substantial portion of their income associated with the Project is based on tips (such as wait staff at restaurants). In addition, notwithstanding anything to the contrary herein, the Developer, the general contractor, material subcontractors and the Major Tenants shall only be required to comply with the agreement's Living Wage Goal until such time as a law is enacted and in effect in Baltimore City which imposes a Living Wage requirement on employers.

Achievement of Living Wage Goal. For purposes of determining the percentage of living wage jobs in the Project, the following jobs shall be considered living wage jobs:

- jobs for which the employee is paid on a salaried basis at least \$20,751 per year if the employee is provided with employer-sponsored health insurance, or \$24,910 per year otherwise (these amounts will be adjusted as the average wage scale of local retail jobs change.)
- jobs for which the employee is paid at least \$9.98 per hour if the worker is provided with employer-sponsored health insurance, or \$11.98 per hour otherwise (these amounts will be adjusted as the first of each year based on the published mean annual salary for retail salespersons published by the Bureau of Labor Statistics for the Baltimore-Towson metropolitan area).

The percentage of living wage jobs in the Project will be calculated as the number of on-site jobs falling into any of the above two categories, divided by the total number of on-site jobs. The resulting number will be compared to the Living Wage Goal to determine whether the Living Wage Goal has been achieved.

Developer Compliance If Goal Not Met. – In the event actual performance is less than 80% of the goal for three consecutive years, Developer and Major Tenants, as applicable, shall pay a \$50,000 penalty (the “Penalty Amount”) and meet with the Coalition to develop additional steps to reach the living wage threshold. The Penalty Amount shall be paid by the Developer and/or Major Tenants, as the case may be, to a Baltimore City-based Goodwill organization, a Baltimore-City-based Salvation Army organization or a similar Baltimore City-based organization acceptable to the Coalition with the requirement that each such recipient organization use the Penalty Amount to fund a job-training or employment readiness program which targets Local Community Residents, Broader Community Residents and Baltimore City Residents. Each Coalition member shall be considered a third-party beneficiary of the Penalty Amount and shall be entitled to enforce the obligation of Developer and/or Major Tenants to pay any Penalty Amount due.

Reporting Requirements. The Developer and Major Tenants will need to provide an annual report on compliance with the Living Wage Goal, such report shall be audited by a third party acceptable to the Developer, the Major Tenants and the Coalition; the Developer and/or the Major Tenants shall be responsible for the cost of each such annual audit.

C. ASSISTANCE TO LOCAL BUSINESSES:

Local Business Subsidy.

In order to assist independent, locally owned and non-franchised retail businesses in establishing themselves at the Project (“Independent Local Tenants”), Developer (and/or Major Tenants) shall provide financial assistance to Independent Local Tenants in the form of rent subsidies, build-out assistance or some combination of the foregoing (the “Independent Local Tenant Subsidy”). In particular, for an Independent Local Tenant that operates from a single location in the Project, the Developer shall offer a subsidized rent of 50% off the first year, 33% off the second year, and 25% off the third year or shall provide the financial equivalent of such rent subsidy in the form of Developer-paid tenant build-out improvements or some other or shall provide a financially equivalent combination of rent subsidy and build-out assistance. The amount of space that would be subsidized can be limited to the first 2,000 square feet. The amount and type of assistance to be provided by the Developer and/or Major Tenants to each Independent Local Tenant shall be reported to the Coalition prior to execution of any lease with such Independent Local Tenant.

Local Business Occupancy Goal.

A minimum of 10% of the total retail square footage shall be occupied by Independent Local Tenants.

Local Business Support.

To show that they want to be good neighbors to local businesses, Major Tenants shall contribute to the assistance of local business by reimbursing the Developer for a portion of the above-referenced Independent Local Tenant Subsidy or by providing and funding their own programs to assist Independent Local Tenants located within the designated boundaries of the Coalition members (which may include nearby areas which are not part of the Project).

D. COMMUNITY PARTICIPATION:

CVCBD Surtax Payment. The Developer acknowledges and agrees that the entire development property is located within the boundaries of the Charles Village Community Benefits District (the "CVCBD"). In addition, because all or some portion of the development property may be located in an Enterprise Zone, all or some portion of the development property may be eligible for property tax abatement. Notwithstanding the foregoing, the Developer and each subsequent owner of the Project shall be required to pay the CVCBD surtax each year on the entire development property on its full assessed value (without reduction or abatement available to Enterprise Zone properties) at the then current tax assessment rate payable by other property owners located within the Charles Village Community Benefits District. In addition, the Developer agrees that it shall not seek a PILOT from the City or any other agreement which would reduce or eliminate the Developer's or any subsequent owner's obligation to pay the CVCBD surtax in full.

Cooperation and Coordination on Security and Sanitation Matters. The Developer and Major Tenants shall use good faith efforts to partner with the Department of Housing and Community Development, the Department of Health, the Baltimore City Police Department, the Coalition members and other community-based organizations in the Coalition area regarding community concerns and issues relating to public safety and trash and sanitation. In particular the Developer and Major Tenants shall coordinate their security and sanitation efforts with those of the foregoing organizations.

Public Art. The development shall include at least one significant work of public art with preference given to locally-inspired or community-based public art. The Developer will coordinate with the Coalition in the design, selection and installation of such public art. The amount available to fund such public work installation shall not be less than one percent (1%) of the total development costs of the Project.

Community Grants. The Developer shall advise the Coalition in writing of all opportunities for Coalition members and other community-based organizations to apply for grant funding from Major Tenants and shall reasonably assist the Coalition (or any Coalition member or other community-based organization) in obtaining more information on such grant opportunities and in applying for grants.

Meeting Space. The Developer shall identify and set-aside a secure multi-purpose room at the development for Coalition members and other community-based organizations to use for meetings and other functions.

Green Requirements. The following “green” requirements shall be included in the agreement:

1. every street adjacent to the project shall have planting strips along the curb between the pedestrian walkway and the street.
2. the greening plan shall extend to include the portions of 24th Street and Howard Street around the Verizon building.
3. the Developer/Owner shall enter into a partnership with the Coalition and CSX to maintain the areas surrounding the train area and access points funded to be funded by the Developer/Owner.
4. the Developer/Owner and Major Tenants shall enter into a partnership with the Coalition for further greening of the Coalition communities to be determined by the Developer/Owner, Major Tenants and the Coalition.
5. the Developer/Owner shall extend the treescape improvements east to St. Paul Street for two blocks and treescape improvements on 25th Street past Maryland Avenue.
6. Street lights shall be incorporated into the landscaping plan on both sides of all streets surrounding the project.
7. Developer shall pay \$5,000 to each Coalition member annually for each of 3 successive years (beginning with the date the community benefits agreement is executed by all parties and on each of the next two anniversary dates thereafter) (the “Greening Contribution”). The Greening Contribution shall be used by each Coalition member to fund “greening” initiatives within its respective community (which may include landscaping (installation and maintenance), streetscaping, improvements to public park and/or green spaces within its community). Each Coalition member shall be entitled to determine how to use the Greening

Contribution paid to such Coalition member and will advise the Developer on how any such funds have been used.

E. TRAFFIC CALMING ISSUES:

Traffic Calming and Pedestrian Safety. Developer agrees to support the requests made to the City of Baltimore in the Coalition's letter dated March 25, 2010 (as updated) to Jessica Keller, Department of Transportation, with attachment, regarding Traffic Calming, Pedestrian Safety, and Traffic Light Retiming concerns in an around the development area, including but not limited to, the removal of rush hour restrictions on Howard Street north of 25th Street.

Developer agrees to implement those changes as set forth in said letter to Jessica Keller, which relates to traffic calming and pedestrian safety issues in and around the development site.

Construction Traffic.

a. Construction workers shall be forbidden from using neighboring streets for parking. Developer should provide adequate parking for construction workers on site so that they do not park on the streets. If adequate parking is not provided onsite, the Developer should provide off-street parking for construction workers offsite, e.g. Potts and Callahan space at 29th and Sisson, and transport workers to the site.

b. Construction Traffic, such as dump trucks, cranes, and other construction related vehicles, shall use the designated truck route as outlined on the PUD.

c. Heavy construction traffic such as dump trucks, roll off trucks and movement of heavy equipment shall be restricted to 7 AM to 9 PM.

d. Developer shall make a contribution in an amount equal to one percent (1%) of the total development costs (the "Streetscaping Contribution") to fund off-site streetscape improvements. Any moneys contributed by the Developer to the Department of Transportation specifically to fund streetscape improvements will count against the required amount of the Streetscaping Contribution. The balance of the Streetscaping Contribution (i.e. the amount not contributed directly to the Department of Transportation for streetscape improvements) will be contributed to a fund or organization acceptable to the Coalition and spent equally to fund streetscape improvements within each the geographic area of each Coalition member (i.e. 1/3 for Charles Village, 1/3 for Remington and 1/3 for Old Goucher).

F. CONSTRUCTION

- a. Prior to commencement of any initial demolition or site improvement work, the Developer shall photograph the foundations of all residential properties located within a two block radius of any boundary of the development, so that any damage incurred during demolition, site development and/or construction can be documented.
- b. Prior to commencement of any initial development or site improvement work, the Developer shall adopt and implement a rat eradication program on the site, which rat eradication program shall be approved by the City and undertaken in accordance with any City guidelines on rat eradication.
- c. Developer shall at all times maintain a clean construction site and ensure that all adjacent streets are kept clear of any debris or trash attributable to the development.
- d. Developer shall develop a demolition and excavation plan that minimizes the impact of frequent truck trips on neighborhood streets. Such plan shall be in writing and subject to the approval of the Coalition.
- e. Developer shall require that each contractor and each subcontractor designate an individual who shall be approved by the City and whose responsibility shall be to flag traffic in and out of the site onto the site 1 access roads on W. 25th Street, Huntington Avenue and W. 24th Street.
- f. Developer shall work with the proper City and/or State agencies to ensure the installation and maintenance of covered rest areas and all public transit stops abutting the development, with benches at all public transit stops that will serve the development.
- g. Developer shall regularly update the 25th Street Station website periodically (but at least weekly) throughout the construction period to provide progress updates and information relevant to community concerns (water or gas main breaks, etc.)
- h. Developer shall designate and shall require that the general contractor and each Major Tenant designate an individual who shall be a “point of contact” for the Coalition. Such designations shall be updated from time to time (but at least quarterly). Such designations shall include full contact information for each individual so designated (including email address and phone numbers).

G. COMMUNITY IMPACT MITIGATION FUND

Because construction, development and operation the Project is expected to have a significant and material impact on the surrounding communities, the Developer shall be required to establish a mitigation fund prior to commencement of any site development and/or construction work (the "Mitigation Fund") for the benefit of each Coalition member in an amount to be mutually agreeable between the Coalition and the Developer. Funds in the Mitigation Fund shall be available to fund such costs and expenses as the Coalition shall deem necessary or appropriate to mitigate the affects of the Project on the surrounding communities.

H. ENFORCEMENT ISSUES: The Developer, the Owner and the Coalition shall be parties to this agreement; The agreement will be binding on successors and assigns of the Developer and the Owner, including but not limited to Tenants of the Owner or successors to the Owner; The agreement will be recorded in the Land Records of Baltimore City;

The proposed concepts set forth in this document are intended to set forth material concepts only of a proposed community benefits agreement and do not necessarily contain or reflect all terms and conditions which shall be included in a community benefits agreement. The Developer and the Coalition shall act in good faith to negotiate a mutually agreeable community benefits agreement in a timely manner. It is expected that a final or substantially final community benefits agreement shall be negotiated prior to the Coalition providing its support of the pending PUD legislation.