

AMENDMENT TO PARKING AGREEMENTS

THIS AMENDMENT TO PARKING AGREEMENTS (this "**Amendment**") is made and entered into as of this _____ day of _____, 2014, and is to be effective as of January 1, 2015 (the "**Effective Date**"), by and between the **PUBLIC PARKING AUTHORITY OF PITTSBURGH**, a public body corporate and politic and a parking authority of the Commonwealth of Pennsylvania duly established and existing under Chapter 55 of Title 53 of the Pennsylvania Consolidated Statutes (the "**Authority**") and the **CITY OF PITTSBURGH**, a municipality and a city of the second class of the Commonwealth of Pennsylvania duly organized and existing under the Constitution and laws of said Commonwealth and the City of Pittsburgh Home Rule Charter (the "**City**").

RECITALS

WHEREAS, heretofore, the City and the Authority allocated among themselves certain rights and responsibilities pertaining to the operation and finances of certain on-street public parking meters and off-street public parking garages and lots, all as more fully set forth in that certain (a) Meter Revenue Agreement by and between the City and the Authority, dated December 18, 1985 (the "**Revenue Agreement**"), as amended by that certain Amendment Agreement by and among the Authority, City and the City of Pittsburgh Equipment Leasing Authority (the "**Leasing Authority**"), dated as of January 1, 2000 (the "**Amendment Agreement**"); (b) Cooperation Agreement by and among the City, the Authority and Leasing Authority, dated as of February 5, 1995 as amended by the Amendment Agreement (the "**Cooperation Agreement**"); (c) Monongahela and Allegheny Wharf Lease by and between the City and the Authority dated January 1, 1987, as amended by that certain Amendment to Monongahela and Allegheny Wharf Lease dated September 1, 1989 (collectively, the "**Mon Wharf Lease**"); and (d) Agreement of Lease dated July 20, 1993 by and between the Authority and the City (the "**Mellon Square Garage Lease**," together with the Revenue Agreement, Amendment Agreement, Cooperation Agreement, and Mon Wharf Lease, the "**Governmental Cooperation Agreements**");

WHEREAS, the City and the Authority have also previously allocated among themselves certain rights and responsibilities pertaining to the operation and finances of the enforcement, adjudication, processing and collection of parking tickets issued in the City pursuant to a Pittsburgh Parking Court Cooperation Agreement dated as of May 18, 2005 between the Authority and the City (the "**Parking Court Cooperation Agreement**")

WHEREAS, the parties desire to more accurately reflect the economics of the Governmental Cooperation Agreements and the Parking Court Cooperation Agreement in light of increased efficiencies in the Authority's ability to provide and enforce public parking in the City of Pittsburgh;

WHEREAS, pursuant to that certain resolution adopted by the Board of Directors of the Authority on _____, 2014, and attached hereto as Exhibit A (the "**Authority Resolution**"), the Authority is authorized to enter into this Amendment;

WHEREAS, pursuant to the City of Pittsburgh Home Rule Charter and that certain ordinance adopted by the City Council of the City on _____, 2014, and attached hereto as Exhibit B (the "City Ordinance"), the City is authorized to enter into this Amendment; and [City: Please advise if this is required.]

NOW THEREFORE, for and in consideration of the premises, the mutual covenants, representations, warranties and agreements contained herein and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the City and the Authority covenant and agree as follows:

1. **Recitals.** The foregoing recitals are hereby incorporated herein by this reference.
2. **Revenue Agreement.** The Revenue Agreement is hereby amended as follows:
 - a. **Article II.** The phrase "and ending on November 25, 2015," in Article II is hereby deleted in its entirety and replaced with the phrase "and ending on January 31, 2050. Accordingly, this Agreement shall terminate as of January 31, 2050¹, and thereafter be of no further force or effect."
 - b. **Article V.** Article V, entitled "Distribution to City" is hereby deleted in its entirety and replaced with "Intentionally Omitted."
3. **Cooperation Agreement.** The Cooperation Agreement is hereby amended as follows:
 - a. **Section 1.** The following terms defined in Section 1 are hereby amended as follows:
 - i. The definition of the "Authority's Share of Parking Meter Revenues/Cooperation Agreement" is hereby deleted, and the following is substituted therefor:

Authority's Share of Parking Meter Revenues/Cooperation Agreement: The term "Authority's Share of Parking Meter Revenues/Cooperation Agreement" means, for any fiscal year of the Authority, the amount of (a) \$2,000,000.00, plus (b) an amount equal to any and all operating expenses associated with the Parking Meters, including, without limitation, annual maintenance, consumables and repair payments, credit card fees, warranty payments and such other contractual payments as may be required with respect to the on-street multi-space parking meters.

¹ The termination date is based on the Authority's term of existence, which was approved by City Council pursuant to Ordinance No. 1 of 2000 (Bill No. 2000-0018). This date was also selected for purposes of providing adequate security to bondholders in anticipation of a bond issuance in the next three years for reconstruction of the 9th and Penn Garage.

ii. The defined term "Authority's Share of Parking Meter Revenues/Meter Revenue Agreement" in Section 1 is hereby amended and restated in its entirety. As amended and restated, the term "Authority's Share of Parking Meter Revenues/Meter Revenue Agreement" hereafter means the following:

Authority's Share of Parking Meter Revenues/Meter Revenue Agreement: The term "Authority's Share of Parking Meter Revenues/Meter Revenue Agreement" means, for any fiscal year of the Authority, the amount of \$2,600,000.00.²

b. Section 2. The following provisions of Section 2 are hereby amended as follows:

i. The second and third sentences of Section 2(b) are hereby deleted in their entirety.

ii. The second, third and fourth sentences of Section 2(c) are hereby deleted in their entirety.

iii. Section 2(d) is hereby deleted in its entirety and replaced with the phrase "Intentionally Omitted."

iv. Section 2(h) is hereby deleted in its entirety and replaced with the phrase "Intentionally Omitted."

c. Section 3. Section 3 is hereby deleted in its entirety and replaced with the phrase "Intentionally Omitted." Accordingly, Exhibit A to the Cooperation Agreement is hereby deleted in its entirety and replaced with the phrase "Intentionally Omitted."

d. Section 4.

i. Section 4(a). Section 4(a) is hereby deleted and the following is hereby substituted therefor:

a. **Assignment of Parking Meter Revenues.** Subject to the conditions set forth in this Agreement, the City hereby irrevocably sells, assigns, transfers and sets over unto the Authority one hundred percent (100%) of the Meter Revenues derived from the operation of Parking Meters in the City during the period beginning on the date of this Agreement and ending on January 31, 2050.

ii. Section 4(c). Section 4(c) is hereby deleted in its entirety and replaced with the phrase "Intentionally Omitted."

² The changes in these definitions result in the Authority being entitled to retain from the Meter Revenues the sum of \$4,600,000, plus any and all operating expenses associated with the Parking Meters, including, without limitation, annual maintenance, consumables and repair payments, credit card fees, warranty payments and such other contractual payments as may be required with respect to the on-street multi-space parking meters.

iii. Section 4(d). Section 4(d) is hereby deleted and the following is substituted therefor:

d. **Distributions to City.** On March 15 of each calendar year, the Authority will direct The Bank of New York Mellon Trust Company, N.A., as trustee (the "Trustee") under that certain Trust Indenture dated as of January 1, 2000, between the Authority and the Trustee (the "Indenture"), to transfer to the Coop Account of the 2000 Revenue Fund (as both terms are defined in the Indenture), the City's Revised Portion of the Meter Revenues collected during the fiscal year of the Authority ended on the immediately preceding December 31. Immediately following such transfer into the Coop Account, the Authority will direct the Trustee to transfer to the City therefrom the City's Revised Portion of the Meter Revenues; provided, however, that the Authority shall be obligated to cause such transfer to the City only to the extent that

(i) the Debt Service Reserve Fund, the Operating Reserve Fund, the Renewal and Replacement Reserve Fund and the Bond Fund (as those terms are defined in the Indenture) are fully funded as of that date and

(ii) for the fiscal year of the Authority ended on the immediately preceding December 31, the Net Revenues (as defined in the Indenture) of the Authority were not less than 150% of the Debt Service Requirement (as defined in the Indenture) for such period (the "Coverage Ratio").

If there is any deficiency in any of the Funds listed in clause (i) immediately above or if the Net Revenues of the Authority were less than 150% of the Debt Service Requirement for such period, then the Authority will be entitled to, and will, direct the Trustee to transfer from the Coop Account

(x) to the fund or account holding insufficient funds, the amount necessary to eliminate such deficiency, and

(y) to a separate segregated fund held by the Trustee under the Indenture, an amount equal to the difference between the Net Revenues realized by the Authority for such period and 150% of the Debt Service Requirement for such period, but, in both cases, only to the extent of amounts in the Coop Account.

The Authority will cause the amount, if any, remaining in the Coop Account on March 15 after such transfers (and other deductions permitted therefrom) to be paid to the City to the extent necessary to satisfy the Authority's obligations hereunder, or, if there are no funds remaining in the Coop Account or the Coverage Ratio was not at least 150%, the Authority will notify the City in writing of same. Upon directing the Trustee to make such payment or delivering such notice, as the case may be, the Authority will have no obligation whatsoever to make any further

payment for that year and the City is to accept any such payment or notice as full satisfaction of the Authority's obligations under this Section 4(d) for such fiscal year.

iv. Section 4(e). Section 4(e) is hereby deleted in its entirety and replaced with "Intentionally Omitted."

v. Section 4(f). Section 4(f) is hereby deleted and the following is substituted therefor:

f. **Assigned Parking Meter Revenues as Consideration for Services Rendered.** The Authority's Share of Parking Meter Revenues/Cooperation Agreement and the Authority's Share of Parking Meter Revenues/Meter Revenue Agreement are consideration for services rendered by the Authority to the City, including, among other things, the operation, maintenance and enforcement of the on-street parking meter system in the City of Pittsburgh, and will not be subject to repayment unless the Authority, in its sole discretion, chooses to make repayment of all or any portion of such proceeds not otherwise encumbered by any pledge or encumbrance supporting an obligation of the Authority.

vi. Section 4(g). Section 4(g) is hereby amended by deleting the second sentence of such section in its entirety and by inserting in its place the following:

"[Notwithstanding anything to the contrary in this Section 4(g)], (i) the Parking Meters are the property of the Authority and (ii) the removal or relocation of any Parking Meter will be conducted by the Authority, upon request by the City."

e. Amendments to Section 5. Section 5 is hereby deleted and the following is hereby substituted therefor:

5. Payment in Lieu of Taxes.

a. 2014 Fiscal Year. With respect to the fiscal year of the Authority commencing on January 1, 2014 and ending at the close of business on December 31, 2014, the Authority will, on March 15 of 2015, direct The Bank of New York Mellon Trust Company, N.A., as trustee (the "Trustee") under that certain Trust Indenture dated as of January 1, 2000, between the Authority and the Trustee (the "Indenture"), to pay to the City from moneys on deposit in the Coop Account with respect to the such prior fiscal year an amount not to exceed \$1,300,000 as a payment in lieu of taxes; provided, however, that the Authority shall be obligated to make each such payment only to the extent that

(i) the Debt Service Reserve Fund, the Operating Reserve Fund, the Renewal and Replacement Fund and the Bond

Fund (as those terms are defined in the Indenture) are fully funded as of that date and

(ii) for the fiscal year of the Authority ended on December 31, 2014, the Net Revenues (as defined in the Indenture) of the Authority were not less than 150% of the Debt Service Requirement (as defined in the Indenture) for such period (the "Coverage Ratio").

If there is any deficiency in any of the Funds listed in clause (i) immediately above or if the Net Revenues of the Authority were less than 150% of the Debt Service Requirement for such period, then the Authority will be entitled to, and will, direct the Trustee to transfer from the Coop Account

(x) to the fund or account holding insufficient funds, the amount necessary to eliminate such deficiency, and

(y) to a separate segregated fund held by the Trustee under the Indenture, an amount equal to the difference between the Net Revenues realized by the Authority for such period and 150% of the Debt Service Requirement for such period, but, in both cases, only to the extent of amounts in the Coop Account.

The Authority will cause the amount, if any, remaining in the Coop Account on March 15 after such transfers (and other deductions permitted therefrom) to be paid to the City to the extent necessary to satisfy the Authority's obligations hereunder, or, if there are no funds remaining in the Coop Account or the Coverage Ratio was not at least 150%, the Authority will notify the City in writing of same. Upon directing the Trustee to make such payment or delivering such notice, as the case may be, the Authority will have no obligation whatsoever to make any further payment for the prior fiscal year and the City will accept any such payment or notice as full satisfaction of the Authority's obligations under this Section 5 for such fiscal year, and the City will not seek any further payment under this Section 5 for such fiscal year.

b. 2015 Fiscal Year and Thereafter. On March 15 of 2015, and each March 15th thereafter, the Authority will direct the Trustee to pay to the City from moneys on deposit in the Coop Account with respect to the prior fiscal year an amount not to exceed \$1,900,000 as a payment in lieu of taxes; provided, however, that the Authority shall be obligated to make each such payment only to the extent that

(i) the Debt Service Reserve Fund, the Operating Reserve Fund, the Renewal and Replacement Fund and the Bond Fund (as those terms are defined in the Indenture) are fully funded as of that date and

(ii) for the fiscal year of the Authority ended on the immediately preceding December 31, the Net Revenues (as defined in the Indenture) of the Authority were not less than 150% of the Debt Service Requirement (as defined in the Indenture) for such period (the "Coverage Ratio").

If there is any deficiency in any of the Funds listed in clause (i) immediately above or if the Net Revenues of the Authority were less than 150% of the Debt Service Requirement for such period, then the Authority will be entitled to, and will, direct the Trustee to transfer from the Coop Account

(x) to the fund or account holding insufficient funds, the amount necessary to eliminate such deficiency, and

(y) to a separate segregated fund held by the Trustee under the Indenture, an amount equal to the difference between the Net Revenues realized by the Authority for such period and 150% of the Debt Service Requirement for such period, but, in both cases, only to the extent of amounts in the Coop Account.

The Authority will cause the amount, if any, remaining in the Coop Account on March 15 after such transfers (and other deductions permitted therefrom) to be paid to the City to the extent necessary to satisfy the Authority's obligations hereunder, or, if there are no funds remaining in the Coop Account or the Coverage Ratio was not at least 150%, the Authority will notify the City in writing of same. Upon directing the Trustee to make such payment or delivering such notice, as the case may be, the Authority will have no obligation whatsoever to make any further payment for the prior fiscal year and the City will accept any such payment or notice as full satisfaction of the Authority's obligations under this Section 5 for such fiscal year, and the City will not seek any further payment under this Section 5 for such fiscal year.

4. Mellon Square Garage Lease.

a. Section 8 of the Mellon Square Garage Lease is hereby deleted in its entirety and replaced with the phrase "Intentionally Omitted."

b. Notwithstanding anything to the contrary in the Mellon Square Garage Lease, the City and the Authority hereby acknowledge and agree as follows:

i. The term of the Mellon Square Garage Lease is currently month-to-month (the "MSG Term"). The City may terminate any or all of the Mellon Square Garage Lease upon sixty (60) days' (the "Notice Period") advance written notice to the Authority (the "MSG Termination Right").

ii. The Authority shall have a right of first refusal to manage the Mellon Square Garage on behalf of the City (the "MSG ROFR"). In the event the City

exercises its MSG Termination Right to some or all of the Mellon Square Garage, then the Authority, in its sole discretion, may elect to be a parking garage operator on behalf of the City with respect to the relevant areas of the Mellon Square Garage that are impacted by exercise of the MSG Termination Right (the "Non-Leased Area"). The Authority shall notify the City during the Notice Period if it desires to exercise the MSG ROFR with respect to the Non-Leased Area.

iii. The Mellon Square Garage Lease shall remain in full force and effect with respect to any part of the Mellon Square Garage leased by the Authority that is not a Non-Leased Area.

iv. In the event the Authority exercises the MSG ROFR, the Authority shall (A) pay the City the sum of One Dollar (\$1.00) per year; (B) be entitled to retain all revenues generated by the Non-Leased Area; (C) have sole and exclusive ability to set the parking rates for the Mellon Square Garage; and (D) perform, at the Authority's sole effort and expense, such repairs to the Mellon Square Garage as are deemed reasonably necessary by the Authority to maintain the Mellon Square Garage in a safe, neat and orderly fashion.

v. The City acknowledges and agrees that the financial commitments of the Authority set forth in the Governmental Cooperation Agreements, as amended by this Amendment, are conditioned on the Authority enjoying the rights set forth in this Section 4(b). Accordingly, the Authority's rights set forth in this Section 4(b) shall remain effective and non-terminable until January 31, 2050.

vi. Each party agrees (A) to furnish upon request to the other party such further information, (B) to execute and deliver to the other party such other documents, and (C) to do such other acts and things, all as the other party may reasonably request for the purposes of carrying out the intent of this Section 4(b).

5. **Mon Wharf Lease.** The Mon Wharf Lease is hereby amended as follows:

a. Notwithstanding anything to the contrary in the Mon Wharf Lease, the term of the Mon Wharf Lease shall expire on January 31, 2050, whereupon the Mon Wharf Lease shall automatically terminate and be of no further force or effect.

b. All references to the Allegheny Wharf are hereby deleted in their entirety.

c. Section 3.4 of the Mon Wharf Lease is hereby deleted in its entirety and replaced with the phrase "Intentionally Omitted."

d. Section 3.5 is hereby amended in its entirety to read as follows:

Section 3.5 On March 15 of each calendar year, the Tenant will direct The Bank of New York Mellon Trust Company, N.A., as trustee (the "Trustee") under that certain Trust Indenture dated as of January 1, 2000, between Tenant and the Trustee (the "Indenture"), to transfer to the Coop Account of the 2000 Revenue Fund (as both terms are defined in the

Indenture, the Landlord's portion of the Wharf Revenues collected during the fiscal year of Tenant ended on the immediately preceding December 31. Immediately following such transfer into the Coop Account, Tenant will direct the Trustee to transfer to the Landlord therefrom the amount necessary to pay the rental due hereunder; provided, however, that Tenant shall be obligated to make such rental transfer only to the extent that

(i) the Debt Service Reserve Fund, the Operating Reserve Fund, the Renewal and Replacement Reserve Fund and the Bond Fund (as those terms are defined in the Indenture) are fully funded as of that date and

(ii) for the fiscal year of Tenant ended on the immediately preceding December 31, the Net Revenues (as defined in the Indenture) of the Tenant were not less than 150% of the Debt Service Requirement (as defined in the Indenture) for such period (the "Coverage Ratio").

If there is any deficiency in any of the Funds listed in clause (i) immediately above or if the Net Revenues of Tenant were less than 150% of the Debt Service Requirement for such period, then Tenant will be entitled to, and will, direct the Trustee to transfer from the Coop Account

(x) to the fund or account holding insufficient funds, the amount necessary to eliminate such deficiency, and

(y) to a separate segregated fund held by the Trustee under the Indenture, an amount equal to the difference between the Net Revenues realized by the Authority for such period and 150% of the Debt Service Requirement for such period, but, in both cases, only to the extent of amounts in the Coop Account.

Tenant will cause the amount, if any, remaining in the Coop Account on March 15 after such transfers (and other deductions permitted therefrom) to be paid to the Landlord to the extent necessary to satisfy the Tenant's obligations hereunder, or, if there are no funds remaining in the Coop Account or the Coverage Ratio was not at least 150%, the Tenant will notify the Landlord in writing of same. Upon directing the Trustee to make such payment or delivering such notice, as the case may be, the Tenant will have no obligation whatsoever to make any further payment for that year and the Landlord will accept any such payment or notice as full satisfaction of the Tenant's obligations under this Section 3.5 for such fiscal year, and the City will not seek any further payment under this Section 3.5 for such fiscal year. Landlord and Tenant further acknowledge and agree that notwithstanding the provisions of Section 3.3, so long as the Indenture shall be effective, payment of the rent as therein set forth shall be made only from the Coop Account. Landlord covenants and agrees that it will not take any action with respect to Wharf Revenues which will

materially or adversely affect the ability of Tenant to meet the Coverage Ratio and the rate covenant included in the Indenture.

6. **Parking Court Cooperation Agreement.** The Parking Court Cooperation Agreement is hereby amended as follows:

a. Amendments to Section 1. The following term defined in Section 1 of the Parking Court Cooperation Agreement is hereby amended and restated as follows:

“**Annual Budget**” means the annual budget, prepared on or before December 31 of each year for the PPC, which budget is to project the annual Costs, Ticket Revenue and Net Revenue for the subsequent fiscal year.

b. Amendments to Section 3. Section 3 of the Parking Court Cooperation Agreement is hereby amended and restated in its entirety as follows:

1. **REVENUE DISTRIBUTION.** The PPA and City hereby agree that the annual Ticket Revenue, based on the fiscal calendar year of January 1 to December 31, will be distributed in accordance with the following provisions.

(a) Cost Payment. The PPA will, in its sole discretion, pay all Costs, including the Initial Costs from the Ticket Revenues (Ticket Fund), from time to time, as and when said Costs become due and payable and in a manner which avoids unnecessary increases in the Costs.

(b) Net Revenue Distribution. The annual Net Revenue will be distributed by the PPA as follows: Net Revenue will be distributed 100% to the City and 0% to the PPA.

(c) Distribution to City. Except for fiscal year 2005, the PPA will distribute to the City twenty-five (25%) percent of the City’s portion of the Net Revenue (in accordance with Section 3(b) above), at the end of each of the first three fiscal quarters, on the 15th day of the following month or the next business day thereafter, with the final payment of the year adjusted for the actual Ticket Revenue and Costs for the year, according to the following scheme:

(i) In 2005, there shall be three quarterly payments to the City. The first quarterly payment of 2005 shall be made on May 15th, 2005 or the next business day thereafter. The City acknowledges that the 2005 payments of the City’s share of the Net Revenue shall be based on the Net Revenue for that particular period. The second 2005 payment to the City shall be made on August 15th or the next business day thereafter. The last payment of 2005 to the City shall be made on December 15th.

(ii) In subsequent years, the first three fiscal quarterly payments will be made on April 15th, July 15th and October 15th of the year, or the next business day thereafter and will be based on the estimates set forth in the Annual Budget. The fourth quarterly payment will be made on January 15th (of the following fiscal

year), or the next business day thereafter, and will be adjusted for the actual Net Revenue for the fiscal year.

(iii) In the event that the PPA determines, during any of the first three quarters of any fiscal year other than 2005, that there will be a variance of more than twenty (20%) percent in the estimates set forth in the Annual Budget, the Annual Budget will be revised accordingly and the estimated distributions to the City under Section 3(c)(ii) will be adjusted accordingly. In the event that there is an overpayment of the City's portion of the Net Revenue distribution during the first three quarterly payments of any fiscal year, which exceeds the amount of the City's fourth quarter payment, the City agrees to reimburse the PPC in the amount of said overpayment in full within fifteen (15) days.

7. Maximum Payment.

a. Notwithstanding anything to the contrary in the Governmental Cooperation Agreements or this Amendment, in the event that the total amount of all payments from any source whatsoever (excluding parking tax payments) payable by the Authority to the City exceeds Eighteen Million Five Hundred Thousand and 00/100 Dollars (\$18,500,000.00) (the "Cap") with respect to any fiscal year of the Authority, then any such excess amounts shall, after netting out the Authority's expenses associated with the same, be split equally by the City and the Authority.

b. The parties acknowledge and agree that the payments to the City contemplated in the Governmental Cooperation Agreements and this Amendment impact the Authority's ability to engage in long-term capital needs planning (the "Planning"). Accordingly, the parties agree to negotiate in good faith, beginning in January of 2019, a reduction in the Cap effective January 1, 2020, to allow the Authority to engage in Planning.

8. Notices. All notices, other communications and approvals required or permitted by this Amendment shall be in writing, shall state specifically that they are being given pursuant to this Amendment and shall be addressed as follows:

(a) in the case of the Authority:

Public Parking Authority of Pittsburgh
232 Boulevard of the Allies
Pittsburgh, Pennsylvania 15222
Attention: Executive Director

with a copy to:

Buchanan Ingersoll & Rooney PC
One Oxford Centre, 20th Floor
301 Grant Street
Pittsburgh, PA 15219

(b) in the case of the City:

City of Pittsburgh
City-County Building, Room 526
414 Grant Street
Pittsburgh, PA 15219
Attention: [INSERT]

with a copy to:

Attention: []

or such other persons or addresses as a party may from time to time designate by notice to the other parties. A notice shall be deemed to have been sent and received (i) on the day it is delivered or (ii) on the third business day after mailing if sent by United States registered or certified mail.

9. **Savings Clause.** Except as expressly modified in this Amendment, all of the terms, provisions and conditions set forth in the Governmental Cooperation Agreements shall remain in full force and effect. City acknowledges that the Governmental Cooperation Agreements are in full force and effect and that City has no current claims, defenses or rights of offset with respect to its obligations thereunder.

10. **Miscellaneous.** The parties acknowledge and agree that (a) each has substantial business experience and is fully acquainted with the provisions of this Amendment, (b) the provisions and language of this Amendment have been fully negotiated and (c) no provision of this Amendment shall be construed in favor of any party or against any party by reason of such provision of this Amendment having been drafted on behalf of one party rather than the other parties.

11. **Amendment.** This Amendment may be amended, changed or supplemented only by a written agreement signed by the parties.

12. **Waiver of Rights.** Any waiver of, or consent to depart from, the requirements of any provision of this Amendment shall be effective only if it is in writing and signed by the party giving it. No failure on the part of any party to exercise, and no delay in exercising, any right under this Amendment shall operate as a waiver of such right.

13. **Severability.** The invalidity of any one or more phrases, sentences, clauses or sections contained in this Amendment shall not affect the remaining portions of this Amendment or any part thereof. If any provision of this Amendment is determined to be invalid, the parties shall negotiate in good faith to amend this Amendment to implement the provisions set forth herein.

14. **Governing Law.** This Amendment shall be governed by, and interpreted and enforced in accordance with, the laws in force in the Commonwealth of Pennsylvania.

15. **Costs.** Except as otherwise provided in this Amendment, each party shall be

responsible for its own costs and expenses incurred in connection with performing and observing its obligations and covenants under this Amendment.

16. **Binding Effect.** This Amendment shall inure to the benefit of the parties and their respective permitted successors and assigns and be binding upon the parties and their respective successors and assigns.

17. **No Partnership or Third Party Beneficiaries.** Nothing contained in this Amendment shall constitute or be deemed to create a partnership, joint venture or principal and agent relationship between or among any of the parties. No term or provision hereof shall be construed in any way to grant, convey or create any rights or interests to any entity or individual not a party to this Amendment.

18. **Counterparts; Facsimile Execution.** This Amendment may be executed in any number of counterparts and each party may furnish its signature via electronic transmission which, when taken together, shall constitute one and the same agreement.

IN WITNESS WHEREOF, the Authority and the City have caused this Amendment to be duly executed as of the date first written above.

PUBLIC PARKING AUTHORITY OF PITTSBURGH

By: _____
Name: David G. Onorato
Title: Executive Director

CITY OF PITTSBURGH

By: _____
Mayor

By virtue of this Amendment, ELA is no longer a party to the Governmental Cooperation Agreements. Acknowledged and consented to by:

CITY OF PITTSBURGH EQUIPMENT LEASING AUTHORITY

By: _____

BIR DRAFT OF 9/15/14

CONFIDENTIAL
ATTORNEY CLIENT PRIVILEGED

EXHIBIT A

Authority Resolution

BIR DRAFT OF 9/15/14

CONFIDENTIAL
ATTORNEY CLIENT PRIVILEGED

EXHIBIT B

City Ordinance

new file
Haber Rev
Document

MEYER REVENUE AGREEMENT

MADE and entered into this 18th day of December, 1985,

BY AND BETWEEN

CITY OF PITTSBURGH, a municipal corporation of the Commonwealth of Pennsylvania situated in Allegheny County (hereinafter called the "City")

A
N
D

PUBLIC PARKING AUTHORITY OF PITTSBURGH, a body corporate and politic organized and existing under the Parking Authority Law, approved June 5, 1947, P.L. 458, as amended and supplemented, with its principal office in the City of Pittsburgh (hereinafter called the "Authority").

WITNESSETH:

WHEREAS, The City and the Authority have entered into previous Agreements dated September 21, 1950; June 15, 1951; September 9, 1958; June 11, 1963 and September 27, 1982 (hereinafter sometimes called the "Previous

Exhibit C

Agreements"), under which the City transferred and assigned to the Authority certain revenues from parking meters in the City (hereinafter sometimes called "Assigned Revenues");

WHEREAS, the Previous Agreements provided, among other things, that the Assigned Revenues may be applied to the payment of the principal and the interest on Bonds or Notes of the Authority and the establishment of reserves for acquisition and construction of certain new and existing off-street parking facilities in the City; and

WHEREAS, in view of the successful operation of the existing garages and facilities of the Authority and other circumstances favorable to the Authority, its bondholders and the City, the City has agreed to permit the Authority to pledge, on an annual basis, one hundred percent (100%) of the Meter Revenues to such of the Authority's Bonds and Notes issued after the effective date hereof as the Authority may, in its discretion, decide; and

WHEREAS, the City further desires to make a grant to the Authority of fifty-two percent (52%) of the Meter Revenues in each year in the future under the Meter Revenue Agreement as hereby set forth; and

WHEREAS, the provisions of this Agreement are deemed to be in the best interests of the City and of the Authority by assuring a more rapid development of off-street parking facilities and related facilities in order to meet the public needs for parking and to relieve the dangerous traffic congestion on the streets and highways of the City;

WITNESSETH that for and in consideration of One Dollar (\$1.00), lawful money of the United States of America, paid by the Authority to the City, receipt of which is hereby acknowledged, and for and in consideration of the benefits to the City from off-street parking facilities the construction, acquisition or renovation of which is to be financed or refinanced by the Authority, the parties hereto, intending to be legally bound hereby, have covenanted, contracted and agreed and do hereby covenant, contract and agree as follows:

ARTICLE I

DEFINITIONS

The terms defined in this Article I shall, for all of the purposes of this Agreement, have the meanings herein specified, unless the context clearly otherwise requires:

Bonds or Notes:

The term "Bonds or Notes" shall mean all bonds, notes, obligations or other forms of indebtedness that the Authority shall incur in order to finance or refinance the construction, acquisition or renovation of off-street parking facilities in the City of Pittsburgh.

City's Portion of Meter Revenues:

The term "City's Portion of Meter Revenues" shall mean, for any fiscal year of the Authority, an amount equal to forty-eight percent (48%) of the Meter Revenues collected during such fiscal year.

Meter Fund:

The term "Meter Fund" shall mean any fund (or account or subaccount of any fund) established by the Authority under its Indenture dated December 1, 1985 (or any future indenture, resolution or agreement by which the Authority may be bound securing any future issues of Bonds or Notes) for the deposit of the Meter Revenues.

Meter Revenues:

The term "Meter Revenues" shall mean the aggregate of the moneys from time to time deposited in parking meters at all locations in the City of Pittsburgh.

Parking Meter:

The term "Parking Meter" shall mean any mechanical or electronic device owned or installed by or for the benefit of the City for the collection of moneys from the public for parking vehicles on City streets or off-street locations owned by the City.

ARTICLE II

ASSIGNMENT OF PARKING METER REVENUES

Subject to the conditions set forth in this Agreement, the City hereby irrevocably sells, assigns, transfers and sets over unto the Authority one hundred percent (100%) of the Meter Revenues derived from the operation of Parking Meters in the City during the period beginning on the date of this Agreement and ending on November 25, 2015, so that the Authority may be, and is hereby, authorized to pledge such Meter Revenues as security or collateral for any Bonds or Notes issued after the date of this Agreement in accordance with the terms of this Agreement.

ARTICLE III

COLLECTION, DEPOSIT AND APPLICATION
OF PARKING METER REVENUES

The Authority will, from time to time, and as often as shall be necessary, at its own cost and expense, collect all Meter Revenues and deposit such Meter Revenues in the Meter Fund.

ARTICLE IV

APPLICATION OF AUTHORITY'S SHARE
OF PARKING METER REVENUES

Subject to the provisions of Article V of this Agreement, the moneys deposited in the Meter Fund may be applied to or pledged as collateral for the following purposes:

1. To the payment of interest or principal on Bonds or Notes of the Authority issued to finance or refinance the construction, acquisition or renovation of off-street parking facilities and related facilities in the City.

2. To the establishment and maintenance of debt service reserves for the payment of principal or interest on Bonds or Notes of the Authority as shall be required by the provisions of any indenture, resolution or agreement under which the Authority shall be bound, in financing or refinancing the construction, acquisition or renovation of off-street parking facilities and related facilities in the City.

The Meter Fund may be invested, in the discretion of the Authority and as permitted by any indenture, resolution or agreement by which the Authority may be bound, and the proceeds and earnings therefrom may be, in the Authority's discretion, pledged or encumbered, or maintained by the Authority for any general operational use.

ARTICLE V

DISTRIBUTION TO CITY

On December 15 of each calendar year (or the next business day thereafter) beginning on December 15, 1986, the Authority shall distribute, or cause to be distributed, to the City the City's portion of the Meter Revenues collected during the fiscal year of the Authority ended on the immediately preceding September 30, subject to offset or deduction only for the purpose of satisfying claims of any holder of any of the Authority's Bonds or Notes (or claims of any trustee or similar agent under any indenture, resolution or agreement securing such Bonds or Notes) with respect to which the Meter Revenues were pledged as security under Article IV hereof, provided, however, that all other revenues pledged as security for any such Bonds or Notes have been exhausted prior to such offset or deduction.

ARTICLE VI

ASSIGNMENT OF THE METER FUND; APPLICATION OF
AUTHORITY'S SHARE OF PARKING METER REVENUES

The City hereby irrevocably sells, assigns, transfers and sets over to the Authority any amounts remaining in the Meter Fund after the distribution to the City set forth in Article V hereof. Such remaining portion of the Meter Fund may be applied to or pledged as collateral for the following purposes:

1. To the payment of interest or principal on Bonds or Notes of the Authority issued to finance or refinance the construction, acquisition or renovation of off-street parking facilities and related facilities in the City.

2. To the establishment and maintenance of debt service or other reserves of the Authority as shall be required by the provisions of any indenture, resolution or agreement under which the Authority shall be bound, in financing or refinancing the construction, acquisition or renovation of off-street parking facilities and related facilities in the City.

3. To the payment of all or any part of the purchase price of any existing facility, or the construction, acquisition or renovation of sites for the proposed facilities or related facilities in the City.

4. To the payment of the cost of acquisition, maintenance and servicing the Parking Meters.

The Authority shall have full and complete control and discretion over the allocation and distribution of the moneys credited to the Meter Fund assigned to the Authority pursuant to this Article VI among the purposes set forth in paragraphs 1 through 4 above. Such moneys may be invested, in the discretion of the Authority, and the proceeds and earnings therefrom may be, in the Authority's discretion, pledged or encumbered, or maintained by the Authority for any general operational use.

ARTICLE VII

ASSIGNED PARKING METER REVENUES
CONSTITUTE GRANTS

The moneys assigned by the City to the Authority under Article VI of this Agreement shall constitute grants by the City to the Authority and shall not be subject to repayment unless the Authority, within its sole discretion, shall choose to make repayment of proceeds not otherwise encumbered by any pledge or encumbrance supporting an obligation of the Authority.

ARTICLE VIII

CITY RETAINS CONTROL OVER PARKING METERS;
COVENANT BY THE CITY

This Agreement shall not limit, impair, or affect the complete and exclusive control by the City under and pursuant to its police power over the Parking Meters; and, without in any way limiting the generality of the foregoing, the City may, at any time or from time to time, in the exercise of its police power, change the location of any Parking Meter, remove any Parking Meter, increase or decrease the fees collected through any Parking Meter, or take any other action which the City could lawfully take with respect to any Parking Meter if this Agreement had never been made. The Parking Meters shall always remain the property of the City. Notwithstanding the foregoing, or any

other provision of this Agreement, the City hereby covenants that it will not take any action with respect to Meter Revenues which will materially adversely affect the ability of the Authority to meet any rate covenants under any indenture, resolution or other agreement pursuant to which the Authority has pledged Meter Revenues to secure Bonds or Notes.

ARTICLE IX

REIMBURSEMENT FOR METER OPERATION AND MAINTENANCE EXPENSES

If the City at any future time assumes the expense of acquiring, maintaining and servicing the Parking Meters, the Authority agrees to reimburse the City for such expense, at a sum to be determined by future agreement between the parties.

ARTICLE X

SUPERSESION OF PRECEDING AGREEMENTS

Effective as of the date of this Agreement, all prior agreements between the City and the Authority in regard to the assignment of parking meter revenues, including, but not limited to, the Agreement of September 21, 1950 titled "THIS AGREEMENT", the Agreement of the 15th day of June, 1951 titled

"THIS AGREEMENT", the Agreement of September 9, 1959 titled "THIS SUPPLEMENTAL AGREEMENT", the Agreement of June 11, 1963 titled "AMENDMENT TO AGREEMENT" and the Agreement of September 27, 1982 titled "METER REVENUE AGREEMENT", are hereby superseded and their provisions replaced by the provisions of this Agreement.

This Agreement is entered into by the City of Pittsburgh pursuant to Resolution No. 1125, approved December 2, 1985 and effective December 11, 1985, and by the Parking Authority of Pittsburgh pursuant to a Resolution adopted by the Board of Directors of that Authority on November 15, 1985.

IN WITNESS WHEREOF, The City of Pittsburgh has caused this Agreement to be executed on its behalf by the Mayor and the Director of the Department of Finance and the Public Parking Authority has caused this Agreement to be executed on its behalf by its Chairman or its Vice-Chairman and the Seal of the Authority to be hereunto affixed and attested by its Secretary or its Assistant Secretary.

ATTEST:

Anna Marie Lopez

CITY OF PITTSBURGH

By: Richard S. Califano
Mayor

WITNESS:

Gemma T. Smith

By: Donald Adams
Director, Department of Finance

ATTEST:

PUBLIC PARKING AUTHORITY OF
PITTSBURGH

[Signature]
Secretary (Corporate Seal)

By *Colleen Montgomery*
Vice-Chairman

Examined by: *Ronald A. Pendergast*
Assistant City Solicitor

Approved as to Form: *D. F. Kelly*
City Solicitor

Countersigned: *Gordon [Signature]* December 2, 1985
City Controller

Examined by and
Approved as to Form: *Hollowhead & Mordalcom by David [Signature]*
Authority Solicitor

Approved as to form
Dicke, McCamey & Chilcote, P.C.
Solicitor to the Controller
City of Pittsburgh
BY *Julian [Signature]*



#27970

COOPERATION AGREEMENT

Made and entered into as of, and effective as of, the 5th day of February, 1995, by and between the City of Pittsburgh, a home rule municipality of the Commonwealth of Pennsylvania ("City"), the Public Parking Authority of Pittsburgh, a body corporate and politic, organized and existing under the Parking Authority Law of June 5, 1947, P.L. 458, as amended and supplemented ("Authority"), and the City of Pittsburgh Equipment Leasing Authority, a body corporate and politic, duly organized and validly existing under and by virtue of the laws of the Commonwealth of Pennsylvania ("Equipment Leasing Authority").

WITNESSETH:

WHEREAS, the City and the Authority have entered into agreements dated September 21, 1950, June 15, 1951, September 9, 1958 and June 11, 1963 under which the parties reached agreement on the assignment and pledging of revenues from parking meters in the City; and

WHEREAS, the City and the Authority amended and superseded the aforesaid agreements in an agreement dated December 18, 1985, in which the parties also agreed to the grant of fifty-two

percent (52%) of the Meter Revenues in each year to the Authority; and

WHEREAS, pursuant to Section 345(a)(17) of the Parking Authority Law, 53 P.S. 345(a)(17), and Ordinance No. ___ of 1995, the City has authorized the Authority to administer, supervise and enforce an efficient system of on-street parking in the City of Pittsburgh pursuant to agreement with the City; and

WHEREAS, in connection with the Authority's performance of its duties hereunder on behalf of the City, the City intends to make available for the Authority's use certain vehicles which the City leases from the Equipment Leasing Authority and to transfer certain computer hardware and software to the Authority; and

WHEREAS, the parties intend to set forth in this agreement the manner in which the City and the Authority will cooperate in the exercise of their respective powers; and

WHEREAS in order to offset certain of the costs to the Authority as a result of the Authority's assumption of duties, and responsibilities hereunder, the City desires to grant an additional portion of the Meter Revenues to the Authority, which portion shall be in addition to the portion granted to the Authority under the Meter Revenues Agreement, which Meter Revenues Agreement shall remain in full force and effect,

unchanged by the terms and conditions of this Cooperation Agreement;

NOW, THEREFORE, the parties hereto, intending to be legally bound, agree as follows:

1. Definitions. The terms defined in this section shall, for all of the purposes of this Agreement, have the meanings herein specified:

Bonds or Notes: The term "Bonds or Notes" shall mean all bonds, notes, obligations or other forms of indebtedness that the Authority shall incur in order to finance or refinance the construction, acquisition or renovation of off-street parking facilities in the City of Pittsburgh. The term includes the bonds issued under the Trust Indenture dated August 15, 1992 and any other bond or note secured by an interest in parking revenues.

Authority's Share of Parking Meter Revenues/Cooperation Agreement: The term "Authority's Share of Parking Meter Revenues/Cooperation Agreement" shall mean, for any fiscal year of the Authority, 41.5% of Meter Revenues which are deposited in the Meter Fund.

Authority's Share of Parking Meter Revenues/Meter Revenues Agreement: The term "Authority's Share of Parking Meter Revenues/Meter Revenues Agreement" shall mean, for any fiscal year of the Authority, that portion of Meter Revenues payable to the Authority pursuant to the Meter Revenues Agreement.

City's Revised Portion of Meter Revenues: The term "City's Revised Portion of Meter Revenues" shall mean, for any fiscal year of the Authority, an amount equal to One Hundred Percent (100%) of the Meter Revenues less the sum of (a) the Authority's Share of Parking Meter Revenues/Cooperation Agreement; and (b) the Authority's Share of Parking Meter Revenues/Meter Revenues Agreement.

Meter Fund: The term "Meter Fund" shall mean any fund (or account or subaccount of any fund) established by the Authority under its Indenture dated August 15, 1992 (or any future indenture, resolution or agreement by which the Authority may be bound securing any future issues of Bonds or Notes) for the deposit of the Meter Revenues.

Meter Revenues: The term "Meter Revenues" shall mean the aggregate of the gross revenues from time to time deposited in Parking Meters at all on-street locations in the City of Pittsburgh and any off-street locations which are owned by the City. Meter Revenues do not include amounts deposited in parking

meters which are located in off-street parking lots owned by the Authority.

Parking Meter: The term "Parking Meter" shall mean any mechanical or electronic device owned or installed by or for the benefit of the City for the collection of moneys from the public for parking vehicles on City streets or off-street locations owned by the City.

2. On-Street Parking Regulation.

a. **In General.** The City hereby grants and the Authority will exercise, subject to the powers reserved herein to the City, and to the other terms, conditions and limitations of this Cooperation Agreement, all powers necessary or convenient for the administration, supervision and enforcement of an efficient system of on-street parking regulation.

b. **Parking Tickets.** The Authority will issue parking tickets for violations of on-street parking ordinances and laws. At the end of each day, the Authority will download its data file and submit manual tickets (identifying the vehicles for which the Authority has issued parking tickets on that date) to the City Courts and the Director of the Department of Public Safety. The City will thereafter assume all further responsibility for the collection of fines and associated costs.

c. Residential Parking Permit Program. The Authority will issue permits for the Residential Parking Permit Program ("RPPP") as set forth in Chapter 549 of the Pittsburgh Code, collect permit fees in the amounts set by the City from time to time, retain such fees collected and apply such fees to the Authority's costs of administration, supervision and enforcement of the RPPP as provided for in this Section 2. The Authority shall issue parking tickets for violations of Chapter 549 of the Pittsburgh Code and shall submit to the City, in accordance with the procedure in subsection 2b, daily records of tickets issued. Persons who violate the RPPP shall be directed to make payment of fines and associated costs directly to the City Magistrates Court. The parties shall provide and maintain joint computer access to the data files relating to the administration of the RPPP.

d. Temporary Lease of Space. The City will grant a rent-free lease to the Authority for its use of the space (i) in 200 Ross Street, which is currently used by the City for the RPPP, for the Authority's administration of the RPPP and (ii) in the Public Safety Building for the Authority's administration of parking code enforcement responsibilities. The lease shall continue for a period no longer than July 31, 1995. The City shall be responsible for the cost of all utilities, repairs and custodian services for the leased space. The Authority will provide general liability insurance in the amounts of \$500,000

per occurrence and \$1,000,000 aggregate for personal injury and property damage, which insurance shall name the City as an additional insured.

e. **Parking Meters.** The Authority shall be responsible for the acquisition, maintenance and service of Parking Meters and collections of coins therefrom, subject to Section 2g hereinafter.

f. **Reservation of Powers.** The authority established in this section shall not supersede, diminish or restrict the exercise by the City of Pittsburgh of the full scope of its police powers. Without limiting the generality of the city's reserved powers, the City shall remain responsible for the enactment of parking ordinances and regulations, for the establishment of charges for RPPP permits and on-street parking and for the designation and recertification of RPPP areas and related planning activities.

g. **Street Cleaning.** The Authority shall provide up to six (6) parking patrollers per day to accompany the City's street cleaning vehicles to issue tickets for illegally parked vehicles. The City shall provide transportation, consisting of vehicles and drivers, for the Authority's patrollers. Such transportation shall be provided to match the street-cleaning schedule followed by the City. The drivers provided by the City

shall pick up the parking patrollers as mutually agreed to by the City and the Authority.

h. Temporary supervision. The City shall, at the Authority's request and at no charge to the Authority, continue to supervise the employees in the RPPP on behalf of the Authority until the employees are relocated from 200 Ross Street.

i. Impact of Future Exercise of Police Power. The Authority shall not be required to perform any obligations hereunder that would require the Authority to make expenditures resulting in a violation of any of the Authority's covenants under the Trust Indenture. The City will review proposals from the Authority for increases in charges for on-street parking based upon increases in the Authority's costs of administration, supervision and enforcement. In the event that the City, without the consent of the Authority, hereafter reduces rates for on-street parking or for the RPPP, or reduces the hours during which on-street parking rates are assessed, or reduces, on a quarterly basis, the gross numbers of on-street parking meters below the rates, hours and numbers set forth in Exhibit B, attached hereto and made a part hereof, or requires the purchase of additional meters beyond the number set forth on Exhibit B or requires the purchase of different meters than the standard meters that are purchased by the Authority for the benefit of the City, the Authority shall have the right to subtract as a credit

to the payments due under Section 5 the amount by which the Authority's revenues are reduced by any such action. The amount of such reduction shall be mutually agreed upon between the City and the Authority.

3. Vehicles and Equipment.

a. **Motor Vehicles.** The City will sub-lease for the Authority's performance of its enforcement duties hereunder eight subcompact vehicles pursuant to a Sublease Agreement, the form and substance shall be reasonably acceptable to the City and the Authority. The Equipment Leasing Authority hereby consents to the sub-lease of the vehicles. Pursuant to the sublease, the City will provide routine maintenance for the eight vehicles at no charge to the Authority for the entire term of this Agreement. The Authority will provide automobile liability insurance for the vehicles in the amounts of \$500,000 per occurrence and \$2 million aggregate for personal injury and property damage, which insurance shall name the City as an additional insured.

b. **Fuel.** The Authority will have the right to receive fuel at no charge from the City's fueling facility for all vehicles subleased by the Authority pursuant to Section 3a hereinabove throughout the entire term of this Agreement. The Authority shall submit a list of vehicle identification and license plate numbers for said vehicles to the City annually.

c. Other Equipment and Supplies. The City hereby transfers to the Authority the equipment and supplies set forth in Exhibit A attached hereto and made a part hereof. The City shall provide maintenance for the radios listed in Exhibit A at no cost to the Authority. In addition, the City shall, at the Authority's request, purchase and lease to the Authority for the Authority's use in connection with its enforcement responsibilities hereunder additional and/or replacement radios, at the Authority's expense. The City shall perform maintenance on the additional and/or replacement radios at the Authority's expense. The City represents that no consents are necessary to assign the computer hardware and software listed in Exhibit A to the Authority, or, if consents are necessary, the City will take all steps required to obtain such consents, including the payment of any assignment fees. The City will also supply the Authority with blank parking ticket forms throughout the term of this Agreement. Authority enforcement personnel shall be afforded radio access to the City police channel.

4. Meter Revenues.

a. Assignment of Parking Meter Revenues. Subject to the conditions set forth in this Agreement, the City hereby irrevocably sells, assigns, transfers and sets over unto the Authority one hundred percent (100%) of the Meter Revenues derived from the operation of Parking Meters in the City during

the period beginning on the date of this Agreement and ending on the later of November 25, 2015, or the expiration of this Cooperation Agreement.

b. Collection, Deposit and Investment of Parking Meter Revenues. The Authority will, from time to time, and as often as shall be necessary, at its own cost and expense, collect all Meter Revenues and deposit such Meter Revenues in the Meter Fund. The Meter Fund may be invested, in the discretion of the Authority any as permitted by any indenture, resolution or agreement by which the Authority may be bound, and the proceeds and earnings therefrom may be, in the Authority's discretion, pledged or encumbered, or maintained by the Authority for any general operational use.

c. Application of Authority's Share of Parking Meter Revenues/Cooperation Agreement. The Authority's Share of Parking Meter Revenues/Cooperation Agreement may be applied to any and all costs incurred by the Authority in furtherance of its duties and responsibilities under this Cooperation Agreement.

d. Distribution to City. On December 15 of each calendar year (or the next business day thereafter) beginning on December 15, 1995, the Authority shall distribute, or cause to be distributed, to the City the City's Revised Portion of the Meter Revenues collected during the fiscal year of the Authority ended

on the immediately preceding September 30, subject to offset or deduction only for the purpose of satisfying claims of any holder of the Authority's Bonds or Notes (or claims of any or similar agent under any indenture, resolution or agreement securing such Bonds or Notes) with respect to which the Meter Revenues were pledged as security under subsection e hereof, provided, however, that all other revenues pledged as security for any such Bonds or Notes have been exhausted prior to such offset or deduction. It is specifically understood and agreed that for so long as this Agreement remains in effect, the total amount of Meter Revenues required to be distributed to the City annually under both this Agreement and the Meter Revenues Agreement shall be the City's Revised Portion of the Meter Revenues, and the Meter Revenues Agreement is hereby deemed to be amended specifically to so provide.

e. Assignment of the Meter Fund. The City hereby irrevocably sells, assigns, transfers and sets over to the Authority any amounts remaining in the Meter Fund after the distribution to the City set forth in subsection 4d hereof.

f. Assigned Parking Meter Revenues Constitute Grants and Consideration for Services Rendered. The moneys assigned by the City to the Authority under this Agreement shall constitute grants and consideration for services rendered by the Authority to the City and shall not be subject to repayment unless the

Authority, within its sole discretion, shall choose to make repayment of proceeds not otherwise encumbered by any pledge or encumbrance supporting an obligation of the Authority.

g. **City Retains Control Over Parking Meters; Covenant by the City.** This Agreement shall not limit, impair, or affect the complete and exclusive control by the City under and pursuant to its police power over the Parking Meters; and, without in any way limiting the generality of the foregoing, the City may, at any time or from time to time, in the exercise of its police power, change the location of any Parking Meter, remove any Parking Meter, increase or decrease the fees collected through any Parking Meter, or take any other action which the City could lawfully take with respect to any Parking Meter if this Agreement had never been made. The Parking Meters shall always remain in the property of the City. Notwithstanding the foregoing, or any other provision of this Agreement, the City hereby covenants that it will not take any action with respect to Meter Revenues which will materially adversely affect the ability of the Authority to meet any rate covenants under any indenture, resolution or other agreement pursuant to which the Authority has pledged Meter Revenues to secure Bonds or Notes.

h. **Reimbursement for Meter Operation and Maintenance Expenses.** If the City at any future time assumes the expense of acquiring, maintaining and servicing the Parking Meters, the

Authority agrees to reimburse the City for such expense, at a sum to be determined by future agreement between the parties.

5. Payments in lieu of taxes. The Authority shall remit to the City an annual payment in lieu of taxes on Authority-owned tax exempt properties in an amount not to exceed \$1,400,000. The payment shall be made to the City Director of the Department of Finance in four equal installments of \$350,000 by February 28, April 30, July 31 and October 31 each year.

6. Employment.

a. Bargaining Unit employees. The Authority shall recognize the American Federation of State, County and Municipal Employees, District Council 84, Local 2719 ("AFSCME") as the collective bargaining agent for the bargaining-unit employees of the City that are transferred to the Authority (the names of which employees are set forth on Exhibit C attached hereto and made a part hereof) and shall accept the terms of the collective bargaining agreement (the "Collective Bargaining Agreement") negotiated by the City dated February 2, 1995, and effective as of January 1, 1995 for a term of three years. The Authority shall initially hire the persons currently employed by the City in the following positions: two (2) clerk typist 2, nineteen (19) full-time parking meter patrollers, eleven (11) part-time parking meter patrollers and one (1) part-time clerk 2. The City and the

Authority shall also establish and participate in a coordinated bargaining committee among the City, AFSCME 2719, AFSCME 2037 and the Public Parking Authority of Pittsburgh for purposes of collective bargaining for the contract term beginning January 1, 1998. Coordinated bargaining shall discontinue thereafter unless all parties elect to continue such form of bargaining. In the event that the Public Safety Department of the City requests the Authority to provide bargaining-unit employees to work with Public Safety employees at special events, then the Authority shall provide such employees; provided that the City shall reimburse the Authority for the wages payable to such employees as a result of their working such special events.

b. Other employees. The Authority shall provide to all other employees transferring from the City to the Authority benefits and terms and conditions of employment which are at least equivalent to the benefits and terms and conditions of employment currently provided by the City. The Authority shall initially hire the person currently employed by the City in the following position: one (1) assistant supervisor of parking code enforcement.

c. Right to Bid for City Jobs. The parties acknowledge that the Collective Bargaining Agreement shall provide that the Authority shall not subcontract to any other parties any jobs which are performed by AFSCME members under the

Collective Bargaining Agreement. The City agrees that in the event the Authority at any time subcontracts the job of any employee whose name is set forth on Exhibit D, then the City shall allow such employee to bid on City jobs in accordance with the then standard job-bidding procedures used by the City, the intention being that such employee shall be treated, for such job-bidding purposes, no differently from City employees bidding on the same job.

7. **Offset.** The Authority shall fund the underfunded pension benefits of those individuals listed on Exhibit D, attached hereto and made a part hereof, on a schedule to be agreed to between the City and the Authority. The Authority shall be entitled to deduct from the final quarterly payment described in Section 5 hereinabove, in each fiscal year of the Authority until such underfunded benefits are fully funded, all amounts expended by the Authority to fund such underfunded benefits. The Authority shall provide to the City at the time of the deduction a report certified by the Authority's actuary of any deductions made for each employee.

8. **Indemnity.** The Authority shall defend, indemnify and save harmless the City and the Equipment Leasing Authority from any and all liability, loss, damages, expenses, causes of actions, suits, penalties, fines, claims or judgments, including reasonable attorney's fees incurred because the Authority failed

to perform its duty to defend, arising from the performance of its activities under this Agreement, including the Authority's use of motor vehicles. The Authority shall require that the City and the Equipment Leasing Authority be named as additional insureds on all insurance policies of contractors with whom the Authority contracts to perform services related to this Agreement.

9. Compliance with Laws. The Authority shall fully obey and comply with all applicable laws, ordinances and administrative regulations duly made in accordance therewith, which are applicable to this Agreement.

10. Monitoring. The functions performed by the Authority shall be subject to monitoring by the City. The Authority shall supply the City with periodic reports as may be reasonably requested. The City shall also be entitled, upon request, to review records of the Authority, including records of complaints received from the public, and the disposition thereof by the Authority.

11. Assignment. The Authority shall not assign any of the rights granted under this license without the written approval of the City.

12. Workers Compensation. The Authority certifies that it has accepted the provision of the Workers Compensation and occupational Disease acts, as amended and supplemented, insofar as the performance of any work within the license area is concerned, and that it has insured its liability thereunder in accordance with the terms of the said acts.

13. Authorizing Resolutions. This Agreement is made and executed by the City of Pittsburgh pursuant to Resolution No. _____, effective _____, by the Authority pursuant to Resolution No. _____, effective _____ and by the Equipment Leasing Authority pursuant to Resolution No. _____, effective _____.

14. Continuation of Meter Revenues Agreement. Except as specifically provided in Section 4d hereinabove, nothing in this Cooperation Agreement shall be deemed or construed to affect or modify in any way whatsoever the Meter Revenues Agreement, which Agreement shall continue otherwise unmodified until modified by the parties thereto in accordance with its terms.

15. Anti-Discrimination. The Authority shall conform with all applicable discrimination provisions of the Pittsburgh Code, including those in Title Six, "Conduct", Article V, "Discrimination", and any amendments thereto, and shall incorporate in any subcontracts which may be permitted under this

Agreement a requirement that said subcontractors also comply with the provisions.

IN WITNESS WHEREOF, the parties have duly executed this Agreement on the day and year first above written.

ATTEST:

M. Linda Gangeore
Mayor's Assistant Secretary

CITY OF PITTSBURGH

F. Murphy
Mayor

WITNESS:

S. M. Zurin

Senator M. G. Smith
Director, Department of Public Safety

WITNESS:

D. Sheehan

[Signature]
Director, Department of General Services

Examined by:

[Signature]
Assistant City Solicitor

Approved as to form:

[Signature]
City Solicitor

ATTEST:

[Signature]
Secretary

PUBLIC PARKING
AUTHORITY OF PITTSBURGH

Guy Costo
Executive Director

ATTEST:

[Signature]
Secretary

CITY OF PITTSBURGH
EQUIPMENT LEASING AUTHORITY

[Signature]
Chairman

EXHIBIT A

EQUIPMENT TO BE TRANSFERRED

<u>EQUIPMENT</u>	<u>QUANTITY</u>	<u>SERIAL #s</u>
Z-425 SH Personal Computer	1	351RC0179ROA
APM - Bull PB	1	monitor: (38068) base: (38069) keyboard: (38067)
Dot Matrix Printer	1	38070
HP4 LaserJet Printer	1	1394C2001A

Handheld Ticketing Devices (38)

1. B299499	12. B299520	23. B299497	34. B299534
2. B299530	13. B299505	24. B299498	35. B299531
3. B327819	14. B299522	25. B299511	36. unknown
4. B299517	15. B299516	26. B299512	37. unknown
5. B299509	16. B299514	27. B299501	38. unknown
6. B299508	17. B327817	28. B327818	
7. B299515	18. B299502	29. B299510	
8. B299532	19. B299513	30. B299518	
9. B299519	20. B299532	31. B299528	
10. B299583	21. B299529	32. B299500	
11. B299529	22. B299527	33. B299507	

Handheld Ticketing Devices Printers (38)

1. EP00540	14. EP00571	27. EP00616
2. EP00589	15. EP00673	28. EP00702
3. EP00570	16. EP00622	29. EP00574
4. EP00701	17. EP00669	30. EP00606
5. EP00608	18. EP00576	31. EP00592
6. EP00612	19. EP00710	32. EP00572
7. EP00661	20. EP00598	33. EP00583
8. EP00607	21. EP00389	(34-38) Not available
9. EP00552	22. EP00588	
10. EP00709	23. EP00681	
11. EP00395	24. EP00580	
12. EP00573	25. EP00575	
13. EP00593	26. EP00585	

Handheld Ticketing Devices Cradles (9)

1. B189503	4. B064553	7. B189504
2. B328647	5. B328649	8. B328645
3. B189499	6. B328653	9. B328651

Battery Chargers - Handheld Printers (8)

1. FCX - 40531	4. FCX - 40532	7. FCX - 40534
2. FCX - 40535	5. FCX - 40536	8. FCX - 40538
3. FCX - 40539	6. FCX - 40540	

Battery Chargers - Handheld Ticketers (8)

**There are no serial numbers available

Residential Parking Permit Program

Personal Computers (3 stations and 1 printer):

Zenith Data Systems, Z Station 425 S.n. keyboard,
monitor, computer hard-drive.
City Codes: 34707, 34708, 34706

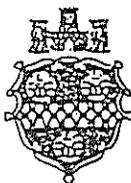
Zenith Data Systems, Z Station 425 S.n. keyboard,
monitor and hard-drive
City Codes: None

Compaq Deskpro 386 computer hard-drive and keyboard
City Code: 53011

Amdek Monitor
City Code: None

Bull Compuprint printer
City Code: 4124

Radios: See attached memo dated February 1, 1995



City of Pittsburgh

Department of General Services

Tom Murphy
Mayor

Deborah S. Miskovich
Director

MEMORANDUM

TO: Art Rullo

FROM: Deborah S. Miskovich *[Signature]*

DATE: February 1, 1995

RE: CITY OF PITTSBURGH PARKING AUTHORITY RADIO EQUIPMENT

As per your request, the following represents all radios assigned to the Parking Enforcement Officers of the Department of Public Safety. For your convenience, we have identified for you the manufacturer, model and radio identification number as follows:

MANUFACTURER	MODEL	RADIO #
Motorola	Saber II	8999
Motorola	Saber II	9467
Motorola	Saber II	9468
Motorola	Saber II	9501
Motorola	Saber II	9610
Motorola	Saber II	9738
Motorola	Saber II	9739
Motorola	Saber II	9740
Motorola	Saber II	9741
Motorola	Saber II	9742
Motorola	Saber II	9743
Motorola	Saber II	9744
Motorola	Saber II	9745
Motorola	Saber II	9746
Motorola	Saber II	9747
Motorola	Saber II	9775

TOTAL MOTOROLA SABER II RADIOS: 16

MANUFACTURER	MODEL	RADIO #
General Electric	MPE	8002
General Electric	MPE	8003
General Electric	MPE	8005
General Electric	MPE	8006
General Electric	MPE	8007*
General Electric	MPE	8008
General Electric	MPE	8011*
General Electric	MPE	8012
General Electric	MPE	8013
General Electric	MPE	8017
General Electric	MPE	8018
General Electric	MPE	8020*
General Electric	MPE	8023*
General Electric	MPE	8024
General Electric	MPE	8025*
General Electric	MPE	8030
General Electric	MPE	8031
General Electric	MPE	8032
General Electric	MPE	8034
General Electric	MPE	8036
General Electric	MPE	8037
General Electric	MPE	8038*
General Electric	MPE	8041
General Electric	MPE	8043
General Electric	MPE	8044
General Electric	MPE	8046
General Electric	MPE	8047
General Electric	MPE	8048
General Electric	MPE	8050
General Electric	MPE	8051*
General Electric	MPE	8053*
General Electric	MPE	8055
General Electric	MPE	8056
General Electric	MPE	8058
General Electric	MPE	8060
General Electric	MPE	8061
General Electric	MPE	8062*
General Electric	MPE	8063
General Electric	MPE	8065

Art Rullo
February 1, 1995
Page 3

General Electric	MPE	8066
General Electric	MPE	8068
General Electric	MPE	8070*
General Electric	MPE	8072*
General Electric	MPE	8073*

TOTAL GENERAL ELECTRIC MPE RADIOS: 44
(*Present location of radios: E.O.C.)

Please advise if all of the radio equipment currently assigned to the Parking Enforcement Officers are in fact to be transferred to the City of Pittsburgh Parking Authority.

Should you require any additional information, please advise.

Thank you.

DSM/mpc

cc: Mr. Salvatore M. Sirabella
Jacqueline R. Morrow, Esq.
Mr. Rowan A. Miranda, Ph.D.,
Ashley C. Schannauer, Esq.,
Mr. Dale A. Perrett
Mr. Mark Salopek

EXHIBIT B

Number of Parking Meters 5,147

On-Street Parking Rates:

Downtown: \$.25 per 7.5 minutes
Remainder of City: \$.25 per 30 minutes

Residential Permit Parking Program:

Annual Permit -- \$20.00
Visitor Pass -- \$1.00 per pass

Hours of Enforcement:

On-Street Meters: 8:00 a.m. through 6:00 p.m. Monday
through Saturday

RPPP: Please see attached B-2 for listing of zones and
hours

EFFECTIVE JANUARY, 1995

AREA	EXPIRATION	COLOR	HOURS	GRACE PERIOD
"A" Lawrenceville	MARCH - 1995	RED	7AM-7PM Except Sun.	1 HOUR
"B" Central&West Oakland	SEPT - 1995	SILVER	7AM-7PM Except Sun.	1 HOUR
"C" W. Oakland	JULY - 1995	LIGHT BLUE	9AM-7PM MON - FRI	2 HOURS
"D" Cent. Oakland	SEPT - 1995	TAN	9AM-7PM Except Sun.	1 HOUR
"E" S. Oakland	JULY - 1995	MEGENTA	9AM-MID. Except Sun.	1 HOUR
"F" E. Allegheny	FEB - 1996	YELLOW	7AM-7PM Except Sun.	2 HOURS
"G" Allegheny W.	DEC - 1995	SILVER	7AM-9PM MON - SAT 12 - 6PM/SUN	1 HOUR
"H" Bloomfield	NOV - 1995	LIGHT GREEN	7AM-7PM Except Sun.	1 HOUR
"J" W. Shadyside	APRIL - 1995	YELLOW	8AM-6PM MON - FRI	1 HOUR
"K" CMU	AUG - 1995	LIGHT BLUE	7AM-7PM MON - FRI	1 HOUR
"L" E. Allegheny	JAN - 1996	DARK GREEN	7AM-7PM MON - FRI	1 HOUR
"M" S. Oakland	JUNE - 1995	ORANGE	7AM-9PM Except Sun.	1 HOUR
"N" Mt. Wash.	APRIL - 1995	ORANGE	7AM-7PM Except Sun.	1 HOUR
"P" Bluff	NOV - 1995	LIGHT BLUE	7AM-7PM Except Sun	1 HOUR
"Q" Bellefield	DEC - 1995	GOLD	7AM-7PM Except Sun	1 HOUR
"R" Bloomfield	OCT - 1995	SILVER	7AM-7PM Except Sun	1 HOUR
"S" VA Hospital	MAY - 1995	MAGENTA	7AM-7PM MON - FRI	1 HOUR

AREA	EXPIRATION	COLOR	HOURS	GRACE PERIOD
"T" Beechview.	MAY 1995	YELLOW	7AM-7PM Mon - Fri 9AM - 2PM/Sat	1 HOUR
"U" Central Shadyside	DECEMBER 1995	YELLOW	11AM-6PM Mon - Fri Noon-6pm/Sat	2 HOUR
"V" AIKEN/CENTRE	JUNE 1995	RED	7AM-7PM Mon - Sat	1 HOUR

EXHIBIT C

Full-Time Patrollers:

Anderson, Donna
Bellisario, Kimberly
Brown, Corrine
Butler, Jacqueline
Coleman, Nancy
Dickens, Linda
Dobbins, Barbara
Ervin, Deborah
Fersch, Michael
Greening, Nancy
Hurney, Linda
Manfredo, Margaret
Marshall, Leatha
Miller, Barbara
Mitchell, Agnes
Ritter, Donna
Shray, Pamela
Tillman, Celeste
Wendell, Geraldine

Part-Time Patrollers:

Bogdanki, Robyn
Degregorio, Florence
Fedele, Debra
Frankwitt, Robert
Golling, Stephen
Guerriero, Gregory
Lanetz, Edward
Morton, Lestee
Scott, Loretta
Thompson, Michael
Walter, James

Full-Time Clerk Typist 2:

Gallagher, Lois
Stauff, Lois

Part-Time Clerk Typist 2:

Campbell, Dina

EXHIBIT D

Offsets for Underfunded Pension Benefits

Anderson, Donna
Bellisario, Kimberly
Brown, Corrine
Butler, Jacqueline
Coleman, Nancy
DeVito, Judith
Dickens, Linda
Dobbins, Barbara
Ervin, Deborah
Fersch, Michael
Gallagher, Lois
Greening, Nancy
Hurney, Linda
Manfredo, Margaret
Marshall, Leatha
Miller, Barbara
Mitchell, Agnes
Ritter, Donna
Shray, Pamela
Stauff, Lois
Tillman, Celeste
Wendell, Geraldine

AMENDMENT AGREEMENT

THIS AMENDMENT AGREEMENT IS MADE AS OF THE 1st day of January, 2000, by and among the Public Parking Authority of Pittsburgh, a body corporate and politic organized under the Parking Authority Law of June 5, 1947, P.L. 458, as amended and supplemented (the "PPA"); the City of Pittsburgh, a home rule municipality of the Commonwealth of Pennsylvania (the "City"); and the Equipment Leasing Authority, a body corporate and politic organized under the laws of the Commonwealth of Pennsylvania (the "ELA").

WITNESSETH:

WHEREAS, the PPA issued bonds pursuant to a Trust Indenture dated August 15, 1992 between the PPA and Mellon Bank, N.A., as Trustee (the "1992 Indenture");

WHEREAS, the PPA is issuing additional bonds pursuant to an Indenture dated as of January 1, 2000 between the PPA and Chase Manhattan Trust Company, N.A. (the "2000 Indenture"), the proceeds of which shall be used to design, develop and construct a new parking garage in downtown Pittsburgh;

WHEREAS, PPA has been asked to arrange to subordinate certain payments owed by it under various agreements previously entered into between the PPA and the City, or PPA, the City and the ELA, as the case may be; and

WHEREAS, this Amendment Agreement is intended to provide for such subordination by amending the following Agreements in the manner more particularly set forth hereinbelow: (i) Cooperation Agreement (the "Parking Enforcement Cooperation Agreement") dated as of February 15, 1995 by and among the PPA, the City and the ELA, a true and correct copy of which is attached hereto as Exhibit "A" and made a part hereof; (ii) Lease Agreement (the "Mon Wharf Lease") dated as of January 1, 1987 by and between the PPA and the City, a true and correct copy of which is attached hereto as Exhibit "B" and made a part hereof; and (iii) Meter Revenues Agreement (the "Meter Revenues Agreement") dated as of December 18, 1985, a true and correct copy of which is attached hereto as Exhibit "C" and made a part hereof.

NOW, THEREFORE, THE PARTIES HERETO, intending to be legally bound hereby, agree as follows:

1. Amendment of Parking Enforcement Cooperation Agreement. Section 5 of the Parking Enforcement Cooperation Agreement is hereby amended in its entirety to read as follows:

Payment in Lieu of Taxes. For the calendar year 2000 and subsequent years, the Authority shall remit to the City an annual payment in lieu of taxes on Authority-owned tax exempt properties in an amount not to exceed \$1,900,000, subject to the terms and conditions of this Amendment Agreement. The Authority shall

deposit monthly into the Coop Account of the 2000 Revenue Fund (as those terms are defined in that certain Trust Indenture dated as of January 1, 2000 between the Authority and Chase Manhattan Trust Company, N.A., as Trustee [the "2000 Indenture"]) an amount equal to \$158,333 (except that one such deposit each quarter shall equal \$158,334). On February 28, April 30, July 31 and October 31 of each year, the Authority shall remit to the City the amount of \$475,000; provided, however, that the Authority shall be obligated to make each such payment only to the extent that the 2000 Debt Service Reserve Fund, the 2000 Operating Reserve Fund, the 2000 Renewal and Replacement Fund and the 2000 Bond Fund (as those terms are defined in the 2000 Indenture) are fully funded as of that date. If there is any deficiency in any of these Funds, then the Authority shall be entitled to, and shall, take from the Coop Account the amount necessary to fund such deficiency, but only to the extent of amounts in the Coop Account. The amount, if any, remaining in the Coop Account after such deduction (and other deductions permitted therefrom) shall be paid to the City to the extent required to satisfy its obligations hereunder, or if there are no funds remaining in the Coop Account, the Authority shall notify the City in writing of same. Upon making such payment or delivering such notice, as the case may be, the PPA shall have no obligation whatsoever to make any further payment for that quarter and the City shall accept any such payment or notice as full satisfaction of the Authority's obligations under this Section 5 for such quarter, and the City shall not seek any further payment under this Section 5 for such quarter.

2. Mon Wharf Lease. Sections 3.4 and 3.5 of the Mon Wharf Lease are hereby amended in their entirety to read as follows:

Section 3.4. Tenant shall pay over to Chase Manhattan Bank, N.A. as Trustee ("Trustee") pursuant to the Trust Indenture between Tenant and Trustee's predecessor dated as of August 15, 1992 (the "1992 Indenture"), all of the Wharf Revenues as soon as practicable after receipt. In accordance with the terms of the 1992 Indenture, all of the Wharf Revenues shall be deposited in the Meter/ Wharf Revenue Account. Any amounts deposited in the Meter/Wharf Revenue Account shall not be commingled with other income, revenues of rentals derived from other properties not subject to this Lease.

Section 3.5. Landlord and Tenant acknowledge and agree that Tenant shall have the right to pledge the amounts deposited in the Meter/Wharf Revenue Account as security for payment of debt service on its bonds. In the event that the 1992 Indenture so permits, on December 15 of each year, Tenant shall be entitled to withdraw from the Meter/Wharf Revenue Account the amount permitted under the 1992 Indenture, and shall deposit such amount into the Coop Account of the 2000 Revenue Fund (as those terms are defined in that certain Trust Indenture dated as of January 1, 2000 between Tenant and Chase Manhattan Trust Company, N.A.

[the "2000 Indenture"]). Immediately following such transfer into the Coop Account, Tenant shall transfer to the City therefrom the amount necessary to pay the rental due hereunder; provided, however, that the Tenant shall be obligated to make such rental transfer only to the extent that the 2000 Debt Service Reserve Fund, the 2000 Operating Reserve Fund, the 2000 Renewal and Replacement Reserve Fund and the 2000 Bond Fund (as those terms are defined in the 2000 Indenture) are fully funded as of that date. If there is any deficiency in any of these Funds; then the Tenant shall be entitled to, and shall, take from the Coop Account the amount necessary to fund such deficiency, but only to the extent of amounts in the Coop Account. The amount, if any, remaining in the Coop Account on December 15 after such deduction (and other deductions permitted therefrom) shall be paid to the Landlord to the extent necessary to satisfy Tenant's rental obligation hereunder, or if there are no funds remaining in the Coop Account, the Tenant shall notify the Landlord in writing of same. Upon making such payment or delivering such notice, as the case may be, the Tenant shall have no obligation whatsoever to make any further payment for that year and the Landlord shall accept any such payment or notice as full satisfaction of the Tenant's obligations under this Section 3.5 for such fiscal year, and the Landlord shall not seek any further payment under this Section 3.5 for such fiscal year. Landlord and Tenant further acknowledge and agree that notwithstanding the provisions of Section 3.3., so long as the 1992 Indenture or 2000 Indenture shall be effective, payment of the rent as therein set forth shall be made only from the Meter/Wharf Revenue Account or the Coop Account, as applicable, and that the Meter/ Wharf Revenue Account shall be subject to deductions by the Trustee. Landlord covenants and agrees that it will not take any action with respect to Wharf Revenues which will materially or adversely affect the ability of Tenant to meet any rate covenants pursuant to any Indentures. All deductions for such purposes shall be made on or before December 15 of each calendar year.

3. Amendment of Meter Revenues Agreement. Article V of the Meter Revenues Agreement is hereby amended in its entirety to read as follows:

On December 15 of each calendar year, to the extent permitted by that certain Trust Indenture dated as of August 15, 1992 between the Authority and Mellon Bank N.A. as Trustee (the "1992 Indenture"), the Authority shall transfer to the Coop Account (as that term is defined in that certain Trust Indenture dated as of January 1, 2000 between the Authority and Chase Manhattan Trust Company, N.A. as Trustee [the "2000 Indenture"]), the City's portion of the Meter Revenues collected during the fiscal year of the Authority ended on the immediately preceding September 30. Immediately following such transfer into the Coop Account, the Authority shall transfer to the City therefrom the City's portion of the Meter Revenues; provided, however, that the Authority shall be obligated to make such transfer to the City only to the extent that the 2000 Debt Service Reserve

Fund, the 2000 Operating Reserve Fund, the 2000 Renewal and Replacement Reserve Fund and the 2000 Bond Fund (as those terms are defined in the 2000 Indenture) are fully funded as of that date. If there is any deficiency in any of these Funds, then the Authority shall be entitled to, and shall, take from the Coop Account the amount necessary to fund such deficiency, but only to the extent of amounts in the Coop Account. The amount, if any, remaining in the Coop Account on December 15 after such deduction (and other deductions permitted therefrom) shall be paid to the City to the extent necessary to satisfy the Authority's obligations hereunder, or if there are no funds remaining in the Coop Account, the Authority shall notify the City in writing of same. Upon making such payment or delivering such notice, as the case may be, the Authority shall have no obligation whatsoever to make any further payment for that year and the City shall accept any such payment or notice as full satisfaction of the Authority's obligations under this Article V for such fiscal year.

4. Compliance with Laws: The PPA shall fully obey and comply with all applicable laws, ordinances and administrative regulations duly made in accordance therewith, which are applicable to this Agreement.
5. Workers Compensation: The PPA certifies that it has accepted the provision of the Workers Compensation and occupational Disease acts, as amended and supplemented, insofar as the performance of any work within the license area is concerned, and that it has insured its liability thereunder in accordance with the terms of the said acts.
6. Authorizing Resolutions: This Agreement is made and executed by the City pursuant to Resolution No. _____, effective _____, by the PPA pursuant to Resolution No. 15 of 2000, effective January 20, 2000 and by the ELA pursuant to Resolutions No. _____, effective _____.
7. No Other Amendments: Except as specifically provided hereinabove, nothing in this Amendment Agreement shall be deemed or construed to affect or modify in any way whatsoever the Parking Enforcement Cooperation Agreement, the Mon Wharf Lease or the Meter Revenues Agreement, which Agreements shall continue otherwise unmodified until modified by the parties thereto in accordance with their respective terms.
8. Anti-Discrimination: The PPA shall conform with all applicable discrimination provisions of the Pittsburgh Code, including those in Title Six, "Conduct", Article V,

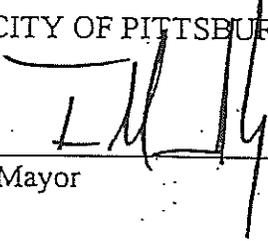
"Discrimination", and any amendments thereto, and shall incorporate in any subcontracts which may be permitted under this Agreement a requirement that said subcontractors also comply with the provisions.

IN WITNESS WHEREOF, the parties have duly executed this Agreement on the day and year first above written:

ATTEST:

Mayor's Assistant Secretary

CITY OF PITTSBURGH

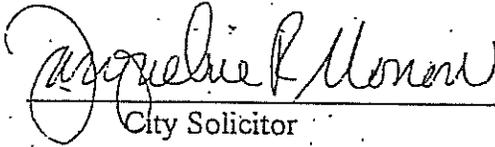


Mayor

Examined by:

Assistant City Solicitor

Approved as to form:



City Solicitor

ATTEST:

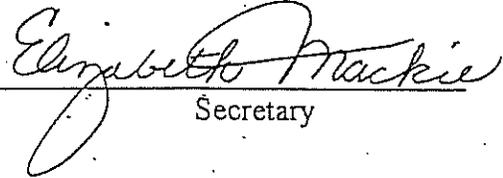
Secretary

PUBLIC PARKING
AUTHORITY OF PITTSBURGH



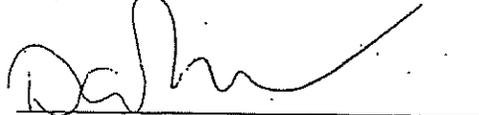
Executive Director

ATTEST:



Secretary

CITY OF PITTSBURGH
EQUIPMENT LEASING AUTHORITY



Chairman

MONONGAHELA AND ALLEGHENY WHARF LEASE

MADE as of this 1st day of January, 1987,

BY AND BETWEEN

CITY OF PITTSBURGH (hereinafter called "Landlord"), a municipal corporation, organized and existing under the laws of the Commonwealth of Pennsylvania and a public body corporate and politic with its principal office in the City of Pittsburgh, Allegheny County, Pennsylvania,

AND

PUBLIC PARKING AUTHORITY OF PITTSBURGH (hereinafter called "Tenant"), organized by the City of Pittsburgh pursuant to the Parking Authority Law of Pennsylvania (Act of June 5, 1947, P.L. 458, as amended) (the "Act") and a public body corporate and politic with its principal office in the City of Pittsburgh, Allegheny County, Pennsylvania.

WITNESSETH;

WHEREAS, Landlord has, in conjunction with its responsibility for the operation of launch and wharf facilities in the City of Pittsburgh, operated certain parking facilities located on the Monongahela and Allegheny Wharves, as the same are hereinafter more specifically described; and

WHEREAS, Landlord desires to accommodate and cooperate with Tenant in conjunction with Tenant's lawful authority to plan, design, locate, acquire, hold, construct, improve, maintain and operate, own and lease, either in the capacity of lessor or lessee; lands and facilities to be devoted to the parking of vehicles of any kind; and

WHEREAS, in view of the successful operation of the existing garages and facilities of the Authority and other circumstances favorable to the Authority, its bondholders and the City, the City has agreed to permit the Authority to pledge, on an annual basis, one hundred percent (100%) of the Wharf Revenues, as herein defined, to such of the Authority's bonds and notes as the Authority may, in its discretion, decide; and

WHEREAS, the provisions of this Agreement are deemed to be in the best interests of the City and of the Authority by assuring a more rapid development of off-street parking facilities and related facilities in order to meet the public needs for parking and to relieve the dangerous traffic congestion on the streets and highways of the City.

NOW THEREFORE, intending to be legally bound hereby, the parties hereto agree:

That Landlord hereby demises and leases to Tenant, and Tenant hereby takes and hires from Landlord, subject to the terms and conditions hereof, the parcels of land situate in the City of Pittsburgh, Allegheny County, Pennsylvania, known as the Monongahela Wharf and the Allegheny River Wharf, together with any improvements presently or to be erected therein or thereon and certain equipment to be acquired in conjunction therewith (herein collectively called the "Leased Premises"), said parcels of land being more particularly outlined on Schedule A hereto and made a part hereof (the parcels of land outlined on Schedule A being sometimes hereinafter referred to as the "Tracts").

TO HAVE AND TO HOLD the Leased Premises unto Tenant subject to the following covenants and conditions which Landlord and Tenant respectively covenant and agree to keep and perform.

ARTICLE I

Authorization - Certifications

Section 1.1 Landlord covenants that Landlord has full power and authority to enter into this Lease and to grant the tenancy hereby created.

Section 1.2 Each of the parties hereto, at any time and from time to time at the request of the other party, shall execute, acknowledge and deliver to such other party a certificate by the party of whom said request shall be made certifying:

(a) that this Lease is unmodified and in full force and effect (or, if there have been modifications, that the same is in full force and effect as modified and stating the modifications);

(b) that there exists no condition or event which constitutes a default hereunder or, if any such condition or event exists, specifying the nature and period of existence thereof;

(c) whether or not there are then existing any offsets or defenses against the enforcement of any of the provisions of this Lease and, if so, specifying the same; and

(d) the date to which rental has been paid.

Any certificate may be relied upon by any prospective purchaser or mortgagee of the Leased Premises or assignee of the interest of Landlord or Tenant or any part thereof.

ARTICLE II

Improvements.

Section 2.1 Subject to the provisions hereof, Tenant may cause to be constructed on the Tracts, parking decks and surfaces, together with other improvements incidental thereto (said facilities and incidental improvements being herein called the "Improvements") in conformity with any plans and specifications and architectural elevations and exterior design studies ("Plans") approved by Landlord (which approval shall not be unreasonably withheld) and Tenant's lender, if any, and cause

to be acquired and installed in the Improvements any equipment which in Tenant's judgment may be necessary for operation of the Improvements (herein collectively called the "Equipment"), all of which acquisitions and installations shall be made in accordance with Tenant's specifications.

Section 2.2 Tenant shall not make any material changes in any Plans previously approved by Landlord for the Improvements without first securing the consent of Landlord, which consent will not be unreasonably withheld.

ARTICLE III

Term - Rental and Payment Thereof - Net Lease - Impositions

Section 3.1 The Term of this Lease (herein called the "Term") shall commence as of the date hereof and shall expire at 11:00 P.M. E.S.T. on December 31, 2015, unless sooner terminated as hereinafter provided.

Section 3.2 Landlord shall deliver to Tenant sole and exclusive possession of the Leased Premises for the purpose of operating parking facilities (subject to the right of Landlord to enter thereon for purposes of operating launch and wharf facilities and/or purposes of inspection), on the date hereof, and Tenant shall accept possession of the Leased Premises upon such delivery.

Section 3.3 Tenant shall pay as rent for the Leased Premises and Equipment such sums as shall be calculated as follows:

Subject to the provisions of Section 3.5 hereof, Tenant shall pay to Landlord fifty percent (50%) of the annual Wharf Revenues (as hereinafter defined) derived from Tenant's operation of the Leased Premises. For the purposes of this Lease, "Wharf Revenues" shall be defined as all income, rentals, revenues, fees and charges received by Tenant from parking or rental fees generated from the Leased Premises, excluding any amounts which may be collected by Tenant but paid over to Landlord or any other governmental agency as a parking tax.

Section 3.4 Tenant shall pay over to Mellon Bank, N.A. of Pittsburgh, Pennsylvania, as Trustee (the "Trustee") pursuant to the Trust Indenture between Tenant and Trustee dated as of December 1, 1985 as supplemented by the First Supplemental Indenture dated as of December 1, 1986, (the "Indenture") all of the Wharf Revenues as soon as practicable after receipt. In accordance with the terms of the Indenture, 50% of the Wharf Revenues shall be deposited in the City Wharf Revenue Account and the remainder shall be deposited in the Authority Wharf Revenue Account, all as provided in the Indenture. Any amounts deposited in the City Wharf Revenue Account shall not be commingled with other income, revenues or rentals derived from other properties not subject to this Lease.

Section 3.5 Landlord and Tenant acknowledge and agree that Tenant shall have the right to pledge the amounts deposited in the City Wharf Revenue Account and the Authority Wharf Revenue

Account as security for the payment of debt service on its bonds. Landlord and Tenant further acknowledge and agree that notwithstanding the provisions of Section 3.3 so long as the Indenture shall be effective, payment of the rent as therein set forth shall be made only from the City Wharf Revenue Account and that the City Wharf Revenue Account shall be subject to deductions by the Trustee for purposes of satisfying the claims of bondholders of Tenant as established by the Indenture but only after other moneys in the Revenue Fund, excluding City Meter Revenues (as defined in the Indenture), have been so applied and exhausted. Landlord covenants and agrees that it will not take any action with respect to Wharf Revenues which will materially, adversely affect the ability of the Authority to meet its rate covenants under the Indenture. All deductions for such purposes shall be made by the Trustee on or before December 15th of each calendar year. To the extent any funds remain in the City Wharf Revenue Account after such deductions are made, the same shall be paid to the City on or before December 20 of such year and shall constitute payment in full of the rent due hereunder for such year.

Section 3.6 Except as set forth in Section 3.5, this Lease shall be deemed and construed to be a "net lease" and Tenant shall pay to Landlord absolutely net throughout the Term the rent, and other payments hereunder, free of any charges, assessments, impositions or deductions of any kind and without abatement, deduction or setoff.

Section 3.7 As additional rent, Tenant shall pay or cause to be paid promptly as the same become due, and before any penalty is added thereto or imposed thereon because of nonpayment, all Impositions. The term "Impositions" as used herein shall mean all taxes and assessments, including but not limited to real estate taxes, use and occupancy taxes, personal property taxes, transit taxes, water and sewer charges, rates and rents, charges for utility services, excises, levies, license and permit fees, mercantile taxes, gross receipts taxes, sales taxes and other charges, general and special, ordinary and extraordinary, foreseen and unforeseen, of any kind and nature whatsoever, which shall or may during the Lease be assessed, levied, charged, confirmed or imposed upon or become payable out of or become a lien on the Leased Premises, or the interest of either Landlord or Tenant therein, and shall include any municipal, state or federal income taxes, capital stock taxes, franchise taxes, or corporate loans taxes, assessed against Landlord, or any income, profit or revenue tax, assessment or charge imposed upon the rent received as such by Landlord under this Lease. All Impositions shall be apportioned on a calendar month basis with respect to the commencement and expiration of this Lease.

Section 3.8 Upon the request of Landlord, Tenant shall furnish to Landlord within thirty (30) days after the date any Imposition is last payable without penalty, official receipts evidencing the payment thereof.

Section 3.9 Tenant shall have the right in Tenant's own name or in the name of Landlord to contest or review any Imposition other than a contest or review based upon the fact that Landlord is a public instrumentality, by legal proceedings, or in any other lawful manner Tenant deems suitable, which, if instituted, shall be conducted promptly at Tenant's own expense and free of all expenses to Landlord. Landlord shall, at the request and at the expense of Tenant, nominally join in any such proceeding but shall not be subject to any liability for the payment of any costs or expenses in connection with any proceeding brought by Tenant and shall not be required to participate in any such proceedings.

Section 3.10 Remittance of all rent payable under Section 3.3 hereof and any other sums due hereunder shall be made directly to Landlord at the Office of the Treasurer of the City of Pittsburgh, City-County Building, 414 Grant Street, Pittsburgh, PA 15219, or such other place as Landlord may from time to time designate in writing.

Section 3.11 If Tenant shall fail to make any of the payments required in this Article III, the item or installment so in default shall continue as an obligation of Tenant until the amount in default shall have been fully paid, and Tenant agrees to pay the same with interest thereon at the legal rate prevailing at the time of such default.

Section 3.12 The obligations of Tenant to make the payments required in this Article III and to perform and observe the other agreements on its part contained herein, shall be absolute and unconditional, and Tenant shall not suspend or discontinue any payments provided for in Article III hereof, will perform and observe all of its other agreements contained in this Lease, and except as herein expressly provided, shall not terminate this Lease for any reason including, without limiting the generality of the foregoing, failure or inability of Tenant to complete construction of the Improvements, or the acquisition and installation of the Equipment, any acts or circumstances that may constitute failure of consideration, destruction of or damage to the Leased Premises or Improvements, commercial frustration of purpose, any change in the tax or other laws of the United States of America or of Pennsylvania or any political subdivision of either. Tenant may, however, at Tenant's own cost and expense and in Tenant's own name or in the name of Landlord, prosecute or defend any action or proceeding, or take any other action involving third persons which Tenant deems reasonably necessary in order to secure construction and/or protect Tenant's right of possession, occupancy and use hereunder; and in such event, Landlord will cooperate fully with Tenant and will take all action necessary to effectuate the substitution of Tenant for Landlord in any such action or proceeding if Tenant shall so request.

ARTICLE IV

Utility Services - Insurance

Section 4.1 As additional rent, Tenant agrees to pay or to cause to be paid all charges for any and all utility services, including, but not limited to, gas, water, sewage disposal, steam, electricity, light, heat or power, telephone or other communication or similar service used, rendered or supplied upon or in connection with the Leased Premises during the Term, and to indemnify and save harmless Landlord against any liability or damages on account of such charges.

Section 4.2 Tenant will, at Tenant's sole cost and expense, as additional rent, maintain with insurers approved by Landlord.

(a) insurance with respect to the Improvements, Equipment and all other buildings, equipment and improvements now or hereafter installed or erected upon the Leased Premises, or any part thereof, against loss or damage by fire, lightning, windstorm, hail, explosion, riot, riot attending a strike, civil commotion, aircraft, vehicles and smoke and against such other risks as Landlord may reasonably request in such amounts as may be required by Landlord; and

(b) public liability and property damage insurance in amounts and coverages as may be reasonably required by Landlord.

All proceeds of such insurance in the event of loss recovery thereunder shall be paid to Landlord and Tenant as their interests may appear.

Section 4.3 All insurance policies maintained by Tenant pursuant to Section 4.2 shall name Landlord and Tenant as co-insureds, as their respective interests may appear.

Section 4.4 All insurance policies maintained pursuant to Section 4.2 shall (a) provide that no cancellation thereof shall be effective until at least thirty (30) days after receipt by Landlord of written notice thereof, and (b) be reasonably satisfactory to Landlord in all respects.

Section 4.5 Landlord shall not be under any obligation to renew, replace or repair any inadequate, obsolete, worn out, unsuitable or unnecessary Equipment. In any instance where Tenant, in Tenant's sound discretion, determines that any items of Equipment have become inadequate, obsolete, worn out, unsuitable, undesirable or unnecessary, Tenant may after obtaining the written consent of Landlord, remove such items from the Leased Premises, and on behalf of Landlord, sell, trade-in, exchange, or otherwise dispose of them as a whole or in part without any responsibility or accountability to the Landlord, provided that Tenant shall not be entitled, by the removal from the Leased Premises of any portion of the Equipment, to any abatement or diminution of the rents payable hereunder.

ARTICLE V

Use and Occupancy - Subletting - Surrender

Section 5.1 Tenant shall use and occupy the Leased Premises in a proper manner as a public parking facility in conjunction with wharf operations and shall not create, permit or maintain any nuisance on any part thereof. Tenant shall establish rates and regulations applicable to the Leased Premises which shall be in accordance with Tenant's customary practice.

Section 5.2 Tenant shall not assign this Lease or sublet all or any portion of the Leased Premises without having first received the express written consent of the Landlord, which consent shall not be unreasonably withheld. If any assignment or subletting is consented to, the same shall not relieve Tenant of Tenant's obligations hereunder.

Section 5.3 Except as otherwise provided herein, at the expiration of this Lease, Tenant shall deliver up quiet and peaceful possession of the Leased Premises hereby waiving any notice now or hereafter required by law with respect to vacating at the termination of any tenancy.

Section 5.2 After first obtaining the written consent of the Landlord in each instance, and provided that no event of default under this Lease shall have happened and be continuing, Tenant may (i) grant easements, licenses, rights of way (including the dedication of public highways) and other rights or privileges in the nature of easements with respect to any of the Leased

Premises or (ii) enter into any agreements or other arrangements with other persons with respect to joint use of any part of the Leased Premises or any facilities included therein, all with or without consideration, and upon such terms and conditions as Tenant shall determine, and Landlord agrees that Landlord will execute and deliver any instrument necessary or appropriate to confirm and grant or release any such easement, license, right of way or other right or privilege or any such agreement or other arrangement upon written application signed by an officer of Tenant requesting such instrument, and a certificate executed by an officer of Tenant stating that such grant or release or such agreement or other arrangement is not detrimental to the proper conduct of the business of Tenant.

ARTICLE VI

Maintenance and Repair - Renovations by Tenant

Section 6.1 Tenant shall, at Tenant's own cost and expense, keep and maintain the Leased Premises and the Equipment in good condition and appearance. Landlord shall not be required to furnish any service or facilities or to make any repairs or alterations to the Leased Premises or the Equipment, and Tenant hereby assumes the full and sole responsibility of the condition, operation, repair, maintenance and management of the Leased Premises and the Equipment.

Section 6.2 Landlord grants to Tenant the right to make such alterations, changes and additions to the Leased Premises and Equipment from time to time at Tenant's expense as Tenant may deem necessary or convenient for Tenant's purposes, provided that any such changes which will exceed _____ Dollars (\$_____) in costs shall be subject to Landlord's prior written consent.

ARTICLE VII

Tenant's Property

Section 7.1 All property, except the Equipment, installed by the Tenant, or by any other occupant on or about the Leased Premises, or any part thereof, for use in connection with the Tenant's business and not affixed to the Leased Premises (the "Tenant's Property"), shall at all times remain the property of the Tenant but such property shall be subject to the rights of Landlord. Landlord shall, at any time and from time to time at the request of Tenant, execute, acknowledge and deliver to Tenant a waiver of its rights under the Landlord and Tenant Act of 1951, if any, to Tenant's Property upon the Leased Premises, or any part thereof, said waiver to be in favor of the person, corporation or entity loaning funds for the acquisition of or leasing such property to the Tenant.

Section 7.2 If no event of default shall have happened and be continuing, Tenant may from time to time during the Term, or

upon the termination of this Lease, at Tenant's cost and expense, remove all or any part of Tenant's Property from the Leased Premises, provided, however, that if such removal shall cause damage to the Leased Premises or the Equipment, Tenant shall restore the Leased Premises and the Equipment to the condition existing prior to such removal.

ARTICLE VIII

Entry of Leased Premises by Landlord

Section 8.1 Tenant shall permit Landlord, and its authorized agents to enter upon the Leased Premises at reasonable times during Tenant's business hours for the purpose of inspecting the same and of ascertaining Tenant's compliance with the terms and conditions hereof.

Section 8.2 In entering upon the Leased Premises, Landlord shall observe Tenant's prevailing security and safety arrangements and shall make such entries so as to cause as little inconvenience, annoyance or disturbance as possible.

ARTICLE IX

Compliance with Laws, etc.

Section 9.1 Throughout the Term, Tenant shall, at Tenant's own cost and expense, comply with all laws, ordinances, orders, rules, regulations and requirements of all federal, state and

municipal governments and appropriate departments, commissions, boards and officers thereof, and the orders, rules and regulations of the National Board of Fire Underwriters, the Pennsylvania Insurance Department, or any other body hereafter constituted exercising similar functions, whether or not the same require structural repairs or alterations, and irrespective of whether or not foreseeable or whether or not involving a change in governmental policy which may be applicable to the Leased Premises, or any part thereof, the Equipment and the fixtures thereon or the use or manner of use of the Leased Premises.

Section 9.2 Tenant shall likewise observe and comply with the requirements of all policies of public liability, fire and other policies of insurance at any time in force with respect to the Leased Premises, Equipment and fixtures thereon.

Section 9.3 Tenant shall have the right to contest by appropriate legal proceedings, without cost or expense to Landlord, the validity of any law, ordinance, order, rule, regulation or requirement of the nature herein referred to, and if by the terms of such law, ordinance, order, rule, regulation or requirement, compliance therewith may legally be held in abeyance without the incurrence of any lien, charge or liability of any kind against the Leased Premises or Landlord's interest therein, Tenant may postpone compliance therewith until the final determination of any such proceedings.

ARTICLE X

Condemnation - Damage or Destruction - Insurance Proceeds

Section 10.1 If all or any part of the Leased Premises and the Equipment, or any part of either, is taken or condemned as the result of the exercise of the power of eminent domain, Tenant shall have the option to (a) terminate this Lease effective as of the date when title shall vest in such condemning authority and all liability thereunder shall terminate as between the parties; or (b) repair and restore at Tenant's expense, if necessary, the portion not so taken and the rents shall continue as herein provided. Landlord and Tenant shall each have the right to pursue their respective claims against any condemning authority as a result of any such public taking.

Section 10.2 If, during the term of this Lease, the Leased Premises or the Equipment or any part of either is damaged or destroyed by fire or other casualty, the rentals hereunder shall not abate, and Tenant shall, subject to the provisions hereof, repair, restore or replace the same without cost to Landlord.

Section 10.3 In repairing any damage to the Leased Premises or Equipment resulting from any casualty, Tenant shall repair, reconstruct or replace the Leased Premises and Equipment so that they shall be in substantially the same form and of substantially the same value to that existing prior to such casualty.

Section 10.4 Upon commencement of any repairs, reconstruction or replacement of the Leased Premises or Equipment

by Tenant pursuant to the provisions of this Article X, Landlord shall assign to Tenant or any lender of Tenant as their interests may appear, the amount of all recoveries on insurance maintained by Tenant pursuant to Section 4.2(a) hereof to the extent that such proceeds have been paid to Landlord, or to the extent that full recovery of such insurance has not been had, Landlord will assign to Tenant or its lender as their interests may appear all claims against insurance carriers resulting from the insured loss.

Section 10.5 Neither Landlord nor Tenant shall be liable to the other with respect to any damage to or destruction of the Leased Premises or Equipment caused by any risk covered by any insurance policy issued to Landlord or Tenant. All policies covering the Leased Premises or Equipment shall include a waiver by the insurer of all right of subrogation against Landlord or Tenant, as the case may be, in connection with any damage or destruction to the Leased Premises or Equipment thereby insured against.

ARTICLE XI

Default Provisions - Indemnity

Section 11.1 If Tenant shall (a) fail to pay, on the due date for the same, any amount payable hereunder, or (b) if Tenant shall default in carrying out any of Tenant's other obligations or duties hereunder for a period of thirty (30) days from the

date of receipt of written notice of such defaults, then, in either such event, and notwithstanding anything herein to the contrary, Landlord may thereupon exercise any and all rights and remedies which Landlord deems necessary or advisable for the protection of Landlord's interests.

Section 11.2 If an event of default hereunder shall have happened, and, if applicable, be continuing for more than thirty (30) days after receipt by Tenant of the notice referred to in Section 11.1, Landlord or its authorized agents may re-enter the Leased Premises by force without liability therefor or may otherwise eject Tenant and relet the Leased Premises as agent for Tenant without discharging Tenant hereunder and continue to act as agent for Tenant until all of Tenant's obligations hereunder have been fully discharged and all costs and expenses occasioned by Tenant's default have been fully paid.

Section 11.3 Tenant hereby agrees to indemnify Landlord and hold Landlord harmless from and against all losses, claims, damages, expenses or liabilities, including court costs and attorney's fees, to which Landlord may become subject by reason of either (a) any uncured default by Tenant hereunder, (b) Tenant's use and occupancy of the Leased Premises or (c) Tenant's failure to perform any of the obligations.

ARTICLE XII

Modifications and Amendments

Section 12.1 The Lease may not be modified, amended or terminated except in writing signed on behalf of the parties hereto or on behalf of their respective successors or assigns and only with the written approval of any lender of Tenant.

Section 12.2 Each amendment hereto shall be numbered consecutively and shall be dated the date thereof.

ARTICLE XIII

Miscellaneous

Section 13.1 In case by reason of force majeure either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Lease, other than the obligation of Tenant to make the rental payments and additional rental payments required under the terms hereof, then except as otherwise provided in this Lease, if such party shall give notice and full particulars of such force majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied on, the obligations of the party giving such notice, so far as they are affected by such force majeure, shall be suspended during the continuance of the inability then claimed, but for no longer period; and such party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term "force majeure" as employed herein shall mean acts of God,

strikes, lockouts or other industrial disturbances, acts of the public enemy, orders of any kind of the Government of the United States or the Commonwealth of Pennsylvania or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, transmission pipes or canals, partial or entire failure of utilities or any other cause not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes, lockouts and other industrial disturbances shall be entirely within the discretion of the party having the difficulty and that the above requirement that any force majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes, lockouts, and other industrial disturbances by acceding to the demands of the opposing party or parties when such course is unfavorable in the judgment of the party having the difficulty.

Section 13.2 All notices, demands and requests which may be or are required to be given hereunder shall be given in writing and shall be deemed to have been duly given if sent by United States Registered or Certified Mail, Return Receipt Requested, postage prepaid, addressed to Landlord at: Director of Finance, City of Pittsburgh, 414 Grant Street, City-County Building, Room 215, Pittsburgh, PA 15219, with copy to: City Solicitor, 313

City-County Building, Pittsburgh, PA 15219 and to Tenant at: 711 Manor Building, Pittsburgh, PA 15219, Attention: Chairman with copy to Tenant's counsel: Hollinshead & Mendelson, 230 Grant Building, Pittsburgh, PA 15219 or to such other place or places as the parties hereto may for themselves designate in writing from time to time for the purpose of receiving notices hereunder. A copy of any such notice shall also be sent United States Registered or Certified Mail, Return Receipt Requested, postage prepaid to the Parking Authority Trustee at One Mellon Bank Center, Pittsburgh, PA 15219.

Section 13.3 The division of this Lease into Articles and Sections and the use of headings for said Articles is for the purpose of convenience only and not for the purpose of construing this Lease.

Section 13.4. If any term or provision of this Lease or the application thereof to any person or circumstance, shall to any extent be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and be enforceable to the fullest extent permitted by law. Notwithstanding any other provision thereof, if this Lease becomes or is declared to be invalid or unenforceable for any reason, the Tenant shall nevertheless continue to be obligated to pay to the Landlord, or

the Landlord's successors or assigns, amounts equal to the rental and other sums payable by the Tenant hereunder with the same force and effect as though this Lease had continued to be valid and enforceable in accordance with the terms and provisions hereof.

Section 13.5 Tenant recognizes that Landlord is participating in the leasing of the Leased Premises and Equipment as an accommodation to Tenant and for the benefit of Tenant pursuant to the intent of the Act. Tenant covenants and agrees that neither the Landlord, the Mayor nor any members of City Council nor any agent, attorney or employee shall be liable to Tenant on account of any matter or thing whatsoever. In addition, Tenant hereby agrees to protect and indemnify Landlord, its agents, attorneys and employees against and to hold it harmless and defend it from any loss, expense or liability of any nature whatsoever incurred by reason of Landlord's said participation. The within provision shall continue for the benefit of Landlord throughout the within term of the Lease and shall survive any assignment hereof.

Section 13.6 This Lease shall be binding upon and inure to the benefit of the parties hereto and their successors and assigns.

WITNESS the due execution hereof by Landlord pursuant to Resolution No. 901 approved on October 9, 1986, effective October 13, 1986 and by Tenant pursuant to Resolution passed November 19, 1986.

ATTEST:

TENANT:

PUBLIC PARKING AUTHORITY OF PITTSBURGH

M. Reil
Secretary

By: *Edwin Newberry*
Vice Chairman

[SEAL]

LANDLORD:

ATTEST:

CITY OF PITTSBURGH

Mayor's Secretary

By: *Richard A. Pettit*
Mayor

[SEAL]

Witness:

James T. Smith

By: _____
Director of Department of Finance

Examined by: *Ronald A. Zerk*
Assistant City Solicitor

Approved as to Form: *[Signature]*
City Solicitor

Countersigned: _____
City Controller

12-2-86

SCHEDULE A
Property Description

[to be supplied]

7 file

AMENDMENT TO
MONONGAHELA AND ALLEGHENY WHARF LEASE

Made as of the 1st day of September, 1989, by and between CITY OF PITTSBURGH (hereinafter called "Landlord"), a municipal corporation, organized and existing under the laws of the Commonwealth of Pennsylvania and a public body corporate and politic with its principal office in the City of Pittsburgh, Allegheny County, Pennsylvania, and PUBLIC PARKING AUTHORITY OF PITTSBURGH (hereinafter called "Tenant"), organized by the City of Pittsburgh pursuant to the Parking Authority Law of Pennsylvania (Act of June 5, 1947, P.L. 458, as amended) and a public body corporate and politic with its principal office in the City of Pittsburgh, Allegheny County, Pennsylvania.

W I T N E S S T H A T:

WHEREAS, as of the 1st day of January, 1987, Landlord and Tenant entered into a Monongahela and Allegheny Wharf Lease (the "Lease"); and

WHEREAS, the Lease provides that the Landlord has agreed to permit the Tenant to pledge, on an annual basis, one hundred (100%) percent of the Wharf Revenues, as defined in the Lease, to such of the Tenant's bonds and notes as the Tenant may, in its discretion, decide; and

WHEREAS, pursuant to Section 3.4 of the Lease, the Tenant is obligated to pay to Mellon Bank, N.A., as Trustee, pursuant to the Trust Indenture between Tenant and Trustee dated as of December 1, 1985 as supplemented by the First Supplemental Indenture dated as of December 1, 1986, (collectively referred to as the "1985 Indenture"), all the Wharf Revenues as soon as practicable after receipt; and

WHEREAS, the Tenant has issued its Parking System Revenue Bonds, Series 1989A, pursuant to the Trust Indenture (the "Indenture") dated as of June 1, 1989 between Tenant and Mellon Bank, N.A., as Trustee; and

WHEREAS, pursuant to the Indenture, it is anticipated that the 1985 Indenture shall be discharged on or about August 10, 1989; and

WHEREAS, Landlord and Tenant desire to amend the Lease to be in conformity with the Indenture.

NOW, THEREFORE, intending to be legally bound hereby, the parties hereto covenant and agree as follows:

1. Simultaneously with the discharge of the Tenant's 1985 Indenture, Section 3.4 of the Lease shall be deleted in its entirety and replaced with the following:

Section 3.4 Tenant shall pay over to Mellon Bank, N.A., of Pittsburgh, Pennsylvania, as Trustee, (the "Trustee"), pursuant to the Trust Indenture between Tenant and Trustee dated as of June 1, 1989, (the "Indenture") all of the Wharf Revenues as soon as practicable after receipt. In accordance with the terms of the Indenture, fifty (50%) percent of the Wharf Revenues shall be deposited in the City Wharf Revenue Account and the remainder shall be deposited in the Authority Wharf Revenue Account, all as provided in the Indenture. Any amounts deposited in the City Wharf Revenue Account shall not be commingled with other income, revenues, or rentals derived from other properties not subject to this Lease.

2. Tenant shall give written notice to Landlord of the effective date of discharge of its 1985 Indenture.

3. Section 6.2 of the Lease shall be deleted in its entirety and replaced with the following:

Section 6.2 Landlord grants to Tenant the right to make such alterations, changes and additions to the Leased Premises and Equipment from time to time at Tenant's expense as Tenant may deem necessary or convenient for Tenant's purposes, provided that any such changes which will exceed FIVE THOUSAND AND NO/100 (\$5,000.00) DOLLARS in costs shall be subject to Landlord's prior written consent.

4. Attached hereto and made a part hereof is Schedule "A" which was inadvertently not attached to the Lease.

5. Except as amended hereby, the terms and conditions of the Lease shall remain in full force and effect.

WITNESS the due execution hereof by Landlord pursuant to Resolution No. 901 approved on October 9, 1986, effective October 13, 1986, and by Tenant pursuant to Resolution passed November 19, 1986.

ATTEST:

[Handwritten Signature]

(Assistant) Secretary
(SEAL)

TENANT:
PUBLIC PARKING AUTHORITY OF PITTSBURGH

BY *[Handwritten Signature]*

(Vice) Chairman

ATTEST:

[Handwritten Signature]

Mayor's Secretary
(SEAL)

LANDLORD:
CITY OF PITTSBURGH

BY *[Handwritten Signature]*

Mayor

WITNESS:

[Handwritten Signature]

Richard J. Murphy

BY *[Handwritten Signature]*

Director of Finance

Examined by *[Handwritten Signature]*

Assistant City Solicitor

Approved as to form *[Handwritten Signature]*

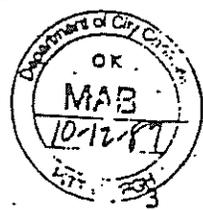
DEPUTY City Solicitor 9/22/89

Countersigned *[Handwritten Signature]*

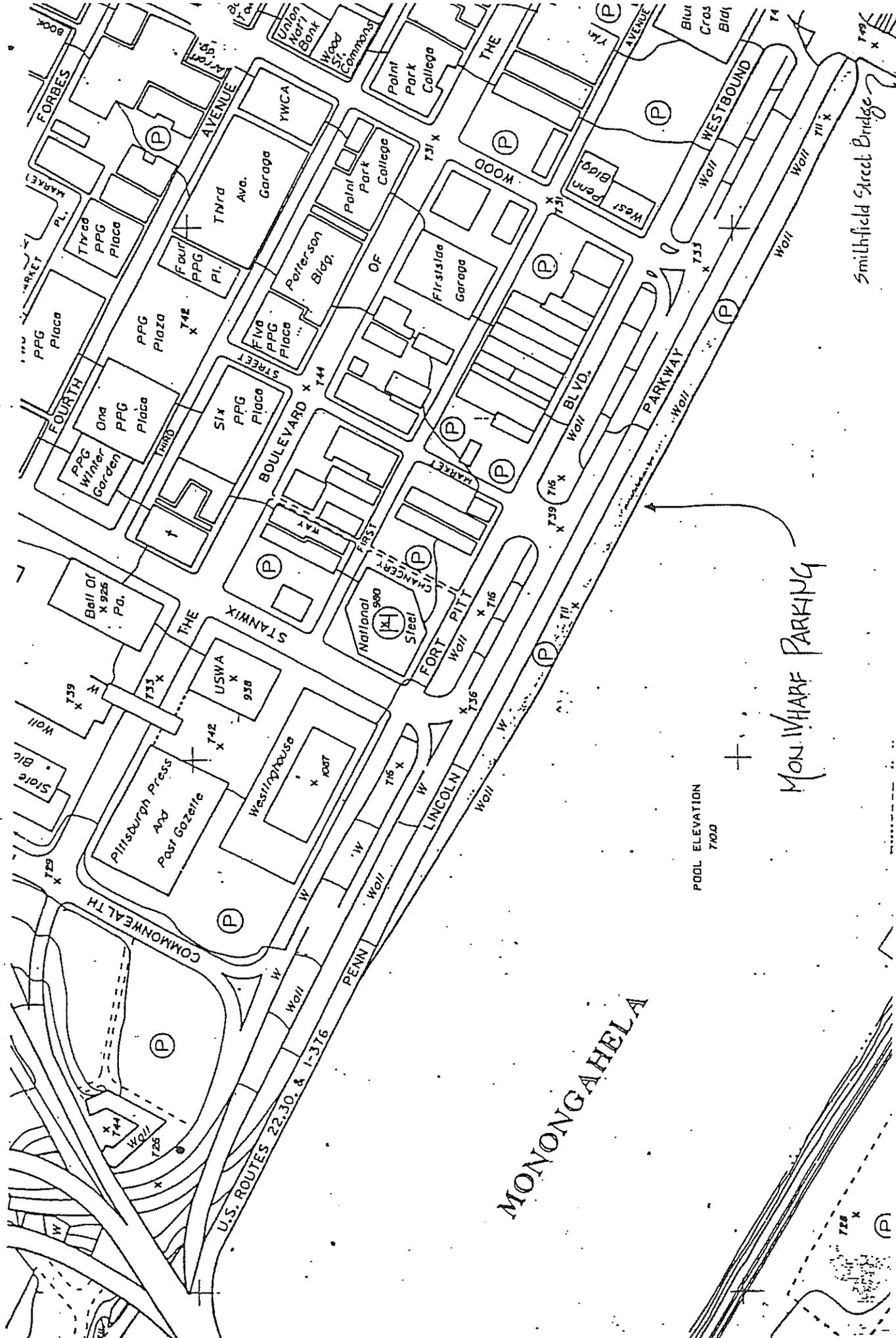
DEPUTY City Controller October 18, 1989



28629



Approved as to form:
Dickie, McCamey & Chilcote, P.C.
Solicitor to the Controller
of Pittsburgh
BY *[Handwritten Signature]*



MONONGAHELA PARKING

MONONGAHELA

POOL ELEVATION 7100

Smithfield Street Bridge

Approximate 1
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**Map Scale: 1 in
Contour Interval**

Primary Grid:
Pennsylvania
Coordinate System

Secondary Grid:
Pittsburgh Plane
Coordinate System

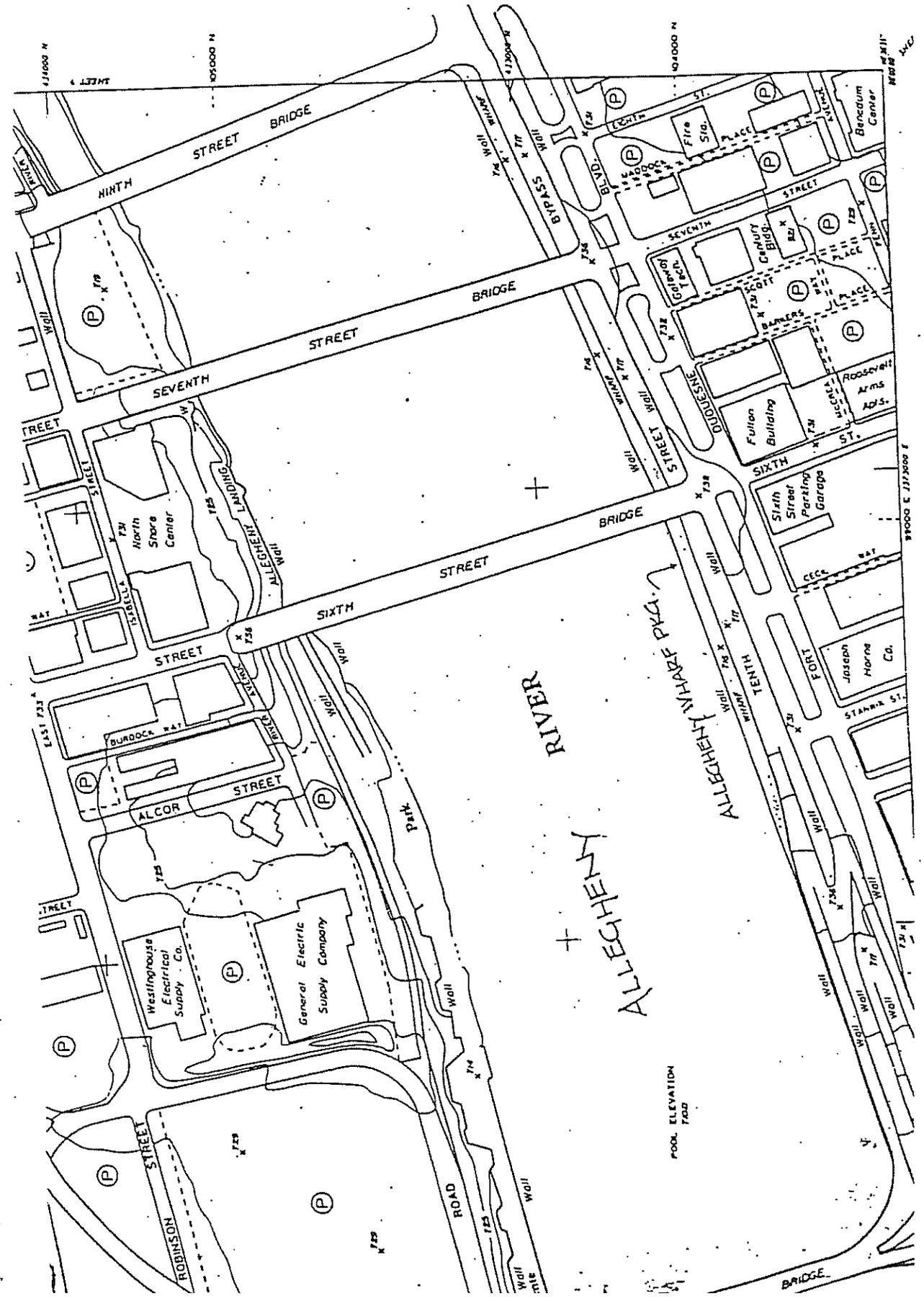
Source: Topography and photogrammetric methods in 1984. The approximate photo control lines and numbers were September and October 1968 County Department of Deed survey map on the photogrammetry had been completed in 1982 had been done in the Department of City Plan

Accuracy: Under no circumstances be considered accurate if less than five feet horizontal. Larger degree of imprecision and possible in the superimposition on the map for the purpose of any use.

Disclaimer: The City of Pittsburgh is not responsible for any and all damages that may result therefrom.

1: COPYRIGHT

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104	67



POOL ELEVATION
FOOT

970000 E. 1175000 N

AMENDMENT TOMONONGAHELA AND ALLEGHENY WHARF LEASE

Made as of the _____ day of August, 1992, by and between CITY OF PITTSBURGH (hereinafter called "Landlord"), a municipal corporation, organized and existing under the laws of the Commonwealth of Pennsylvania and a public body corporate and politic with its principal office in the City of Pittsburgh, Allegheny County, Pennsylvania, and PUBLIC PARKING AUTHORITY OF PITTSBURGH (hereinafter called "Tenant"), organized by the City of Pittsburgh pursuant to the Parking Authority Law of Pennsylvania (Act of June 5, 1947, P.L. 458, as amended) and a public body corporate and politic with its principal office in the City of Pittsburgh, Allegheny County, Pennsylvania.

W I T N E S S T H A T:

WHEREAS, as of the 1st day of January, 1987, Landlord and Tenant entered into a Monongahela and Allegheny Wharf Lease (the "Lease"); and

WHEREAS, as of the 1st day of September, 1989, Landlord and Tenant entered into an Amendment to Monongahela and Allegheny Wharf Lease (the "Amendment to Lease"); and

WHEREAS, the Lease and Amendment to Lease are hereinafter sometimes collectively referred to as the "Lease as Amended"; and

WHEREAS, the Lease provides that the Landlord has agreed to permit the Tenant to pledge, on an annual basis, one hundred (100%) percent of the Wharf Revenues, as defined in the Lease, to such of the Tenant's bonds and notes as the Tenant may, in its discretion, decide; and

WHEREAS, pursuant to Section 3.4 of the Lease as Amended, the Tenant is obligated to pay to Mellon Bank, N.A., as Trustee, pursuant to the Trust Indenture between Tenant and Trustee dated as of June 1, 1989 (the "1989 Indenture") all the Wharf Revenues as soon as practicable after receipt; and

WHEREAS, it is anticipated that the Tenant will hereafter issue its Parking System Revenue Bonds, Series 1992A pursuant to a new trust indenture; and

WHEREAS, it is anticipated that Tenant will issue additional bonds during the term of the Lease; and

WHEREAS, Landlord and Tenant desire to amend the terms of the Lease to permit the Tenant to pledge, as provided in the Lease as amended, the Wharf Revenues to the 1992A Bonds of the Tenant which are intended to be issued and to any other subsequently issued bonds and notes which the Tenant may, in its discretion, decide to issue.

NOW, THEREFORE, intending to be legally bound hereby, the parties hereto covenant and agree as follows:

1. Simultaneously with the discharge of the Tenant's 1989 Indenture, Section 3.4 of the Lease as Amended shall be deleted in its entirety and replaced with the following:

Section 3.4 Tenant shall pay over to the Trustee of the Tenant's Parking System Revenue Bonds, Series 1992A, or any subsequent Trustee of any of Tenant's bonds and notes as the Tenant may, in its discretion decide, all of the Wharf Revenues as soon as practicable after receipt. Fifty (50%) percent of the Wharf Revenues shall be

deposited in a City Wharf Revenue Account and the remainder shall be deposited in an Authority Wharf Revenue Account. Any amounts deposited in the City Wharf Revenue Account shall not be commingled with other income, revenues, or rentals derived from other properties not subject to this Lease.

2. Section 3.5 of the Lease as Amended shall be deleted in its entirety and replaced with the following:

Section 3.5 Landlord and Tenant acknowledge and agree that Tenant shall have the right to pledge the amounts deposited in the City Wharf Revenue Account and the Authority Wharf Revenue Account as security for the payment of debt service on its bonds. Landlord and Tenant further acknowledge and agree that notwithstanding the provisions of Section 3.3, so long as the Indenture pursuant to the Parking System Revenue Bonds, Series 1992A or any other Indenture of Tenant which pledges these Wharf Revenue Accounts shall be effective, payment of the rent as therein set forth shall be made only from the City Wharf Revenue Account provided, however, the City Wharf Revenue Account shall be subject to deductions by the Trustee of the Parking System Revenue Bonds, Series 1992A or any other such Indenture for purposes of satisfying the claims of bondholders of Tenant as established by any such Indenture but only after all other revenues pledged as security for any such bonds, excluding City Meter Revenues,

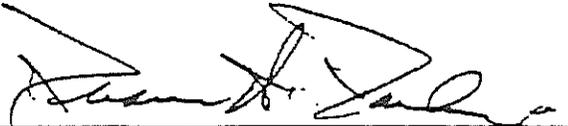
have been so applied and exhausted. Landlord covenants and agrees that it will not take any action with respect to Wharf Revenues which will materially or adversely affect the ability of the Tenant to meet any rate covenants pursuant to any such Indentures. All deductions for such purposes shall be made by the Trustee on or before December 15th of each calendar year. To the extent any funds remain in the City Wharf Revenue Account after such deductions are made, the same shall be paid to the City on or before December 20 of such year and shall constitute payment in full of the rent due hereunder for such year.

3. Tenant shall give written notice to Landlord of the effective date of discharge of its 1989 Indenture.

4. Except as amended hereby, the terms and conditions of the Lease as Amended shall remain in full force and effect.

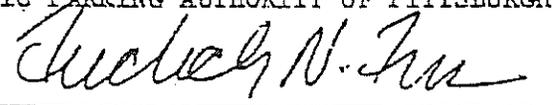
WITNESS the due execution hereof by Landlord pursuant to Resolution No. 901 approved on October 9, 1986, effective October 13, 1986, and by Tenant pursuant to Resolution passed November 19, 1986.

ATTEST:



(Assistant) Secretary

(SEAL)

TENANT:
PUBLIC PARKING AUTHORITY OF PITTSBURGH
BY 

(Vice) Chairman

ATTEST:

LANDLORD:
CITY OF PITTSBURGH

Beth Valent
Deputy Mayor's Secretary
(SEAL)

BY Mary K Contino
Deputy Mayor

WITNESS:

Michael Boyle

BY Don K.../16
Director of Finance

Approved as to form Mary K Contino
City Solicitor

Countersigned _____
City Controller

File

AMENDMENT TO
MONONGAHELA AND ALLEGHENY WHARF LEASE

Made as of the 1st day of September, 1989, by and between CITY OF PITTSBURGH (hereinafter called "Landlord"), a municipal corporation, organized and existing under the laws of the Commonwealth of Pennsylvania and a public body corporate and politic with its principal office in the City of Pittsburgh, Allegheny County, Pennsylvania, and PUBLIC PARKING AUTHORITY OF PITTSBURGH (hereinafter called "Tenant"), organized by the City of Pittsburgh pursuant to the Parking Authority Law of Pennsylvania (Act of June 5, 1947, P.L. 458, as amended) and a public body corporate and politic with its principal office in the City of Pittsburgh, Allegheny County, Pennsylvania.

W I T N E S S T H A T:

WHEREAS, as of the 1st day of January, 1987, Landlord and Tenant entered into a Monongahela and Allegheny Wharf Lease (the "Lease"); and

WHEREAS, the Lease provides that the Landlord has agreed to permit the Tenant to pledge, on an annual basis, one hundred (100%) percent of the Wharf Revenues, as defined in the Lease, to such of the Tenant's bonds and notes as the Tenant may, in its discretion, decide; and

WHEREAS, pursuant to Section 3.4 of the Lease, the Tenant is obligated to pay to Mellon Bank, N.A., as Trustee, pursuant to the Trust Indenture between Tenant and Trustee dated as of December 1, 1985 as supplemented by the First Supplemental Indenture dated as of December 1, 1986, (collectively referred to as the "1985 Indenture"), all the Wharf Revenues as soon as practicable after receipt; and

WHEREAS, the Tenant has issued its Parking System Revenue Bonds, Series 1989A, pursuant to the Trust Indenture (the "Indenture") dated as of June 1, 1989 between Tenant and Mellon Bank, N.A., as Trustee; and

WHEREAS, pursuant to the Indenture, it is anticipated that the 1985 Indenture shall be discharged on or about August 10, 1989; and

WHEREAS, Landlord and Tenant desire to amend the Lease to be in conformity with the Indenture.

NOW, THEREFORE, intending to be legally bound hereby, the parties hereto covenant and agree as follows:

1. Simultaneously with the discharge of the Tenant's 1985 Indenture, Section 3.4 of the Lease shall be deleted in its entirety and replaced with the following:

Section 3.4 Tenant shall pay over to Mellon Bank, N.A., of Pittsburgh, Pennsylvania, as Trustee, (the "Trustee"), pursuant to the Trust Indenture between Tenant and Trustee dated as of June 1, 1989, (the "Indenture") all of the Wharf Revenues as soon as practicable after receipt. In accordance with the terms of the Indenture, fifty (50%) percent of the Wharf Revenues shall be deposited in the City Wharf Revenue Account and the remainder shall be deposited in the Authority Wharf Revenue Account, all as provided in the Indenture. Any amounts deposited in the City Wharf Revenue Account shall not be commingled with other income, revenues, or rentals derived from other properties not subject to this Lease.

2. Tenant shall give written notice to Landlord of the effective date of discharge of its 1985 Indenture.

3. Section 6.2 of the Lease shall be deleted in its entirety and replaced with the following:

Section 6.2 Landlord grants to Tenant the right to make such alterations, changes and additions to the Leased Premises and Equipment from time to time at Tenant's expense as Tenant may deem necessary or convenient for Tenant's purposes, provided that any such changes which will exceed FIVE THOUSAND AND NO/100 (\$5,000.00) DOLLARS in costs shall be subject to Landlord's prior written consent.

4. Attached hereto and made a part hereof is Schedule "A" which was inadvertently not attached to the Lease.

5. Except as amended hereby, the terms and conditions of the Lease shall remain in full force and effect.

WITNESS the due execution hereof by Landlord pursuant to Resolution No. 901 approved on October 9, 1986, effective October 13, 1986, and by Tenant pursuant to Resolution passed November 19, 1986.

ATTEST:

[Handwritten Signature]

(Assistant) Secretary
(SEAL)

TENANT:

PUBLIC PARKING AUTHORITY OF PITTSBURGH

BY *[Handwritten Signature]*

(Vice) Chairman

ATTEST:

[Handwritten Signature]

Mayor's Secretary
(SEAL)

LANDLORD:
CITY OF PITTSBURGH

BY *[Handwritten Signature]*

Mayor

WITNESS:

[Handwritten Signature]

Richard J. Murphy

BY *[Handwritten Signature]*

Director of Finance

Examined by *[Handwritten Signature]*

Assistant City Solicitor

Approved as to form *[Handwritten Signature]*

DEPUTY City Solicitor 9/22/89

Countersigned *[Handwritten Signature]*

DEPUTY City Controller October 18, 1989



28629

APPROVED AS TO FORM:
Dickie, McCamey & Chilcote, P.C.
Solicitors to the Controller
City of Pittsburgh
BY *[Handwritten Signature]*



Approximate

Map Scale: 1 in
Contour Interval

Primary Grid:
Pennsylvania
Coordinate System

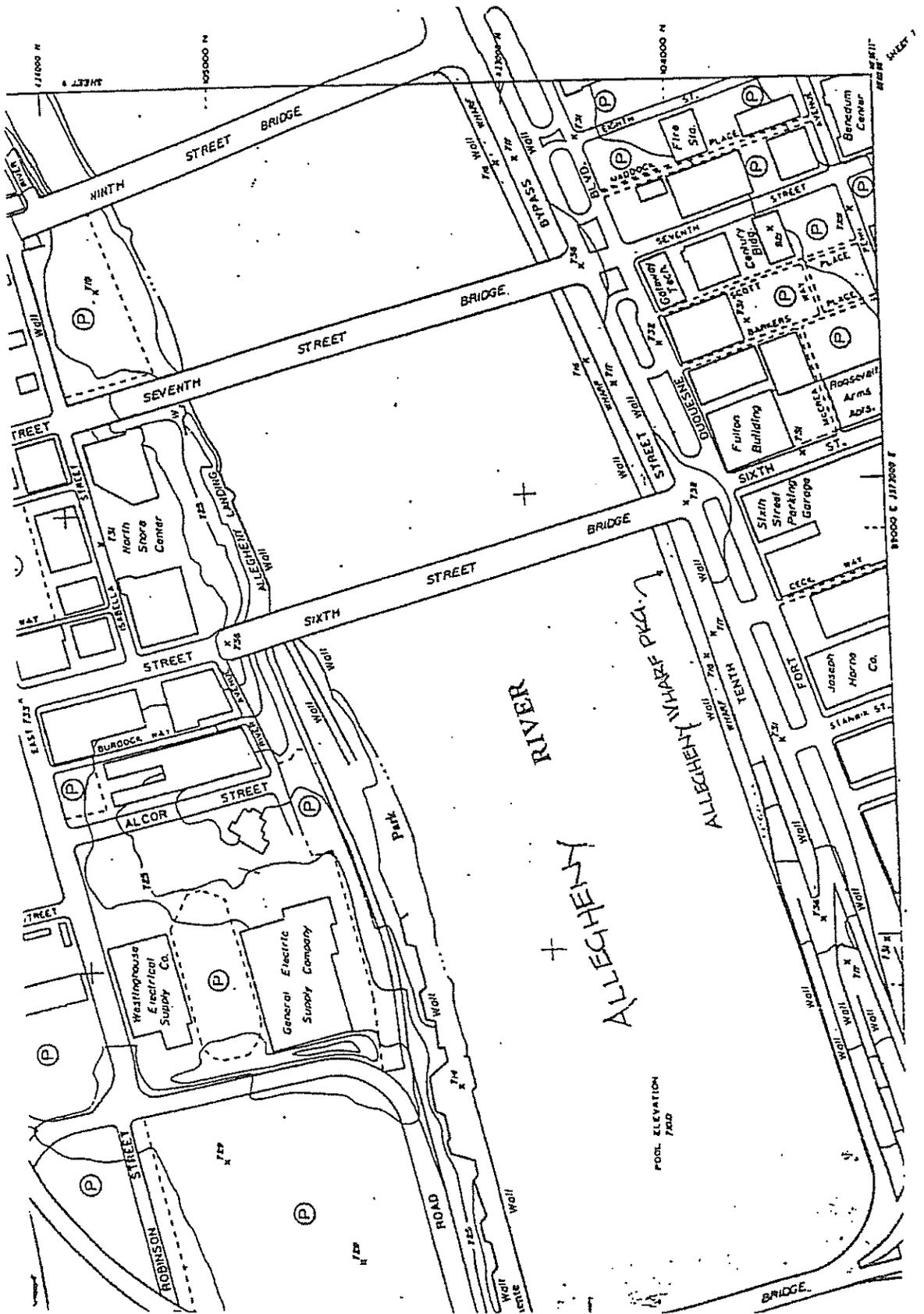
Secondary Grid:
Pittsburgh Plane
Coordinate System

Accuracy: Topography and
contour lines were
photographed in
1942. The approximate
vertical accuracy is
± 1 foot. The horizontal
accuracy is ± 1 foot
at the 90% confidence
level. The accuracy is
not as high as that
of modern methods
because of the
uncertainty in the
position of the
ground control
points. The
accuracy is not
uniform over the
entire area.

Disclaimer: This map is
not to be used as
evidence in any
court of law. It is
provided for
informational
purposes only.

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113	114	115	116	117
72	73	74	75	76
107	108	109	110	111
106	107	108	109	110
104	105	106	107	108
66	67	68	69	70



POOL ELEVATION
7200

AMENDMENT TO

MONONGAHELA AND ALLEGHENY WHARF LEASE

Made as of the _____ day of August, 1992, by and between CITY OF PITTSBURGH (hereinafter called "Landlord"), a municipal corporation, organized and existing under the laws of the Commonwealth of Pennsylvania and a public body corporate and politic with its principal office in the City of Pittsburgh, Allegheny County, Pennsylvania, and PUBLIC PARKING AUTHORITY OF PITTSBURGH (hereinafter called "Tenant"), organized by the City of Pittsburgh pursuant to the Parking Authority Law of Pennsylvania (Act of June 5, 1947, P.L. 458, as amended) and a public body corporate and politic with its principal office in the City of Pittsburgh, Allegheny County, Pennsylvania.

W I T N E S S T H A T:

WHEREAS, as of the 1st day of January, 1987, Landlord and Tenant entered into a Monongahela and Allegheny Wharf Lease (the "Lease"); and

WHEREAS, as of the 1st day of September, 1989, Landlord and Tenant entered into an Amendment to Monongahela and Allegheny Wharf Lease (the "Amendment to Lease"); and

WHEREAS, the Lease and Amendment to Lease are hereinafter sometimes collectively referred to as the "Lease as Amended"; and

WHEREAS, the Lease provides that the Landlord has agreed to permit the Tenant to pledge, on an annual basis, one hundred (100%) percent of the Wharf Revenues, as defined in the Lease, to such of the Tenant's bonds and notes as the Tenant may, in its discretion, decide; and

WHEREAS, pursuant to Section 3.4 of the Lease as Amended, the Tenant is obligated to pay to Mellon Bank, N.A., as Trustee, pursuant to the Trust Indenture between Tenant and Trustee dated as of June 1, 1989 (the "1989 Indenture") all the Wharf Revenues as soon as practicable after receipt; and

WHEREAS, it is anticipated that the Tenant will hereafter issue its Parking System Revenue Bonds, Series 1992A pursuant to a new trust indenture; and

WHEREAS, it is anticipated that Tenant will issue additional bonds during the term of the Lease; and

WHEREAS, Landlord and Tenant desire to amend the terms of the Lease to permit the Tenant to pledge, as provided in the Lease as amended, the Wharf Revenues to the 1992A Bonds of the Tenant which are intended to be issued and to any other subsequently issued bonds and notes which the Tenant may, in its discretion, decide to issue.

NOW, THEREFORE, intending to be legally bound hereby, the parties hereto covenant and agree as follows:

1. Simultaneously with the discharge of the Tenant's 1989 Indenture, Section 3.4 of the Lease as Amended shall be deleted in its entirety and replaced with the following:

Section 3.4 Tenant shall pay over to the Trustee of the Tenant's Parking System Revenue Bonds, Series 1992A, or any subsequent Trustee of any of Tenant's bonds and notes as the Tenant may, in its discretion decide, all of the Wharf Revenues as soon as practicable after receipt. Fifty (50%) percent of the Wharf Revenues shall be

deposited in a City Wharf Revenue Account and the remainder shall be deposited in an Authority Wharf Revenue Account. Any amounts deposited in the City Wharf Revenue Account shall not be commingled with other income, revenues, or rentals derived from other properties not subject to this Lease.

2. Section 3.5 of the Lease as Amended shall be deleted in its entirety and replaced with the following:

Section 3.5 Landlord and Tenant acknowledge and agree that Tenant shall have the right to pledge the amounts deposited in the City Wharf Revenue Account and the Authority Wharf Revenue Account as security for the payment of debt service on its bonds. Landlord and Tenant further acknowledge and agree that notwithstanding the provisions of Section 3.3, so long as the Indenture pursuant to the Parking System Revenue Bonds, Series 1992A or any other Indenture of Tenant which pledges these Wharf Revenue Accounts shall be effective, payment of the rent as therein set forth shall be made only from the City Wharf Revenue Account provided, however, the City Wharf Revenue Account shall be subject to deductions by the Trustee of the Parking System Revenue Bonds, Series 1992A or any other such Indenture for purposes of satisfying the claims of bondholders of Tenant as established by any such Indenture but only after all other revenues pledged as security for any such bonds, excluding City Meter Revenues,

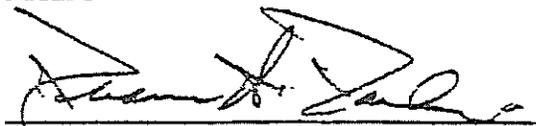
have been so applied and exhausted. Landlord covenants and agrees that it will not take any action with respect to Wharf Revenues which will materially or adversely affect the ability of the Tenant to meet any rate covenants pursuant to any such Indentures. All deductions for such purposes shall be made by the Trustee on or before December 15th of each calendar year. To the extent any funds remain in the City Wharf Revenue Account after such deductions are made, the same shall be paid to the City on or before December 20 of such year and shall constitute payment in full of the rent due hereunder for such year.

3. Tenant shall give written notice to Landlord of the effective date of discharge of its 1989 Indenture.

4. Except as amended hereby, the terms and conditions of the Lease as Amended shall remain in full force and effect.

WITNESS the due execution hereof by Landlord pursuant to Resolution No. 901 approved on October 9, 1986, effective October 13, 1986, and by Tenant pursuant to Resolution passed November 19, 1986.

ATTEST:



(Assistant) Secretary

(SEAL)

TENANT:

PUBLIC PARKING AUTHORITY OF PITTSBURGH

BY 

(Vice) Chairman

ATTEST:

Ben Valent
Deputy Mayor's Secretary
(SEAL)

LANDLORD:
CITY OF PITTSBURGH

BY Mary K Contino
Deputy Mayor

WITNESS:

Madeline Boyle

BY Ben Kelly
Director of Finance

Approved as to form: Mary K Contino
City Solicitor

Countersigned _____
City Controller

M4/1/94
1/1/94
03/1/94

AGREEMENT OF LEASE

This Agreement, executed this 20th day of July 1993 and effective as of January 1, 1994 by and between the City of Pittsburgh, a municipal corporation, acting through its Mayor and its Director of Finance, herein referred to as "Lessor," and the Public Parking Authority of Pittsburgh, a municipal authority created and existing under the laws of the Commonwealth of Pennsylvania, herein called "Lessee."

WITNESSETH:

Whereas, pursuant to a Lease Agreement executed the 9th day of October, 1953, and effective September 29, 1952, Lessor leased to Lessee the subsurface of the property situate in the 2nd Ward of the City of Pittsburgh bounded by William Penn Place, Oliver Avenue, Smithfield Street and Sixth Avenue; and

Whereas, the Lessee has constructed and maintained a public parking garage in the subsurface of the aforesaid property, and

Whereas, the Lessee desires to extend the lease of the subsurface as a public parking garage;

Now, therefore, in consideration of \$1.00, and intending to be legally bound hereby, the parties hereto agree as follows:

1. The Lessor hereby leases to the Lessee for the term of twenty (20) years, commencing on the 1st day of January, 1994, and ending on the 31st day of December, 2013, for the rental hereinafter stated, the aforementioned premises in the City of Pittsburgh, Allegheny County, Pennsylvania:
2. In consideration of the aforesaid lease, Lessee shall pay to the Lessor rental of One Dollar (\$1.00) per year for and during the term of the lease;
3. The lease may be terminated by the City of Pittsburgh on thirty (30) days' notice to the Lessee in the event that the said garage ceases to be used for public parking purposes.
4. Lessee will continue to use the property in accordance with the terms and conditions and subject

to the limitations set out in the Act of the Pennsylvania Legislature of June 5, 1947, P.L. 458, as amended, known as the Parking Authority Law.

5. Lessor shall not be liable for and Lessee agrees to indemnify, save and hold harmless, and defend Lessor from all liens, charges, claims, demands, losses, costs, judgments, liabilities and damages of every kind and nature whatsoever, including court costs and reasonable attorneys' fees, for any injury, loss or damage to persons or property, occurring on or about the Mellon Square Garage.
6. Prior to execution of this Agreement by Lessor, Lessee shall deliver to Lessor certificates of insurance duly executed by the officers or authorized representatives of a responsible and non-assessable insurance company, attached hereto and made a part hereof as Exhibit A evidencing the following coverage and identifying the Lessor as an additional insured, which insurance shall be non-cancellable except upon ten (10) days prior written notice to Lessor:

	Individual Occurrence	Aggregate
General Liability		
Bodily injury, including death	\$500,000	\$1,000,000
Property Damage	\$50,000	\$100,000

The Certificate must indicate an "Occurrence" policy and not a "Claims made" policy. In the event that the period of coverage for any of the above insurance coverage expires during the term of this Agreement, Lessee hereby agrees to procure additional and/or renewal coverage(s), of the kinds and in the amounts listed above, for the balance of the term of this Agreement and to submit the new certificates to Lessor one month in advance of their expiration. All other provisions as set forth above shall apply to any and all such additional and/or renewal insurance coverage.

7. Lessee shall comply with the applicable provisions of the Pittsburgh Code, Title Six-Conduct, Article V-Discrimination, and any amendments thereto. Lessee shall also comply with the applicable provisions of Title I and Title II of the Americans with Disabilities Act, any amendments thereto and any regulations issued thereunder. Lessee shall incorporate in any subcontracts which may be permitted under the terms of this Agreement a requirement that said subcontractors also comply with the provisions of this section.
8. Lessee warrants that it has no contractual agreements to provide goods or services to the Government of the Republic of South Africa, to any corporation of the Republic of South Africa, or to any firm organized or incorporated under the laws of the Republic of South Africa or to any corporation, partnership or limited partnership established under the laws of the Republic of South Africa and controlled by a United States firm.
9. Lessee warrants that it is not prohibited from entering into this Agreement with the Lessor by reason of disqualification under subsection (b) of Section 161.22 of the Pittsburgh Code. An affidavit certifying compliance with this Section is attached hereto as Exhibit B and incorporated into and made a part of this Agreement.
10. This lease, upon execution, shall supersede the Lease between the parties hereto dated September 29, 1952.
11. This agreement is entered into by the City of Pittsburgh pursuant to Resolution No. 40, approved February 9, 1993, and effective February 10, 1993, and on behalf of the Public Parking Authority of Pittsburgh, pursuant to a duly authorized resolution of the Authority Board passed at a regular meeting thereof held on the 7th day of May, 1993.

IN WITNESS THEREOF, the parties have duly executed this Agreement the day and year first above written.

ATTEST:

Nadine Bamilovich

CITY OF PITTSBURGH

BY: Lashie Masloff
MAYOR

WITNESS:

Kristine Boyle

BY: Ken Haylla
Director
Department of Finance

ATTEST:

[Signature]
SECRETARY

PUBLIC PARKING AUTHORITY OF PITTSBURGH

BY: [Signature]
CHAIRMAN

EXAMINED BY:

[Signature]
Assistant City Solicitor

APPROVED AS TO FORM:

[Signature]
City Solicitor

COUNTERSIGNED:

[Signature]
DEPUTY City Controller

#33795

Approved as to form.
Dicke, McCarney & Chucote, P.C.
Solicitor to the Controller,
City of Pittsburgh

BY: [Signature]

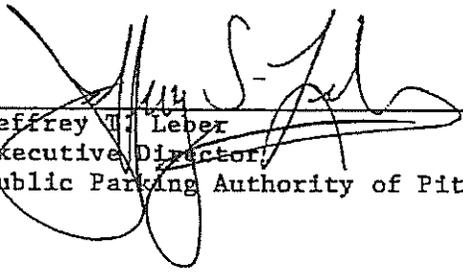


EXHIBIT B

COMMONWEALTH OF PENNSYLVANIA :
COUNTY OF ALLEGHENY : SS.

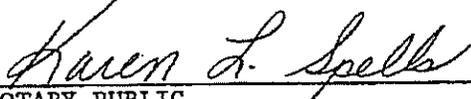
DEBARMENT AFFIDAVIT

BEFORE ME, the undersigned authority, personally appeared JEFFREY T. LEBER, Executive Director of the Public Parking Authority of Pittsburgh, who, being duly sworn according to law, and under penalty of perjury, deposes and says that neither he nor, to the best of his actual knowledge, information or belief, the Public Parking Authority of Pittsburgh or any affiliated individual is prohibited from entering into a Lease with or participating in a City of Pittsburgh contract by reason of disqualification as set forth at Pittsburgh Code §161.22(b).



Jeffrey T. Leber
Executive Director
Public Parking Authority of Pittsburgh

SWORN TO and subscribed before me
this 7th day of May 1993.



NOTARY PUBLIC

(SEAL)

Notarial Seal
Karen L. Spells, Notary Public
Pittsburgh, Allegheny County
My Commission Expires on March 24, 1997

ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY) 12/02/92

PRODUCER
 James L Smith Insurance Inc.
 304 Cochran Road
 Pittsburgh PA 15228-
 Code Sub-Code

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

COMPANY LETTER A	American States Insurance
COMPANY LETTER B	
COMPANY LETTER C	
COMPANY LETTER D	
COMPANY LETTER E	

INSURED
 Public Parking Authority of Pittsburgh
 Alco Parking
 232 Boulevard of the Allies
 Pittsburgh PA 15219-

COVERAGES
 THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO TR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFF DATE	POLICY EXP DATE	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMM GENERAL LIABILITY CLAIMS MADE X OCCUR <input type="checkbox"/> OWNER'S & CONTRCTR'S PROT	01-CC-211704	10/01/92	10/01/93	GENERAL AGGREGATE \$ 1000000 PROD-COMP/OPS AGGREGATE \$ 1000000 PERS & ADVERTISING INJ \$ 1000000 EACH OCCURRENCE \$ 1000000 FIRE DAMAGE (ONE FIRE) \$ 50000 MED EXPENSE (ONE PERSON) \$ 5000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> GARAGE LIABILITY	01-CC-211704	10/01/92	10/01/93	COMBINED SINGLE LIMIT \$ 1000000 BODILY INJURY (PER PERS) \$ BODILY INJURY (PER ACC) \$ PROPERTY DAMAGE \$
A	EXCESS LIABILITY <input checked="" type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM	01-SU-026903	10/01/92	10/01/93	EACH OCCURRENCE \$ 2000000 AGGREGATE \$ 2000000
	WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY				<input type="checkbox"/> STATUTORY LIMITS EACH ACCIDENT \$ DISEASE-POLICY LIMIT \$ DISEASE-EACH EMPLOYEE \$
	OTHER				\$ \$ \$

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS
 Mellon Square Parking Garage

CERTIFICATE HOLDER
 City of Pittsburgh Law Department
 City County Building
 Pittsburgh PA 15219-

CANCELLATION
 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL _____ DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER WANTED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.
 AUTHORIZED REPRESENTATIVE

James L Smith

PITTSBURGH PARKING COURT COOPERATION AGREEMENT

THIS PARKING TICKET COURT COOPERATION AGREEMENT IS MADE AS OF THE 18th day of ~~March~~ ^{May}, 2005 (this "Agreement"), by and among the Public Parking Authority of Pittsburgh, a body corporate and politic organized under the Parking Authority Law of June 19, 2001, P.L. 287, 53 Pa.C.S. Sec. 5501 et seq, as amended and supplemented (the "PPA"); and the City of Pittsburgh, a home rule municipality of the Commonwealth of Pennsylvania (the "City").

WITNESSETH:

WHEREAS, pursuant to Act 237, 2004 enacted into law on December 8, 2004 (the "Act"), 75 Pa.C.S.A. § 6109(H), the enforcement, adjudication, processing and collection of parking tickets issued by the PPA in the City ("Parking Court"), and the automobile booting, towing, and pound functions for vehicles booted by the PPA ("BTP"), were transferred to the PPA (the "Transfer"). Collectively, the Parking Court and BTP functions are referred to hereinafter as the Pittsburgh Parking Court (the "PPC").

WHEREAS, the City, and the PPA desire to formalize, among other things, the Transfer, and the allocation and distribution of the costs and the income related to the PPC between the PPA and the City.

NOW, THEREFORE, THE PARTIES HERETO, intending to be legally bound hereby, agree as follows:

1. DEFINED TERMS. The following terms shall have the meaning in this Agreement as set forth below:

"Annual Budget" Shall be the annual budget, prepared by the PPA on or before August 31st of each year for the PPC, except for 2005, which shall project the annual Costs, Ticket Revenue and Net Revenue for the subsequent year.

"Costs" All costs, expenditures, salaries, commissions or any other expense (including without limitation, reasonable administrative or overhead costs, and police support reimbursement costs) incurred by the PPA in relation to the transfer and operation of the PPC.

"Initial Costs" Shall be those Costs incurred by the PPA prior to the Transfer Date related to the Transfer and the establishment of the PPC, as well as those Costs related to the creation of the interim PPC and the selection of private vendor to facilitate the operation of the PPC, and the transition to the selected vendor.

"Mayor" Shall be the Mayor of the City.

"Net Revenue" Shall be a sum equal to the Ticket Revenue minus the Costs and Initial Costs.

"Ticket" Any parking ticket issued by the PPA, pursuant to the ordinances of the City of Pittsburgh and the laws of the Commonwealth of Pennsylvania.

"Ticket Fund" Shall mean any fund (or account or sub-account of any fund) established by the PPA for the deposit of the Ticket Revenue.

"Ticket Revenue" Shall mean all moneys collected from all fines, fees, penalties and any other revenue related to enforcement of all Tickets, the operation of the PPC.

2. PPC OPERATIONS.

(a) Transfer of PPC. Pursuant to the Act, effective January 1, 2005 (the "Transfer Date") the PPC was transferred to the PPA. Effective as of the Transfer Date, the PPA had the full authority to operate all aspects and functions of the PPC, including without limitation: (i) the processing, enforcement, adjudication of all Tickets issued after the Transfer Date, and the collection of all fines, penalties, fees and costs associated with all said Tickets; and (ii) the booting, towing, and impounding of vehicles that have been booted by the PPA, the operation of a vehicle impoundment facility for PPA booted vehicles, and the collection of all fines, penalties, fees and costs associated with the booting, towing and impoundment of such vehicles.

(b) Ticket Revenues. Effective as of the Transfer Date the City assigned, transferred and set over to the PPA any and all rights to the Ticket Revenue for all Tickets issued after the Transfer Date, subject to the Net Revenue distribution provided for in Section 3(b) herein. The City shall retain the rights and collection function for all uncollected Ticket Revenue for Tickets issued prior to the Transfer Date.

(c) Reservation of Powers. This Agreement shall not limit, impair, diminish or restrict the exercise by the City of the full scope of its police powers related to the regulation of on-street parking. Without limiting the foregoing, the City shall remain responsible for the enactment of parking ordinances and regulations, for the establishment of fees and of fines and penalties for the violation of said ordinances and regulations, provided however, that the City agrees that the fees, fines and penalties shall, at a minimum, reflect the costs of administration of the PPC and that the PPA shall establish reasonable administrative fees for unpaid/delinquent Tickets. The City will review proposals from the PPA for increases in fees and in fines and penalties for the violation of said ordinances and regulations. In the event that the City, without the consent of the PPA; hereafter reduces the fees or the fines and penalties for the violation of said ordinances and regulations (or fails to increase said items if necessary), the PPA shall have the right, with written notice to the Mayor specifying the reduction, at least thirty (30) days beforehand, to reduce operations of the PPC to ensure that the Ticket Revenue will remain sufficient to pay the Costs hereunder.

(d) City Contracts. The Transfer did not include the transfer of any City contracts to the PPA. The PPA will have no responsibility or liability for any City contracts with other entities.

(e) City Equipment. Effective as of the Transfer Date, the City transferred to the PPA the equipment and supplies set forth in Exhibit A (the "Equipment"), attached hereto and made part hereof. With respect to the Equipment, the City represents that no consents were necessary to assign any computer hardware and software Equipment to the PPA, or if consents were necessary, the City will take all steps required to obtain such consents, including the payment of any assignment fees. The City represents that the Equipment is fully owned by the City and no loans, obligations, or other form of indebtedness encumber the Equipment.

(f) Employment. The Transfer did not include the transfer of any City employees to the PPA.

3. REVENUE DISTRIBUTION. The PPA and City hereby agree that the annual Ticket Revenue, based on the fiscal calendar year of October 1 to September 31, shall be distributed in accordance with the following provisions.

(a) Cost Payment. The PPA shall, in its sole discretion, pay all Costs, including the Initial Costs from the Ticket Revenues (Ticket Fund), from time to time, as and when said Costs become due and payable and in a manner which avoids unnecessary increases in the Costs.

(b) Net Revenue Distribution. The annual Net Revenue shall be distributed by the PPA as follows: Net Revenue shall be distributed 90% to the City and 10% to the PPA.

(c) Distribution to City. Except for fiscal year 2005, the PPA shall distribute to the City twenty-five (25%) percent of the City's portion of the Net Revenue (in accordance with Section 3(b) above), at the end of each of the first three fiscal quarters, on the 15th day of the following month or the next business day thereafter, with the final payment of the year adjusted for the actual Ticket Revenue and Costs for the year, according to the following scheme:

(i) In 2005, there shall be three quarterly payments to the City. The first quarterly payment of 2005 shall be made on May 15th, 2005 or the next business day thereafter. The City acknowledges that the 2005 payments of the City's share of the Net Revenue shall be based on the Net Revenue for that particular period. The second 2005 payment to the City shall be made on August 15th or the next business day thereafter. The last payment of 2005 to the City shall be made on December 15th.

(ii) In subsequent years, commencing January 10th, 2006, the first three fiscal quarterly payments shall be made on January 15th, April 15th and July 15th of the year, or the next business day thereafter and shall be based on the estimates set forth in the Annual Budget. The fourth quarterly payment shall be made on December 15th, or the next business day thereafter, and shall be adjusted for the actual Net Revenue for the year.

(iii) In the event that the PPA determines, during any of the first three quarters of any fiscal year other than 2005, that there will be a variance of more than twenty

(20%) percent in the estimates set forth in the Annual Budget, the Annual Budget shall be revised accordingly and the estimated distributions to the City under Section 3(c)(ii) shall be adjusted accordingly. In the unlikely event that there is an overpayment of the City's portion of the Net Revenue distribution during the first three quarterly payments of any fiscal year, which exceeds the amount of the City's fourth quarter payment, the City shall reimburse the PPC the amount of said overpayment in full within fifteen (15) days.

(d) Distribution to PPA. The PPA shall distribute to the PPA the PPA's portion of the Net Revenue on a quarterly basis in accordance with the distribution process as set forth in Section 3(c) above. The PPA hereby agrees with the City that the PPA's portion of the Net Revenue shall be dedicated to capital improvements at PPA owned facilities/properties, with priority given to improving neighborhood properties/facilities owned by the PPA.

4. COMPLIANCE WITH LAWS. The PPA shall fully obey and comply with all applicable laws, ordinances and administrative regulations duly made in accordance therewith, which are applicable to this Agreement.

5. AUTHORIZING RESOLUTIONS. This Agreement is made and executed by the City pursuant to Resolution No. 2004-10, dated June 11, 2004, and by the PPA pursuant to Resolution No. 10., effective March 18, 2005.

6. ENTIRE AGREEMENT / AMENDMENTS. There are no oral agreements between the City and PPA affecting this Agreement, and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the City and PPA with respect to the subject matter of this Agreement. There are no representations between City and PPA other than those contained in this Agreement and all reliance with respect to any representations is solely upon such representations. This Agreement may not be changed, modified, or amended, in whole or in part, except in writing signed by the City and the PPA.

7. ANTI-DISCRIMINATION. The PPA shall conform with all applicable discrimination provisions of the Pittsburgh Code, including those in Title Six, "Conduct", Article V, "Discrimination", and any amendments thereto, and shall incorporate in any contracts or subcontracts under this Agreement a requirement that said contractors or subcontractors also comply with the provisions.

8. CITY / PPA PARKING AGREEMENTS. The City, PPA, and the Equipment Leasing Authority ("ELA") have previously entered into the following agreements: (i) Cooperation Agreement (the "Cooperation Agreement") dated as of February 15, 1995 by and among the PPA, the City and the ELA; (ii) Lease Agreement (the "Mon Wharf Lease") dated as of January 1, 1987 by and between the PPA and the City; (iii) Meter Revenues Agreement (the "Meter Revenues Agreement") dated as of December 18, 1985; and (iv) Amendment Agreement (the "2000 Amendment") dated as of January 1, 2000 (the Cooperation Agreement, Mon Wharf Lease, Meter Revenues Agreement, and 2000 Amendment are sometimes collectively referred to as the "Parking Agreements"). The Parking Agreements and the operations, expenses and revenues derived there under are, and shall remain, separate from the

operation, expenses and revenues of the PPC. Under no circumstances shall the Ticket Revenues be deemed part of or commingled with the "Revenues" (as defined in the Parking Agreements), whereby the Ticket Revenues shall not be subject to any of the bonds, notes, obligations, or other form of indebtedness of the PPA.

9. MISCELLANEOUS.

(a) Notwithstanding anything provided for herein, the PPA has agreed that the PPC will temporarily adjudicate Tickets issued prior to the Transfer Date. The PPA is providing this service to assist the City during the initial transition period. All revenues collected by the PPC pursuant to conducting hearings for Tickets issued prior to the Transfer Date, shall be deemed Ticket Revenue hereunder. Upon the transfer of the PPC operational systems to a private vendor, which is estimated to occur on May 1, 2005, the PPC will not adjudicate Tickets issued prior to the Transfer Date. The PPA shall provide the City with prior written notice of the date that the PPC will no longer adjudicate the Tickets issued prior to the Transfer Date.

(b) This Agreement may be executed in any number of original counterparts. Any such counterpart shall constitute an original of this Agreement, and all such counterparts together shall constitute one fully-executed document.

(c) This Agreement is to be performed in Allegheny County in the Commonwealth of Pennsylvania and the laws of the Commonwealth of Pennsylvania shall govern the validity, constitution and enforcement of this Agreement.

(d) In the event that the Act is rescinded by the Pennsylvania Legislature or deemed invalid by Pennsylvania Court action, the PPC and all future Ticket Revenue shall be transferred by the PPA to the City, whereupon the PPA shall have no further responsibility or liability for the PPC. The PPA will be fully reimbursed out of the Ticket Revenue for the costs associated with said transfer.

10. REPORTS.

Contemporaneously with the fiscal quarterly payments as set forth in Section 3 herein, PPA shall provide the Mayor, City Finance Director, and City Budget Director with detailed financial reports, supported by documentation, indicating:

- (a) The number of Tickets issued;
- (b) The number of Tickets for which payment has been received;
- (c) The Costs paid by PPA, with supporting documentation, including reports of the Initial Costs;
- (d) The Ticket Revenue, indicating the source – fees, fines, penalties or any other revenue source;
- (e) The number of outstanding, uncollected Tickets, fines or penalties; and

(f) The number of vehicles booted, towed and/or impounded.

11. HOME RULE CHARTER: LIABILITY OF CITY. This Agreement is subject to the provisions of the Pittsburgh Home Rule Charter; and the liability of City hereunder is limited to the sum of zero Dollars (\$00.00).

IN WITNESS WHEREOF, the parties have duly executed this Agreement on the day and year first above written.

ATTEST:

Lorana Fischer
Mayor's Assistant Secretary

Colleen Kerner

CITY OF PITTSBURGH

[Signature]
Mayor

By: [Signature]
Director, Department of Finance

Examined by:

Shannon F. Buckley
Assistant City Solicitor

Approved as to form:

[Signature]
City Solicitor

ATTEST:

Karen Spels
Secretary

PUBLIC PARKING
AUTHORITY OF PITTSBURGH

[Signature]
Executive Director

Approved as to form
Rickie, McNamee & Sullivan PC
Solicitor to the Controller,
City of Pittsburgh

[Signature]



[Signature] 5-18-05
ANTHONY J. FONGRA - DEPUTY CONTROLLER
45153

EXHIBIT A

EQUIPMENT

1. Two cashiers registers, which were previously used by the staff at the Pittsburgh Traffic Court.