

LEASE OF LAND AND BUILDING FOR
PRIVATE REDEVELOPMENT
URBAN REDEVELOPMENT AUTHORITY OF PITTSBURGH

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LEASE OF LAND AND BUILDING FOR PRIVATE DEVELOPMENT

Lease of Land and Building for Private Development (hereinafter referred to as "Agreement"), made as of the day of January 1, 2011, by and between the **URBAN REDEVELOPMENT AUTHORITY OF PITTSBURGH**, a public body corporate (which together with any successor public body or officer hereafter designated by or pursuant to law, is herein called "Landlord"), and a Redevelopment Authority established and existing under the Urban Redevelopment Law of the Commonwealth of Pennsylvania, Act of May 24, 1945, P.L. 991, as amended (hereinafter referred to as the "Urban Redevelopment Law"), for the City of Pittsburgh (hereinafter referred to as "City"), County of Allegheny, Commonwealth of Pennsylvania, and **THE BUNCHER COMPANY** (hereinafter referred to as the "Master Tenant"), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, having an office for the transaction of business at 1300 Penn Avenue, Pittsburgh, Pennsylvania.

WITNESSETH THAT:

WHEREAS, Master Tenant and Landlord have entered into a Contract for Disposition By Lease of Land and Building for Private Development dated January 1, 2011, (hereinafter referred to as the "Contract for Lease") for the lease of Property, hereinafter defined, as described in Schedule A and shown on Schedule B attached hereto and made part hereof, (hereinafter referred to as the "Property") having erected thereon a building known as the Produce Terminal; and

WHEREAS, the Landlord has determined that Master Tenant is in compliance, to the extent time permitting, with the terms and conditions of that certain Master Development Agreement between Landlord and Master Tenant dated December 30, 2010 (the "Development Agreement"); and

WHEREAS, the Landlord has determined that this Agreement the Contract for Lease and the Development Agreement contains all of the provisions required by applicable laws and rules or regulations, or by any contractual obligations of the Landlord, to be contained in this Agreement; and

WHEREAS, Landlord, prior to the date hereof, has leased portions of the Leased Premises to other third parties, and such Leases are listed on Schedule C attached hereto and made a part hereof (the "Existing Leases").

WHEREAS, Landlord desires to master lease to Master Tenant and Master Tenant desires to take and hire from Landlord the Property and the Produce Terminal erected thereon which shall include approximately 150,000 agreed upon rentable square feet of space. (The Property and the Produce Terminal are sometimes hereinafter collectively called the "Leased Premises").

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations contained herein, the parties hereto do agree as follows:

Sec. 1. Lease of Property

A. Subject to all terms, covenants and conditions of this Agreement, the Landlord does hereby demise and lease the Leased Premises to the Master Tenant, and the Master Tenant does hereby take and hire the Leased Premises from the Landlord for the lease term specified in Section 2 hereof (hereinafter called "Lease Term") unless the Lease Term is sooner terminated as herein provided.

B. The leasehold estate of the Master Tenant in the Leased Premises, pursuant to this Agreement shall, at all times during the Lease Term, be superior to the lien of any mortgage on the fee of the Property and/or the Leased Premises.

Sec. 2. Lease Term

TO HAVE AND TO HOLD the Leased Premises unto Master Tenant for a term of five (5) years commencing at 12:01 A.M. on January 1, 2011 (the "Commencement Date") and ending at 11:59 P.M. on December 31, 2015; subject nevertheless, to the following covenants and conditions which Landlord and Master Tenant respectively covenant and agree to keep and perform.

Master Tenant has the sole right and option (the "Option") to purchase the Leased Premises at any time within the Lease Term as set forth in Section 20 hereof.

Sec. 3. Annual Rent

Master Tenant shall pay to Landlord as yearly rental for the Leased Premises the sum of \$183,300.00 in equal monthly installments of \$15,275.00 (the "Rent") in advance without demand, deduction or set off beginning on the Commencement Date and continuing on the first day of each calendar month thereafter during the term of this Agreement. Remittance for rentals and all sums due as additional rent payable hereunder shall be paid to Landlord or to such other person as may be designated by Landlord in writing. Notwithstanding the above to the contrary, if MIT Enterprises, a tenant in the Produce Terminal continues to be in arrears in rental six (6) months after the execution of this Agreement, the monthly rental shall be reduced to \$12,775 per month for the balance of the Lease Term.

Sec. 4. Good Faith Deposit

A. **Amount.** To assure that the Master Tenant shall well and truly keep, perform, and observe, at the time or times and in the manner herein specified and in all respects according to their true intent and meaning, all of the undertakings, terms, covenants, agreements, conditions, and provisions of this Agreement on its part required by this Agreement to be kept, performed, and observed, the Master Tenant, at the execution of this Agreement, shall make a Good Faith Deposit (hereinafter referred to as the "Deposit") with the Landlord in the amount of One Hundred Eighty Thousand Dollars (\$180,000.00).

B. Form. The Deposit may be in the form of:

- (i) A surety bond payable to the Landlord and issued by a company listed in the current U.S. Treasury Department Circular 570 and within the underwriting limits specified for the company in the Circular; or
- (ii) Negotiable bonds of the Federal Government or any of its instrumentalities at market value; or
- (iii) Cash; or
- (iv) Any combination of surety bond, negotiable bonds, or cash, as provided for in Paragraphs (i) through (iii) of this Subsection, aggregating the amount set forth in Subsection 4.A. herein; or
- (v) Letter of Credit.

C. Interest. To the extent that any portion of the Deposit is represented by:

- (i) Cash, the Landlord shall not be under any obligation to earn interest thereon, but any interest earned thereon shall be paid over by the Landlord to the Master Tenant upon demand; or
- (ii) Negotiable bonds as provided for in Paragraph (ii) of Subsection 4.B. hereof, the interest thereon or income therefrom shall be paid over by the Landlord to the Master Tenant upon demand.

D. Return to Master Tenant. The Landlord shall return the Deposit to the Master Tenant within fifteen (15) days of the date Master Tenant has exercised the Option and purchased the Leased Premises in accordance with Section 20 of this Agreement and a Certificate of Completion is issued by Landlord, provided, Master Tenant is not then in violation of any material terms and conditions of this Agreement.

E. Retention by Landlord. Upon termination of this Agreement as provided in Subsection A of Section 27 hereof, the Deposit, if cash, or bonds, or similar obligations of the United States, including all interest payable thereon after such termination, or, if a surety bond or letter of credit, the proceeds thereof, shall be retained by the Landlord.

F. Prior Deposit To Comply With This Section 4. The deposit referenced in Section 3 of the Contract For Disposition by Lease Of Land And Building For Private Redevelopment by and between the Landlord and Master Tenant, dated January 1, 2011 paid to Landlord under that agreement shall not be returned to Master Tenant but shall be held by Landlord as the Deposit referenced in this Agreement.

Sec. 5. Land Uses and Controls

A. The Master Tenant agrees for itself and any tenant holding under it and its successors and assigns to or of the Leased Premises or any part thereof, that the Master Tenant and such successors and assigns shall:

- (i) Devote the Leased Premises to, and only to, and in accordance with the uses specified in the zoning ordinances of the City of Pittsburgh, and comply with the controls and restrictions, with respect to the Leased Premises, contained in the Zoning Ordinance of the City of Pittsburgh or as permitted under any variances granted with respect thereof; and
- (ii) Not effect or execute any agreement, lease, conveyance, or other instrument whereby the Leased Premises or any part thereof is restricted upon the basis of race, color, religion, creed, handicap (including, visually and hearing impaired), national origin, age or sex in the sale, lease, or occupancy thereof; and
- (iii) Not discriminate in the use, sale, or lease of any or all of the Leased Premises or buildings or structures thereon against any person because of race, color, religion, creed, handicap (including visually and hearing impaired), national origin, age or sex; and
- (iv) Except for subleases to third parties and Existing Leases, be without power to sell, lease, sublease, or otherwise transfer the Leased Premises or any part thereof without the prior written consent of the Landlord, which consent shall not be unreasonably withheld or delayed; and
- (v) Comply with all State, Federal and local laws, rules and regulations in effect from time to time, prohibiting discrimination or segregation by reason of race, color, religion, creed, handicap (including visually and hearing impaired), national origin, age or sex in the sale, lease or occupancy of the Leased Premises; and
- (vi) During the Lease Term, make no changes to the Produce Terminal which would constitute a major change in the external appearance of the Produce Terminal, except with the written approval of the Landlord, which approval shall not be unreasonably withheld, delayed or conditioned.

B. It is intended and agreed that the agreements and covenants provided in this Section shall be covenants running with the land and that they shall, in any event, and without regard to technical classification or designation, legal or otherwise, and except only as otherwise specifically provided in this Agreement itself,

be, to the fullest extent permitted by law and equity, binding for the benefit and in favor of, and enforceable by, the Landlord, its successors and assigns, the City of Pittsburgh, the Master Tenant, its successors and assigns to or of the Leased Premises or any part thereof or any interests therein, and any party in possession or occupancy of the Leased Premises or any part thereof. It is further intended and agreed that the agreements and covenants provided in Sections 5A(i), 5A(ii), 5A(iii), 5A(iv), 5A(v) and 5A(vi) hereof, shall remain in effect without limitations as to time; provided, that such agreements and covenants shall be binding on the Master Tenant itself, each successor in interest or assign, each party in possession or occupancy, respectively, only for such period as it shall have title to or any interest in or possession or occupancy of the Leased Premises or part thereof.

C. In amplification, and not in restriction of, the provisions of the preceding Section, it is intended and agreed that the Landlord and its successors and assigns shall be deemed beneficiaries of the agreements and covenants provided in this Section, both for and in their or its own right and also for the purposes of protecting the interests of the community and other parties, public or private, in whose favor or for whose benefit such agreements and covenants have been provided. Such agreements and covenants shall run in favor of the Landlord for the entire period during which such agreements and covenants shall be in force and effect, without regard to whether the Landlord has at any time been, remains, or is an owner of any land or interest therein to or in favor of which such agreements and covenants relate. The Landlord shall have the right, in the event of any breach of any such agreement or covenant, to exercise all rights and remedies, and to maintain any actions or suits at law or in equity or other proper proceedings to enforce the curing of such breach of agreement or covenant, to which it or any other beneficiaries of such agreement or covenant may be entitled.

Sec. 6. Maintenance and Repairs

Master Tenant shall, at Master Tenant's sole cost and expense, keep the Leased Premises and all equipment and personal property of Landlord therein in good order, condition and repair, damage by insured casualty excepted. If Master Tenant fails or refuses to keep the Leased Premises in good order, condition and repair as aforesaid, Landlord may, after notice to Master Tenant of such failure and if Master Tenant has not made the repairs within thirty (30) days of the date of said notice or is in the process of making such repairs, Landlord may make such repairs, and charge the cost thereof to Master Tenant to be collected as additional rental hereunder.

Landlord shall, during the term of this Agreement, at its sole cost and expense and as promptly as is reasonable under the circumstances, make all needed structural repairs and replacements to the Leased Premises upon receipt of notice from Master Tenant of the need for such repairs, unless the need for such repairs was caused by the wrongful act or negligence of Master Tenant, its agents, representatives, employees or its Existing Tenants, in which event Master Tenant shall promptly make such repairs at Master Tenant's sole cost and expense. Structural repairs shall mean only repairs to the roof, exterior walls, floors, foundations and frame of the

Improvements. Structural repairs shall be deemed to be needed when the failure to make same shall result in a hazard to persons or property and/or cause a major impairment to Master Tenant's or any of the Existing Tenants or any of Master Tenant's future tenants' use of the Leased Premises for the purposes set forth in section 5 hereof. Landlord shall, at Landlord's sole cost and expense, comply with all governmental laws and regulations relating to the structure of the Leased Premises as set forth above. Except for code violations existing on the Commencement Date, which Master Tenant shall have no obligation to correct, Master Tenant shall, at Master Tenant's sole cost and expense, comply with all governmental laws and regulations relating to Master Tenant's use and occupancy of the Leased Premises and the business conducted therein excluding therefrom without limitation, compliance with laws relating to accessibility to, usability by and discrimination against disabled individuals.

Sec. 7. Alterations

During the Lease Term, Master Tenant shall not make or permit to be made any improvements to the Leased Premises that could be considered capital expenses under GAAP, except by and with the prior written consent of Landlord, which consent shall not be unreasonably withheld, delayed or conditioned. If Landlord has not responded to Master Tenant within fifteen (15) business days of the date of a request for approval for such improvements, Master Tenant's request shall be deemed approved. Capital Expenses shall include alterations, improvements or additions to the Leased Premises, and such other amounts ("Capital Expenses"). Master Tenant shall have the right without the prior consent of Landlord to make or permit to be made any alterations, improvements or additions to the Leased Premises or any part thereof which alterations, improvements or additions are not considered Capital Expenses. All alterations, improvements and additions to the Leased Premises ("Tenant Improvements") made by Master Tenant shall be made in accordance with all applicable laws and shall at once, when made or installed, be deemed to have attached to the freehold and to have become the property of Landlord, and shall remain for the benefit of Landlord at the end of the term of this Agreement or other expiration of this Agreement in as good order and condition as they were when installed, reasonable wear and damage by insured casualty excepted; provided, that if this Agreement is terminated by Landlord prior to the scheduled expiration of the term of this Agreement, Landlord shall reimburse Master Tenant for the unamortized portion of the cost of all such alterations, improvements and additions. In the event of making such alterations, improvements and additions as herein provided, Master Tenant further shall indemnify and save harmless Landlord from all expenses, liens, claims, damages or injuries to either persons or property arising out of, or resulting from the undertaking, making or removal of said alterations, additions and improvements. All contracts for alterations, improvements or renovations shall require signed releases against mechanics liens upon payments in full for such alterations, improvements or renovations.

Sec. 8. Prohibition Against Assignment, Transfer and Sublease

The Master Tenant represents and agrees that the Leased Premises will be used for the purpose as defined herein and not for speculation in land holding and, except for any transfer to any subsidiary or affiliate of Master Tenant will make no transfer of the Leased Premises (in any manner whatsoever, including but not limited to, transfers of any interest in the Leased Premises) prior to Certification of Completion as defined in Section 6. C of the Contract for Disposition without the prior written consent of the Landlord, which consent shall not be unreasonably withheld, delayed or conditioned.

Notwithstanding the above, any transfer of the stock of Master Tenant to third parties to comply with Internal Revenue ruling shall be permitted and shall not be considered a transfer hereunder that needs Landlord's approval.

Landlord and Master Tenant hereby acknowledge and agree that a sublease to any third party shall not be considered a transfer under this Agreement.

Also, for the foregoing reasons the Master Tenant represents and agrees for itself, and its successors and assigns, that:

A. Except only:

By way of security for, and only for, (1) the purpose of obtaining financing necessary to enable the Master Tenant or any successor in interest to the leasehold estate in the Leased Premises, and (2) any other purpose authorized by this Agreement,

B. The Landlord shall be entitled to require, except as otherwise provided in this Agreement, as conditions to any written approval granted pursuant to Subsection A of this Section that:

- (i) any proposed transferee or sublessee shall have the qualifications and financial responsibility, as determined in the reasonable judgment of the Landlord, necessary and adequate to fulfill the obligations undertaken in this Agreement by the Master Tenant (or, in the event the transfer is of or relates to part of the leasehold estate in the Leased Premises, such obligations to the extent that they relate to such part).
- (ii) any proposed transferee or sublessee, by instrument in writing satisfactory to the Landlord and in form recordable among the land records, shall, for itself and its successors and assigns, and expressly for the benefit of the Landlord, have expressly assumed all of the obligations of the Master Tenant under this Agreement and agreed to be subject to all the conditions and restrictions to

which the Master Tenant is subject (or, in the event the transfer is of or relates to the leasehold estate in part of the Property, such obligations, conditions, and restrictions to the extent that they relate to such part); provided, that the fact that any transferee of, or any other successor in interest whatsoever to, the leasehold estate in the Leased Premises, or any part thereof, shall, whatever the reason, not have assumed such obligations or so agreed, shall not (unless and only to the extent otherwise specifically provided in this Agreement or agreed to in writing by the Landlord) relieve or except such transferee or successor of or from such obligations, conditions, or restrictions, or deprive or limit the Landlord of or with respect to any rights or remedies or controls with respect to the leasehold estate in the Leased Premises; it being the intent of this, together with other provisions of this Agreement, that (to the fullest extent permitted by law and equity excepting only in the manner and to the extent specifically provided otherwise in this Agreement) no transfer of, or change with respect to, ownership in the leasehold estate in the Leased Premises or any part thereof, or any interest therein, however consummated or occurring, and whether voluntary or involuntary, shall operate, legally or practically, to deprive or limit the Landlord of or with respect to any rights or remedies or controls provided in or resulting from this Agreement with respect to the leasehold estate in the Leased Premises that the Landlord would have had, had there been no transfer or change.

- (iii) There shall be submitted to the Landlord for review all instruments and other legal documents involved in effecting transfer or sublease and, if approved by the Landlord, which approval shall not be unreasonably withheld, delayed or conditioned, its approval shall be promptly indicated to the Master Tenant in writing.
- (iv) The Master Tenant and its transferee shall comply with such other reasonable conditions as the Landlord may find desirable in order to achieve and safeguard the purposes of the Urban Redevelopment Law. Provided, that in the absence of a specific written agreement by the Landlord no such transfer or approval by the Landlord thereof shall be deemed to relieve the Master Tenant, or any other party bound in any way by this Agreement or otherwise, from any of its obligations with respect thereto.

Sec. 9. Public Charges, Mechanics Liens, and Other Claims and Costs

A. Covenant for Payment of Public Charges

On and after the Commencement Date of the Lease Term and so long as the Lease Term should not have expired or have been terminated pursuant to this Agreement, the Master Tenant covenants and agrees to pay and discharge, as if the Master Tenant owned the Leased Premises in fee simple, or cause to be paid and discharge by Existing Tenants, before any fine, penalty, interest or cost may be added, all taxes, water rents, and other public charges (hereinafter called "Public Charges") which, if not paid, would be a charge, claim or lien upon or against the Leased Premises, or any part thereof, or any building, structure or improvement, or any part thereof, located on the Leased Premises, or upon or against the Annual Rent, or upon or against the Landlord, or a claim that will mature into a lien against the Leased Premises. Notwithstanding the provisions of the preceding sentence, the Master Tenant shall have the right to contest the amount or validity, in whole or in part, of any Public Charges by appropriate proceedings and, if the Master Tenant is prosecuting such proceedings with reasonable diligence, may, to the extent permitted by law, postpone or defer payment of Public Charges so long as such contest shall continue.

B. Proration of Public Charges

All Public Charges relating to a period prior to the Commencement Date of the Lease Term, and all Public Charges allocable to improvements on the Leased Premises which have been demolished by the Landlord, shall be paid by the Landlord. Public Charges relating to a fiscal period (i) a part of which occurs prior to the Commencement Date of the Lease Term and a part of which occurs thereafter, or (ii) a part of which occurs after the expiration or termination of the Lease Term pursuant to this Agreement, whether or not such Public Charges are imposed or become a lien upon the Leased Premises or become payable during the Lease Term, shall be adjusted between the Landlord and the Master Tenant as of the Commencement Date, expiration or termination of the Lease Term so that the Master Tenant shall pay or cause to be paid that proportion of the Public Charges which that part of the fiscal period during which the Lease Term was in effect bears to the total fiscal period, and the Landlord shall pay the remainder. If the amount of the Public Charges on the Leased Premises is not ascertainable on the date hereinabove provided for the adjustment thereof, the apportionment between the Landlord and the Master Tenant provided for by this subsection shall be on the basis of the amount of the most recently ascertainable Public Charges on the Leased Premises, but such apportionment shall be subject to final adjustment within thirty (30) days after the Landlord or the Master Tenant ascertains the actual amount of such Public Charges.

- (i) Evidence of Payment of Public Charges. The Master Tenant, on each anniversary of the execution date of this Agreement, shall, if required in writing, furnish or cause to be furnished, to the Landlord, and to any Mortgagee, official receipts of the appropriate taxing authorities or other proof satisfactory to said Landlord or Mortgagee, evidencing the payment of any Public Charges which were due and payable on the Leased Premises thirty (30) days or more prior to the date of such request.

- (ii) State and Local Realty Transfer Taxes. In the event that either party hereto is required to pay state and/or local deed transfer taxes for delivery of the Lease hereunder, said costs shall be borne and paid by the Master Tenant.

C. Cancellation or Discharge of Liens Filed

If, because of any act or omission of the Master Tenant, any mechanics or materialmen's lien or other lien for labor, services or materials shall be filed against the Leased Premises, or any buildings, structure or improvement thereon, or against the Landlord, the Master Tenant, at its own cost, shall cause the same to be canceled and discharged of record or bonded within thirty (30) days after the date of filing of such lien and shall indemnify and save harmless the Landlord from and against any and all costs, expenses, claims, losses and damages, including counsel fees, as a result of or by reason of each such lien.

D. Liens Prohibited

Nothing in this Agreement shall be construed as constituting the consent or request of the Landlord, express or implied, to any contractor, subcontractor, laborer or materialman for the performance of any labor or the furnishing of any materials or specific improvements, alteration of or repair to, the Leased Premises or any part thereof, nor as giving the Master Tenant any right, power or authority to act as agent of or to contract for, or permit the rendering of, any services, or the furnishing of any materials, in such manner that would give rise to the filing of mechanics or other claims against the fee of the Leased Premises. The Landlord shall have the right at all reasonable times to post, and keep posted, on the Leased Premises any notices which the Landlord may deem necessary for the protection of the Landlord and of the fee of the Leased Premises from mechanics liens or other claims. In addition, the Master Tenant shall make, or cause to be made, prompt payment of all moneys rightly due and legally owing by Master Tenant to all persons doing any work or furnishing any materials or supplies to the Master Tenant or any of its contractors or subcontractors in connection with the Leased Premises, any buildings, structures or improvements thereon.

Sec. 10. Indemnification by Master Tenant

A. The Master Tenant shall pay, indemnify and save harmless the Landlord, its agents and employees, from all suits, actions, claims, demands, damages, losses, and other reasonable expenses and costs of every kind and description to which the Landlord, or its agents or employees, may be subjected by reason of injury to persons, death or property damage, resulting from or growing out of any act of commission or omission of the Master Tenant, its agents or employees, or its contractors or subcontractors in connection with (i) any building, construction, installation or development work, service or operation being undertaken or performed by

or for the Master Tenant in, on or over the Leased Premises or (ii) any use, occupancy, maintenance, repair and improvements, or operation of the Leased Premises after the commencement of the Lease Term. Provided, that such indemnification shall not be applicable where a decision or judgment of a court of competent jurisdiction indicates that injury, death or property damage was the direct result of acts of commission, omission, negligence or fault of the Landlord, its agents or employees.

B. Payment of Litigation Costs by Master Tenant

The Master Tenant shall pay all reasonable costs and expenses which may be incurred by, and any moneys due under any judgment or decree rendered against the Landlord (i) in enforcing compliance by the Master Tenant with provisions of this Agreement, or (ii) in defending any suit or proceeding brought against the Landlord, as owner of the fee simple title to the Property, for the violation by the Master Tenant of any law or ordinance during the Lease Term, or (iii) in defending any action or suit (a) for which indemnification is required under Subsection A hereof, or (b) for damages because of any failure, neglect or default on the part of the Master Tenant in the performance of any obligation of the Master Tenant under this Agreement. If the Landlord shall, without any fault on its part, be made a party to any litigation with respect to any matter growing out of this Agreement as to which Master Tenant is at fault, the Master Tenant shall pay all judgments, decrees and costs or expenses incurred by or imposed on the Landlord in connection therewith. The amount of any such costs, expenses, judgments, and decrees paid by the Landlord, with interest thereon at the rate of six percent (6%) per annum from the date the same were paid by the Landlord to the date of payment thereof by the Master Tenant, shall be treated as Additional Rent payable by the Master Tenant to the Landlord with the quarterly installment of the Annual Rent next becoming due and payable. The Landlord shall promptly notify the Master Tenant in writing of the date of payment and the amount of any such costs, expenses, judgments and decrees so paid by it.

Sec. 11. Net Lease Agreement

This Agreement shall be deemed and construed to be a "Net Lease" and the Master Tenant shall pay to the Landlord, absolutely net throughout the terms of the Agreement, the Annual Rent, the Additional Rent and other payments hereunder, free of any Public Charges or deductions of any kind and without abatement, deduction or setoff, and under no circumstances or conditions, whether now existing or hereafter arising, or whether within or beyond the present contemplation of the parties, shall the Landlord be expected or required to make any payment of any kind whatsoever or be under any obligation or liability hereunder except as herein otherwise expressly set forth.

Sec. 12. Condition of Property

The Landlord shall deliver the Leased Premises in "as is" condition. Master Tenant shall have the right during the Lease Term to conduct studies and tests necessary to satisfy itself concerning the condition of the Leased Premises, provided

that any study or test on the URA Property shall require the prior written approval of Landlord, which approval shall be given within fifteen (15) business days of said request.

Landlord makes no representation or warranty either expressed or implied, with regard to the Leased Premises, the environmental condition or the physical condition of the Leased Premises, the operation of the Leased Premises, or the fitness of the Leased Premises for any particular purpose. Landlord warrants that it has no knowledge of any contamination on the Leased Premises.

Sec. 13. Rights of Access to URA Property and Buncher Property

A. Right of Entry for Utility Service

During the Lease Term, the Landlord reserves for itself, the City, and any public utility company, as may be appropriate, the unqualified right to enter upon the URA Property and Buncher Property at all reasonable times for the purposes of constructing infrastructure, reconstructing, maintaining, repairing, or servicing the public utilities located within the Project Area boundary lines and provided for in the easements described or referred to in Schedule D hereof and as set forth in Section 2 C.(i) of the Contract for Lease; provided, however, that Landlord and Master Tenant have agreed as to the location of all such infrastructure upon the Buncher Property.

B. Master Tenant Not to Construct Over Utility Easements

The Master Tenant shall not construct any building or other structure or improvement on, over, or within the boundary lines of any easement for public utilities described or referred to in Schedule D hereof, unless such construction is provided for in such easement or has been approved by the Landlord, City, or other public utility company, as applicable. If approval for such construction is requested by the Master Tenant, the Landlord shall use its best efforts to assure that such approval shall not be withheld unreasonably.

C. Access to Property

After the commencement of the Lease Term, the Master Tenant shall permit the representatives of the Landlord, the City, the Commonwealth of Pennsylvania, and the United States of America access to the URA Property at all reasonable times after reasonable notice which any of them deems necessary, in order to determine compliance by Master Tenant with the terms and conditions of this Agreement and with applicable laws. No compensation shall be payable nor shall any charge be made in any form by any party for the access provided for in this Section.

After the acquisition of the URA Property by Master Tenant, the URA shall have the right to enter upon the Buncher Property for the purpose of installing infrastructure in locations, if any, agreed to by Master Tenant.

Sec. 14. Nonencumbrance of Leased Premises

Covenant Against Encumbrance

Master Tenant covenants and agrees not to engage in any financing or other transaction creating any mortgage upon the URA Property or upon the Master Tenant's leasehold estate therein, and not to place upon the URA Property or the Master Tenant's leasehold estate therein, or suffer to be placed on the URA Property or the Master Tenant's leasehold estate therein, any lien or other encumbrance (other than a lien upon the said leasehold estate for current taxes, levied but not then due and payable), and not to suffer any levy or attachment to be made on the URA Property or on the Master Tenant's leasehold estate therein. Any such mortgage, encumbrance or lien shall be deemed a violation of this covenant on the date of its execution or filing of record regardless of whether or when it is foreclosed or otherwise enforced.

Sec. 15. Insurance Restoration or Reconstruction of URA Property Improvements

Commencing on the execution of this Agreement and throughout the balance of the Lease Term, Master Tenant shall keep and maintain the following insurance coverages for the mutual benefit of Master Tenant and Landlord:

A. During the term of this Agreement, Master Tenant shall, at Master Tenant's sole cost and expense, keep the insurable portions of the Leased Premises insured against loss or damage by fire and all standard extended coverage, including vandalism, malicious mischief and damage caused by leakage from any sprinkler system, by such Pennsylvania qualified insurance company or companies as Master Tenant may select subject to the approval of Landlord, which approval shall not be unreasonably withheld, delayed or conditioned. Such insurance policy or policies shall cover insurable portions of the Leased Premises in an amount not less than the replacement value of the Improvements, which amount shall be determined by Master Tenant from time to time. As of the Commencement Date said replacement value is \$9,000,000.00. The policy or policies for such insurance shall be made and taken in the name of Master Tenant as Master Tenant and in the name of the Landlord as their respective interests may appear, but such policy or policies shall specify that all proceeds paid thereunder shall be paid to Landlord less the amount of the unamortized balance of Capital Expenses which amount shall be paid to Master Tenant provided however, if Master Tenant exercises its Option to purchase the Leased Premises prior to the payment of such proceeds, the proceeds shall be payable to Master Tenant. If required by Landlord, said policy or policies shall name Landlord's mortgagee as mortgagee.

B. Demolition Insurance

Demolition insurance, or similar forms of insurance, in amounts sufficient to pay for the cost of razing and demolishing all or portions of the Produce Terminal

following a casualty thereto, removing rubble caused thereby from the Property and returning the URA Property to its natural condition.

C. Effective Date

Each such insurance policy shall be written to become effective at the time the Master Tenant becomes subject to the risk or hazard covered thereby, and shall be continued in full force and effect for such period as the Master Tenant is subject to such risk or hazard.

D. Blanket Policies

Nothing in this Section shall prevent Master Tenant from effecting insurance of the kind and in the amount provided for under Subsection A of this Section 15 under a blanket insurance policy or policies which may cover other property and equipment owned or operated by Master Tenant or affiliated companies as well as the property and equipment on the Property, nor from effecting the insurance provided for Subsections A and B of this Section 15 under a blanket policy or policies which may cover other properties owned or operated by the Master Tenant or affiliated companies; provided, that any such policy of blanket insurance of the kind provided for by Subsection A of this Section 15 shall specify therein (or the Master Tenant shall furnish the Landlord with a written statement from the insurer under such policy specifying) the amount of the total insurance allocated to the property and equipment on the Property, which amount shall be not less than the amount required by Subsection A of this Section 15.

E. Named Insureds

All policies of insurance provided for in this Section 15 shall name Landlord and Master Tenant as insureds as their respective interests may appear and if requested name as an insured party the Leasehold Mortgagee, as its interests may appear, by standard mortgage clause.

F. Non-Cancellation Clause

All insurance policies or agreements shall provide (to the extent such provision is obtainable) that they cannot be canceled or terminated until after at least fifteen (15) days' prior notice has been given to the Landlord to the effect that such insurance policies or agreements are to be canceled or terminated at a particular time.

G. Right of Landlord to Obtain Insurance

In the event the Master Tenant at any time refuses, neglects or fails to secure and maintain in full force and effect any or all of the insurance required pursuant to this Agreement, the Landlord, at its option, may procure or renew such insurance, and all amounts of money paid therefor by the Landlord shall be payable by the Master

Tenant to the Landlord with interest thereon at the rate of six percent (6%) per annum from the date the same were paid by the Landlord to the date of payment thereof by the Master Tenant. The Landlord shall notify the Master Tenant in writing of the date, purposes and amounts of any such payments made by it. The Landlord shall not, in any event, take out separate insurance concurrent in form or contributing in the event of loss with that specifically required to be furnished by the Master Tenant to a mortgagee.

H. Non-Waiver of Master Tenant's Obligations

No acceptance or approval of any insurance policy or policies by the Landlord shall relieve or release or be construed to relieve or release the Master Tenant from any liability, duty or obligation assumed, by, or imposed upon it by, the provisions of this Agreement.

I. Rights of Holder of Mortgage

Any other provisions of this Agreement to the contrary, notwithstanding, any Leasehold Mortgage permitted by this Agreement may contain provisions (i) authorizing and directing each insurance company to make payment for any loss directly to the holder of such mortgage, and (ii) authorizing such holder at the option of such holder, to apply the insurance proceeds either to the reduction of the indebtedness secured by such Leasehold Mortgage, or to the reconstruction or repair of the Produce Terminal so destroyed or damaged.

J. Master Tenant's Obligations With Respect to Restoration and Reconstruction

- (i) Suspense Account for Insurance Proceeds. Whenever the Produce Terminal, or any part thereof, shall have been damaged or destroyed, the Master Tenant shall promptly make proof of loss and shall proceed promptly to collect, or cause to be collected, all valid claims which may have arisen against insurers or others based upon any such damage or destruction. All proceeds of any such claims (and any other moneys provided for the reconstruction, restoration, or repair of any such improvements), whether held by the Master Tenant or the holder of the Leasehold Mortgage, shall be carried in a separate suspense account. If the Produce Terminal is damaged or destroyed, the Master Tenant shall promptly give the Landlord written notice of such damage or destruction, stating the date on which such damage or destruction occurred.
- (ii) Election of Leasehold Mortgagee. Sums of money received as payment for any loss or losses under said insurance policies, shall, if the holder of the Leasehold Mortgage so elects as provided for in this Section 15, be used and expended for the purpose of fully repairing or reconstructing the Produce Terminal, or part thereof,

which have been destroyed or damaged, at least comparable to that existing at the time of such damage or destruction to the extent that said sum of money may permit. If there be any of such sums remaining after such repair or reconstruction has been fully completed, such remainder, with the approval of the affected Leasehold Mortgagee, may be applied to the reduction of the indebtedness secured by the Leasehold Mortgage or retained by the Master Tenant.

- (iii) Right of Master Tenant Not to Repair or Reconstruct. The Master Tenant and Landlord acknowledge and agree that if the Produce Terminal or any part thereof shall have been damaged or destroyed, the Produce Terminal cannot economically be reconstructed, restored or replaced as presently configured due to the requirements of existing building codes and zoning requirements. Therefore, if the Master Tenant, in its sole reasonable judgment, determines that all or any part of any such damage to the Produce Terminal cannot be economically reconstructed, restored, or repaired, then in such event, Master Tenant shall demolish or raze any of the Produce Terminal then situated thereon, the proceeds of any of the aforesaid demolition insurance shall be made payable to an escrow agent, mutually acceptable to Landlord, any Leasehold Mortgagee and Master Tenant, whose fees shall be paid for by Master Tenant, and the escrow agent shall be instructed to disburse the same to the payment of the cost of such demolition work as the work progresses upon the written certification of an authorized officer of Master Tenant that the sum then requested either has been paid by Master Tenant or is justly due the contractors, subcontractors or other persons who have rendered services in connection with such demolition work, giving a brief description of such services rendered and the amounts so paid or due to each of said persons in respect thereof. Upon completion of such demolition, this Agreement shall terminate and all insurance proceeds remaining after distribution as aforesaid shall be paid to Master Tenant and be deemed its sole property and the rent due under this Agreement shall abate on the date of such damage or destruction.

K. Commencement and Completion of Reconstruction

- (i) If Insurance Proceeds are Used for Reconstruction. In the event the holder of the Leasehold Mortgage and/or the Master Tenant elects to apply the insurance proceeds to the reconstruction or repair of the Produce Terminal as provided for in this Section 15, or otherwise elects to reconstruct or repair the Produce Terminal, the Master Tenant covenants and agrees to commence and complete

the reconstruction or repair of such Produce Terminal after the Landlord has approved the Master Tenant's Concept Plans for such reconstruction or repair and, in any event, within a time period mutually agreed upon by the Landlord and Master Tenant. If appropriate, Master Tenant shall promptly furnish to the Landlord a copy of the notification of said holder of the Leasehold Mortgage of its election to so apply such insurance proceeds and/or of Master Tenant's election to so reconstruct or repair.

- (ii) If Insurance Proceeds Are Not Used for Reconstruction. If the holder of the Leasehold Mortgage elects to apply insurance proceeds to the reduction of the indebtedness secured by the Leasehold Mortgage as provided for in this Section 15, and if Master Tenant elects to rebuild or restore, the Master Tenant covenants and agrees subject to its rights under subsection J (ii) of this Section 15 to commence and complete reconstruction or repair of the Produce Terminal after the Landlord has approved the Master Tenant's Concept Plans and construction schedule for such reconstruction or repair and, in any event, within a time period mutually agreed upon by the Landlord and Master Tenant.

Sec. 16. No Merger

So long as any Leasehold Mortgage is in existence, unless all Leasehold Mortgagees shall otherwise expressly consent in writing, the fee title to the Property and the Leasehold Estate of Master Tenant therein created by this Agreement shall not merge but shall remain separate and distinct, notwithstanding the acquisition of said fee title and said Leasehold estate by Landlord or by Master Tenant or by a third party, by purchase or otherwise.

Sec. 17. Future Amendments

In the event on any occasions hereafter Master Tenant seeks to Leasehold Mortgage his Leasehold Estate at any time from time to time, Landlord agrees to amend this Agreement from time to time to the extent reasonably requested by an Institutional Investor proposing to make Master Tenant a loan secured by a first lien upon Master Tenant's Leasehold Estate, provided that such proposed amendments do not materially and adversely affect the rights of Landlord or his interest in the Property. All reasonable expenses incurred by Landlord in connection with any such amendment shall be paid by Master Tenant.

Sec. 18. Waste

The Master Tenant shall not permit, commit or suffer waste or impairment of the URA Property, or improvements thereon, or any part thereof.

Sec. 19. Condemnation of the Leased Premises

If the Leased Premises or any part thereof shall be taken or condemned either permanently or temporarily for any public use or purpose by any competent authority other than the City of Pittsburgh or its authorities including but not limited to Landlord in condemnation proceedings or by any right of eminent domain, the entire compensation award thereof, both leasehold and reversion, shall belong to Landlord without any deduction therefrom for any present or future estate of Master Tenant, and Master Tenant hereby assigns to Landlord all its right, title and interest to any such award, provided however, Master Tenant shall receive from such award the unamortized cost of Capital Expenses. Master Tenant shall also be entitled to claim, prove and receive in such condemnation proceedings such award as may be allowed for fixtures and other equipment installed by Master Tenant, but only if such award shall be in addition to the award for the Leased Premises.

If substantially all of the Leased Premises shall be taken as aforesaid or if any such taking shall render the Leased Premises unfit for the conduct of Master Tenant's or subtenants' business, then this Agreement shall terminate and shall become null and void from the time possession thereof is required for public use, and the rent shall abate from the date possession is required for public use, and from that date the parties hereto shall be released from all further obligations hereunder.

If only a portion of the Leased Premises shall be so taken or condemned, and such taking shall not render the Leased Premises substantially unfit for the conduct of Master Tenant's or subtenants' business, then Landlord at its own expense shall use the proceeds of the award to repair and restore the portion not affected by the taking and this Agreement shall continue in full force and effect except that the rental shall be equitably and proportionately reduced and the Master Tenant shall receive out of the award the unamortized balance of the Capital Expenses applicable to that portion of the Leased Premises so taken.

Notwithstanding any provisions contained herein to the contrary, in the event of a condemnation, Master Tenant may exercise its Option to Purchase as set forth in Section 20 of this Agreement in which case Master Tenant shall be entitled to the proceeds of the condemnation award.

Master Tenant's share, as provided by this Section 19, of the proceeds arising from an exercise of the power of Eminent Domain shall, be disposed of as provided for by any Leasehold Mortgagee and if there is no Leasehold Mortgage, in accordance with this Section 19.

Sec. 20. Master Tenant's Right to Purchase the Property

A. Period for Exercise

Master Tenant shall have the exclusive and sole right to purchase from the Landlord, expressly subject to the rights of the Leasehold Mortgagee as provided herein, the fee simple title to the URA Property (i) free and clear of all reservations, encumbrances and exceptions other than such liens or other encumbrances as may have been caused or created by the Master Tenant or its representatives; (ii) any Leasehold Mortgage; (iii) any liens for unpaid taxes and Public Charges on the URA Property incurred or levied for a fiscal or tax period during the Lease Term; (v) the Existing Leases as set forth on Schedule C; and (vi) applicable building and zoning laws, codes, ordinances and regulations and other local and State laws and regulations; or (vii) such other liens or encumbrances as may be waived or accepted by the Master Tenant.

B. Fee Purchase Price

The Fee Purchase Price (herein referred to as the "Fee Purchase Price") for the Property shall be \$1,800,000.00.

C. Notices

Master Tenant shall give Landlord no less than ninety (90) days written notice of its intent to exercise its right to purchase the Property in accord with this Section, which notice shall provide a date on which the conveyance is to occur (the "Closing").

D. Form of Deed

At the Closing, the Landlord shall convey to the Master Tenant by Special Warranty Deed fee simple title. The deed shall be in the form and content as set forth in Schedule E attached hereto and made a part hereof. Upon such conveyance the obligation of the Master Tenant under the Lease, shall terminate. The said Deed shall contain covenants running with the land substantially in conformance with those set forth in Section 5 hereof.

E. Estoppel Certificates

Landlord shall provide Master Tenant an estoppel certificate for each of the Existing Leases, dated no earlier than twenty (20) days before the closing of the URA Property.

F. Master Tenant's Right to Purchase Not Exercisable During Default Period

During the period of the continuance of a failure by the Master Tenant to perform any material covenant or provision listed in Section 27 of this Agreement and the Contract for Lease and notwithstanding that the Landlord has not served notice of such failure on the Master Tenant, the Master Tenant shall not be entitled to exercise the rights and privileges granted to it by this Section 20.

G. Deed is Determination of Non-Default: Proration of Annual

Rent

The delivery by the Landlord to the Master Tenant of the deed conveying fee simple title to the Property shall constitute a conclusive and incontestable determination by the Landlord that there did not exist as of the date of such conveyance any breach upon the part of the Master Tenant of the covenants contained in this Agreement or any default on the part of the Master Tenant under any provision of this Agreement and the Contract for Lease and such Deed shall so recite. In the event that the Master Tenant shall exercise the right to purchase the Property pursuant to this Section 20, the Annual Rent shall be prorated and paid by the Master Tenant to the date of delivery by the Landlord to the Master Tenant of the Deed conveying fee simple title to the Property.

Sec. 21. INTENTIONALLY OMITTED.

Sec. 22. Transfer Taxes

In the event that the fee simple title to the Property is purchased by Master Tenant pursuant to this Agreement, the Landlord shall not be obligated to pay State or Local Deed Transfer Taxes and the same shall be paid by the Master Tenant.

Sec. 23. Rights and Remedies on Default

A. Definition of Default

In the event that the Landlord or the Master Tenant shall for any reason, other than the occurrence of circumstances over which the Landlord or the Master Tenant, respectively, can exercise no effective control, fail to perform any of the terms, covenants, conditions or provisions of this Agreement and the Contract for Lease and such failure shall not be cured or remedied within sixty (60) days after the date the Landlord or the Master Tenant receives from the other notice of such failure (or, if it is not practicable to cure or remedy such failure within such sixty (60) day period, within such longer period as shall be reasonable under the circumstances and as shall be specified in such notice to the Landlord or the Master Tenant) then such failure shall thereafter, until cured or remedied, constitute a default under this Agreement.

B. Rights and Remedies

In addition to any other rights and remedies which they may have at law or in equity, upon the occurrence of a default, then, so long as such default continues:

- (1) The Landlord or the Master Tenant, as the case may be, shall to the full extent permitted by law, have each of the following rights and remedies:

- (i) the right to a writ of mandamus or an injunction or similar relief against the Landlord (including any or all of the members of its governing body, and its officers, agents or representatives) or the Master Tenant (including its board of directors and its officers, agents or representatives); and
- (ii) the right to maintain any and all actions at law or suits in equity or other proper proceedings to enforce the curing or remedying of such default or otherwise enforce the terms of this Agreement;

Master Tenant shall not indemnify Landlord against any loss, cost or expense as a result of improvements made by Landlord to the Leased Premises that have not been approved through the Section 106 Historic Review process.

Landlord shall protect, defend, save and keep Master Tenant forever harmless and indemnified against and from any penalty, damage or charges imposed for any violation of any law or ordinance, whether occasioned by the negligence of Landlord or Landlord's officers, agents, employees and contractors, and Landlord shall at all times protect, defend, indemnify, save and keep harmless Master Tenant against and from all claims, loss, cost, damage or expense arising out of or from any accident or other occurrence on or about the Leased Premises or Landlord's breach of Existing Leases occurring before the Commencement Date and/or caused by Landlord's negligence or willful misconduct, or the negligence or willful misconduct of Landlord's officers, agents, employees and contractors and causing injury to any person or property whomsoever or whatsoever. Landlord shall protect, defend, indemnify, save and keep harmless Master Tenant against and from any and all claims and against and from any and all loss, cost, damage, or expense arising out of any failure of Landlord in any respect to comply with and perform all the requirements and provisions of this Agreement.

C. Subsequent Defaults

The Landlord and the Master Tenant shall have the same rights and remedies provided for in the Preceding Subsection upon the occurrence of each default.

Sec. 24. Obligations, Rights and Remedies Cumulative

The respective obligations of the Landlord and the Master Tenant, pursuant to this Agreement, shall be cumulative, and the reference to any such obligation shall not be construed as a limitation on any other obligations. The respective rights and remedies of the Landlord and the Master Tenant whether provided by this Agreement or by law, shall be cumulative, and (except as otherwise specifically provided by this Agreement) the exercise by either party of anyone or more of such rights or remedies shall not preclude the exercise, at the same or at different times, of any other such rights or remedies for the same default, or for the same failure in respect to any of the terms, covenants, conditions or provisions of this Agreement or of any of its remedies for any other default or breach by the other party.

Sec. 25. Non-Action on Failure to Observe Provisions of Agreement

In the event that either party to this Agreement shall not take any action in respect of any failure of the other party to observe or perform any of the terms, covenants, conditions, or provisions of this Agreement required to be observed, performed or kept by such party, or in respect of any default under this Agreement by the other party (whether before or after any suit or judgment has been filed or obtained against such other party), the same shall not be construed as a waiver of such failure or default in respect of the term, covenant, condition or provision of this Agreement not being observed, performed or kept, or of this Agreement as an entirety. It is understood and agreed that any delay by either party to this Agreement in exercising or asserting any of its rights or remedies hereunder, or in instituting any actions or proceedings to assert or enforce any such rights or remedies, shall not operate as a waiver of any such rights or remedies or to deprive either such party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies, it being the intent of this provision that neither such party (in order to avoid the risk of being deprived or limited in the exercise of such right or remedy, or in its right to institute and maintain any such action or proceeding to protect, assert or enforce any such right or remedy, because of concepts of waiver, laches or otherwise) should be constrained to exercise such right or remedy or its right to institute and maintain any such actions or proceedings at a time when it may desire otherwise to resolve any problem created by the failure of the other party to observe, perform or keep the terms, covenants, conditions or provisions of this Agreement required to be observed or performed by such other party.

Sec. 26. Non-Performance Due to Causes Beyond Control of Parties

In the event performance of any of their respective covenants, agreements or obligations under this Agreement by the Landlord or the Master Tenant is prevented, interrupted or delayed by causes beyond its control, including but not restricted to strike, riot, storm, flood, acts of God, or of the public enemy, acts of the Government, acts of the other party, fires, epidemics, quarantine restrictions, freight embargoes and unusually severe weather, or delays of subcontractors due to such causes, and not

caused by any act or failure to act by the party thereby delayed in such performance, the date of time or times for the performance of such covenant, agreement or obligation by the Landlord or the Master Tenant shall be extended for a period of time equal to the number of days the performance of such covenant, agreement or obligation by the Landlord or the Master Tenant is so prevented, interrupted or delayed and, in such case, neither the Landlord nor the Master Tenant shall be liable for any costs, losses, damages, injuries or liabilities caused to or suffered or incurred by the Landlord or the Master Tenant in connection with, or, as the result of, any such delay in, or non-performance of such covenant, agreement or obligation. In the event that the Landlord or the Master Tenant intends to avail itself of the provisions of this Section 26, the Landlord or the Master Tenant shall give written notice of such intent to the other; such notice to be given not to exceed fifteen (15) days from the date performance of such covenant, agreement or obligation was so prevented, interrupted, or delayed.

Sec. 27. Termination

A. Termination for Breach of Covenant

In the event that the Master Tenant shall fail to keep, perform and observe any of its covenants contained in:

- (1) Section 5 hereof as to the use of the Property;
- (2) Section 3 hereof as to the payment of the Annual Rent;
- (3) Section 9 hereof as to the payment of Public Charges;
- (4) Section 5 hereof against discrimination on the basis of race, color, religion, creed, handicap (including visually and hearing impaired), national origin, age or sex;
- (5) Except as provided in Section 8 hereof, against major transfers of ownership of the Master Tenant, including any sale, assignment or other transfer or disposition of the leasehold estate in the Property or of the Master Tenant's rights and interest under this Agreement;
or
- (6) Section 14 hereof against engaging in any financing (except as permitted by the terms of this Agreement) or other transaction creating any Leasehold Mortgage on the Property, placing or suffering to be placed thereon any liens or other encumbrance, or suffering any levy or attachment to be made thereon.

and any such failure or violation shall not be cured or remedied within sixty (60) days after the date the Master Tenant receives notice from the Landlord of such failure or violation (or if it is not practicable to cure or remedy such failure or violation within such

sixty (60) day period, within such longer period as shall be reasonable under the circumstances and as shall be specified by the Landlord in such notice); then, in such event, the Landlord may, at its option and in addition to any other remedy provided for in this Agreement, terminate this Agreement, ten (10) business days after written notice (hereinafter referred to as the "Termination Notice") to the Master Tenant of its intention to do so if the default is not cured within said ten (10) business day period.

In the event of such termination of this Agreement, the Master Tenant hereby empowers and authorizes any attorney of any court of record to confess judgment in ejectment for possession and for all arrearages of Annual Rent, Additional Rent, costs and other charges payable by the Master Tenant (without stay of execution) for the recovery by the Landlord of the possession of the Property and URA Property Improvements thereon, for which this shall be sufficient warrant; whereupon, if the Landlord so desires, a writ of possession, and a writ of execution for arrearages of rent, if any, and costs and other charges to be paid by the Master Tenant, may be issued forthwith without any prior writ or proceedings whatsoever. The Master Tenant hereby releases the Landlord from all errors and defects whatsoever in entering such action or judgment, or causing such writ or writs to be issued, or in any proceeding thereon and the Master Tenant agrees that no writ of error or objection or exception shall be made or taken thereto, unless Master Tenant disputes the existence or amount of arrearages; provided that the Landlord shall have filed in such action an affidavit made by it or someone on its behalf setting forth the facts necessary to authorize the entry of such judgment, according to the terms of this Agreement, of which facts such affidavit shall be sufficient evidence. If a true copy of this Agreement (and of the truth of the copy such affidavit shall be sufficient evidence) shall be annexed to such affidavit, it shall not be necessary to file the original as a warrant of attorney, any rule of court to the contrary notwithstanding. If for any reason after such action has been commenced, the same shall be determined or discontinued and possession of the Property and the URA Property Improvements thereon shall remain in or be restored to the Master Tenant, the Landlord shall have the right in the event of any subsequent default or defaults to bring one or more further amicable actions in the manner as hereinbefore set forth to recover possession of the Property and the URA Property Improvements thereon for such subsequent default, and the Master Tenant hereby specifically empowers any attorney of any court of record to confess judgments in ejectment and for arrearages of rent, aforesaid, in the event of each of said subsequent defaults under this Agreement, with waiver or error, etc., as set forth herein.

Upon any failure or violation hereunder which authorizes the termination of this Agreement by the Landlord, the Landlord shall give notice to the Leasehold Mortgagee, their successors and assigns as provided in Section 40 herein.

Sec. 28. Surrender of Property

Upon the expiration of the Lease Term hereunder pursuant to Section 2, or upon termination of this Agreement and the Lease Term hereunder in respect to the Property pursuant to Section 27, it shall be lawful for the Landlord to re-enter and

repossess the Property and the URA Property Improvements thereon without process of law, and the Master Tenant, in such event, does hereby waive any demand for possession thereof, and agrees to surrender and deliver the Property and the URA Property Improvements thereon peaceably to the Landlord immediately upon such expiration or termination in good order, condition and repair, except for reasonable wear and tear. Upon the date of any such surrender, Master Tenant shall assign to Landlord, and Landlord shall assume, the Existing Leases and any new leases then in effect.

Sec. 29. Ownership of URA Property Improvements on Termination

Upon the termination of this Agreement pursuant to Section 27 and Section 31, title to all URA Property Improvements on the Property shall vest in the Landlord, subject to any outstanding Leasehold Mortgage on the Leasehold Estate in the Property, and while such Leasehold Mortgage is outstanding, merger of the leasehold estate subject thereto with the fee title of the Landlord shall not take place.

Sec. 30. Effect of Default or Breach of Covenant on Certain Rights or Master Tenant

During the period of the continuance of a failure by the Master Tenant to perform or observe any covenant and agreement listed in Section 27 hereof, and notwithstanding that the Landlord may not have served upon the Master Tenant written notice of such failure, and during the period of the existence of a default as provided for in Section 27 hereof, the Master Tenant shall not be entitled to exercise the rights and privileges granted to it by Sections 20 hereof. In connection with any proposed Leasehold Mortgage of the Property by the Master Tenant pursuant to this Agreement, or any proposed transfer of the leasehold interest in the Property by the Master Tenant pursuant to this Agreement, if no such failure or default on the part of the Master Tenant then exists, the Landlord, upon written request of the Master Tenant, shall promptly certify, in such form as may be appropriate for recordation, to the Master Tenant that no such failure or default then exists, and such certification shall constitute a conclusive and incontestable determination that there does not exist any such failure or default upon the part of the Master Tenant under this Agreement.

Sec. 31. Master Tenant's Right of Termination

Provided Master Tenant is not in default under this Agreement, Master Tenant shall have the right and option to terminate this Agreement and the term thereof at any time during the term of this Agreement, or any extension thereof, upon three (3) months prior written notice to Landlord of the date Master Tenant desires to terminate this Agreement. If the notice is given as provided above, this Agreement shall expire on the date stated in the notice as if such date was the scheduled termination date of this Agreement. Upon such termination, Master Tenant shall assign to Landlord and Landlord shall assume the Existing Leases and New Leases then in effect and the Deposit shall be returned to Master Tenant pursuant to section 4D.

Sec. 32. Conflict of Interest; Landlord and Master Tenant Representative Not Individually Liable

No member, official, or employee of the Landlord shall have any personal interest, direct or indirect, in this Agreement, nor shall any such member, official, or employee participate in any decision relating to this Agreement which affects his personal interests or the interest of any corporation, partnership, or association in which he is, directly or indirectly, interested. No member, official, or employee of the Landlord shall be personally liable to the Master Tenant, or any successor in interest, in the event of any default or breach by the Landlord or for any amount which may become due to the Master Tenant or successor or on any obligations under the terms of this Agreement.

No member, official or employee of the Master Tenant shall be personally liable to the Landlord or any successor in interest in the event of any default or breach by the Master Tenant or for any amount which may become due to the Landlord or successor or on any obligations under the terms of this Agreement.

Sec. 33. Titles of Articles and Sections

Any titles of the several parts, Articles, and Sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

Sec. 34. Waivers

Any right or remedy which the Landlord or the Master Tenant may have under this Agreement, or any provision of this Agreement, may be waived in writing by the Landlord or the Master Tenant without the execution of a new or supplemental agreement. No waiver made by either party with respect to the performance, or manner or time thereof, of any obligation of the other party or any condition to its own obligation under this Agreement shall be considered a waiver of any rights of the party making the waiver with respect to the particular obligation of the other party or condition of its own obligation beyond those expressly waived and to the extent thereof, or a waiver in any respect in regard to any other rights of the party making the waiver of any other obligations of the party.

Sec. 35. Notices and Demands to Landlord and Master Tenant

Any notice required or permitted to be given pursuant hereto, or in connection herewith, shall be deemed to have been duly given when addressed and mailed by United States Registered or Certified Mail, Return Receipt Requested, to the Landlord and to the Master Tenant at the following addresses, or to such other places as the parties may themselves designate in writing from time to time for the purpose of receiving notice pursuant thereto.

To Landlord:

Executive Director
The Urban Redevelopment Authority of Pittsburgh
200 Ross Street, 12th Floor
Pittsburgh, PA 15219-2016

with a copy to:

General Counsel
The Urban Redevelopment Authority of Pittsburgh
200 Ross Street, 12th Floor
Pittsburgh, PA 15219-2016

To Master Tenant:

The Buncher Company
1300 Penn Avenue, Suite 300
Pittsburgh, PA 15222
Attention: Thomas J. Balestrieri, President/CEO

with a copy to:

The Buncher Company
Joseph M. Jackovic, Esq.
1300 Penn Avenue, Suite 300
Pittsburgh, PA 15222

Sec. 36. Amendments

This Agreement may be amended by written document, duly executed by the parties hereto, evidencing the mutual agreement of the parties hereto to such amendment.

Sec. 37. Provisions of Law Deemed Needed

Each and every provision of law and any clause required by law to be included in this Agreement shall be deemed to be included herein, and this Agreement shall be read, construed and enforced as though the same were included herein. If, through mistake, inadvertence or otherwise, any such provision or clause is not included herein or is incorrectly included herein, then, upon application of either party hereto, this Agreement shall forthwith be amended to include the same or to correct the inclusions of the same.

Sec. 38. How Agreement Affected by Provisions Held Invalid

If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to conform to the requirements of applicable laws.

Sec. 39. Notices and Demands to Leasehold Mortgagee

Notices or demands or copies of notices or demands sent to the Leasehold Mortgagee shall be sufficient if sent by registered mail, postage prepaid, addressed to the address last furnished to the Landlord by the Master Tenant or such Leasehold Mortgagee.

Sec. 40. Agreement Made in Pennsylvania

This Agreement shall be taken and deemed to have been fully made and executed by the parties hereto in the Commonwealth of Pennsylvania for all purposes and intents.

Sec. 41. Execution in Counterparts

This Agreement was executed for the convenience of the parties in several counterparts; which are in all respects similar and each of which is deemed complete in itself, and anyone of which may be introduced in evidence or used for any other purpose without the production of the other counterparts thereof.

Sec. 42. Certification of Parties

The Landlord certifies that all conditions precedent to the valid execution and delivery of this Agreement on its part have been complied with and that all things necessary to constitute this Agreement a valid, binding and legal agreement on the terms and conditions and for the purposes set forth herein have been done and performed and have happened, and that the execution and delivery of this Agreement on its part have been and are in all respects authorized in accordance with law. The Master Tenant similarly certifies with reference to its execution and delivery of this Agreement.

Sec. 43. Minority Participation Plan

The Master Tenant agrees to use its best efforts to comply with the appropriate requirements of Section 177A of the Pittsburgh Code, and in accordance with said Code, has submitted or will submit to the Minority and Woman Business Enterprise Review Committee, for its approval, a Minority and Woman-Owned Business Enterprise Plan. Master Tenant and Landlord agree that Master Tenant's non-compliance with said Minority and Woman-Owned Business Enterprise Plan, as approved by said Committee, shall be considered as a default in, or breach of, this

Agreement to the same extent as a failure of Master Tenant to comply with the other terms of this Agreement. The Master Tenant, to assist the Landlord in the monitoring of the Master Tenant's compliance with said Minority and Woman-Owned Business Enterprise Plan, shall submit to the Landlord quarterly reports in a reasonable format to be established by the Landlord.

Sec. 44. Provisions

The Master Tenant covenants and agrees as follows:

A. To include in every contract for construction installations, alterations, repairs, or additions to the Leased Premises to be performed by the Master Tenant in accordance herewith, where the estimated cost shall exceed Five Thousand and 00/100 Dollars (\$5,000.00), a provision obligating the contractor to the prompt payment of all material furnished, labor supplied or performed, rental for equipment employed, and services rendered by public utilities in or in connection with the prosecution of the work, whether or not the said material, labor, equipment, and services enter into or become component parts of the work of improvements contemplated. This provision shall be included for the benefit of every person, co-partnership, association, or corporation who, as subcontractor or otherwise, has furnished material, supplied or performed labor, rented equipment or supplied services in or in connection with the prosecution of the work as aforesaid, and shall preclude the filing of any mechanic's lien claim for such material, labor, or rental of equipment. The Master Tenant will guarantee to the Landlord payment to contractors and subcontractors for the compensation that they are legally entitled, as provided herein, and will remove at Master Tenant's cost any liens filed because of non-payment by said contractor or subcontractor. Master Tenant reserves the right to contest any liens filed on the Property.

B. To be subject to the approvals of the appropriate City Departments, including the City Planning Commission of the City of Pittsburgh with respect to the locations and safety arrangements of all entrances and exits between public ways and non-public properties.

C. To conform to all applicable public laws and ordinances and administrative regulations.

Sec. 45. Debarment Certification

A. Master Tenant certifies that it and its principals have not been debarred, suspended, proposed for debarment, declared ineligible, are not in the process of being debarred, or are voluntarily excluded from conducting business with a federal department or Landlord of the federal government.

B. Master Tenant further certifies, for itself and all its contractors and subcontractors, that as of the date of its execution of this Agreement, neither Master

Tenant or any of its contractors, subcontractors or suppliers are under suspension or debarment by the Commonwealth of Pennsylvania or any governmental entity, instrumentality or authority and, if Master Tenant cannot so certify, then its agree to submit with this Agreement a written explanation of why such certification cannot be made.

C. Master Tenant obligations pursuant to these provisions are ongoing from and after the effective date of this Agreement through the termination date hereof. Accordingly, Master Tenant shall have an obligation to inform the Landlord if, at any time during the term of this Agreement, it or any of its contractors or subcontractors are suspended or debarred by the Commonwealth, the federal government or any other state or governmental entity. Such notification shall be within 15 days of suspension or debarment.

D. The failure of the Master Tenant to notify the Landlord of its suspension or debarment by the federal government, the Commonwealth, any other state or governmental entity shall constitute an event of default under this Agreement.

Sec. 46. Waiver of Notice to Quit

The Master Tenant hereby expressly waives the service of Notice to Quit pursuant to the Landlord and Tenant Act of 1951, as amended, or any existing or future act amending or supplementing such act, and of notice of intention to re-enter provided for in any statute, or to institute legal proceedings to that end.

Sec. 47. Real Estate Brokers

Landlord and Master Tenant represent and warrant to each other that no real estate agent or real estate broker has been in any way involved with this lease transaction and Landlord agrees to indemnify and hold Master Tenant harmless and Master Tenant agrees to indemnify and hold Landlord harmless of and from any claim by a real estate broker or real estate agent alleging to have been retained by such party in connection with this transaction.

Sec. 48. Condition of Title; Quiet Enjoyment

The Landlord represents and warrants:

A. That, on the date hereinabove first written, and subject to the terms and conditions of the Contract for Lease and the, it is seized and possessed of good and marketable fee simple title to the Property (such as is insurable, at regular rates by a title company approved by the American Land Title Association) free and clear of all reservations, encumbrances and exceptions excepting only the following:

- (i) The public easement in the public streets and alleys abutting the Property; and

- (ii) The uses, controls and restrictions set forth in this Agreement; and
- (iii) Applicable laws, ordinances, resolutions or orders of all governmental or other public authorities; and
- (iv) Easements for public utilities as shown on Schedule D hereof.

B. That the Master Tenant, on yielding and paying the Annual Rent and the Additional Rent pursuant to this Agreement and well and truly keeping, performing and observing, at the time and in the manner specified and in all respects according to their true intent and meaning, all of the covenants and agreements required by this Agreement to be kept, performed and observed, shall, until the Lease Term hereunder expires or is terminated pursuant to this Agreement, lawfully and quietly hold, occupy and enjoy the Property without hindrance or interference by the Landlord, or by any person claiming under the Landlord.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed in its behalf and its respective seals to be hereunto affixed and attested, on or as of the day and year first above written.

ATTEST:

URBAN REDEVELOPMENT AUTHORITY
OF PITTSBURGH

By: Bracon M. Driscoll
 Name: Suzan M. O'Neill
 Title: Assistant Secretary

By: [Signature]
 Name: Robert Stephens
 Title: Executive Director

ATTEST:

THE BUNCHER COMPANY

By: Joseph M. Jackovic
 Name: Joseph M. Jackovic
 Title: Executive Vice President

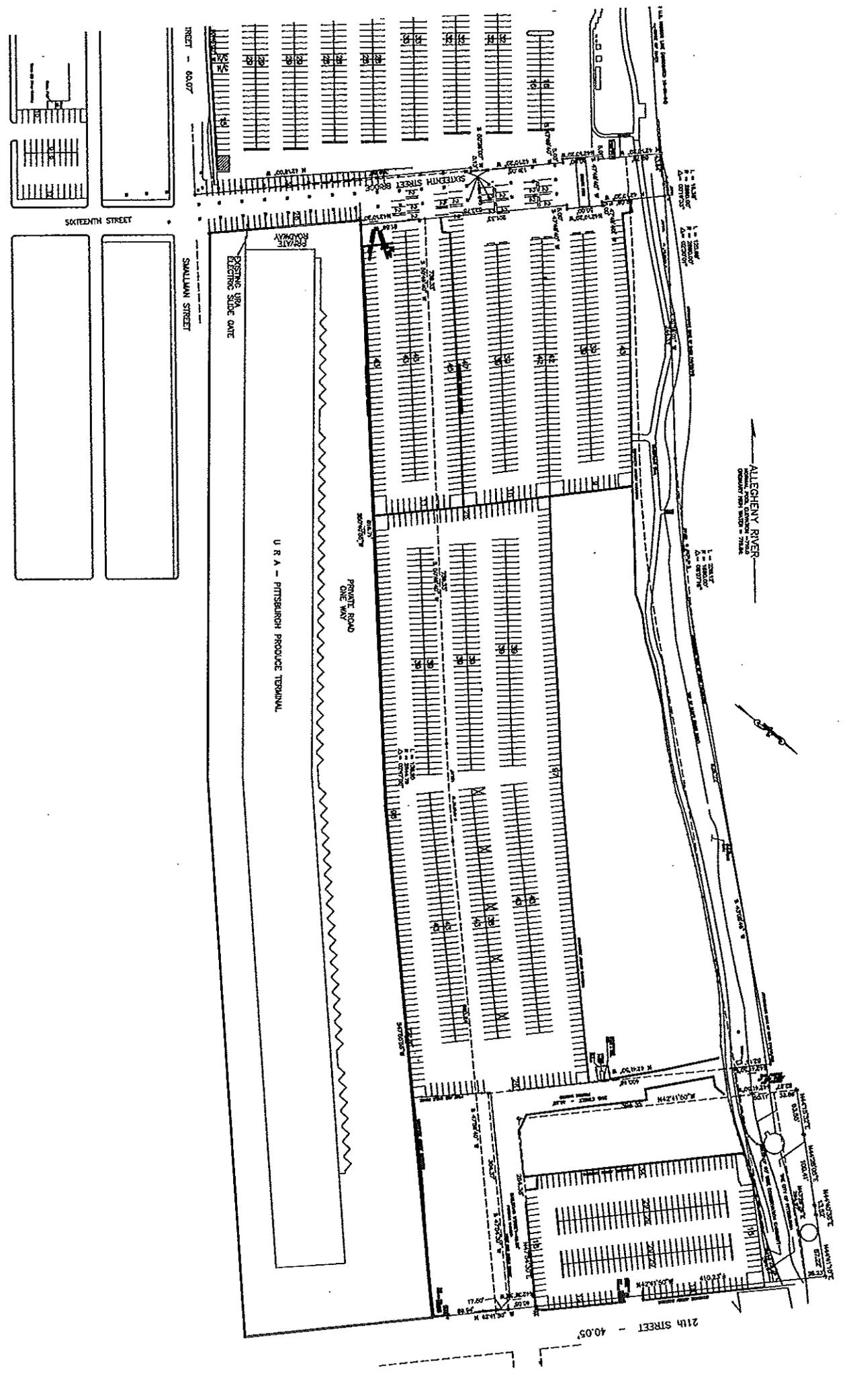
By: [Signature]
 Name: Thomas J. Balestrieri
 Title: President / CEO

SCHEDULE A
LEGAL DESCRIPTION

All that certain lot or piece of ground situate in the 2nd Ward, City of Pittsburgh, County of Allegheny and Commonwealth of Pennsylvania, being more particularly bounded and described according to a plat of Survey prepared by Frank Louis Kline Registered Professional Engineer No. 18694-E dated January 1981 as follows:

Beginning at the point of intersection of the easterly line of 16th Street (60 feet wide) and the northerly line of Smallman Street (60 feet wide); thence northeasterly along the northerly line of Smallman Street North 52° 00' East a distance of 804.00 feet to a point; thence continuing along the northerly line of Smallman Street North 49° 10' 45" East a distance of 612.69 feet to a point; thence continuing northeasterly North 40° 17' 08" East 129.36 feet to a point on the westerly line of 21st Street (60 feet wide); thence northwesterly along the westerly line of 21st Street North 41° 21' 30" West a distance of 210.93 feet to a point; thence southwesterly South 49° 11' 00" West a distance of 724.16 feet to a point; thence continuing southwesterly South 51° 56' 30" West a distance of 818.71 feet to a point on the easterly line of 16th Street; thence southeasterly along the easterly line of 16th Street South 40° 54' 45" East a distance of 230.86 feet to the point of intersection of the easterly line of 16th Street and the northerly line of Smallman Street, the place of beginning.

**SCHEDULE B
SITE PLAN**



1. This drawing is the property of the engineer and shall not be used for any other project without the written consent of the engineer.
 2. This drawing is not to be used for any other project without the written consent of the engineer.
 3. This drawing is not to be used for any other project without the written consent of the engineer.
 4. This drawing is not to be used for any other project without the written consent of the engineer.
 5. This drawing is not to be used for any other project without the written consent of the engineer.
 6. This drawing is not to be used for any other project without the written consent of the engineer.
 7. This drawing is not to be used for any other project without the written consent of the engineer.
 8. This drawing is not to be used for any other project without the written consent of the engineer.
 9. This drawing is not to be used for any other project without the written consent of the engineer.
 10. This drawing is not to be used for any other project without the written consent of the engineer.

REV.	DESCRIPTION	MADE	CHKD.	DATE
E				
D				
C				
B				
A				

		STRIP DISTRICT PARKING LOTS OVERALL SITE PLAN	
LOCATION:	SECOND WARD, CITY OF PITTSBURGH	SCALE:	AS SHOWN
DATE:	ALLEGHENY COUNTY, PENNA.	DRAWN:	DATE:
REV.		CHKD.	SCHEDULE 'B'

**SCHEDULE C
EXISTING LEASES**

- | | |
|---|----------------|
| 1.) Lester J. Abrams – 1,500 SF in Warehouse | EXP 12/31/2012 |
| 2.) J.E Corcoran Company – 22,500 SF in Warehouse; 1,201 SF in Office | EXP 12/31/2012 |
| 3.) Samuel J. Patti; La Prima Espresso Company – 5,500 SF in Warehouse | EXP 12/31/2012 |
| 4.) Strip District Public Market Council, Inc. – 10,000 SF in Warehouse | EXP 12/31/2012 |
| 5.) Premier Produce Company, Inc. – 17,500 SF in Warehouse | EXP 12/31/2012 |
| 6.) Golden Apple, Inc. – 2,500 SF in Warehouse | EXP 12/31/2012 |
| 7.) Source Interlink Distribution, LLC – 12,000 SF in Warehouse | EXP 12/31/2012 |
| 8.) Superior Produce – 4,500 SF in Warehouse | EXP 12/31/2012 |
| 9.) Coosemans Pittsburgh, Inc. – 17,500 SF in Warehouse | EXP 12/31/2012 |
| 10.) Euclid Fish Company – 2 docks & 1,234 SF in Office | EXP 11/30/2010 |
| 11.) William Penn Parking, Inc. – Smallman St Lot area | EXP 6/30/2011 |
| 12.) Jeff's Flowers – 1,000 SF in Warehouse | EXP 8/31/2011 |
| 13.) The Society for Contemporary Crafts, Inc. – 14,678 SF | EXP 12/31/2013 |
| 14.) Carol Ross d/b/a Entry Time – 450 SF in Office | EXP 30 days |
| 15.) Homeless Children's Education Fund – 1,530 SF in Office | EXP 3/31/2012 |
| 16.) M.I.T. Enterprises, Inc. – 2,292 SF in Office | EXP 8/31/2012 |
| 17.) United States of America; General Services Administration 914 SF | EXP 12/31/2012 |

SCHEDULE D
EASEMENTS FOR PUBLIC UTILITIES

- 1.) Right of Way from Urban Redevelopment Authority of Pittsburgh to Duquesne Light Company dated June 22, 1994 and recorded in Deed Book Volume 9427, page 379.
- 2.) Right of Way from Urban Redevelopment Authority of Pittsburgh to Duquesne Light Company dated March 24, 1983 and recorded in Deed Book Volume 6630, page 601.

SCHEDULE E
SPECIAL WARRANTY DEED

Recorder Mail to:

The Buncher Company
1300 Penn Avenue, Suite 300
Pittsburgh, PA 15222

THIS INDENTURE

MADE THE _____ DAY OF _____, 2011,

BETWEEN

URBAN REDEVELOPMENT AUTHORITY OF PITTSBURGH, a
Redevelopment Authority established and existing under the Urban Redevelopment
Law of the Commonwealth of Pennsylvania, Act of May 24, 1945, P.L. 991, as
amended, for the City of Pittsburgh, County of Allegheny, Pennsylvania (hereinafter
called the "Grantor"),

AND

THE BUNCHER COMPANY, a corporation organized and existing under
the laws of the Commonwealth of Pennsylvania, and having a mailing address at 1300
Penn Avenue, Pittsburgh, Pennsylvania 15222 (hereinafter called the "Grantee"),

WITNESSETH, That the said Grantor in consideration of the sum of ONE
MILLION EIGHT HUNDRED THOUSAND AND 00/100 DOLLARS (\$1,800,000.00),
lawful money of the United States of America, to it paid by the Grantee, at or before the
sealing and delivery of these presents, the receipt whereof is hereby acknowledged,
does grant, bargain, sell and convey unto the said Grantee, its successors and assigns,
the following described property (hereinafter referred to as the "Property"),

DESCRIPTION

ALL THAT CERTAIN LOT OR PIECE OF GROUND situate in the 2nd Ward, City of Pittsburgh, County of Allegheny and Commonwealth of Pennsylvania, being more particularly bounded and described according to a plat of Survey prepared by Frank Louis Kline Registered Professional Engineer No. 18694-E dated January 1981, as follows, to wit:

BEGINNING at the point of intersection of the Easterly line of 16th Street (60' wide) and the Northerly line of Smallman Street (60' wide); thence Northeasterly along the Northerly line of Smallman Street, North 52° 00' East, a distance of 804.00 feet to a point; thence continuing along the Northerly line of Smallman Street, North 49° 10' 45" East, a distance of 612.69 feet to a point; thence continuing Northeasterly, North 40° 17' 08" East, 129.36 feet to a point on the Westerly line of 21st Street (60' wide); thence Northwesterly along the Westerly line of 21st Street, North 41° 21' 30" West, a distance of 210.93 feet to a point; thence Southwesterly, South 49° 11' 00" West, a distance of 724.16 feet to a point, thence continuing Southwesterly, South 51° 56' 30" West, a distance of 818.71 feet to a point on the Easterly line of 16th Street; thence Southeasterly along the Easterly line of 16th Street, South 40° 54' 45" East, a distance of 230.86 feet to the point of intersection of the Easterly line of 16th Street and the Northerly line of Smallman Street, the place of BEGINNING.

CONTAINING 8.156 acres.

BEING THE SAME PROPERTY that Consolidated Rail Corporation conveyed to the Urban Redevelopment Authority of Pittsburgh by Deed dated February 23, 1981 and recorded in the Recorder's Office of Allegheny County, Pennsylvania (now known as the Allegheny County Real Estate Department) in Deed Book Volume 6349, Page 800.

THIS CONVEYANCE is made under and subject to:

A.

The following easements:

1. From Urban Redevelopment Authority of Pittsburgh to Duquesne Light Company dated June 22, 1994, and recorded in Deed Book Volume 9427, page 379.
2. From Urban Redevelopment Authority of Pittsburgh to Duquesne Light Company dated March 24, 1983, and recorded in Deed Book Volume 6630, page 601.

B. The following covenants:

1. That the Grantee, for itself and its successors and assigns, to or of the Property or any part thereof, shall:
 - (a) Devote the Property to a use or uses in accordance with the Zoning Ordinance of the City of Pittsburgh.
 - (b) Devote the Property to a use or uses in accordance with the terms and conditions of the Disposition Contract between the parties hereto dated as of January 1, 2011, (hereinafter called the "Disposition Contract"), which Disposition Contract is on file at the office of the Grantor;
 - (c) Not effect or execute any agreement, lease, conveyance, or other instrument whereby the Property or any part thereof is restricted upon the basis of race, color, religious creed, disability,

ancestry, national origin, age, or sex in the sale, lease, or occupancy thereof;

- (d) Not discriminate in the use, sale or lease of any or all of the Property or buildings or structures thereon against any person because of race, color, religious creed, disability, ancestry national origin, age, or sex; nor shall any person be deprived of the right to live on the Property or use any of the facilities therein by reason of race, color, religious creed, disability, ancestry, national origin, age, or sex;
- (e) Comply with all State and local laws, in effect from time to time, prohibiting discrimination or segregation by reason of race, color, religious creed, disability, ancestry, national origin, age, or sex in the sale, lease, or occupancy of the Property;
- (f) Be without power to sell, lease or other-wise transfer the Property or any part thereof without the prior written consent of the Grantor until the Grantor shall certify in writing that the Improvements, as provided in the Disposition Contract, have been completed. This covenant shall not apply to subleases with third parties, on portions of the Property, or to any amendments or extensions of leases with existing tenant in the Property, or assignment of Grantee's rights to entities owned or controlled by Grantee;
- (g) Make no changes in the Improvements after the completion of the construction thereof which would

constitute a major change in said Improvements or in the utilization of the Property except with the written approval of the Grantor. Provided this covenant shall not apply to changes in the Improvement in connection with tenant improvement to accommodate new or existing tenants in the Property; and

- (h) Commence and complete the construction of the Improvements to the Property within the period of time provided in the Disposition Contract.
2. The Grantee, for itself and its successors and assigns, further covenants and agrees that the aforesaid covenants shall be covenants running with the land and shall be in effect for a period of twenty years from the date of this Indenture, except for the covenants provided in paragraphs 1(a), 1(c), 1(d), and 1(e) hereof, which shall remain in effect without limitation as to time and shall be enforceable in law, equity or other proper proceedings by the Grantor, its successors and assigns, the City of Pittsburgh, or any successor in title to the Grantor against the Grantee, its successors and assigns of the Property or any part thereof or any interest therein, and any party in possession or occupancy of the Property or any part thereof; and the Grantee, for itself and its successors and assigns further agrees that said covenants shall be enforceable by the Grantor for said entire period of time without regard to whether the Grantor is or remains an owner of any land or interest therein to which said covenants relate.

C. The following express conditions:

1. That the Grantee, its successors and assigns, shall commence and complete the construction of the Improvements to the Property in accordance with the Disposition Contract, and the Grantor, or its successors or assigns, shall have a right of re-entry, and the estate hereby conveyed shall be forfeited by reason of the failure of the Grantee, its successors or assigns, so to do, and the title to said estate shall revert to and be revested in the said Grantor or its successors or assigns;
2. That prior to completion of the Improvements as certified by the Grantor pursuant to said Disposition Contract, the Grantee, its successors and assigns, except as provided in said Disposition Contract and the Lease of Land and Building for Private Development attached thereto, shall not sell, lease, or otherwise transfer the Property or any part thereof, without the approval of the Grantor, its successors or assigns, in accordance with the terms of the aforesaid Disposition Contract, for breach of which condition the Grantor, or its successors or assigns, shall have a right of re-entry and the estate hereby conveyed shall be forfeited and the title to said estate shall revert to and be revested in the said Grantor or its successors or assigns;
3. That prior to completion of the Improvements as certified by the Grantor pursuant to the Disposition Contract, the Grantee, its successors and assigns, shall pay the real estate taxes and any special assessments on the Property when due and shall not place or permit any lien or other

encumbrance to be placed on the Property except as authorized by the said Disposition Contract and shall not suffer any levy or attachment to be made upon the Property or to be or remain a charge or encumbrance on or against the Property and, for any neglect or failure to have such encumbrance or lien removed or discharged as provided in said Disposition Contract, the estate hereby conveyed shall be forfeited by reason of the failure of the Grantee, its successors or assigns, so to do, and the title to said estate shall revert to and be re-vested in the said Grantor or its successors or assigns, and the Grantor, or its successors or assigns, shall have a right of re-entry.

Provided, however, that the rights of forfeiture, re-entry, and reverter of title reserved by the Grantor for a breach of any of the foregoing conditions shall be subject to and shall not impair the lien of any mortgage or trust deed authorized by the aforesaid Disposition Contract in existence at the time of the said breach, and any rights or interests provided in said Disposition Contract for the protection of the holders of any evidence of indebtedness secured by any such mortgage or trust deed;

Provided, further, that said rights of forfeiture, re-entry, and reverter of title hereby reserved by the Grantor for a breach of any of the foregoing conditions shall not apply to parts or parcels of the Property on which the Improvements to be constructed thereon have been completed and which have, pursuant to authorization contained in the Disposition Contract, been sold, conveyed, or leased to other parties.

D. The Grantor, for itself and its successors and assigns, covenants and agrees that after completion of the Improvements by the Grantee on any individual parts or parcels of said Property, as shown by a Certificate of Completion of the Grantor, which is to be recorded in the Allegheny County Department of Real Estate (formerly known as the Office of the Recorder of Deeds of Allegheny County), Pennsylvania, any party purchasing individual parts or parcels of the said Property from the Grantee, which the Grantee is authorized by the terms of said Disposition Contract to sell, convey, or lease to other parties, shall not (because of such purchase or lease) incur any obligation with respect to the construction of the Improvements on such parts or parcels or to other parts or parcels of the Property.

With the appurtenances: TO HAVE AND TO HOLD the same subject as aforesaid unto and for the use of the said Grantee, its successors and assigns FOREVER.

AND the Grantor, for itself and its successors and assigns, covenants with the Grantee, its successors and assigns, against all lawful claimants claiming by, through, or under Grantor, the same and every part thereof, to SPECIALLY WARRANT AND DEFEND.

This Deed is made by virtue and in pursuance of a resolution duly adopted at a _____ Meeting of the Members of the Grantor, duly called and held on _____ 2010, a full quorum being present, authorizing and directing the same to be made and done.

NOTICE -- THIS DOCUMENT MAY NOT SELL, CONVEY, TRANSFER, INCLUDE OR INSURE THE TITLE TO THE COAL AND RIGHT OF SUPPORT UNDERNEATH THE SURFACE LAND DESCRIBED OR REFERRED TO HEREIN, AND THE OWNER OR OWNERS OF SUCH COAL MAY HAVE THE COMPLETE LEGAL RIGHT TO REMOVE ALL OF SUCH COAL AND, IN THAT CONNECTION, DAMAGE MAY RESULT TO THE SURFACE OF THE LAND AND ANY HOUSE,

BUILDING, OR OTHER STRUCTURE ON OR IN SUCH LAND. THE INCLUSION OF THIS NOTICE DOES NOT ENLARGE, RESTRICT OR MODIFY ANY LEGAL RIGHTS OR ESTATES OTHERWISE CREATED, TRANSFERRED, EXCEPTED OR RESERVED BY THIS INSTRUMENT. (THIS NOTICE IS SET FORTH IN THE MANNER PROVIDED IN SECTION 1 OF THE ACT OF JULY 17, 1957, P.L. 984, AS AMENDED.)

IN WITNESS WHEREOF, the said Grantor has caused its common and corporate seal to be affixed to these presents by the hand of its Executive Director, and the same to be duly attested by its Assistant Secretary. Dated the day and year first above written.

ATTEST: URBAN REDEVELOPMENT AUTHORITY OF
PITTSBURGH

Assistant Secretary By _____
Rob Stephany, Executive Director

NOTICE THE UNDERSIGNED, AS EVIDENCED BY THE SIGNATURE(S) TO THIS NOTICE AND THE ACCEPTANCE AND RECORDING OF THIS DEED, (IS, ARE) FULLY COGNIZANT OF THE FACT THAT THE UNDERSIGNED MAY NOT BE OBTAINING THE RIGHT OF PROTECTION AGAINST SUBSIDENCE, AS TO THE PROPERTY HEREIN CONVEYED, RESULTING FROM COAL MINING OPERATIONS AND THAT THE PURCHASED PROPERTY, HEREIN CONVEYED, MAY BE PROTECTED FROM DAMAGE DUE TO MINE SUSIDENCE BY A PRIVATE CONTRACT WITH THE OWNERS OF THE ECONOMIC INTEREST IN THE COAL. THIS NOTICE IS INSERTED HEREIN TO COMPLY WITH THE BITUMINOUS MINE SUBSIDENCE AND LAND CONSERVATION ACT OF 1966.

ATTEST: THE BUNCHER COMPANY

Bernita Buncher
Secretary

Thomas J. Balestrieri
President/CEO

