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PITTSBURGH PUBLIC PARKING FACILITIES SYSTEM  
CONCESSION AND LEASE AGREEMENT

dated as of

\_\_\_\_\_, 2010

by and among

PUBLIC PARKING AUTHORITY OF PITTSBURGH,

CITY OF PITTSBURGH

and

PITTSBURGH PARKING PARTNERS, LLC

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## EXHIBITS

Exhibit A	Parking Facilities System Resolution
Exhibit B	Parking Facilities System Ordinance
Exhibit C	Parking Authority Term Ordinance
Exhibit D	Western Pennsylvania Teamsters and Employers Pension Fund Memorandum of Understanding

**THIS PITTSBURGH PUBLIC PARKING FACILITIES SYSTEM CONCESSION AND LEASE AGREEMENT** (this “Agreement”) is made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2010 by and among 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”); 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”), and Pittsburgh Parking Partners, LLC, (the “Concessionaire”).

#### RECITALS

**WHEREAS**, the Authority owns the Authority Parking Facilities (as herein defined) and the City owns the City Parking Facilities (as herein defined); and

**WHEREAS**, the Authority Parking Facilities and the City Parking Facilities together constitute the assets herein defined as the “Parking Facilities System;” and

**WHEREAS**, the City and the Authority have agreed that, on or prior to the Closing Date (as herein defined) the City will transfer to the Authority all of its interest in the City Parking Facilities, subject to the provisions of the documents that effectuate such transfer; and

**WHEREAS**, the Concessionaire desires to lease the Parking Facilities System from the Authority and to obtain a grant from the Authority of the right to provide Parking Facilities Services (as defined herein) in connection therewith, all as hereinafter provided; and

**WHEREAS**, the Authority desires to lease the Parking Facilities System to the Concessionaire and grant the Concessionaire the right to provide Parking Facilities Services in connection therewith, all as hereinafter provided; and

**WHEREAS**, as declared by Section 5502 of the Parking Authority Law, 53 Pa.C.S. §5502, the Parking Facilities System serves important public purposes of promoting the free circulation of traffic in the City, reducing congestion, protecting property values by promoting continued access to businesses and other properties, promoting the public health, safety, convenience and welfare; and

**WHEREAS**, the Authority is authorized by Section 5505(c) and (d) of the Parking Authority Law, 53 Pa.C.S. §5505(c) and (d), to enter into this Agreement providing for the lease of the Parking Facilities System, and the grant to the Concessionaire of the right to the right to operate the Parking Facilities System in order to provide Parking Facilities Services, subject to the terms hereof; and

**WHEREAS**, pursuant to, and under the terms and conditions of that certain resolution adopted by the Board of Directors of the Authority on \_\_\_\_\_, 2010 and attached hereto as Exhibit A (the “Parking Facilities System Resolution”), the Authority is authorized to enter into this Agreement and the Transaction (as herein defined); and



**WHEREAS**, pursuant to the City of Pittsburgh Home Rule Charter and that certain ordinance adopted by the City Council of the City on \_\_\_\_\_, 2010 and attached hereto as Exhibit B (the “Parking Facilities System Ordinance”), the City is authorized to enter into this Agreement and the Transaction (as herein defined); and

**WHEREAS**, pursuant to the Parking Authority Law, and that certain ordinance adopted by the City Council of the City on \_\_\_\_\_, 2010 and attached hereto as Exhibit C (the “Parking Authority Term Ordinance”), the term of the Authority has been extended for a period of fifty (50) years from the date of such Ordinance; and

**WHEREAS**, the Authority and City have determined that the terms and conditions of this Agreement assure that the Parking Facilities System will continue to be operated, and the Parking Facilities Services will be provided, in a manner that benefits the public and fulfills the public purposes of the Parking Facilities System, and that such public benefits and public purposes will be preserved by, among others, (1) requirements that the Parking Facilities System be maintained, and the Parking Facilities Services be performed, in accordance with the Operating Standards; (2) requirements for preservation of a required percentage of spaces for transient parking; and (3) reservation by the Authority and City of the Reserved Powers, including the Authority’s powers to establish and fix the Schedule of Parking Rates as provided in Article 7;

**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 Authority, the City and the Concessionaire covenant and agree as follows:

## ARTICLE 1 DEFINITIONS AND INTERPRETATION

Section 1.1. **Definitions.** Unless otherwise specified or the context otherwise requires, for the purposes of this Agreement the following terms have the following meanings:

“AAA” means the American Arbitration Association.

“AAA Rules” means the Commercial Arbitration Rules of the AAA.

“AA-Compensation” has the meaning ascribed thereto in Section 14.1(b).

“AA-Dispute Notice” has the meaning ascribed thereto in Section 14.1(c).

“AA-Notice” has the meaning ascribed thereto in Section 14.1(c).

“AA-Preliminary Notice” has the meaning ascribed thereto in Section 14.1(c).

“Additional Coverages” has the meaning ascribed thereto in Section 13.2(1).

“Adjusted for Inflation” means adjusted by the percentage increase, if any, or decrease, if any, in the Index during the applicable adjustment period.

“Adverse Action” has the meaning ascribed thereto in Section 14.1.

“Affected Property” means any public or private property, including a park, highway, street, road, roadway, railroad, rail or other transit way, mechanical room, tunnel, storage room or elevator and any ancillary facilities related to any of the foregoing, under the jurisdiction and control of the City, the Authority, any other Governmental Authority or any other Person (including any private road) that is located above, within the boundaries of, intersects with, crosses over or under or is adjacent to the Parking Facilities System or any part thereof.

“Affiliate”, when used to indicate a relationship with a specified Person, means a Person that, directly or indirectly, through one or more intermediaries has a 10% or more voting or economic interest in such specified Person or controls, is controlled by or is under common control with (which shall include, with respect to a managed fund or trust, the right to direct or cause the direction of the management and policies of such managed fund or trust as manager, advisor, supervisor, sponsor or trustee pursuant to relevant contractual arrangements) such specified Person, and a Person shall be deemed to be controlled by another Person, if controlled in any manner whatsoever that results in control in fact by that other Person (or that other Person and any Person or Persons with whom that other Person is acting jointly or in concert), whether directly or indirectly and whether through share ownership, a trust, a contract or otherwise (for purposes of this definition, a managed fund or trust shall be deemed to be an Affiliate of the Person managing, supervising, sponsoring or advising such fund or trust and a limited partner in a managed fund or trust shall be deemed to be an Affiliate of such fund or trust and of the Person managing, supervising, sponsoring or advising such fund or trust).

“Agreement” has the meaning ascribed thereto in the preamble to this Agreement (including all schedules referred to herein), as amended from time to time in accordance with the terms hereof.

“Allowable Service Concession” has the meaning set forth in Section 3.20(a).

“Approval”, “Approved”, “Approves”, “Approved by the Authority” and similar expressions mean approved or consented to by the Authority in accordance with the provisions of Section 1.15.

“Approval Criteria” has the meaning set forth in Section 6.2.

“Arbitration Act” means the Pennsylvania Judicial Code, 42 Pa.C.S. §§ 7301-7320.

“Assignment and Assumption Agreement” has the meaning ascribed thereto in Section 18.9.

“Assumed Liabilities” has the meaning ascribed thereto in Section 3.2(c).

“Audit” and similar expressions mean, with respect to any matter or thing relating to the Parking Facilities System, the Parking Facilities System Operations or this Agreement, the performance by or on behalf of the Authority of such reviews, investigations, inspections and audits relating to such matter or thing as the Authority may reasonably determine to be necessary in the circumstances, conducted in each case in accordance with applicable United States industry accepted practices, if any, or as required by Law.

“Authority” has the meaning ascribed thereto in the preamble to this Agreement.

“Authority Default” has the meaning ascribed thereto in Section 16.2(a).

“Authority Parking Facilities” means the following Parking Garages, which are more particularly described in Part 1 of Schedule 1 attached hereto and the Parking Lots more particularly described in Part 1 of Schedule 1: Fort Duquesne and Sixth Garage, Oliver Garage, Third Avenue Garage, Wood-Allies Garage, First Avenue Garage, Ninth and Penn Garage, Smithfield Liberty Garage, Grant Street Transportation Center, Forbes Semple Garage and Shadyside Garage.

“Authority’s Option” has the meaning ascribed thereto in Section 18.8(a).

“Authorization” means any approval, certificate of approval, authorization, consent, waiver, variance, exemption, declaratory order, exception, license, filing, registration, permit, notarization or other requirement of any Person that applies to the Parking Facilities System or is reasonably required from time to time for the Parking Facilities System Operations.

“Bank Rate” means the 3-Month London Interbank Offered Rate (LIBOR) (or any successor rate thereto) as reported in *The Wall Street Journal* (or its successors).

“Bid Date” means September 15, 2010.

“Board” means the Board of Directors of the Authority.

“Breakage Costs” means any breakage costs, make-whole premium payments, termination payments or other prepayment amounts (including debt premiums) that are required to be paid by the Concessionaire with respect to Leasehold Mortgage Debt as a result of the early repayment of such Leasehold Mortgage prior to its scheduled maturity date.

“Business Day” means any day that is neither a Saturday, a Sunday nor a day observed as a holiday by either the Commonwealth of Pennsylvania or the United States government.

“Cash Deposit” has the meaning ascribed thereto in Section 2.3(a).

“Casualty Cost” has the meaning ascribed thereto in Section 13.3(a).

“CE-Dispute Notice” has the meaning ascribed thereto in Section 15.3(c).

“CE-Notice” has the meaning ascribed thereto in Section 15.3(a).

“CE-Preliminary Notice” has the meaning ascribed thereto in Section 15.3(a).

“Chair” means the Chair of the Board of the Authority, or other Authority official to whom the Board shall have delegated authority with respect to this Agreement.

“Change in Control” means, with respect to any Person, whether accomplished through a single transaction or a series of related or unrelated transactions and whether accomplished directly or indirectly, either (i) a change in ownership so that 50% or more of the direct or indirect voting or economic interests in such Person is transferred to a Person or group of Persons acting in concert, (ii) the power directly or indirectly to direct or cause the direction of management and policy of such Person, whether through ownership of voting securities, by contract, management agreement, or common directors, officers or trustees or otherwise, is transferred to a Person or group of Persons acting in concert or (iii) the merger, consolidation, amalgamation, business combination or sale of substantially all of the assets of such Person to the extent that, as a result of such merger, consolidation, amalgamation, business combination or sale, the circumstances described in either clause (i) or (ii) above are satisfied; *provided, however*, that notwithstanding anything to the contrary set forth in this definition, (A) clauses (i) and (ii) above shall apply to transactions in shares of a publicly traded company or other transactions involving a publicly traded company only if they cause such company to no longer be a publicly traded company, (B) Transfers of direct or indirect ownership interests in the Concessionaire or the Operator (as applicable) between or among Persons that are Affiliates (including funds or similar entities managed by such Persons) shall not constitute a “Change in Control” for the purposes of this Agreement, (C) Transfers of shares of the Concessionaire or its direct or indirect parent pursuant to an initial public offering on the New York Stock Exchange, NASDAQ, London Stock Exchange or comparable securities exchange shall not constitute a “Change in Control,” and (D) Transfers of direct or indirect ownership interest in the Concessionaire by any Equity Participant or its beneficial owner(s) to any Person shall not constitute a “Change in Control” so long as the Equity Participants or their beneficial owner(s) having, in the aggregate, more than 50% direct or indirect ownership interest in the Concessionaire as of the date of this Agreement retain, in the aggregate, more than 50% of the rights to elect directors, officers and managers of the Concessionaire.

“City” has the meaning ascribed thereto in the preamble to this Agreement.

“City Council” means the City Council of the City.

“City Default” has the meaning ascribed thereto in Section 16.2(b).

“City Parking Facilities” means the Mellon Square Parking Garage and the Parking Lots, which are more particularly described in Part 2 of Schedule 1.

“Claim” means any demand, action, cause of action, suit, proceeding, arbitration, claim, judgment or settlement or compromise relating thereto which may give rise to a right to indemnification under Section 12.1 or 12.2.

“Closing” has the meaning ascribed thereto in Section 2.2(a).

“Closing Date” has the meaning ascribed thereto in Section 2.2(a).

“Closing LOC” has the meaning ascribed thereto in Section 2.3(a).

“Comparable Public Parking Garage” means, with respect to a Parking Garage, a parking garage (whether publicly or privately owned) that is located in a business or commercial district of a city, is open to the general public and is reasonably comparable to the Parking Garage in terms of physical structure, capacity, utilization and the nature of the services provided.

“Compensation Event” means any Competing Parking Action, the Concessionaire’s compliance with or the implementation of any Directive or any modified or changed Operating Standard subject to Section 6.3(b), the reduction of the Schedule of Parking Rates to the extent provided in Section 7.1(g), the imposition of a parking tax at a rate exceeding forty percent (40%) as provided in Section 3.10(b), insufficient enforcement as provided in Section 7.4, the occurrence of an Adverse Action or the occurrence of any other event that under the terms of this Agreement requires the payment of Concession Compensation.

“Competing Parking Action” means (i) the construction, acquisition or operation of a public parking garage, public parking lot or other public parking facility within the Competing Parking Area by or on behalf of the City, the Authority, the Urban Redevelopment Authority of Pittsburgh or any other governmental instrumentality that is created after the Bid Date with a majority of its governing body appointed by the Government Parties that was not in operation as a public parking garage, public parking lot or public parking facility on the date of this Agreement other than (A) any such public parking garage, public parking lot or public parking facility located at, or designed and used primarily for providing parking for motor vehicles in connection with the regular operations of new public buildings and facilities including, but not limited to, any courthouse, correctional facility, police station, fire station, administrative building, public school, public library, public park or recreational facility, public hospital or similar government building (a “Government Party Permitted Project”); and (B) any URA Permitted Project; (ii) the operation by either Government Party or any Person of a Parking Lot reverted to the Authority pursuant to Section 3.19 as a public parking garage, public parking lot or other public parking facility or (iii) a Government Party Permitted Project within the Competing Parking Area or a URA Permitted Project within the Competing Parking Area to the extent that parking rates for general public parking at such Government Party Permitted Project or URA Permitted Project are less than the parking rates charged at the nearest Parking Garage or Parking Lot.

“Competing Parking Area” means that portion of the City of Pittsburgh within the boundary of the area demarcated in the Competing Parking Area Map attached hereto as Schedule 14.

“Concession Compensation” means compensation payable by the Authority to the Concessionaire in order to restore the Concessionaire to the same economic position the

Concessionaire would have enjoyed if the applicable Compensation Event had not occurred, which compensation shall be equal to the sum of (i) all Losses (including increased operating, financing, capital and maintenance costs but excluding any costs and expenses that the Concessionaire would otherwise expend or incur in order to comply with this Agreement or in the ordinary course of the performance of the Parking Facilities System Operations or the carrying on of business in the ordinary course) that are reasonably attributable to such Compensation Event plus (ii) the actual and estimated net losses of the Concessionaire's present and future Parking Fee Revenues and Other Concessionaire Revenues that are reasonably attributable to such Compensation Event; *provided, however*, that, unless otherwise specified in this Agreement, any claim for Concession Compensation shall be made within 90 days of the date that the Concessionaire first became aware of such Compensation Event. Any Concession Compensation payable with respect to Losses or lost Parking Fee Revenues or Other Concessionaire Revenues that will occur in the future shall be payable at the time such Compensation Event occurs based on a reasonable determination of the net present value of the impact of such Compensation Event (i) over a period of three years in the case of a Compensation Event described in Section 3.10(b) or Section 7.4, *provided* that subsequent claims may be made based upon facts and circumstances existing at the expiration of such three year period and (ii) over the remainder of the Term in the case of any other Compensation Event. If the Concessionaire is required to provide its own capital with respect to compliance with or implementation of an Authority Directive or a modified or changed Operating Standard (other than a modified Operating Standard described in Section 6.3(a)) or any other Compensation Event, then the Concession Compensation, shall, in addition to the components described above, take into account the actual cost to the Concessionaire of such capital and include a then applicable market-based rate of return thereon (which market-based rate of return shall be reasonably commensurate with then-prevailing rates of return for similar assets and similar or analogous financings in the parking industry). For purposes of the preceding sentence, the market-based rate of return shall be initially proposed in writing by the Concessionaire to the Authority. The Authority may, in accordance with the provisions of Article 19, dispute that such market-based rate of return proposed by the Concessionaire is reasonably commensurate with then-prevailing rates of return for similar assets and similar or analogous financings in the parking industry.

"Concession Regulation Plan" has the meaning ascribed thereto in Section 3.20(d).

"Concessionaire" has the meaning ascribed thereto in the preamble to this Agreement.

"Concessionaire Default" has the meaning ascribed thereto in Section 16.1(a).

"Concessionaire-Dispute Notice" has the meaning ascribed thereto Section 3.18(d)(i).

"Concessionaire Interest" means the interest of the Concessionaire in the Parking Facilities System created by this Agreement and the rights and obligations of the Concessionaire under this Agreement (including the interest described in Section 2.1(b)).

“Concessionaire Request” means a written request in respect of the Parking Facilities System prepared by or on behalf of the Concessionaire and addressed to the Authority seeking to make a fundamental change in the dimensions, character, quality or location of any part of the Parking Facilities System; *provided, however*, that a Concessionaire Request need not be submitted in connection with operations, maintenance, repair or overhaul of the Parking Facilities System in the ordinary course or any other aspects of Parking Facilities System Operations permitted or reserved to the Concessionaire under this Agreement, including any modification or change to the Operating Standards pursuant to Section 6.2.

“Consent” means any approval, consent, ratification, waiver, exemption, franchise, license, permit, novation, certificate of occupancy or other authorization, of any Person, including any Consent issued, granted, given, or otherwise made available by or under the authority of any Governmental Authority or pursuant to any applicable Law.

“Consideration” has the meaning ascribed thereto in Section 2.1.

“Construction Contract” means any construction contract entered into by the Concessionaire related to the Parking Facilities System (or subcontracts thereunder).

“Contractor” means, with respect to a Person, any contractor with whom such Person contracts to perform work or supply materials or labor in relation to the Parking Facilities System, including any subcontractor of any tier, supplier or materialman directly or indirectly employed pursuant to a subcontract with a Contractor. For the avoidance of doubt, the Operator shall be a Contractor of the Concessionaire.

“Core Area Parking Facilities” means the Fort Duquesne and Sixth Garage, Oliver Garage, Third Avenue Garage, Wood-Allies Garage, Ninth and Penn Garage, Smithfield Liberty Garage, Forbes Semple Garage and Mellon Square Garage.

“Day” or “day” means a calendar day, beginning at 12:01 a.m., in the eastern time zone of the United States coinciding with the calendar day.

“Defending Party” has the meaning ascribed thereto in Section 12.4(c).

“Delay Event” means (i) an event of Force Majeure, (ii) a failure to obtain, or delay in obtaining, any Authorization from a Governmental Authority (*provided* that such failure or delay could not have been reasonably prevented by technical and scheduling or other reasonable measures of the Concessionaire), (iii) the enactment of a new Law or the modification, amendment or change in enforcement or interpretation of a Law (including a change in the application thereof by any Governmental Authority) arising after the Bid Date, (iv) a delay caused by the performance of works (including the activities authorized by Section 3.7) carried out by a Governmental Authority or any utility or railway operator or Person not acting under the authority or direction of, or pursuant to a contract, sublease or any other agreement or arrangement with the Concessionaire or the Operator, (v) a delay caused by a failure by the City or the Authority to perform or observe any of their covenants or obligations under this Agreement or (vi) a delay caused by the presence in, on, under or around the Parking Facilities System of Hazardous Substances,

which in each case results in or would result in a delay or interruption in the performance by the Concessionaire of any obligation under this Agreement; except to the extent that the consequences of such delay or the cause thereof is specifically dealt with in this Agreement or arises by reason of (A) the negligence or intentional misconduct of the Concessionaire or its Representatives, (B) any act or omission by the Concessionaire or its Representatives in breach of the provisions of this Agreement or (C) lack or insufficiency of funds or failure to make payment of monies or provide required security on the part of the Concessionaire (*provided* that this exception does not apply to those circumstances contemplated by Section 5.1). For the avoidance of doubt, a Delay Event shall not include any of the exceptions listed in clauses (i) through (iv) of the definition of Force Majeure.

“Delay Event Dispute Notice” has the meaning ascribed thereto in Section 15.1(e).

“Delay Event Notice” has the meaning ascribed thereto in Section 15.1(e).

“Delay Event Remedy” has the meaning ascribed thereto in Section 15.1(d).

“Depository” means a savings bank, a savings and loan association or a commercial bank or trust company which would qualify as an Institutional Lender, designated by the Concessionaire, that enters into an agreement with the Concessionaire to serve as depository pursuant to this Agreement, *provided* that such Depository shall have an office, branch, agency or representative located in the City of Pittsburgh; *provided, however*, that so long as a Leasehold Mortgage is in effect, the Depository under Section 13.3 shall be the institution acting as the collateral agent or depository under the financing secured by such Leasehold Mortgage.

“Designated Senior Person” means such individual who is designated as such from time to time by each Party for the purposes of Article 19 by written notice to the other Parties.

“Direct Claim” means any Claim by an Indemnified Party against an Indemnifier that does not result from a Third Party Claim.

“Directive” means a written order or directive prepared by or on behalf of the Authority directing the Concessionaire, to the extent permitted hereby, to (i) add or perform work in respect of the Parking Facilities System in addition to that provided for in this Agreement, or (ii) change the dimensions, character, quantity, quality, description, location or position of any part of the Parking Facilities System or the Parking Facilities System Operations or make other changes to the Parking Facilities System or the Parking Facilities System Operations; *provided, however*, that no such order or directive may in any event order or direct the Concessionaire to do any act that could reasonably be expected to violate any applicable Law or cause the Concessionaire to fail to be in compliance with this Agreement.

“Determination” has the meaning ascribed thereto in Section 19.4(b).



“Document” has the meaning ascribed thereto in Section 1.15(c).

“Early Reversion Date” means, with respect to a particular Parking Lot, the date established by the Authority for the termination of the Concessionaire Interest with respect to such Parking Lot.

“Eligible Investments” means any one or more of the following obligations or securities: (i) direct obligations of, and obligations fully guaranteed by, the United States of America or any agency or instrumentality of the United States of America, the obligations of which are backed by the full faith and credit of the United States of America; (ii) demand or time deposits, federal funds or bankers’ acceptances issued by any Institutional Lender (*provided* that the commercial paper or the short-term deposit rating or the long-term unsecured debt obligations or deposits of such Institutional Lender at the time of such investment or contractual commitment providing for such investment have been rated by a Rating Agency “A” (or the equivalent if confirmed by such Rating Agency) or higher or any other demand or time deposit or certificate of deposit fully insured by the Federal Deposit Insurance Corporation); (iii) commercial paper (including both non-interest-bearing discount obligations and interest-bearing obligations payable on demand or on a specified date not more than one year after the date of issuance thereof) which has been rated by a Rating Agency “A” (or the equivalent if confirmed by such Rating Agency) or higher at the time of such investment; (iv) any money market funds, the investments of which consist of cash and obligations fully guaranteed by the United States of America or any agency or instrumentality of the United States of America, the obligations of which are backed by the full faith and credit of the United States of America and which have been rated by a Rating Agency “A” (or the equivalent if confirmed by such Rating Agency) or higher; and (v) other investments then customarily accepted by the Authority in similar circumstances; *provided, however*, that no instrument or security shall be an Eligible Investment if such instrument or security evidences a right to receive only interest payments with respect to the obligations underlying such instrument or if such security provides for payment of both principal and interest with a yield to maturity in excess of 120% of the yield to maturity at par.

“Encumbrance” means any mortgage, lien, judgment, execution, pledge, charge, security interest, restriction, easement, servitude, option, reservation, lease, claim, trust, deemed trust or encumbrance of any nature whatsoever, whether arising by operation of Law, judicial process, contract, agreement or otherwise created.

“End Date” means the date on which this Agreement expires or is terminated.

“Enforcement Standards” means the standards for parking enforcement set forth in Schedule 15.

“Engineering Firm” means an independent firm of professional engineers with a favorable national reputation for skill and experience in the design, construction, reconstruction, maintenance and repair of public parking garages appointed by the Concessionaire and Approved by the Authority.

“Environment” means soil, surface waters, ground waters, land, stream sediments, flora, fauna, surface or subsurface strata and ambient air.

“Environmental Laws” means any Laws applicable to the Parking Facilities System or the Parking Facilities Services regulating or imposing liability or standards of conduct concerning or relating to (i) the protection of human health or the Environment, (ii) the regulation, use or exposure to Hazardous Substances or (iii) the construction, repair or rehabilitation of the Authority Parking Facilities and the City Parking Facilities.

“Equity Participant” means any Person who holds any shares of capital stock, units, partnership or membership interests, other equity interests or equity securities of the Concessionaire.

“Escrow Agent” means a bank, trust company or national banking association selected by the Authority to hold the Cash Deposit.

“Excluded Liabilities” has the meaning ascribed thereto in Section 3.2(c)(ii).

“Force Majeure” means any event beyond the reasonable control of the Concessionaire that delays, interrupts or limits the performance of the Concessionaire’s obligations hereunder or the Concessionaire’s use and occupancy of the Parking Facilities System, including an intervening act of God or public enemy, war, invasion, armed conflict, act of foreign enemy, blockade, revolution, act of terror, sabotage, civil commotions, interference by civil or military authorities, condemnation or confiscation of property or equipment by any Governmental Authority, nuclear or other explosion, radioactive or chemical contamination or ionizing radiation, fire, tornado, flooding, earthquake or other natural disaster, riot or other public disorder, epidemic, quarantine restriction, strike, labor dispute or other labor protest, stop-work order or injunction issued by a Governmental Authority, governmental embargo, except to the extent that the consequence of such event is otherwise specifically dealt with in this Agreement or arises by reason of (i) the negligence or intentional misconduct of the Concessionaire or its Representatives, (ii) any act or omission by the Concessionaire or its Representatives in breach of the provisions of this Agreement, (iii) lack or insufficiency of funds or failure to make payment of monies or provide required security on the part of the Concessionaire (*provided* that this exception does not apply to those circumstances contemplated by Section 5.1) or (iv) any strike, labor dispute or other labor protest involving any Person retained, employed or hired by the Concessionaire or its Representatives to supply materials or services for or in connection with the Parking Facilities System Operations or any strike, labor dispute or labor protest pertaining to the Concessionaire that is not of general application that is caused by or attributable to any act (including any pricing or other practice or method of operation) or omission of the Concessionaire or its Representatives.

“Government Agreement” has the meaning ascribed thereto in Section 3.12.

“Government Parties” means the City and the Authority.

“Government Party” means the City or the Authority.

“Governmental Authority” means any court, federal, state, local or foreign government, department, commission, board, bureau, agency or other regulatory, administrative, governmental or quasi-governmental authority.

“Hazardous Substance” means any solid, liquid, gas, odor, heat, sound, vibration, radiation or other substance or emission which is a contaminant, pollutant, dangerous substance, toxic substance, hazardous waste, subject waste, hazardous material or hazardous substance which is or becomes regulated by applicable Environmental Laws or which is classified as hazardous or toxic under applicable Environmental Laws (including gasoline, diesel fuel or other petroleum hydrocarbons, polychlorinated biphenyls, asbestos and urea formaldehyde foam insulation).

“Indemnified Party” means any Person entitled to indemnification under this Agreement.

“Indemnifier” means any Party obligated to provide indemnification under this Agreement.

“Indemnity Payment” has the meaning ascribed thereto in Section 12.7.

“Index” means the “Consumer Price Index – U.S. City Averages for all Urban Consumers, All Items Index” – (not seasonally adjusted) as published by the U.S. Department of Labor, Bureau of Labor Statistics; *provided, however*, that if the Index is changed so that the base year of the Index changes, the Index shall be converted in accordance with the conversion factor published by the U.S. Department of Labor, Bureau of Labor Statistics; *provided further* that if the Index is discontinued or revised during the Term, such other index or computation with which it is replaced shall be used in order to obtain substantially the same result as would be obtained if the Index had not been discontinued or revised.

“Information” means any and all information relating to the Parking Facilities System Operations, including (i) income statements, balance sheets, statements of cash flow and changes in financial position, details regarding Parking Fee Revenues and Other Concession Revenues, operating income, expenses, capital expenditures and budgeted operating results relating to the Parking Facilities System Operations, (ii) all certificates, correspondence, data (including test data), documents, facts, files, information, investigations, materials, notices, plans, projections, records, reports, requests, samples, schedules, statements, studies, surveys, tests, test results, parking information (including volume counts, classification counts, and vehicle jurisdiction data) analyzed, categorized, characterized, created, collected, generated, maintained, processed, produced, prepared, provided, recorded, stored or used by the Parking Facilities System, the Concessionaire or any of its Representatives in connection with the Parking Facilities System or the Parking Facilities System Operations and (iii) proper, complete and accurate books, records, accounts and documents of the Concessionaire relating to the Parking Facilities System Operations, including any Information that is stored electronically or on computer-related media; *provided, however*, that nothing in this Agreement shall require the disclosure by any Party of Information that is protected by attorney-client or other

legal privilege based upon an opinion of counsel reasonably satisfactory to the other Parties or acquired by a Party subject to a confidentiality agreement.

“Initial Schedule of Parking Rates” means the schedule of rates and charges for Parking Facilities Services set forth in Schedule 3.

“Institutional Lender” means (a) the United States of America, any state thereof or any agency or instrumentality of either of them, any municipal agency, public benefit corporation or public authority, advancing or insuring mortgage loans or making payments which, in any manner, assist in the financing, development, operation and maintenance of projects, (b) any (i) savings bank, savings and loan association, commercial bank, trust company (whether acting individually or in a fiduciary capacity) or insurance company organized and existing under the laws of the United States of America or any state thereof, (ii) foreign insurance company or commercial bank qualified to do business as an insurer or commercial bank as applicable under the laws of the United States (if such qualification is necessary in connection with the acquisition of Leasehold Mortgage Debt), (iii) pension fund, foundation or university or college or other endowment fund, or (iv) investment bank, pension advisory firm, mutual fund, investment company or money management firm, (c) any “qualified institutional buyer” under Rule 144(A) under the Securities Act or any other similar Law hereinafter enacted that defines a similar category of investors by substantially similar terms or (d) any other financial institution or entity designated by the Concessionaire and Approved by the Authority (*provided* that such institution or entity, in its activity under this Agreement, shall be acceptable under then current guidelines and practices of the Authority); *provided, however*, that each such entity (other than entities described in clause (c) of this definition) or combination of such entities if the Institutional Lender shall be a combination of such entities shall have individual or combined assets, as the case may be, of not less than \$200,000,000, which shall include, in the case of an investment or advisory firm, assets controlled by it or under management.

“Law” means any order, writ, injunction, decree, judgment, law, ordinance, decision, principle of common law, opinion, ruling, policy, statute, code, rule or regulation of any Governmental Authority.

“Lease Commitment Limit” has the meaning ascribed thereto in Section 3.18(c).

“Lease Year” means (i) if the Closing Date occurs on the first day of a calendar month, the 12-month period beginning on the Closing Date or (ii) if the Closing Date does not occur on the first day of a calendar month, the period from the Closing Date through the end of the calendar month in which the Closing Date occurred and the next succeeding 12-month period and, in either case of clause (i) or (ii), each succeeding 12-month period and in any case ending on the End Date.

“Leasehold Mortgage” means any lease, indenture, mortgage, deed of trust, pledge or other security agreement or arrangement, including a securitization transaction with respect to Parking Fee Revenues and Other Concessionaire Revenues, encumbering any or all of the Concessionaire Interest or the shares or equity interests in the capital of the Concessionaire and any of its subsidiaries and any cash reserves or deposits held in

the name of the Concessionaire, in each case that satisfies all of the conditions in Section 18.1.

“Leasehold Mortgage Debt” means any bona fide debt (including principal, accrued interest and customary lender or financial insurer, agent and trustee fees, costs, premiums, expenses and reimbursement obligations with respect thereto, and including all payment obligations under interest rate hedging agreements with respect thereto and reimbursement obligations with respect thereto to any financial insurer) and/or an assignment in connection with a securitization transaction secured by a Leasehold Mortgage relating to the Parking Facilities System and granted to a Person pursuant to an agreement entered into prior to the occurrence of any Adverse Action, Authority Default, City Default or any event of termination, cancellation, rescinding or voiding referred to in Section 16.5 giving rise to the payment of amounts for or in respect of termination under this Agreement. For the purposes of determining Parking Facilities System Concession Value, Leasehold Mortgage Debt shall not include (i) debt from an Affiliate of the Concessionaire or the Operator, unless such debt is on terms consistent with terms that would reasonably be expected from a non-Affiliate lender acting in good faith; (ii) any increase in debt to the extent such increase is the result of an agreement or other arrangement entered into after the Concessionaire was aware (or should have been aware, using reasonable due diligence) of the prospective occurrence of an event giving rise to the payment of the Parking Facilities System Concession Value; or (iii) any debt with respect to which the Leasehold Mortgagee did not provide the Authority with notice of its Leasehold Mortgage in accordance in all material respects with the Leasehold Mortgagee Notice Requirements. Notwithstanding anything to the contrary set forth in this definition, except with respect to debt incurred or committed on or prior to the first anniversary of the Closing Date, all of which incurred or committed debt shall be deemed to be Leasehold Mortgage Debt, Leasehold Mortgage Debt shall not include any new debt incurred or committed following the first anniversary of the Closing Date (it being understood and agreed by the Parties that any capitalization of interest or accretion of principal or other committed increases on any debt incurred or committed on or prior to the first anniversary of the Closing Date shall not constitute new debt) unless (A) the Concessionaire has provided the Authority with a written appraisal (at the Concessionaire’s expense and by an independent third party appraiser described under “Parking Facilities System Concession Value”) of the fair market value of the Concessionaire Interest at the time of the incurrence or commitment of such new debt, and (B) such appraisal confirms the aggregate amount of Leasehold Mortgage Debt after giving effect to the incurrence or commitment of any such new debt is not in excess of 80% of the fair market value of the Concessionaire Interest set forth in such appraisal at the time of incurrence or commitment of such new debt *provided* that any capitalization of interest or accretion of principal or other committed increases on any debt set forth in such appraisal shall constitute Leasehold Mortgage Debt to the extent such debt constitutes Leasehold Mortgage Debt on the date such appraisal is given; and *provided further* that the Parties agree that notwithstanding the requirements of the foregoing sub-clauses (A) and (B), the amount of Consideration paid at Closing shall be deemed to constitute the fair market value of the Concessionaire Interest for a period of one year after the Closing Date and, as such, no appraisal shall be required within such one year period. The appraisal requirement in the preceding sentence shall not apply to any

protective advances made by any Leasehold Mortgagee or advances made by any Leasehold Mortgagee to cure Concessionaire defaults under the Leasehold Mortgage (regardless of whether entered into on or after the Closing Date) or other financing documents of such Leasehold Mortgagee.

“Leasehold Mortgagee” means the holder or beneficiary of a Leasehold Mortgage, including the Lessor in a lease or Leveraged Lease.

“Leasehold Mortgage Notice Requirements” means the delivery by a holder or beneficiary of a Leasehold Mortgage to the Authority, not later than 10 Business Days after the execution and delivery of such Leasehold Mortgage by the Concessionaire, of a true and complete copy of the executed original of such Leasehold Mortgage, together with a notice containing the name and post office address of the holder of such Leasehold Mortgage.

“Leasehold Mortgagee’s Notice” has the meaning ascribed thereto in Section 18.8(a).

“Lessor” means a Leasehold Mortgagee that has purchased all or a portion of the Concessionaire Interest and leased that interest in the Concessionaire Interest to the Concessionaire.

“Letter of Credit” means an irrevocable, unconditional, commercial letter of credit, in favor of the Authority, in form and content reasonably acceptable to the Authority, payable in United States dollars upon presentation of a sight draft and a certificate confirming that the Authority has the right to draw under such letter of credit in the amount of such sight draft, without presentation of any other Document, which letter of credit (i) is issued by a commercial bank or trust company that is a member of the New York Clearing House Association and that has a current credit rating of A or better by Standard & Poor’s Ratings Services and an equivalent credit rating by another Rating Agency (or an equivalent credit rating from at least two nationally recognized rating agencies if the named Rating Agency ceases to publish ratings) (or such other commercial bank or trust company reasonably acceptable to the Authority and approved by the Authority prior to the submission of the letter of credit), and (ii) provides for the continuance of such letter of credit for a period of at least one year or as otherwise provided in this Agreement. The office for presentment of sight drafts specified in the Letter of Credit shall be located at a specified street address within the Commonwealth of Pennsylvania or other location acceptable to the City. For the avoidance of doubt, the obligations of the account party during the Term to reimburse the issuer for draws under the Letter of Credit may be secured by a Leasehold Mortgage.

“Leveraged Lease” means a lease, sublease, concession, management agreement, operating agreement or other similar arrangement in which the Lessor has borrowed a portion of the purchase price of the interest in the Concessionaire Interest acquired by the Lessor and granted to the lenders of those funds a security interest in that interest.

“Loss” means, with respect to any Person, any loss, liability, damage, penalty, charge or out-of-pocket and documented cost or expense actually suffered or incurred by

such Person, but excluding any punitive, special, indirect and consequential damages and any contingent liability until such liability becomes actual.

“Material Adverse Effect” means a material adverse effect on the business, financial condition or results of operations of the Parking Facilities System taken as a whole; *provided, however*, that no effect arising out of or in connection with or resulting from any of the following shall be deemed, either alone or in combination, to constitute or contribute to a Material Adverse Effect: (i) general economic conditions or changes therein; (ii) financial, banking, currency or capital markets fluctuations or conditions (either in the United States or any international market and including changes in interest rates); (iii) conditions affecting the real estate, financial services, construction or parking garage industries generally; (iv) any existing event or occurrence of which the Concessionaire has actual knowledge as of the Bid Date; (v) any action, omission, change, effect, circumstance or condition contemplated by this Agreement or attributable to the execution, performance or announcement of this Agreement or the transactions contemplated hereby; and (vi) negligence, intentional misconduct or bad faith of the Concessionaire or its Representatives.

“Mayor” means the Mayor of the City or another City official acting under the direction and pursuant to the authority of the Mayor.

“M.B.E.” means minority owned business enterprise.

“Memorandum of Lease” has the meaning ascribed thereto in Section 2.6.

“Metered Parking Spaces” means metered parking spaces in Parking Lots.

“Meters Agreement” means the Pittsburgh Metered Parking System Concession and Services Agreement dated as of \_\_\_\_\_, 2010, and by and among the City, the Authority and the Concessionaire.

“Minimum Transient Spaces” has the meaning ascribed thereto in Section 3.18(c).

“New Agreement” has the meaning ascribed thereto in Section 18.5(a).

“Non-Terminable Parking Facilities System Contracts” are Parking Facilities System Contracts other than Terminable Parking Facilities System Contracts.

“Notice Period” has the meaning ascribed thereto in Section 12.4(b).

“Older Garage Surcharge” has the meaning ascribed thereto in Section 7.1(b)(iii).

“Older Garages” has the meaning ascribed thereto in Section 4.4.

“Offsets” has the meaning ascribed thereto in Section 12.11(a).

“Operating Agreement” means any material agreement, contract or commitment to which the Concessionaire is a party or otherwise relating to the Parking Facilities

System Operations as in force from time to time (including any warranties or guaranties), but excluding any Leasehold Mortgage and financing documents related thereto.

“Operating Agreements and Plans” has the meaning ascribed thereto in Section 3.14.

“Operating Standards” means the standards, specifications, policies, procedures and processes that apply to the operation, maintenance, rehabilitation and capital improvements to, the Parking Facilities System set forth on Schedule 4, including any plans submitted by the Concessionaire to the Authority as required therein. To the extent that any term or provision set forth in Schedule 4 or incorporated by reference in Schedule 4 conflicts with any term or provision specified in this Agreement, then such term or provision of this Agreement shall govern and shall supersede any such conflicting term or provision.

“Operations” has the meaning ascribed thereto in Section 2.5(k).

“Operator” has the meaning ascribed thereto in Section 3.3(a).

“Other Concession Revenues” has the meaning ascribed thereto in Section 7.3.

“Other Concessionaire Revenues” means the Concessionaire’s share of Other Concession Revenues.

“Parking Authority Law” means (i) prior to the termination of the Authority, Chapter 55 of Title 53 of the Pennsylvania Consolidated Statutes, commonly known as the “Parking Authority Law” and (ii) from and after the termination of the Authority, those provisions of Laws of the Commonwealth of Pennsylvania relating to the City and the ownership of the Parking Facilities System by the City.

“Parking Facilities Purposes” means the use of the Parking Facilities System to provide Parking Facilities Services to members of the general public and for those Allowable Service Concession purposes allowed pursuant to the Parking Authority Law and the terms of this Agreement.

“Parking Facilities Services” means the services to be provided by the Concessionaire as grantee of the concession under this Agreement.

“Parking Facilities System” means the public parking system consisting of the Authority Parking Facilities and the City Parking Facilities as described or depicted on Schedule 1, all improvements, including paving, structures, signage (including all parking garage entry and exit signage), and fixtures of any and every kind whatsoever forming a part of and used in connection with such garages from time to time, including Parking Garage Expansion Rights granted to the Concessionaire pursuant to Section 4.1 but excluding (A) all rights (including oil, gas and mineral rights, air rights and development rights) which are hereby retained by the City and the Authority as the fee simple owners of the real property constituting the sites of the City Parking Facilities and the Authority Parking Facilities and (B) all improvements, structures, signage and fixtures related to any space within the boundaries of the Parking Facilities System that is not included in



the Parking Facilities System, as the Parking Facilities System is described or depicted on Schedule 2 hereto, which spaces are hereby retained by the City or the Authority, as applicable, and shall not be conveyed to the Concessionaire pursuant to this Agreement.

“Parking Facilities System Assets” means the personal property of the Authority and the City used in connection with operations at the Parking Facilities System set forth on Schedule 5.

“Parking Facilities System Bonds” means the following outstanding debt obligations of the Authority: the \$13,625,000 principal amount of Parking System Revenue Bonds, Refunding Series of 2002; the \$6,079,665 principal amount of Parking System Revenue Bonds, Series A of 2005; the \$39,224,244.90 principal amount of Parking System Revenue Bonds, Series B of 2005; the \$34,515,000 principal amount of Parking System Revenue Bonds, Refunding Series A of 2005; and the \$1,355,000 principal amount of Parking System Revenue Bonds, Refunding Series B of 2005.

“Parking Facilities System Concession Value” means, at any given date, the fair market value of the Concessionaire Interest at the time of the occurrence of the relevant Adverse Action, Authority Default or City Default or any event of termination, cancellation, rescinding or voiding referred to in Section 16.5 (but excluding the effect of such Adverse Action, Authority Default, City Default or event described in Section 16.5), as determined pursuant to a written appraisal prepared in conformity with the Uniform Standards of Professional Appraisal Practice as set forth by the Appraisal Standards Board by an independent third party appraiser that is nationally recognized in appraising similar assets and that is acceptable to the Authority and the Concessionaire; *provided, however*, that the Parking Facilities System Concession Value shall in no event be less than the amount of all Leasehold Mortgage Debt (including Breakage Costs) on the End Date. If the Parties fail to agree upon such a single appraiser within 30 days after a Party requests the appointment thereof, then the Authority and the Concessionaire shall each appoint an independent third party appraiser and both such appraisers shall be instructed jointly to select a third independent third party appraiser to make the appraisal referred to above. The Authority shall pay the reasonable costs and expenses of any appraisal.

“Parking Facilities System Contracts” means the agreements to which the Authority or the City is a party relating to the operations of the Parking Facilities System that are set forth on Schedule 6. Parking Facilities System Contracts include Non-Terminable Parking Facilities Contracts and Terminable Parking Facilities Contracts.

“Parking Facilities System Operations” means (i) the use, operation, management, maintenance, repair, rehabilitation and improvement of the Parking Facilities System and (ii) all other actions relating to the Parking Facilities System that are performed by or on behalf of the Concessionaire pursuant to this Agreement.

“Parking Fee Revenues” has the meaning ascribed thereto in Section 7.1(e).

“Parking Garage” means any parking garage included in the Parking Facilities System.

“Parking Garage Expansion Rights” means, with respect to any Parking Garage, any air rights used exclusively for the expansion of the Parking Garage for Parking Facilities Purposes in accordance with Section 4.1.

“Parking Lot” means the Second Avenue Parking Plaza and any other parking lot included in the Parking Facilities System.

“Parking Lot Initial Value” means, with respect to a particular Parking Lot, the amount of money obtained by multiplying the Consideration by the percentage of the Consideration allocated to such Parking Lot in Schedule 2.

“Party” means a party to this Agreement and “Parties” means all of them.

“Pennsylvania Political Subdivisions Tort Claims Act” means 42 Pa.C.S. §§8541-8564.

“Permitted Authority Encumbrance” means, with respect to the Parking Facilities System: (i) the Concessionaire Interest; (ii) any Encumbrance that is being contested, or being caused to be contested, by the Authority in accordance with Section 3.5(b) (but only for so long as such contestation effectively postpones enforcement of any such Encumbrance); (iii) inchoate materialmen’s, mechanics’, workmen’s, repairmen’s, employees’, carriers’, warehousemen’s or other like Encumbrances arising in the ordinary course of business of the Parking Facilities System or a Government Party’s performance of any of its rights or obligations hereunder, and either (A) not delinquent or (B) which are being contested, or are being caused to be contested, in accordance with Section 3.5(b) (but only for so long as such contestation effectively postpones enforcement of any such Encumbrance); (iv) any easement, covenant, condition, right-of-way, servitude, encroachment, reservation or any zoning, building, environmental, health or safety Law relating to the development, use or operation of the Parking Facilities System (or other similar reservation, right and restriction), any matter that would be apparent upon an accurate survey or inspection of the Parking Facilities System, or other defects and irregularities in the title to the Parking Facilities System that do not materially interfere with the Parking Facilities System Operations or the rights and benefits of the Concessionaire under this Agreement or materially impair the value of the Concessionaire Interest; (v) the Reserved Powers, (vi) any right reserved to or vested in any Governmental Authority (other than the City or the Authority) by any statutory provision or under common law (it being understood and agreed that nothing in this clause (vi) shall limit or otherwise affect the Authority’s obligations or the City’s obligations or the Concessionaire’s rights hereunder); (vii) any other Encumbrance permitted hereunder; (viii) any Encumbrances created, incurred, assumed or suffered to exist by the Concessionaire or any Person claiming through it; (ix) any rights reserved to or vested in the City or the Authority by any statutory provision (it being understood and agreed that nothing in this definition shall limit or otherwise affect the Authority’s obligations or the City’s obligations or the Concessionaire’s rights hereunder); (x) any grants or leases of oil, gas, coal or mining interests that could not interfere with the Parking Facilities System Operations or the rights and benefits of the Concessionaire under this Agreement or impair the value of the Concessionaire Interest; (xi) the Non-

Terminable Parking Facilities Contracts described in Part II of Schedule 6 and (xii) any amendment, extension, renewal or replacement of any of the foregoing.

“Permitted Concessionaire Encumbrance” means, with respect to the Concessionaire Interest: (i) any Encumbrance that is being contested in accordance with Section 3.5(a) (but only for so long as such contestation effectively postpones enforcement of any such Encumbrance); (ii) any (A) lien or security interest for obligations not yet due and payable to a Contractor or other Person, (B) any statutory lien, deposit or other non-service lien or (C) lien, deposit or pledge to secure mandatory statutory obligations or performance of bids, tenders, contracts (other than for the repayment of borrowed money) or leases, or for purposes of like general nature, any of which are incurred in the ordinary course of business of the Parking Facilities System Operations and either (A) not delinquent or (B) which are being contested by the Concessionaire in accordance with Section 3.5(a) (but only for so long as such contestation effectively postpones enforcement of any such Encumbrance); (iii) inchoate materialmen’s, mechanics’, workmen’s, repairmen’s, employees’, carriers’, warehousemen’s, or other like Encumbrances arising in the ordinary course of business of the Parking Facilities System or the Concessionaire’s performance of any of its rights or obligations hereunder, and either (A) not delinquent or (B) which are being contested by the Concessionaire in accordance with Section 3.5(a) (but only for so long as such contestation effectively postpones enforcement of any such Encumbrance); (iv) any right reserved to or vested in any Governmental Authority by any statutory provision or under common law; (v) any other Encumbrance permitted hereunder (including any Leasehold Mortgage (and financing statements relating thereto)); (vi) liens incurred in the ordinary course of business in connection with workers’ compensation, unemployment insurance, social security and other governmental rules and that do not in the aggregate materially impair the use, value or operation of the Parking Facilities System; (vii) any Encumbrances created, incurred, assumed or suffered to exist by the City, the Authority or any Person claiming through either of them; and (viii) any amendment, extension, renewal or replacement of any of the foregoing. Notwithstanding anything to the contrary contained herein, no Permitted Concessionaire Encumbrance shall be permitted to attach to the fee simple interest in the Parking Facilities System.

“Person” means any individual (including, the heirs, beneficiaries, executors, legal representatives or administrators thereof), corporation, partnership, joint venture, trust, limited liability company, limited partnership, joint stock company, unincorporated association or other entity or a Governmental Authority.

“Plan” has the meaning ascribed thereto in Section 2.5(k).

“Public Garage” means a “Commercial Parking Place” as that term is defined in City of Pittsburgh Code of Ordinances, Title 7, Art. VII, §763.02.

“Rating Agency” means any of Standard & Poor’s Corporation, Moody’s Investors Service, Inc. or Fitch Ratings, Inc. or any similar entity or any of their respective successors.

“Remaining Amortized Value” means, with respect to a Parking Lot, an amount of money equal to the Parking Lot Initial Value of the Parking Lot, Adjusted for Inflation from the Closing Date to the Early Reversion Date for the Parking Lot, multiplied by a fraction the numerator of which is the number of days to elapse from such Early Reversion Date to the fiftieth (50<sup>th</sup>) anniversary date of the Closing Date (or such later date if the Term has been extended pursuant to Section 14.1(b) or Section 15.1(d)) and the denominator of which is the number of days from the Closing Date to such fiftieth anniversary date (or such later date if the Term has been extended pursuant to Section 14.1(b) or Section 15.1(d)).

“Replacement Letter of Credit” has the meaning ascribed thereto in Section 16.3(c).

“Reportable Quantity” means a release of a Hazardous Substance in an amount greater than a reportable quantity as defined under an applicable Environmental Law or which otherwise required notification to a Governmental Authority, or which is likely to result in the imposition of liability for remediation, personal injury, property damage, or natural resource damage.

“Reporting Year” means each calendar year during the Term, except that unless the Closing Date is the first day of January, the first Reporting Year shall be a partial year commencing on the Closing Date and ending on December 31<sup>st</sup> of such calendar year and the last Reporting Year shall be a partial Reporting Year commencing January 1<sup>st</sup> of such Reporting Year and ending on the End Date.

“Representative” means, with respect to any Person, any director, officer, employee, official, lender mortgagee, financier, provider of any financial instrument (or any agent or trustee acting on their behalf), partner, member, owner, agent, lawyer, accountant, auditor, professional advisor, consultant, engineer, Contractor, other Person for whom such Person is at law responsible or other representative of such Person and any professional advisor, consultant or engineer designated by such Person as its “Representative.”

“Required Capital Improvements” has the meaning ascribed thereto in Section 4.4 and in Schedule 7.

“Required Coverages” has the meaning ascribed thereto in Section 13.1.

“Reserved Powers” means the exercise by the City or the Authority of police and regulatory powers with respect to the Parking Facilities System, and the regulation of traffic, traffic control and the use of the public way, including the Authority’s power to establish and revise from time to time the Schedule of Parking Rates and the City’s power to establish peak period pricing, congestion pricing or similar plans related to the use of the public way.

“Restoration” has the meaning ascribed thereto in Section 13.3(a).

“Restoration Funds” has the meaning ascribed thereto in Section 13.3(a).

“Reversion Date” means the Business Day immediately following the End Date.

“Right-to-Know Law” means the Pennsylvania Right-to-Know Law, Act of February 14, 2008, P.L. 6, No. 3, as amended, 65 P.S. §67.101 *et seq.*

“Schedule of Parking Rates” means the schedule of reasonable rates and charges for the Parking Facilities Services and for the use of the Parking Facilities System, established by the Authority from time to time and as the same may be revised by court order pursuant to the Parking Authority Law.

“Securities Act” means the United States Securities Act of 1933, as amended.

“Tax” means any federal, state, local or foreign income, gross receipts, license, payroll, employment, excise, severance, stamp, occupation, premium, windfall profits, environmental, customs duties, permit fees, capital stock, franchise, profits, withholding, social security, unemployment, disability, real property, personal property, parking, sales, use, transfer, registration, value added, alternative or add-on minimum, estimated or other tax, levy, impost, stamp tax, duty, fee, withholding or similar imposition of any kind payable, levied, collected, withheld or assessed at any time, including any interest, penalty or addition thereto, whether disputed or not.

“Teamsters Pension Fund” means the Western Pennsylvania Teamsters and Employers Pension Fund.

“Term” means the term of the lease and concession referred to in Section 2.1.

“Terminable Parking Facilities System Contracts” are Parking Facilities Contracts that (i) are terminable upon not more than thirty (30) days notice or (ii) are otherwise identified as Part I of Schedule 6.

“Termination Damages” has the meaning ascribed thereto in Section 14.2(a).

“Third Party Claim” means any Claim asserted against an Indemnified Party by any Person who is not a Party or an Affiliate of such a Party.

“Time of Closing” means 10:00 a.m. (Pittsburgh time) on the Closing Date or such other time on that date as the Authority and the Concessionaire agree in writing that the Closing shall take place.

“Title Commitment” has the meaning ascribed thereto in Section 2.4(a)(v).

“Transaction” has the meaning ascribed thereto in Section 2.1.

“Transfer” means to sell, convey, assign, lease, sublease, mortgage, encumber, transfer or otherwise dispose of.

“Transferee” has the meaning ascribed thereto in Section 17.1(a).

“URA Permitted Project” means the construction, acquisition or operation of a public parking garage, public parking lot or public parking facility by the Urban Redevelopment Agency of Pittsburgh that is designed to be functionally related to a redevelopment project approved or undertaken by said Redevelopment Agency and is used primarily to provide parking for motor vehicles in connection with the regular operations of said redevelopment project and such redevelopment project is not a public parking garage, lot or facility.

“W.B.E.” means woman owned business enterprise.

Section 1.2. **Number and Gender.** In this Agreement words in the singular include the plural and vice versa and words in one gender include all genders.

Section 1.3. **Headings.** The division of this Agreement into articles, sections and other subdivisions are for convenience of reference only and shall not affect the construction or interpretation of this Agreement. The headings in this Agreement are not intended to be full or precise descriptions of the text to which they refer and shall not be considered part of this Agreement.

Section 1.4. **References to this Agreement.** The words “herein,” “hereby,” “hereof,” “hereto” and “hereunder” and words of similar import refer to this Agreement as a whole and not to any particular portion of it. The words “Article,” “Section,” “paragraph,” “sentence,” “clause” and “Schedule” mean and refer to the specified article, section, paragraph, sentence, clause or schedule of or to this Agreement.

Section 1.5. **References to Any Person.** A reference in this Agreement to any Person at any time refers to such Person’s permitted successors and assignees.

Section 1.6. **Meaning of Including.** In this Agreement, the words “include,” “includes” or “including” mean “include without limitation,” “includes without limitation” and “including without limitation,” respectively, and the words following “include,” “includes” or “including” shall not be considered to set forth an exhaustive list.

Section 1.7. **Meaning of Discretion.** In this Agreement, the word “discretion” with respect to any Person means the sole and absolute discretion of such Person.

Section 1.8. **Meaning of Notice.** In this Agreement, the word “notice” means “written notice,” unless specified otherwise.

Section 1.9. **Consents and Approvals.** Unless specified otherwise, wherever the provisions of this Agreement require or provide for or permit an approval or consent by a Party, such approval or consent, and any request therefore, must be in writing (unless waived in writing by the other Parties).

Section 1.10. **Trade Meanings.** Unless otherwise defined herein, words or abbreviations that have well-known trade meanings are used herein in accordance with those meanings.

Section 1.11. **Laws.** Unless specified otherwise, references to a Law are considered to be a reference to (i) such Law as it may be amended from time to time, (ii) all regulations and rules pertaining to or promulgated pursuant to such Law, (iii) the successor to the Law resulting from recodification or similar reorganizing of Laws and (iv) all future Laws pertaining to the same or similar subject matter. Nothing in this Agreement shall fetter or otherwise interfere with the right and authority of the City or the Authority to enact, administer, apply and enforce any Law. Except for Adverse Actions or if compensation or other relief is otherwise available or provided for pursuant to applicable Law or this Agreement, the Concessionaire shall not be entitled to claim or receive any compensation or other relief whatsoever as a result of the enactment, administration, application or enforcement of any Law by the City or the Authority.

Section 1.12. **Currency.** Unless specified otherwise, all statements of or references to dollar amounts or money in this Agreement are to the lawful currency of the United States of America.

Section 1.13. **Generally Accepted Accounting Principles.** All accounting and financial terms used herein, unless specifically provided to the contrary, shall be interpreted and applied in accordance with generally accepted accounting principles in the United States of America, consistently applied.

Section 1.14. **Calculation of Time.** For purposes of this Agreement, a period of days shall be deemed to begin on the first day after the event that began the period and to end at 5:00 p.m. (Pittsburgh time) on the last day of the period. If, however, the last day of the period does not fall on a Business Day, the period shall be deemed to end at 5:00 p.m. (Pittsburgh time) on the next Business Day.

**Section 1.15. Approvals, Consents and Performance by Government Party.**

(a) *Procedures.* Wherever the provisions of this Agreement require or provide for or permit an approval or consent by a Government Party of or to any action, Person, Document, or other matter contemplated by this Agreement, the following provisions shall apply: (i) such request for approval or consent must (1) contain or be accompanied by any documentation or information required for such approval or consent in reasonably sufficient detail, as reasonably determined by the Government Party, (2) clearly set forth the matter in respect of which such approval or consent is being sought, (3) form the sole subject matter of the correspondence containing such request for approval or consent, and (4) state clearly that such approval or consent is being sought; (ii) such approval or consent shall not be unreasonably or arbitrarily withheld, conditioned or delayed (unless such provision provides that such approval or consent may be unreasonably or arbitrarily withheld, conditioned or delayed or is subject to the discretion of the Government Party); (iii) the Government Party shall, within such time period set forth herein (or if no time period is provided, within 45 days, subject to the Government Party's right to extend such period for an additional 15 days) after the giving of a notice by the Concessionaire requesting an approval or consent, advise the Concessionaire by notice either that it consents or approves or that it withholds its consent or approval, in which latter case it shall (unless such provision provides that such approval or consent may be unreasonably or arbitrarily withheld, conditioned or delayed

or is subject to the discretion of the Government Party) set forth, in reasonable detail, its reasons for withholding its consent or approval, which reasons may include the insufficiency, as determined by the Government Party acting reasonably, of the information or documentation provided; (iv) if the responding notice mentioned in clause (iii) of this Section 1.15(a) indicates that the Government Party does not approve or consent, the Concessionaire may take whatever steps may be necessary to satisfy the objections of the Government Party set out in the responding notice and, thereupon, may resubmit such request for approval or consent from time to time and the provisions of this Section 1.15 shall again apply until such time as the approval or consent of the Government Party is finally obtained; (v) if the disapproval or withholding of consent mentioned in clause (iv) of this Section 1.15(a) is subsequently determined pursuant to Article 19 to have been improperly withheld or conditioned by the Government Party, such approval or consent shall be deemed to have been given on the date of such final determination; and (vi) for the avoidance of doubt, any dispute as to whether or not a consent or approval has been unreasonably withheld, conditioned or delayed shall be resolved in accordance with the provisions of Article 19.

(b) *Authorization.* Wherever this Agreement provides that an act is to be taken or performed or approval or consent is to be given (i) by the City, such act may be taken or performed or approval or consent may be given by the Mayor without further action by the City Council and the Concessionaire may rely thereon in all respects and (ii) by the Authority, such act may be taken or performed or approval or consent may be given by the Chair without further action by the Board and the Concessionaire may rely thereon in all respects.

(c) *Approved Documents.* Subject to the other provisions hereof, wherever in this Agreement an approval or consent is required with respect to any document, proposal, certificate, plan, drawing, specification, contract, agreement, budget, schedule, report or other written instrument whatsoever (a "Document"), following such Approval such Document shall not be amended, supplemented, replaced, revised, modified, altered or changed in any manner whatsoever without obtaining a further Approval in accordance with the provisions of this Section 1.15.

Section 1.16. Authority Successors and Assigns. Whenever in this Agreement the Authority is named or referred to, it shall be deemed to include its successors and assigns whether so expressed or not. All of the covenants, stipulations, obligations and agreements by or on behalf of, and other provisions for the benefit of, the Authority contained in this Agreement shall bind and inure to the benefit of the City or any board, commission, authority or public instrumentality to which there shall be transferred by or in accordance with Law any right, power or duty of the Authority, or of its successors or assigns, the possession of which is necessary or appropriate in order to comply with any of the provisions of this Agreement.

The Parties acknowledge that the Authority may be terminated pursuant to the provision of Section 5514 of the Parking Authority Law, as in effect on the date of this Agreement, and that upon the transfer of the property of the Authority to the City pursuant to said Section 5514 or otherwise by operation of Law, the City shall succeed to all of the rights and assume all of the obligations of the Authority under this Agreement.



Section 1.17. Incorporation of Schedules and Exhibits. The following attached Schedules and Exhibits are made a part of this Agreement:

Schedule 1	Parking Facilities System
Schedule 2	Parking Lot Initial Values
Schedule 3	Initial Schedule of Parking Rates
Schedule 4	Operating Standards
Schedule 5	Parking Facilities System Assets
Schedule 6	Parking Facilities System Contracts
Schedule 7	Required Capital Improvements
Schedule 8	Form of Legal Opinion of the Authority and the City
Schedule 9	Form of Legal Opinion of the Concessionaire
Schedule 10	Form of Memorandum of Lease
Schedule 11	Advertising Policy
Schedule 12	List of Authorizations
Schedule 13	Insurance Policies
Schedule 14	Competing Parking Area Map
Schedule 15	Metered Parking Enforcement Standards
Schedule 16	Authority Contributions to the Fund Through August 9, 2010
Exhibit A	Parking Facilities System Resolution
Exhibit B	Parking Facilities System Ordinance
Exhibit C	Parking Authority Term Ordinance
Exhibit D	Western Pennsylvania Teamsters and Employers Pension Fund Memorandum of Understanding

In the event of any conflict between the terms of this Agreement and the terms of the Schedules, the terms of this Agreement shall control.

## ARTICLE 2

### THE TRANSACTION; CLOSING; CONDITIONS PRECEDENT; COVENANTS

Section 2.1. **Grant of Lease and Concession.** Upon the terms and subject to the conditions of this Agreement, effective at the Time of Closing, (a) the Concessionaire shall pay the Authority the exact amount of one hundred eighty nine million and eight hundred thousand dollars (\$189,800,000) in cash (the "Consideration") and (b) the Authority shall (i) demise and lease the Parking Facilities System (including Parking Garage Expansion Rights) to the Concessionaire free and clear of Encumbrances other than Permitted Authority Encumbrances, for and during the term (the "Term") commencing on the Closing Date and expiring on the fiftieth (50<sup>th</sup>) anniversary of the Closing Date (or such later date as required pursuant to the terms of this Agreement to effect a Delay Event Remedy or an extension of the Term as described in Section 14.1(b)), unless terminated earlier in accordance with the terms of this Agreement, (ii) grant the Concessionaire a right for and during the Term to operate the Parking Facilities System and to provide Parking Facilities Services, and in connection

therewith (A) to use, possess, operate, manage, maintain and rehabilitate the Parking Facilities System and (B) to charge and collect Parking Fee Revenues and Other Concession Revenues in connection with the Parking Facilities System for Parking Facilities Purposes and otherwise in accordance with and pursuant to this Agreement, (iii) assign, transfer and otherwise convey to the Concessionaire by bill of sale each of the Parking Facilities System Assets, free and clear of any Encumbrances (other than Permitted City Encumbrances) and the Concessionaire shall accept each such demise, lease, grant, assignment, transfer and conveyance (collectively, the “Transaction”) and (iv) grant the Concessionaire for and during the Term the rights of the Authority pursuant to the Restated Declaration of Air Space Parking Parcel and Related Easements, Covenants and Restrictions, dated as of February 27, 2008, by and between the Authority and Piatt Place Downtown Pittsburgh Residential, L.P., including the right to any funds on deposit as of the Closing Date in the capital cost reserve account established thereunder. The rights granted to the Concessionaire to use, possess, operate, manage, maintain and rehabilitate the Parking Facilities System and to charge and collect Parking Fee Revenues and other Concession Revenues is subject to (i) the Reserved Powers of the City and the Authority including, but not limited to, the exclusive right of the Authority under the Parking Authority Law to establish and alter from time to time the Schedule of Parking Rates imposed for Parking Facilities Services and for the use of the Parking Facilities System in order to ensure that such rates and charges are reasonable in accordance with the Parking Authority Law, (ii) the right of the Authority to terminate the lease with respect to any of the Parking Lots pursuant to Section 3.19; (iii) the terms and provisions of the Parking License Agreement made and entered into as of February 27, 2008, by and between the Authority and the Urban Redevelopment Authority of Pittsburgh and (iv) the terms and provisions of the Cooperation Agreement made and entered into as of August 2, 2001, by and between the Authority and the Port Authority of Allegheny County. At the Closing, the City shall execute and deliver to the Concessionaire documents conveying to the Concessionaire the rights described in clause (ii) with respect to the City Parking Facilities.

## **Section 2.2. Closing.**

(a) Subject to the satisfaction of all conditions precedent contained in Sections 2.4(a), (b) or (c) or the waiver by the Parties of any unsatisfied condition, the closing of the Transaction (the “Closing”) shall take place on the first Business Day immediately after the 90-day period following the date hereof or such other date agreed to in writing by the Authority and the Concessionaire (the “Closing Date”). The Closing shall be held at the offices of K&L Gates LLP, 210 Sixth Avenue, in the City of Pittsburgh, Pennsylvania or such other place agreed to in writing by the Authority and the Concessionaire. At the Time of Closing, the Concessionaire shall deliver or cause to be delivered to the Authority same-day funds by wire transfer in the amount of the Consideration (as adjusted pursuant to Section 2.2(b) and Section 2.2(c)) in full payment of the Transaction, and upon receipt of such payment the Transaction shall be effective. Upon receipt of the funds described in the preceding sentence, the Authority shall immediately cancel and return the Closing LOC, if any, in accordance with the Concessionaire’s instructions.

(b) All revenues, charges, costs and expenses with respect to Assumed Liabilities shall be prorated between the Authority and the Concessionaire as of 11:59 p.m. on the day immediately preceding the Closing Date based upon the actual number of days in the month and a 365-day year and the required payment resulting from such proration shall be added to or subtracted from the Consideration accordingly. If final prorations cannot be made at the Closing for any item being prorated under this Section 2.2(b), then the Authority and the Concessionaire shall allocate such items on a fair and equitable basis as soon as revenue statements, invoices or bills are available, with final adjustment to be made as soon as reasonably possible after the Closing Date. The Authority and the Concessionaire shall have reasonable access to, and the right to inspect and audit, the other's books to confirm the final prorations to the extent permitted by Law.

(c) Using the 30 year, mid-market London Interbank Offered Rate (LIBOR) swap rate in the "Money & Investing, Borrowing Benchmarks" section of *The Wall Street Journal*, from the close of business on the Business Day immediately prior to the Bid Date (as published on the Bid Date) through the close of business two Business Days prior to the Closing Date (as published on the Business Day immediately prior to the Closing Date), the amount of the Consideration will be decreased by six hundredths of one percent (6/100 of 1%) for every one basis point increase in the 30 year, mid-market LIBOR swap rate; during the same period, the amount of the Consideration will be increased by six hundredths of one percent (6/100 of 1%) for every one basis point decrease in the 30 year, mid-market LIBOR swap rate; *provided* that (i) any increase in the amount of the Consideration may not exceed four percent (4%) without the prior written consent of the Concessionaire and (ii) any decrease in the amount of the Consideration may not exceed four percent (4%) without the prior written consent of both of the Government Parties.

### **Section 2.3. Deposit.**

(a) The Authority acknowledges receipt from the Concessionaire of cash (the "Cash Deposit") or one or more Letters of Credit with a term of at least 120 days from the date hereof (the "Closing LOC"), in an aggregate amount equal to (A) \$20,000,000 (United States currency) or (B) €17,000,000 (Euro currency) as determined by the Concessionaire, to be held by the Authority for the sole purpose described in Section 2.3(b). The Authority shall deposit any Cash Deposit with the Escrow Agent, which shall invest such amount in Eligible Investments pending the Closing. If the Cash Deposit requirement was satisfied by the deposit of Euros, the Escrow Agent shall calculate the conversion value (the "Conversion Value") of the Cash Deposit on a daily basis, based upon the conversion rate posted in the "Money and Investing, Commodities and Currencies" section of the Wall Street Journal as of close of business on the preceding day. The Escrow Agent shall give the Concessionaire notice if the Conversion Value falls below \$21,000,000 (United States currency) (the "Conversion Benchmark"), at which point the Concessionaire shall replenish the Cash Deposit so that the Conversion Value reaches the Conversion Benchmark through a deposit no later than 5:00 p.m. on the third business day following the receipt of such notice; provided that no deposit need be made if Conversion Value on the morning of such third business day exceeds the Conversion Benchmark. The Authority, Concessionaire, and Escrow Agent shall enter

into a customary escrow agreement and ancillary agreements to effectuate these provisions.

(b) If the Authority terminates this Agreement pursuant to Section 2.4(d)(iv) as a result of the failure of the Concessionaire to satisfy any condition set forth in Section 2.4(b) of this Agreement or Section 2.4(b) of the Meters Agreement, then the Authority shall be entitled to, as applicable (i) retain the Cash Deposit and all interest accrued thereon or, (ii) without notice to the Concessionaire, immediately draw the full amount of the Closing LOC upon presentation of a sight draft and a certificate confirming that the Authority has the right to draw under the Closing LOC in the amount of such sight draft, and the Authority shall be entitled to retain all of the proceeds of the Closing LOC, in each case as the sole remedy or right of the Government Parties against the Concessionaire hereunder (*provided* that this limitation shall not apply in the event of fraud); *provided, however*, that if this Agreement is terminated for any other reason, the Authority shall return any Cash Deposit and the interest earned thereon in accordance with the Concessionaire's reasonable instructions, or deliver, in accordance with the Concessionaire's reasonable instructions, the Closing LOC and agree to cancel the Closing LOC, in each case, immediately following any such termination (*provided* that this limitation shall not apply in the event of fraud). Except in cases involving fraud by the Concessionaire, the right of the Authority to retain the Cash Deposit or to draw the Closing LOC is intended to be, and shall constitute, liquidated damages, and any payment thereof to the Authority shall terminate the Authority's and the City's rights and remedies in all respects.

(c) At Closing, upon the satisfaction of, or waiver by all Parties of, the conditions set forth in Sections 2.4(a), 2.4(b) and 2.4(c), the Concessionaire shall be entitled to apply the Cash Deposit (including any accrued interest) as a credit against the Consideration.

#### **Section 2.4. Conditions Precedent; Termination.**

(a) *Conditions for the Benefit of the Concessionaire.* The Concessionaire shall be obligated to complete the Closing only if each of the following conditions has been satisfied in full at or before the Time of Closing, unless waived by the Concessionaire: (i) the representations and warranties of the Authority set forth in Section 9.1 and the representations and warranties of the City set forth in Section 9.2 shall be true and correct on and as of the date hereof and at and as of the Time of Closing with the same force and effect as if made at and as of such time and date except that representations and warranties that by their terms speak only as of the date of this Agreement or some other date need be true and correct only as of such date; (ii) no Government Party shall be in material breach of any material covenant on its part contained in this Agreement which is to be performed or complied with by such Government Party at or prior to the Time of Closing; (iii) the Authority shall have arranged for the deposit of funds sufficient to provide for the payment of all obligations payable from and secured by the Parking Fee Revenues or the Parking Facilities System and outstanding at the Time of Closing (including all outstanding Parking Facilities System Bonds) in such a manner that such obligations shall be legally defeased on the Closing Date and no longer treated as outstanding under the documents under which such

obligations were issued and are secured and the Authority shall have provided the Concessionaire evidence reasonably satisfactory to it that any and all security interests and collateral securing any such obligations will be released in full as of the Time of Closing (it being understood that the receipt or acceptance by the Concessionaire of any such evidence shall in no way constitute a waiver of the obligation of the Authority to indemnify the Concessionaire if any such obligations would finally become payable); (iv) the Initial Schedule of Parking Rates shall have been approved by the Board and shall be in full force and effect; (v) the Authority shall have obtained and delivered to the Concessionaire effective at the Time of Closing, at the expense of the Concessionaire, a commitment for an ALTA (2006) Owner's policy or policies, in form and substance reasonably acceptable to the Concessionaire, proposing to insure the leasehold interest of the Concessionaire (which will include an endorsement with the terms of the leasehold coverage), which commitment will reflect that the Authority (as lessor) owns the good and marketable title to the Parking Facilities System, subject only to Permitted Authority Encumbrances and Permitted Concessionaire Encumbrances (other than the Permitted Concessionaire Encumbrances specified in clause (iv), clause (vii) and clause (viii) as it pertains to clauses (iv) and (vii), of the definition of the term "Permitted Concessionaire Encumbrances") (the "Title Commitment"); (vi) the Authority shall have delivered to the Concessionaire a legal opinion of counsel to the Authority and the City, in substantially the form attached hereto as Schedule 8; (vii) the Authority shall have executed and delivered the estoppel certificate contemplated by Section 10.2; (viii) the City shall have executed and delivered the conveyances referred to in Section 2.1; (ix) no event has transpired between the date of signing of this Agreement and the Closing Date that is not remedied as of the Closing Date and would have constituted an Adverse Action had such event occurred during the Term; and (x) there shall not have occurred a material casualty loss, destruction or damage to the Parking Facilities System. As used in this Section 2.4(a) and in Section 2.5(i), a material casualty loss, destruction or damage to the Parking Facilities System means the casualty loss, destruction or damage of not less than \$6,000,000.

(b) *Conditions for the Benefit of the Government Parties.* The Government Parties shall be obligated to complete the Closing only if each of the following conditions precedent has been satisfied in full at or before the Time of Closing, unless waived by the each Government Party: (i) all representations and warranties of the Concessionaire in Section 9.3 shall be true and correct on and as of the date hereof at and as of the Time of Closing with the same force and effect as if made at and as of such time and date except that representations and warranties that by their terms speak only as of the date of this Agreement or some other date need be true and correct only as of such date; (ii) the Concessionaire shall not be in material breach of any material covenant on its part contained in this Agreement which is to be performed or complied with by the Concessionaire at or prior to the Time of Closing; and (iii) the Concessionaire shall have delivered to each Government Party a legal opinion of counsel to the Concessionaire, in substantially the form attached hereto as Schedule 9.

(c) *Mutual Conditions.* The Parties shall be obligated to complete the Closing only if each of the following conditions precedent has been satisfied in full at or before the Time of Closing, unless waived by all Parties: (i) there shall be no preliminary or

permanent injunction or temporary restraining order or other order issued by a Governmental Authority of competent jurisdiction or other legal restraint or prohibition enjoining or preventing the consummation of the Transaction; (ii) there shall be no action taken, or any Law enacted, entered, enforced or deemed applicable to the Transaction by any Governmental Authority of competent jurisdiction that makes the consummation of the Transaction illegal; and (iii) all conditions to the Closing of the Meters Agreement shall be satisfied or waived and the “Closing” under the Meters Agreement shall be completed simultaneously with the Closing of the Transaction.

(d) *Termination.* This Agreement may be terminated at any time prior to the Closing:

(i) by mutual consent of the Parties in a written instrument;

(ii) by any Party, upon notice to the other Parties, if (a) any Governmental Authority (other than the City or the Authority) of competent jurisdiction shall have issued an order, decree or ruling or taken any other action permanently restraining, enjoining or otherwise prohibiting the Transaction, and such order, decree, ruling or other action has become final and nonappealable, or (b) any action is taken, or any law enacted, entered, enforced or deemed applicable to the Transaction by any Governmental Authority (other than the City or the Authority) of competent jurisdiction that made consummation of the Transaction illegal; *provided, however*, that the right to terminate this Agreement under this Section 2.4(d)(ii) shall not be available to any Party whose failure to comply with any provision of this Agreement has been the cause of, or resulted in, such action;

(iii) by the Concessionaire, upon notice to the Government Parties, if any condition set forth in Section 2.4(a) or (c) is not satisfied at the Time of Closing; *provided, however*, that the Concessionaire shall not have the right to terminate this Agreement under this Section 2.4(d)(iii) if the Concessionaire’s failure to comply with any provision of this Agreement has been the cause of, or resulted in, the failure of such condition or conditions to be satisfied; or

(iv) by the Government Parties (acting jointly), upon notice to the Concessionaire, if any condition set forth in Section 2.4(b) or (c) is not satisfied at the Time of Closing; *provided, however*, that the Government Parties shall not have the right to terminate this Agreement under this Section 2.4(d)(iv) if a Government Party’s failure to comply with any provision of this Agreement has been the cause of, or resulted in, the failure of such condition or conditions to be satisfied.

(e) *Effect of Termination.* In the event of termination of this Agreement as provided in Section 2.4(d), this Agreement shall forthwith become void and there shall be no liability or obligation on the part of any Party or their respective Representatives, except as set forth in Section 2.3(b), this Section 2.4(e), Article 12, Article 19 and Article 20. In the event that the Concessionaire terminates this Agreement pursuant to Section 2.4(d)(iii), as a result of the failure of the Government Parties to satisfy any condition set forth in Section 2.4(a) of this Agreement or Section 2.4(a) of the Meters Agreement, the Authority will compensate the Concessionaire for up to \$1,000,000 of

reasonable and documented out-of-pocket costs incurred by the Concessionaire in connection with the transaction contemplated by this Agreement. In the event of termination pursuant to Section 2.4(d)(i), (ii) or (iii) or Section 2.5(i), the Cash Deposit and all investment earnings accrued thereon shall be paid to the Concessionaire or the Closing LOC shall be returned undrawn to the Concessionaire marked canceled, as applicable.

### **Section 2.5. Covenants.**

(a) *Cooperation.* From the date hereof up to the Time of Closing, the Parties shall cooperate with each other in order to permit the Closing to be consummated on the Closing Date, including making necessary filings. Without limiting the generality of the foregoing, the Government Parties shall cooperate with Concessionaire in connection with any efforts by the Concessionaire to obtain, at the expense of the Concessionaire, any endorsements or additional coverages with respect to the Title Commitment.

(b) *Reasonable Efforts.* From the date hereof up to the Time of Closing, each Party shall use all reasonable efforts (i) to take, or cause to be taken, all actions necessary to comply promptly with all requirements under this Agreement and all legal requirements which may be imposed on such Parties to consummate the Transaction as promptly as practicable, and (ii) to obtain (and to cooperate with the other Parties to obtain) any Consent of any Governmental Authority or any other public or private third party which is required to be obtained or made by such Party in connection with the consummation of the Transaction. Each Party shall promptly cooperate with and promptly furnish information to the other Parties in connection with any such efforts by, or requirement imposed upon, any of them in connection with the foregoing.

(c) *Injunctions.* If any Governmental Authority of competent jurisdiction issues a preliminary or permanent injunction or temporary restraining order or other order before the Time of Closing which would prohibit or materially restrict or hinder the Closing, each Party shall use all reasonable efforts to have such injunction, decree or order dissolved or otherwise eliminated or to eliminate the condition that formed the basis for such injunction or order, in each case as promptly as possible and, in any event, prior to the Time of Closing.

(d) *Operation of the Parking Facilities System.* From the Bid Date up to the Time of Closing, the Government Parties shall have caused the Authority Parking Facilities to be operated by the Authority, and the City Parking Facilities to be operated by the City, as applicable, in the ordinary course in a manner consistent with past practice, which shall include using all reasonable efforts to preserve the goodwill of the Parking Facilities System and to maintain good business relationships with customers, suppliers and others having business dealings with the Parking Facilities System, to maintain the Parking Facilities System Assets in normal operating condition and repair in accordance with past practice (ordinary wear and tear excepted), to perform (or cause to be performed) in all material respects all of the City's and the Authority's obligations under the Parking Facilities System Contracts and to cause the Parking Facilities System to be operated in all material respects in accordance with all applicable Laws (except to the extent any non-compliance is being contested in good faith by appropriate

proceedings), all to the end that the Parking Facilities System as a going concern shall be unimpaired and transferred to the Concessionaire at the Closing in a condition not materially worse than the condition as of the Bid Date. It is understood and agreed that the Authority or the City, as applicable, shall, up to and including the Time of Closing, be entitled to all of the cash or cash equivalents in or generated by the Parking Facilities System (subject to the terms of Section 2.2(b) in the case of any cash or cash equivalents that are paid prior to the Time of Closing but are allocable to periods after the Time of Closing). Without limiting the foregoing, the Government Parties shall not terminate, amend, modify or agree to a waiver of the terms of any Authorization related to the Parking Facilities System after the Bid Date and before the Time of Closing without the Concessionaire's consent, which shall not be unreasonably withheld, conditioned or delayed.

(e) *Policies of Insurance.* From the date hereof up to the Time of Closing, the Government Parties shall continue in force all applicable policies of insurance maintained in respect of the Parking Facilities System. At the Time of Closing, the Concessionaire shall be responsible for obtaining insurance for the Parking Facilities System in accordance with the terms hereof.

(f) *Disclosure of Changes.*

(i) From the date hereof up to the Time of Closing, each Party shall immediately disclose in writing to the other Parties any matter which becomes known to it which is inconsistent in any material respect with any of the representations or warranties contained in Article 9. No such disclosure, however, shall cure any misrepresentation or breach of warranty for the purposes of Section 2.4 or Article 12; and

(ii) From the date hereof up to the Time of Closing, the Authority may supplement or amend the Schedules hereto, including one or more supplements or amendments to correct any matter which would constitute a breach of any representation, warranty, covenant or obligation contained herein, including any amendment or supplement to Schedule 2 to make any necessary changes in relation to, pursuant to or in accordance with the delivery of the Title Commitment pursuant to Section 2.4(a)(v)). No such supplement or amendment shall be deemed to cure any breach for purposes of Section 2.4(a) or, subject to the following sentence, for any other purpose. Notwithstanding the previous sentence, if the Closing occurs, then, subsequent to the Closing, any such supplement or amendment with respect to any representation or warranty contained in Sections 9.1(d), 9.1(g)(ii), 9.1(i), 9.1(j) or 9.1(k) or Sections 9.2(d), (e), (f), (g), (h) or (i) relating to a matter arising after the date hereof will be effective to cure and correct for all purposes any inaccuracy in, or breach of, any such representation or warranty which would exist if the Authority had not made such supplement or amendment, and all references to any Schedule hereto which is supplemented or amended as provided in this Section 2.5(f)(ii) shall (subject to the foregoing limitation) for all purposes after the Closing be deemed to be a reference to such Schedule as so supplemented or amended.

(g) *Access to Information.* From the date hereof up to the Time of Closing, but subject to confidentiality obligations binding on any Government Party with respect



to any Person (*provided* that the Government Party has disclosed to the Concessionaire the existence of the applicable agreement or other document that is subject to such confidentiality limitation in order to enable the Concessionaire to evaluate the materiality and significance of the lack of disclosure based on such limitations) the Government Parties shall (i) give the Concessionaire and its Representatives reasonable access during normal business hours and on reasonable notice to the Parking Facilities System, subject to the Government Parties' policies and regulations regarding safety and security and any other reasonable conditions imposed by the Government Parties, (ii) permit the Concessionaire and its Representatives to make such inspections as they may reasonably request (including any environmental assessments of the Parking Facilities System and any plats of survey thereof) (*provided* that Concessionaire shall not conduct any boring, drilling or other invasive testing of the Parking Facilities System without the express Approval of the Authority, and such invasive testing may only be conducted after entering into a separate testing agreement with the Authority), and (iii) to furnish the Concessionaire and its Representatives with such financial and operating data and other information that is available with respect to the Parking Facilities System as they may from time to time reasonably request. The Concessionaire shall hold and will cause its Representatives to hold in strict confidence all documents and information concerning the Parking Facilities System to the extent and in accordance with the terms and conditions of the confidentiality agreement between the Authority and JPMorgan IIF Acquisitions LLC, dated April 15, 2010 and the confidentiality agreement among the Authority and P4 Partners LLC, LAZ Parking, LambdaStar Infrastructure Partners, LLC and Aurora Capital Partners, dated April 2, 2010. After the Closing Date, the Concessionaire shall at the request of the Authority, in connection with claims or actions brought by or against third parties based upon events or circumstances concerning the Parking Facilities System, (A) provide reasonable assistance in the collection of information or documents and (B) make the Concessionaire's employees available when reasonably requested by the Authority; *provided, however*, that the Authority shall reimburse the Concessionaire for all reasonable out-of-pocket and documented costs and expenses incurred by the Concessionaire in providing said assistance and will not unduly interfere with Concessionaire's operations.

(h) *Transition.* From the date hereof up to the Time of Closing, the Parties shall cooperate with each other to ensure the orderly transition of control, custody, operation, management, maintenance and rehabilitation of, and the right to charge and collect Parking Fee Revenues and Other Concession Revenues in connection with, the Parking Facilities System at the Time of Closing. In order to assure such orderly transition and to provide Information and Documents related to the operations of the Parking System to the Concessionaire, the Government Parties shall use commercially reasonable efforts to exercise their rights under existing service agreements with service providers. Upon the request of the Concessionaire, the Authority will use reasonable efforts to provide to the Concessionaire, for up to six months following the Closing, the services of any employee whose primary responsibilities relate to the Parking Facilities System (or the services of other Authority employees who are assigned for such purpose). All such services shall be provided for an amount equal to the actual cost to the Authority (including employment costs and related overhead expenses allocable to such employees, as reasonably determined by the Authority), which amount shall be billed to the

Concessionaire as soon as reasonably practicable following the end of each month and shall be payable by the Concessionaire within 30 days of receipt of any such statement, and upon such other reasonable terms and conditions as the Authority and the Concessionaire may agree.

(i) *Casualty Loss Prior to Closing.* If prior to the Time of Closing, a material casualty loss, destruction or damage to any part of the Parking Facilities System has occurred and this Agreement has not been terminated under Section 2.4(d), then the Government Parties at their option shall (i) promptly and diligently repair and rebuild the affected parts of the Parking Facilities System to restore them to at least the same condition in which they were before the occurrence of such casualty loss, destruction or damage, *provided* that if the affected parts of the Parking Facilities System cannot prior to the Closing Date be repaired or rebuilt to restore them to at least the same condition in which they were before the occurrence of such casualty loss, destruction or damage, the Government Parties shall make such repairs or restoration as can reasonably be completed prior to the Closing Date and prior to the Closing Date shall provide to the Concessionaire a plan for the completion of such repairs or restoration following the Time of Closing at the Authority's expense subject to the Concessionaire's reasonable approval and shall then complete such repairs or restoration in accordance with such plan, or (ii) authorize the Concessionaire to repair and rebuild the affected parts of the Parking Facilities System, in which event the Government Parties shall assign to the Concessionaire all insurance and other proceeds payable by third-party insurers or other third parties to the Government Parties in respect of such casualty loss, destruction or damage and enforce (with the cooperation of the Concessionaire) all of its rights, remedies and privileges under any applicable insurance policies with third-party insurers, *provided* that to the extent that such proceeds are not sufficient to repair and rebuild the affected parts of the Parking Facilities System and restore such affected parts to at least the same condition in which they were before the occurrence of the casualty loss, destruction or damage then (A) any Party may terminate this Agreement prior to the Closing Date or (B) in the event neither Party terminates this Agreement pursuant to clause (A), the Authority shall reimburse the Concessionaire for the difference upon such terms as are agreed to by the Authority and the Concessionaire. The Authority shall pay the Concessionaire all Concession Compensation with respect to any repair or restoration required by this Section 2.5(i).

(j) *Parking Facilities System Contracts.* (A) The Terminable Parking Facilities System Contracts are listed on Schedule 6, Part I. At least 45 days prior to the Closing Date, the Concessionaire shall designate any Terminable Parking Facilities System Contracts as Terminable Parking Facilities System Contracts to be assigned to the Concessionaire by the appropriate Government Party on the Closing Date; *provided* that with respect to that certain Parking Management Agreement, dated as of December 31, 2008, by and between the Authority and Network Parking, the Concessionaire shall provide such designation at least 65 days prior to the Closing Date. Following the Concessionaire's designation, each Government Party shall designate any remaining Terminable Parking Facilities System Contracts that are not to be assigned to the Concessionaire as Terminable Parking Facilities System Contracts to be retained by such Government Party following the Closing Date (so long as such retained Terminable

Parking Facilities System Contracts do not interfere with the operation of the Parking Facilities System). All other Terminable Parking Facilities System Contracts of a Government Party shall be terminated by the Government Party, effective at the Time of Closing. Any liability under or related to any Terminable Parking Facilities System Contracts retained by a Government Party following the Closing Date or terminated by a Government Party on the Closing Date (including any liability resulting from the termination thereof), and any liability under or related to any Terminable Parking Facilities System Contracts that is assigned to the Concessionaire on the Closing Date attributable to periods prior to the effectiveness of the assignment thereof to the Concessionaire, shall be solely for the account of the Government Party.

(B) The Non-Terminable Parking Facilities System Contracts listed in Schedule 6, Part II. will be assigned or transferred to and assumed by the Concessionaire on the Closing Date and will be deemed Assumed Liabilities of the Concessionaire.

(k) *Employees.* Prior to the Time of Closing, the Concessionaire shall (i) offer employment to all Authority employees engaged in the provision of Parking Facilities Services, who are in the bargaining unit recognized in a collective bargaining agreement with the Authority, (ii) assume each such collective bargaining agreement, and (iii) offer employment interviews to all non-union supervisory employees of the Authority engaged in the provision of Parking Facilities Services, *provided, however*, if the Concessionaire retains a Contractor (or later retains a successor Contractor) to operate the Parking Facilities System, the Concessionaire shall cause the Contractor (and any successor Contractor) to fulfill each of the foregoing commitments.

(l) *Pension Fund Agreement.* The Authority and the Concessionaire agree (or, if the Concessionaire retains an Operator or successor Operator, the Concessionaire will cause the Operator or successor Operator to agree) upon terms and conditions acceptable to the Teamsters Pension Fund, which will be attached and incorporated herein as Exhibit D, such that the Teamsters Pension Fund will agree not to treat the transactions contemplated by this Agreement as causing the Authority to incur any pension plan withdrawal liability, and the Teamsters Pension Fund will agree not to treat the Concessionaire's later use of an Operator or successor Operator to operate the Parking Facilities System as causing the Concessionaire or the Operator to incur any pension plan withdrawal liability. The agreement with the Teamsters Pension Fund is attached hereto as Exhibit D and includes provisions consistent with the following:

(i) If the Concessionaire withdraws from the Teamsters Pension Fund in a complete or a partial withdrawal (with the partial withdrawal being determined as provided for in this subparagraph), then the occurrence of the partial withdrawal and the amount of any partial or complete withdrawal liability shall be determined by including, as relevant to the pertinent calculation and without regard to Section 4204 of the Employee Retirement Income Security Act ("ERISA"), the total contribution base units the Authority and the Concessionaire reported (or should have reported) to the Teamsters Pension Fund, and the amounts the Authority and the Concessionaire contributed (or should have contributed) to the Teamsters Pension Fund;

(ii) If the Concessionaire retains an Operator or successor Operator to operate the Parking Facilities System and the Operator or successor Operator withdraws from the Teamsters Pension Fund in a complete or partial withdrawal (with the partial withdrawal being determined as provided for in this subparagraph), then:

(A) The occurrence of the partial withdrawal and the amount of any partial or complete withdrawal liability shall be determined by including, as relevant to the pertinent calculation and without regard to Section 4204 of ERISA, the contribution base units the Authority, the Concessionaire, the Operator, and/or the successor Operator (as applicable) reported (or should have reported) to the Teamsters Pension Fund, and the amounts the Authority, the Concessionaire, the Operator, and/or a successor Operator (as applicable) contributed (or should have contributed) to the Teamsters Pension Fund; and

(B) The Concessionaire shall guarantee the Operator's and the successor Operator's payment of the withdrawal liability.

(iii) If the Concessionaire, the Operator, and/or the successor Operator (as applicable) withdraws from the Teamsters Pension Fund during the first five plan years commencing with the first plan year beginning after the Closing Date, and if the Concessionaire, Operator, and/or the successor Operator fail to pay the withdrawal liability when due, then the Authority shall be secondarily liable for the withdrawal liability, up to the amount of the withdrawal liability that the Authority would have incurred if the transaction contemplated by the Agreement was treated as having caused the Authority to withdraw from the Fund.

(m) *Damage or Destruction.* Neither Government Party shall perform or fail to perform any act which as a result would cause material damage to or the destruction of the Parking Facilities System and such damage or destruction would have a Material Adverse Effect. For the avoidance of doubt whether or not sufficient insurance is in place shall be disregarded for the purposes of this Section 2.5(m).

(n) *Operational Matters.* The Government Parties shall consult with the Concessionaire with respect to any Parking Facilities System operation matters of a material nature prior to the Time of Closing.

**Section 2.6. Memorandum of Lease.** At the Time of Closing, the Parties shall execute and deliver a memorandum of lease (the "Memorandum of Lease") in the form attached hereto as Schedule 10, which shall be recorded in the Allegheny County Department of Real Estate. At the time of such recording, the Concessionaire shall pay any realty transfer tax due with respect to the lease granted under this Agreement. To the extent that changes are made to this Agreement with respect to the Term, leased property or other material matters set forth in the recorded Memorandum of Lease, the Parties shall execute, deliver and record an amendment to the recorded Memorandum of Lease reflecting such changes. The Parties agree not to record this Agreement itself.

**Section 2.7. City Reversionary Interest.** The City hereby irrevocably and unconditionally agrees that the grant contemplated in Section 2.1 shall, as of the Closing

Date, be effective to grant to the Concessionaire all of the rights and privileges contemplated in Section 2.1 and elsewhere in this Agreement which shall apply and remain effective, without any further action by any Person, to any reversionary interest of the City in the Parking Facilities System upon the termination of the Authority pursuant to Section 5514 of the Parking Authority Law. In connection therewith, the City shall do or cause to be done all such further acts and things as may be reasonably requested by the Concessionaire. Without limiting the foregoing, the City will promptly and duly execute and deliver or cause to be executed and delivered such instruments (including, without limitation, any agreements, leases, deeds of title and other documents) and take such actions as may be reasonably requested by the Concessionaire in order to carry out more effectively the intent and purpose of Section 2.1.

**Section 2.8. Closing Deliveries.** At the Time of Closing, each Party shall execute and deliver all assets, agreements of sale, assignments, endorsements, instruments and documents as are reasonably necessary in the opinion of the other Parties to effect the Transaction (and in form and substance that are reasonably satisfactory to such other Parties).

**Section 2.9. Intended Treatment for Federal and State Income Tax Purposes.**

(a) *Tax Treatment.* This Agreement is intended for United States federal and state income Tax purposes to be a sale of the Parking Facilities System and the Parking Facilities System Assets to the Concessionaire, a lease of the real property on which the Parking Facilities System is located, the grant to the Concessionaire of a right and franchise within the meaning of sections 197(d)(1)(D) and (F) of the Internal Revenue Code of 1986, and sections 1.197-2(b)(8) and (10) of the Income Tax Regulations thereunder, for and during the Term to provide Parking Facilities Services and an assignment to the Concessionaire of all other section 197 intangibles (within the meaning of such in the Internal Revenue Code of 1986) held by the Authority or the City with respect to the Parking Facilities System and the Parking Facilities System Assets and conveyed by this Agreement. The Government Parties and the Concessionaire agree that the Consideration will be allocated among the assets that the Concessionaire is obtaining the use of pursuant to this Agreement using the residual allocation provisions of section 1060 of the Internal Revenue Code of 1986 as provided therein.

(b) *Allocation.* The Concessionaire shall prepare an allocation of the Consideration (and all other capitalized costs) among the acquired assets in accordance with section 1060 of the Internal Revenue Code of 1986 and the applicable Income Tax Regulations. The Concessionaire shall deliver such allocation to the Government Parties within 60 Days after the Closing. The Concessionaire acknowledges that (i) the leasing of the Parking Facilities System as provided under this Agreement may result in the transfer of the tax ownership of the Parking Facilities System from the Government Parties to the Concessionaire, (ii) the Authority will be required to maintain the exclusion of the interest on the Parking Facilities System Bonds from the gross income of the owners of the Parking Facilities System Bonds for federal income tax purposes and (iii) in order to do so the Authority may undertake “remedial actions” under applicable Income Tax Regulations or enter into settlement agreements with the Internal Revenue

Service. The Parties agree that any allocation under said section 1060 must not restrict the Authority's ability to preserve the tax-exempt status of the interest on the Parking Facilities System Bonds as determined by the Authority. The Parties agree that any allocation prepared by the Concessionaire that is prepared in accordance with said section 1060 and the applicable Income Tax Regulations and does not restrict the ability of the Authority to preserve the tax-exempt status of interest on the Parking Facilities System Bonds shall be binding upon the Parties.

### ARTICLE 3 TERMS OF THE LEASE AND CONCESSION

#### **Section 3.1. Quiet Enjoyment; Present Condition.**

(a) *Quiet Enjoyment.* The Government Parties agree that the Concessionaire shall, at all times during the Term, be entitled to and shall have the quiet possession and enjoyment of the Parking Facilities System and the rights and privileges granted to the Concessionaire hereunder, subject to (i) the Authority's right to terminate the Concessionaire Interest with respect to any of the Parking Lots pursuant to Section 3.19, (ii) the City's and Authority's remedies upon a Concessionaire Default, (iii) the Reserved Powers and (iv) the provisions contained in this Agreement. The Parties acknowledge that the Concessionaire's rights to use the Parking Facilities System as public parking garages and public parking lots and charge parking fees are subject to the right of the Government Parties, in accordance with the terms of this Agreement, to monitor compliance with this Agreement to ensure that the Parking Facilities System is used and operated as required by this Agreement. Any entry by the Government Parties or any of their Representatives onto the Parking Facilities System required or permitted under this Agreement shall not constitute a reentry, trespass or a breach of the covenant for quiet enjoyment contained in this Agreement. The Authority shall, at all times during the Term, defend its fee or leasehold interest title, as the case may be, to the Parking Facilities System, the Concessionaire's leasehold interest in and to the Parking Facilities System and the rights granted to the Concessionaire hereunder, or any portion thereof, against any Person claiming any interest adverse to the Authority or the Concessionaire in the Parking Facilities System, or any portion thereof, except where such adverse interest arises as a result of the act, omission, negligence, misconduct or violation of Law of the Concessionaire, its Affiliates or their respective Representatives.

(b) *Present Condition.* Subject to Section 2.5(i) and except as specifically set forth herein, the Concessionaire understands, agrees and acknowledges that the Concessionaire (i) by the execution of this Agreement, agrees to accept the Parking Facilities System "AS IS" at the Time of Closing and (ii) has inspected the Parking Facilities System and is aware of its condition and acknowledges that the Government Parties have not made and are not making any representation or warranty, express or implied, regarding the condition of the Parking Facilities System (or any part thereof) or its suitability for the Concessionaire's proposed use.

### **Section 3.2. Parking Facilities System Operations.**

(a) *Use.* Except as otherwise specifically provided herein, including without limitation the public purpose requirements set forth in Section 3.18 the Concessionaire shall, at all times during the Term, (i) be responsible for all aspects of the Parking Facilities System Operations, and (ii) maintain and operate the Parking Facilities System and cause the Parking Facilities System Operations to be performed in accordance with the provisions of this Agreement and applicable Law (*provided, however*, that the Concessionaire or the Operator may contest the application of any Law by appropriate proceedings). The Concessionaire shall, at all times during the Term, cause the Parking Facilities System to be continuously open and operational for use by all members of the public for Parking Facilities Purposes (and subject to the terms of the definition thereof and Section 3.18) as controlled access parking garages, controlled access parking lots or metered parking lots, as applicable, 24 hours a day, every day, except that the Concessionaire (A) may provide limited hours of operation for Allowable Service Concessions; (B) shall not be required to operate the Second Avenue Plaza Parking Lot during the hours of 3:30 p.m. to 5:00 a.m. and (C) may close the Parking Facilities System or a portion or portions thereof (1) with respect to underutilized portions of the Parking Facilities System during periods of such underutilization, as reasonably determined by the Concessionaire, and subject to the Concessionaire complying with the terms of the definition of “Parking Facilities Purposes” and the requirements of Section 3.18; *provided* that no such closure shall prevent users of the Parking Facilities System from retrieving their vehicles from any such closed portion, (2) as specifically permitted under this Agreement, (3) as required by applicable Law, (4) as necessary to comply with any other requirement of this Agreement (including closures related to the performance of the Required Capital Improvements or to the performance of capital improvements or maintenance or repair activities as required by the Operating Standards) or (5) as necessary for temporary closures required to address emergencies, public safety or temporary events.

(b) *Costs and Expenses.* Except as otherwise specifically provided herein, the Concessionaire shall, at all times during the Term, pay or cause to be paid all costs and expenses relating to the Parking Facilities System Operations as and when the same are due and payable.

(c) *Assumed Liabilities and Excluded Liabilities.*

(i) The Concessionaire agrees to assume and discharge or perform when due, all debts, liabilities and obligations whatsoever relating to the Parking Facilities System or the Parking Facilities System Operations that occur, arise out of or relate to, or are based on facts or actions occurring, during the Term, but only to the extent such debts, liabilities or obligations do not arise from or relate to any breach by any Government Party of any covenant, representation or warranty set forth in this Agreement (collectively, the “Assumed Liabilities”); *provided that* the Assumed Liabilities shall not include the Excluded Liabilities as defined in paragraph (ii).

(ii) The Excluded Liabilities shall consist of any debts, liabilities and obligations: (A) with respect to the such Government Party’s obligations under this

Agreement, which each respective Government Party shall perform and discharge when due; (B) arising out of Parking Facilities System Operations (including with respect to any Parking Facilities System Contracts) prior to the Time of Closing, which the Authority shall perform and discharge when due; (C) relating to any Parking Facilities System Bonds or any other debt or obligations related to the Parking Facilities System and incurred by any Government Party or the defeasance thereof, which the Government Party who incurred such debt or obligation shall perform and discharge; or (D) arising under any Environmental Law and related to (1) the ownership, operation or condition of the Parking Facilities System at any time prior to the Time of Closing or (2) any Hazardous Substance or other contaminant that was present or released on or migrated or escaped or was released from the Parking Facilities System or its subsurface or otherwise existed at any time prior to the Time of Closing and including (a) the abatement or removal of any asbestos present at the Time of Closing from the Parking Facilities System as required by any Environmental Law in connection with the repair, maintenance or construction activities permitted or required to be performed under this Agreement and (b) any known or unknown environmental conditions relating to the Parking Facilities System or its subsurface that existed prior to the Time of Closing the manifestation of which occurs following the Time of Closing, which environmental obligations the Authority shall perform and discharge when due.

### **Section 3.3. Operator.**

(a) *Engagement.* The Parking Facilities System Operations shall, at all times during the Term, be under the direction and supervision of an active operator with the expertise, qualifications, experience, competence, skills and know-how to perform the Parking Facilities System Operations in accordance with this Agreement (an “Operator”) who may be the Concessionaire itself or its Affiliate. Except as provided in Section 2.5(h), the Operator on the first day of the Term shall be the Concessionaire unless the Concessionaire has designated another Person to be the Operator in the response to the request for Parking Facilities System concessionaire qualifications delivered by or on behalf of the Concessionaire to the Authority in connection with the execution of this Agreement. The Concessionaire shall not engage or appoint a replacement Operator unless the Authority has Approved such Operator (based upon a determination in accordance with Section 3.3(b)) or such Operator and replacement Operator are Affiliates of the Concessionaire in which case no such Approval shall be required; *provided, however*, that a Change in Control of an Operator shall be deemed to be the appointment of a replacement Operator subject to the Authority’s Approval. The Operator shall at all times be subject to the direction, supervision and control (by ownership, contract or otherwise) of the Concessionaire, and any delegation to an Operator shall not relieve the Concessionaire of any obligations, duties or liability hereunder. The Concessionaire shall immediately notify the Authority upon the termination or resignation of an Operator. Any agreement between the Concessionaire and any Operator shall by its terms terminate without penalty at the election of the Authority or the Operator upon three Business Days’ notice to such Operator or the Authority, as applicable, upon the termination of this Agreement. The Operator shall have no interest in or rights under this Agreement or the Parking Facilities System unless the Operator is the Concessionaire itself.



(b) *Approval.* The Approval of a proposed replacement Operator may be withheld if the Authority reasonably determines that the engagement of such proposed Operator is prohibited by applicable Law or such proposed Operator is not capable of performing the Parking Facilities System Operations in accordance with this Agreement, which determination shall be based upon and take into account the following factors: (i) the ability of the Operator to operate the Parking Facilities System in a manner that complies with the Operating Standards and will result in the operation of the Parking Facilities System in accordance with the public purposes of the Authority as set forth in the Parking Authority Law and in Section 3.18; (ii) the financial strength and integrity of the proposed Operator and its direct or indirect beneficial owners; (iii) the capitalization of the proposed Operator; (iv) the experience of the proposed Operator in operating parking garages and performing other projects; (v) the background and reputation of the proposed Operator, its direct or indirect beneficial owners and each of their respective officers, directors and employees (including the absence of criminal, civil or regulatory claims or actions against any such Person and the quality of any such Person's past or present performance on other projects); and (vi) the ability of the Operator to meet the requirements then generally applied by the City to applicants for a license to operate a Public Garage. Any disputes between the Government Parties and the Concessionaire with respect to the appointment or replacement of the Operator shall be settled in accordance with the provisions of Article 19. Notwithstanding the foregoing, in the event that, upon termination or resignation of the Operator, a replacement Operator acceptable to the Authority has not been appointed, the Concessionaire shall have the right to appoint, for a period not to exceed six months, an interim Operator to operate the Parking Facilities System until a replacement Operator can be selected pursuant to this Agreement. This interim Operator may be selected without Approval by the Authority so long as the Concessionaire reasonably determines that the interim Operator meets the following criteria: (A) the interim Operator has experience in operating public parking facilities substantially similar to the Parking Facilities System and (B) the interim Operator (or any guarantor of its obligations) has a tangible net worth reasonably sufficient to carry out its obligations and responsibilities as Operator. The Concessionaire shall not extend the term of any interim Operator beyond six consecutive months or appoint a successor interim Operator after such six-month period.

(c) *Removal.* If the Operator (i) is delinquent for 30 Days or more in the payment of any tax, fee or other monetary obligation due and payable to the City or the Authority with respect to the Parking Facilities System or Parking Facilities Services or (ii) fails to operate the Parking Facilities System in compliance with the Operating Standards and Section 3.18, and after 30 days written notice from the Authority to the Operator and Concessionaire, fails to cure such delinquency or correct in a timely manner all deficiencies in such operation of the Parking Facilities System set forth in said written notice, then the Authority may direct that the Concessionaire remove the Operator pursuant to a resolution adopted by the Board. The Authority shall provide the Concessionaire and the Operator with no less than 20 days prior written notice of the time, date, place and subject matter of the meeting of the Board at which the removal resolution will be considered and both the Concessionaire and the Operator shall be afforded a reasonable opportunity to present testimony and evidence at such meeting and to present to the Board written objections to any proposed removal determination. Any

resolution adopted by the Authority Board shall contain written determinations as to the reasons for removal of the Operator and any determinations by the Board shall be subject to appeal and review in accordance with the provisions of the Local Agency Law of Pennsylvania. Within 45 Days following the effective date of such resolution, the Concessionaire shall remove the then current Operator and replace such Operator with either (i) a new Operator that is approved by the Authority pursuant to Section 3.3(b) or (ii) the Concessionaire.

#### **Section 3.4. Authorizations; Qualifications.**

(a) *Compliance.* The Concessionaire shall obtain, comply with, promptly renew and maintain in good standing all Authorizations; *provided, however,* that if the Concessionaire is, at any time during the Term, required to obtain any Authorization from a Governmental Authority that the Government Parties were not required to obtain in connection with the operation of the Parking Facilities System prior to the time of closing, the Government Parties shall use their reasonable efforts to assist the Concessionaire in obtaining such Authorizations. Nothing in this Agreement, including Section 2.1, shall be deemed to waive or modify any Authorization required to be obtained by the Concessionaire or any other Person in connection with the Parking Facilities System, the Parking Facilities System Operations or any activities generating Parking Fee Revenues or Other Concession Revenues.

(b) *Qualifications.* The Concessionaire shall, at all times during the Term, maintain in full force and effect its existence and all qualifications necessary to carry on its business pertaining to the Parking Facilities System Operations, including all rights, franchises, licenses, privileges and qualifications required in connection with the Parking Facilities System Operations. Nothing contained in the foregoing shall be deemed to prohibit or limit the Concessionaire from changing its organizational form or status (including a change from a limited liability company to a corporation or a limited partnership), subject to the terms of Section 17.1(e).

#### **Section 3.5. No Encumbrances.**

(a) *By the Concessionaire.* The Concessionaire shall not do any act or thing that will create any Encumbrance (other than a Permitted Concessionaire Encumbrance) against the Parking Facilities System and shall promptly remove any Encumbrance (other than a Permitted Concessionaire Encumbrance) against the Parking Facilities System, unless the Encumbrance came into existence as a result of an act of or omission by the Government Parties or a Person claiming through it which in turn was not caused by an act or omission of the Concessionaire. The Concessionaire shall not be deemed to be in default hereunder if the Concessionaire continuously, diligently and in good faith contests any such Encumbrance, or the validity thereof (or causes such contest), by appropriate legal proceedings that shall operate to prevent the foreclosure of any such Encumbrance, *provided* that the Concessionaire has given (i) advance notification to the Government Parties that it is the intent of the Concessionaire to contest the validity or collection thereof or cause such contest and (ii) unless a bond or other security is provided in connection with such proceedings, a satisfactory indemnity to the Government Parties or deposit with the Authority a Letter of Credit, title insurance endorsement (or similar

instrument), indemnity bond, surety bond, cash or Eligible Investment reasonably satisfactory to the Authority in an amount equal to the amount of the claim or Encumbrance, plus such interest and penalties, court costs, or other charges as the Authority may reasonably estimate to be payable by the Concessionaire at the conclusion of such contest or as is required to provide insurance over any potential Encumbrance; *provided, however*, that in the event such Letter of Credit, cash or Eligible Investment shall be so deposited, the same shall be held until such claim or other imposition shall have been released and discharged and shall thereupon be promptly returned to the Concessionaire, less any amounts reasonably expended by the Government Parties to procure such release or discharge, or any loss, cost, damage, reasonable attorneys' fees or expense incurred by the Government Parties by virtue of the contest of such Encumbrance.

(b) *By the Government Parties.* The Government Parties shall not do any act or thing that will create any Encumbrance (other than a Permitted Authority Encumbrance) against the Parking Facilities System and shall promptly remove any Encumbrance (other than a Permitted Authority Encumbrance) against the Parking Facilities System that came into existence as a result of an act of or omission by the Government Parties or a Person claiming through the Government Parties. The Government Party shall not be deemed to be in default hereunder if the Government Party continuously, diligently and in good faith contests any such Encumbrance, or the validity thereof (or causes such contest), by appropriate legal proceedings that shall operate to prevent the foreclosure of any such Encumbrance, *provided* that the Government Party has given advance notification to the Concessionaire that it is the intent of the Government Party to contest the validity or collection thereof or cause such contest.

(c) *Removal.* The Concessionaire, if requested by a Government Party and at the cost and expense of the requesting Government Party, shall use its reasonable efforts to assist such Government Party in attempting to remove any Encumbrance that has come into existence as a result of an act or omission by such Government Party. Each Government Party, if requested by the Concessionaire and at the Concessionaire's costs and expense, shall use its reasonable efforts to assist the Concessionaire in attempting to remove any Encumbrance that has come into existence as a result of an act of or omission by the Concessionaire; *provided* that nothing herein shall obligate any Government Party to waive, modify or otherwise limit or affect the enforcement by any Government Party of any applicable Law with respect to the Parking Facilities System or any activities generating Parking Fee Revenues or Other Concession Revenues.

**Section 3.6. Single Purpose Covenants.** The Concessionaire shall, at all times during the Term, (i) be formed and organized solely for the purpose of owning the Concessionaire Interest and, at the option of the Concessionaire, the "Concessionaire Interest" as such term is defined under the Meters Agreement and using, possessing, leasing, operating, collecting (A) Parking Fee Revenues and Other Concession Revenues with respect to and otherwise dealing with the Parking Facilities System (and carrying out other activities permitted pursuant to this Agreement (and any activities reasonably incidental and related thereto)) and (B) Metered Parking Revenues (as such term is defined in the Meters Agreement) with respect to and otherwise dealing with the Metered

Parking System (as such term is defined in the Meters Agreement (and carrying out other activities permitted, pursuant to the Meters Agreement, (ii) not engage in any business unrelated to clause (i) above, except that the Concessionaire may enter into and perform the obligations under the Meters Agreement and carry out the other activities permitted pursuant to the Meters Agreement and any activities reasonably incidental thereto, (iii) not have any assets other than those related to its activities in accordance with clauses (i) and (ii) above, (iv) except as appropriate for Tax reporting purposes, maintain its own separate books and records and its own accounts, (v) observe all corporate, limited partnership or limited liability company, as applicable, formalities and do all things necessary to preserve its existence, (vi) not guarantee or otherwise obligate itself with respect to the debts of any other Person, (vii) except as expressly permitted hereby or by any Leasehold Mortgage or Collateral Assignment (as such term is defined in the Meters Agreement) or in connection in the ordinary course of business of the Parking Facilities System or the Metered Parking System (as such term is defined in the Meters Agreement), not pledge its assets for the benefit of any other Person and (viii) maintain adequate capital in light of its contemplated business operations.

**Section 3.7. Rights of the Government Parties to Access and Perform Work on the Parking Facilities System.**

(a) *Reservation of Rights.* The Government Parties reserve (for themselves and any of their Representatives, grantees, tenants, mortgagees, licensees and others claiming by, through or under the Government Parties) and shall, at all times during the Term, have the right to enter the Parking Facilities System and each and every part thereof at all reasonable times and upon reasonable prior notice to perform each of the following at the such Government Party's own cost and expense (other than if pursuant to clause (ii) or (iii)):

(i) to inspect the Parking Facilities System or determine whether or not the Concessionaire is in compliance with its obligations under this Agreement or applicable Law pursuant to Section 8.3;

(ii) if a Concessionaire Default then exists, subject to the cure rights of the Leasehold Mortgagee set forth in Section 18.3, to make any necessary repairs to the Parking Facilities System and perform any work therein pursuant to Section 16.1(b)(iii);

(iii) in the event of an emergency or danger that threatens to cause injury to individuals (or damage to property) or to impair the continuous operation of the Parking Facilities System as public parking garages and if the Concessionaire is not then taking all necessary steps to rectify or deal with said emergency or danger, to take actions as may be reasonably necessary to rectify such emergency or danger (in which case, no notice shall be necessary);

(iv) as may be necessary to design, construct, operate, service, manage, maintain, repair, rehabilitate or replace any Affected Property owned or controlled by a Government Party that is located within the boundaries of the Parking Facilities System, including, without limitation, utilities and storage and maintenance facilities located

within portions of the Affected Property that is located within the boundaries of the Parking Facilities System;

(v) to (A) install, design, manage, maintain, repair and rehabilitate any existing or future safety measures (whether provided by the Government Party or third parties at the Government Party's instruction) in, on, under, across, over or through the Parking Facilities System (including surveillance equipment and other safety equipment), (B) grant easements and rights on, over, under or within the Parking Facilities System for the benefit of suppliers or owners of any such measures and (C) use the Parking Facilities System in connection with any such installation, design, management, maintenance, repair or rehabilitation (*provided* that notwithstanding the foregoing clauses (A), (B) and (C), the Concessionaire shall have the right, at all times during the Term, to install, design, manage, maintain, repair and rehabilitate safety measures for its own account (and not for lease, resale or service to third parties) to the extent that the said safety measures are necessary for the Parking Facilities System Operations);

(vi) to design, construct, operate, service, manage, maintain, repair, rehabilitate or replace any Affected Property, other than as provided in clause (v);

(vii) to (A) install, design, manage, maintain, repair and rehabilitate any existing or future utilities or similar services (whether provided by the Government Party or third parties at the Government Party's instruction) in, on, under, across, over or through the Parking Facilities System (including water and sewer lines, power transmission lines, fiber optic cable, other communications and other equipment), (B) grant easements and rights on, over, under or within the Parking Facilities System for the benefit of suppliers or owners of any such utilities or services and (C) use the Parking Facilities System in connection with any such installation, design, management, maintenance, repair or rehabilitation (*provided* that notwithstanding the foregoing clauses (A), (B) and (C), the Concessionaire shall have the right, at all times during the Term, to install, design, manage, maintain, repair and rehabilitate utilities or other services for its own account (and not for lease, resale or service to third parties) to the extent that the said utilities or services are necessary for the Parking Facilities System Operations); and

(viii) to, solely in accordance with the terms hereof, do any other act or thing that the City or the Authority may be obligated to do or have a right to do under this Agreement;

*provided, however*, that the Government Parties shall not (A) be obligated to make any payments to the Concessionaire for such access (other than Concession Compensation to the extent required hereunder) and the Government Parties shall use reasonable efforts to minimize interference with the Parking Facilities System Operations in connection with any entry on the Parking Facilities System pursuant to this Section 3.7(a) and (B) have access to the cash collections or any software or other intangibles of the Concessionaire. The Authority shall pay to the Concessionaire the Concession Compensation, after demand by the Concessionaire, resulting from any entry to or action on the Parking Facilities System pursuant to clauses (iv), (v), (vi), (vii) and (viii).

(b) *Access Rights.* The Government Parties and any of their Representatives, grantees, tenants, mortgagees, licensees and others claiming by, through or under the

Government Parties, during the progress of any work referred to in this Section 3.7 shall, subject to the Concessionaire's right to demand payment of the Concession Compensation referred to in Section 3.7(a), have all necessary easement and access rights and may keep and store at the Parking Facilities System all necessary materials, tools, supplies, equipment and vehicles, in a reasonably neat and orderly fashion in compliance with all Laws and so as to not unreasonably interfere with the Concessionaire's conduct of business at the Parking Facilities System. To the extent that a Government Party undertakes work or repairs in the Parking Facilities System under this Section 3.7 or any other provision of this Agreement, such work or repairs shall be commenced and diligently completed in a good and workmanlike manner, in accordance with any applicable Operating Standards and in such a manner as not to unreasonably interfere with the conduct of business in or use of such space.

(c) *Effect of Reservation.* Any reservation of a right by the City or the Authority and any of their Representatives, grantees, tenants, mortgagees, licensees and others claiming by, through or under the City or the Authority to enter the Parking Facilities System and to make or perform any repairs, alterations, Restoration or other work in, to, above, or about the Parking Facilities System which is the Concessionaire's obligation pursuant to this Agreement, shall not be deemed to (i) impose any obligation on any Government Party to do so, (ii) render the Government Party liable to the Concessionaire or any other Person for the failure to do so or (iii) relieve the Concessionaire from any obligation to indemnify the Government Party as otherwise provided in this Agreement. Nothing in this Agreement shall impose any duty upon the part of the City or the Authority to do any work required to be performed by the Concessionaire hereunder and performance of any such work by the City or the Authority and any of their Representatives, grantees, tenants, mortgagees, licensees and others claiming by, through or under the City or the Authority shall not constitute a waiver of the Concessionaire's default in failing to perform the same.

### **Section 3.8. Coordination.**

(a) *Utility Coordination.* The Concessionaire shall be responsible for coordinating or ensuring the coordination of all Parking Facilities System Operations with utilities and Persons having service lines, pipelines, transmission lines and other equipment, cables, systems and other apparatus in, on, under, over or adjacent to the Parking Facilities System. The Concessionaire shall cause provision to be made for the removal or temporary or permanent relocation and restoration of utilities and other services and any lines, equipment, cables, systems and other apparatus that intersect, interfere with, interface with or otherwise affect the Parking Facilities System Operations and shall arrange for temporary rights of entry and access to utilities and other services to be made available that are necessary in connection with the Parking Facilities System Operations or as may exist under this Agreement or applicable Law; *provided* that the Government Parties shall cooperate with the Concessionaire with respect to the Concessionaire's obligations under this Section 3.8(a).

(b) *Affected Property Coordination.* The Concessionaire shall be responsible for coordinating or ensuring the coordination of all Parking Facilities System Operations with Affected Property. The Concessionaire shall arrange for temporary right-of-entry

and access to the property of all relevant Governmental Authorities or other Persons as may be necessary in connection with the Parking Facilities System Operations or as may exist under this Agreement or applicable Law. The Government Parties shall cooperate with the Concessionaire with respect to the Concessionaire's obligations under this Section 3.8(b).

(c) *No Interference.* The Parties understand and agree that nothing in the foregoing clauses (a) and (b) is in any way intended to interfere with the normal operations of the Parking Facilities System by the Concessionaire, and the Government Parties shall cooperate with the Concessionaire in minimizing any effect that the obligations of the Concessionaire under such clauses (a) and (b) may have on the Parking Facilities System Operations and the Other Concession Revenues and Parking Fee Revenues.

**Section 3.9. Withholding Payments.** The Concessionaire acknowledges and agrees that if a Government Party is required under an applicable Law of general application to withhold a portion of any payment that the Government Party is obligated to make to the Concessionaire under this Agreement, the Government Party will be deemed to have satisfied such payment obligation to the Concessionaire to the extent of such withholding by the Government Party. If any such withheld amounts are permitted to be paid to the Concessionaire, the Government Party shall pay such amounts to the Concessionaire whenever permitted by Law. The Government Party shall notify the Concessionaire in writing at least five Business Days prior to the withholding of any amount pursuant to this Section 3.9.

**Section 3.10. Payment of Taxes.**

(a) *Payment.* Except as otherwise provided in this Section 3.10(a), the Concessionaire shall pay when due all Taxes payable during the Term in respect of the use, operations at, occupancy of, or conduct of business in or from the Parking Facilities System, including any parking Taxes that the Concessionaire is obligated to collect from customers of the Parking Facilities System and remit to the taxing authorities, as required by the applicable Law. The Authority reserves the right, without being obligated to do so, to pay the amount of any such Taxes not timely paid or contested by the Concessionaire, and the amount so paid by the Authority shall be deemed additional consideration hereunder, due and payable by the Concessionaire within 10 Business Days after written demand by the Authority. The Concessionaire shall have the right to contest in good faith the validity or amount of any Taxes which it is responsible to pay under this Section 3.10, *provided* that (i) the Concessionaire has given prior notice to the Authority of each such contest, (ii) no contest by the Concessionaire may involve a reasonable possibility of forfeiture or sale of the Parking Facilities System, and (iii) upon the final determination of any contest by the Concessionaire, if the Concessionaire has not already done so, the Concessionaire shall pay any amount found to be due, together with any costs, penalties and interest. It is the understanding and intention of the Parties that, except with respect to certain space used for Allowable Service Concessions, the real property comprising the Parking Facilities System is and shall remain public property used for public purposes, and that such real property utilized to provide the Parking Facilities Purposes is and should remain exempt from the imposition of real property

Taxes imposed by the Commonwealth of Pennsylvania or any subdivision of the Commonwealth of Pennsylvania (including any school district). The Concessionaire shall not be liable for, and the Authority shall pay any real property Tax or leasehold Tax imposed by the Commonwealth of Pennsylvania or any subdivision of the Commonwealth of Pennsylvania on the Parking Facilities System or the leasehold interest of the Concessionaire, other than real property Taxes and leasehold Taxes imposed upon that portion of the real property or leasehold interest of the Concessionaire comprising the Allowable Service Concessions or used by the Concessionaire for purposes other than the Parking Facilities Purposes. The imposition of real property Taxes upon real property or leasehold Taxes upon the leasehold interest of the Concessionaire utilized for Parking Facilities Purposes shall not be an Adverse Action if the full amount of such Tax is paid when due by the Authority or the City.

(b) *Compensation Event.* Any increase in the City of Pittsburgh parking tax to a rate in excess of forty percent (40%) shall constitute a Compensation Event for which the Concessionaire may be entitled to Concession Compensation.

**Section 3.11. Utilities.** During the Term, the Concessionaire shall pay when due all charges (including all applicable Taxes and fees) for gas, electricity, light, heat, power, telephone, water and other utilities and services used in the Parking Facilities System Operations or supplied to the Parking Facilities System during the Term. Upon request of the Authority, the Concessionaire shall forward to the Authority, within 15 days following the respective due dates, official receipts, photocopies thereof, or other evidence satisfactory to the Authority, acting reasonably, of the payment required to be made by the Concessionaire in accordance with this Section 3.11. The City shall offer to furnish to the Concessionaire for purposes of the Parking Facilities System Operations any utilities that the City is voluntarily and directly furnishing to other commercial users in the immediate vicinity of the Parking Facilities System at such time, on rates and other terms as are applicable to other similarly situated commercial users of such utilities, as may be amended from time to time; *provided, however*, that the City shall have no obligation or responsibility to furnish the Concessionaire with any other utilities and makes no representations or warranties as to the availability of any utilities. The City does not warrant that any utility services will be free from interruptions caused by war, insurrection, civil commotion, riots, acts of God, government action, terrorism, repairs, renewals, improvements, alterations, strikes, lockouts, picketing, whether legal or illegal, accidents, inability to obtain fuel or supplies or any other causes, and any such interruption of utility services in and of itself shall never be deemed an Adverse Action or an eviction or disturbance of the Concessionaire's use and possession of the Parking Facilities System or any part thereof, or render the City liable to the Concessionaire for damages or, unless the same constitutes a Delay Event, relieve the Concessionaire from performance of the Concessionaire's obligations under this Agreement.

**Section 3.12. Negotiations with Governmental Authorities.** Prior to entering into any agreement with any Governmental Authority in connection with the Parking Facilities System Operations (a "Government Agreement") that extends or could extend beyond the Term (unless such extension is subject to a right by the Authority to terminate such agreement within three Business Days' notice or less) or pursuant to which the Government Parties may incur any liability whatsoever thereunder, the Concessionaire



shall submit such Government Agreement for Approval by the Authority (which Approval may be withheld, delayed or otherwise conditioned in the discretion of the Authority) prior to the execution and delivery thereof (except with respect to Government Agreements the absence of which may cause the Concessionaire or Parking Facilities System Operations to fail to be in compliance with applicable Law or this Agreement, in which case the Concessionaire may enter into such Government Agreement upon notice to the Authority *provided* that the Concessionaire indemnifies the City and the Authority, as the case may be, for any Losses relating thereto).

### **Section 3.13. Notices of Defaults and Claims.**

(a) *Notice by the Concessionaire.* The Concessionaire shall promptly give notice to the Government Parties (i) if the Concessionaire becomes aware that a Concessionaire Default has occurred under this Agreement (*provided, however*, that the failure to give such notice shall not constitute an independent Concessionaire Default) and (ii) of all material claims, proceedings, disputes (including labor disputes) or litigation in respect of the Concessionaire pertaining to the Parking Facilities System or the Government Parties or the Parking Facilities System Operations (whether or not such claim, proceeding or litigation is covered by insurance) of which the Concessionaire is aware (other than as a result of a notice to the Concessionaire from a Government Party). The Concessionaire shall provide the Government Parties with all reasonable information requested by it from time to time concerning the status of such claims, proceedings or litigation.

(b) *Notice by the Authority.* The Authority shall promptly give notice to the Concessionaire (i) if the Authority becomes aware that an Authority Default has occurred under this Agreement (*provided, however*, that the failure to give such notice shall not constitute an independent Authority Default) and (ii) of all material claims, proceedings, disputes (including labor disputes) or litigation in respect of the Authority pertaining to the Parking Facilities System or the Concessionaire or the Parking Facilities System Operations (whether or not such claim, proceeding or litigation is covered by insurance) of which the Authority is aware (other than as a result of a notice to the Authority from the Concessionaire). The Authority shall provide the Concessionaire with all reasonable information requested by it from time to time concerning the status of such claims, proceedings or litigation.

(c) *Notice by the City.* The City shall promptly give notice to the Concessionaire (i) if the City becomes aware that a City Default has occurred under this Agreement (*provided, however*, that the failure to give such notice shall not constitute an independent City Default) and (ii) of all material claims, proceedings, disputes (including labor disputes) or litigation in respect of the City pertaining to the Parking Facilities System, the Parking Facilities System Operations or the Concessionaire (whether or not such claim, proceeding or litigation is covered by insurance) of which the City is aware (other than as a result of a notice to the City from the Concessionaire). The City shall provide the Concessionaire with all reasonable information requested by it from time to time concerning the status of such claims, proceedings or litigation.

Section 3.14. **Assignment of Operating Agreements and Plans.** At the request of the Authority, the Concessionaire shall collaterally assign, to the extent reasonably practicable, to the Authority, in form and substance satisfactory to the Authority, acting reasonably, all of the right, title and interest of the Concessionaire in, to and under all or any of the Operating Agreements and all present and future specifications, plans, drawings, information and documentation in relation to the Parking Facilities System Operations except to the extent any of the foregoing involve proprietary information (collectively, the “Operating Agreements and Plans”) as collateral security to the Authority for the observance and performance by the Concessionaire of its covenants and obligations under this Agreement. The Concessionaire covenants that it shall use all reasonable efforts to cause all of the right, title and interest of the Concessionaire in, to and under all Operating Agreements and Plans entered into or created after the Time of Closing to be collaterally assignable to the Authority for the purposes of this Section 3.14. The Authority acknowledges that the Operating Agreements and Plans may also be assigned as security to a Leasehold Mortgagee and that each of the Authority and such Leasehold Mortgagee shall be entitled to use the Operating Agreements and Plans in enforcing their respective security as hereinafter provided. Without limiting the generality of the foregoing, but subject to the Authority’s assumption of liabilities under the Operating Agreements and Plans and to Article 18, the Authority shall be entitled to use the Operating Agreements and Plans in each of the following events: (i) if the Authority terminates this Agreement without a concession agreement being granted to a Leasehold Mortgagee or nominee thereof pursuant to the provisions of Article 18; and (ii) if the Authority elects to use the Operating Agreements and Plans to remedy a Concessionaire Default under this Agreement. Notwithstanding the foregoing, in the event that any such Leasehold Mortgagee has entered into possession or is diligently enforcing and continues to diligently enforce its security, whether by way of appointment of a receiver or receiver and manager, foreclosure or power of sale in accordance with Article 18, or otherwise, and is using the Operating Agreements and Plans in respect of the Parking Facilities System Operations, the Authority shall not be entitled to use the Operating Agreements and Plans in enforcing its security, it being acknowledged that any assignment of the Operating Agreements and Plans to a Leasehold Mortgagee shall have priority at all times over any assignment of the Operating Agreements and Plans to the Authority. The Concessionaire shall promptly deliver to the Authority, at the sole cost and expense of the Concessionaire, forthwith after completion or execution and delivery, a copy of each item of the Operating Agreements and Plans.

**Section 3.15. Naming Rights and Advertisements.**

(a) The name designated for the Parking Facilities System is the “Pittsburgh Parking System” composed of each of the named Parking Garages listed in Schedule 1, the Second Avenue Parking Plaza and other Parking Lots. Such names may be changed by the Concessionaire with the prior Approval of the Government Parties.

(b) The Authority retains the exclusive naming rights with respect to the Parking Facilities System and the exclusive right to register and own the naming rights as the “Pittsburgh Parking System,” including the right to sell or lease any naming rights for the Parking Facilities System, or any portion of the Parking Facilities System, to any third party; *provided* that, during the Term, without the prior consent of the Concessionaire

(which shall not be unreasonably withheld), the Authority shall not (i) change the names of any Parking Garage and the Parking Facilities System or (ii) grant any third party to right to change the names of any Parking Garage and the Parking Facilities System. Any action taken by the Authority pursuant to this Section 3.15(b) is not a Compensation Event or an Adverse Action. The Government Parties shall not use or permit to be used any name or mark in connection with the Parking Facilities System that may reasonably be odious or offensive to the Concessionaire or otherwise be reasonably likely to result in negative association by the general public.

(c) The Government Parties grant to the Concessionaire a non-exclusive, non-transferable, royalty-free license during the Term to use the names “Second Avenue Parking Plaza” and the names of each of the named Parking Garages listed in Schedule 2, together with all existing and future developed logos and marks (not including the City seal or the Authority seal) used in connection with the Parking Facilities System Operations, solely in connection with the performance of the Concessionaire’s rights and obligations under this Agreement. The Concessionaire may sub-grant the same right to the Operator and vendors with operations within the boundaries of the Parking Facilities System.

(d) The Concessionaire may provide for advertisements at the Parking Facilities System. All such advertisements must conform to the requirements of the Advertising Policy set forth in Schedule 11 attached hereto.

**Section 3.16. Police, Fire, Emergency and Public Safety Access Rights.** At all times during the Term and without notice or compensation to the Concessionaire (i) any police, fire and emergency services and any other security or emergency personnel retained by or on behalf of the City or the Authority shall have access, as required by such services or personnel, to the Parking Facilities System; (ii) the Government Parties shall have access to the Parking Facilities System as necessary for the protection of public safety; *provided, however*, that inspections by the Government Parties for purposes of determining whether or not the Concessionaire is in compliance with its obligations under this Agreement or applicable Law shall be undertaken pursuant to Section 3.7(a)(i); and (iii) any Governmental Authority with jurisdiction over the Parking Facilities System shall have access to the Parking Facilities System as necessary for emergency management and homeland security purposes, including the prevention of or response to a public safety emergency.

**Section 3.17. Administration of the Public Way.**

(a) The Concessionaire acknowledges and accepts that the City holds and administers the public way for the non-discriminatory benefit of all Persons and interests, including the Concessionaire and the Concessionaire Interest. The rights granted to the Concessionaire under this Agreement do not create a priority in favor of the Concessionaire over any other user of the public way and are subject to the Operating Standards and all provisions of Law, including, but not limited to, applicable City permit requirements.

(b) Any action by the City with respect to streets or other portions of the public way (including any action constituting an exercise of Reserved Powers) shall constitute a Compensation Event if such action (i) materially restricts access to a Parking Garage or Parking Lot by motor vehicles for a period of 90 Days or more within any period of 360 consecutive Days; (ii) is not in response to any action or omission on the part of the Concessionaire or the Operator; (iii) results in a reduction in the number of motor vehicles using the Parking Facilities System and (iv) results in a reduction of Parking Fee Revenues during such 360 Day period in excess of \$100,000, Adjusted for Inflation from the month of the Closing Date to the month that is four months prior to the month a claim for Concession Compensation is made by the Concessionaire with respect to such Compensation Event.

### Section 3.18. Public Purpose Requirements.

(a) The Parties agree that during the Term the Authority retains the Reserved Power to enforce this Agreement and the Operating Standards such that the Parking Facilities System will be dedicated and used at all times for purposes intended to promote the public safety, convenience and welfare, to enhance the free circulation of traffic through the streets of the City of Pittsburgh, to alleviate traffic congestion that interferes with the primary use of such streets for the movement of vehicles, including the rapid and effective disposition of firefighters, police forces and public safety responders, and to otherwise foster and promote the public purposes of the Parking Authority Law.

(b) The Concessionaire, and any Operator, at all times during the Term, shall maintain and operate the Parking Facilities System and shall provide Parking Facilities Services pursuant to this Agreement for Parking Facilities Purposes in accordance with the Operating Standards and the public purposes of the Authority as enumerated in the Parking Authority Law.

(c) In order to assure that the Parking Facilities System continues to fulfill the public purposes of the Authority, the Parking Facilities System shall be operated consistent with the following requirements:

(i) Except as provided in Section 3.18(c)(ii),

(A) The number of spaces available in each Core Area Parking Facility that is available for use by members of the general public for transient parking and not allocated to specific Persons (such as through arrangements for monthly or annual parking) shall be no less than 45% of the spaces in such Core Area Parking Facility and the aggregate number of such spaces in the combined Core Area Parking Facilities (taken as a whole) that is available for use by members of the public for transient parking shall be not less than 50% of the spaces in the Core Area Parking Facilities (the “Minimum Transient Spaces”). For purposes of calculating compliance with this requirement, the number of spaces available shall be calculated separately for weekday daytime (6 a.m. to 6 p.m.), weekday nighttime (6 p.m. to 6 a.m.) and weekend (Friday 6 p.m. to Monday 6 a.m.).

(B) No more than 30 percent of the number of spaces in any Parking Garage or Parking Lot within the Parking Facilities System may be reserved or dedicated under any agreement with any Person for lease to any such Person or to a group of Persons who either are residents of the same residential building or are employees or customers of a single business or commercial enterprise, and no more than 40 percent in the aggregate of such spaces in any such Parking Garage or Parking Lot may be reserved or dedicated under all such agreements (the “Lease Commitment Limit”).

(ii) The Concessionaire may request the Authority to approve an adjustment of the Minimum Transient Spaces or Lease Commitment Limit for a particular Parking Garage or Parking Lot, which approval shall be subject to the Authority’s discretion. In considering any such request, the Authority shall consider (A) the pattern of historical use of the affected Parking Garage or Parking Lot, and whether historical use indicates underutilization of the Parking Garage or Parking Lot; (B) the impact of any change in the Minimum Transient Spaces or Lease Commitment Limit upon traffic control and availability of adequate off-street parking in the area served by the Parking Garage or Parking Lot; and (C) the impact of any change in the Minimum Transient Spaces or Lease Commitment Limit upon the ability of the Parking Facilities System as a whole to continue to serve its essential public purposes.

(iii) No parking space area existing as of the Closing Date in a particular Parking Garage or Parking Lot may be converted to use as an Allowable Service Concession without the approval of the Authority, which approval shall be at the Authority’s discretion.

(iv) In implementing the improvement or replacement of a particular Parking Garage or Parking Lot, (A) the percentage of parking spaces available for transient parking after the improvement or replacement project shall not be less than the percentage of parking spaces available for transient parking prior to such project, and (B) no greater than 20% of the total area of the Parking Garage or Parking Lot shall be utilized for Allowable Service Concessions. The Authority may, at the Authority’s discretion, approve exceptions to the requirements in this Section 3.18(c)(iv), *provided* that the Authority determines that the Parking Garage or Parking Lot, and the Parking Facilities System as a whole, will continue to serve the essential public purposes of the Parking Facilities System.

(d) If either Government Party at any time determines that the Concessionaire or the Operator are not maintaining or operating the Parking Facilities System or providing Parking Facilities Services pursuant to this Agreement for Parking Facilities Purposes in accordance with the Operating Standards or the public purpose requirements set forth in this Section 3.18, such Government Party shall promptly provide the Concessionaire and the Operator with written notice thereof. Such notice to the Concessionaire and the Operator shall described in reasonable detail the basis for such Government Party’s determination and set forth the steps or measures necessary to satisfy the objections of such Government Party.

(i) The Concessionaire shall have the right to dispute the validity of such Government Party’s determination. If the Concessionaire shall give notice of

dispute (the “Concessionaire-Dispute Notice”) to such Government Party within 10 days following the date of receipt of such Government Party’s notice stating in reasonable detail the grounds for such dispute. If neither the Government Party’s notice nor the Concessionaire-Dispute Notice has been withdrawn within 30 days following the date of receipt of the Concessionaire-Dispute Notice by the Government Party, the matter shall be submitted to the dispute resolution procedure in Article 19.

(ii) If the Concessionaire does not exercise its right to dispute the validity of such Government Party’s determination within 60 days of the receipt by the Concessionaire of such Government Party’s notice thereof, the Concessionaire shall implement the steps or measures indicated in such Government Party’s notice or take such other actions necessary to satisfy the objections of such Government Party.

Section 3.19. Early Reversion of Parking Lots. Except for the Second Avenue Parking Plaza, the Authority reserves the continuing right from time to time during the Term and with respect to any one or more of the other Parking Lots to terminate the Concessionaire Interest with respect to any such Parking Lot and to cause the reversion to the Authority of such Parking Lot upon not less than 120 days notice to the Concessionaire establishing the Early Reversion Date for such Parking Lot. The Concessionaire Interest with respect to such Parking Lot shall terminate and the Concessionaire shall well and truly surrender and deliver to the Authority such Parking Lot and all Parking Facilities System Assets related to or used in connection with the Parking Facilities System Operations for such Parking Lot, if and only if, on or prior to the Early Reversion Date, the Concessionaire shall have been paid, as full compensation for the early termination of such Concessionaire Interest, the following sums (i) the Remaining Amortized Value and (ii) as reimbursement for all capital improvements undertaken by the Concessionaire with respect to such Parking Lot, an amount equal to the initial cost of such capital improvements less the accumulated depreciation thereof determined as of the Early Reversion Date and in accordance with generally accepted accounting principles (including any elections taken with respect thereto under the United States Internal Revenue Code of 1986).

Section 3.20. Allowable Service Concessions.

(a) *Allowable Service Concessions.* Subject to the terms and conditions of this Section 3.20, the Concessionaire may use or sublease portions of the Parking Facilities System for (i) convenience food vendors, (ii) small convenience kiosks or newsstands, (iii) hand car wash facilities for customers of the Parking Facilities System, (iv) dry-cleaning facilities, *provided* that such facilities are pick-up and drop-off facilities that deliver items to a location outside of the Parking Facilities System for cleaning and that no dry-cleaning solvents (including perchloroethylene) may be used in the Parking Facilities System, (v) car rental facilities, (vi) walk-up automatic teller machines, (vii) vending machines, (viii) long-term automobile storage and (ix) self-storage facilities located within the Parking Facilities System, *provided* that the locations of such self-storage facilities within the Parking Facilities System are Approved by the Authority; (x) antennae and communication equipment subject to the Approval of the Authority, (xi) any other use in operation as of the Bid Date, or (xii) the sale of goods or services that are otherwise Approved by the Authority (collectively, the “Allowable Service

Concessions”). As provided in Section 7.3, the Parties intend that Other Concession Revenues derived from additional Allowable Service Concessions added after the Closing Date shall be shared by the Parties. The Authority may withhold its Approval of any additional Allowable Service Concession if it is not satisfied with its share of Other Concession Revenues. No space within the Parking Facilities System may be subleased or utilized for the sale of gasoline or automobile accessories, or for any other use not authorized by the Parking Authority Law.

(b) *Limitation on Subleasing for Service Concessions.* The total amount of space used for the Allowable Service Concessions shall not exceed 20% of the gross square footage of the Parking Facilities System, it being understood that the Concessionaire may not eliminate any parking spaces existing as of the Closing Date for conversion to an Allowable Service Concession without the approval of the Authority pursuant to Section 3.18(c)(iii).

(c) *Applicable Requirements.* All activities undertaken in connection with any Allowable Service Concessions shall be conducted in compliance with all applicable Laws and shall be subject to all Authorizations, fees (including license fees) and Taxes generally imposed by the City and other Governmental Authorities with respect to such activities and the revenues generated by such activities. The Authority shall give prompt and fair consideration to any waiver of Laws requested by the Concessionaire related to Allowable Service Concessions including waivers under Section 4103(b)(2) of the Public Facilities Concession Regulation Act, 62 Pa.C.S. Section 4301-4303. The Authority reserves the right in the future, upon a determination by the Authority that such is required to protect the general welfare of the patrons of a Parking Garage or Parking Lot, to require the Concessionaire to establish a plan to assure that the goods and services offered within such Parking Garage or Parking Lot are of high quality and provided at reasonable prices in compliance with the requirements of the Public Facilities Concession Regulation Act.

Section 3.21. Commercial Parking Place Requirements. The Concessionaire shall comply with all applicable requirements of City of Pittsburgh Code of Ordinances, Title 7, Art. VII, §763, relating to the operation of commercial parking places, including the safety, security, disabled parking, and other requirements contained therein.

**Section 3.22. Authority Use of Wood-Allies Garage.** During the Term the Authority shall have (i) the exclusive right to use the 13,720 square feet of space in the Wood-Allies Garage used by the Authority on the date of this Agreement for office, administrative and storage purposes and (ii) the ability to park up to 20 vehicles in the Wood-Allies Garage for the parking and servicing of vehicles used for parking and traffic enforcement purposes. The Concessionaire agrees to provide such exclusive rights to the Authority without any cost or expense to the Authority or the City.

**Section 3.23. Signage.** The City and the Authority acknowledge and agree that upgrades to the signage with respect to the Parking Facilities System will be required in connection with this Agreement. The Concessionaire (i) shall have the right, but not the obligation, at its own cost and expense, to redesign, install, manage, maintain, repair and rehabilitate existing or future signage relating to the Parking Facilities System, and (ii) in

addition to the Concessionaire's rights under clause (i), the City and the Authority agree to install, manage, maintain repair and rehabilitate on the public way, in each case at the Concessionaire's cost and expense, up to two directional signs for each Parking Garage in the Parking Facilities System and the Second Avenue Parking Plaza visually consistent with current signage on the public way relating to the Parking Facilities System or such type and at such locations as are reasonably agreed to by the City, the Authority and the Concessionaire. The installation of all such signage shall be in compliance with applicable Law and subject to all generally applicable Authorizations with respect each particular type of signage installed. The City and the Authority shall reasonably cooperate with the Concessionaire, including with respect to the issuance of such authorization reasonably requested by the Concessionaire, in order to give effect to this Section 3.23.

**Section 3.24. Issuance of Parking Tickets.** The Government Parties retain the exclusive right to establish and to revise from time to time all parking rules and regulations. The Concessionaire, as the agent of the Government Parties and subject to the supervision of the Authority (and subject to plans and procedures approved by the Authority), and in compliance with the policies and procedures established by, the Authority, shall have the right, at its sole cost and expense (but subject to reimbursement to the extent provided in Section 7.4(c)), to issue parking tickets for violations of the parking rules and regulations with respect to the Metered Parking Spaces in Parking Lots, *provided* that such tickets must be in the form prescribed by the City (or the Authority on behalf of the City), that the issuance of such tickets shall otherwise be subject to applicable City and Authority rules and regulations and the performance of such services by the Concessionaire must conform to the Operating Standards and applicable Laws and the supervisory policies of the Authority. The City (or the Authority on behalf of the City) shall provide to the Concessionaire, at the Concessionaire's sole cost and expense, parking ticket materials and equipment and other items reasonably necessary to enable the Concessionaire to issue parking tickets as contemplated by this Section 3.24. The Government Parties retain the right and responsibility to provide all other enforcement of parking rules and violations. Parking tickets issued by the Concessionaire pursuant to this Section 3.24 shall have the same legal efficacy as parking tickets issued by the City or the Authority. The Government Parties shall use reasonable efforts to cooperate with the Concessionaire with respect to the exercise by the Concessionaire of the rights contained in this Section 3.24.

**Section 3.25. Office in the City.** Both the Concessionaire and the Operator shall maintain an office in the City of Pittsburgh for the management and operation of the Parking Facilities System and the provision of customer service.

#### ARTICLE 4 CAPITAL IMPROVEMENTS

**Section 4.1. Concessionaire Responsibility for Capital Improvements.** The Concessionaire shall be responsible for all capital improvements with respect to the Parking Facilities System required to be completed during the Term in accordance with



the terms of this Agreement, including as required by the Operating Standards, which capital improvements include the Required Capital Improvements. The Concessionaire may undertake at its sole cost and expense and subject to the Approval of the Authority, the expansion of any Parking Garage for Parking Facilities Purposes permitted by and undertaken in compliance with the Agreement. In connection with any such expansion of a Parking Garage, the Government Parties shall grant to the Concessionaire such Parking Garage Expansion Rights as necessary in connection with the capital improvements to the extent consistent with the plans Approved by the Authority for such capital improvement and to the extent such air space is used exclusively for Parking Facilities Purposes. Upon the granting of Parking Garage Expansion Rights, the Parties shall execute any amendment of Schedule 1 necessary to reflect such grant.

**Section 4.2. Authorizations Related to Capital Improvements.** The Concessionaire's obligation to perform capital improvements shall be subject to the issuance by the Government Parties of any and all Authorizations to be issued by the Government Parties and as required by the Government Parties with respect thereto and the Government Parties agree not to unreasonably withhold, condition or delay the issuance of any such Authorizations, and to use their respective reasonable efforts to assist the Concessionaire in obtaining such Authorizations. Without limiting the generality of the foregoing, the Government Parties agree that they will reasonably assist and cooperate with the Concessionaire in obtaining any and all Authorizations (including any required rights of access over real property that is owned or controlled by a Government Party but that does not comprise part of the Parking Facilities System) in order for the Concessionaire to perform capital improvements.

**Section 4.3. City and Authority Responsibility for Capital Improvements.**

(a) Subject to Section 3.17, the City, at its own cost and expense, shall maintain, repair and rehabilitate any existing or future roads or streets constituting Affected Property under the jurisdiction of the City that provide direct access to or from the Parking Facilities System in such a manner as to maintain access to and from the Parking Facilities System reasonably comparable to that in existence as of the date of this Agreement and in any event to a standard not less than that observed by the City with respect to other public roads. Without limiting the City's obligation under the preceding sentence, prior to undertaking any construction or other activities (other than in the event of an emergency) that would materially reduce or impede access to any Parking Garage or the Second Avenue Parking Plaza or could otherwise reasonably be expected to have a material adverse effect on the Concessionaire Interest, the City (i) shall provide the Concessionaire with not less than 90 days prior notice of such activities and (ii) jointly with the Concessionaire shall develop a plan to mitigate the effects of such construction activities on the Parking Facilities System.

(b) Each Government Party shall, at its own cost and expense, maintain, repair and rehabilitate, as appropriate, all Affected Property owned by such Government Party, as applicable, in accordance with the terms set forth in the Operating Standards and otherwise in a manner sufficient to enable the Concessionaire to operate the Parking Facilities System in compliance with the terms hereof and in a manner consistent with the Operating Standards, and each Government Party shall reasonably cooperate in taking

such actions (which may include the granting of access rights in favor of the Concessionaire) with respect to such property as are necessary to enable the Concessionaire to comply with its obligations under this Agreement. The Parties shall reasonably cooperate with each other, in connection with any needed maintenance, management, repair or rehabilitation of Affected Property owned by the City or the Authority.

(c) The Government Parties and the Concessionaire acknowledge and agree that:

(i) with respect to the Mellon Square Garage, (A) such Parking Garage shall begin at and shall include the waterproof membrane system that is located above the structural roof slab that forms the ceiling or exterior wall or door of such Parking Garage and the park land shall begin above such waterproof membrane system, (B) the Concessionaire shall be responsible for capital improvements related to those areas that are within such Parking Garage as described in the clause (A) of this Section 4.3(c)(i) and (C) the City shall be responsible for capital improvements related to the park land as described in preceding clause (A) of this Section 4.3(c)(i); and

(ii) with respect to the Oliver Garage, (A) such Parking Garage shall begin below (but not including) the base floor of the lowest level of the building located above such Parking Garage, which base floor also serves as the ceiling of the highest level of such Parking Garage and the building located above such Parking Garage shall begin above (and including) such base floor, (B) the Concessionaire shall be responsible for capital improvements related to those areas that are within such Parking Garage as described in the clause (A) of this Section 4.3(c)(ii) and (C) the Concessionaire shall not be responsible for capital improvements related to the building above such Parking Garage as described in clause (A) of this Section 4.3(c)(ii).

Section 4.4. Older Garages Improvement Plan. The Parties acknowledge and agree that the Fort Duquesne and Sixth Garage, the Smithfield Liberty Garage and the Ninth and Penn Garage (collectively, the “Older Garages”) are in need of replacement or substantial rehabilitation. The replacement or substantial rehabilitation of the Older Garages are Required Capital Improvements to be undertaken by the Concessionaire at the expense of the Concessionaire and in accordance with the provisions of this Section 4.4. The Authority agrees that the Concessionaire is retained to perform the work required to undertake the Required Capital Improvements. The Ninth and Penn Garage shall be replaced or substantially rehabilitated no later than December 31, 2017. The Fort Duquesne and Sixth Garage and the Smithfield Liberty Garage shall be replaced or substantially rehabilitated no later than December 31, 2025. Each Required Capital Improvement of the Older Garages shall be undertaken pursuant to plans and specifications prepared by or on behalf of the Concessionaire and Approved by the Authority in accordance with the general plan for the improvement of the Older Garages attached hereto as Schedule 7. The Required Capital Improvements to the Older Garages shall be scheduled and undertaken in such manner that, at all times, at least two of the Older Garages shall be opened and fully operational. The capital improvement plan for each Older Garage shall provide, and the completed capital improvement work shall result in, the improved Older Garage or replacement for the Older Garage, as the case

may be, having a useful life extending beyond the year 2061 and (i) in the case of the Ninth and Penn Garage having not less than 95% of the parking spaces that the Ninth and Penn Garage had prior to its replacement or substantial rehabilitation as required by this Section 4.4 and (ii) in the case of the Fort Duquesne and Sixth Garage and the Smithfield Liberty Garage having more parking spaces than the Older Garage had prior to its replacement or substantial rehabilitation as required by this Section 4.4.

## ARTICLE 5 MODIFICATIONS

**Section 5.1. Authority Directives.** Subject to the Authority's compliance with any applicable Laws (including, to the extent applicable, Pa.C.S. Title 62, the Parking Authority Law, or other Laws governing procurement), the Authority may, at any time during the Term, issue a Directive to the Concessionaire. Subject to the Authority making available to the Concessionaire sufficient funds to perform the work required to implement such Directive at or before the time payment for such work is required to be made, and the Concessionaire having obtained (with the cooperation of the Authority) all relevant Authorizations from all relevant Governmental Entities required for the relevant work, the Concessionaire shall perform the work required to implement such Directive, and the Authority shall pay to the Concessionaire the Concession Compensation with respect thereto.

**Section 5.2. Concessionaire Requests.** If the Concessionaire wishes at any time during the Term to make a fundamental change in the dimensions, character, quality or location of any part of the Parking Facilities System, then the Concessionaire may submit to the Authority, for Approval, a Concessionaire Request with respect to such change and shall submit to the Authority for its Approval specific plans with respect to any such work. Changes that are non-structural in nature shall not be considered "fundamental changes." The Concessionaire shall be responsible for all amounts required to implement an Approved Concessionaire Request (and any Losses incurred in connection therewith). No Concessionaire Request shall be implemented unless and until such Concessionaire Request has been Approved by the Authority.

**Section 5.3. Performance of Modifications.** Subject to the other provisions of this Article 5, the Concessionaire shall ensure that Directives and Approved Concessionaire Requests are performed in a good and workmanlike manner and diligently complied with and implemented in such manner that the costs (in the case of Directives only) and delays relating thereto are minimized.

## ARTICLE 6 OPERATING STANDARDS

**Section 6.1. Compliance with Operating Standards.** The Concessionaire shall, at all times during the Term, cause the Parking Facilities System Operations to, comply with and implement the Operating Standards in all material respects (including any

changes or modifications to the Operating Standards pursuant to the terms of this Agreement). The Parties acknowledge and agree that the Operating Standards shall be construed flexibly in light of their objectives. The Concessionaire shall have in place procedures that are reasonably designed to achieve compliance with the Operating Standards. The Operating Standards shall not be deemed to be violated by immaterial acts or omissions, including an immaterial failure to comply with specific requirements set forth in the Operating Standards other than actions or omissions that endanger the public health or safety. Except as specifically set forth herein, the Concessionaire shall perform all work required to comply with and implement the Operating Standards (including the capital improvements described therein) as part of the Parking Facilities System Operations and at its sole cost and expense.

**Section 6.2. Proposed Operating Standards.** If the Concessionaire, at its cost and expense, wishes to implement and use operating standards other than the Operating Standards, the Concessionaire must provide such proposed operating standards to the Authority for Approval. The Concessionaire's proposed operating standards must be accompanied by an explanation of the Concessionaire's rationale for making its proposal and all relevant supporting information, certificates, reports, studies, investigations and other materials as are necessary to demonstrate that the Concessionaire's proposed operating standards are reasonably designed to achieve the objectives of the applicable Operating Standards that the proposed operating standards would modify and will assure that all affected portions of the Parking Facilities System are operated in a manner consistent with public purpose requirements of the Parking Authority Law and Section 3.18 (the "Approval Criteria"). The Authority may request any additional supporting information, certificates, reports, studies, investigations and other materials as are reasonably required by the Authority to determine if the Concessionaire's proposed operating standards are reasonably designed to satisfy the Approval Criteria. Approval of the Concessionaire's proposed operating standards may be withheld, delayed or conditioned only if the Authority reasonably determines that the Concessionaire's proposed operating standards are not reasonably designed to satisfy the Approval Criteria. Until the Authority provides its Approval for the implementation of the Concessionaire's proposed operating standards, the Concessionaire shall not implement the proposed operating standards and shall implement and comply with the Operating Standards. The Concessionaire's proposed operating standards shall be deemed incorporated into the Operating Standards upon Approval by the Authority in accordance with the terms hereof. If the Authority refuses to Approve any proposed operating standards and the Concessionaire disagrees with such refusal, the Concessionaire may submit the matter to dispute resolution under the provisions of Article 19.

### **Section 6.3. Modified Operating Standards.**

(a) The Authority shall have the right, at any time during the Term, to modify or change the Operating Standards upon notice to the Concessionaire to (i) comply with any new Law or change in Law (other than a new Law or change of Law enacted by a Government Party) applicable to the Parking Facilities System Operations or (ii) conform the Operating Standards to standards or practices generally adopted with respect to Comparable Public Parking Garages. In the event the Authority modifies the Operating Standards in accordance with the immediately preceding sentence, the Concessionaire, at

its cost and expense, shall perform all work required to implement and shall comply with all such modifications and changes and in no event shall the Concessionaire be excused from compliance with any such modification or change. For the avoidance of doubt, the Concessionaire will have the right to challenge any modified Operating Standard pursuant to Article 19 on the basis that it does not meet either of the requirements of this Section 6.3(a).

(b) If during the Term the Authority is of the opinion that a modification or change to the Operating Standards is necessary or desirable but such modification or change is not subject to Section 6.3(a), the Authority may upon reasonable written notice to the Concessionaire modify or change the Operating Standards; *provided, however*, that the Authority shall pay to the Concessionaire the Concession Compensation with respect thereto at the time such modification or change is implemented. At the Authority's request, the Concessionaire shall perform all work required to implement and shall comply with all such modifications and changes, and in no event shall the Concessionaire be excused from compliance with any such modification or change. The Authority shall have the right to undertake the work necessary to ensure implementation of and compliance with any such modification or change to the Operating Standards if the Concessionaire fails to do so within a reasonable period of time; *provided, however*, that to the extent that such work is undertaken by the Authority, the Concessionaire shall pay to the Authority within 10 Business Days following demand therefor, or the Authority may offset from amounts owing to the Concessionaire in connection with such modification or change, the costs of the portion of the work performed in order to comply with the Operating Standards existing immediately prior to such modification or change, and the Authority shall be responsible only for the incremental costs of the additional work required in order to implement such proposed modification or change to the Operating Standards and, without duplication with the foregoing, the Concession Compensation with respect to such modification or change.

## ARTICLE 7 PARKING FEES; REVENUES

### Section 7.1. **Parking Fee Revenues.**

(a) *Authority Reserved Power.* The rates and other charges for the Parking Facilities System shall be determined by the Authority in accordance with the requirements of Section 5505(d)(9) of the Parking Authority Law, and this Article 7.

(b) *Authority Establishment of Schedule of Parking Rates.* The Authority has considered and evaluated the costs of construction, improvement, maintenance and operation of the Parking Facilities System and performance of the Parking Facilities Services to be undertaken by the Concessionaire, including the investment made by the Concessionaire and the payment of principal and interest of obligations assumed by the Concessionaire pursuant to this Agreement. In consideration thereof, the Authority, pursuant to the power vested in it under Section 5505(d)(9) of the Parking Authority Law, and subject to the right of appeal as provided therein accorded to any person

questioning the reasonableness of rates fixed by the Authority, has adopted and approved, and hereby fixes and agrees that:

(i) the Initial Schedule of Parking Rates set forth in Schedule 3 is established in each of the calendar years 2011 to 2015, both inclusive as listed in Schedule 3;

(ii) the Schedule of Parking Rates for each calendar year starting January 1, 2016, shall be the rate set forth in Schedule 3 for calendar year 2015 Adjusted for Inflation by the percentage change in the Index from the Index for the month of June 2014 to the Index for the month of June of the calendar year immediately prior to the calendar year for which the Schedule of Parking Rates is to be established (rounded to next higher \$0.10) *provided, however*, that if the result of the adjustment described in this Section 7.1(b)(ii) would be a reduction in the then-current Schedule of Parking Rates, then (A) the Schedule of Parking Rates shall remain the same as the then-current Schedule of Parking Rates for such calendar year and (B) any percentage reduction that otherwise would have resulted from such adjustment shall be carried-forward on a cumulative basis as an offset against future increases in the Schedule of Parking Rates resulting from the adjustment described in this Section 7.1(b)(ii) until such time as all such offsets are used in their entirety;

(iii) commencing with the first day of the second month following the month that the initial Older Garage to be replaced or substantially rehabilitated pursuant to Section 4.4 is replaced or substantially rehabilitated in accordance with Section 4.4 and placed in service for Parking Facilities Purposes and continuing for the next following 239 months (unless suspended as herein provided), the Schedule of Parking Rates established in Section 7.1(b)(i) and (ii) shall be increased by the Older Garage Surcharge. As used in this Section 7.1(b)(iii) the term “Older Garage Surcharge” means the additional parking charge imposed on each vehicle using the Parking Facilities System of \$0.12 per hour, or \$26.05 per month, Adjusted for Inflation by the percentage change in the Index from the Index for the month of June 2010 to the Index for the month of June of the calendar year immediately prior to the particular calendar year for which the Older Garage Surcharge is to be imposed. In addition, the Schedule of Parking Rates shall be increased by the amount of the then applicable City of Pittsburgh parking tax as applied to the Older Garage Surcharge. The Older Garage Surcharge shall be suspended if the Authority determines that the Concessionaire has failed to satisfy its obligations under Section 4.4 and shall be resumed as of the month following the month that the Authority determines that the Concessionaire is again in compliance with the requirements of Section 4.4.

(iv) the Schedule of Parking Rates established in Sections 7.1(b)(i) and (ii) include the City of Pittsburgh parking tax at the current rate of 37.5 percent of the consideration paid for each parking transaction; and in the event that such parking tax rate is changed, the Schedule of Parking Rates shall be as established pursuant to Sections 7.1(b)(i) and (ii) adjusted proportionately to account for the change in the parking tax rate (rounded to the next higher \$0.10);

(v) the Authority shall not reduce the Schedule of Parking Rates established under Sections 7.1(b)(i), (ii), (iii) and (iv), except as provided in Section 7.1(c); and

(vi) the rates established under the Schedule of Parking Rates set forth in Sections 7.1(b)(i), (ii), (iii) and (iv) are reasonable and necessary.

(c) *Lesser Rate Schedules.* Rate schedules at less than the Schedule of Parking Rates established under Section 7.1(b), or containing various charges for various time periods (such as variable rates, time-of-day rates, monthly rates, weekday, weekend and special event rates, group rates and discounts) not in excess of the Schedule of Parking Rates established under Section 7.1(b), will be put into effect by the Authority at the written request of the Concessionaire not later than the date of the Board meeting immediately following such written request of the Concessionaire; *provided* that the Concessionaire submits its request at least 10 days prior to such meeting of the Board.

(d) *Rate Adjustments.* The Concessionaire may, as circumstances warrant, request the Authority to consider adjustment of the Schedule of Parking Rates established under Section 7.1(b), including any adjustments required to account for changes in the costs of providing the Parking System Services or for payment of the capital costs (including principal, interest, and return on equity investment) associated with any Parking Facilities System improvements undertaken or financed by either the Authority or the Concessionaire. The Authority shall give good faith consideration to any such request by the Concessionaire, and consistent with the requirements of Section 5505(d)(9) of the Parking Authority Law, the Authority will set, establish and maintain a Schedule of Parking Rates that provides reasonable rates for purposes of providing for payment of all reasonable and appropriately documented costs of providing the Parking System Services, including the payment of any capital costs (including principal, interest, and return on equity investment) associated with any Parking Facilities System improvements undertaken or financed by either the Authority or the Concessionaire.

(e) *Rights of Concessionaire.* The Concessionaire shall, at all times during the Term, subject to the provisions of Sections 7.1(a)-(d), (i) have the right to collect and enforce payment of fees and charges, at rates not exceeding those permitted by the Schedule of Parking Rates then in effect, with respect to the parking of any vehicle in the Parking Facilities System in accordance with the provisions of this Agreement and (ii) have the right, title, entitlement and interest in all revenues (but not fines imposed with respect to Metered Parking Spaces) derived from fees and charges imposed by or on behalf of the Concessionaire in respect of vehicles using the Parking Facilities System during the Term (“Parking Fee Revenues”).

(f) *Appeal Rights.* The Parties acknowledge that the Schedule of Parking Rates may be subject to review by a court, and that as a result of such review, such parking rates may be subject to adjustment by a court order issued pursuant to Section 5505(d) of the Parking Authority Law. Any such court order shall not constitute an Adverse Action if the Authority has defended diligently the reasonableness of the contested Schedule of Parking Rates in any such court proceeding. The Authority shall give notice to the Concessionaire of the commencement of any suit or proceeding seeking

a reduction in the Schedule of Parking Rates and shall cooperate with the Concessionaire in connection with the defense of such suit or proceeding. The Authority shall not be obligated to appeal any such final court order unless the Concessionaire shall have agreed to assume all costs and expenses related to such appeal.

(g) *Compensation Events.* In the case of any Schedule of Parking Rates established pursuant to Section 7.1(b), with no adjustment pursuant to Section 7.1(d), that is thereafter reduced as a result of a final court order issued pursuant to Section 5505(d) of the Parking Authority Law, such reduction shall constitute a Compensation Event. It shall not be a Compensation Event if any Schedule of Parking Rates adjusted pursuant to Section 7.1(d) is reduced by such a court order.

**Section 7.2. Parking Fee Rate Notices.** The Concessionaire shall provide to the Authority, no later than the end of each calendar quarter, notice of the fees and fee types charged by the Concessionaire for the parking of any vehicle in the Parking Facilities System. Such notice shall include the fees and fee types charged during the prior calendar quarter and expected to be charged during the next calendar quarter and shall confirm to the Authority, that no fee or proposed fee for Parking Facilities Services for the then current or the next quarter will (at any time) exceed the maximum fee for such Parking Facilities Service set forth in the Schedule of Parking Rates.

**Section 7.3. Other Concession Revenues.**

(a) *Commercial Use.* Subject to the limitations set forth in this Agreement, the Parties shall cooperate in the development of plans and programs to enhance rentals and revenues from Allowable Service Concessions and from advertisements (“Other Concession Revenues”).

(b) *Existing Commercial Space.* All space in a Parking Garage that on the Bid Date was used for commercial purposes may continue to be used for such commercial purposes without any required additional Approval of the Authority. All Other Concession Revenues derived from such commercial activities including subsequent commercial tenants for the same retail space shall be Other Concessionaire Revenues.

(c) *New Commercial Space or Use.* Subject to Section 3.18 and Section 3.20, the Concessionaire may utilize space in any Parking Garage for additional commercial activities and uses, including advertisements, electric charging stations and other new uses; *provided, however*, that each such additional activity or use shall be subject to the Approval of the Authority which shall be at the sole discretion of the Authority. The Parties intend that the Other Concession Revenues derived from additional advertising and commercial activities or other uses shall be shared by the Parties. The Authority may withhold its Approval of any additional commercial activity if it is not satisfied with its share of the expected additional Other Concession Revenues.

**Section 7.4. Parking Fines and Enforcement.**

(a) *General Provisions.* With respect to Metered Parking Spaces, the Parties acknowledge and agree that effective enforcement of parking rules and regulations by the



Government Parties and the adjudication and punishment of Persons that violate such rules and regulations are material to the Parties and to the administration of this Agreement. The Concessionaire acknowledges and agrees that the Enforcement Standards satisfy the requirements of this Section 7.4 and that the Government Parties will incur no liability to the Concessionaire during such period as the enforcement of parking rules and regulations with respect to Metered Parking Spaces is undertaken in accordance with the requirements of Schedule 15. The Government Parties covenant that with respect to the Metered Parking Spaces they will enforce parking rules and regulations, as in effect from time to time, in accordance with the provisions of this Section 7.4 and Schedule 15 and acknowledge that their failure to do so may result in Losses to the Concessionaire and thereby may constitute a Compensation Event as provided in Section 7.4(d). The Concessionaire acknowledges and agrees that with respect to the Metered Parking Spaces the adjudication of parking violations and the punishment of violators is a judicial or quasi-judicial matter and that the outcome of such adjudications (and the methods employed by the City and the Authority with respect thereto) and the punishments, if any, imposed, may not be compensated for under this Agreement and will not give rise to a Compensation Event or result in Concession Compensation in any event. During the Term and pursuant to their Reserved Powers, but subject to applicable provisions of the Law, the City shall adopt and shall enforce or cause the Authority to enforce rules and regulations with respect to the Metered Parking Spaces. Violations of parking rules and regulations shall be enforced by the Government Parties in accordance with Law. With respect to the Metered Parking Spaces, the Government Parties agree to establish, maintain and undertake procedures for the enforcement of parking rules and regulations that are designed to deter parking violations, including procedures for the collection of unpaid parking tickets by such means as then permitted by Law. In addition, the Government Parties shall maintain at all times during the Term a vehicle immobilization program (the form and method of which may be determined from time to time by the City, the Authority or another Governmental Authority). The Government Parties have the right to use other methods of deterrence and immobilization that are not currently being used as of the date of this Agreement. The amount of the fines imposed for violations with respect to Metered Parking Spaces shall be established by the City and revised from time to time as necessary to deter parking violations. In addition, the Government Parties shall at all times during the Term maintain a vehicle immobilization program if then permitted by Law. In no event shall this prevent the Government Parties from using alternative methods of deterrence and immobilization which are not used as of the date of this Agreement. The City shall establish and maintain a system for the adjudication and punishment of those Persons that commit parking violations. With respect to parking by Exempt Persons, the City will penalize abuse of such parking permits through significant fines and other appropriate measures and will take all reasonable measures to ensure that levels of counterfeit parking permits are minimized.

(b) *Specific Undertakings.* In the administration of its vehicle immobilization program, the Government Parties will not discriminate between tickets issued for metered parking violations and tickets issued for other parking violations. Whenever a metered parking violation has neither been contested or paid and the Authority has obtained accurate and complete registration information with respect to the registered owner of the

vehicle, the Authority will mail, or cause to be mailed, notices of violation, determination and final determination to the registered owner of the cited vehicle. If the Authority is unable to collect the full amount of any unpaid metered parking violation fine or penalty within 90 days following the issuance of such fine or penalty, then the Authority shall refer the collection of any such outstanding balance to a collection agency.

(c) *Supplemental Enforcement Reimbursement.* The Concessionaire will be entitled to be reimbursed for each valid parking ticket issued by the Concessionaire pursuant to Section 3.24 during the period from the Closing Date to and including December 31, 2011 with respect to parking violations at Metered Parking Spaces. The reimbursement amount shall be \$6.00 for each valid parking ticket issued and the aggregate amount of reimbursement earned for any month shall be paid by the Authority to the Concessionaire no later than the 20<sup>th</sup> day of the following month.

(d) *Compensation Events.* Each of the following shall constitute a Compensation Event: (i) if the Government Parties require more than five final determinations of parking violation liability for a passenger vehicle to become eligible for vehicle immobilization, provided, however, that nothing in this clause (i) limits the Government Parties from enacting an outstanding parking penalty, costs and interest balance threshold value for vehicle immobilization eligibility as long as such threshold value is less than or equal to five times the average fine or penalty value of all final determinations of parking violation liability rendered in the prior 12 months, (ii) if the fine for parking violations with respect to a Metered Parking Space is less than eight times the hourly parking fee for that Metered Parking Space, (iii) if the Government Parties offer Persons with unpaid parking fines or penalties the option of paying an amount as full satisfaction of the fine and penalty if that amount is less than eight times the then weighted average hourly parking fee for Metered Parking Spaces in Parking Lots and (iv) if, after December 31, 2011, the Government Parties fail or refuse to adhere to the requirements of the Enforcement Standards.

(e) *Limitation on Remedies.* A failure on the part of the City or the Authority to satisfy the provisions of Sections 7.4(a), (b) or (c) shall not constitute a City Default, an Authority Default or an Adverse Action.

(f) *Fines, Penalties and Interest.* Nothing contained in this Agreement grants to the Concessionaire the right to be paid any fine, penalty or interest charge imposed with respect to parking violations.

## ARTICLE 8 REPORTING; AUDITS; INSPECTIONS

### **Section 8.1. Reports.**

(a) *Incident Management and Notifications.* The Concessionaire shall provide notice to the Authority within 24 hours of all emergencies, and promptly provide notice to the Authority of all accidents and incidents occurring on or at the Parking

Facilities System, and of all claims in excess of \$50,000 made by or against the Concessionaire, or potential claims in excess of \$50,000 that the Concessionaire reasonably expects to make against, or to be made against it by, third parties.

(b) *Environmental Incident Management and Notifications.* The Concessionaire shall provide notice to the Government Parties within 24 hours following the Concessionaire's becoming aware of the discharge, dumping, spilling or other release (accidental or otherwise) of any Reportable Quantity of Hazardous Substances occurring on or at the Parking Facilities System and the location at which the incident has occurred, the time, the agencies involved, the damage that has occurred and the remedial action taken.

(c) *Financial Reports.* Until the End Date, the Concessionaire shall deliver to the Authority within 120 days after the end of each Reporting Year a copy of the audited balance sheets of the Concessionaire at the end of each such Reporting Year, and the related audited statements of income, changes in equity and cash flows for such Reporting Year, including in each case the notes thereto, together with the report thereon of the independent certified public accountants of the Concessionaire, in each case in a manner and containing information consistent with the Concessionaire's current practices and certified by the Concessionaire's chief financial officer that such financial statements fairly present the financial condition and the results of operations, changes in equity and cash flows of the Concessionaire as at the respective dates of and for the periods referred to in such financial statements, all in accordance with generally accepted accounting principles in the United States consistently applied. Such financial statements shall reflect the consistent application of such accounting principles throughout the periods involved, except as disclosed in the notes to such financial statements.

## **Section 8.2. Information.**

(a) *Furnish Information.* At the request of a Government Party, the Concessionaire shall, at the Concessionaire's cost and expense and at any and all reasonable times during the Term: (i) make available or cause to be made available (and, if requested by a Government Party, furnish or cause to be furnished) to the Government Parties all Information relating to the Parking Facilities System Operations, this Agreement or the Parking Facilities System as may be specified in such request and as shall be in the possession or control of the Concessionaire or its Representatives, and (ii) permit the Government Parties, after giving 10 Business Days' prior notice to the Concessionaire (which notice shall identify the persons to be present for an interview and describe with reasonable specificity the subject matter to be raised in the interview), to discuss the obligations of the Concessionaire under this Agreement with any of the directors, officers, employees or managers of the Concessionaire, the Operator or their respective Representatives (it being agreed that the Concessionaire shall have the right to be present during any such discussions with the Operator or Representatives of the Concessionaire or the Operator), for the purpose of enabling the Government Parties to determine whether the Concessionaire is in compliance with this Agreement, *provided* that, in the case of investigations of possible criminal conduct or City ordinance violations, no prior notice shall be required to the Concessionaire and the Concessionaire shall not have the right to be present during any discussions with the Operator or

Representatives of the Concessionaire or the Operator. For the avoidance of doubt, this Section 8.2(a) does not impose a requirement to retain Information not otherwise retained in the normal course of business or required to be retained by applicable Law.

(b) *Confidentiality.* Unless disclosure is required by applicable Law, the Government Parties shall keep confidential any Information obtained from the Concessionaire or its Representatives that constitutes “confidential proprietary information” or “trade secrets” (as those terms are defined under the Pennsylvania Right-to-Know Law) that are exempt from required disclosure under the Pennsylvania Right-to-Know Law, where such Information is designated and clearly marked as such by the Concessionaire in writing at the time when the Information is submitted to the Government Parties; *provided, however*, that the Government Parties shall have the right to determine, in its reasonable discretion, whether any exemption from disclosure under the Pennsylvania Right-to-Know Law applies to any such Information; *provided further* that in the event a Government Party determines that the exemptions from disclosure under the Pennsylvania Right-to-Know Law do not apply to any such Information, the Government Party shall provide reasonable notice to, and shall consult with, the Concessionaire prior to disclosure of such Information. In the event that the Concessionaire requests the Government Party to defend an action seeking the disclosure of Information that the Government Party determines to be exempt from disclosure pursuant to the Pennsylvania Right-to-Know Law and this Section 8.2(b), the Concessionaire shall reimburse the Government Party for the reasonable costs and expenses (including attorneys’ fees of the prevailing party) incurred by the Government Party in defending any such action. Notwithstanding anything to the contrary herein, the Government Party and the Concessionaire may disclose the United States federal tax treatment and tax structure of the Transaction.

### **Section 8.3. Inspection, Audit and Review Rights of the Government Parties.**

(a) *Audit Right.* In addition to the rights set out in Section 8.2, a Government Party may, at all reasonable times, upon 10 Business Days’ prior notice, except in the case of investigations of possible criminal conduct or City ordinance violations, in which case no prior notice shall be required, cause a Representative designated by it to, carry out an Audit of the Information required to be maintained or delivered by the Concessionaire under this Agreement in connection with the performance of the Parking Facilities System Operations for the purpose of verifying the information contained therein and shall be entitled to make copies thereof and to take extracts therefrom, at the Government Party’s expense, but, in any event, subject to Section 8.2(b). The Concessionaire, at the cost and expense of the Concessionaire, shall, at reasonable times, make available or cause to be made available to each Government Party or its designated Representative such information and material as may reasonably be required by the Government Party or its designated Representative for its purposes and otherwise provide such cooperation as may be reasonably required by the Government Party in connection with the same.

(b) *Inspection Right.* The Government Parties and their Representatives shall, at all reasonable times and upon reasonable prior notice, have access to the Parking Facilities System and every part thereof (*provided* that no access is permitted to the cash

collections or any software or other intangibles) and the Concessionaire, at the reasonable cost and expense of the Concessionaire, shall and shall cause its Representatives to, furnish the Government Parties with every reasonable assistance for inspecting the Parking Facilities System and the Parking Facilities System Operations for the purpose of Auditing the Information or ascertaining compliance with this Agreement and applicable Law.

(c) *Tests.* A Government Party and its Representatives shall, with the prior consent of the Concessionaire (which shall not be unreasonably withheld, conditioned or delayed), except in the case of investigations of possible criminal conduct or City ordinance violations, in which case no consent shall be required, be entitled, at the sole cost and expense of the Government Party, and at any time and from time to time, to perform or cause to be performed any test, study or investigation in connection with the Parking Facilities System or the Parking Facilities System Operations as the Government Party may reasonably determine to be necessary in the circumstances and the Concessionaire, at the cost and expense of the Concessionaire, shall, and shall cause its Representatives to, furnish the Government Party or its Representatives with reasonable assistance in connection with the carrying out of such tests, procedures, studies and investigations.

(d) *No Waiver.* Failure by the Government Parties or their Representatives to inspect, review, test or Audit the Concessionaire's responsibilities under this Agreement or any part thereof or the Information, shall not constitute a waiver of any of the rights of the Government Parties hereunder or any of the obligations or liabilities of the Concessionaire hereunder. Inspection, review, testing or Audit not followed by a notice of Concessionaire Default shall not constitute a waiver of any Concessionaire Default or constitute an acknowledgement that there has been or will be compliance with this Agreement and applicable Law.

(e) *No Undue Interference.* In the course of performing its inspections, reviews, tests and Audits hereunder, the Government Parties shall minimize the effect and duration of any disruption to or impairment of the Parking Facilities System Operations or the Concessionaire's rights or responsibilities under this Agreement, having regard to the nature of the inspections, reviews, tests and Audits being performed, except as necessary in the case of investigations of possible criminal conduct or City ordinance violations.

**Section 8.4. Audits, Assistance, Inspections and Approvals.** Wherever in this Agreement reference is made to a Government Party or its Representatives providing assistance, services, Approvals or consents to or on behalf of the Concessionaire or its Representatives or to a Government Party or its Representatives performing an Audit or inspecting, testing, reviewing or examining the Parking Facilities System, the Parking Facilities System Operations or any part thereof or the books, records, documents, budgets, proposals, requests, procedures, certificates, plans, drawings, specifications, contracts, agreements, schedules, reports, lists or other instruments of the Concessionaire or its Representatives, such undertaking by a Government Party or its Representatives shall not relieve or exempt the Concessionaire from, or represent a waiver of, any requirement, liability, Concessionaire Default, covenant, agreement or obligation under

this Agreement or at law or in equity and shall not create or impose any requirement, liability, covenant, agreement or obligation (including an obligation to provide other assistance, services or Approvals) on a Government Party or its Representatives not otherwise created or imposed pursuant to the express provisions of this Agreement.

## ARTICLE 9 REPRESENTATIONS AND WARRANTIES

Section 9.1. **Representations and Warranties of the Authority.** The Authority makes the following representations and warranties to the Concessionaire and acknowledges that the Concessionaire and its Representatives are relying upon such representations and warranties in entering into this Agreement:

(a) *Organization.* The Authority is a body corporate and politic, duly organized and existing under the Constitution and laws of the Commonwealth of Pennsylvania.

(b) *Power and Authority.* The Board has (i) duly adopted a resolution authorizing the Transaction, which remains in full force and effect, (ii) duly authorized and approved the execution and delivery of this Agreement and (iii) duly authorized and approved the performance by the Authority of its obligations contained in this Agreement. The Authority has the power and authority to enter into this Agreement and to do all acts and things and execute and deliver all other documents as are required hereunder to be done, observed or performed by it in accordance with the terms hereof.

(c) *Enforceability.* This Agreement has been duly authorized, executed and delivered by the Authority and constitutes a valid and legally binding obligation of the Authority, enforceable against the Authority in accordance with the terms hereof, subject only to applicable bankruptcy, insolvency and similar laws affecting the enforceability of the rights of creditors generally and to general principles of equity.

(d) *Title.* At the Time of Closing, the Authority will have good and marketable title to the Parking Facilities System necessary for the Parking Facilities System Operations pursuant to this Agreement, subject only to Permitted Authority Encumbrances and Permitted Concessionaire Encumbrances (other than the Permitted Concessionaire Encumbrances specified in clause (iv), clause (viii) and clause (ix) as it pertains to clauses (iv) and (vii), of the definition of the term “Permitted Concessionaire Encumbrances”). Subject to any and all Permitted Authority Encumbrances and Permitted Concessionaire Encumbrances (other than the Permitted Concessionaire Encumbrances specified in clause (iv), clause (vii) and clause (viii) as it pertains to clauses (iv) and (vii), of the definition of the term “Permitted Concessionaire Encumbrances”) existing at the Time of Closing, there is no recorded or unrecorded agreement, contract, option, commitment, right, privilege or other right of another binding upon, or which at any time in the future may become binding upon, the Authority to sell, transfer, convey, subject to lien, charge, grant a security interest in, or in any other way dispose of or materially encumber any portion of the Parking Facilities System. The

recorded or unrecorded restrictions, exceptions, easements, rights of way, reservations, limitations, interests and other matters that affect title to the Parking Facilities System (or any portion thereof) do not and will not materially adversely affect the Concessionaire's ability to operate the Parking Facilities System in accordance with the terms hereof. Following defeasance of the outstanding Parking Facilities System Bonds pursuant to Section 2.4(a), no obligation of the City or the Authority will be secured by any right or interest in the Parking Facilities System or the revenues or income therefrom and no Person will have any claim or right to, or interest in, any income, profits, rents, or revenue derived from or generated with respect to the Parking Facilities System (other than the Concessionaire under this Agreement and any claims, rights or interests granted by or otherwise relating to the Concessionaire); *provided, however*, that the foregoing shall not apply to (i) revenues to which the Authority is or may become entitled under the provisions of this Agreement or (ii) revenues and income derived after the End Date.

(e) *No Conflicts.* The execution and delivery of this Agreement by the Authority, the consummation of the transactions contemplated hereby (including the operation of the Parking Facilities System in accordance with the terms of this Agreement) and the performance by the Authority of the terms, conditions and provisions hereof has not and will not contravene or violate or result in a breach of (with or without the giving of notice or lapse of time, or both) or acceleration of any material obligations of the Authority under (i) any applicable Law or (ii) any agreement, instrument or document to which the Authority is a party or by which it is bound.

(f) *Consents.* No Consent is required to be obtained by the Authority from, and no notice or filing is required to be given by the Authority to or made by the Authority with, any Person (including any Governmental Authority) in connection with the execution, delivery and performance by the Authority of this Agreement or the consummation of the transactions contemplated hereby as of Closing, except for those Consents which have been obtained or will be obtained on or before Closing or, with respect to the performance of the Authority's obligations after Closing, those Consents which the Authority has obtained or reasonably expects to obtain in the ordinary course prior to the time when such Consent is required.

(g) *Compliance with Law; Litigation; Environmental Matters.*

(i) To the best of the Authority's knowledge, the Authority has operated and is operating the Authority Parking Facilities and the City Parking Facilities in compliance, in all material respects, with all applicable Laws and is not in breach of any applicable Law that would have a material adverse effect on the operations of the Parking Facilities System or on the Concessionaire Interest. There are no Authorizations from any Governmental Authority necessary for the operation of the Parking Facilities System as currently being operated except for those Authorizations listed in Schedule 12.

(ii) There is no action, suit or proceeding, at law or in equity, or before or by any Governmental Authority, pending nor, to the best of the Authority's knowledge, threatened against the Authority prior to or at the Time of Closing, which will have a material adverse effect on the operations of the Parking Facilities System. As of the date of this Agreement, there is no action, suit or proceeding, at Law or in equity,

or before or by any Governmental Authority, pending nor, to the best of the Authority's knowledge, threatened against the Authority which could materially affect the validity or enforceability of this Agreement.

(iii) There has been no release (including the migration of any release) of a Hazardous Substance at, on or under the Authority Parking Facilities that would reasonably be expected to have a material adverse effect on the Authority Parking Facilities or the Concessionaire Interest.

(h) *Financial Statements.* The financial statements of the Authority for the fiscal years ending September 30 of each of the years 2005 to 2009, both inclusive, fairly present the financial position and results of operations of the portion or portions of the Parking Facilities System reflected in such financial statements as of the dates and for the periods stated in such financial statements in accordance with generally accepted accounting principles, as applied to governmental units.

(i) *Parking Facilities System Contracts.* Each Parking Facilities System Contract is in full force and effect, has been made available for review by the Concessionaire and shall be terminated at the Time of Closing in accordance with Section 2.5(j). The Authority is not in material breach of its obligations under any Parking Facilities System Contract, and no act or event has occurred which, with notice or lapse of time, or both, would constitute a material breach thereof, and to the knowledge of the Authority no other party to any Parking Facilities System Contract is in material breach of its obligations under any Parking Facilities System Contract, and no act or event has occurred with respect to any such party, which with notice or lapse of time, or both, would or is reasonably be expected to constitute a material breach thereof. The Parking Facilities System Contracts are all of the material contracts and agreements (i) to which the City or the Authority is a party that relate to the Parking Facilities System Operations or (ii) that bind the Parking Facilities System in any material respect.

(j) *Insurance Policies.* All insurance policies set forth on Schedule 13 are in full force and effect with respect to the period between the date hereof and the Time of Closing or will be replaced with like insurance policies that will be in full force and effect through the Time of Closing.

(k) *Absence of Changes.* Since September 30, 2009, there has not been any transaction or occurrence that has resulted or is reasonably likely to result in a Material Adverse Effect.

(l) *Brokers.* Except for Morgan Stanley & Co. Incorporated and Scott Balice Strategies, LLC, whose fees will be paid by the Authority, there is no investment banker, broker, finder or other intermediary which has been retained by or is authorized to act on behalf of the Authority who might be entitled to any fee or commission from the Authority in connection with the transactions contemplated by this Agreement.

(m) *Accuracy of Information.* To the knowledge of the Authority, all consultant reports and financial information prepared by the Government Parties in connection with the Transaction and all historical financial statements and results of



operations regarding the Parking Facilities System that the Government Parties provided to the Concessionaire in the virtual data room was accurate in all material respects at the time such information was prepared.

(n) *Collective Bargaining Agreements.* Since 1994, the Authority has been signatory to collective bargaining agreements with the Teamsters Automotive Chauffeurs, Parts, Garage, Office Clerical, Airline, Health Care, Petroleum Industry, Produce, Bakery and Industrial Workers within Western Pennsylvania and Joint Council # 40, Local Union No. 926, Affiliated with the International Brotherhood of Teamsters (or its predecessors), each of which required the Authority to contribute to the Western Pennsylvania Teamsters and Employers Pension Fund (the "Fund"). To the Authority's knowledge, Schedule 16 sets forth a true and complete history of the Authority's contribution base units and dollars contributed to the Fund (through August 9, 2010) pursuant to said collective bargaining agreements.

Section 9.2. Representations and Warranties of the City. The City makes the following representations and warranties to the Concessionaire and acknowledges that the Concessionaire and its Representatives are relying upon such representations and warranties in entering into this Agreement:

(a) *Organization.* The City is a municipal corporation and city of the second class, duly organized and existing under the Constitution and laws of the Commonwealth of Pennsylvania and the City of Pittsburgh Home Rule Charter.

(b) *Power and Authority.* The City Council has (i) duly adopted an ordinance authorizing the Transaction, which remains in full force and effect, (ii) duly authorized and approved the execution and delivery of this Agreement and (iii) duly authorized and approved the performance by the City of its obligations contained in this Agreement. The City has the power and authority to enter into this Agreement and to do all acts and things and execute and deliver all other documents as are required hereunder to be done, observed or performed by it in accordance with the terms hereof.

(c) *Enforceability.* This Agreement has been duly authorized, executed and delivered by the City and constitutes a valid and legally binding obligation of the City, enforceable against the City in accordance with the terms hereof, subject only to applicable bankruptcy, insolvency and similar laws affecting the enforceability of the rights of creditors generally and to general principles of equity.

(d) *Title.* Prior to the Time of Closing, the City will have conveyed to the Authority good and marketable title to the City Parking Facilities as necessary for the Parking Facilities System Operations pursuant to this Agreement, subject only to Permitted Authority Encumbrances and Permitted Concessionaire Encumbrances (other than the Permitted Concessionaire Encumbrances specified in clause (iv), clause (viii) and clause (ix) as it pertains to clauses (iv) and (viii), of the definition of the term "Permitted Concessionaire Encumbrances"). Subject to any and all Permitted Authority Encumbrances and Permitted Concessionaire Encumbrances (other than the Permitted Concessionaire Encumbrances specified in clause (iv), clause (vii) and clause (viii) as it pertains to clauses (iv) and (vii), of the definition of the term "Permitted Concessionaire

Encumbrances”) existing at the Time of Closing, there is no recorded or unrecorded agreement, contract, option, commitment, right, privilege or other right of another binding upon, or which at any time in the future may become binding upon, the City to sell, transfer, convey, subject to lien, charge, grant a security interest in, or in any other way dispose of or materially encumber the City Parking Facilities. No obligation of the City is or will be secured by any right or interest in the Parking Facilities System or the revenues or income therefrom (other than (i) fines or any other revenue to which the City is or may become entitled under the provisions of this Agreement and (ii) revenues and income derived after the End Date) and no judgment lien exists or shall exist in any revenue derived from or generated with respect to the City Parking Facilities.

(e) *No Conflicts.* The execution and delivery of this Agreement by the City, the consummation of the transactions contemplated hereby (including the operation of the Parking Facilities System in accordance with the terms of this Agreement) and the performance by the City of the terms, conditions and provisions hereof has not and will not contravene or violate or result in a breach of (with or without the giving of notice or lapse of time, or both) or acceleration of any material obligations of the City under (i) any applicable Law or (ii) any agreement, instrument or document to which the City is a party or by which it is bound.

(f) *Consents.* No Consent is required to be obtained by the City from, and no notice or filing is required to be given by the City to or made by the City with, any Person (including any Governmental Authority) in connection with the execution, delivery and performance by the City of this Agreement or the consummation of the transactions contemplated hereby as of the Closing, except for those Consents which have been obtained or will be obtained on or before the Closing or, with respect to the performance of the City’s obligations after Closing, those Consents which the City has obtained or reasonably expects to obtain in the ordinary course prior to the time when such Consent is required.

(g) *Compliance with Law; Litigation; Environmental Matters.*

(i) There is no action, suit or proceeding, at law or in equity, or before or by any Governmental Authority, pending nor, to the best of the City’s knowledge, threatened against the City prior to or at the Time of Closing, which will have a material adverse effect on the operations of the Parking Facilities System. As of the date of this Agreement, there is no action, suit or proceeding, at Law or in equity, or before or by any Governmental Authority, pending nor, to the best of the City’s knowledge, threatened against the City which could materially affect the validity or enforceability of this Agreement.

(ii) To the best knowledge of the City, the Authority has operated and is operating the Parking Facilities System in compliance, in all material respects, with all applicable Laws and the City is not in breach of any applicable Law that would have a material adverse effect on the operations of the Parking Facilities System or on the Concessionaire Interest.

(iii) There has been no release (including the migration of any release) of a Hazardous Substance at, on or under the City Parking Facilities that would reasonably be expected to have a material adverse effect on the City Parking Facilities or the Concessionaire Interest.

(h) *Parking Facilities System Contracts.* The City is not in material breach of its obligations under any Parking Facilities System Contract, and no act or event has occurred which, with notice or lapse of time, or both, would constitute a material breach thereof.

(i) *Brokers.* Except for Morgan Stanley & Co. Incorporated and Scott Balice Strategies, LLC, whose fees will be paid by the Authority, there is no investment banker, broker, finder or other intermediary which has been retained by or is authorized to act on behalf of the City who might be entitled to any fee or commission from the City in connection with the transactions contemplated by this Agreement.

(j) *Accuracy of Information.* To the knowledge of the City, all consultant reports and financial information prepared by the Government Parties in connection with the Transaction and all historical financial statements and results of operations regarding the Parking Facilities System that the Government Parties provided to the Concessionaire in the virtual data room was accurate in all material respects at the time such information was prepared.

**Section 9.3. Representations and Warranties of the Concessionaire.** The Concessionaire makes the following representations and warranties to the Government Parties (and acknowledges that the Government Parties are relying upon such representations and warranties in entering into this Agreement):

(a) *Organization.* The Concessionaire is duly organized, validly existing and in good standing under the laws of the state of its organization. The capital stock, units, partnership or membership interests and other equity interests or securities of the Concessionaire (including options, warrants and other rights to acquire any such equity interests) are owned by the Persons set forth in the written certification that the Concessionaire delivered to the Authority prior to the date hereof.

(b) *Power and Authority.* The Concessionaire has the power and authority to enter into this Agreement and to do all acts and things and execute and deliver all other documents as are required hereunder to be done, observed or performed by it in accordance with the terms hereof.

(c) *Enforceability.* This Agreement has been duly authorized, executed and delivered by the Concessionaire and constitutes a valid and legally binding obligation of the Concessionaire, enforceable against it in accordance with the terms hereof, subject only to applicable bankruptcy, insolvency and similar laws affecting the enforceability of the rights of creditors generally and to general principles of equity.

(d) *No Conflicts.* The execution and delivery of this Agreement by the Concessionaire, the consummation of the transactions contemplated hereby and the

performance by the Concessionaire of the terms, conditions and provisions hereof has not and will not contravene or violate or result in a material breach of (with or without the giving of notice or lapse of time, or both) or acceleration of any material obligations of the Concessionaire under (i) any applicable Law, (ii) any material agreement, instrument or document to which the Concessionaire is a party or by which it is bound or (iii) the articles, bylaws or governing documents of the Concessionaire.

(e) *Consents.* No Consent is required to be obtained by the Concessionaire from, and no notice or filing is required to be given by the Concessionaire to or made by the Concessionaire with, any Person (including any Governmental Authority) in connection with the execution, delivery and performance by the Concessionaire of this Agreement or the consummation of the transactions contemplated hereby, except for such consents which have been obtained and notices which have been given as of the date hereof.

(f) *Compliance with Law; Litigation.* The Concessionaire is not in breach of any applicable Law that could have a material adverse effect on the operations of the Parking Facilities System. Neither the Concessionaire nor any Affiliate of the Concessionaire is listed on any of the following lists maintained by the Office of Foreign Assets Control of the United States Department of the Treasury, the Bureau of Industry and Security of the United States Department of Commerce or their successors, or on any other list of Persons with which the City or the Authority may not do business under applicable Law: the Specially Designated Nationals List, the Denied Persons List, the Unverified List, the Entity List and the Debarred List. There is no action, suit or proceeding, at law or in equity, or before or by any Governmental Authority, pending nor, to the best of the Concessionaire's knowledge, threatened against the Concessionaire prior to or at the Time of Closing, which will have a material adverse effect on (i) the transactions contemplated by this Agreement or (ii) the validity or enforceability of this Agreement.

(g) *Operator.* To the extent the Operator is not the Concessionaire, the Concessionaire represents and warrants as follows: To the best knowledge of the Concessionaire: (i) the Operator is duly organized, validly existing and in good standing under the laws of the state of its organization; (ii) the capital stock of the Operator (including options, warrants and other rights to acquire capital stock) is owned by the Persons set forth in the written certification that the Concessionaire delivered to the Authority prior to the date of this Agreement; (iii) the Operator has the power and authority to do all acts and things and execute and deliver all other documents as are required hereunder to be done, observed or performed by it in connection with its engagement by the Concessionaire; (iv) the Operator has all necessary expertise, qualifications, experience, competence, skills and know-how to perform the Parking Facilities System Operations in accordance with this Agreement; and (v) the Operator is not in breach of any applicable Law that would have a material adverse effect on the operations of the Parking Facilities System.

(h) *RFQ and RFP.* All of the information in the Concessionaire's Statement of Affiliations submitted pursuant to City of Pittsburgh Code of Ordinances, Title One, Article XI, § 197.08(c), all information regarding the Concessionaire's qualifications set

forth in the response to the request for Parking Facilities System concessionaire qualifications and the response to the request for proposals delivered by or on behalf of the Concessionaire to the Authority in connection with the execution of this Agreement is true, accurate and correct in all material respects.

(i) *Brokers.* Except for any broker or advisor whose fees will be paid by the Concessionaire or its Affiliates, there is no investment banker, broker, finder or other intermediary which has been retained by or is authorized to act on behalf of the Concessionaire or any of its Affiliates who might be entitled to any fee or commission in connection with the transactions contemplated by this Agreement.

Section 9.4. **Non-Waiver.** No investigations made by or on behalf of any Party at any time shall have the effect of waiving, diminishing the scope of or otherwise affecting any representation or warranty made by the other Party in this Agreement or pursuant to this Agreement. No waiver by a Party of any condition, in whole or in part, shall operate as a waiver of any other condition.

#### **Section 9.5. Survival.**

(a) *Authority's Representations and Warranties.* The representations and warranties of the Authority contained in Section 9.1 shall survive and continue in full force and effect for the benefit of the Concessionaire as follows: (i) as to the representations and warranties contained in Sections 9.1(a) through 9.1(g), inclusive, and Section 9.1(m) without time limit; and (ii) as to all other matters, for a period of 24 months following the Closing Date unless a bona fide notice of a Claim shall have been given, in writing in accordance with Section 20.1, prior to the expiry of that period, in which case the representation and warranty to which such notice applies shall survive in respect of that Claim until the final determination or settlement of that Claim, provided such determination or settlement is being pursued diligently and in good faith by the applicable Party.

(b) *City's Representations and Warranties.* The representations and warranties of the City contained in Section 9.2 shall survive and continue in full force and effect for the benefit of the Concessionaire as follows: (i) as to the representations and warranties contained in Sections 9.2(a) through 9.2(g), inclusive, and Section 9.2(j) without time limit; and (ii) as to all other matters, for a period of 24 months following the Closing Date unless a bona fide notice of a Claim shall have been given, in writing in accordance with Section 20.1, prior to the expiry of that period, in which case the representation and warranty to which such notice applies shall survive in respect of that Claim until the final determination or settlement of that Claim, provided such determination or settlement is being pursued diligently and in good faith by the applicable Party.

(c) *Concessionaire's Representations and Warranties.* The representations and warranties of the Concessionaire contained in Section 9.3 shall survive and continue in full force and effect for the benefit of the Government Parties as follows: (i) as to the representations and warranties contained in Sections 9.3(a) through 9.3(h), inclusive, without time limit; and (ii) as to all other matters, for a period of 24 months following the

Closing Date unless a bona fide notice of a Claim shall have been given, in writing in accordance with Section 20.1, before the expiry of that period, in which case the representation and warranty to which such notice applies shall survive in respect of that Claim until the final determination or settlement of that Claim, provided such determination or settlement is being pursued diligently and in good faith by the applicable Party.

## ARTICLE 10 FINANCE OBLIGATIONS

**Section 10.1. Concessionaire's Obligations.** Except with respect to the Authority's funding of costs and expenses related to Directives as contemplated by Section 5.1, the Concessionaire shall be responsible for obtaining any financing for the performance of its obligations under this Agreement, which financing shall comply with all requirements of this Agreement.

**Section 10.2. Government Party Obligations.** Each Government Party shall, to the extent consistent with applicable Law and at the sole cost and expense of the Concessionaire, cooperate with the Concessionaire with respect to documentation reasonably necessary to obtain, maintain and replace financing for the performance of the obligations of the Concessionaire hereunder. A Government Party's cooperation will include reviewing, approving and executing documents which substantiate the terms of this Agreement (including any consents and agreements necessary to confirm that the debt evidenced by the relevant financing constitutes Leasehold Mortgage Debt) and making information and material available to the Concessionaire's lenders to facilitate financing to the extent permitted by applicable Law and contractual obligations with third parties and to the extent reasonable in the circumstances. If requested to do so by the Concessionaire, a Government Party shall, at the sole cost and expense of the Concessionaire, use its reasonable efforts to cause the Government Party's independent public accountants to consent to the preparation, use and inclusion of certain financial information regarding the Parking Facilities System in connection with the Concessionaire's public or private offering of securities, as the case may be. In addition, the Government Parties shall, promptly upon the request of the Concessionaire or any Leasehold Mortgagee, execute, acknowledge and deliver to the Concessionaire, or any of the parties specified by the Concessionaire, standard consents and estoppel certificates with respect to this Agreement which may be qualified to the best of the knowledge and belief of a designated Representative of the Government Party. Nothing herein shall require the a Government Party to incur any additional obligations or liabilities (unless the Government Party shall have received indemnification, as reasonably determined in the Government Party's discretion, with respect thereto) or to take any action, give any consent or enter into any document inconsistent with the provisions of this Agreement.

**Section 10.3. Concessionaire's Obligation for Estoppel Certificates.** The Concessionaire shall, within 10 days of the request of a Government Party, execute and deliver to the Government Party, or any of the parties specified by the Government Party, standard consents and estoppel certificates with respect to this Agreement which may be

qualified to the best of the knowledge and belief of a designated Representative of the Concessionaire. Nothing herein shall require the Concessionaire to incur any additional obligations or liabilities or to take any action, give any consent or enter into any document inconsistent with the provisions of this Agreement or applicable Law.

**Section 10.4. Prohibited Tax Shelter Transactions.** The Concessionaire covenants and agrees that it shall not enter into any lease, sublease, concession, management agreement, operating agreement or other similar arrangement or other transaction that would cause the City or the Authority to become a party to a “prohibited tax shelter transaction” within the meaning of section 4965 of the Internal Revenue Code of 1986 (it being agreed that, for purposes of this Section 10.4, neither the City nor the Authority shall be treated as having become a party to any such transaction solely by virtue of the execution of this Agreement). A violation of this Section 10.4 by the Concessionaire shall entitle a Government Party to (a) recover from the Concessionaire, to the extent permitted by applicable Law, the amount of any Tax liability to which the Government Party, or any Government Party official is subject and (b) require the Concessionaire, at the Concessionaire’s expense, to prepare timely all statements and returns, and to maintain all lists and similar information that the City or the Authority becomes obligated to disclose, file or maintain with any taxing authority or participant or otherwise as a result of such transaction.

## ARTICLE 11 COMPLIANCE WITH LAWS

**Section 11.1. Compliance with Laws.** The Concessionaire must at all times at its own cost and expense observe and comply, in all material respects, and cause the Parking Facilities System Operations to observe and comply, in all material respects, with all applicable Laws now existing or later in effect that are applicable to it or such Parking Facilities System Operations, including those Laws expressly enumerated in this Article 11, and those that may in any manner apply with respect to the performance of the Concessionaire’s obligations under this Agreement; *provided* that the Concessionaire (i) within 120 days of the Closing Date, shall provide the Government Parties with a written work plan outlining the actions necessary to cause the Parking Facilities System Operations to observe and comply, in all material respects, with all applicable Laws by December 31, 2011, and (ii) shall have the period of time outlined in such written work plan (which period of time shall end no later than December 31, 2011) to cause the Parking Facilities System Operations to observe and comply, in all material respects, with all applicable Laws. The Concessionaire must notify the Government Parties within seven days after receiving notice from a Governmental Authority that the Concessionaire may have violated any Laws as described above.

### **Section 11.2. Non-Discrimination.**

(a) *Non-Discrimination Requirements.* The Concessionaire shall comply with all applicable federal, state and local Laws regarding non-discrimination, including: (i) the Civil Rights Act of 1964, 42 U.S.C. § 2000 *et seq.* (1981); (ii) the Civil Rights Act

of 1991, P.L. 102-166; (iii) Executive Order Number 11246, 30 Fed. Reg. 12,319 (1965), reprinted in 42 U.S.C. § 2000(e) note, as amended by Executive Order Number 11375, 32 Fed. Reg. 14,303 (1967) and by Executive Order Number 12086, 43 Fed. Reg. 46,501 (1978); (iv) the Age Discrimination Act, 42 U.S.C. §§ 6101-6106 (1981); (v) the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-34 (1967); (vi) the Rehabilitation Act of 1973, 29 U.S.C. §§ 793-794 (1981); (vii) the Americans with Disabilities Act, 42 U.S.C. § 12101 *et seq.* (1990); (viii) the Pennsylvania Human Relations Act, Act of October 27, 1955 (P.L. 744, No. 222) as amended, 43 P.S. §§ 951-963; and (ix) City of Pittsburgh Code of Ordinances, Title Six, Article V, Chapters 651 through 659.

(b) *Contract Provisions.* The Concessionaire shall cause all Contractors to comply with each of the federal laws, Pennsylvania Laws and City Laws referenced in this Section 11.2, and shall include a provision to such effect in each contract entered into with any Contractor.

Section 11.3. Non-Discrimination/Sexual Harassment Clause. Pursuant to 62 Pa.C.S. § 3701, the Concessionaire agrees as follows during the Term:

(a) In the hiring of any employees for the manufacture of supplies, performance of work, or any other activity required under this Agreement or any subcontract, the Concessionaire, any Contractor or any Person acting on behalf of the Concessionaire or a Contractor shall not by reason of gender, race, creed, or color discriminate against any citizen of the Commonwealth of Pennsylvania who is qualified and available to perform the work to which the employment relates.

(b) Neither the Concessionaire nor any Contractor nor any Person on their behalf shall in any manner discriminate against or intimidate any employee involved in the manufacture of supplies, the performance of work or any other activity required under this Agreement on account of gender, race, creed, or color.

(c) The Concessionaire and all Contractors shall establish and maintain a written sexual harassment policy and shall inform their employees of the policy. The policy must contain a notice that sexual harassment will not be tolerated and employees who practice it will be disciplined.

(d) The Concessionaire shall not discriminate by reason of gender, race, creed, or color against any Contractor or supplier who is qualified to perform the work to which the contract relates.

(e) The Concessionaire and each Contractor shall furnish all necessary employment documents and records to and permit access to its books, records, and accounts by the Authority for purposes of investigation to ascertain compliance with this Section 11.3. If the Concessionaire or any Contractor does not possess documents or records reflecting the necessary information requested, it shall furnish such information on reporting forms supplied by the Authority.

(f) The Concessionaire shall include the provisions of this Section 11.3 in every subcontract so that such provisions will be binding upon each Contractor.



(g) Any termination or cancellation of this Agreement as described in 62 Pa.C.S. § 3701 as a result of an alleged breach or failure to comply with the provisions of this Section 11.3 or 62 Pa.C.S. § 3701 shall be subject and pursuant to Section 16.1 of this Agreement.

**Section 11.4. Non-Collusion.** The Concessionaire attests, after inquiry of its Representatives and subject to the penalties for perjury, that no Representative of the Concessionaire, directly or indirectly, to the best of the Concessionaire's knowledge, entered into or offered to enter into any combination, conspiracy, collusion or agreement to receive or pay any sum of money or other consideration for the execution of this Agreement other than that which is expressly set forth in this Agreement.

**Section 11.5. Ethics and Conflict of Interest Requirements.**

(a) The Concessionaire shall maintain the highest standards of integrity in the performance of this Agreement and shall take no action in violation of state or federal Laws, regulations, or other requirements that govern contracting with the Commonwealth of Pennsylvania, the Authority or the City.

(b) The Concessionaire shall not, in connection with this or any other agreement with the Authority or City, directly, or indirectly, offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for the decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty by any officer or employee of the Commonwealth of Pennsylvania.

(c) The Concessionaire shall not, in connection with this or any other agreement with the Authority or City, directly or indirectly, offer, give, or agree or promise to give to anyone any gratuity for the benefit of or at the direction or request of any officer or employee of the Authority or City.

(d) Except with the consent of the Authority and City, neither the Concessionaire nor anyone in privity with the Concessionaire shall accept or agree to accept from, or give or agree to give to, any Representative of the Authority or City, any gratuity from any person in connection with this Agreement that is intended by the provider thereof to be a material inducement to enter into this Agreement or any other contract.

(e) The Concessionaire certifies that except as fully disclosed in the Concessionaire's proposal, Concessionaire has not entered into any arrangement involving a finder's fee, fee splitting, firm affiliation or relationship with any broker-dealer, payment to any consultant, lobbyist, or commissioned representative or any other contractual arrangement that could present a real or perceived conflict of interest.

(f) The Concessionaire, upon being informed that any violation of the provisions of this Section 11.5 has occurred or may occur, shall immediately notify the Authority and City in writing.

(g) The Concessionaire, by execution of this Agreement and any request for compensation pursuant hereto certifies and represents that it has not violated any of the provisions of this Section 11.5.

**Section 11.6. Prevailing Wage.**

(a) *Compliance with Prevailing Wage Act.* The Concessionaire shall comply with (i) the provisions of the Pennsylvania Prevailing Wage Act, Act of August 15, 1961 (P.L. 987), as amended, 43 P.S. §§165-1 to 165-17, known as the Pennsylvania Prevailing Wage Act and the regulations issued pursuant thereto by the Pennsylvania Department of Labor and Industry; and (ii) the provisions of City of Pittsburgh Code of Ordinances, Title One, Article VII, Chapter 161, Section 161.23. To the extent that the Concessionaire performs any “public work” (as such term is defined in the Pennsylvania Prevailing Wage Act) related to the Parking Facilities System during the Term, or engages any Contractor to perform any such “public work” relating to the Parking Facilities System during the Term, the Concessionaire shall pay and ensure that all of its Contractors pay all employees engaged in such “public work” at least the prevailing wage rates as ascertained from time to time by the Pennsylvania Department of Labor and Industry (or its successors).

(b) *City and Authority Powers.* Further, the Concessionaire acknowledges that the City and Authority may withhold any sums due to the Concessionaire or a Contractor as is necessary to pay to such employees of the Concessionaire or Contractor, as applicable, any deficiency between the wages required to be paid to such employees and the wages actually paid to such employees, and the Authority or City may make such payments directly to the appropriate employees.

(c) *Contract Provisions.* The Concessionaire shall include a provision in each contract or subcontract entered into with a Contractor performing “public work” reflecting the requirements of this Section 11.6.

**Section 11.7. Living Wage.** The Concessionaire shall comply with, and shall cause all Contractors to comply with, the living wage requirements of the City of Pittsburgh Code of Ordinances Title One, Article VIII, Chapter 161, §161.35, as may be amended from time to time, so long as such requirements are in full force and effect. If an employee of the Concessionaire or a Contractor is required to be paid a living wage pursuant to this Section 11.7 and is also subject to payment of a prevailing wage pursuant to Section 11.6 of this Agreement, then the Concessionaire or Contractor, as appropriate, shall pay the employee the higher of the prevailing wage or the living wage.

**Section 11.8. Reciprocal Limitations Act.** Subject to federal and state Law, the Concessionaire shall comply with the provisions of the Reciprocal Limitations Act, 62 Pa. C.S.A. § 107, which imposes certain procurement restrictions against those states which have imposed restrictions against purchases from the Commonwealth of Pennsylvania or other states, as such statute relates to the performance by the Concessionaire of any obligation under this Agreement. Nothing in the foregoing shall be deemed to bar the Concessionaire or any Contractor from seeking any waiver as provided for in the Reciprocal Limitations Act.

Section 11.9. Steel Products Procurement Act. In the performance of any construction, reconstruction, alteration, repair, improvement or maintenance of the Parking Facilities System, the Concessionaire shall comply with the requirements of the Steel Products Procurement Act, Act of March 3, 1978 (P.L. 6, No. 3), as amended, 73 P.S. §§1881-1887.

**Section 11.10. Trade Practices Act.** In accordance with Pennsylvania Trade Practices Act, the Act of July 23, 1968 (P.L. 686, No. 226), 71 P.S. §§ 773.101-773.113, the Concessionaire shall not furnish or use or permit to be furnished or used in any “public works” (as defined in the Pennsylvania Trade Practices Act) any aluminum or steel products made in a foreign country that has been identified by the Commonwealth of Pennsylvania as a foreign country that discriminates against aluminum or steel products manufactured in the Commonwealth of Pennsylvania.

**Section 11.11. Pennsylvania Procurement Code.** In addition to the other obligations set forth in this Agreement, the Concessionaire shall be subject to the following provisions of the Pennsylvania Procurement Code: 62 Pa. C.S. § 531 (relating to debarment and suspension), 62 Pa. C.S. § 541 (relating to accounting standards); 62 Pa. C.S. § 551 (relating to inspections), 62 Pa. C.S.A. § 552 (relating to audits) and 62 Pa. C.S. § 563 (relating to record retention requirements).

**Section 11.12. City Residential Preference Requirements.**

(a) In the event that the Concessionaire or a Contractor enters into a Covered Contract (as defined Section 11.12(b)), the Concessionaire shall comply with, and shall cause all Contractors to comply with, the residential preference requirements of (i) City of Pittsburgh Code of Ordinances, Title One, Article VII, Chapter 161, §161.33, (ii) the City of Pittsburgh Code of Ordinances, Title One, Article IX, Chapter 177A, and (iii) Section 515 of the City of Pittsburgh Home Rule Charter, as each may be amended from time to time, so long as such requirements are in effect.

(b) For purposes of this Section 11.12, the term “Covered Contract” has the meaning set forth in City of Pittsburgh Code of Ordinances, Title One, Article VII, Chapter 161, §161.33. As of the date of the agreement: (1) the term Covered Contract means any Construction Contract (as hereinafter defined) for \$200,000 or more to which the City is a party and which is funded in whole or in part by (i) City funds or value, (ii) funds received from the City directly or indirectly from the state or federal government which the City may expend or administer in connection with a construction project subject to the City of Pittsburgh Code of Ordinances, Title One, Article VII, Chapter 161, or (iii) a combination thereof, and (2) the term “Construction Contract” means any agreement for the erection, repair, alteration or demolition of any building, structure, bridge, roadway or other improvement to real property which is funded, in whole or in part, by City funds or value.

**Section 11.13. Minority-Owned and Women-Owned Business Enterprises.** The Concessionaire shall use good faith efforts during the Term to obtain the participation of M.B.E./W.B.E. in its Parking Facilities System Operations. In order to demonstrate this good faith efforts commitment, the Concessionaire shall, and shall cause

all Contractors to, complete and submit to the City (i) a M.B.E./W.B.E.. Solicitation and Commitment Statement, which shall detail the efforts of the Concessionaire or the Contractor, as applicable, to obtain such participation or (ii) a M.B.E./W.B.E. Commitment Waiver Request, which shall detail the reasons why no M.B.E./W.B.E. participation could be obtained. Further, within thirty (30) days after the City's request, the Concessionaire and the Contractor, as applicable, shall submit a report detailing the actual levels of M.B.E./W.B.E. participation.

## ARTICLE 12 INDEMNIFICATION

**Section 12.1. Indemnification by the Concessionaire.** The Concessionaire shall indemnify and hold harmless the City, the Authority and each of their Representatives from and against any Losses actually suffered or incurred by the City, the Authority or any such Representative, based upon, arising out of, occasioned by or attributable to (i) any failure by the Concessionaire, the Operator or each of their respective Representatives to comply with, observe or perform any of the covenants, obligations, agreements, terms or conditions in this Agreement or, subject to Section 9.5(c), any breach by the Concessionaire of its representations or warranties set forth herein, (ii) any Assumed Liabilities, (iii) any Tax or mortgage recording charge attributable to any Transfer of the Concessionaire Interest or any part thereof by the Concessionaire or (iv) any claim for brokerage commissions, fees or other compensation by any Person who acted on behalf of the Concessionaire or its Representatives in connection with this Agreement, any Transfer of the Concessionaire Interest or any part thereof or any other matter affecting the Parking Facilities System; *provided, however*, that, except with respect to Claims resulting from Third Party Claims, Claims are made in writing within a period of three years following the expiration of the Term or earlier termination of this Agreement or within such shorter period as may be prescribed by the applicable statute of limitations.

### **Section 12.2. Indemnification by the Government Parties.**

(a) *Authority.* The Authority shall indemnify and hold harmless the Concessionaire and each of its Representatives against and from and against any Losses actually suffered or incurred by the Concessionaire or any such Representative, based upon, arising out of, occasioned by or attributable to (i) any failure by the Authority or its Representatives to comply with, observe or perform any of the covenants, obligations, agreements, terms or conditions in this Agreement or, subject to Section 9.5(a), any breach by the Authority of its representations or warranties set forth herein, (ii) any Excluded Liabilities, (iii) any claim for brokerage commissions, fees or other compensation by any Person who acted on behalf of the Authority or any of its Representatives in connection with this Agreement, or any other matter affecting the Parking Facilities System; *provided, however*, that, (A) except with respect to Claims resulting from Third Party Claims, Claims are made in writing within a period of three years of the expiration of the Term or earlier termination of this Agreement or within such shorter period as may be prescribed by the applicable statute of limitations and

(B) nothing in this Section 12.2(a) shall be construed as a waiver of the Authority's governmental immunity and related limitations on liability as to damages on account of any injury to a person or property pursuant to the Pennsylvania Political Subdivisions Tort Claims Act, and the Authority shall not be required to indemnify the Concessionaire for any such personal injury or property damages (including Third Party Claims as to such damages) except to the extent provided under Pennsylvania Political Subdivisions Tort Claims Act.

(b) *City.* The City shall indemnify and hold harmless the Concessionaire and each of its Representatives against and from and against any Losses actually suffered or incurred by the Concessionaire or any such Representative, based upon, arising out of, occasioned by or attributable to (i) any failure by the City or its Representatives to comply with, observe or perform any of the covenants, obligations, agreements, terms or conditions in this Agreement or, subject to Section 9.5(b), any breach by the City of its representations or warranties set forth herein, (ii) any Excluded Liabilities, (iii) any claim for brokerage commissions, fees or other compensation by any Person who acted on behalf of the City or any of its Representatives in connection with this Agreement, or any other matter affecting the Parking Facilities System; *provided, however,* that, (A) except with respect to Claims resulting from Third Party Claims, Claims are made in writing within a period of three years of the expiration of the Term or earlier termination of this Agreement or within such shorter period as may be prescribed by the applicable statute of limitations and (B) nothing in this Section 12.2(b) shall be construed as a waiver of the City's governmental immunity and related limitations on liability as to damages on account of any injury to a person or property pursuant to the Pennsylvania Political Subdivisions Tort Claims Act, and the City shall not be required to indemnify the Concessionaire for any such personal injury or property damages (including Third Party Claims as to such damages) except to the extent provided under Pennsylvania Political Subdivisions Tort Claims Act.

**Section 12.3. Agency for Representatives.** Each of the Parties agree that it accepts each indemnity in favor of any of its Representatives, as agent and trustee of that Representative and agrees that each of the Parties may enforce an indemnity in favor of its Representatives on behalf of that Representative.

#### **Section 12.4. Third Party Claims.**

(a) *Notice of Third Party Claim.* If an Indemnified Party receives notice of the commencement or assertion of any Third Party Claim, the Indemnified Party shall give the Indemnifier reasonably prompt notice thereof, but in any event no later than 30 days after receipt of such notice of such Third Party Claim. Such notice to the Indemnifier shall describe the Third Party Claim in reasonable detail (and include a copy of any complaint or related documents) and shall indicate, if reasonably practicable, the estimated amount of the Loss that has been or may be sustained by the Indemnified Party.

(b) *Defense of Third Party Claim.* The Indemnifier may participate in or assume the defense of any Third Party Claim by giving notice to that effect to the Indemnified Party not later than 30 days after receiving notice of that Third Party Claim (the "Notice Period"). The Indemnifier's right to do so shall be subject to the rights of

any insurer or other Party who has potential liability in respect of that Third Party Claim. The Indemnifier agrees to pay all of its own expenses of participating in or assuming each defense. The Indemnified Party shall co-operate in good faith in the defense of each Third Party Claim, even if the defense has been assumed by the Indemnifier and may participate in such defense assisted by counsel of its own choice at its own expense. If the Indemnified Party has not received notice within the Notice Period that the Indemnifier has elected to assume the defense of such Third Party Claim, the Indemnified Party may assume such defense, assisted by counsel of its own choosing and the Indemnifier shall be liable for all reasonable costs and expenses paid or incurred in connection therewith and any Loss suffered or incurred by the Indemnified Party with respect to such Third Party Claim.

(c) *Assistance for Third Party Claims.* The Indemnifier and the Indemnified Party will use all reasonable efforts to make available to the Party which is undertaking and controlling the defense of any Third Party Claim (the “Defending Party”), (i) those employees whose assistance, testimony and presence is necessary to assist the Defending Party in evaluating and in defending any Third Party Claim, and (ii) all documents, records and other materials in the possession of such party reasonably required by the Defending Party for its use in defending any Third Party Claim, and shall otherwise co-operate with the Defending Party. The Indemnifier shall be responsible for all reasonable expenses associated with making such documents, records and materials available and for all expenses of any employees made available by the Indemnified Party to the Indemnifier hereunder, which expense shall not exceed the actual cost to the Indemnified Party associated with such employees.

(d) *Settlement of Third Party Claims.* If an Indemnifier elects to assume the defense of any Third Party Claim in accordance with Section 12.4(b), the Indemnifier shall not be liable for any legal expenses subsequently incurred by the Indemnified Party in connection with the defense of such Third Party Claim. However, if the Indemnifier fails to take reasonable steps necessary to defend diligently such Third Party Claim within 30 days after receiving notice from the Indemnified Party that the Indemnified Party bona fide believes on reasonable grounds that the Indemnifier has failed to take such steps, the Indemnified Party may, at its option, elect to assume the defense of and to compromise or settle the Third Party Claim assisted by counsel of its own choosing and the Indemnifier shall be liable for all reasonable costs and expenses paid or incurred in connection therewith. The Indemnified Party shall not settle or compromise any Third Party Claim without obtaining the prior written consent of the Indemnifier unless such settlement or compromise is made without any liability to, and does not require any action on the part of, the Indemnifier.

**Section 12.5. Direct Claims.** Any Direct Claim shall be asserted by giving the Indemnifier reasonably prompt notice thereof, but in any event not later than 60 days after the Indemnified Party becomes aware of such Direct Claim. The Indemnifier shall then have a period of 30 days within which to respond in writing to such Direct Claim. If the Indemnifier does not so respond within such 30-day period, the Indemnifier shall be deemed to have rejected such Claim, and in such event the Indemnified Party may submit such Direct Claim to the dispute resolution process set forth in Article 19.

Section 12.6. **Failure to Give Timely Notice.** A failure to give timely notice in accordance with this Article 12 shall not affect the rights or obligations of any Party except and only to the extent that, as a result of such failure, a Party which was entitled to receive such notice was deprived of its right to recover any payment under its applicable insurance coverage or was otherwise directly and materially damaged as a result of such failure. However, this Section 12.6 shall have no effect whatever on the survival provisions set out in Section 9.5 and the rights of the Parties with respect thereto.

Section 12.7. **Reductions and Subrogation.** If the amount of any Loss incurred by an Indemnified Party at any time subsequent to the making of an indemnity payment hereunder (an “Indemnity Payment”) is reduced by any recovery, settlement or otherwise under or pursuant to any insurance coverage, or pursuant to any claim, recovery, settlement or payment by or against any other Person, the amount of such reduction (less any costs, expenses (including Taxes) or premiums incurred in connection therewith), together with interest thereon from the date of payment thereof at the Bank Rate, shall promptly be repaid by the Indemnified Party to the Indemnifier. Upon making a full Indemnity Payment, the Indemnifier shall, to the extent of such Indemnity Payment, be subrogated to all rights of the Indemnified Party against any third party in respect of the Loss to which the Indemnity Payment relates. Until the Indemnified Party recovers full payment of its Loss, any and all claims of the Indemnifier against any such third party on account of such Indemnity Payment shall be postponed and subordinated in right of payment to the Indemnified Party’s rights against such third party.

Section 12.8. **Payment and Interest.** All amounts to be paid by an Indemnifier hereunder shall bear interest at a rate per annum equal to the Bank Rate, calculated annually and payable monthly, both before and after judgment, from the date that the Indemnified Party disbursed funds, suffered damages or losses or incurred a loss, liability or expense in respect of a Loss for which the Indemnifier is liable to make payment pursuant to this Article 12, to the date of payment by the Indemnifier to the Indemnified Party.

Section 12.9. **Limitation on Certain Claims.** No Claim may be made by the Concessionaire or its Representatives against (i) the Authority under Section 12.2(a) for the breach of any representation or warranty made or given by the Authority in Section 9.1 or (ii) the City under Section 12.2(b) for the breach of any representation or warranty made or given by the City under Section 9.2 unless (A) the Loss suffered or incurred by the Concessionaire or its Representatives in connection with such breach is in excess of \$10,000 and (ii) the aggregate of all Losses suffered or incurred by the Concessionaire or its Representatives in connection with breaches of representations and warranties in Section 9.1 and Section 9.2 exceeds \$2,000,000 in the aggregate, in which event the amount of all such Losses in excess of such amount may be recovered by the Concessionaire or its Representatives; *provided, however*, that the maximum aggregate liability of the Government Parties to the Concessionaire or its Representatives in respect of such Losses shall not exceed 50% of the Consideration; *provided further* that this Section 12.9 shall not apply to Claims for the breach of the representations or warranties in Section 9.1(a), (b), (c), (d), (e), (f) or (g); or in *Section 9.2(a), (b), (c), (d), (e), (f) and (g)*; or to Claims for fraud, intentional misrepresentation or intentional breach of the representations or warranties in Section 9.1 or Section 9.2.

Section 12.10. **Workers Compensation.** To the extent permissible by applicable Law, the Concessionaire waives any limits to the amount of its obligations to defend, indemnify, hold harmless or contribute to any sums due to the City, the Authority or their respective Representatives for any Losses, including any such Losses related to any claim by any employee of the Concessionaire that may be subject to the Pennsylvania Workers Compensation Act, Act of June 2, 1915, P.L. 736, as amended, 77 P.S. §§1-1001.

**Section 12.11. Offset Rights; Limitations on Certain Damages.**

(a) Each Party's obligations under this Agreement are subject to, and each Party shall have the benefit of, all defenses, counterclaims, rights of offset or recoupment or other claims and rights, including the right to deduct payments due to the other Parties hereunder (collectively, "Offsets") which such Party may have at any time against such other Party (or any of their respective successors and assigns) or any transferee or assignee of any such other Party's rights as against such Party or any part thereof or interest therein, whether the claim or right of such Party relied upon for such purpose is matured or unmatured, contingent or otherwise, and no transfer or assignment of this Agreement or any other obligation of such other Party, or of any rights in respect thereof, pursuant to any plan of reorganization or liquidation or otherwise shall affect or impair the availability to each Party of the Offsets.

(b) In no event shall any Party be liable to any other Party under this Agreement for consequential, indirect, exemplary or punitive damages (except for claims for fraud or for intentional misrepresentation or intentional breach).

Section 12.12. **Survival.** This Article 12 shall remain in full force and effect in all circumstances and shall not be terminated by any breach (fundamental, negligent or otherwise) by any Party of its representations, warranties or covenants hereunder or by any termination or rescission of this Agreement by any Party.

ARTICLE 13  
INSURANCE

Section 13.1. **Insurance Coverage Required.** The Concessionaire shall provide and maintain at the Concessionaire's own expense, or cause to be maintained, during the Term and during any time period following expiration if the Concessionaire is required to return and perform any additional work, the insurance coverages and requirements specified below, insuring the Parking Facilities System and all Parking Facilities System Operations (the "Required Coverages").

(a) *Workers' Compensation and Employer's Liability.* The Concessionaire shall provide or cause to be provided Workers' Compensation Insurance, as prescribed by applicable Law, covering all employees who agree to provide a service under this Agreement and Employer's Liability Insurance coverage with limits of not less than \$500,000 each accident or illness or disease.



(b) *Commercial General Liability (Primary and Umbrella).* The Concessionaire shall provide or cause to be provided Commercial General Liability Insurance or equivalent with limits of not less than \$25,000,000 per occurrence and in the annual aggregate, which limits may be met through a combination of primary and excess or umbrella policies, for bodily injury, personal injury and property damage liability. Coverage shall include the following: all premises and operations, products/completed operations, explosion, collapse, underground, separation of insureds, defense, terrorism (to the extent commercially available) and contractual liability (with no limitation endorsement). The City and the Authority are to be named as additional insureds on a primary, non-contributory basis for any liability arising under or in connection with this Agreement.

(c) *Automobile Liability (Primary and Umbrella).* When any motor vehicles (owned, non-owned or hired) are used in connection with work to be performed, the Concessionaire shall provide or cause to be provided Automobile Liability Insurance with limits of not less than \$10,000,000 per occurrence and in the annual aggregate, which limits may be met through a combination of primary and excess or umbrella policies, for bodily injury and property damage. The City and the Authority are to be named as additional insureds on a primary, non-contributory basis.

(d) *Garage Liability.* The Concessionaire shall provide, or cause to be provided, Garage Liability Insurance with limits of not less than \$25,000,000 per occurrence and in the aggregate, which limits may be met through a combination of primary and excess or umbrella policies, combined single limit, for bodily injury and property damage. Coverage extensions shall include Garage Keepers Legal Liability and sudden and accidental pollution. The City and the Authority shall be named as additional insureds on a primary, non-contributory basis for any liability arising under or in connection with this Agreement.

(e) *Builder's Risk.* When the Concessionaire undertakes any construction, maintenance or repairs to the Parking Facilities System, including improvements and betterments pursuant to this Agreement, the Concessionaire shall provide or cause to be provided, All Risk Builder's Risk Insurance at replacement cost for materials, supplies, equipment, machinery and fixtures that are or will be part of the Parking Facilities System. Coverage shall include, but not be limited to, the following: right to partial occupancy, boiler and machinery, business income, valuable papers and other consequential loss, when applicable with aggregate sublimits for catastrophic perils of earthquake, flood and named wind which are the best available on commercially reasonable terms. The City and the Authority shall be named as additional insureds and, subject to the claims of any Leasehold Mortgagee, as loss payees.

(f) *Professional Liability.* When any architects, engineers, construction managers or other professional consultants perform work of a material nature in connection with this Agreement, the Concessionaire shall cause such professional consultants to provide Professional Liability Insurance covering acts, errors or omissions shall be maintained with limits of not less than \$2,000,000; *provided, however,* that design and construction architects and engineers performing work of a material nature with respect to any such construction project undertaken by the Concessionaire pursuant

to this Agreement must maintain limits of not less than \$5,000,000 (to the extent commercially available). Any contractual liability exclusion applying to the policy shall not apply to the extent the professional would otherwise be liable for loss under the policy in the absence of a contract. When policies are renewed or replaced, the policy retroactive date shall coincide with, or precede, start of work in connection with this Agreement. A claims-made policy which is not renewed or replaced shall have an extended reporting period of two years.

(g) *Property.* The Concessionaire shall obtain All Risk Property Insurance at full replacement cost, covering all loss, damage or destruction to the Parking Facilities System, including improvements and betterments, which insurance may be provided on a blanket basis with reported building values, which shall include the value of the coverage for the Parking Facilities System required hereunder; *provided, however,* that the limits of such coverage may be based on a probable maximum loss analysis, subject to the Authority's approval of such probable maximum loss analysis by an independent third party that is reasonably acceptable to the Authority. Coverage shall include the following: equipment breakdown, collapse, water including overflow, leakage, sewer backup or seepage, utility interruption, debris removal, business ordinance or law for increased cost of construction, extra expense, boiler and machinery, valuable papers and, to the extent commercially available, terrorism and aggregated sublimits for flood, earthquake and named wind. Coverage shall also include business income, which shall be subject to a limit that is separate from and in addition to the limit of full replacement cost for property unless part of a blanket loss limit based on a probable maximum loss analysis approved by the Authority. The City and the Authority are to be named as additional insureds. Subject to the claims of any Leasehold Mortgagee, the City, the Authority and the Depository are to be named as loss payees. The Concessionaire shall be responsible for any loss or damage to City property or Authority property at full replacement cost. The Concessionaire shall be responsible for all loss or damage to personal property (including materials, fixtures/contents, equipment, tools and supplies) of the Concessionaire unless caused by the Authority or its Representatives.

(h) *Railroad Protective Liability.* When any work is to be done adjacent to or on railroad or transit property, the Concessionaire shall provide or shall cause to be provided, with respect to the operations that the Concessionaire or Contractors perform, Railroad Protective Liability Insurance in the name of the applicable railroad or transit entity. The policy shall have limits of not less than \$2,000,000 per occurrence and \$6,000,000 in the aggregate for losses arising out of injuries to or death of all persons, and for damage to or destruction of property, including the loss of use thereof.

### **Section 13.2. Additional Requirements.**

(a) *Evidence of Insurance.* The Concessionaire shall deliver or cause to be delivered to the Authority and to the City, original Certificates of Insurance evidencing the Required Coverages on or before the Closing Date, and shall provide or cause to be provided, promptly following renewal but not more than five Business Days following renewal of the then current coverages (or such other period as is agreed to by the Authority), Renewal Certificates of Insurance, or such similar evidence, if such coverages have an expiration or renewal date occurring during the Term. The receipt of any

certificate does not constitute agreement by the Government Parties that the insurance requirements in this Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with all requirements of this Agreement. The failure of a Government Party to obtain certificates or other insurance evidence from the Concessionaire shall not be deemed to be a waiver by the Government Party. The Concessionaire shall advise all insurers of provisions of this Agreement regarding insurance. Non-conforming insurance shall not relieve the Concessionaire of the obligation to provide insurance as specified herein. Except as otherwise expressly set forth herein, each Required Coverage may be reviewed by the Government Parties for compliance with the terms of this Agreement. Each Required Coverage shall be signed by the insurer responsible for the risks insured against or by the insurer's authorized representative. All Required Coverages shall be placed with insurers reasonably acceptable to the Authority; *provided* that all such insurers, at a minimum, shall have a rating of A(VII) or better by A.M. Best Company (unless the Authority and the City consent to waive this requirement). At the request of the Authority or City, the Concessionaire shall provide the Authority and City with certified copies of policies and all policy endorsements.

(b) *Notice of Cancellation or Violation.* All Required Coverages shall provide for 60 days (or in the case of cancellation for non-payment of premiums, 10 days) prior notice to be given to the Government Parties by the insurer in the event coverage is canceled or non-renewed. The Authority shall be permitted (but not obligated) to pay any delinquent premiums before the cancellation date specified by the insurer in any notice of cancellation for non-payment of premium in order to maintain such coverage in full force and effect and the Concessionaire shall reimburse the Authority for any delinquent premiums paid by the Authority on demand without any days of grace and without prejudice to any other rights and remedies of the Authority hereunder. The Concessionaire shall not cancel, terminate, materially change to the detriment of either Government Party any Required Coverage.

(c) *Deductibles.* All Required Coverages may contain deductibles or self-insured retentions not to exceed amounts reasonably acceptable to the Authority taking into account the deductibles or self-insured retentions for the required insurance coverages for comparable parking facilities. Any and all deductibles or self-insured retentions on Required Coverages shall be borne by the Concessionaire or its Contractors.

(d) *Inflation Adjustment.* The amounts of coverage required by Section 13.1 shall be Adjusted for Inflation each succeeding fifth anniversary of the Closing Date except for the policies required by Section 13.1(e) and 13.1(g) where the increase, if any, will be limited to the extent that replacement cost has increased.

(e) *Waiver of Subrogation by Insurers.* Each of the Required Coverages provided by the Concessionaire shall where legally or customarily permitted include a waiver by the insurer of its rights of subrogation against the Government Parties, their employees, elected officials, agents or representatives.

(f) *Government Party's Right to Insure.* If the Concessionaire fails to obtain and maintain or cause to be obtained and maintained the insurance required by this

Article 13, each Government Party shall have the right (without any obligation to do so), upon two Business Days' notice to the Concessionaire in a non-emergency situation or forthwith in an emergency situation and without assuming any obligation in connection therewith, to effect such insurance and all costs and expenses of the Government Party in connection therewith shall be payable by the Concessionaire to the Government Party on demand without any days of grace and without prejudice to any other rights and remedies of the Government Party hereunder. Such insurance taken out by the Government Party shall not relieve the Concessionaire of its obligations to insure hereunder and the Government Party shall not be liable for any loss or damage suffered by the Concessionaire in connection therewith.

(g) *No Limitation as to Concessionaire Liabilities.* The Concessionaire expressly understands and agrees that any coverages and limits furnished by the Concessionaire shall in no way limit the Concessionaire's liabilities and responsibilities specified within this Agreement or by Law.

(h) *No Contribution by Government Parties.* The Concessionaire expressly understands and agrees that any insurance or self-insurance programs maintained by the Government Parties shall not contribute with insurance provided by the Concessionaire under this Agreement.

(i) *Insurance Requirements of Contractors.* The Concessionaire shall require in each contract with any Contractor or subtenant (where such Contractor or subtenant is not covered by the Required Coverages) that such Contractor or subtenant obtain coverages reasonably comparable to the Required Coverages that are reasonably appropriate in their limits and other terms and conditions to the nature of the contract with the Contractor or subtenant. Such coverages shall insure the interests of the Authority, the City, their employees, elected officials, agents and representatives, the Concessionaire and any other Contractors or subtenants in respect of the applicable work being performed and shall be subject to the same (or comparable) coverage and administrative requirements as are imposed on the Concessionaire pursuant to this Agreement. When requested to do so by a Government Party, the Concessionaire shall provide or cause to be provided to the Government Party Certificates of Insurance with respect to such insurance coverages or such other evidence of insurance, acceptable in form and content to the Government Party.

(j) *Joint Venture and Limited Liability Company Policies.* If the Concessionaire or any Contractor required to obtain an insurance policy hereunder is a joint venture or limited liability company, all insurance policies required to be obtained by the Concessionaire or such Contractor shall specifically name the joint venture or limited liability company as a named insured. If the Concessionaire contracts operations to a third party, the Concessionaire will be an additional named insured on any liability policy.

(k) *Other Insurance Obtained by Concessionaire.* If the Concessionaire or its Contractors or subtenants desire coverages in addition to the Required Coverages, the Concessionaire and each Contractor or subtenant shall be responsible for the acquisition and cost of such additional coverages. If the Concessionaire or its Contractors or

subtenants obtain any property, liability or other insurance coverages in addition to the Required Coverages (“Additional Coverages”), then the Concessionaire or its Contractors shall (i) notify the Authority as to such Additional Coverages, (ii) provide the Authority with any documentation relating to the Additional Coverages, including Certificates of Insurance, that the Authority reasonably requests and (iii) at the Authority’s election, acting reasonably, cause the City and the Authority and their employees, elected or appointed officials, agents and representatives to be named as additional insureds under such Additional Coverages, if that is normally allowed in accordance with good industry practice.

(l) *Cooperation.* The Parties shall do all acts, matters and things as may be reasonably necessary or required to expedite the adjustment of any loss or damage covered by insurance hereunder so as to expedite the release and dedication of proceeds of such insurance in the manner and for the purposes herein contemplated.

(m) *Authority’s Right to Modify.* The Authority shall have the right, acting reasonably, to modify, delete, alter or change insurance coverage requirements set forth in Section 13.1 and this Section 13.2 to reflect known and established material changes in insurance coverages for Comparable Public Parking Garages or operations comparable to the Parking Facilities System Operations or known and established material changes in insurance exposures associated with the Parking Facilities System *provided* that the Concessionaire shall not have any obligation to procure or maintain at its cost any additional insurance unless an independent insurance consultant shall have delivered to the Concessionaire its opinion to the effect that the additional coverages are required pursuant to the above-stated criteria and such additional coverages are commercially available at reasonable rates in terms of cost of premium and amount of deductibles. Notwithstanding anything to the contrary herein, if any insurance (including the limits or deductibles thereof) required to be maintained under this Agreement shall not be available at commercially reasonable rates, the Concessionaire shall have the right to request that the Authority consent to waive such requirement and the Authority shall not unreasonably withhold, condition or delay such consent. Any such waiver shall be effective only so long as such insurance shall not be available at commercially reasonable rates, *provided* that during the period of such waiver, the Concessionaire maintains the maximum amount of such insurance otherwise available at commercially reasonable rates.

### **Section 13.3. Damage and Destruction.**

(a) *Obligations of Concessionaire.* If all or any part of any of the Parking Facilities System shall be destroyed or damaged during the Term in whole or in part by fire or other casualty of any kind or nature (including any casualty for which insurance was not obtained or obtainable), ordinary or extraordinary, foreseen or unforeseen, the Concessionaire shall: (i) give the Government Parties notice thereof promptly after the Concessionaire receives actual notice of such casualty; (ii) at its sole cost and expense, whether or not insurance proceeds, if any, shall be equal to the estimated cost of repairs, alterations, restorations, replacement and rebuilding (the “Casualty Cost”), proceed diligently to repair, restore or rebuild the same to the condition existing prior to the happening of such fire or other casualty (any such activity being a “Restoration”); and

(iii) deposit all insurance proceeds received by the Concessionaire in connection with any Restoration with a Depository; *provided, however*, that if at any time the Casualty Cost exceeds the net insurance proceeds actually deposited with the Depository, then the Concessionaire shall also deposit with the Depository such cash as is sufficient to cover the difference between the Casualty Cost and the net insurance proceeds (collectively, with any interest earned thereon, the “Restoration Funds”); *provided further* that the procedures of this clause (iii) of this Section 13.3(a) shall only apply to casualty events in which the cost of Restoration exceeds \$1,000,000. Any Restoration undertaken pursuant to this Section 13.3 shall be undertaken in accordance with and subject to the terms of this Agreement. Prior to the commencement of Restoration work, the Concessionaire shall submit to the Authority for Approval by the Authority the plans for the Restoration work and such work shall not be undertaken unless the plans for such work have been Approved by the Authority.

(b) *Rights of Government Parties.* If (i) the Concessionaire shall fail or neglect to commence the diligent Restoration of the Parking Facilities System or the portion thereof so damaged or destroyed, (ii) having so commenced such Restoration, the Concessionaire shall fail to diligently complete the same in accordance with the terms of this Agreement or (iii) prior to the completion of any such Restoration by the Concessionaire, this Agreement shall expire or be terminated in accordance with the terms of this Agreement, the Government Parties may, but shall not be required to, complete such Restoration at the Concessionaire’s expense and shall be entitled to be paid out of the Restoration Funds, but such payment shall not limit the Concessionaire’s obligation to pay each Government Party’s reasonable Restoration expenses, less amounts received by such Government Party from such Restoration Funds. In any case where this Agreement shall expire or be terminated prior to the completion of the Restoration, the Concessionaire shall (x) account to the Government Parties for all amounts spent in connection with any Restoration which was undertaken, (y) pay over or cause the Depository to pay over to the Authority, for allocation between the Government Parties, within 30 days after demand therefor, the remainder, if any, of the Restoration Funds received by the Concessionaire prior to such termination or cancellation and (z) pay over or cause the Depository to pay over to the Authority, for allocation between the Government Parties, within 30 days after receipt thereof, any Restoration Funds received by the Concessionaire or the Depository subsequent to such termination or cancellation. The Concessionaire’s obligations under this Section 13.3(b) shall survive the expiration or termination of this Agreement.

(c) *Payment of Restoration Funds to Concessionaire.* Subject to the satisfaction by the Concessionaire of all of the terms and conditions of this Section 13.3, the Depository shall pay to the Concessionaire from time to time, any Restoration Funds, but not more than the amount actually collected by the Depository upon the loss, together with any interest earned thereon, after reimbursing itself therefrom, as well as the Government Parties, to the extent, if any, of the reasonable expenses paid or incurred by the Depository and the Government Parties in the collection of such monies, to be utilized by the Concessionaire solely for the Restoration, such payments to be made as follows:

(i) prior to commencing any Restoration, the Concessionaire shall furnish the City with an estimate of the cost of such Restoration, prepared by an architect or engineer;

(ii) the Restoration Funds shall be paid to the Concessionaire in installments as the Restoration progresses, subject to Section 13.3(c)(iii), based upon requisitions to be submitted by the Concessionaire to the Depository and the Authority in compliance with Section 13.3(d), showing the cost of labor and materials purchased for incorporation in the Restoration, or incorporated therein since the previous requisition, and due and payable or paid by the Concessionaire; *provided, however*, that if any lien (other than a Permitted Concessionaire Encumbrance) is filed against the Parking Facilities System or any part thereof in connection with the Restoration, the Concessionaire shall not be entitled to receive any further installment until such lien is satisfied or discharged (by bonding or otherwise); *provided further* that notwithstanding the foregoing, but subject to the provisions of Section 13.3(c)(iii), the existence of any such lien shall not preclude the Concessionaire from receiving any installment of Restoration Funds so long as such lien will be discharged with funds from such installment and at the time the Concessionaire receives such installment the Concessionaire delivers to the Government Parties and the Depository a release of such lien executed by the lien or and in recordable form;

(iii) the amount of any installment to be paid to the Concessionaire shall be the amount of Restoration Funds incurred by the Concessionaire in connection therewith, less 10% of such amount as a retainage (which 10% retainage shall (i) be reserved without duplication of any retainage reserved by the Concessionaire under its contracts for the Restoration work and (ii) shall be released to the Concessionaire upon completion of the Restoration work), except that such retainage shall not include any amounts for architects' or engineers' fees or permitting or other governmental fees in connection with the Restoration or with respect to each Contractor upon the final completion of each such Contractor's respective work, *provided* that the unapplied portion of the funds held by the Depository are sufficient to complete the Restoration; *provided, however*, that all disbursements to the Concessionaire shall be made based upon an architect's or engineer's certificate for payment in accordance with industry standards, and disbursements may be made for advance deposits for material and Contractors to the extent that such disbursements are customary in the industry and *provided* that the unapplied portion of the funds held by the Depository are sufficient to complete the Restoration; and

(iv) except as provided in Section 13.3(b), upon completion of and payment for the Restoration by the Concessionaire, subject to the rights of any Leasehold Mortgagee, the Depository shall pay the balance of the Restoration Funds, if any, to the Concessionaire; *provided, however*, that if the insurance proceeds are insufficient to pay for the Restoration (or if there shall be no insurance proceeds), the Concessionaire shall nevertheless be required to make the Restoration and provide the deficiency in funds necessary to complete the Restoration as provided in Section 13.3(a)(iii).

(d) *Conditions of Payment.* The following shall be conditions precedent to each payment made to the Concessionaire as provided in Section 13.3(c):

(i) at the time of making such payment, no Concessionaire Default exists, except if such Concessionaire Default is the result of the damage or destruction for which such payment is being made;

(ii) the Restoration shall be carried out under the supervision of the architect or engineer, and there shall be submitted to the Depositary and the Authority the certificate of the architect or engineer (or other evidence reasonably satisfactory to the Authority) stating that (A) the materials and other items which are the subject of the requisition have been delivered to the Parking Facilities System (except with respect to requisitions for advance deposits permitted under Section 13.3(c)(iii)), free and clear of all Encumbrances, and no unsatisfied or unbonded mechanic's or other liens have been claimed, except for any mechanic's lien for claims that will be discharged, by bonding or otherwise, with funds to be received pursuant to such requisition (*provided* that a release of such lien is delivered to the Depositary in accordance with Section 13.3(c)(ii)), or insured over by title insurance reasonably acceptable to the Government Parties, (B) the sum then requested to be withdrawn either has been paid by the Concessionaire or is due and payable to Contractors, engineers, architects or other Persons (whose names and addresses shall be stated), who have rendered or furnished services or materials for the work and giving a brief description of such services and materials and the principal subdivisions or categories thereof and the several amounts so paid or due to each of such Persons in respect thereof, and stating in reasonable detail the progress of the work up to the date of such certificate, (C) no part of such expenditures has been made the basis, in any previous requisition (whether paid or pending), for the withdrawal of Restoration Funds or has been made out of the Restoration Funds received by the Concessionaire, (D) the sum then requested does not exceed the value of the services and materials described in the certificate, (E) the work relating to such requisition has been performed in accordance with this Agreement, (F) the balance of the Restoration Funds held by the Depositary will be sufficient upon completion of the Restoration to pay for the same in full, and stating in reasonable detail an estimate of the cost of such completion and (G) in the case of the final payment to the Concessionaire, the Restoration has been completed in accordance with this Agreement.

(e) *Payment and Performance Bonds.* If the Concessionaire obtains payment or performance bonds related to a Restoration (which the Concessionaire may or may not obtain in its sole discretion), the Concessionaire shall name the Government Parties and the Concessionaire and the Leasehold Mortgagee, as their interests may appear, as additional obligees, and shall deliver copies of any such bonds to the Government Parties promptly upon obtaining them. The claims of any such additional obligee with respect to such payment or performance bonds shall rank *pari passu* in priority of payment with the claims of all other additional obligees.

(f) *Benefit of Government Parties.* The requirements of this Section 13.3 are for the benefit only of the Authority and the City, and no Contractor or other Person shall have or acquire any claim against the Authority or the City as a result of any failure of the City or the Authority actually to undertake or complete any Restoration as provided in this Section 13.3 or to obtain the evidence, certifications and other documentation provided for herein.



(g) *Investment of Restoration Funds.* Restoration Funds deposited with a Depository shall be invested and reinvested in Eligible Investments at the direction of the Concessionaire, and all interest earned on such investments shall be added to the Restoration Funds.

(h) *Rights of Leasehold Mortgagee.* The Parties acknowledge and agree that any Restoration Funds not applied to a Restoration as provided in this Section 13.3 shall be subject to the lien or liens of any Leasehold Mortgage.

## ARTICLE 14 ADVERSE ACTIONS

### **Section 14.1. Adverse Action.**

(a) An “Adverse Action” shall occur if the City, the Authority, the County of Allegheny or the Commonwealth of Pennsylvania (including any agency of the Commonwealth of Pennsylvania) takes any action or actions at any time during the Term (including enacting any Law) and the effect of such action or actions, individually or in the aggregate, is reasonably expected (i) to be principally borne by the Concessionaire and (ii) to have a material adverse effect on the fair market value of the Concessionaire Interest (whether as a result of decreased revenues, increased expenses or both), except where such action is in response to any act or omission on the part of the Concessionaire that is illegal (other than an act or omission rendered illegal by virtue of the Adverse Action) or such action is otherwise permitted under this Agreement; *provided, however*, that none of the following shall be an Adverse Action: (A) the development, redevelopment, construction, maintenance, modification or change in the operation of any existing or new parking facility or mode of parking (including a Competing Parking Action) or of transportation (including a road, street or highway) or any park or recreation (including harbor, marina, athletic field or any existing or new stadium) facility whether or not it results in the reduction of Parking Fee Revenues or Other Concession Revenues or in the number of vehicles using the Parking Facilities System; *provided* that a Competing Parking Action shall constitute a Compensation Event with respect to which Concession Compensation shall be payable upon the occurrence thereof, (B) the imposition of a Tax of general application or an increase in Taxes of general application, including parking Taxes of general application imposed on customers or operators of parking facilities, (C) requirements generally applicable to public garage or public parking lot owners and operators.

(b) If an Adverse Action by the City or the Authority occurs, the Concessionaire shall have the right to (i) be paid by the Authority the Concession Compensation with respect thereto (such Concession Compensation, the “AA-Compensation”) or (ii) terminate this Agreement and be paid by the Authority the Parking Facilities System Concession Value. If an Adverse Action by the County of Allegheny or the Commonwealth of Pennsylvania (including any agency of the Commonwealth of Pennsylvania) occurs, the Concessionaire shall have the right to AA-Compensation, which AA-Compensation may be provided, in the form of an extension of

the Term to the extent permitted by Law and to the extent that any extension of the Term provides the full amount of AA-Compensation; *provided*, however, that to the extent that an extension of the Term is not permitted by Law or is inadequate to provide the AA-Compensation, the Concessionaire shall have the right to be paid such AA-Compensation by the Authority in cash. The Concessionaire shall elect its remedy by giving notice in the manner described in Section 14.1(c).

(c) If an Adverse Action occurs, the Concessionaire shall give notice (the “AA-Preliminary Notice”) to the Authority within 30 days following the date on which the Concessionaire first became aware of the Adverse Action stating an Adverse Action has occurred. Within 180 days following the date of delivery of the AA-Preliminary Notice, the Concessionaire shall give the Authority another notice (the “AA-Notice”) setting forth (i) details of the effect of said occurrence that is principally borne by the Concessionaire, (ii) details of the material adverse effect of the said occurrence on the fair market value of the Concessionaire Interest, (iii) a statement as to which right in Section 14.1(b) the Concessionaire elects to exercise, and (iv) if the Concessionaire elects to exercise the right to Concession Compensation under Section 14.1(b), the amount claimed as AA-Compensation and details of the calculation thereof. The Authority shall, after receipt of the AA-Notice, be entitled by notice to require the Concessionaire to provide such further supporting particulars as the Authority may reasonably consider necessary. If the Authority wishes to dispute the occurrence of an Adverse Action or the amount of AA-Compensation, if any, claimed in the AA-Notice, the Authority shall give notice of dispute (the “AA-Dispute Notice”) to the Concessionaire within 30 days following the date of receipt of the AA-Notice stating in reasonable detail the grounds for such dispute. If neither the AA-Notice nor the AA-Dispute Notice has been withdrawn within 30 days following the date of receipt of the AA-Dispute Notice by the Concessionaire, the matter shall be submitted to the dispute resolution procedure in Article 19.

(d) If the Concessionaire has elected to exercise its right to AA-Compensation, the Authority shall pay the amount of Concession Compensation claimed to the Concessionaire within 60 days following the date of receipt of the AA-Notice, or if a AA-Dispute Notice has been given, then not later than 60 days following the date of determination of the AA-Compensation (together with interest at the Bank Rate from the date of receipt of the AA-Dispute Notice to the date on which payment is made), *provided* that, subject to the right of the Concessionaire to receive interest at the Bank Rate on the payment owed by the Authority from the date of receipt of the AA-Dispute Notice to the date on which payment is made, the Authority may defer any such payment for an additional 120 days if the Authority determines, in its reasonable discretion, that such additional period is necessary in order to obtain financing or otherwise to obtain the necessary funds to make such a payment.

#### **Section 14.2. Termination.**

(a) If the Concessionaire has elected to exercise its right to terminate this Agreement in connection with an Adverse Action, pursuant to Section 14.1, this Agreement, subject to Section 14.2(c) and Section 14.3, shall terminate 60 days following the date of receipt of the AA-Notice, by the Authority, and the Authority shall pay an

amount equal to the aggregate of (i) the Parking Facilities System Concession Value as of the date of termination (which shall be determined as if no Adverse Action has occurred), plus (ii) without duplication, the reasonable out-of-pocket and documented costs and expenses incurred by the Concessionaire as a result of such termination including any withdrawal liability to the Teamsters Pension Fund up to the amount of the withdrawal liability as of the December 31<sup>st</sup> next following the Closing Date, plus (iii) the Concession Compensation calculated for the period between the date of the Adverse Action and the date of termination, less (iv) any insurance or condemnation proceeds received by the Concessionaire in respect of all or any portion of the Parking Facilities System as a result of such Adverse Action (collectively, the “Termination Damages”) to the Concessionaire on the Reversion Date or, if the Termination Damages are determined on a date subsequent to the Reversion Date, then not later than 60 days following the date of determination of the Termination Damages (together with interest at the Bank Rate from the Reversion Date to the date on which payment is made), *provided that*, subject to the right of the Concessionaire to receive interest at the Bank Rate on the payment owed by the Authority from the date of receipt of the AA-Dispute Notice to the date on which payment is made, the Authority may defer any such payment for an additional 120 days if the Authority reasonably determines that such additional period is necessary in order to obtain financing to make such a payment; *provided, however*, that any amounts received by the Concessionaire or any Leasehold Mortgagee from any insurance policies payable as a result of damage or destruction to the Parking Facilities System that has not been remedied prior to the Reversion Date, shall, to the extent not used to remedy such effects, be deducted from the amount payable by the Authority to the Concessionaire, so long as the Government Parties has not received any such amounts pursuant to Section 13.3(b).

(b) Any dispute arising out of the determination of the Termination Damages shall be submitted to the dispute resolution procedure in Article 19.

(c) This Agreement shall not terminate pursuant to Section 14.2(a) unless the Concessionaire has first obtained and delivered to the Authority the written consent of the Leasehold Mortgagee to such termination.

(d) Payment of the entire sum of Termination Damages or the AA-Compensation, as the case may be, by the Authority to the Concessionaire, shall constitute full and final satisfaction of all amounts that may be claimed by the Concessionaire for and in respect of the occurrence of the Adverse Action, and, upon such payment, the Authority shall be released and forever discharged by the Concessionaire from any and all liability in respect of such Adverse Action.

**Section 14.3. Right of Authority to Remedy an Adverse Action.** If the Authority wishes to remedy the occurrence of an Adverse Action, the Authority shall give notice thereof to the Concessionaire within 30 days following the date of receipt of the AA-Notice. If the Authority gives such notice it must remedy the Adverse Action within 180 days following the date of receipt of the AA-Notice, or, if a AA-Dispute Notice, has been given, within 180 days following the final award pursuant to Article 19 to the effect that an Adverse Action occurred. If the Authority elects to remedy the occurrence of an Adverse Action within the applicable period of time, the right of the

Concessionaire shall be limited to a claim for AA-Compensation with respect to such Adverse Action.

**Section 14.4. Other Actions by Governmental Authorities.** In the event that any Governmental Authority (other than the City or the Authority) proposes to take any action at any time during the Term (including or enacting any Law) and the effect of such action is reasonably expected (i) to be principally borne by the Concessionaire and not by others and (ii) to have a material adverse effect on the fair market value of the Concessionaire Interest, except where such action is in response to any act or omission on the part of the Concessionaire that is illegal (other than an act or omission rendered illegal by virtue of an Adverse Action or such action by any such other Governmental Authority), then at the request of the Concessionaire the Government Parties shall use their reasonable efforts to oppose and challenge such action by any such other Governmental Authority; *provided, however*, that all reasonable out-of-pocket costs and expenses incurred by the Government Parties in connection with such opposition or challenge shall be borne by the Concessionaire.

## ARTICLE 15 DELAY EVENTS AND CONCESSION COMPENSATION

### **Section 15.1. Delay Events.**

(a) If the Concessionaire is affected by a Delay Event, it shall give notice within 10 Business Days following the date on which it first became aware of such Delay Event to the Government Parties (*provided* that in the case of such Delay Event being a continuing cause of delay, only one notice shall be necessary), which notice shall include (i) a statement of which Delay Event the claim is based upon, (ii) details of the circumstances from which the delay arises and (iii) an estimate of the delay in the performance of obligations under this Agreement attributable to such Delay Event and information in support thereof, if known at that time. The Government Parties shall, after receipt of any such notice, be entitled by notice to require the Concessionaire to provide such further supporting particulars as the Government Parties may reasonably consider necessary.

(b) The Concessionaire shall notify the Government Parties within 10 Business Days following the date on which it first became aware that a Delay Event has ceased.

(c) Subject to the Concessionaire giving the notice required in Section 15.1(a), a Delay Event shall excuse the Concessionaire from whatever performance is prevented by the Delay Event referred to in such notice for such appropriate number of days as the Parties determine, each acting reasonably. If the Parties cannot agree upon the period of extension, then each Party shall be entitled to refer the matter to the dispute resolution procedure in Article 19. This Section 15.1(c) shall not excuse the Concessionaire from the performance and observance under this Agreement of all obligations and covenants not affected by the Delay Event.

Notwithstanding the occurrence of a Delay Event, the Concessionaire shall continue its performance and observance under this Agreement of all of its obligations and covenants to the extent that it is reasonably able to do so and shall use its reasonable efforts to minimize the effect and duration of the Delay Event. Nothing herein shall permit or excuse noncompliance with a change to applicable Laws.

(d) If a Delay Event occurs that has the effect of causing physical damage or destruction to the Parking Facilities System that results in the Parking Facilities System being substantially unavailable for Parking Facilities Purposes and such effect continues for a period in excess of 120 days and has a material adverse effect on the fair market value of the Concessionaire Interest, and insurance policies payable (or that should have been payable but for the breach of an obligation to take out and maintain such insurance policy by the Concessionaire) or condemnation or other similar proceeds are insufficient to restore the Concessionaire to the same economic position as it would have been in the absence of such event, then, notwithstanding Section 2.1, the Concessionaire shall have the right to extend the Term for a period that would be sufficient so to compensate the Concessionaire and to restore it to the same economic position as it would have been in had such Delay Event not occurred (a “Delay Event Remedy”), which time period shall not exceed the length of time during which the Parking Facilities System was substantially unavailable for Parking Facilities Purposes.

(e) If the Concessionaire elects to exercise the right to the Delay Event Remedy, the Concessionaire shall give notice (“Delay Event Notice”) to the Government Parties within 30 days following the date on which the Concessionaire first became aware of its right to the Delay Event Remedy occurring setting forth (i) the details of the Delay Event and its effect on either causing physical damage or destruction to the Parking Facilities System that results in the Parking Facilities System being substantially unavailable for Parking Facilities Purposes or suspending parking fee collection at the Parking Facilities System, (ii) the amount claimed as compensation to restore the Concessionaire to the same economic position as it would have been in had such Delay Event not occurred (including the details of the calculation thereof) and (iii) the details of the relationship between such compensation and the Delay Event Remedy that it proposes. The Government Parties shall, after receipt of the Delay Event Notice, be entitled by notice to require the Concessionaire to provide such further supporting particulars as the Government Parties may reasonably consider necessary. If a Government Party wishes to dispute the occurrence of a Delay Event or the Delay Event Remedy claimed in the Delay Event Notice, the City shall give notice of dispute (the “Delay Event Dispute Notice”) to the Concessionaire within 30 days following the date of receipt of the Delay Event Notice stating the grounds for such dispute, and if neither the Delay Event Notice nor the Delay Event Dispute Notice has been withdrawn within 30 days following the date of receipt of the Delay Event Dispute Notice by the Concessionaire, the matter shall be submitted to the dispute resolution procedure in Article 19.

**Section 15.2. Relationship to Compensation Event.** Section 15.1 shall not prevent the Concessionaire from receiving Concession Compensation for any Delay Event that constitutes a Compensation Event pursuant to the terms of this Agreement.

For the avoidance of doubt, a Competing Parking Action shall not constitute a Delay Event.

### Section 15.3. Payment of Concession Compensation.

(a) Except as provided elsewhere in this Agreement, if a Compensation Event occurs, the Concessionaire shall give notice (the “CE-Preliminary Notice”) to the Government Parties within 60 days following the date on which the Concessionaire first became aware of the Compensation Event stating that a Compensation Event has occurred. Within 30 days following the date of delivery of the CE-Preliminary Notice, the Concessionaire shall give the Government Parties another notice (the “CE-Notice”) setting forth (i) details of the Compensation Event, including an explanation of the reasons that the event constitutes a Compensation Event under the terms of this Agreement and (ii) the amount claimed as Concession Compensation and details of the calculation thereof in accordance with the calculation methodology set forth in the definition of “Concession Compensation”; *provided*, that the failure by the Concessionaire to timely deliver the CE-Preliminary Notice or the CE-Notice shall not limit its remedies hereunder or otherwise reduce the amount of the Concession Compensation.

(b) Except as provided elsewhere in this Agreement, all Concession Compensation due to the Concessionaire shall be due and payable by the Authority within 60 days of the CE-Notice.

(c) If a Government Party wishes to dispute the occurrence of a Compensation Event or the amount of Concession Compensation claimed in the CE-Notice issued by the Concessionaire in accordance with Section 15.3(a), then the Government Parties shall give notice of dispute (the “CE-Dispute Notice”) to the Concessionaire within 30 days following the date of receipt of the CE-Notice stating the grounds for such dispute. If the CE-Dispute Notice has not been withdrawn within 30 days following the date of receipt of the CE-Dispute Notice by the Concessionaire, the matter shall be submitted to the dispute resolution procedure set forth in Article 19. Notwithstanding the foregoing, the Authority shall pay to the Concessionaire any undisputed portion of the Concession Compensation in accordance with the terms of this Agreement during the pendency of any dispute regarding a disputed portion of the Concession Compensation.

## ARTICLE 16 DEFAULTS; LETTERS OF CREDIT

### **Section 16.1. Default by the Concessionaire.**

(a) *Events of Default.* The occurrence of any one or more of the following events during the Term shall constitute a “Concessionaire Default” under this Agreement:

(i) if the Concessionaire fails to comply with, perform or observe any material obligation, covenant, agreement, term or condition in this Agreement, and such

failure continues unremedied for a period of 90 days following notice thereof (giving particulars of the failure in reasonable detail) from a Government Party to the Concessionaire or for such longer period as may be reasonably necessary to cure such failure, *provided*, in the latter case, that the Concessionaire has demonstrated to the satisfaction of the Government Parties, acting reasonably, that (A) it is proceeding, and will proceed, with all due diligence to cure or cause to be cured such failure, (B) its actions can be reasonably expected to cure or cause to be cured such failure within a reasonable period of time acceptable to the Government Parties, acting reasonably and (C) such failure is in fact cured within such period of time;

(ii) if this Agreement or all or any portion of the Concessionaire Interest is Transferred in contravention of Article 17 and such failure continues unremedied for a period of 10 Business Days following notice thereof from a Government Party to the Concessionaire;

(iii) if the Concessionaire fails to comply with the requirements or directives of a final award in a matter submitted to dispute resolution in accordance with Article 19, and such failure continues unremedied for a period of 30 days following notice thereof from a Government Party to the Concessionaire, or for such longer period as may be reasonably necessary to cure such failure, *provided*, in the latter case, that the Concessionaire has demonstrated to the satisfaction of the Government Parties, acting reasonably, that (A) it is proceeding, and will proceed, with all due diligence to cure or cause to be cured such failure, (B) its actions can be reasonably expected to cure or cause to be cured such failure within a reasonable period of time acceptable to the Government Parties, acting reasonably and (C) such failure is in fact cured within such period of time;

(iv) if the Concessionaire (A) admits, in writing, that it is unable to pay its debts as such become due, (B) makes an assignment for the benefit of creditors, (C) files a voluntary petition under Title 11 of the United States Bankruptcy Code, or if such petition is filed against it and an order for relief is entered, or if the Concessionaire files any petition or answer seeking, consenting to or acquiescing in any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under the present or any future United States bankruptcy code or any other present or future applicable Law, or shall seek or consent to or acquiesce in or suffer the appointment of any trustee, receiver, custodian, assignee, sequestrator, liquidator or other similar official of the Concessionaire or of all or any substantial part of its properties or of the Parking Facilities System or any interest therein, or (D) takes any corporate action in furtherance of any action described in this Section 16.1(a)(iv);

(v) if within 90 days after the commencement of any proceeding against the Concessionaire seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under the present or any future United States bankruptcy code or any other present or future applicable Law, such proceeding has not been dismissed, or if, within 90 days after the appointment, without the consent or acquiescence of the Concessionaire, of any trustee, receiver, custodian, assignee, sequestrator, liquidator or other similar official of the Concessionaire or of all or any substantial part of its properties or of the Parking Facilities System or any interest therein, such appointment has not been vacated or stayed on appeal or otherwise, or if,

within 90 days after the expiration of any such stay, such appointment has not been vacated;

(vi) if a levy under execution or attachment has been made against all or any part of the Parking Facilities System or any interest therein as a result of any Encumbrance (other than a Permitted Concessionaire Encumbrance) created, incurred, assumed or suffered to exist by the Concessionaire or any Person claiming through it, and such execution or attachment has not been vacated, removed or stayed by court order, bonding or otherwise within 60 days after the Concessionaire becomes aware of such levy, unless such levy resulted from actions or omissions of a Government Party or its Representatives;

(vii) the failure by the Concessionaire or the Operator to pay when due all taxes, fees or other monetary obligations payable to the City or the Authority with respect to the Parking Facilities System or Parking Facilities Services, which failure shall continue (i) in the case of the Concessionaire for thirty (30) days, or (ii) in the case of the Operator for sixty (60) days, after written notice thereof from a Government Party to the Concessionaire;

(viii) if the Concessionaire repudiates in writing any of its material obligations under this Agreement; or

(ix) if a Concessionaire Default (as such term is defined in the Meters Agreement) shall have occurred and be continuing.

(b) *Remedies of the Government Parties Upon Concessionaire Default.* Upon the occurrence of a Concessionaire Default, a Government Party may, by notice to the Concessionaire with a copy to the Leasehold Mortgagee in accordance with the terms hereof and to the other Government Party, declare the Concessionaire to be in default and may, subject to the provisions of Articles 18 and 19, do any or all of the following as the Government Party, in its discretion, shall determine:

(i) the Government Parties (acting jointly) may terminate this Agreement by giving 60 days' prior notice to the Concessionaire upon the occurrence of (A) a Concessionaire Default that consists of a failure to comply with, perform or observe any Operating Standard if such Concessionaire Default creates a material danger to the safety of Parking Facilities System Operations or a material impairment to the Parking Facilities System or to the continuing use of the Parking Facilities System for Parking Facilities Purposes and the public purpose requirements of Section 3.18 or (B) any other Concessionaire Default; *provided, however*, that the Concessionaire shall be entitled to cure a Concessionaire Default pursuant to Section 16.1(a)(i) by (i) agreeing within such 60-day period to pay any Losses sustained as a result of such Concessionaire Default or (ii) providing the Government Parties with a written work plan within such 60-day period outlining the actions by which the Concessionaire will ensure future compliance with either (x) the obligation, covenant, agreement, term or condition in this Agreement or (y) the requirements or directives of the issued final award in accordance with Article 19 that the Concessionaire failed to perform or observe, which work plan is Approved by the Government Parties, but any failure of the Concessionaire to comply in any material



respect with such Approved work plan following 45 days' notice of such failure from the Government Parties to the Concessionaire shall be deemed to be a Concessionaire Default described in Section 16.1(a)(i) and the entitlement of the Concessionaire to cure such Concessionaire Default by the delivery of an Approved work plan shall not apply thereto;

(ii) if the Concessionaire Default is by reason of the failure to pay any monies to another Person, the Government Party may (without obligation to do so) make payment on behalf of the Concessionaire of such monies, and any amount so paid by the Government Party shall be payable by the Concessionaire to the Government Party within five Business Days after demand therefor;

(iii) subject to the cure rights of the Leasehold Mortgagee set forth in Section 18.3, a Government Party may cure the Concessionaire Default (but this shall not obligate a Government Party to cure or attempt to cure a Concessionaire Default or, after having commenced to cure or attempted to cure a Concessionaire Default, to continue to do so), and all costs and expenses reasonably incurred by a Government Party in curing or attempting to cure the Concessionaire Default, shall be payable by the Concessionaire to the Government Party within five Business Days after written demand therefor; *provided, however*, that (A) the Government Party shall not incur any liability to the Concessionaire for any act or omission of the either Government Party or any other Person in the course of remedying or attempting to remedy any Concessionaire Default and (B) the Government Party's cure of any Concessionaire Default shall not affect the Government Party's rights against the Concessionaire by reason of the Concessionaire Default;

(iv) the Government Parties may seek specific performance, injunction or other equitable remedies, it being acknowledged that damages are an inadequate remedy for a Concessionaire Default;

(v) the Government Parties may seek to recover their Losses arising from such Concessionaire Default and any amounts due and payable under this Agreement and, in connection therewith, exercise any recourse available to any Person who is owed damages or a debt;

(vi) with respect to those Concessionaire Defaults that entitle the Government Parties to terminate this Agreement pursuant to Section 16.1(b)(i), the Government Parties may terminate the Concessionaire's right of possession of the Parking Facilities System, and in such event, the Government Parties or the Government Parties' agents and servants may immediately or at any time thereafter re-enter the Parking Facilities System and remove all Persons and all or any property therefrom, by any available action under law or proceeding at law or in equity, and with or without terminating this Agreement, and repossess and enjoy the Parking Facilities System; *provided, however*, that no reentry by a Government Party shall be construed as an election on its part to terminate this Agreement unless a notice of such intention is given to the Concessionaire; *provided further* that any re-entry or termination of this Agreement made in accordance with this Agreement as against the Concessionaire shall be valid and effective against the Concessionaire even though made subject to the rights of a

Leasehold Mortgagee to cure any default of the Concessionaire and continue as in the place of the Concessionaire under this Agreement or a new concession and lease agreement as provided herein;

(vii) the Government Parties may, subject to applicable Law, distrain against any of the Concessionaire's goods situated on the Parking Facilities System and the Concessionaire waives any statutory protections and exemptions in connection therewith;

(viii) subject to the cure rights of the Leasehold Mortgagee set forth in Section 18.3, the Government Parties may close any and all portions of the Parking Facilities System; and

(ix) a Government Party may exercise any of its other rights and remedies provided for hereunder or at law or equity.

### **Section 16.2. Defaults by the Government Parties.**

(a) *Authority Events of Default.* The occurrence of any one or more of the following events during the Term shall constitute an "Authority Default" under this Agreement:

(i) if the Authority fails to comply with or observe any material obligation, covenant, agreement, term or condition in this Agreement (other than an Adverse Action) and such failure continues unremedied for a period of 90 days following notice thereof (giving particulars of the failure in reasonable detail) from the Concessionaire to the Authority or for such longer period as may be reasonably necessary to cure such failure, *provided*, in the latter case, that the Authority has demonstrated to the satisfaction of the Concessionaire, acting reasonably, that (A) it is proceeding with all due diligence to cure or cause to be cured such failure, and (B) its actions can be reasonably expected to cure or cause to be cured such failure within a reasonable period of time acceptable to the Concessionaire, acting reasonably and (C) such failure is in fact cured within such period of time;

(ii) if the Authority fails to comply with the requirements or directives of a final award in a matter submitted to dispute resolution in accordance with Article 19 and such default continues unremedied for a period of 30 days following notice thereof from the Concessionaire to the Authority, or for such longer period as may be reasonably necessary to cure such failure, *provided*, in the latter case, that the Authority has demonstrated to the satisfaction of the Concessionaire, acting reasonably, that (A) it is proceeding, and will proceed, with all due diligence to cure or cause to be cured such failure, (B) its actions can be reasonably expected to cure or cause to be cured such failure within a reasonable period of time acceptable to the Concessionaire, acting reasonably and (C) such failure is in fact cured within such period of time;

(iii) if a levy under execution or attachment has been made against all or any part of the Parking Facilities System or the Concessionaire Interest as a result of any Encumbrance (other than a Permitted Authority Encumbrance) created, incurred,

assumed or suffered to exist by the Authority or any Person claiming through it, and such execution or attachment has not been vacated, removed or stayed by court order, bonding or otherwise within a period of 60 days, unless such levy resulted from actions or omissions of the Concessionaire or its Representatives or if all or a material part of the Parking Facilities System shall be subject to a condemnation or similar taking by the Authority, the City or any agency of the City; or

(iv) if the Authority (A) admits, in writing, that it is unable to pay its debts as such become due, (B) makes an assignment for the benefit of creditors, (C) files a voluntary petition under Title 9 of the United States Bankruptcy Code, or if such petition is filed against it and an order for relief is entered, or if the Authority files any petition or answer seeking, consenting to or acquiescing in any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under the present or any future United States bankruptcy code or any other present or future applicable Law, or shall seek or consent to or acquiesce in or suffer the appointment of any trustee, receiver, custodian, assignee, sequestrator, liquidator or other similar official of the Authority, or of all or any substantial part of its properties (in each case, to the extent applicable to a political subdivision), or (D) takes any action in furtherance of any action described in this Section 16.2(a)(iv); or if within 90 days after the commencement of any proceeding against the Authority seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under the present or any future United States bankruptcy code or any other present or future applicable Law, such proceeding has not been dismissed, or if, within 90 days after the appointment, without the consent or acquiescence of the Authority, of any trustee, receiver, custodian, assignee, sequestrator, liquidator or other similar official of the Authority or of all or any substantial part of its properties (in each case, to the extent applicable to a political subdivision), such appointment has not been vacated or stayed on appeal or otherwise, or if, within 90 days after the expiration of any such stay, such appointment has not been vacated;

(v) if the Authority repudiates in writing any of its material obligations under the Agreement;

(vi) if an “Authority Default” (as defined in the Meters Agreement) shall have occurred and be continuing; or

(vii) if (A) a court of competent jurisdiction enters a final and unappealable judgment order against the Authority in any action, suit or proceeding brought against the Authority, which action, suit or proceeding was not brought by or supported in any way by the Concessionaire, any Operator, any Representative, any Leasehold Mortgagee or any other Person acting on behalf of any of the foregoing or any other Person having an pecuniary interest in this Agreement, and (B) as a result of such final and unappealable judgment order (i) it becomes unlawful for the Authority to comply with or observe any material obligation, covenant, agreement, term or condition in this Agreement or (ii) any material obligation, covenant, agreement, term or condition of the Authority under this Agreement becomes unenforceable against the Authority; and (C) the Parties, acting in good faith and within a reasonable time, are unable to reform this Agreement to conform to the requirements of such judgment order; *provided* that the

entry of such judgment order shall not constitute an Authority Default if, within 270 days following the entry of such judgment order, (i) a Law is enacted that validates or confirms the lawful authority of the Authority, or grants to the Authority the lawful authority, to perform its contractual obligations under this Agreement notwithstanding such judgment order or otherwise remedies the Authority Default and (ii) the Authority reimburses the Concessionaire for any unreimbursed Losses attributable to such judgment order and accrued during the period from the date of entry of such judgment order to the date of enactment of such Law.

(b) *City Events of Default.* The occurrence of any one or more of the following events during the Term shall constitute a “City Default” under this Agreement:

(i) if the City fails to comply with or observe any material obligation, covenant, agreement, term or condition in this Agreement (other than an Adverse Action) and such failure continues unremedied for a period of 90 days following notice thereof (giving particulars of the failure in reasonable detail) from the Concessionaire to the City or for such longer period as may be reasonably necessary to cure such failure, *provided*, in the latter case, that the City has demonstrated to the satisfaction of the Concessionaire, acting reasonably, that (A) it is proceeding with all due diligence to cure or cause to be cured such failure, and (B) its actions can be reasonably expected to cure or cause to be cured such failure within a reasonable period of time acceptable to the Concessionaire, acting reasonably and (C) such failure is in fact cured within such period of time;

(ii) if the City fails to comply with the requirements or directives of a final award in a matter submitted to dispute resolution in accordance with Article 19 and such default continues unremedied for a period of 30 days following notice thereof from the Concessionaire to the City, or for such longer period as may be reasonably necessary to cure such failure, *provided*, in the latter case, that the City has demonstrated to the satisfaction of the Concessionaire, acting reasonably, that (A) it is proceeding, and will proceed, with all due diligence to cure or cause to be cured such failure, (B) its actions can be reasonably expected to cure or cause to be cured such failure within a reasonable period of time acceptable to the Concessionaire, acting reasonably and (C) such failure is in fact cured within such period of time;

(iii) if a levy under execution or attachment has been made against all or any part of the Parking Facilities System or the Concessionaire Interest as a result of any Encumbrance (other than a Permitted Authority Encumbrance) created, incurred, assumed or suffered to exist by the City or any Person claiming through it, and such execution or attachment has not been vacated, removed or stayed by court order, bonding or otherwise within a period of 60 days, unless such levy resulted from actions or omissions of the Concessionaire or its Representatives or if all or a material part of the Parking Facilities System shall be subject to a condemnation or similar taking by the Authority, the City or any agency of the City;

(iv) if the City (A) admits, in writing, that it is unable to pay its debts as such become due, (B) makes an assignment for the benefit of creditors, (C) files a voluntary petition under Title 9 of the United States Bankruptcy Code, or if such petition is filed against it and an order for relief is entered, or if the City files any petition or

answer seeking, consenting to or acquiescing in any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under the present or any future United States bankruptcy code or any other present or future applicable Law, or shall seek or consent to or acquiesce in or suffer the appointment of any trustee, receiver, custodian, assignee, sequestrator, liquidator or other similar official of the City, or of all or any substantial part of its properties (in each case, to the extent applicable to a municipality), or (D) takes any action in furtherance of any action described in this Section 16.2(b)(iv); or if within 90 days after the commencement of any proceeding against the City seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under the present or any future United States bankruptcy code or any other present or future applicable Law, such proceeding has not been dismissed, or if, within 90 days after the appointment, without the consent or acquiescence of the City, of any trustee, receiver, custodian, assignee, sequestrator, liquidator or other similar official of the City or of all or any substantial part of its properties (in each case, to the extent applicable to a municipality), such appointment has not been vacated or stayed on appeal or otherwise, or if, within 90 days after the expiration of any such stay, such appointment has not been vacated;

(v) if the City repudiates in writing any of its material obligations under this Agreement; or

(vi) if a “City Default” (as defined in the Meters Agreement) shall have occurred and be continuing; or

(vii) if (A) a court of competent jurisdiction enters a final and unappealable judgment order against the City in any action, suit or proceeding brought against the City, which action, suit or proceeding was not brought by or supported in any way by the Concessionaire, any Operator, any Representative, any Leasehold Mortgagee or any other Person acting on behalf of any of the foregoing or any other Person having an pecuniary interest in this Agreement, and (B) as a result of such final and unappealable judgment order (i) it becomes unlawful for the City to comply with or observe any material obligation, covenant, agreement, term or condition in this Agreement or (ii) any material obligation, covenant, agreement, term or condition of the City under this Agreement becomes unenforceable against the City; and (C) the Parties, acting in good faith and within a reasonable time, are unable to reform this Agreement to conform to the requirements of such judgment order; *provided* that the entry of such judgment order shall not constitute a City Default if, within 270 days following the entry of such judgment order, (i) a Law is enacted that validates or confirms the lawful authority of the City, or grants to the City the lawful authority, to perform its contractual obligations under this Agreement notwithstanding such judgment order or otherwise remedies the City Default and (ii) the City reimburses the Concessionaire for any unreimbursed Losses attributable to such judgment order and accrued during the period from the date of entry of such judgment order to the date of enactment of such Law;

(c) *Remedies of Concessionaire Upon Authority Default.* Upon the occurrence of an Authority Default, the Concessionaire may by notice to the Authority and the City declare the Authority to be in default and may, subject to the provisions of

Article 19, do any or all of the following as the Concessionaire, in its discretion, shall determine:

(i) the Concessionaire may terminate this Agreement by giving 60 days' prior notice to the Authority and the City; *provided, however*, that the Authority shall be entitled to cure an Authority Default pursuant to Section 16.2(a)(i) by (A) agreeing within such 60-day period to pay any Losses sustained as a result of such Authority Default or (B) providing the Concessionaire with a written work plan within such 60-day period outlining the actions by which the Authority will ensure future compliance with either (x) the obligation, covenant, agreement, term or condition in this Agreement or (y) the requirements or directives of the issued final award in accordance with Article 19 that the Authority failed to perform or observe, which work plan is approved by the Concessionaire (which approval shall not be unreasonably withheld, delayed or conditioned), but any failure of the Authority to comply in any material respect with such approved work plan following 60 days' notice of such failure from the Concessionaire to the Authority and the City shall be deemed to be an Authority Default described in Section 16.2(a)(i) and the entitlement of the Authority to cure such Authority Default by the delivery of an approved work plan shall not apply thereto; and upon such termination the Authority shall be obligated to pay to the Concessionaire the Parking Facilities System Concession Value plus, without duplication, the reasonable out-of-pocket and documented costs and expenses incurred by the Concessionaire as a result of such termination;

(ii) the Concessionaire may seek specific performance, injunction or other equitable remedies, it being acknowledged that damages are an inadequate remedy for an Authority Default;

(iii) the Concessionaire may seek to recover its Losses caused by the Authority Default and any amounts due and payable under this Agreement and, in connection therewith, exercise any recourse available to any Person who is owed damages or a debt; and

(iv) the Concessionaire may exercise any other rights and remedies provided for hereunder or available at law or equity.

(d) *Remedies of Concessionaire Upon City Default.* Upon the occurrence of an City Default, the Concessionaire may by notice to the City and the City declare the City to be in default and may, subject to the provisions of Article 19, do any or all of the following as the Concessionaire, in its discretion, shall determine:

(i) the Concessionaire may terminate this Agreement by giving 60 days' prior notice to the Authority and the City; *provided, however*, that the City shall be entitled to cure a City Default pursuant to Section 16.2(b)(i) by (A) agreeing within such 60-day period to pay any Losses sustained as a result of such City Default or (B) providing the Concessionaire with a written work plan within such 60-day period outlining the actions by which the City will ensure future compliance with either (x) the obligation, covenant, agreement, term or condition in this Agreement or (y) the requirements or directives of the issued final award in accordance with Article 19 that the

City failed to perform or observe, which work plan is approved by the Concessionaire (which approval shall not be unreasonably withheld, delayed, or conditioned), but any failure of the City to comply in any material respect with such approved work plan following 60 days' notice of such failure from the Concessionaire to the Authority and the City shall be deemed to be a City Default described in Section 16.2(b)(i) and the entitlement of the City to cure such City Default by the delivery of an approved work plan shall not apply thereto; and upon such termination the City shall be obligated to pay to the Concessionaire the Parking Facilities System Concession Value plus, without duplication, the reasonable out-of-pocket and documented costs and expenses incurred by the Concessionaire as a result of such termination;

(ii) the Concessionaire may seek specific performance, injunction or other equitable remedies, it being acknowledged that damages are an inadequate remedy for an City Default;

(iii) the Concessionaire may seek to recover its Losses caused by the City Default and any amounts due and payable under this Agreement and, in connection therewith, exercise any recourse available to any Person who is owed damages or a debt; and

(iv) the Concessionaire may exercise any other rights and remedies provided for hereunder or available at law or equity.

(e) *Termination of the Authority.* Upon the termination of the Authority and the transfer of the property of the Authority to the City pursuant to Section 5514 of the Parking Authority Law or as otherwise provided by Law, each Authority Default under Section 16.2(a) shall without amendment of this Agreement constitute a City Default with the effect of granting to the Concessionaire all of the remedies against the City that were available against the Authority under Section 16.2(c) prior to the termination of the Authority.

### **Section 16.3. Letters of Credit.**

(a) The Concessionaire shall deliver to the Authority no later than the first day of the Lease Year that is five years prior to the final Lease Year of the Term, a Letter of Credit in the amount then to be calculated equal to the amount that the Engineering Firm reasonably determines is appropriate to cover all costs of capital improvements for the remainder of the Term as set forth in the Concessionaire's capital improvement program required pursuant to the Operating Standards.

(b) Such Letter of Credit shall be replaced on every anniversary of such Lease Year until the date that is two years after (i) the expiration of the Term and (ii) such time as there being no unresolved disputes with respect to the Concessionaire complying with, performing or observing any obligation, covenant, agreement, term or condition in this Agreement with a Replacement Letter of Credit in the amount of the undrawn balance of such Letter of Credit plus the amount of interest that would have been earned on such balance if invested for the next 12-month period at the Bank Rate. Subject to Approval, the required amount of any Letter of Credit with respect to a Lease Year (but only with

respect to such Lease Year) may be reduced from time to time (at intervals that may be shorter than one year) by the amount that the Engineering Firm reasonably determines is appropriate such that the amount of the Letter of Credit remains sufficient to cover all costs of capital improvements for the remainder of the Term in light of the condition of the Parking Facilities System (including the Engineering Firm's assessment of the present and future condition of the Parking Facilities System, and all costs and expenses of capital improvements to be performed in connection therewith, during the remaining years of the Term) and the Concessionaire's compliance with this Agreement in connection therewith. Upon the occurrence of a Concessionaire Default (or if there is a dispute as to the occurrence of a Concessionaire Default, upon the final decision of the arbitral panel pursuant to Article 19 that a Concessionaire Default has occurred), the Authority shall have the right (in addition to all other rights and remedies provided in this Agreement, but with the understanding that any other monetary damages that the Authority may recover will be reduced by the amount so drawn, and without the Authority's exercise of such right being deemed a waiver or a cure of the Concessionaire's failure to perform and whether or not this Agreement is thereby terminated), with three Business Days' prior notice to the Concessionaire, to draw against such Letter of Credit or any replacement thereof, upon presentation of a sight draft and a certificate confirming that the Authority has the right to draw under such Letter of Credit in the amount of such sight draft, up to the amount due to the Authority or the City with respect to such Concessionaire Default.

(c) The Concessionaire shall replace each Letter of Credit with a replacement Letter of Credit (the "Replacement Letter of Credit") at least 30 days prior to the expiry date of a Letter of Credit which is expiring. If the Concessionaire does not deliver to the Authority a Replacement Letter of Credit within such time period, the Authority shall have the right (in addition to all other rights and remedies provided in this Agreement and without the Authority's exercise of such right being deemed a waiver or a cure of the Concessionaire's failure to perform and whether or not this Agreement is thereby terminated) to immediately draw the full amount of the Letter of Credit upon presentation of a sight draft and a certificate confirming that the Authority has the right to draw under such Letter of Credit in the amount of such sight draft. After the Concessionaire delivers to the Authority a Replacement Letter of Credit complying with the provisions of this Agreement, the Authority shall deliver in accordance with the Concessionaire's reasonable instructions the Letter of Credit being replaced (except to the extent that at such time no sight draft under such Letter of Credit is outstanding and unpaid). Any Replacement Letter of Credit shall be upon the same terms and conditions as the Letter of Credit replaced and satisfy the requirements for a Letter of Credit, but in any event (i) the amount of each Replacement Letter of Credit, except as provided in Sections 16.3(a) and (b), shall equal or exceed the amount of the Letter of Credit being replaced at the time of replacement and (ii) the date of the Replacement Letter of Credit shall be its date of issuance. The expiry date of the Replacement Letter of Credit, as referred to in the opening paragraph of such Replacement Letter of Credit, shall be not earlier than one year later than the expiry date of the Letter of Credit being replaced.

(d) If this Agreement is terminated by the Authority prior to the expiration of the Term as a result of a Concessionaire Default, the Authority shall have the right (in



addition to all other rights and remedies provided in this Agreement and without the Authority's exercise of such right being deemed a waiver or a cure of the Concessionaire's failure to perform), with three Business Days' prior notice to the Concessionaire, to draw against any Letter of Credit, upon presentation of a sight draft and a certificate confirming that the Authority has the right to draw under such Letter of Credit in the amount of such sight draft, up to the amount due to the Authority pursuant to the terms of this Agreement.

(e) The Authority will accept the Letters of Credit to be delivered pursuant to this Section 16.3 (and pursuant to Section 2.3) as security for the Concessionaire's obligations under this Agreement, in place of a cash deposit in the same amount, with the understanding that the Letters of Credit are to be the functional equivalent of a cash deposit. The Concessionaire's sole remedy in connection with the improper presentment or payment of sight drafts drawn under the Letter of Credit shall be the right to obtain from the Authority a refund of the amount of any sight draft the proceeds of which were drawn inappropriately or misapplied and the reasonable costs incurred by the Concessionaire as a result of such inappropriate draw or misapplication; *provided, however*, that at the time of such refund, the Concessionaire increases the amount of the Letter of Credit to the amount (if any) then required under the applicable provisions of this Agreement. The Concessionaire acknowledges that the presentment of sight drafts drawn under the Letter of Credit could not under any circumstances cause the Concessionaire injury that could not be remedied by an award of money damages, and that the recovery of money damages would be an adequate remedy therefor. The Concessionaire shall not request or instruct the issuer of the Letter of Credit to refrain from paying any sight draft drawn under a Letter of Credit.

(f) If the Authority desires to assign its rights and obligations in accordance with Section 17.2 of this Agreement, the Concessionaire shall cooperate so that concurrently with the effectiveness of such assignment, either Replacement Letters of Credit as described in Section 16.3(c) for, or appropriate amendments to, the Letters of Credit then held by the Authority, in either case identifying as beneficiary the appropriate party after the assignment becomes effective, shall be delivered to the Authority, at no cost to the Concessionaire.

(g) The Concessionaire shall obtain and furnish all Letters of Credit and Replacement Letters of Credit at its sole cost and expense and shall pay all charges imposed in connection with the Authority's presentation of sight drafts and drawing against the Letters of Credit or Replacement Letters of Credit.

(h) In lieu of any Letter of Credit to be provided by the Concessionaire pursuant to the terms of this Section 16.3, the Concessionaire shall, at the Concessionaire's sole discretion, have the option to deposit with a Depository for the benefit of the Authority, as collateral security, cash or Eligible Investments in an amount equal to the amount of such Letter of Credit at the time of such deposit. Such Depository shall invest and reinvest such amounts in Eligible Investments at the direction of the Authority, *provided* that earnings thereon shall be paid to the Concessionaire not less frequently than quarterly. If, at any time during the Term, the Authority would have the right to draw any amount on a Letter of Credit for which the Concessionaire has

substituted cash or Eligible Investments pursuant to this Section 16.3(h), the Depository shall pay such amount to the Authority from such cash deposit or Eligible Investments in accordance with the terms of this Section 16.3 and all rights and remedies of the Authority and the Concessionaire with respect to such cash deposits or Eligible Investments, if any, shall be the same as those provided in this Section 16.3 with respect to any Letter of Credit; *provided, however*, that the certification that would have been provided by the Authority with the sight draft had cash or Eligible Investments not been so substituted shall be made to the Depository and delivered to the Depository together with the Authority's written demand for payment.

(i) If Letters of Credit shall not in the future be available at commercially reasonable terms and rates or shall not be a commercially reasonable form of security in similar transactions, the Concessionaire shall furnish the Authority with comparable security instruments or Eligible Investments that then are commonly used in similar transactions and which are Approved; and if no such comparable security instruments shall be available, the Concessionaire shall deposit with the Authority cash as security.

**Section 16.4. Consequences of Termination or Reversion.** Upon the termination of this Agreement, notwithstanding any claims the Parties may have against each other and subject to Section 16.2(b)(iii), Section 16.2(c)(iii), Section 16.2(d)(ii) and Article 18, the following provisions shall apply:

(a) the Concessionaire shall, without action whatsoever being necessary on the part of any Government Party, well and truly surrender and deliver to the Authority the Parking Facilities System (including all improvements to the Parking Facilities System), the Parking Facilities System Assets and all tangible and intangible personal property of the Concessionaire (including inventories) that is located on the Parking Facilities System and used in connection with the Parking Facilities System Operations (except in the case of a termination in the circumstance contemplated by Section 13.3(b)) in good order, condition and repair (reasonable wear and tear excepted), determined reasonably in accordance with the then applicable Operating Standards, free and clear of all Encumbrances other than (w) Permitted Concessionaire Encumbrances set forth in clause (iv), clause (viii) and clause (ix) as it pertains to clauses (iv) and (viii) of the definition of that term, (x) Permitted Authority Encumbrances, (y) those created by or suffered to exist or consented to by the Authority or any Person claiming through it, and (z) with respect to any property added to the Parking Facilities System after the Time of Closing, title defects affecting such property in existence on the date such property is added to the Parking Facilities System;

(b) the Concessionaire hereby waives any notice now or hereafter required by Law with respect to vacating the Parking Facilities System on the Reversion Date;

(c) to the extent not prohibited by law, the Concessionaire expressly waives all rights now or hereafter conferred by the Pennsylvania Landlord and Tenant Act of 1951, Act of April 6, 1951 (P.L. 69, No. 20) as amended, 68 P.S. § 250.101 *et seq.*, including, without limitation, any provision of such Act requiring notice to Concessionaire to vacate the Parking Facilities System at the end of the Term, and

Concessionaire covenants and agrees to give up quiet and peaceable possession, without further notice from the Authority or City;

(d) the Authority shall, as of the Reversion Date, assume full responsibility for the Parking Facilities System Operations, and as of such date, the Concessionaire shall have no liability or responsibility for Parking Facilities System Operations occurring after such date;

(e) the Concessionaire shall be liable for all costs, expenses and other amounts for which it is liable or responsible hereunder incurred up to but not including the Reversion Date, and the Authority shall be liable for all costs, expenses and amounts incurred in connection with the Parking Facilities System Operations on and after the Reversion Date;

(f) the Authority shall have the option by providing notice to the Concessionaire of requiring that the Concessionaire assign, without warranty or recourse to the Concessionaire, to the fullest extent permitted by Authorizations and applicable Law, all of its right, title and interest in, to and under (in each of the following cases, to the extent assignable) all or any of the Operating Agreements then in effect and all Authorizations to the Authority or its nominee for the remainder of their respective terms; *provided, however*, that if the Authority exercises such option, the right, title and interest of the Concessionaire in, to and under such Operating Agreements and Authorizations shall be assigned to the Authority or its nominee as of the Reversion Date and the Concessionaire shall surrender the Parking Facilities System to the Authority and shall cause all Persons claiming under or through the Concessionaire to do likewise, and the Authority shall assume in writing, pursuant to an assumption agreement satisfactory to the Concessionaire, the Concessionaire's obligations under the Operating Agreements that arise in respect of, or relate to, any period of time falling on and after the Reversion Date; *provided further* that if the Authority does not exercise such option, the Concessionaire shall, unless the Authority has granted to a Leasehold Mortgagee or its nominee a new concession agreement containing the same provisions as are contained in this Agreement, take such steps as are necessary to terminate the Operating Agreements to the extent permitted thereunder and in accordance with the terms thereof;

(g) all plans, drawings, specifications and models prepared in connection with construction at the Parking Facilities System and in the Concessionaire's possession and all "as-built" drawings shall become the sole and absolute property of the Authority, and the Concessionaire shall promptly deliver to the Authority all such plans, drawings, specifications and models and all such as-built drawings (but may keep copies of those plans, drawings, specifications and models that were developed by the Concessionaire or its Representatives);

(h) the Concessionaire, at its sole cost and expense, shall promptly deliver to the Authority copies of all records and other documents relating to the Parking Fee Revenues and Other Concession Revenues that are in the possession of the Concessionaire or its Representatives and all other then existing records and information relating to the Parking Facilities System as the Authority, acting reasonably, may request;

(i) the Concessionaire shall execute and deliver to the Authority a quitclaim deed in recordable form or other release or other instrument reasonably required by the Authority or its title insurer to evidence such expiration or termination;

(j) the Concessionaire shall assist the Authority in such manner as the Authority may require to ensure the orderly transition of control, operation, management, maintenance and rehabilitation of the Parking Facilities System, and shall, if appropriate and if requested by the Authority, take all steps as may be necessary to enforce the provisions of the Operating Agreements pertaining to the surrender of the Parking Facilities System;

(k) the Authority and the Concessionaire shall make appropriate adjustments, including adjustments relating to any Operating Agreements assigned to the Authority, fees and other similar charges collected on and after the Reversion Date that are incurred prior to the Reversion Date, and utilities, and any adjustments and payment therefor shall be made by the appropriate Party on the Reversion Date, but shall be subject to readjustment if necessary because of error in matters such as information, calculation, payments and omissions that are identified within the period of 180 days following the Reversion Date; *provided, however*, that the Authority and the Concessionaire acknowledge that certain adjustments or readjustments may have to be made when a third party provides to the Authority or the Concessionaire a final adjustment amount in respect of a matter, and for such matters the adjustment and readjustment date shall each be correspondingly extended; and

(l) if this Agreement is terminated as a result of an Adverse Action, the payment by the Authority to the Concessionaire of the amounts required under Article 14 or Article 19 shall constitute full and final settlement of any and all Claims the Concessionaire may have against the Government Parties for and in respect of the termination of this Agreement and upon such payment, the Concessionaire shall execute and deliver all such releases and discharges as the Government Parties may reasonably require to give effect to the foregoing.

(m) This Section 16.4 shall survive the expiration or any earlier termination of this Agreement.

**Section 16.5. Termination Other Than Pursuant to Agreement.** If this Agreement is terminated by the Authority or the City other than pursuant to Section 16.1 or is canceled, rescinded or voided during the Term for any reason over the objection and without action by the Concessionaire, any Leasehold Mortgagee and their respective Affiliates, the Authority shall pay to the Concessionaire the Parking Facilities System Concession Value as of the date of such termination, cancellation, rescinding or voiding, plus, without duplication, the reasonable out-of-pocket and documented costs and expenses incurred by the Concessionaire as a direct result of such termination, cancellation, rescinding or voiding including any withdrawal liability to the Teamsters Pension Fund up to the amount of withdrawal liability as of the December 31<sup>st</sup> next following the Closing Date. The Government Parties hereby acknowledge and agree that they may only terminate this Agreement in accordance with the express terms hereof and shall not, in any event, have the right to terminate this Agreement for convenience.

**Section 16.6. Cross Termination.** Upon satisfaction of the following conditions, the Concessionaire may elect to terminate this Agreement and be paid Termination Damages in accordance with Section 14.2(a): (i) the Meters Agreement has been (A) terminated pursuant to Section 14.2(a) of the Meters Agreement at the election of the Concessionaire pursuant to Section 14.1(b) or Section 14.3(e) of the Meters Agreement, (B) terminated at the election of the City or the Authority pursuant to Section 16.5 of the Meters Agreement or (C) canceled, rescinded or voided pursuant to Section 16.5 of the Meters Agreement or otherwise other than as a result of any action, inaction or status of the Concessionaire; (ii) as of the date that (A) the Concessionaire elected to terminate the Meters Agreement pursuant to Section 14.1(b) or Section 14.3(e) of the Meters Agreement, (B) the City or the Authority elected to terminate the Meters Agreement pursuant to Section 16.5 of the Meters Agreement or (C) the Meters Agreement was canceled, rescinded or voided as described in clause (i)(C) of this Section 16.6, there was outstanding debt constituting Leasehold Mortgage Debt or Collateral Assignment Debt (as defined in the Meters Agreement); and (iii) each Leasehold Mortgagee under this Agreement and each Collateral Assignee under the Meters Agreement has delivered to the City and the Authority its written consent to the termination of this Agreement at the election of the Concessionaire pursuant to this Section 16.6. This Section 16.6 is not a limitation on the remedies of the Government Parties under Section 14.4, Section 16.2(a)(vii) or Section 16.2(b)(vii) of the Meters Agreement.

## ARTICLE 17 RESTRICTIONS ON TRANSFERS

### **Section 17.1. Transfers by the Concessionaire.**

(a) The Concessionaire shall not Transfer, or otherwise permit the Transfer of, any or all of the Concessionaire Interest to or in favor of a Transferee, unless (i) the Authority has Approved (based upon a determination in accordance with Section 17.1(b)) such proposed Transferee (unless it is a Leasehold Mortgagee permitted under Article 18) and (ii) the proposed Transferee (unless it is a Leasehold Mortgagee permitted under Article 18) enters into an agreement with the Government Parties in form and substance satisfactory to the Authority, acting reasonably, wherein the Transferee acquires the rights and assumes the obligations of the Concessionaire and agrees to perform and observe all of the obligations and covenants of the Concessionaire under this Agreement. Any Transfer made in violation of the foregoing provision shall be null and void ab initio and of no force and effect.

(b) Approval of a proposed Transferee may be withheld if the Authority reasonably determines that (i) such proposed Transfer is prohibited by applicable Law, (ii) such proposed Transferee's entering into this Agreement with the Government Parties is prohibited by Law, (iii) such proposed Transfer would result in a violation of Law, (iv) such proposed Transfer would result in a Tax liability to a Government Party (unless such Government Party shall have received indemnification, as determined in the Government Party's discretion, with respect thereto) or (v) such proposed Transferee is

not capable of performing the obligations and covenants of the Concessionaire under this Agreement, which determination shall be based upon and take into account the following factors: (a) the ability of the Transferee to operate (or cause the Operator to operate) the Parking Facilities System in a manner that will result in the operation of the Parking Facilities System in accordance with the public purposes of the Authority as set forth in the Parking Authority Law and Section 3.18; (b) the financial strength and integrity of the proposed Transferee, its direct or indirect beneficial owners, any proposed managers or operating partners and each of their respective Affiliates; (c) the experience of the proposed Transferee or the Operator to be engaged by the proposed Transferee in operating parking garages and performing other relevant projects; (d) the background and reputation of the proposed Transferee, its direct or indirect beneficial owners, any proposed managers or operating partners, each of their respective officers, directors and employees and each of their respective Affiliates (including the absence of criminal, civil or regulatory claims or actions against any such Person and the quality of any such Person's past or present performance on other projects); and (e) the Operator engaged by the proposed Transferee, including the ability of the Operator to meet the requirements then generally applied by the City to applicants for a license to operate a Public Garage.

(c) No Transfer of all or any of the Concessionaire Interest (except a Transfer to a Leasehold Mortgagee or its nominee upon the Leasehold Mortgagee's exercise of remedies under its Leasehold Mortgage and a subsequent transfer to the transferee of the Leasehold Mortgagee or its nominee that has been Approved under Section 17.1(b)) shall be made or have any force or effect if, at the time of such Transfer there has occurred a Concessionaire Default that has not been remedied or an event that with the lapse of time, the giving of notice or otherwise would constitute a Concessionaire Default.

(d) A Change in Control of the Concessionaire shall be deemed to be a Transfer of the Concessionaire Interest for purposes of the foregoing provisions.

(e) Nothing contained in the foregoing shall be deemed to prohibit or limit the Concessionaire from changing its organizational form or status (including a change from a limited liability company to a corporation or limited partnership), *provided* that such change in organizational form or status does not result in a Change of Control of the Concessionaire.

(f) Neither (i) a change of ownership that is attributable to a lease, sublease, concession, management agreement, operating agreement or other similar arrangement that is subject and subordinate in all respects to the rights of the Government Parties under this Agreement, nor (ii) the creation of a trust or any other transaction or arrangement that is solely a transfer of all or part of the Concessionaire's economic interest under this Agreement to another entity shall be deemed to be a Transfer of the Concessionaire Interest for purposes of Section 17.1(a).

**Section 17.2. Assignment by the Authority.** The Authority shall have the right to Transfer any or all of the Authority's interest in the Parking Facilities System and this Agreement, *provided* that it shall be jointly and severally liable with the Transferee for the performance and observance of the obligations and covenants of the Authority under this Agreement and any agreement entered into by the Authority under this Agreement

(including agreeing directly with any Leasehold Mortgagee to be bound by the agreement entered into in accordance with Section 18.3) and that any such Transfer by the Authority shall not materially limit or reduce any of the Concessionaire's other rights, benefits, remedies or privileges under this Agreement, and, *provided further*, any such Transfer shall be subject to the rights and Encumbrances of the Concessionaire and of the Leasehold Mortgagee under any Leasehold Mortgage.

Section 17.3. Assignment by the City. The City shall have the right to Transfer any or all of the City's interest in the Parking Facilities System and this Agreement, *provided* that it shall be jointly and severally liable with the Transferee for the performance and observance of the obligations and covenants of the City under this Agreement and any agreement entered into by the City under this Agreement (including agreeing directly with any Leasehold Mortgagee to be bound by the agreement entered into in accordance with Section 18.3) and that any such Transfer by the City shall not materially limit or reduce any of the Concessionaire's other rights, benefits, remedies or privileges under this Agreement, and, *provided further*, any such Transfer shall be subject to the rights and Encumbrances of the Concessionaire and of the Leasehold Mortgagee under any Leasehold Mortgage.

## ARTICLE 18 LENDER'S RIGHTS AND REMEDIES

Section 18.1. **Leasehold Mortgages.** The Concessionaire shall have the right, at its sole cost and expense, to grant one or more (subject to Section 18.7) Leasehold Mortgages, secured by the Concessionaire Interest, Parking Fee Revenues or Other Concession Revenues if at the time any such Leasehold Mortgage is executed and delivered to the Leasehold Mortgagee, no Concessionaire Default exists unless any such Concessionaire Default will be cured pursuant to Section 18.3 in connection with entering into such Leasehold Mortgage, and upon and subject to the following terms and conditions:

(a) a Leasehold Mortgage may not cover any property of, or secure any debt issued or guaranteed by, any Person other than the Concessionaire, but may cover shares or equity interests in the capital of the Concessionaire and any cash reserves or deposits held in the name of the Concessionaire;

(b) no Person other than an Institutional Lender shall be entitled to the benefits and protections accorded to a Leasehold Mortgagee in this Agreement; *provided, however*, that lessors and lenders to the Concessionaire (and lenders to a Leasehold Mortgagee that is a Lessor) may be Persons other than Institutional Lenders so long as any Leasehold Mortgage securing the loans made by such Persons is held by an Institutional Lender acting as collateral agent or trustee;

(c) no Leasehold Mortgage or other instrument purporting to mortgage, pledge, encumber, or create a lien, charge or security interest on or against any or all of the Concessionaire Interest shall extend to or affect the fee simple interest in the Parking

Facilities System, the Government Parties interest hereunder or their reversionary interests and estates in and to the Parking Facilities System or any part thereof;

(d) the Government Parties shall have no liability whatsoever for payment of the principal sum secured by any Leasehold Mortgage, or any interest accrued thereon or any other sum secured thereby or accruing thereunder, and, except for violation by a Government Party of express obligations set forth herein, the Leasehold Mortgagee shall not be entitled to seek any damages or other amounts against a Government Party for any or all of the same;

(e) the Government Parties shall have no obligation to any Leasehold Mortgagee in the enforcement of the rights and remedies of the Government Parties under this Agreement or by Law provided, except as expressly set forth in this Agreement and unless such Leasehold Mortgagee has provided the Government Parties with notice of its Leasehold Mortgage in accordance with the Leasehold Mortgagee Notice Requirements;

(f) each Leasehold Mortgage shall provide that if the Concessionaire is in default under the Leasehold Mortgage and the Leasehold Mortgagee gives notice of such default to the Concessionaire, then the Leasehold Mortgagee shall give notice of such default to each Government Party;

(g) subject to the terms of this Agreement, all rights acquired by a Leasehold Mortgagee under any Leasehold Mortgage shall be subject and subordinate to all of the provisions of this Agreement and to all of the rights of the Government Parties hereunder;

(h) while any Leasehold Mortgage is outstanding, the Government Parties shall not agree to any amendment or modification of this Agreement that could reasonably be expected to have a material adverse effect on the rights or interests of the Leasehold Mortgagee or agree to a voluntary surrender or termination of this Agreement by the Concessionaire without the consent of the Leasehold Mortgagee;

(i) notwithstanding any enforcement of the security of any Leasehold Mortgage, the Concessionaire shall remain liable to the Government Parties for the payment of all sums owing to the Government Parties under this Agreement and the performance and observance of all of the Concessionaire's covenants and obligations under this Agreement; and

(j) a Leasehold Mortgagee shall not, by virtue of its Leasehold Mortgage, acquire any greater rights or interest in the Parking Facilities System than the Concessionaire has at any applicable time under this Agreement, other than such rights or interest as may be granted or acquired in accordance with Section 18.2, 18.3, 18.4 or 18.5; and each Leasehold Mortgagee, the Authority, the City and the Concessionaire shall enter into a consent agreement in a form acceptable to all parties; *provided* that such consent agreement shall be in a customary form and shall include the rights and protections provided to the Leasehold Mortgagees in this Agreement.



**Section 18.2. Notices and Payments to Leasehold Mortgagees.** Whenever a Leasehold Mortgage exists as to which the Government Parties has been provided notice by the holder thereof in accordance with the Leasehold Mortgagee Notice Requirements, the Government Parties shall, simultaneously with providing the Concessionaire any required notice under this Agreement, provide a copy of such notice to such Leasehold Mortgagee, and no such notice to the Concessionaire shall be effective against the Leasehold Mortgagee until a copy thereof is duly provided to such Leasehold Mortgagee at its address specified in its notice given to the Government Parties in accordance with the Leasehold Mortgagee Notice Requirements (or any subsequent change of address notice given to the Government Parties pursuant to the requirements of Section 20.1). With respect to a Leasehold Mortgage regarding which the Government Parties has been provided notice in accordance with the Leasehold Mortgage Notice Requirements, unless the Leasehold Mortgagee has otherwise advised the Government Parties in writing, all payments to the Concessionaire to be made by the Government Parties under this Agreement shall be made to the institution acting as the collateral agent or depository under the financing secured by such Leasehold Mortgage.

**Section 18.3. Leasehold Mortgagee's Right to Cure.** The Leasehold Mortgagee shall have a period of 60 days with respect to any Concessionaire Default beyond any cure period expressly provided to the Concessionaire herein, in which to cure or cause to be cured any such Concessionaire Default; *provided, however*, that such 60-day period shall be extended if the Concessionaire Default may be cured but cannot reasonably be cured within such period of 60 days, and the Leasehold Mortgagee begins to cure such default within such 60-day period (or if possession is necessary in order to effect such cure, the Leasehold Mortgagee files the appropriate legal action to foreclose the liens of the Leasehold Mortgage (or takes other appropriate action to effect a transfer of title to the property subject to such liens) and take possession of the Parking Facilities System within such period) and thereafter proceeds with all due diligence to cure such Concessionaire Default (including by proceeding with all due diligence to effect such foreclosure and during such foreclosure action (to the extent practicable) and thereafter to effect such a cure) within a reasonable period of time acceptable to the Authority, acting reasonably; *provided further* that if a Leasehold Mortgagee's right to cure a Concessionaire Default has not expired, and the Leasehold Mortgagee is acting to cure such Concessionaire Default in accordance with this Section 18.3 then the Government Parties shall not exercise their right to terminate this Agreement by reason of such Concessionaire Default. In furtherance of the foregoing, the Government Parties shall permit the Leasehold Mortgagee and its Representatives the same access to the Parking Facilities System as is permitted to the Concessionaire hereunder. The Government Parties shall accept any such performance by a Leasehold Mortgagee as though the same had been done or performed by the Concessionaire. Any payment to be made or action to be taken by a Leasehold Mortgagee hereunder as a prerequisite to keeping this Agreement in effect shall be deemed properly to have been made or taken by the Leasehold Mortgagee if such payment is made or action is taken by a nominee, agent or assignee of the rights of such Leasehold Mortgagee.

#### **Section 18.4. Rights of the Leasehold Mortgagee.**

(a) Subject to the provisions of this Agreement, a Leasehold Mortgagee may (i) enforce its Leasehold Mortgage in any lawful way, (ii) acquire the Concessionaire Interest in any lawful way or (iii) take possession of in any lawful way and manage the Parking Facilities System. Upon foreclosure of (or without foreclosure upon exercise of any contractual or statutory power of sale under such Leasehold Mortgage or a deed in lieu) and subject to the provisions of Article 17 (applied to the Leasehold Mortgagee as if it were the Concessionaire), a Leasehold Mortgagee may Transfer the Concessionaire Interest; *provided, however*, that no Transfer by a Leasehold Mortgagee shall be effective unless the Transfer is made in accordance with Section 17.1. Any Person to whom the Leasehold Mortgagee Transfers the Concessionaire Interest (including such Leasehold Mortgagee) shall take the Concessionaire Interest subject to any of the Concessionaire's obligations under this Agreement.

(b) Except as provided in Section 18.3, unless and until a Leasehold Mortgagee (i) forecloses or has otherwise taken ownership of the Concessionaire Interest or (ii) has taken possession or control of the Concessionaire Interest, whether directly or by an agent as a mortgagee in possession or a receiver or receiver and manager has taken possession or control of the Concessionaire Interest by reference to the Leasehold Mortgage, the Leasehold Mortgagee shall not be liable for any of the Concessionaire's obligations under this Agreement or be entitled to any of the Concessionaire's rights and benefits contained in this Agreement, except by way of security. If the Leasehold Mortgagee itself or by an agent or a receiver or a receiver and manager is the owner, or is in control or possession of, the Concessionaire Interest, it shall be bound by all liabilities and obligations of the Concessionaire under this Agreement (including the obligation to engage an Operator). Once the Leasehold Mortgagee goes out of possession or control of the Concessionaire Interest or Transfers the Concessionaire Interest to another Person in accordance with the provisions of this Agreement, the Leasehold Mortgagee shall cease to be liable for any of the Concessionaire's obligations under this Agreement accruing thereafter and shall cease to be entitled to any of the Concessionaire's rights and benefits contained in this Agreement, except, if the Leasehold Mortgage remains outstanding, by way of security.

#### **Section 18.5. Termination of this Agreement; New Agreement.**

(a) Without prejudice to the rights of a Leasehold Mortgagee under Section 18.3, if this Agreement is terminated prior to the expiration of the Term due to a Concessionaire Default (in which case the Authority shall notify the Leasehold Mortgagee of such termination) or if this Agreement is rejected or disaffirmed pursuant to any bankruptcy Law or proceeding or other similar Law or proceedings affecting creditors' rights generally with respect to a bankruptcy proceeding relating to the Concessionaire or otherwise, the Government Parties agree to enter into a new concession and lease agreement of the Parking Facilities System with the Leasehold Mortgagee (or its designee or nominee, *provided* that such designee or nominee either is controlled by the Leasehold Mortgagee or is Approved by the Authority as Transferee under Section 17.1) for the remainder of the original stated Term upon all of the covenants, agreements, terms, provisions and limitations of this Agreement (the "New

Agreement”), effective as of the date of such termination, but only on and subject to the satisfaction of all of the following requirements and conditions: (i) such Leasehold Mortgagee commits in writing to the Government Parties, in a notice delivered to the Government Parties, within 30 days after the Authority delivers the termination notice to Leasehold Mortgagee (or, if later, upon the termination of any cure period granted to the Leasehold Mortgagee pursuant to Section 18.3) or within 30 days after the effective date of such rejection or disaffirmance, as the case may be, that the Leasehold Mortgagee (or its designee or nominee) will enter into the New Agreement, which notice is accompanied by a copy of such New Agreement, duly executed and acknowledged by the Leasehold Mortgagee (or its designee or nominee); (ii) the Leasehold Mortgagee (or its designee or nominee) pays or causes to be paid to the Authority, at the time of the execution and delivery of the New Agreement, all amounts which, at the time of the execution and delivery thereof, would have been past-due or due and payable in accordance with the provisions of this Agreement but for such termination; (iii) provided the Authority furnishes a statement or invoice for such costs the Leasehold Mortgagee pays or causes to be paid to each Government Party all reasonable costs and expenses (including legal fees), Taxes, fees, charges and disbursements paid or incurred by such Government Party in connection with such defaults and termination, the recovery of possession from the Concessionaire, and in connection with the preparation, execution and delivery of the New Agreement and related agreements and documents specified in such statement or invoice; and (iv) such Leasehold Mortgagee (or its designee or nominee), at the time of such written request, cures all defaults under this Agreement (curable by the payment of money) existing immediately prior to the termination of this Agreement, or, if such defaults cannot be cured by the payment of money, such Leasehold Mortgagee (or its designee or nominee) commits to the Government Parties in the New Agreement to proceed both promptly and diligently, upon the execution of the New Agreement, to cure all such other defaults to the extent such defaults are capable of cure by a Person other than the original Concessionaire and, if possession is necessary in order to cure such other Concessionaire Defaults, to proceed both promptly and diligently to obtain the possession required to cure any such other defaults (and such cure shall be a covenant in the New Agreement).

(b) Nothing contained in this Section 18.5 shall be deemed to limit or affect the Government Parties’ interests in and to such Parking Facilities System upon the expiration of the Term of the New Agreement. The provisions of this Section 18.5 shall survive the termination of this Agreement and shall continue in full force and effect thereafter to the same extent as if this Section 18.5 were a separate and independent contract made by the Government Parties, the Concessionaire and the Leasehold Mortgagee and, if the Leasehold Mortgagee satisfies the conditions to a New Agreement from the effective date of such termination of this Agreement to the date of execution and delivery of the New Agreement, the Leasehold Mortgagee may use and enjoy the leasehold estate created by this Agreement without hindrance by the Government Parties, but only on and subject to the terms and provisions of this Agreement.

(c) If the circumstances described in Section 18.5(a) occur, and a Government Party determines, based on the written legal advice of counsel, that termination of this Agreement and the entry into a New Agreement by and among the Government Parties

and the Leasehold Mortgagee could violate applicable provisions of the Laws of the Commonwealth governing procurement by the Authority or the City then, in lieu of entering in a New Agreement and in satisfaction of their obligations under this Section 18.5, the Government Parties agree to enter into an Assignment and Assumption Agreement pursuant to Section 18.9.

Section 18.6. **Right to Arbitration.** In each case specified in this Agreement in which resort to arbitration is authorized, the Leasehold Mortgagee shall have the right and privilege if an event of default under the Leasehold Mortgage then exists and notice has been given to each Government Party as contemplated by Section 18.1(vi), in the Concessionaire's name, place and stead, to obtain and participate in such arbitration upon notice to the Government Parties in accordance with Article 20, *provided* that the Leasehold Mortgagee agrees to be bound by the decision of the arbitration panel.

Section 18.7. **Recognition of Leasehold Mortgagee.** If there is more than one Leasehold Mortgagee, only that Leasehold Mortgagee, to the exclusion of all other Leasehold Mortgagees, whose notice was earliest received by the Authority pursuant to the Leasehold Mortgagee Notice Requirements, shall have the rights as a Leasehold Mortgagee under this Article 18, unless such Leasehold Mortgagee has designated in writing another Leasehold Mortgagee to exercise such rights. Such Leasehold Mortgagee may act as agent for a group or syndicate of one or more Institutional Lenders and such Leasehold Mortgagee and Institutional Lenders may freely assign or sell interests and/or participations in the loans to any other Institutional Lender.

**Section 18.8. Authority's Right to Purchase Leasehold Mortgage.**

(a) If any default by the Concessionaire has occurred under a Leasehold Mortgage, or any act, condition or event has occurred which would permit a Leasehold Mortgagee to declare all or part of the indebtedness secured by a Leasehold Mortgage to be immediately due and payable (or, in the case of a Leasehold Mortgage that is a lease, to terminate the lease), then the Authority shall have 30 days after the date on which such Leasehold Mortgagee shall serve notice upon the Authority in writing ("Leasehold Mortgagee's Notice") that such Leasehold Mortgagee intends to commence proceedings to foreclose the Leasehold Mortgage or, in the case of a Leasehold Mortgagee that is a Lessor to terminate the lease (stating the calculation of the purchase price pursuant Section 18.8(c)), during which 30-day period the Authority shall have the right and option (the "Authority's Option") to purchase from all Leasehold Mortgagees their Leasehold Mortgages, upon the terms and subject to the conditions contained in this Section 18.8.

(b) The Authority's Option shall be exercised by notice served upon the Concessionaire and all Leasehold Mortgagees within such 30-day period. Time shall be of the essence as to the exercise of the Authority's Option. If the Authority's Option is duly and timely exercised, the Authority shall purchase and all Leasehold Mortgagees shall assign their Leasehold Mortgages to the Authority (or its designee) on the date which is 60 days after the date on which a Leasehold Mortgagee's Notice is served upon the Authority. The closing shall take place at a mutually convenient time and place.

(c) The purchase price payable by the Authority shall be equal to the aggregate amounts secured by such Leasehold Mortgages (including principal, interest, fees, premiums, breakage and other costs, expenses (including attorneys' fees) and any other amounts secured thereby) as of the closing date of the purchase. The purchase price shall be paid in full in cash at closing by wire transfer or other immediately available funds. The purchase price shall be paid by the Authority to each respective Leasehold Mortgagee, to be applied by the Leasehold Mortgagee to the amounts secured by the Leasehold Mortgage owed to such Leasehold Mortgagee, subject to the priorities of lien of such Leasehold Mortgages.

(d) At the closing and upon payment in full of the purchase price each Leasehold Mortgagee shall assign its Leasehold Mortgage to the Authority, together with any security interest held by it in the Concessionaire Interest, without recourse, representations, covenants or warranties of any kind, *provided* that such Leasehold Mortgages and security interests shall be deemed modified to secure the amount of the aggregate purchase price paid by the Authority to all Leasehold Mortgagees (rather than the indebtedness theretofore secured thereby) payable on demand, with interest and upon the other items referred to in this Section 18.8(d). Each such assignment shall be in form for recordation or filing, as the case may be. The Authority shall be responsible for paying any Taxes payable to any Governmental Authority upon such assignment. Such assignment shall be made subject to such state of title of the Parking Facilities System as shall exist at the date of exercise of the Authority's Option.

(e) Any Leasehold Mortgage shall contain an agreement of the Leasehold Mortgagee to be bound by the provisions of this Section 18.8.

(f) The Authority shall have the right to receive all notices of default under any Leasehold Mortgage, but the Authority shall not have the right to cure any default under any Leasehold Mortgage, except to the extent provided in this Section 18.8.

#### Section 18.9. Assignment and Assumption Agreement.

(a) The provisions of this Section 18.9 shall be in effect whenever either (i) a Government Party has made the determination contemplated by Section 18.5(c) or (ii) the Government Parties, with the written consent of the Leasehold Mortgagee, have determined to proceed under this Section 18.9 in lieu of under Section 18.5.

(b) Without prejudice to the rights of a Leasehold Mortgagee under Section 18.3, if either (i) the Government Parties have given a notice of termination of this Agreement due to Concessionaire Default pursuant to Section 16.1(b), or (ii) this Agreement is rejected or disaffirmed pursuant to any bankruptcy Law or proceeding or other similar Law or proceedings affecting creditors' right generally with respect to a bankruptcy proceeding relating to the Concessionaire or otherwise, the Government Parties agree to cooperate with a Leasehold Mortgagee in order to effectuate such Leasehold Mortgagee's rights under the Leasehold Mortgage to step-in, assume or assign this Agreement, in accordance with the procedures, terms and conditions of this Section 18.9.

(c) Upon notification and satisfaction of all of the conditions and requirements in Section 18.9(d), the Government Parties agree that this Agreement shall not be deemed terminated, but may be assumed by a Leasehold Mortgagee or by a designee or nominee of such Leasehold Mortgagee who is either controlled by the Leasehold Mortgagee or is Approved by the Authority as a Transferee under Section 17.1, for the remainder of the original stated Term of this Agreement, and as evidence of such assignment and assumption the Government Parties agree to execute an amended and restated concession and lease agreement for the Parking Facilities System upon all of the covenants, agreements, terms, provisions and limitations of this Agreement (the “Assignment and Assumption Agreement”).

(d) This Agreement may be so assigned and assumed pursuant to an Assignment and Assumption Agreement upon and subject to satisfaction of all of the following requirements and conditions:

(i) Such Leasehold Mortgagee must commit in writing to the Government Parties, in a notice delivered to the Government Parties within the later of 30 days after the Authority delivers the termination notice to Leasehold Mortgagee or upon the termination of any cure period granted to such Leasehold Mortgagee pursuant to Section 18.3, or within 30 days after the effective date of any rejection or disaffirmance of this Agreement in a bankruptcy proceeding, as the case may be, that such Leasehold Mortgagee (or its designee or nominee) will assume this Agreement and enter into the Assignment and Assumption Agreement, which notice is accompanied by a copy of such Assignment and Assumption Agreement duly executed and acknowledged by such Leasehold Mortgagee (or its designee or nominee).

(ii) Such Leasehold Mortgagee (or its designee or nominee) shall pay or cause to be paid to the Authority, at the time of the execution and delivery of the Assignment and Assumption Agreement, all amounts which, at the time of the execution and delivery thereof, would have been past-due or due and payable in accordance with the provisions of this Agreement.

(iii) Such Leasehold Mortgagee (or its designee or nominate) shall pay or cause to be paid to each Government Party all reasonable costs and expenses (including legal fees), Taxes, fees, charges and disbursements paid or incurred by such Government Party in connection with such defaults and notice of termination, the recovery of possession from the Concessionaire, and in connection with the preparation, execution and delivery of the Assignment and Assumption Agreement and related agreements and documents. The Government Parties shall provide an invoice to such Leasehold Mortgagee of such costs, and the Leasehold Mortgagee or its designee or nominee shall pay such invoiced costs within five days of the receipt of such invoice.

(iv) Such Leasehold Mortgagee (or its designee or nominee), at the time of the notice provided under Section 18.9(b)(i), shall cure all defaults under this Agreement (including all such defaults curable by the payment of money) existing immediately prior to the notice of termination issued pursuant to Section 16.1(b), or, if such defaults cannot be cured by the payment of money, such Leasehold Mortgagee (or its designee or nominee) shall commit to the Government Parties in the Assignment and

Assumption Agreement to proceed both promptly and diligently, upon the execution of the Assignment and Assumption Agreement, to cure all such other defaults to the extent such defaults are capable of cure by a Person other than the original Concessionaire and, if possession is necessary in order to cure such other Concessionaire Defaults, to proceed both promptly and diligently to obtain the possession required to cure any such other defaults (and such obligation to cure shall be a covenant in the Assignment and Assumption Agreement).

(e) If a Leasehold Mortgagee gives the Government Parties a notice as provided in Section 18.9(d)(i), the Government Parties and Leasehold Mortgagee agree to cooperate with respect to taking any appropriate actions required to regain and transfer possession of the Parking Facilities System and the Parking Facilities System Assets, including (i) seeking surrender of possession in any bankruptcy proceedings; (ii) seeking relief from any automatic stay in bankruptcy provisions and pursuit of state law remedies to obtain possession and to foreclose on the Leasehold Mortgage interest and assume the Concessionaire's position as provided in Section 18.4 of this Agreement; *provided* that any costs incurred by the Government Parties under this provision shall be reimbursed by the Leasehold Mortgagee (or its designee or nominee) as provided in Section 18.9(d)(iii).

## ARTICLE 19 DISPUTE RESOLUTION

Section 19.1. **Scope.** Any dispute arising out of, relating to, or in connection with this Agreement, including any question as to whether such dispute is subject to arbitration, shall be resolved as set forth in this Article 19.

Section 19.2. **Informal Dispute Resolution Procedures.** The Parties shall attempt in good faith to resolve such dispute within 15 days following receipt by the other Parties of notice of such dispute. If the Parties are unable to resolve the dispute within such 15-day period, and upon notice by a Party to the other Parties, the dispute shall be referred to the Designated Senior Person of each Party. The Designated Senior Persons shall negotiate in good faith to resolve the dispute, conferring as often as they deem reasonably necessary. Statements made by representatives of the Parties during the dispute resolution procedures set forth in this Section 19.2 and in Section 19.3 and documents specifically prepared for such dispute resolution procedures shall be considered part of settlement negotiations and shall not be admissible as evidence in any arbitration or other litigation proceeding among or between the Parties without the mutual consent of all Parties.

Section 19.3. **Mediation.** Mediation of a dispute under this Agreement may not be commenced until the earlier of: (i) such time as all of the Designated Senior Persons, after following the procedures set forth in Section 19.2, conclude in good faith that amicable resolution through continued negotiation of the matter does not appear likely; or (ii) 15 days after the notice referring the dispute to the Designated Senior Persons, pursuant to Section 19.2 has been received by all of the Designated Senior Persons. If, after such time period, the dispute remains unresolved, the Parties shall attempt to resolve

the dispute through mediation administered by the AAA under its Commercial Mediation Procedures before resorting to binding arbitration, as provided by Section 19.4. The Parties agree that any period of limitation applicable to the assertion of a claim shall be deemed tolled during the conduct of informal dispute resolution under Section 19.2 and mediation under this Section 19.3, and that any claim of any Party shall be deemed not to have accrued until the mediation is terminated.

#### Section 19.4. **Arbitration.**

(a) *Arbitration Process.* If the procedures described in Sections 19.2 and 19.3 do not result in resolution of the dispute within 30 Business Days following a reference to mediation, the dispute shall be resolved by arbitration in accordance with the AAA Rules then in effect. Any Party may initiate the arbitration, as provided in the AAA Rules. Any arbitration conducted pursuant to this Section 19.4 shall be governed by the statutory arbitration provisions of the Arbitration Act. The place of arbitration shall be Pittsburgh, Pennsylvania unless the Parties agree otherwise. The arbitral panel shall determine the rights and obligations of the Parties in accordance with the substantive laws of the Commonwealth of Pennsylvania and without regard to conflicts of laws principles thereof. Except as agreed by the Parties, the arbitral panel shall have no power to alter or modify any terms or provisions of this Agreement, or to render any award that, by its terms or effects, would alter or modify any term or provision of this Agreement. The Parties shall be entitled to reasonable production of relevant, non-privileged documents, carried out expeditiously. If the Parties are unable to agree upon such document production, the arbitral panel shall have the power, upon application of any Party, to make all appropriate orders for production of documents by any Party. At the request of any Party, the arbitral panel shall have the discretion to order the examination by deposition of any witness to the extent the arbitral tribunal deems such examination appropriate or necessary. The arbitral panel shall be composed of three arbitrators, one to be selected by the Authority, one to be selected by the Concessionaire and the third (who shall act as chairman of the panel) to be selected by the two previously-selected arbitrators. If, within 15 Business Days, the two previously-selected arbitrators cannot agree on the selection of the third arbitrator, then the third arbitrator shall be selected by the AAA pursuant to the AAA Rules. Once the arbitral panel has been composed, the arbitrators shall act as neutrals and not as party arbitrators, and no Party shall engage in any *ex parte* communication with any member of the arbitral panel. Each Party shall bear its own attorney fees, expenses, and costs. Any award of monetary damages shall include interest at the Bank Rate from the date of any breach or violation of this Agreement or the incurring of any obligation as determined in the arbitral award until paid in full. Any award of monetary damages shall be in writing and state the reasons upon which it is based. The award shall be final and binding on the Parties, subject only to such review and other proceedings as provided by the Arbitration Act. Judgment on the award may be entered by any court with competent jurisdiction in accordance with the Arbitration Act.

(b) *Remedy of Arbitration Not Available.* If it is determined by a final and unappealed order of a tribunal of competent jurisdiction or by written agreement of the Parties that arbitration pursuant to the Arbitration Act cannot provide a remedy for or resolution of a dispute for any reason relating to a lack of jurisdiction or a constraint



arising from an immunity (“Determination”), then the Parties shall present the dispute to such court or other tribunal of competent jurisdiction or other applicable dispute resolution process which possesses jurisdiction and the power to afford relief not limited by immunity. The presentation to the other forum may be accomplished by transfer order in connection with a Determination or by a submission by a Party or Parties in which case the submission shall be deemed timely if so submitted within sixty (60) Business Days of any such Determination. Irrespective of whether the subsequent presentation is accomplished by transfer or submission by a Party or Parties, any applicable period of limitation shall be deemed tolled during the conduct of arbitration or any proceedings relating to the arbitration or to the rendering of the Determination, and the Parties further waive the defense of the application of any period of limitation with respect to the submission in the subsequent forum. For clarification, it is the intent of the Parties that no Party shall be precluded from presenting a claim on the basis of timeliness (and the Parties hereby waive any defenses relating to timeliness) arising from the need to present the dispute in a different forum as provided for and subject to the conditions of this Section 19.4.

**Section 19.5. Provisional Remedies.** No Party shall be precluded from initiating a proceeding in a court of competent jurisdiction for the purpose of obtaining any emergency or provisional remedy to protect its rights that may be necessary and that is not otherwise available under this Agreement or to enforce or execute upon a judgment entered in accordance with this Agreement, including temporary preliminary and permanent injunctive relief and restraining orders, writs of mandamus, and the appointment of a receiver or receiver and manager in connection with the collection and retention of Other Concession Revenues.

**Section 19.6. Tolling.** If a Party receiving a notice of default under this Agreement contests, disputes or challenges the propriety of such notice by making application to the dispute resolution procedure in this Article 19, any cure period that applies to such default shall be tolled for the time period between such application and the issuance of a final award or determination.

### **Section 19.7. Technical Arbitration.**

(a) *Informal Dispute Resolution by Engineering Firm.* The Parties may agree to submit any engineering or technical dispute under this Agreement to the Engineering Firm, which submission may be made without submitting the engineering or technical dispute to engineering arbitration pursuant to Section 19.7(b) or to the dispute resolution process described in Sections 19.2 through 19.4 and once such technical dispute has been submitted to the Engineering Firm then the time limits set out in Section 19.2, Section 19.3 and Section 19.4 shall no longer apply. The Engineering Firm shall determine any unresolved disputed items within three Business Days of the submission of such dispute to the Engineering Firm, unless the Engineering Firm has good cause to extend such date for determination. The submission shall be in the form of written statements of position by one or more of the Parties, which statements shall be provided to all Parties and the Engineering Firm, with each Party having an opportunity to respond to such written statements of the other Parties and any requests for statements or information by the Engineering Firm, including in-person meetings. The Parties shall

each bear their own costs with respect to the submission of such dispute to the Engineering Firm and shall bear equally the cost of the Engineering Firm with respect to such dispute. The Engineering Firm's decision shall be in writing and state the reasons upon which it is based. The decision of the Engineering Firm shall be final and binding on the Parties, unless a Party expressly reserves the right, at the time of the submission of the engineering or technical dispute to the Engineering Firm, to submit the dispute to engineering arbitration pursuant to Section 19.7(b) or to the dispute resolution process described in Sections 19.2 through 19.4. The Parties agree that any period of limitation applicable to the assertion of a dispute shall be deemed tolled during the conduct of informal dispute resolution under Section 19.7(a) and any dispute shall be deemed not to have accrued until the informal dispute resolution process is terminated. Within three Business Days after its receipt of the decision, any Party may request the Engineering Firm to interpret the decision or to correct any clerical, typographical or computation errors therein. The other Parties shall have a right to comment within three Business Days of its receipt of the requesting Party's request for interpretation and/or correction. If the Engineering Firm considers the request justified, it shall comply with such request within three Business Days after its receipt of such request. The correction and/or interpretation of the decision shall take the form of an addendum and shall constitute part of the decision.

(b) *Engineering Arbitration.* The Parties may agree to submit any engineering or technical dispute under this Agreement to engineering arbitration, which submission may be made without submitting the engineering or technical dispute to the Engineering Firm pursuant to Section 19.7(a) or to the dispute resolution process described in Sections 19.2 through 19.4. Any arbitration conducted pursuant to this Section 19.7(b) shall be governed by the statutory arbitration provisions of the Arbitration Act. Such engineering arbitration shall be conducted by an independent engineering arbitrator, which shall be an engineering firm with nationally recognized engineering experience related to Comparable Public Parking Garages and that is acceptable to the Parties (and if the Parties fail to agree upon the independent engineering arbitrator within five Business Days after the Parties agree to submit the dispute to engineering arbitration, then the Authority and the Concessionaire shall each appoint an independent engineering arbitrator and both such arbitrators shall be instructed to select a third independent engineering arbitrator to conduct the engineering arbitration). If the Party-appointed engineering arbitrators are unable to agree upon a third engineering arbitrator within five Business Days after they are instructed by the Parties to select a third arbitrator, the Engineering Firm shall select the independent engineering arbitrator to conduct the engineering arbitration as soon as possible. Such submission shall be in the form of written statements of position by one or more of the Parties, which statements shall be provided to all Parties and the independent engineering arbitrator, with each Party having an opportunity to respond to such written statements and any requests for statements or information by the independent engineering arbitrator, including in-person meetings; *provided, however*, that all such submissions by a Party shall be made within 10 Business Days following appointment of the independent engineering arbitrator and, notwithstanding any provision herein to the contrary, any unresolved disputed items shall be determined by the independent engineering arbitrator within seven Business Days following receipt by the independent engineering arbitrator of the Parties' submissions of

information unless such independent engineering arbitrator has good cause to extend such date for determination. The Parties shall each bear their own costs with respect to the arbitration of any such engineering dispute and the Concessionaire on the one hand and the Government Parties on the other shall bear equally the cost of retaining such independent engineering arbitrator. The independent engineering arbitrator's award shall be in writing and state the reasons upon which it is based. Within one Business Day after its receipt of the decision, any Party may request the independent engineering arbitrator to interpret the decision or to correct any clerical, typographical or computation errors therein. The other Parties shall have a right to comment within one Business Day of its receipt of the requesting Party's request for interpretation and/or correction. If the independent engineering arbitrator considers the request justified, it shall comply with such request within three Business Days after its receipt of such request. The correction and/or interpretation of the decision shall take the form of an addendum and shall constitute part of the decision. The independent engineering arbitrator's award shall be final and binding on the Parties, subject only to review and other proceedings as provided by the Arbitration Act.

#### **Section 19.8. City and Authority Liability and Further Remedies.**

(a) The City hereby guarantees to the Concessionaire for the benefit of the Concessionaire (i) the full and prompt payment when due of each and all of the payments required to be credited or made by the Authority under this Agreement; and (ii) the full and prompt performance and observance of each and all of the Authority's obligations. In the event of an Authority Default (as provided under Section 16.2), if and to the extent that the Authority is unable or fails to fulfill any of its payment or other obligations, the Concessionaire may proceed to enforce this guaranty.

(b) In fulfillment of their respective obligations under this Agreement, the City and the Authority shall take any and all actions necessary, including, without limitation, using their best efforts to lease City or Authority assets or to borrow funds, in order to finance any obligation to pay the Parking Facilities System Concession Value or any other amounts due and payable to the Concessionaire arising from this Agreement; *provided*, that in connection with any borrowing or leasing, the City and the Authority shall not adversely impact any of the rights and remedies of the Concessionaire hereunder unless this Agreement shall have been terminated in accordance with the terms hereof. The term "best efforts" means all legally permissible actions that a prudent person, acting in good faith and desirous of achieving the result, would use to achieve that result as expeditiously as possible, including the expeditious undertaking and diligent prosecution of any applications or submissions required to obtain necessary approvals from any other Governmental Authority or Person. Without limiting the generality of the foregoing, in the exercise of such "best efforts" to the extent necessary to raise required funds, the City covenants to take any and all actions allowed or required under the applicable law (including the Local Government Unit Debt Act, 53 Pa.C.S. §8001 *et seq.* ("LGUDA")), to approve and issue any debt required to pay and satisfy the Parking Facilities System Concession Value or other amounts due and payable to the Concessionaire arising under this Agreement, including but not limited to presentation and diligent prosecution of a petition to the appropriate courts for the incurrence of "unfunded debt" as defined under the LGUDA. Nothing in this Section 19.8(b) shall diminish or release the City or the

Authority from their obligations under this Agreement, or alter or modify any of their obligations under this Agreement, to pay the Parking Facilities System Concession Value or any other amounts arising hereunder, notwithstanding their inability to lease or borrow any funds.

ARTICLE 20  
MISCELLANEOUS

Section 20.1. **Notice.** All notices, other communications and approvals required or permitted by this Agreement shall be in writing, shall state specifically that they are being given pursuant to this Agreement and shall be addressed as follows:

(a) in the case of the Authority:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attention: \_\_\_\_\_

with a copy to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attention: \_\_\_\_\_

(b) in the case of the City:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attention: \_\_\_\_\_

with a copy to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attention: \_\_\_\_\_

(c) in the case of the Concessionaire:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attention: \_\_\_\_\_

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, other communication or approval shall be deemed to have been sent and received (i) on the day it is delivered, or if such day is not a Business Day or if the notice is received after ordinary office hours (time of place of receipt), the notice, other communication or approval shall be deemed to have been sent and received on the next Business Day, or (ii) on the fourth Business Day after mailing if sent by United States registered or certified mail.

Section 20.2. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter hereof and supersedes all prior agreements, negotiations, discussions and understandings, written or oral, between the Parties. There are no representations, warranties, conditions or other agreements, whether direct or collateral, or express or implied, that form part of or affect this Agreement, or that induced any Party to enter into this Agreement or on which reliance is placed by any Party, except as specifically set forth in this Agreement. The Parties acknowledge and agree that (i) each has substantial business experience and is fully acquainted with the provisions of this Agreement, (ii) the provisions and language of this Agreement have been fully negotiated and (iii) no provision of this Agreement shall be construed in favor of any Party or against any Party by reason of such provision of this Agreement having been drafted on behalf of one Party rather than the other Parties.

Section 20.3. **Amendment.** This Agreement may be amended, changed or supplemented only by a written agreement signed by the Parties.

Section 20.4. **Waiver of Rights.** Any waiver of, or consent to depart from, the requirements of any provision of this Agreement shall be effective only if it is in writing and signed by the Party giving it, and only in the specific instance and for the specific purpose for which it has been given. No failure on the part of any Party to exercise, and no delay in exercising, any right under this Agreement shall operate as a waiver of such right. No single or partial exercise of any such right shall preclude any other or further exercise of such right or the exercise of any other right.

Section 20.5. **Severability.** Each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by applicable Law. The invalidity of any one or more phrases, sentences, clauses or sections contained in this Agreement shall not affect the remaining portions of this Agreement or any part thereof. If any provision of this Agreement or the application thereof to any Person or circumstances is held or deemed to be or determined to be invalid, inoperative or unenforceable in any particular case in any particular jurisdiction or jurisdictions because it conflicts with any other provision or provisions hereof or of any applicable Law, or public policy, or for any other reason, (i) such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or rendering any

other provision or provisions herein contained invalid, inoperative or unenforceable to any extent whatever, and (ii) the Parties shall negotiate in good faith to amend this Agreement to implement the provisions set forth herein. If the Parties cannot agree on an appropriate amendment, any Party may refer the matter for determination pursuant to the dispute resolution procedure in Article 19. If, by means of the dispute resolution procedure, the Parties are unable, as a result of applicable Law, to resolve the matter in a manner that effectively entitles a Government Party to have the same rights after the aforesaid determination of invalidity or unenforceability as before, the Government Party shall have the right to enact, and cause to come into force, any Law to provide for the same or substantially the same rights as were determined to be invalid or unenforceable.

Section 20.6. **Governing Law.** This Agreement shall be governed by, and interpreted and enforced in accordance with, the laws in force in the Commonwealth of Pennsylvania (excluding any conflict of laws rule or principle which might refer such interpretation to the laws of another jurisdiction).

Section 20.7. **Submission to Jurisdiction.** Subject to Article 19, any action or proceeding against any Party relating in any way to this Agreement may be brought and enforced in the federal or state courts in the Commonwealth of Pennsylvania in the County of Allegheny, and each of the Parties hereby irrevocably submits to the jurisdiction of such courts with regard to any such action or proceeding, and irrevocably waives, to the fullest extent permitted by applicable Law, any objection it may have now or hereafter have to the laying of venue of any such action or proceeding in such courts and any claim that any such action or proceeding brought in any such court has been brought in an inconvenient forum. Service of process on the Authority may be made, either by registered or certified mail addressed as provided for in Section 20.1 or by personal delivery on the Chair of the Authority. Service of process on the City may be made, either by registered or certified mail addressed as provided for in Section 20.1 or by personal delivery on the City Clerk of the City. Service of process on the Concessionaire may be made either by registered or certified mail addressed as provided for in Section 20.1 or by delivery to the Concessionaire's registered agent for service of process in the Commonwealth of Pennsylvania. If the Concessionaire is presented with a request for Documents by any administrative agency or with a *subpoena duces tecum* regarding any Documents which may be in its possession by reason of this Agreement, the Concessionaire shall give prompt notice to the Authority and to the City. The Government Party may contest such process by any means available to it before such Documents are submitted to a court or other third party; *provided, however*, that the Concessionaire shall not be obligated to withhold such delivery beyond that time as may be ordered by the court or administrative agency or required by Law, unless the *subpoena* or request is quashed or the time to produce is otherwise extended.

Section 20.8. **Further Acts.** The Parties shall do or cause to be done all such further acts and things as may be reasonably necessary or desirable to give full effect to this Agreement. Without limiting the foregoing, each Party will, at any time and from time to time, execute and deliver or cause to be executed and delivered such further instruments and take such further actions as may be reasonably requested by the other Parties in order to cure any defect in the execution and/or delivery of this Agreement.

Section 20.9. **Costs.** Except as otherwise provided in this Agreement, each Party shall be responsible for its own costs and expenses incurred in connection with performing and observing its obligations and covenants under this Agreement.

Section 20.10. **Interest.** Any amount payable under this Agreement and not paid when due shall bear interest at a variable nominal rate per annum equal on each day to the Bank Rate then in effect plus 3%, from the date such payment is due until payment and both before and after judgment.

Section 20.11. **Inurement and Binding Effect.** This Agreement 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.

Section 20.12. **No Partnership or Third Party Beneficiaries.** Nothing contained in this Agreement shall constitute or be deemed to create a partnership, joint venture or principal and agent relationship between or among any of the Parties. Except as expressly provided herein to the contrary (including with respect to such rights as are expressly granted to each Leasehold Mortgagee pursuant to this Agreement), no term or provision hereof shall be construed in any way to grant, convey or create any rights or interests to any Person not a party to this Agreement.

Section 20.13. **Cumulative Remedies.** The rights, remedies, powers and privileges herein provided are cumulative and not exclusive of any rights, remedies, powers and privileges provided by Law.

Section 20.14. **Non-Liability of Public Officials.** The Concessionaire and any assignee or Contractor may not charge any official, officer, employee, advisor or consultant of a Government Party personally with any liability or expenses of defense or hold any official, officer, employee, advisor or consultant of a Government Party personally liable to them under any term or provision of this Agreement or because of the Government Party's execution, attempted execution or any breach of this Agreement.

Section 20.15. **Charter Limitations and Appropriations.** This Agreement is subject to the City of Pittsburgh Home Rule Charter, and the liability of the City under this Agreement is limited to the amounts which have been or may be, from time to time, appropriated therefore by the City.

Section 20.16. **Counterparts; Facsimile Execution.** This Agreement may be executed in any number of counterparts which, taken together, shall constitute one and the same agreement. This Agreement shall be effective when it has been executed by each Party and delivered to all Parties. To evidence the fact that it has executed this Agreement, a Party may send a copy of its executed counterpart to the other Parties by facsimile transmission. Such Party shall be deemed to have executed and delivered this Agreement on the date it sent such facsimile transmission. In such event, such Party shall forthwith deliver to the other Parties an original counterpart of this Agreement executed by such Party.

(Intentionally Left Blank)

**IN WITNESS WHEREOF**, the Authority has caused this Agreement to be duly executed on its behalf by its Executive Director pursuant to due authorization of the Board; the City has caused this Agreement to be duly executed on its behalf by its Mayor pursuant to due authorization of the its City Council and the Concessionaire has caused this Agreement to be duly executed pursuant to due authorization, all as of the day and year first above written.

**PUBLIC PARKING AUTHORITY OF PITTSBURGH**

By: \_\_\_\_\_  
Executive Director

**CITY OF PITTSBURGH**

By: \_\_\_\_\_  
Mayor

**PITTSBURGH PARKING PARTNERS, LLC**

By: \_\_\_\_\_  
(Name)  
(Title)



## SCHEDULE 1<sup>1</sup>

### Parking Facilities System

Notwithstanding anything to the contrary contained in this Schedule 1, all of the real property described herein is subject to the exclusions and reservations set forth in the definition of “Parking Facilities System” in Section 1.1 of the Pittsburgh Public Parking Facilities System Concession and Lease Agreement to which this Schedule 1 is attached, including, without limitation, the reservation of oil, gas and mineral rights, air rights and development rights by the City of Pittsburgh (the “City”) and the Public Parking Authority of Pittsburgh (the “Authority”) as the fee simple owners of such real property.

1. 12<sup>th</sup> & Carson Lot (3-H-163)

ALL THAT CERTAIN lot or piece of ground situated in the 17<sup>th</sup> Ward, formerly 29<sup>th</sup> Ward, of the City of Pittsburgh, County of Allegheny and Commonwealth of Pennsylvania, bounded and described as follows, to-wit:

BEGINNING at a point on the southerly side of Bingham Street distant 60.43 feet South 88° 11’ East from Bedford Square at the easterly line of a brick building erected on property now or late of Henry and William G. Yost; thence South 88° 11’ East along Bingham St. 73.53 feet to line of property now or late of Ann Jane Maguire; thence South 1° 49’ West along said line 96 feet to the northerly line of an alley 4 feet wide, as reserved in deed from James Barr, et ux to John C. Risher, as recorded in Deed Book 55, page 294; thence South 88° 11’ East along said line of said alley 6.92 feet to the westerly line of property now or late of M. and R. Tessler (or said line extended); thence South 1° 49’ West along said line 96 feet to East Carson St. at a point distant 40 feet more or less, Westwardly from South 13<sup>th</sup> Street; thence North 88° 11’ West along East Carson St., 68 feet to the line of lot now or late of C. Lazos (formerly of Wilhelm Geauf); thence North 1° 49’ East along said line 96 feet to the northerly line of said alley 4 feet wide; thence North 88° 11’ West along said line of said alley 2.89 feet to the line of said Yost lot; thence North 1° 49’ East along said line 48 feet to a point; thence North 88° 11’ West 9.56 feet to the easterly line of the brick building of Henry and William G. Yost aforesaid; and thence North 1° 49’ East along said line 48 feet to Bingham St., the place of beginning.

UNDER AND SUBJECT TO a four foot alley as reserved in deed to John C. Risher from James Barr et ux., dated June 18, 1838, and recorded in Deed Book Volume 55, Page 294.

BEING designated as Block 3-H, Lot 163 in the Deed Registry Office of Allegheny County, Pennsylvania (the “Deed Registry Office”).

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<sup>1</sup> The legal descriptions contained in this Schedule 1 have been taken verbatim from the legal descriptions contained in the vesting deeds or eminent domain documents pursuant to which the Authority, the City or the URA, as applicable, acquired fee simple title to the properties. Therefore, references herein to “Grantor”, “Grantee”, “hereby conveyed”, “herein conveyed”, “parties of the first part”, “parties of the second part”, any variations thereof or like verbiage, and any defined terms used but not defined herein, have the meanings given to such terms in the applicable vesting deed or eminent domain document.

BEING the same property which Potter-McCune Co., by Indenture dated November 28, 1969 and recorded in the Recorder's Office of Allegheny County, Pennsylvania (now known as the Allegheny County Department of Real Estate) (the "Recorder's Office"), in Deed Book Volume 4802, Page 645, granted and conveyed the City. *Legal description and vesting deed reference to be updated upon conveyance of property by City to PPAP.*]

2. 18<sup>th</sup> & Carson Lot (12-E-363)

ALL THAT CERTAIN lot or piece of ground situate in the 17<sup>th</sup> Ward of the City of Pittsburgh, County of Allegheny and Commonwealth of Pennsylvania, being more particularly bounded and described as follows, to-wit:

BEGINNING at the Southeasterly intersection of East Carson Street, 80 feet wide, and South Eighteenth Street, 60 feet wide; thence from said point of beginning along the Southerly line of East Carson Street, 80 feet wide, South 85° 24' 00" East, a distance of 120 feet to a point on the Westerly line of land now or formerly of Birmingham Fire Insurance Company; thence South 4° 36' 00" West, along the Westerly line of land now or formerly of Birmingham Fire Insurance Company, a distance of 120 feet to a point on the Northerly line of Carey Way, 24 feet wide; thence along the Northerly line of Carey Way, 24 feet wide, North 85° 24' 00" West, a distance of 120 feet to a point on the Easterly line of the aforementioned South Eighteenth Street, 60 feet wide; thence along the Easterly line of South Eighteenth Street, North 4° 36' 00" East, a distance of 120 feet to a point at the place of beginning.

BEING designated as Block 12-E, Lot 363 in the Deed Registry Office.

BEING the same property which Eugene L. Coon, Sheriff, John M. McNamara, Chief Deputy Sheriff of the County of Allegheny, Commonwealth of Pennsylvania, by Sheriff's Deed dated March 20, 1992 and recorded in the Recorder's Office in Deed Book Volume 8686, Page 597, granted and conveyed to the Authority.

3. 18<sup>th</sup> & Sidney Lot (12-E-261)

ALL THAT CERTAIN lot or piece of ground situate in the 17<sup>th</sup> Ward of the City of Pittsburgh, County of Allegheny and Commonwealth of Pennsylvania, being bounded and described as follows, to wit:

BEGINNING at the Southwest corner of Sidney and South Eighteenth Streets; thence extending Westwardly along the Southerly side of Sidney Street, 120 feet to line of property now or formerly of Safway Steel Scaffolds Company; thence from said point and along said dividing line in a Southerly direction a distance of 120 feet to a point on the Northerly side of Wrights Way; thence from said point and along said side of said alley in an Easterly direction, a distance of 120 feet to a point on the Westerly side of South Eighteenth Street; thence from said point and along said side of said Street in a Northerly direction, a distance of 120 feet to a point at the Southwest corner of Sidney and South Eighteenth Streets aforesaid, the point at the place of beginning.

BEING designated as Block 12-E, Lot 261, in the Deed Registry Office.

BEING the same property which Good Shepherd Lutheran Church of South Hills, by Indenture dated December 31, 1962 and recorded in the Recorder's Office in Deed Book Volume 4035, Page 289, granted and conveyed to the Authority.

4. 19<sup>th</sup> & Carson Lot (12-K-1, 12-K-2, 12-K-3, 12-K-4, 12-K-5, 12-K-6)

(a) 12-K-1

ALL THAT CERTAIN lot or piece of ground situate in the 17<sup>th</sup> Ward of the City of Pittsburgh, County of Allegheny and Commonwealth of Pennsylvania, bounded and described as follows,

BEGINNING on the Southerly side of Carson Street at a distance of One Hundred Twenty (120) feet Eastwardly from South Nineteenth (Formerly Nineteenth) Street; thence extending in front or width Eastwardly along Carson Street, Twenty (20) feet, and in length or depth Southwardly preserving the same width of Twenty (20) feet, One Hundred Twenty (120) feet to Carey Way.

BEING designated as Block 12-K, Lot 1, in the Deed Registry Office.

BEING the same property which Charlotte M. Smoot, by Indentures dated July 13, 1981 and recorded in the Recorder's Office in Deed Book Volume 6385, Page 1035 and in Deed Book Volume 6385, Page 1039, granted and conveyed to the Authority.

(b) 12-K-2

ALL THAT CERTAIN lot or piece of ground situate in the Seventeenth (17<sup>th</sup>) Ward of the City of Pittsburgh, County of Allegheny and Commonwealth of Pennsylvania, being bounded and described as follows:

BEGINNING on the South side of Carson Street at a point distant 140 feet Eastwardly from 19<sup>th</sup> Street (formerly Joseph Street); thence extending Eastwardly along Carson Street, 20 feet; thence Southwardly preserving the same width and parallel with 19<sup>th</sup> Street, a distance of 120 feet to Carey Alley, 24 feet wide.

BEING designated as Block 12-K, Lot 2 in the Deed Registry Office.

BEING the same property which Miller Furniture of Pittsburgh, by Indenture dated August 1, 1981 and recorded in the Recorder's Office in Deed Book Volume 6392, Page 880, granted and conveyed to the Authority.

(c) 12-K-3

ALL THAT CERTAIN lot or piece of ground situate in the Seventeenth (17<sup>th</sup>) Ward of the City of Pittsburgh, County of Allegheny and Commonwealth of Pennsylvania, being bounded and described as follows:

BEGINNING on the Southerly side of East Carson Street (formerly Carson Street) at a distance of 160 feet Eastwardly from South 19<sup>th</sup> Street (formerly 19<sup>th</sup> Street); extending thence in front or width on East Carson Street, Eastwardly, a distance of 20 feet and in

depth, preserving the same width of 20 feet throughout and parallel with South 19<sup>th</sup> Street, Southwardly a distance of 120 feet to Carey Alley.

BEING designated as Block 12-K, Lot 3, in the Deed Registry Office.

BEING the same property which the Authority, by Declaration of Taking filed October 6, 1981 in the Recorder's Office in Deed Book Volume 6409, Page 523, acquired from Robert M. Matesic and Irene R. Matesic, husband and wife.

(d) 12-K-4

ALL THAT CERTAIN lot or piece of ground situate in the Seventeenth (17<sup>th</sup>) Ward of the City of Pittsburgh, County of Allegheny and Commonwealth of Pennsylvania, being bounded and described as follows:

BEGINNING at a point which is distant 82.5 feet Southwardly from a point on the Southern side of Carson Street, which point is distant 180 feet Eastwardly from South 19<sup>th</sup> Street; thence Eastwardly on a line parallel with the Northern side of Carey Way, 24 feet to a point; thence Southwardly and parallel with South 19<sup>th</sup> Street, 37.5 feet to a point on Northernly side of Carey Way; thence Westwardly along the Northern side of Carey Way, 24 feet thence Northwardly 37.5 feet to the place of beginning.

BEING designated as Block 12-K, Lot 4, in the Deed Registry Office.

BEING the same property which Harry Silvio and Ellen K. Silvio, husband and wife, by Indenture dated August 5, 1981 and recorded in the Recorder's Office in Deed Book Volume 6392, Page 1109, granted and conveyed to the Authority.

(e) 12-K-5

ALL THAT CERTAIN lot or piece of ground situate in the 17<sup>th</sup> Ward of the City of Pittsburgh, County of Allegheny and Commonwealth of Pennsylvania, being bounded and described as follows:

BEGINNING on the Southerly side of Carson Street, at a point distant 180-ft. Eastwardly from South 19<sup>th</sup> Street; thence Eastwardly along said Carson Street, 24-ft. to a point; and thence Southwardly, preserving the same width of 24-ft. and parallel with said South 19<sup>th</sup> Street, a distance of 81 ft. to line of land now or late of Mike Peter Sapsara.

BEING designated as Block 12-K, Lot 5, in the Deed Registry Office.

BEING the same property which the Authority, by Declaration of Taking filed September 17, 1981 in the Recorder's Office in Deed Book Volume 6403, Page 996, acquired from Milan R. Opacic and Amelia Opacic, husband and wife.

(f) 12-K-6

ALL THAT CERTAIN lot or piece of ground situate in the Seventeenth (17<sup>th</sup>) Ward of the City of Pittsburgh, County of Allegheny and Commonwealth of Pennsylvania, being bounded and described as follows:

BEGINNING on the Southerly side of Carson Street, at a distance of 204 feet Eastwardly from South 19<sup>th</sup> Street; thence Eastwardly along Carson Street, 24 feet to a point; thence Southwardly preserving an even width of 24 feet, parallel with South 19<sup>th</sup> Street, 120 feet to Carey Alley.

BEING designated at Block 12-K, Lot 6 in the Deed Registry Office.

BEING the same property which Glenn Vernon and Eileen Vernon, husband and wife, and Donald Benjamin and Cynthia Benjamin, husband and wife, by Indenture dated August 21, 1981 and recorded in the Recorder's Office in Deed Book Volume 6397, Page 569, granted and conveyed to the Authority.

5. 20<sup>th</sup> & Sidney Parking Plaza (12-F-154)

ALL THAT CERTAIN parcel of ground situate in the 17<sup>th</sup> Ward, City of Pittsburgh, County of Allegheny and Commonwealth of Pennsylvania, being bounded and described as follows:

BEGINNING at the intersection of the northerly side of Wrights Way, 24.03 feet wide, and the easterly side of South Twentieth Street, 60.07 feet wide; Thence from said point of beginning along the easterly side of South Twentieth Street, North 04° 22' 00" East, a distance of 120.14 feet to a point; Thence along the southerly side of Sidney Street, 60.07 feet wide, South 85° 38' 00" East, a distance of 72.09 feet to a point; Thence along the westerly side of a private alley, 4.00 feet wide, South 04° 22' 00" West, a distance of 70.08 feet to a point; Thence through said way and along the line dividing lands now or formerly of the Schiappa Development Corporation, South 85° 38' 00" East, a distance of 24.03 feet to a point; Thence continuing along the line dividing lands now or formerly of the Schiappa Development Corporation, North 04° 22' 00" East, a distance of 2.00 feet to a point; Thence along the line dividing lands now or formerly of the Schiappa Development Corporation, South 85° 38' 00" East, a distance of 20.02 feet to a point; Thence along same North 04° 22' 00" East, a distance of 3.00 feet to a point; Thence along the line of lands now or formerly of Frank J. Aurila and of A. Lillierose, South 85° 38' 00" East, a distance of 40.05 feet to a point; Thence continuing along the line dividing lands now or formerly of A. Lillierose, North 04° 22' 00" East, a distance of 65.08 feet to a point on the southerly right-of-way line of Sidney Street; Thence along the said southerly side of Sidney Street, South 85° 38' 00" East, a distance of 136.16 feet to a point; Thence along the line dividing lands now or formerly of R. Ross, South 04° 22' 00" West, a distance of 120.14 feet to a point on the northerly right-of-way line of Wrights Way, being 24.03 feet wide; Thence along the northerly side of Wrights Way, North 85° 38' 00" West, a distance of 292.35 feet to the point of beginning.

BEING designated as Block 12-F, Lot 154 in the Deed Registry Office.

BEING the same property which Wharton Square Partners, by Indenture dated January 26, 2007 and recorded in the Recorder's Office in Deed Book Volume 13129, Page 197, granted and conveyed to the Authority.

6. 42<sup>nd</sup> & Butler Lot (49-B-237, 49-B-238, 49-B-241)

(a) 49-B-237

ALL THAT CERTAIN lot or piece of ground situate in the Ninth (9<sup>th</sup>) Ward of the City of Pittsburgh, (formerly 17<sup>th</sup> Ward Pittsburgh), County of Allegheny and Commonwealth of Pennsylvania, being Lot No. 12 in the Jas. Robinson, et al. Plan of Building Lots, as recorded in the Recorder's Office in Plan Book Volume 1, page 54, being bounded and described as follows:

BEGINNING at the Southwesterly corner of Butler Street and Forty-third Street; thence Southwesterly along Butler Street, 25 feet; thence along the Dividing Line between Lots Nos. 12 and 13, Southeasterly 100 feet to a 10 foot Alley, known as Pleasant Way; thence along said Alley, Northeasterly 12.2 feet to Forty-third Street; thence along Forty-third Street, Northwesterly 100.78 feet to the place of beginning.

BEING designated as Block 49-B, Lot 237 in the Deed Registry Office.

BEING the same property which Winton H. Beck, Jr. and Betty J. Beck, husband and wife, by Indenture dated December 5, 1975 and recorded in the Recorder's Office in Deed Book Volume 5560, Page 193, granted and conveyed to the Authority.

(b) 49-B-238

ALL THAT CERTAIN lot or piece of ground situate in the Ninth (9<sup>th</sup>) Ward of the City of Pittsburgh (formerly 17<sup>th</sup> Ward, Pgh.) County of Allegheny and Commonwealth of Pennsylvania, being Lot No. 13 in a Plan of lots laid out by James Robinson and William Forsythe, as recorded in the Recorder's Office in Plan Book Volume 1, page 54, being bounded and described as follows:

BEGINNING on the Southeasterly side of Butler Street, at the corner of Lot No. 12 in said plan; thence Southwestwardly along Butler Street, 25 feet to the corner of Lot No. 14 in said plan; thence along the line dividing Lots Nos. 13 and 14, Southeastwardly 100 feet to the line of Lot No. 37 in said plan; thence Northeastwardly along the line of Lot No. 37 towards Forty-third Street, 25 feet to the corner of Lot No. 12 aforesaid; thence Northwestwardly along the line dividing Lots Nos. 12 and 13, 100 feet to Butler Street at the corner of Lot No. 12, the place of beginning.

BEING designated as Block 49-B, Lot 238 in the Deed Registry Office.

BEING the same property which George Basaca and Anna Basaca, husband and wife, Jemes Seder, Executor of the Estate of Harry Seder, and Alice J. Lardas and Theodora Kartsonas, Co-Executrices of the Estate of Gust Petinos, by Indenture dated December 19, 1975 and recorded in the Recorder's Office in Deed Book Volume 5564, Page 309, granted and conveyed to the Authority.

(c) 49-B-241

ALL THOSE CERTAIN lots or pieces of ground situate in the Ninth (9<sup>th</sup>) Ward of the City of Pittsburgh, County of Allegheny and Commonwealth of Pennsylvania, being Lots Nos. 14 and 15 in plan laid out by James Robinson, et al, as recorded in the Recorder's Office in Plan Book Volume 1, page 54, being bounded and described as follows:

BEGINNING at the Northeasterly corner of Butler Street and Forty-second Street; thence Northeasterly along Southeasterly side of Butler Street, 50 feet; thence along Dividing Line between Lots Nos. 13 and 14 Southeasterly 100 feet, more or less to Northwesterly line of an Alley; thence along said Alley, Southwesterly 62 feet, 10 inches, more or less, to Northeasterly line of Forty-second Street; thence Northwesterly along Forty-second Street 100 feet, 9-5/8 inches, more or less, to Southeasterly line of Butler Street at the place of beginning.

BEING designated as Block 49-B, Lot 241 in the Deed Registry Office.

BEING the same property which Community Savings Association, by Indenture dated October 24, 1975 and recorded in the Recorder's Office in Deed Book Volume 5553, Page 249, granted and conveyed to the Authority.

7. 5224 Butler Street Parking Plaza (80-C-63, 80-C-64, 80-C-65)

(a) 80-C-63

ALL THAT CERTAIN lot or piece of ground situate in the Tenth Ward of the City of Pittsburgh, County of Allegheny and Commonwealth of Pennsylvania, being Lot No. 15 in the Plan of Lots laid out by the Heirs of Martha K. Duncan, deceased, as recorded in the Recorder's Office in Plan Book Volume 6, pages 236 and 237, bounded and described as follows:

BEGINNING on the Southerly side of Butler Street, at the dividing line between Lots Nos. 14 and 15 in said Plan; thence Southwardly along said dividing line, 132.07 feet to Dresden Alley; thence Eastwardly along the line of said Alley, 20 feet to the dividing line between Lots Nos. 15 and 16 in said Plan; thence Northwardly along said dividing line 133.33 feet to Butler Street aforesaid; thence Westwardly along the line of said Butler Street, 20.03 feet to the place of beginning.

SUBJECT TO rights of adjoining owners in and to the use of party walls located partly upon insured premises and partly upon adjoining premises.

SUBJECT TO the express covenant that Grantee(s), (his/her/its/their) heirs, executors, administrators, successors and assigns shall maintain the property in compliance with all applicable zoning, building and health codes.

BEING designated as Block 80-C, Lot 63 in the Deed Registry Office.

BEING a part of the same property which the City, by Indenture dated November 24, 2004 and recorded in the Recorder's Office in Deed Book Volume 12294, Page 256, granted and conveyed to the Authority.

(b) 80-C-64

ALL THAT CERTAIN lot or piece of ground situate in the Tenth Ward of the City of Pittsburgh, County of Allegheny and Commonwealth of Pennsylvania being Lot No. 14 in the Plan of Lots laid out by the heirs of Martha K. Duncan, deceased, as recorded in the Recorder's Office in Plan Book Volume 6, pages 236 and 237, bounded and described as follows:

BEGINNING on the southeasterly side of Butler Street, at the dividing line between Lots Nos. 13 and 14 in said Plan; thence northeastwardly along said Butler Street 20.03 feet to the dividing line of Lots numbered 14 and 15 of said Plan; thence southeastwardly along said last mentioned dividing line, 132.07 feet, more or less to Dresden Way; thence southwardly along Dresden Way, 20 feet to the dividing line between Lots Nos. 13 and 14 aforesaid; thence northwestwardly along said last mentioned dividing line, 130.81 feet, more or less to Butler Street, the place of beginning.

SUBJECT TO the express covenant that Grantee(s), (his/her/its/their) heirs, executors, administrators, successors and assigns shall maintain the property in compliance with all applicable zoning, building and health codes.

BEING designated as Block 80-C, Lot 64 in the Deed Registry Office.

BEING a part of the same property which the City, by Indenture dated November 24, 2004 and recorded in the Recorder's Office in Deed Book Volume 12294, Page 256, granted and conveyed to the Authority.

(c) 80-C-65

ALL THAT CERTAIN lot or piece of ground situate in the Tenth Ward of the City of Pittsburgh, County of Allegheny and Commonwealth of Pennsylvania, being Lot No. 13 in the Plan of Lots laid out by the Heirs of Martha K. Duncan, deceased, as recorded in the Recorder's Office in Plan Book Volume 6, pages 236 and 237, bounded and described as follows:

BEGINNING on the southerly side of Butler Street, at the dividing line between Lots Nos. 12 and 13 in said Plan; thence extending along the southerly side of said Butler Street northeastwardly 20 feet, more or less, to the dividing line between Lots Nos. 13 and 14 in said Plan; thence along said dividing line southeastwardly 130 feet, more or less, to Dresden Way; thence along said Dresden Way 20 feet to said dividing line between Lots Nos. 12 and 13 in said Plan; thence along said dividing line between Lots Nos. 12 and 13 in said Plan northwestwardly 130 feet, more or less, to Butler Street, at the place of beginning.



SUBJECT TO the express covenant that Grantee(s), (his/her/its/their) heirs, executors, administrators, successors and assigns shall maintain the property in compliance with all applicable zoning, building and health codes.

BEING designated as Block 80-C, Lot 65 in the Deed Registry Office.

BEING a part of the same property which the City, by Indenture dated November 24, 2004 and recorded in the Recorder's Office in Deed Book Volume 12294, Page 256, granted and conveyed to the Authority.

8. Ansley/Beatty Lot (83-P-275)

ALL THAT CERTAIN lot or parcel of ground situate in the Eleventh (11<sup>th</sup>) Ward of the City of Pittsburgh, County of Allegheny and Commonwealth of Pennsylvania being bounded and described as follows:

BEGINNING at a point on the westerly line of Beatty Square (formerly North Beatty Street), said point being distant North 24° 52' 21.6" East 195.00 feet from the intersection of said westerly line of Beatty Square and the northerly line of Penn Mall; thence northwestwardly North 65° 07' 38.4" West a distance of 64.00 feet to a point on the easterly line of property now or formerly of Franchise Realty Interstate Corporation; thence northeastwardly along said line North 24° 52' 21.6" East a distance of 145.00 feet to the southerly line of Ansley Street; thence southeastwardly along said line South 65° 07' 38.4" East a distance of 39.00 feet to a point of curve; thence by an arc of a circle deflecting to the right, having a radius of 25.00 feet and a central angle of 90° 00' 00" for an arc distance of 39.27 feet to a point of tangent on the westerly line of Beatty Square; thence southwestwardly along said line South 24° 52' 21.6" West a distance of 120.00 feet to a point at the place of beginning.

SUBJECT TO the following covenants: that the Grantee, for itself and its successors and assigns, to or of the Property or any part thereof, shall:

- (a) Not effect or execute any agreement, lease, conveyance, or other instrument whereby the Property or any part thereof is restricted upon the basis of age, race, religion, color, sex, or national origin in the sale, lease or occupancy thereof;
- (b) Not discriminate in the use, sale, or lease of any or all of the Property or buildings or structures thereon against any person because of age, race, religion, color, sex, or national origin; nor shall any person be deprived of the right to live on the Property or use any of the facilities therein by reason of age, race, religion, color, sex, or national origin; and
- (c) Comply with all State and local laws, in effect from time to time, prohibiting discrimination or segregation by reason of age, race, religion, color, sex, or national origin in the sale, lease, or occupancy of the Property.

BEING designated as Block 83-P, Lot 275 in the Deed Registry Office.

BEING the same property which the Urban Redevelopment Authority of Pittsburgh (the “URA”), by Indenture dated August 25, 1978 and recorded in the Recorder’s Office in Deed Book Volume 5993, Page 917, granted and conveyed to the Authority.

9. Asteroid Way Lot (14-B-342)

ALL THAT CERTAIN lot or piece of ground situate in the Eighteenth (18<sup>th</sup>) Ward of the City of Pittsburgh, County of Allegheny and Commonwealth of Pennsylvania, being part of Purpart “C” in the partition of the Estate of Jacob Schaffner, deceased, at No. 10 June Term, 1902 in the Orphan’s Court of Allegheny County, Pennsylvania, the said part of said lot hereby conveyed being bounded and described as follows:

BEGINNING at the Southwesterly corner of Warrington Avenue and Asteroid Way; thence extending in front or width Westwardly along the said Warrington Avenue, 33.44 feet to the Easterly line of a private alley 2.45 feet wide; thence Southwardly and parallel with Asteroid Way, 86 feet , 8 inches to a point; thence Eastwardly and parallel with Warrington Avenue, 33.44 feet to a line of Asteroid Way; and thence Northwardly along Asteroid Way, 86 feet, 8 inches to Warrington Avenue at the place of beginning.

TOGETHER with the right, use and enjoyment of said private alley 2.45 feet wide from Warrington Avenue for a distance of 60 feet as shown in partition hereinabove referred to, and also the right, use and enjoyment of a certain sewer at present laid and constructed on the property now or formerly owned by Charles J. Schuck, et ux, and located immediately to the rear of the property hereby conveyed and which said sewer at present used in connection with the property and premises hereby conveyed.

BEING designated at Block 14-B, Lot 342, in the Deed Registry Office.

BEING the same property which Eugene P. Sierocki, by Indenture dated June 15, 1981 and recorded in the Recorder’s Office in Deed Book Volume 6377, Page 290, granted and conveyed to the Authority.

10. Beechview Lot (35-F-282)

ALL THAT CERTAIN lot or piece of ground situated in the Nineteenth (19<sup>th</sup>) Ward of the City of Pittsburgh, County of Allegheny and Commonwealth of Pennsylvania, being parts of Lots Numbered Fifty-one (51) and Fifty-two (52) and all of Lot No. Fifty-three (53) in the West Liberty Plan of Lots No. 3, of record in the Recorder’s Office in Plan Book Volume 20, pages 118 and 119, being together bounded and described as follows, to-wit:

BEGINNING on the Easterly side of Beechview Avenue, at the dividing line between Lots Numbered Fifty-three (53) and Fifty-four (54) in said Plan; thence South 88° 24’ East along said dividing line, One Hundred Fifteen (115) feet to line of Lot Numbered One Hundred Fifteen (115) in said Plan; thence South 1° 18’ West along said line of Lot Numbered One Hundred Fifteen (115), thirty-eight and forty-nine hundredths (38.49) feet to the Northwesterly side of Broadway, as widened by Ordinance of the City of Pittsburgh, approved May 23, 1929; thence along the Northwesterly side of Broadway, Westwardly by a curve to the left, having a radius of five hundred fifty (550) feet, a

distance of one hundred twelve and ninety hundredths (112.90) feet to a point; thence by a curve to the right, having a radius of ten (10) feet, a distance of twenty-one and sixty-four hundredths (21.64) feet to the point on the easterly side of Beechview Avenue; thence along Beechview Avenue, North 1° 18' East eighty-three and thirty-one hundredths (83.31) feet to the place of beginning.

SUBJECT TO the right of reversion of the Port Authority of Allegheny County contained in the Indenture between the Port Authority of Allegheny County and the Authority dated December 3, 1985 and recorded on November 30, 2005 in the Recorder's Office at Deed Book Volume 12673, Page 336.

BEING designated as Block 35-F, Lot 282 in the Deed Registry Office.

BEING the same property which the Port Authority of Allegheny County, by Indenture dated December 3, 1985 and recorded in the Recorder's Office in Deed Book Volume 12673, Page 336, granted and conveyed to the Authority.

11. Beacon/Bartlett Lot (86-R-20, 86-R-50)

(a) 86-R-20

ALL THAT CERTAIN lot or piece of ground situate in the 14<sup>th</sup> Ward (formerly the 22<sup>nd</sup>) of the City of Pittsburgh, County of Allegheny and Commonwealth of Pennsylvania, being bounded and described as follows, to-wit:

BEGINNING at a point on the southerly side of Bartlett Street at line of land now or late of M. M. Scarborough, which point is distant Westwardly 143.86 feet from Murray Avenue; thence Southwardly along said line of land of Scarborough, a distance of 198.82 feet to a point at line of land of C. D. Armstrong; thence Westwardly along last mentioned line, 71.85 feet to a point at line of land of C. Gray; thence Northwardly along last mentioned line, 198.99 feet to Bartlett Street; thence Eastwardly along Bartlett Street, 79.20 feet to the place of beginning.

BEING designated as Block 86-R, Lot 20 in the Deed Registry Office.

BEING the same property which Rae Weiner, also known as Rae Marshall, by Indenture dated July 28, 1968 and recorded in the Recorder's Office in Deed Book Volume 3703, Page 430, granted and conveyed to the Authority.

(b) 86-R-50

ALL THAT CERTAIN lot or piece of ground situate in the 14<sup>th</sup> Ward of the City of Pittsburgh, County of Allegheny and Commonwealth of Pennsylvania, bounded and described as follows:

BEGINNING on the Northerly side of Beacon Street at a distance of Eighty-five and Seventy-five Hundredths (85.75) feet Westwardly from the Westerly side of Murray Avenue; thence along the Northerly side of Beacon Street, South 83° 32' West a distance of Eighty and no Hundredths (80.00) feet to a point; thence by a line at right angles to said

Beacon Street, North 6° 28' West a distance of Two Hundred Fifteen and Forty-two Hundredths (215.42) feet to a point; thence North 88° 36' East toward Murray Avenue at a distance of Eighty and Thirty-one Hundredths (80.31) feet to a point; thence by a line at right angles to said Beacon Street South 6° 28' East a distance of Two Hundred Eight and Thirty-three Hundredths (208.33) feet to a point on the Northerly side of Beacon Street aforesaid, at the place of beginning.

BEING designated as Block 86-R, Lot 50 in the Deed Registry Office.

BEING the same property which William Elkind and Sue Elkind, husband and wife, Orin M. Raphael and Elizabeth R. Raphael, husband and wife, Harold Stangel and Mildred Stangel, husband and wife, and Herman Gordon and Geraldine Gordon, husband and wife by Indenture dated July 28, 1958 and recorded in the Recorder's Office in Deed Book Volume 3747, Page 421, granted and conveyed to the Authority.

12. Brownsville/Sankey Lot (94-P-234, 94-P-277)

(a) 94-P-234

Parcel A:

ALL THOSE CERTAIN lots or pieces of ground, situate in the 29<sup>th</sup> Ward of the City of Pittsburgh, County of Allegheny, Commonwealth of Pennsylvania, being known as Lot No. 11 and Lot No. 12 and parts of Lots No. 1 and No. 2 in Margaret B. McWilliams Plan of Lots, recorded in the Recorder's Office in Plan Book Volume 16, page 56, all of which are more particularly bounded and described as follows, to-wit:

BEGINNING on the Southerly side of Churchview Avenue (formerly Church Avenue) at a point in the dividing line, dividing Lots No. 10 and 11 in said plan; thence extending along said Churchview Avenue, North 86° 3' East, more or less, 42.75 ft. to the Westerly right of line of Sankey Avenue; thence southerly along the Westerly line of Sankey Avenue, South 37° 37' 30" West, 318.11 ft., more or less, to a point which point is north a distance of 182.29 feet northeasterly from the Northwest corner of Sankey Avenue and Brownsville Road; thence North 52° 22' 30" West, a distance of 35.74 ft.; thence North 37° 37' 30" East, a distance of 9 ft. to a point; thence North 52° 22' 33" West, a distance of 35.74 ft. to a point on the line of property now or formerly of C. A. Woestehoff; thence along said line North 37° 37' 30" East, a distance of 49.09 ft. to a point in the line dividing Lots Nos. 10 and 11 in said plan; thence North 37° 37' 30" East, 210.50 ft. to the Southerly side of Churchview Avenue, the place of beginning.

BEING designated as a part of Block 94-P, Lot 234 in the Deed Registry Office.

BEING the same property which the Authority, by Declaration of Taking filed July 7, 1977 in the Recorder's Office in Deed Book Volume 5801, Page 65, acquired from Landau Brothers Building Company.

Parcel B:

ALL that parcel of land situate in the 29<sup>th</sup> Ward of the City of Pittsburgh, County of Allegheny, Commonwealth of Pennsylvania, being part of Lot No. 2 in Margaret B. McWilliams Plan of Lots, recorded in the Recorder's Office in Plan Book Volume 16, page 56, which is more particularly bounded and described as follows:

BEGINNING at a point on the Westerly line of Sankey Avenue at a distance of 181.29 feet more or less northerly from the northwesterly corner of Sankey Avenue and Brownsville Road; thence north 52° 22' 30" west a distance of 35.74 feet to a point on the northerly line of property now or formerly of Sam and Lena Klein; thence from said point of beginning north 52° 22' 30" west a distance of 35.74 feet to a point; thence north 37° 37' 30" east a distance of nine (9) feet to a point; thence south 52° 22' 30" east a distance of 35.74 feet to a point; thence south 37° 37' 30" west a distance of nine (9) feet to a point, being the place of beginning.

BEING designated as a part of Block 94-P, Lot 234 in the Deed Registry Office.

BEING the same property which the Authority, by Declaration of Taking filed July 7, 1977 in the Recorder's Office in Deed Book Volume 5801, Page 65, acquired from Cavis, Inc.

(b) 94-P-277

ALL THAT CERTAIN lot or piece of ground situate in the 29<sup>th</sup> Ward of the City of Pittsburgh, County of Allegheny and Commonwealth of Pennsylvania comprising parts of Lots Numbers 3, 4 and 5 in McWilliams Plan of Lots, as recorded in the Recorder's Office in Plan Book Volume 16, Page 56, bounded and described as follows to-wit:

BEGINNING on the Easterly side of Brownsville Road, 60 feet from line dividing Lots Numbers 5 and 6 in said plan; thence extending along the Easterly side of Brownsville Road, South 24° 41' East, 61.30 feet to a point in line of land conveyed to Clara Woestehoff, Volume 2587, Page 468; thence along said line of land of Clara Woestehoff, North 38° 40' East, 57.50 feet to a point; thence continuing along same North 65° 15' East, 37.38 feet to a point; thence along said property, South 51° 20' East, 35.70 feet to a point in line of land dividing Lots Numbers 2 and 3; thence along said last mentioned line, North 38° 40' East, 86.26 feet to a point; thence along the dividing line between Lots Numbers 3, 4, 5, 10, 9 and 8, North 51° 20' West, 107.22 feet to a point in the dividing line between Lots Numbers 5 and 6; thence South 38° 40' West, 149.70 feet to the Easterly line of Brownsville Road at the place of beginning.

RESERVING an easement 1.03 feet in width from Brownsville Road, 60 feet in width to a depth of approximately 55.5 feet along the property line of North 30° 40' East, 57.50 feet for the purpose of widening a sidewalk servicing the existing 2 story brick building lying to the South of the above described lot and also in the ownership of the Grantor. Such easement shall run with the land for so long as said sidewalk services the existing structure on the adjacent property and for only so long as said structure continues to exist. Grantor herein shall perform all repairs, maintenance, replacement, removal of ice, snow and debris from the easement area and any sidewalk thereon and save harmless and

indemnify the Grantee herein from any liability and damages arising from the use of the easement area.

BEING designated as Block 94-P, Lot 277 in the Deed Registry Office.

BEING the same property which Clara A. Woestehoff, a widow, by Indenture dated March 25, 1977 and recorded in the Recorder's Office in Deed Book Volume 5757, Page 763, granted and conveyed to the Authority.

13. Intentionally Omitted

14. Douglas/Phillips Lot (87-C-251, 87-C-253, 87-C-255, 87-C-262, 87-C-264)

(a) 87-C-251

ALL THAT CERTAIN lot or piece of ground situate in the Fourteenth Ward of the City of Pittsburgh, County of Allegheny, and Commonwealth of Pennsylvania, known as Lot No. 8 in the Shady Avenue Plan, as laid out by the Shady Avenue Land Company and recorded in the Recorder's Office in Plan Book Volume 24, pages 86 and 87, being bounded and described as follows, to-wit:

BEGINNING at a point on the Northerly side of Phillips Avenue at the dividing line between Lots Nos. 7 and 8 in said Plan, distant 190.33 feet Eastwardly from the Northeastwardly corner of Murray Avenue and Phillips Avenue; thence by said line of Phillips Avenue, South 85° 50' 30" East, 44 feet to the Westwardly line of Lot No. 9 of said Plan; thence by said line, North 4° 09' 30" East, 80 feet to the Southerly line of Lot No. 1 in said Plan; thence by said line, North 85° 50' 30" West, 44 feet to the Eastwardly line of Lot No. 7 in said Plan; thence by said line, South 4° 09' 30" West, 80 feet to the Northerly line of Phillips Avenue at the place of beginning.

BEING designated as Block 87-C, Lot 251 in the Deed Registry Office.

BEING the same property which Sophie Schwartz, widow, Sidney Rosenthal and Rose Rosenthal, husband and wife, Edward Schore and Ida Schore, husband and wife, Louis Berger and Tillie Berger, husband and wife, and Lee S. Kaufman and Belle Kaufman, husband and wife, by Indenture dated March 17, 1969 and recorded in the Recorder's Office in Deed Book Volume 4717, Page 201, granted and conveyed to the Authority.

(b) 87-C-253

ALL THAT CERTAIN lot or piece of ground situate in the Fourteenth (formerly Twenty-Second) Ward of the City of Pittsburgh, County of Allegheny and Commonwealth of Pennsylvania, being Lot No. 7 in the Shady Avenue Plan of Lots as laid out by the Shady Avenue Land Company and recorded in the Recorder's Office in Plan Book Volume 24, pages 86 and 87, and bounded and described as follows, to-wit:

BEGINNING at a point on the northerly side of Phillips Avenue on the dividing line between Lots Nos. 6 and 7 in said Plan; thence eastwardly by the line of Phillips Avenue, 44 feet to the westerly line of Lot No. 8 in said Plan; thence by the westerly line of Lot

No. 8 North 4° 09' 30" East 80 feet to the southerly line of Lot No. 2 in said Plan; thence by the said southerly line of said Lot No. 2 North 85° 50' 30" West 44 feet to the easterly line of Lot No. 6 in said Plan; thence southwardly by the easterly line of Lot No. 6 in said Plan 80 feet to Phillips Avenue aforesaid at the place of beginning.

BEING designated as Block 87-C, Lot 253 in the Deed Registry Office.

BEING the same property which Belle G. Schiff and Minnie M. Schiff, by Indenture dated May 7, 1969 and recorded in the Recorder's Office in Deed Book Volume 4727, Page 45, granted and conveyed to the Authority.

(c) 87-C-255

ALL THAT CERTAIN lot of ground situate in the 14<sup>th</sup> Ward of the City of Pittsburgh, County of Allegheny and Commonwealth of Pennsylvania, being Lot No. 6 in the Shady Avenue Plan of Lots of record in the Recorder's Office in Plan Book Vol. 24, Pages 86 and 87, bounded and described as follows, to wit:

BEGINNING at a point on the Northerly side of Phillips Avenue at the dividing line between Lots Nos. 5 and 6 in said plan; thence Eastwardly by the line of Phillips Avenue, South 85° 50' 30" East. 46 feet to a point at the dividing line between Lots Nos. 6 and 7 in said plan; thence Northwardly along dividing line between said lots Nos. 6 and 7 in said plan, North 4° 9' 30" East, 80 feet to the Southerly line of Lot No. 2 in said plan; thence Westwardly along said Southerly line of Lot No. 2, North 85° 50' 30" West, 39.55 feet to the Easterly line of Lot No. 3 in said plan; thence Southwardly by said Easterly line of Lot No. 3 and by the Easterly line of Lots Nos. 4 and 5 in said plan, South 8° 47' West, 80.26 feet to a point on the Northerly line of Phillips Avenue, at the place of beginning.

BEING designated as Block 87-C, Lot 255 in the Deed Registry Office.

BEING the same property which Solomon J. Jakobovitz and Brenda Jakobovitz, husband and wife, by Indenture dated January 14, 1969 and recorded in the Recorder's Office in Deed Book Volume 4692, Page 593, granted and conveyed to the Authority.

(d) 87-C-262

ALL THAT CERTAIN lot or piece of land situate in the 14<sup>th</sup> Ward of the City of Pittsburgh, County of Allegheny and Commonwealth of Pennsylvania, being Lot No. 2 in the Shady Avenue Plan of Lots, laid out by the Shady Avenue Land Company, and recorded in the Recorder's Office in Plan Book Vol. 24, pages 86 and 87, bounded and described as follows, to-wit:

BEGINNING on the Southerly side of Douglas Avenue, at the dividing line between Lots Nos. 2 and 3 in said plan; thence along said side of Douglas Avenue North 80° 54' East 66.40 feet to the dividing line between Lots Nos. 1 and 2 in said plan; thence along said dividing line South 9° 6' East 65.36 feet to the line dividing Lot No. 2 from Lots Nos. 6 and 7 in said plan; thence along said dividing line North 85° 50' 30" West 83.53 feet to

the dividing line between Lots Nos. 2 and 3 in said plan; thence along said dividing line, North 8° 47' East 48.54 feet to Douglas Avenue, at the place of beginning.

BEING designated as Block 87-C, Lot 262 in the Deed Registry Office.

BEING the same property which Albert Wendorff and Esther Kochin, Executors of the Estate of Nathan Wendorff, by Indenture dated November 16, 1968 and recorded in the Recorder's Office in Deed Book Volume 4688, Page 293, granted and conveyed to the Authority.

(e) 87-C-264

ALL THAT CERTAIN tract of ground situate in the Fourteenth Ward, City of Pittsburgh, County of Allegheny and Commonwealth of Pennsylvania, being part of Lot No. 1 and part of Lot No. 9 in Shady Avenue Plan, of record in the Recorder's Office in Plan Book Volume 24, Pages 86 and 87 and also part of Lot No. 91 in Plan of D. E. Park, of record in the Recorder's Office in Plan Book Volume 16, Pages 92 and 93, being bounded and described as follows, to-wit:

BEGINNING on the Southerly line of Douglas Avenue at line dividing Lots Nos. 1 and 2 in Shady Avenue Plan; thence along said line of Douglas Avenue, North 80° 54' East, 50 feet to a point; thence by line at right angles with Douglas Avenue, South 9° 06' East, 76.58 feet, more or less, to a point; thence South 89° 44-1/2' West, 7.13 feet, more or less, to a point being the Southeasterly corner of aforesaid Lot No. 1 in Shady Avenue Plan; thence North 85° 50-1/2' West, 44 feet to a point; thence by line common to Lots Nos. 1 and 2 in the aforesaid Shady Avenue Plan, North 9° 06' West, 65.36 feet to the place of beginning.

BEING designated as Block 87-C, Lot 264 in the Deed Registry Office.

BEING the same property which George Hiller, widower, by Indenture dated April 29, 1969 and recorded in the Recorder's Office in Deed Book Volume 4505, Page 488, granted and conveyed to the Authority.

15. East Ohio Street Lot (23-S-161, 23-S-171, 23-S-172, 23-S-173, 23-S-174, 23-S-177, 23-S-189, 23-S-191, 23-S-192, 23-S-193)

(a) 23-S-161

ALL THAT CERTAIN lot or piece of ground situate in the 23<sup>rd</sup> Ward of the City of Pittsburgh, County of Allegheny and Commonwealth of Pennsylvania, bounded and described as follows:

BEGINNING at a point on the northerly line of East Ohio Street distant Easterly 120.83 feet from the northeasterly corner of East Ohio Street and James Street, and line of land now or later of Peter Raehn; thence Easterly along East Ohio Street 16.8 feet; thence northerly on a line parallel with James Street, 110.12 feet to Emlin Way; thence Westerly along Emlin Way 16.81 feet to a point at line of land now or late of Peter Raehn; thence Southerly along said line 110.125 feet to East Ohio Street to the place of beginning.



BEING designated as Block 23-S, Lot 161 in the Deed Registry Office.

BEING the same property which Leland J. Balber, Administrator D.B.N., C.T.A. of the estate of Louis Balber, by Indenture dated October 29, 1980 and recorded in the Recorder's Office in Deed Book Volume 6315, Page 298, granted and conveyed to the Authority.

(b) 23-S-171

ALL THAT CERTAIN lot or piece of ground situate in the Twenty-third Ward of the City of Pittsburgh, County of Allegheny and Commonwealth of Pennsylvania, bounded and described, as follows to wit:

BEGINNING at the Northwesterly corner of Middle Street and Emlin Alley; thence Northwardly along Middle Street fourteen and 56/100 (14.56) feet to a point; thence Westwardly, on a line parallel with Emlin Alley, sixty and 10/100 (60.10) feet to a point; thence Southwardly fourteen and 56/100 (14.56) feet to Emlin Alley at a point distant Westwardly sixty and 105/1000 (60.105) feet from Middle Street; thence Eastwardly along Emlin Alley sixty and 105/1000 (60.105) feet to Middle Street at the place of beginning.

BEING designated as Block 23-S, Lot 171 in the Deed Registry Office.

BEING the same property which Esther L. Goldbach, by Indenture dated September 10, 1980 and recorded in the Recorder's Office in Deed Book Volume 6295, Page 323, granted and conveyed to the Authority.

(c) 23-S-172

ALL THAT CERTAIN lot or piece of ground situate in the 23<sup>rd</sup> Ward of the City of Pittsburgh, County of Allegheny and Commonwealth of Pennsylvania, bounded and described as follows:

BEGINNING at a point in the Westerly line of Middle Street, distant Southwardly 79.95 feet from the Southwesterly corner of Middle Street and Foreland Street; thence Southwardly along Middle Street, 15.58 feet to a point, and at line of land now or formerly of C. W. Steurnagle; thence Westwardly along the last mentioned line 60.10 feet to a point and at line of land now or formerly of William M. Hensel; thence Northwardly along the last mentioned line, 15.58 feet to a point; thence Eastwardly on line parallel with Foreland Street 60.095 feet to Middle Street at the place of beginning.

BEING designated at Block 23-S, Lot 172 in the Deed Registry Office.

BEING the same property which William D. Pasko and Jeannette T. Pasko, husband and wife, by Indenture dated September 11, 1980 and recorded in the Recorder's Office in Deed Book Volume 6295, Page 327, granted and conveyed to the Authority.

(d) 23-S-173

ALL THAT CERTAIN lot or piece of ground situate in the 23<sup>rd</sup> Ward of the City of Pittsburgh, County of Allegheny, Commonwealth of Pennsylvania, being bounded and described as follows, to-wit:

BEGINNING at a point on the westerly line of Middle Street, distant Southwardly 64.50 feet from the Southwesterly corner of Middle Street and Foreland Street, and at line of land now or formerly of Catherine Heineman; thence Southwardly along Middle Street, 15.45 feet to a point; thence Westwardly on a line parallel with Foreland Street, 60.095 feet to a point, said point at line of lands of now or formerly W. L. Hensel; thence Northwardly along last mentioned line. 15.45 feet to a point at line of lands of now or formerly Heineman aforementioned; thence Eastwardly along last mentioned line, 60.09 feet to the line of Middle Street at the place of beginning.

BEING designated as Block 23-S, Lot 173 in the Deed Registry Office.

BEING the same property which Katherine Lee, unmarried and Freda Frey, unmarried, by Indenture dated September 17, 1980 and recorded in the Recorder's Office in Deed Book Volume 6297, Page 870, granted and conveyed to the Authority.

(e) 23-S-174

ALL THAT CERTAIN lot or piece of ground situate in the 23<sup>rd</sup> Ward of the City of Pittsburgh, County of Allegheny and Commonwealth of Pennsylvania bounded and described as follows:

BEGINNING on the Westerly side of Middle Street at a point distant 43.50 feet Southwardly from the Southwesterly corner of Middle Street and Foreland Street; thence Southwardly along Middle Street, 21 feet to a point; thence Westwardly by a line parallel with Foreland Street 60.095 feet to a point; thence Northwardly 21 feet to a point; thence Eastwardly by a line parallel with Foreland Street 60.09 feet to Middle Street at the place of beginning.

BEING designated as Block 23-S, Lot 174 in the Deed Registry Office.

BEING the same property which Rudolph A. Puz and Mercedes G. Puz, husband and wife, by Indenture dated September 12, 1980 and recorded in the Recorder's Office in Deed Book Volume 6295, Page 890, granted and conveyed to the Authority.

(f) 23-S-177

ALL THOSE CERTAIN lots or pieces of ground situate in the 23<sup>rd</sup> Ward of the City of Pittsburgh, County of Allegheny and Commonwealth of Pennsylvania being bounded and described as follows:

Parcel A:

BEGINNING at the Southwest corner of Middle Street and Foreland Street; thence Southwardly along Middle Street 43.50 feet to a point; thence Westwardly on a line parallel with Foreland Street 60.09 feet to a point; thence Northwardly 43.50 feet to Foreland Street at a point distant 60.08 feet Westwardly from the Southwest corner of Foreland Street and Middle Street; thence Eastwardly along Foreland Street 60.08 feet to Middle Street at the place of beginning.

Parcel B:

BEGINNING at a point on the Southerly side of Foreland Street, distant Westwardly 60.08 feet from the Southwesterly corner of Foreland and Middle Streets and at the Westerly line of property first mentioned in this deed; thence Westwardly along Foreland Street, 13.80 feet to line of property now or formerly of J. H. Erk, et al; thence Southwardly along line of last named property 55.045 feet to a point; thence Eastwardly along the property of Albert Way, 13.80 feet to line of property now or formerly of Kate Heneman; thence Northwardly along line of last mentioned property and the Westerly line of property first mentioned in this deed a distance of 55.045 feet to the place of beginning.

BEING designated as Block 23-S, Lot 177 in the Deed Registry Office.

BEING the same property which William J. Schrim and Lottie J. Schrim, husband and wife, by Indenture dated April 29, 1981 and recorded in the Recorder's Office in Deed Book Volume 6363, Page 515, granted and conveyed to the Authority.

(g) 23-S-189

Parcel A:

ALL THAT CERTAIN lot or piece of ground situate in the Twenty-third Ward of the City of Pittsburgh, County of Allegheny and Commonwealth of Pennsylvania, being bounded and described as follows:

BEGINNING at a point in the Southerly line of Foreland Street, distant Eastwardly 151.18 feet from the Southeasterly corner of Foreland and James Streets; thence Eastwardly along Foreland Street, a distance of 47.92 feet to a point, and at line of land now or late of John Martens; thence Southwardly along said line, a distance of 110.090 feet to Emlin Alley; thence Westwardly along Emlin Alley, a distance of 47.92 feet to the Easterly line of property now or late of Renetta C. Enders; thence Northwardly along said Enders line and parallel with James Street, a distance of 110.09 feet to Foreland Street at the place of beginning.

BEING designated as part of Block 23-S, Lot 189 in the Deed Registry Office.

BEING a part of the same property which Raymond Goldstein and Ann M. Goldstein, husband and wife, by Indenture dated February 4, 1972 and recorded in the Recorder's Office in Deed Book Volume 5057, Page 725, granted and conveyed to the Authority.

Parcel B:

ALL THAT CERTAIN lot or piece of ground situate in the Twenty-third (23<sup>rd</sup>) Ward of the City of Pittsburgh, County of Allegheny and Commonwealth of Pennsylvania, being bounded and described as follows:

BEGINNING at a point on the Southerly side of Foreland Street, said point being distant Eastwardly 199.10 feet from the Southeasterly corner of Foreland Street and James Street; thence Eastwardly along Foreland Street, a distance of 19 feet to a point at line of land now or formerly of Henry J. McGowen; thence Southwardly along the last mentioned line 110.09 feet to Emlan Way; thence Westwardly along Emlan Way, a distance of 19 feet to a point; thence Northwardly 110.09 feet to Foreland Street, at the place of beginning.

BEING designated as part of Block 23-S, Lot 189 in the Deed Registry Office.

BEING a part of the same property which Raymond Goldstein and Ann M. Goldstein, husband and wife, by Indenture dated February 4, 1972 and recorded in the Recorder's Office in Deed Book Volume 5057, Page 725, granted and conveyed to the Authority.

Parcel C:

ALL THAT CERTAIN lot or piece of ground situate in the Twenty-third (23<sup>rd</sup>) Ward of the City of Pittsburgh, County of Allegheny and Commonwealth of Pennsylvania, being bounded and described as follows:

BEGINNING at a point on the Southerly side of Foreland Street, distant 120.18 feet Southwestwardly from the Southwesterly corner of Foreland and Middle Streets; thence Westwardly along Foreland Street, a distance of 24.17 feet to a point; thence Southwardly, a distance of 110.09 feet to Emlin Street; thence Eastwardly along Emlin Street a distance of 24.17 feet to a point; and thence Northwardly, a distance of 110.09 feet to the point on the Southerly side of Foreland Street, at the place of beginning.

BEING designated as part of Block 23-S, Lot 189 in the Deed Registry Office.

BEING a part of the same property which Raymond Goldstein and Ann M. Goldstein, husband and wife, by Indenture dated February 4, 1972 and recorded in the Recorder's Office in Deed Book Volume 5057, Page 725, granted and conveyed to the Authority.

Parcel D:

ALL THAT CERTAIN lot or piece of ground situate in the Twenty-third (23<sup>rd</sup>) Ward of the City of Pittsburgh, County of Allegheny and Commonwealth of Pennsylvania, being bounded and described as follows:

BEGINNING on the Northerly side of Emlin Alley, at a point distant 90.565 feet Westerly from the Northwesterly corner of Emlin and Middle Street; thence Westerly along Emlin Alley, a distance of 17 feet; thence Northerly by a line at right angles, with Emlin Alley, a distance of 55.07 feet; thence Easterly on a line parallel with Emlin Alley,

a distance of 17 feet; thence Southerly by a line at right angles to Emlin Alley, a distance of 55.09 feet to the place of beginning.

BEING designated as part of Block 23-S, Lot 189 in the Deed Registry Office.

BEING the same property which Louise Buscetta, widow, by Indenture dated May 31, 1972 and recorded in the Recorder's Office in Deed Book Volume 5095, Page 748, granted and conveyed to the Authority.

Parcel E:

ALL THAT CERTAIN lot or piece of ground situate in the Twenty-third (23<sup>rd</sup>) Ward of the City of Pittsburgh, County of Allegheny and Commonwealth of Pennsylvania, being bounded

BEGINNING at a point in the Southerly sideline of Foreland Street, and at line of land now or late of Dollar Savings and Trust Company; thence Southwardly along the last mentioned line, 55 feet to a point; and at line of land now or late of Adam Eidenmiller; thence Westwardly along the last mentioned line 3.46 feet to a point; thence Southwardly, and continuing along line of land now or late of said Eidenmiller, 55.09 feet to Emlin Alley; thence Westwardly along Emlin Alley, 12.64 feet to a point, and at line of land now or late of Henry J. McGowan; thence Northwardly along the last mentioned line, 110.09 feet to Foreland Street; thence Eastwardly along Foreland Street, 16.10 feet to a point, and at line of land now or late of Dollar Savings and Trust Company, aforementioned, the place of beginning.

BEING designated as part of Block 23-S, Lot 189 in the Deed Registry Office.

BEING a part of the same property which Raymond Goldstein and Ann M. Goldstein, husband and wife, by Indenture dated December 23, 1971 and recorded in the Recorder's Office in Deed Book Volume 5044, Page 269, granted and conveyed to the Authority.

Parcel F:

ALL THAT CERTAIN lot or piece of ground situate in the Twenty-third (23<sup>rd</sup>) Ward of the City of Pittsburgh, County of Allegheny and Commonwealth of Pennsylvania, being bounded and described as follows:

BEGINNING at a point on the Southerly side of Foreland Street at a point distant 73.88 feet, Westwardly from the Southwesterly corner of Foreland and Middle Streets; thence Westwardly along the Southerly side of Foreland Street, 30.20 feet to a point; thence in a Southerly direction, 55 feet to a point on the line of land now or formerly of Adam Eidenmuller; thence in an Easterly direction along said line, 14.134 feet (14.20 feet minus 0.66 feet) to a point; thence in a Southerly direction, 55.54 feet (47.95 feet plus 7.50 feet) to a point on the Northerly side of Emlin Street or Alley; thence in an Easterly direction along the Northerly side of Emlin Street, 16.66 feet to a point still on the Northerly side of Emlin Street, which last point is distant 73.905 feet from the Northwesterly corner of Emlin Street and Middle Street; thence in a Northerly direction a distance of 110.45 feet

(47.95 feet plus 62.50 feet) to a point on the Southerly side of Foreland Street, at the place of beginning.

BEING designated as part of Block 23-S, Lot 189 in the Deed Registry Office.

BEING a part of the same property which Raymond Goldstein and Ann M. Goldstein, husband and wife, by Indenture dated December 23, 1971 and recorded in the Recorder's Office in Deed Book Volume 5044, Page 269, granted and conveyed to the Authority.

Parcel G:

ALL THAT CERTAIN lot or piece of ground situate in the Twenty-third (23<sup>rd</sup>) Ward of the City of Pittsburgh, County of Allegheny and Commonwealth of Pennsylvania, being bounded and described as follows:

BEGINNING on the Northerly side of Emlin (formerly Eleanora) Street at a point distant Westwardly 60.08 feet from the corner of Middle Street and Emlin Street; thence Westwardly along Emlin Street, a distance of 13.80 feet to the line of property now or formerly of J. H. Erk, et al; thence northwardly along the line of the last named property, a distance of 55.045 feet to a point, said point being the center line of lot conveyed by the Commonwealth Trust Co., et al, Trustees under the Will of Mary E. Schenley, to William L. Hensel; thence through the center of said lot Eastwardly and parallel with Emlin Street, a distance of 13.80 feet to the line of property now or late of Heineman; thence along the said line of Heineman property and along the line of property now or formerly of Commonwealth Trust Co., et al, and line of property now or formerly of C. W. Steuernagel, a distance of 55.045 feet to Emlin Street, the place of beginning.

BEING designated as part of Block 23-S, Lot 189 in the Deed Registry Office.

BEING the same property which Raymond Goldstein and Ann M. Goldstein, husband and wife, by Indenture dated December 31, 1971 and recorded in the Recorder's Office in Deed Book Volume 5047, Page 117, granted and conveyed to the Authority.

(h) 23-S-191

ALL THAT CERTAIN lot or piece of ground situate in the 23<sup>rd</sup> Ward of the City of Pittsburgh, County of Allegheny and Commonwealth of Pennsylvania being bounded and described as follows:

BEGINNING at a point on the South side of Foreland Street (formerly First Street) at a distance of 121.18 feet Easterly from James Street; thence on a line parallel with James Street Southerly 110.09 feet to Emlin Alley (formerly Elenora Street); thence Easterly along Emlin Alley 30 feet to a point; thence Northerly in a line parallel with James Street 110.09 feet to Foreland Street; thence Westerly along said Foreland Street 30 feet to the place of beginning.

BEING designated as Block 23-S, Lot 191 in the Deed Registry Office.

BEING the same property which Barbara Williams, widow and Kenneth E. Murray, unmarried, by Indenture dated April 14, 1980 and recorded in the Recorder's Office in Deed Book Volume 6260, Page 165, granted and conveyed to the Authority.

(i) 23-S-192

ALL THAT CERTAIN lot or piece of ground situate in the 23<sup>rd</sup> Ward of the City of Pittsburgh, County of Allegheny and Commonwealth of Pennsylvania, bounded and described as follows:

BEGINNING on the Southerly side of Foreland Street, at a point distant Easterly 121.18 feet from Southeasterly corner of James Street and Foreland Street and at Westerly line of land now or late of Renetta Endus; thence Westerly along Foreland Street 14.70 feet; thence Southerly and parallel with James Street 110.09 feet to Emlin Alley; thence along said alley, 14.70 feet to line of land now or later of R. Endus; thence along said line 110.09 feet to Foreland Street at the place of beginning.

BEING designated as Block 23-S, Lot 192 in the Deed Registry Office.

BEING the same property which Theresa Jessop, unmarried by Indenture dated April 21, 1980 and recorded in the Recorder's Office in Deed Book Volume 6246, Page 79, granted and conveyed to the Authority.

(j) 23-S-193

ALL THAT CERTAIN lot or piece of ground situate in the 23<sup>rd</sup> Ward of the City of Pittsburgh, County of Allegheny and Commonwealth of Pennsylvania, bounded and described as follows:

BEGINNING on the Southerly side of Foreland Street at a point Easterly 106.48 feet from the Southeasterly corner of Foreland Street and James Street and at line of land now or late of Susanna W. Lee; thence Westerly along Foreland Street 14.70 feet; thence Southerly by a line parallel with James Street 110.09 feet to Emlin Alley; thence Easterly along Emlin Alley 14.70 feet to line of land now or late of S.W. Lee; thence Northerly along said line and parallel with James Street 110.09 feet to Foreland Street at the place of beginning.

BEING designated as Block 23-S, Lot 193 in the Deed Registry Office.

BEING the same property which Albert Robbizaro, Executor of the Estate of Jennie Robbizaro, by Deed dated April 23, 1980 and recorded in the Recorder's Office in Deed Book Volume 6245, Page 894, granted and conveyed to the Authority.

16. Eva/Beatty Lot (84-B-270)

ALL THAT CERTAIN lot or piece of ground located in the 8<sup>th</sup> Ward of the City of Pittsburgh, Allegheny County, Pennsylvania, being more specifically bounded and described as follow, to-wit:

BEGINNING on the southeast corner of Euclid Avenue and Mignonette Street as said Euclid Avenue was widened by ordinance of 1882; thence east along Mignonette Street 50.86 feet to line of Lot No. 125 in the plan hereinafter mentioned; thence preserving the same width by line parallel with Euclid Avenue 100 feet to a 30 foot street. Being the whole of Lots Nos. 126 and 127 and part of Lot No. 128 in Plan of Lots laid out by the executors of Barbara H. Negley, deceased, as recorded in Plan Book Volume 3, Page 194.

BEING designated as Block 84-B, Lot 270 in the Deed Registry Office.

BEING the same property which Carl A. Helm, by Indenture dated December 11, 1956 and recorded in the Recorder's Office in Deed Book Volume 3582, Page 698, granted and conveyed to the Authority.

17. Forbes/Shady Lot (86-H-43)

ALL THAT CERTAIN lot situate in the 14<sup>th</sup> Ward, City of Pittsburgh, County of Allegheny and Commonwealth of Pennsylvania, bounded and described as follows:

BEGINNING at a point on the westerly side of Shady Avenue at the southerly line of land now or late of C. A. Ruch (formerly M. B. Mervis); thence along said side of Shady Avenue, South 8° East, 15.01 feet to a point on line of land now or late of Kamin Chevrolet Co.; thence by said land, and by land now or late of Raleigh Development Co., South 83° 40' 20" West, 173.90 feet to a point on line of land now or late of M. R. Crate et al; thence by said land, North 2° 01' West, 15.04 feet to a point on line of land now or late of B. Barash; thence by said land and by land now or late of R. H. Michaels and land now or late of C. A. Ruch, North 83° 40' 20" East, 172.326 feet to a point on the westerly side of Shady Avenue at the place of beginning.

BEING designated as Block 86-H, Lot 43 in the Deed Registry Office.

BEING the same property which the City, by Indenture dated April 29, 1963 and recorded in the Recorder's Office in Deed Book Volume 4064, Page 218, granted and conveyed to the Authority.

18. Friendship/Cedarville Lot (51-A-189)

Parcel A:

ALL THAT CERTAIN lot situate in the 8<sup>th</sup> Ward, City of Pittsburgh, County of Allegheny, Commonwealth of Pennsylvania, being designated as Parcel No. 2 in a Plan of "Parcel Dimensions Bloomfield Parking Lot (Site B-A)", prepared for Public Parking Authority of Pittsburgh by Gannett Fleming Coddry & Carpenter, Inc., Consulting Engineers dated April 5, 1965, revised May 3, 1965, said lot being more particularly bounded and described as follows, to-wit:

BEGINNING at a point on the Easterly side of Cedarville Street as widened pursuant to dedication shown on the Friendship-Cedarville Plan as the same is recorded in the Recorder's Office in Plan Book Vol. 77, pp. 131-132, said point being at a point common to Parcels Nos. 1, 2, 3 and 4 on said Plan of Parcel Dimensions; thence from said point



and along the dividing line between Parcels Nos. 2 and 4 on said Plan of Parcel Dimensions the following courses and distances: South 84° 02' 40" East a distance of 71.22 feet; North 5° 57' 20" East a distance of 20.00 feet; North 84° 02' 40" West a distance of 62.94 feet to a point on the Easterly side of Cedarville Street as widened aforesaid; thence from said point and along said side of Cedarville Street as widened North 28° 26' 07" East a distance of 64.94 feet to a point at the dividing line between Parcels Nos. 2 and 8 on said Plan of Parcel Dimensions, said point being also at a point common to Parcels Nos. 2, 5, 7 and 8; thence from said point and along said dividing line between Parcels Nos. 2 and 8 the following three (3) courses and distances: South 84° 02' 40" East a distance of 53.94 feet; South 5° 57' 20" West a distance of 40 feet; South 84° 02' 40" East a distance of 60.45 feet to a point at the dividing line between Parcels Nos. 2 and 6 on said Plan of Parcel Dimensions; thence from said point and along said dividing line South 28° 26' 07" West a distance of 125.63 feet to a point on the Northerly side of Corday Way as widened pursuant to dedication as shown on the Friendship-Cedarville Plan; thence from said point and along said side of Corday Way as widened North 55° 02' 32" West a distance of 121.79 feet to a point on the Easterly side of Cedarville Street as widened aforesaid; thence from said point and along said side of Cedarville Street as widened North 28° 26' 07" East a distance of 18.44 feet to a point at the place of beginning.

SUBJECT TO the dedications and releases made and given by the parties hereto as shown on the Friendship-Cedarville Plan recorded on June 3, 1965 in the Recorder's Office in Plan Book Volume 77, pages 131 and 132.

BEING designated as part of Block 51-A, Lot 189 in the Deed Registry Office.

BEING a part of the same property which the Most Reverend John J. Wright, Bishop of the Roman Catholic Diocese of Pittsburgh, Pennsylvania, Trustee for the Roman Catholic Congregation of Immaculate Conception Church, by Indenture dated June 16, 1965 and recorded in the Recorder's Office in Deed Book Volume 4169, Page 618, granted and conveyed to the Authority.

Parcel B:

ALL THAT CERTAIN lot situate in the 8<sup>th</sup> Ward, City of Pittsburgh, County of Allegheny, Commonwealth of Pennsylvania, being designated as Parcel No. 14 in a Plan of "Parcel Dimensions Bloomfield Parking Lot (Site B-A)", prepared for Public Parking Authority of Pittsburgh by Gannett Fleming Coddry & Carpenter, Inc., Consulting Engineers dated April 5, 1965, revised May 3, 1965, said lot being more particularly bounded and described as follows, to-wit:

BEGINNING at a point on the Southerly side of Friendship Avenue as widened pursuant to dedication shown on said Friendship-Cedarville Plan, said point being at a point common to Parcels Nos. 12, 13, 14 and 16 on said Plan of Parcel Dimensions; thence from said point and along the Southerly side of Friendship Avenue as widened South 36° 02' 10" East a distance of 6.10 feet to a point; thence continuing along said side of Friendship Avenue by the arc of a circle curving to the left having a radius of 160 feet an arc distance of 16.86 feet to a point at the dividing line between Parcels Nos. 14 and 18 on

said Plan of Parcel Dimensions; thence from said point and along said dividing line and the dividing line between Parcels Nos. 14 and 15 on said Plan of Parcel Dimensions South 5° 57' 20" West a distance of 53.01 feet to a point at the dividing line between Parcels Nos. 8 and 14 on said Plan of Parcel Dimensions; thence from said point and along said dividing line North 84° 02' 40" West a distance of 84.01 feet to a point on the Easterly side of Cedarville Street as widened pursuant to dedication shown on said Friendship-Cedarville Plan; thence from said point and along said side of Cedarville Street as widened North 28° 26' 07" East a distance of 4.06 feet to a point at the dividing line between Parcels Nos. 13 and 14 on said Plan of Parcel Dimensions; thence from said point and along said dividing line the following six (6) courses and distances, South 84° 02' 40" East a distance of 54.46 feet; North 5° 57' 20" East a distance of 16.25 feet; South 84° 02' 40" East a distance of 10.00 feet; North 5° 57' 20" East a distance of 20.00 feet; South 84° 02' 40" East a distance of 2.00 feet; North 5° 57' 20" East a distance of 29.47 feet to a point on the Southerly side of Friendship Avenue as widened aforesaid the point at the place of beginning.

SUBJECT TO the dedications and releases made and given by the parties hereto as shown on the Friendship-Cedarville Plan recorded on June 3, 1965 in the Recorder's Office in Plan Book Volume 77, pages 131 and 132.

BEING designated as part of Block 51-A, Lot 189 in the Deed Registry Office.

BEING a part of the same property which the Most Reverend John J. Wright, Bishop of the Roman Catholic Diocese of Pittsburgh, Pennsylvania, Trustee for the Roman Catholic Congregation of Immaculate Conception Church, by Indenture dated June 16, 1965 and recorded in the Recorder's Office in Deed Book Volume 4169, Page 618, granted and conveyed to the Authority.

Parcel C:

ALL THAT CERTAIN lot situate in the 8<sup>th</sup> Ward, City of Pittsburgh, County of Allegheny, Commonwealth of Pennsylvania, being designated as Parcel No. 15 in a Plan of "Parcel Dimensions Bloomfield Parking Lot (Site B-A)", prepared for Public Parking Authority of Pittsburgh by Gannett Fleming Coddry & Carpenter, Inc., Consulting Engineers dated April 5, 1965, revised May 3, 1965, said lot being more particularly bounded and described as follows, to-wit:

BEGINNING at a point on the Westerly side of Edmond Street as formerly located (said Edmond Street having been vacated from the Northerly line of Corday Way to the Southerly line of Friendship Avenue pursuant to Ordinance No. 181, approved May 14, 1965); said point being at a point common to Parcels Nos. 14, 15 and 18 on said Plan of Parcel Dimensions; thence from said point and along the dividing line between Parcels Nos. 15 and 18 South 84° 02' 40" East a distance of 29.01 feet to a point at the dividing line between Parcels Nos. 15 and 17 on said Plan of Parcel Dimensions; thence from said point and along said dividing line South 28° 26' 07" West a distance of 23.55 feet to a point at the dividing line between Parcels Nos. 10 and 15 on said Plan of Parcel Dimensions; said point being also at a point common to Parcels Nos. 9, 10, 15 and 17 on said Plan of Parcel Dimensions; thence from said point and along said dividing line North

05° 57' 20" East a distance of 12.79 feet to a point; thence continuing along said dividing line North 84° 02' 40" West a distance of 20 feet to a point on the Westerly side of Edmond Street as formerly located aforesaid; said point being also on the dividing line between Parcels Nos. 14 and 15 on said Plan of Parcel Dimensions; thence from said point and along said dividing line North 5° 57' 20" East a distance of 8.98 feet to the point at the place of beginning.

SUBJECT TO the dedications and releases made and given by the parties hereto as shown on the Friendship-Cedarville Plan recorded on June 3, 1965 in the Recorder's Office in Plan Book Volume 77, pages 131 and 132.

BEING designated as part of Block 51-A, Lot 189 in the Deed Registry Office.

BEING a part of the same property which the Most Reverend John J. Wright, Bishop of the Roman Catholic Diocese of Pittsburgh, Pennsylvania, Trustee for the Roman Catholic Congregation of Immaculate Conception Church, by Indenture dated June 16, 1965 and recorded in the Recorder's Office in Deed Book Volume 4169, Page 618, granted and conveyed to the Authority.

Parcel D:

ALL THAT CERTAIN lot situate in the 8<sup>th</sup> Ward, City of Pittsburgh, County of Allegheny, Commonwealth of Pennsylvania, being designated as Parcel No. 18 in a Plan of "Parcel Dimensions Bloomfield Parking Lot (Site B-A)", prepared for Public Parking Authority of Pittsburgh by Gannett Fleming Coddry & Carpenter, Inc., Consulting Engineers dated April 5, 1965, revised May 3, 1965, said lot being more particularly bounded and described as follows, to-wit:

BEGINNING at a point on the Southerly side of Friendship Avenue as widened pursuant to dedication shown on said Friendship-Cedarville Plan; said point being at a point common to Parcels Nos. 14, 16 and 18 on said Plan of Parcel Dimensions; thence from said point and along said side of Friendship Avenue as widened by the arc of a circle curving to the left having a radius of 160 feet an arc distance of 39.15 feet to a point on the said side of Friendship Avenue as widened; thence from said point and continuing along said side of Friendship Avenue as widened South 14° 17' 40" East a distance of 23.09 feet to a point on the Southerly side of Friendship Avenue; said point being also at the dividing line between Parcels Nos. 17 and 18 on said Plan of Parcel Dimensions; thence from said point and along said dividing line North 84° 02' 40" West a distance of 40 feet to a point on the dividing line between Parcels Nos. 14 and 18 on said Plan of Parcel Dimensions; thence from said point and along said dividing line North 5° 57' 20" East a distance of 44.03 feet to a point on the Southerly side of Friendship Avenue as widened aforesaid the point at the place of beginning.

SUBJECT TO the dedications and releases made and given by the parties hereto as shown on the Friendship-Cedarville Plan recorded on June 3, 1965 in the Recorder's Office in Plan Book Volume 77, pages 131 and 132.

BEING designated as part of Block 51-A, Lot 189 in the Deed Registry Office.

BEING a part of the same property which the Most Reverend John J. Wright, Bishop of the Roman Catholic Diocese of Pittsburgh, Pennsylvania, Trustee for the Roman Catholic Congregation of Immaculate Conception Church, by Indenture dated June 16, 1965 and recorded in the Recorder's Office in Deed Book Volume 4169, Page 618, granted and conveyed to the Authority.

Parcel E:

ALL THAT CERTAIN lot or piece of land situate in the Eighth Ward of the City of Pittsburgh, County of Allegheny and Commonwealth of Pennsylvania, bounded and described as follow, to-wit:

BEGINNING at a point on the Easterly side of Cedarville Street, distant 343.37 feet Northwardly from the Northeasterly corner of Cedarville Street and Liberty Avenue; thence along the Easterly side of Cedarville Street, Northwardly 17.59 feet to line of land now or formerly of George F. Miller; thence along said land now or formerly of George F. Miller and at right angles to Edmond Street, Eastwardly 50.16 feet; thence Southwardly and parallel with Edmond Street, 16.25 feet; thence Westerly and parallel to line of land of George F. Miller aforesaid, 56.90 feet to Cedarville Street at the place of beginning.

TOGETHER WITH THE RIGHT TO joint use of a certain alley 3 feet in width along the Southerly side of said lot above described. Said use to be for no other purpose than egress or ingress of occupancy of said house and said use to be in common with the occupancy of another house connect with said alley now or formerly owned by Thomas MacConnell and Mathilda G. MacConnell, his wife, to Helen Muezmay, et al. by deed dated April 23<sup>rd</sup>, 1904, and recorded in the Recorder's Office of said County in Deed Book Volume 1334, page 286.

BEING designated as part of Block 51-A, Lot 189 in the Deed Registry Office.

BEING the same property which Joseph Conrad and Mary Conrad, husband and wife, by Indenture dated January 12, 1965 and recorded in the Recorder's Office, in Deed Book Volume 4208, Page 193, granted and conveyed to the Authority.

Parcel F:

ALL THAT CERTAIN lot or piece of ground situate in the Eighth (formerly 20<sup>th</sup>) Ward of the City of Pittsburgh, County of Allegheny and Commonwealth of Pennsylvania, bounded and described as follows, to-wit:

BEGINNING on the Westerly side of Edmond Street at a point distant sixty-two and eight hundredths (62.08) feet Southwardly from the intersection of Edmond Street and Friendship Avenue; thence extending Southwardly along said Edmond Street, twenty (20) feet; thence Westwardly at right angles with said Edmond Street, ninety-four and forty-nine hundredths (94.49) feet to Cedarville Street (formerly Cedar Street); thence Northeastwardly along Cedarville Street, twenty-one and sixty-five hundredths (21.65) feet; thence Eastwardly eighty-six and nineteen hundredths (86.19) feet to Edmond Street, at the place of beginning.

BEING designated as part of Block 51-A, Lot 189 in the Deed Registry Office.

BEING the same property which Amelia Anna Poppe, unmarried by Indenture dated February 9, 1965 and recorded in the Recorder's Office, in Deed Book Volume 4221, Page 429, granted and conveyed to the Authority.

Parcel G:

ALL THAT CERTAIN lot or piece of ground situate in the 8<sup>th</sup> Ward, formerly 20<sup>th</sup> Ward, City of Pittsburgh, County of Allegheny and Commonwealth of Pennsylvania, bounded and described as follows, to-wit:

BEGINNING on the Westerly side of Edmond Street at a point distant 82.08 feet Southwardly from intersection of Edmond Street and Friendship Avenue; thence Southwardly along Edmond Street 20 feet; thence Westwardly at right angles with Edmond Street 102.78 feet to Cedarville Street (formerly Cedar Street); thence North along Cedarville Street, 21.65 feet; thence Eastwardly 94.49 feet to Edmond Street at the place of beginning.

BEING designated as part of Block 51-A, Lot 189 in the Deed Registry Office.

BEING the same property which Herman J. Ranallo and Olga J. Ranallo, husband and wife by Indenture dated March 2, 1965 and recorded in the Recorder's Office, in Deed Book Volume 4136, Page 564, granted and conveyed to the Authority.

Parcel H:

ALL THAT CERTAIN lot or piece of ground situate in the 8<sup>th</sup> Ward of the City of Pittsburgh, Allegheny County, Commonwealth of Pennsylvania, bounded and described as follows:

BEGINNING at a point on the westerly side of Edmond Street, at the southerly line of land now or late of Herman J. Ranallo et ux (formerly of William M. Schwartz); thence southwardly along the westerly side of Edmond Street, 20 feet to a point on line of land now of late of Rachel Lecce, formerly of Charles Whipple; thence westwardly by said land of Rachel Lecce, 111.08 feet, more or less, to the easterly side of Cedarville Street; thence along said side of Cedarville Street, northeastwardly 21.65 feet to line of land now or late of Herman J. Ranallo et ux (now of the Public Parking Authority of Pittsburgh); thence by said land, eastwardly 102.78 feet to Edmond Street, at the place of beginning.

BEING designated as part of Block 51-A, Lot 189 in the Deed Registry Office.

BEING the same property which Angelo Liberatore and Maria Liberatore, husband and wife, by Indenture dated April 14, 1965 and recorded in the Recorder's Office, in Deed Book Volume 4135, Page 312, granted and conveyed to the Authority.

Parcel I:

ALL THAT CERTAIN lot or parcel of ground situate in the Eighth Ward, City of Pittsburgh, Allegheny County, Commonwealth of Pennsylvania, bounded and described as follows:

BEGINNING at a point on the Easterly side of Cedarville Street; thence Eastwardly along line of Lot No. 19 in Plan of Lots laid out by Dr. A. H. Gross, recorded in the Recorder's Office of Allegheny County in Plan Book Volume 4, Page 283, a distance of One Hundred Nineteen and 38/100 (119.38) feet to Edmond Street; thence Northwardly along the line of Edmond Street a distance of Twenty (20) feet; thence Westwardly along the line of the adjoining lot a distance of One Hundred Eleven and 08/100 (111.08) feet to Cedarville Street and thence Southwardly along line of Cedarville Street, a distance of Twenty-one and 65/100 (21.65) feet to the place of beginning

BEING designated as part of Block 51-A, Lot 189 in the Deed Registry Office.

BEING the same property which Vincent V. Lecce, Executor of the Estate of Rachel Lecce or Rachela Lecce, Deceased, by Indenture dated April 15, 1965 and recorded in the Recorder's Office, in Deed Book Volume 4167, Page 342, granted and conveyed to the Authority.

Parcel J:

ALL THAT CERTAIN lot or parcel of ground situate in the 8<sup>th</sup> Ward of the City of Pittsburgh, Allegheny County, Commonwealth of Pennsylvania, being parts of Lots Nos. 18 and 19 in a plan of lots laid out by A. H. Gross, M.D., on Friendship Farm, recorded in the Recorder's Office of said County in Plan Book 4, page 283, bounded and described as follows:

BEGINNING at a point on the Westerly line of Edmond Street at the dividing line between Lots Nos. 19 and 20 in said plan; thence by said dividing line, North 83° 23' West 63.17 feet to a point on line of land conveyed by Tony Laugelli to Patsy Salvatore et ux, by deed dated November 29, 1944, recorded in Deed Book Vol. 2814, page 408; thence by said land now or late of Patsy Salvatore, et ux, South 6° 37' 20.06 feet to a point on line of land conveyed by Tony Laugelli to Tony F. Butera by deed dated March 19, 1947, recorded in Deed Book Vol. 2941, page 260; thence by land conveyed to said Tony F. Butera, South 83° 33' East, partly through the center of the party wall between houses known as Nos. 314 and 316 Edmond Street, a distance of 63.17 feet to a point on the Westerly line of Edmond Street; thence by said line of Edmond Street, North 6° 37' East 19.88 feet to the place of beginning.

BEING designated as part of Block 51-A, Lot 189 in the Deed Registry Office.

BEING the same property which Tony Laugelli and Josephine Laugelli, husband and wife, by Indenture dated March 22, 1965 and recorded in the Recorder's Office, in Deed Book Volume 4135, Page 286, granted and conveyed to the Authority.

Parcel K:

ALL THAT CERTAIN lot or piece of ground situate in the 8<sup>th</sup> Ward of the City of Pittsburgh, County of Allegheny and Commonwealth of Pennsylvania, being part of Lot No. 18 and a small portion of Lot No. 19 in a Plan of Lots in said Ward laid out by A. H. Gross, M.D. on Friendship Farm, recorded in the Recorder's Office of said County in Plan Book Vol. 4, page 283, bounded and described as follows, to-wit:

BEGINNING on the Westerly line of Edmond Street at the dividing line between Lots Nos. 17 and 18 in said Plan; thence Northwardly along said line of Edmond Street for a distance of 20.12 feet to a point in the center line of a party wall between the dwellings known as Nos. 314 and 316 Edmond Street; thence by a line North 83° 33' West, partly through the center of the party wall between the dwellings known as Nos. 314 and 316 Edmond Street for a distance of 63.17 feet to a point; thence by a line South 6° 37' West a distance of 19.94 feet to a point on the dividing line between Lots Nos. 17 and 18 in said plan, and thence along said dividing line South 83° 23' East for a distance of 63.17 feet to the Westerly line of Edmond Street, at the place of beginning.

BEING designated as part of Block 51-A, Lot 189 in the Deed Registry Office.

BEING the same property which Cosmo Zannella and Mary Zanella, husband and wife, and Robert L. Shaeffer and Nancy L. Shaeffer, husband and wife, by Indenture dated March 17, 1965 and recorded in the Recorder's Office, in Deed Book Volume 4227, Page 565, granted and conveyed to the Authority.

Parcel L:

ALL THAT CERTAIN lot or parcel of ground situate in the 8<sup>th</sup> Ward, City of Pittsburgh, Allegheny County, Commonwealth of Pennsylvania, being part of Lot No. 16 in a Plan of Lots laid out by A. M. Gross, M.D. on Friendship Farm owned by his wife, Eveline Gross of record in the Recorder's Office of Allegheny County in Plan Book Volume 4, page 283, bounded and described as follows:

BEGINNING at a point on the Easterly side of Cedarville Street at the dividing line between Lots Nos. 16 and 17 in said plan; thence along the line of Cedarville Street, Southwardly 21.65 feet to the dividing line between Lots Nos. 15 and 16 in said plan; thence Eastwardly along said latter line 73.50 feet to a point on line of land now or formerly of Jacob Harberth et ux; thence Northwardly along said Harberth line 20 feet to a point on the dividing line between Lots Nos. 16 and 17 in said plan; thence Westwardly along said latter line 65.22 feet to Cedarville Street, at the place of beginning.

BEING designated as part of Block 51-A, Lot 189 in the Deed Registry Office.

BEING the same property which Anna Hanallo, by Indenture dated April 19, 1965 and recorded in the Recorder's Office, in Deed Book Volume 4128, Page 620, granted and conveyed to the Authority.

Parcel M:

ALL THAT CERTAIN tract or parcel of land situate in the 8<sup>th</sup> Ward of the City of Pittsburgh, County of Allegheny, Commonwealth of Pennsylvania, being designated in the records of the Deed Registry Office of Allegheny County as Block 50-N, Lot No. 168, bounded and described as follows:

BEGINNING at a point at the intersection of the Southwesterly side of Friendship (formerly Winebiddle) Avenue and the Southeasterly side of Cedarville (formerly Cedar) Street; thence along said Friendship Avenue in a Southeasterly direction, a distance of 38 feet, more or less, to line of land of Most Reverend John F. Dearden, Trustee for the Roman Catholic Congregation of the Immaculate Conception Church; thence along said line in a Southerly direction, a distance of 40.95 feet to a point; thence continuing along said line, in a Westerly direction a distance of 2 feet to a point; thence still along said line, in a Southerly direction, a distance of 20 feet to a point; thence still along said line and continuing along the Northerly line of land now or formerly of Conrad, formerly of MacConnell, in a Westerly direction a distance of 60.16 feet, more or less to the Southeasterly side of Cedarville Street, aforesaid; thence along said Cedarville Street, in a Northeasterly direction, a distance of 88 feet, more or less, to the place of beginning.

BEING designated as part of Block 51-A, Lot 189 in the Deed Registry Office.

BEING the same property which Elva Miller Phillips, widow, by Marjorie Phillips Crowley, her attorney in fact, by Indenture dated March 16, 1965 and recorded in the Recorder's Office in Deed Book Volume 4226, Page 237, granted and conveyed to the Authority.

19. Harvard/Beatty Lot (83-P-230)

[ALL THAT CERTAIN tract of ground situate in the Eleventh (11<sup>th</sup>) Ward of the City of Pittsburgh, County of Allegheny, Commonwealth of Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a point on the easterly line of North Beatty Street, said point being North 24° 52' 21.6" East 20.00 feet north of the northerly line of existing Ansley Street, 40 feet wide; thence northerly along said easterly line of North Beatty Street North 24° 52' 21.6" East 136.50 feet to a point of curve; thence by an arc of a circle deflecting to the right, having a radius of 26.00 feet, a central angle of 90° 00' 00" for an arc distance of 40.84 feet to a point of tangent on the southerly line of Harvard Square, 40 feet wide (as constructed in 1967); thence easterly along said southerly line of Harvard Square, South 65° 07' 38.4" East 79.00 feet to a point of curve; thence by an arc of a circle deflecting to the right having a radius of 25.00 feet, a central angle of 90° 00' 00" for an arc distance of 39.27 feet to a point of tangent on the westerly line of Ansley Street, 30 feet wide, (as constructed in 1967); thence southerly along said westerly line of Ansley Street South 24° 52' 21.6" West 129.50 feet to a point of curve; thence by an arc of a circle deflecting to the right having a radius of 28.00 feet, a central angle of 90° 00' 00" for an arc distance of 43.98 feet to a point of tangent on the northerly line of Ansley Street (formerly Broad Street); thence westerly along the northerly line of Ansley Street, 40 feet wide (a line 5.00 feet south and parallel to existing Broad Street, 45 feet wide), North 65° 07' 38.4" West



82.00 feet to a point of curve; thence by an arc of a circle deflecting to the right having a radius of 20.00 feet, a central angle of 90° 00' 00" for an arc distance of 31.42 feet to a point of tangent on the easterly line of North Beatty Street, the point of beginning.

SUBJECT TO the following covenants: that the Grantee, for itself and its successors and assigns, to or of the Property or any part thereof, shall:

- (a) Not effect or execute any agreement, lease, conveyance, or other instrument whereby the Property or any part thereof is restricted upon the basis of race, religion, color, creed, or national origin in the sale, lease or occupancy thereof;
- (b) Not discriminate in the use, sale, or lease of any or all of the Property or buildings or structures thereon against any person because of race, creed, color, religion or national origin; nor shall any person be deprived of the right to live on the Property or use any of the facilities therein by reason of race, creed, color, religion or national origin; and
- (c) Comply with all State and local law, in effect from time to time, prohibiting discrimination or segregation by reason of race, religion, color, creed or national origin in the sale, lease, or occupancy of the Property.

BEING designated as Block 83-P, Lot 230 in the Deed Registry Office.

BEING the same property which the URA, by Indenture dated June 5, 1972 and recorded in the Recorder's Office in Deed Book Volume 5095, Page 741, granted and conveyed to the City.] *[Legal description and vesting deed reference to be updated upon conveyance of property by City to PPAP.]*

20. Homewood/Zenith Lot (174-J-131)

[ALL THAT CERTAIN lot or piece of ground situate in the 13<sup>th</sup> Ward of the City of Pittsburgh, County of Allegheny and Commonwealth of Pennsylvania, being Lots Nos. 160, 161 and 162 in R. M. Kennedy's Plan as recorded in the Recorder's Office of Allegheny County in Plan Book Volume 6, page 243, bounded and described as follows, to wit:

BEGINNING at the Northeasterly corner of North Homewood Avenue and Kelly Street; thence along the Easterly side of North Homewood Avenue, North 18° 15' East, a distance of 67.5 feet to the dividing line between Lots Nos. 159 and 160 in said Plan; thence along the said dividing line, South 71° 45' East, a distance of 120 feet to Zenith Way; thence along the Westerly side of Zenith Way, South 18° 15' West, a distance of 67.5 feet to Kelly Street; thence along the Northerly side of Kelly Street, North 71° 45' West, a distance of 120 feet to North Homewood Avenue, the place of beginning.

BEING designated as Block 174-J, Lot 131 in the Deed Registry Office.

BEING the same property which the URA acquired from Gerald N. Ziskind, Benito Moscatiello, and Louis C. Glasso, Inc., which property is described in the Petition for

Appointment of Viewers dated April 16, 1982 and filed in the Prothonotary's Office of Allegheny County, Pennsylvania at General Docket 81-27102.] *[Legal description and vesting deed reference to be updated upon conveyance of property by URA to PPAP.]*

21. Ivy/Bellefonte Lot (52-D-324, 52-D-325, 52-D-326, 52-D-362, 52-D-378, 52-D-379, 85-A-52, 85-A-53, 85-A-54)

(a) 52-D-324 & 52-D-325

ALL THAT CERTAIN lot situate in the Seventh Ward of the City of Pittsburgh, County of Allegheny, Commonwealth of Pennsylvania, being parts of lots Nos. 130 and 131 in McFarland's Grove Plan of Lots, recorded in the Recorder's Office in Plan Book Vol. 3, pages 74 and 75, bounded and described as follows:

BEGINNING at a point on the easterly side of Bellefonte Street, at a point distant North 36° 27' West, 25 feet from the dividing line between Lots Nos. 130 and 131 in said plan; said beginning point being the southwesterly corner of land now or late of Henry S. Silverman; thence by said land of Henry S. Silverman and parallel with the dividing line between lots Nos. 130 and 131 aforesaid; North 53° 33' East, 100 feet to the westerly side of Culloden Way; thence along said side of Culloden Way, South 36° 27' East, 50 feet to the center line of Lot No. 131 in said plan; thence by a line parallel with the dividing line between lots Nos. 130 and 131 aforesaid and by land now or late of Herman W. Rollier et ux, South 53° 33' West, 100 feet to the easterly side of Bellefonte Street; thence along the same side of Bellefonte Street, North 36° 27' West, 50 feet to the place of beginning.

BEING designated as Block 52-D, Lots 324 and 325 in the records of the Deed Registry Office.

BEING the same property which Leroy E. Randall, Jr. and Constance P. Randall, husband and wife, by Indenture dated March 18, 1969 and recorded in the Recorder's Office in Deed Book Volume 4709, Page 520, granted and conveyed to the Authority.

(b) 52-D-326

ALL THAT CERTAIN lot or piece of ground situate in the 7<sup>th</sup> (formerly 20<sup>th</sup>) Ward of the City of Pittsburgh, County of Allegheny and Commonwealth of Pennsylvania, being bounded and described as follows:

BEGINNING on the easterly side of Bellefonte St. (formerly called Oak Street) at a point one hundred fifty-two (152) feet distant from the northeast corner of Bellefonte and Walnut Streets; thence northwardly along said Bellefonte Street, a distance of twenty-five (25) feet to a line of Lot No. 129 in the hereinafter mentioned Plan of Lots; thence eastwardly along the line of said Lot No. 129 one hundred (100) feet to Culloden Alley; thence southwardly along said alley, twenty-five (25) feet to a point; and thence westwardly and parallel with the line of Lot No. 129 aforesaid, one hundred (100) feet to Bellefonte Street aforesaid, at the place of beginning.

BEING part of Lot No. 130 in Plan of Lots in subdivision of MacFarland Grove, East Liberty, recorded in Plan Book Volume 3, pages 74 and 75.

BEING designated as Block 52-D, Lot 326 in the records of the Deed Registry Office.

BEING the same property which the Authority, by Notice of Condemnation dated November 12, 1968 and recorded in the Recorder's Office in Deed Book Volume 4674, Page 104, acquired from Henry S. Silverman.

(c) 52-D-362

ALL THAT CERTAIN lot or piece of ground situate in the Seventh Ward of the City of Pittsburgh, County of Allegheny, Commonwealth of Pennsylvania, being part of Lot No. 130 and part of Lot No. 131 in the McFarland Grove Plan, recorded in the Recorder's Office of Allegheny County in Plan Book Volume 3, Pages 74 and 75, bounded and described as follows, to-wit:

BEGINNING at a point on the Westerly side of Filbert Street which point is located North 21° 5' West a distance of 30.14 feet from a point on the line dividing property of Andrew Cochran and property now or formerly of T. Colab, et ux, which latter point is located North 21° 5' West a distance of 77.54 feet, more or less, from the Northwest corner of the intersection of Walnut Street and Filbert Street; thence from said place of beginning South 68° 51' West, 74.72 feet to a point; thence South 21° 5' East, 27.61 feet to a point; thence South 68° 51' West, 25.34 feet to a point on the Easterly side of Culloden Way; thence along the Easterly line of Culloden Way, North 22° 39' 10" West, 98.78 feet to a point; thence North 68° 51' East a distance of 102.79 feet to a point on the Westerly line of Filbert Street; thence along same, South 21° 5' East, 71.13 feet to a point at the place of beginning.

BEING designated as Block 52-D, Lot 362 in the Deed Registry Office.

BEING the same property which David M. Barkan and Gloria S. Barkan, husband and wife, by Indenture dated January 7, 1969 and recorded in the Recorder's Office in Deed Book Volume 4695, Page 517, granted and conveyed to the Authority.

(d) 52-D-378

ALL THAT CERTAIN lot or piece of ground situate in the Seventh Ward, City of Pittsburgh, County of Allegheny and Commonwealth of Pennsylvania, being part of Lot No. 70 in the A. Harrison Plan of Lots, of record in the Recorder's Office in Plan Book Volume 6, Page 266, being bounded and described as follows, to-wit:

BEGINNING at a point distant 125 feet from the intersection of the Easterly side of Filbert Street and the Northerly side of Walnut Street, said point being on the dividing line of Lots Nos. 69 and 70 in said Plan; thence along the said dividing line of Lots Nos. 69 and 70 in said Plan, North 70° 48' East, a distance of 20.20 feet to a point; thence South 19° 21' East, a distance of 20.20 feet to a point on Lot No. 70 in said Plan; thence at right angles, South 70° 48' East, a distance of 20.28 feet to a point on the Easterly side of Filbert Street; thence at right angles, North 19° 8' West and along the Easterly side of Filbert Street, a distance of 20.21 feet to the place of beginning.

BEING designated as Block 52-D, Lot 378 in the Deed Registry Office.

BEING the same property which Charles H. Baer and Dorothy V. Bare, husband and wife, by Indenture dated July 11, 1969 and recorded in the Recorder's Office in Deed Book Volume 4755, Page 293, granted and conveyed to the Authority.

(e) 52-D-379

ALL THOSE CERTAIN lots or pieces of ground situate in the 7<sup>th</sup> Ward, (formerly 20<sup>th</sup> Ward) of the City of Pittsburgh, County of Allegheny and Commonwealth of Pennsylvania, being known and numbered as Lots Nos. 68, 69, and part of Lot No. 70 in the Alfred Harrison Plan of Lots, recorded December 23, 1881 in Plan Book Volume 6, Pages 266 and 267, being more particularly bounded and described as follows, to-wit:

BEGINNING at a point on the Northeasterly side of Filbert Street at the dividing line between Lots Nos. 67 and 68 in said plan, said point of beginning, being distant 175 feet from the Northeasterly corner of Filbert and Walnut Streets; thence along said dividing line between Lots Nos. 67 and 68 in a Northeasterly direction, a distance of 85 feet to the Westerly side of Urn Way; thence along said urn Way in a Southeasterly direction 75 feet to a point; said point being the dividing line between Lots Nos. 70 and 71 in aforesaid plan; thence along said dividing line in a Southwesterly direction a distance of 64.80 feet to a point; thence in a Northerly direction a distance of 25 feet to a point; thence from said point in a Southwesterly direction, a distance of 20.20 feet to a point on the Easterly side of Filbert Street; thence along said Filbert Street in a Northerly direction, a distance of 50 feet to a point at the dividing line between Lots Nos. 67 and 68, said point being the place of beginning.

BEING designated as Block 52-D, Lot 379 in the Deed Registry Office.

BEING the same property which Clarence Crisman, surviving Executor of the Estate of Emma L. Crisman, by Indenture dated September 3, 1968 and recorded in the Recorder's Office in Deed Book Volume 4601, Page 489, granted and conveyed to the Authority.

(f) 85-A-52

ALL THAT CERTAIN lot or piece of ground, situate in the Seventh Ward of the City of Pittsburgh, County of Allegheny and Commonwealth of Pennsylvania, being Lot No. 41 in A. Harrison's Plan, as recorded in the Recorder's Office in Plan Book Vol. 6, page 266, being bounded and described as follows, to-wit:

BEGINNING on the Westerly side of Ivy Street at the distance of One Hundred (100) feet northwardly from Walnut Street; thence northwardly along Ivy Street, a distance of Twenty-five (25) feet, more or less, to the corner of Lot No. 42 in said Plan; thence along the line of said last mentioned lot westwardly a distance of One Hundred (100) feet to an alley Fifteen (15) feet wide; thence along said alley southwardly a distance of Twenty-five (25) feet, more or less, to the corner of Lot No. 40 in said Plan; and thence along the line of said last mentioned lot eastwardly a distance of One hundred (100) feet to Ivy Street, at the place of beginning.

BEING designated as Block 85-A, Lot 52 in the records of the Deed Registry Office.

BEING the same property which Harry C. Naser and Margaret W. Naser, husband and wife, by Indenture dated January 12, 1967 and recorded in the Recorder's Office in Deed Book Volume 4265, Page 325, granted and conveyed to the Authority.

(g) 85-A-53

ALL THAT CERTAIN lot or piece of ground situate in the Seventh Ward of the City of Pittsburgh, County of Allegheny and Commonwealth of Pennsylvania, being known and designated as Lot No. 42 in the A. Harrison Plan of Lots, as recorded in the Recorder's Office in Plan Book Volume 6, page 266, and being more particularly bounded and described as follows, to-wit:

BEGINNING at a point on the westerly side of Ivy Street distant 125 feet northwardly from Walnut Street; thence Northwardly along Ivy Street a distance of 25 feet, more or less, to the corner of Lot No. 43 in said Plan; thence along the line of said last mentioned Lot, Westwardly, a distance of 100 feet to an alley, fifteen feet in width; thence along said alley Southwardly a distance of 25 feet, more or less, to the corner of Lot No. 41 in said Plan; thence Eastwardly along the line of said last mentioned Lot, a distance of 100 feet to the place of beginning.

BEING designated as Block 85-A, Lot 53 in the Deed Registry Office.

BEING the same property which Delores Snyder, also known as Delores Schamberg, unmarried, by Indenture dated March 14, 1969 and recorded in the Recorder's Office in Deed Book Volume 4708, Page 589, granted and conveyed to the Authority.

(h) 85-A-54

ALL THAT CERTAIN lot or piece of ground situate in the 7<sup>th</sup> Ward of the City of Pittsburgh, County of Allegheny and Commonwealth of Pennsylvania, being Lot No. 43 in Alfred Harrison's Plan of Lots, of record in the Recorder's Office in Plan Book Volume 6, pages 266 and 267, being bounded and describes as follows, to-wit:

BEGINNING on the Westerly side of Ivy Street at a point 150 feet northwestwardly from the Westerly corner of Walnut and Ivy Streets, and at the Northerly corner of Lot No. 43 in said Plan; thence Northwestwardly along said Ivy Street, 25 feet to the Easterly corner of Lot No. 44 in said Plan; thence Southwestwardly by the dividing line between said Lots Nos. 43 and 44, a distance of 100 feet to an alley, 15 feet wide; thence Southeastwardly along said alley, 25 feet to the Westerly corner of Lot No. 42 in said Plan; thence Northeastwardly by the dividing line between said Lots Nos. 42 and 43, a distance of 100 feet to Ivy Street at the place of beginning.

BEING designated as Block 85-A, Lot 54 in the Deed Registry Office.

BEING the same property which David M. Barkan and Gloria Barkan, husband and wife, by Indenture dated September 5, 1968 and recorded in the Recorder's Office in Deed Book Volume 4602, Page 297, granted and conveyed to the Authority.

22. Forbes/Murray Lot (86-G-284) [This legal description covers the entire parcel (including the lot and the library) and will be revised after the City conveys to PPAP the portion of the parcel containing only the parking lot.]

[ALL THAT CERTAIN lot or piece of ground situate in the Fourteenth (14<sup>th</sup>) Ward of the City of Pittsburgh, County of Allegheny and Commonwealth of Pennsylvania, bounded and described as follows:

BEGINNING at a point at the intersection of the easterly line of Murray Avenue and the northerly line of Forbes Avenue; thence extending along the northerly line of Forbes Avenue North 87° 59' East, a distance of sixteen and 55/100 (16.55) feet to a point; thence North 2° 01' West, a distance of forty (40) feet to a point; thence North 87° 59' East, a distance of ninety-two (92) feet to a point; thence South 2° 01' East, a distance of forty (40) feet to a point on the northerly line of Forbes Avenue; thence extending along Forbes Avenue North 87° 59' East, a distance of nineteen and 60/100 (19.60) feet to a point on the line of land now or late of Ida Dunn; thence along land now or late of Ida Dunn, North 4° 19' 10" West, a distance of one hundred fifty and 12/100 (150.12) feet to a point on the line dividing land now or late of Ida Dunn and land formerly of Fred G. Geil; thence continuing along said line North 87° 59' East, a distance of thirty-six and 26/100 (36.26) feet to a point on line dividing land formerly of Fred G. Geil and land now or formerly of Lester R. Smith; thence along said line, North 6° 20' 40" West, a distance of one hundred twenty and 82/100 (120.82) feet to a point on the southerly line of Marlborough Street; thence along said line of Marlborough Street, South 83° 39' 20" West, a distance of one hundred sixty (160) feet to a point on the easterly line of Murray Avenue; thence along said line of Murray Avenue, South 4° 18' 00" East, a distance of two hundred fifty-eight and 42/100 (258.42) feet to a point on the northerly line of Forbes Avenue, at the place of beginning.

RESERVING AND EXCEPTING unto the grantors, their heirs and assigns, an easement for ingress, egress and regress on behalf of the grantors, their heirs, assigns, customers, patrons and business invitees, over and across the following portions of the above described property:

A. BEGINNING at a point at the intersection of the easterly line of Murray Avenue and the northerly line of Forbes Avenue; thence extending along the northerly line of Forbes Avenue North 87° 59' East, a distance of sixteen and 55/100 (16.55) feet to a point; thence North 2° 01' West, a distance of forty (40) feet to a point; thence South 87° 59' West, a distance of eighteen and 14/100 (18.14) feet to a point on the easterly line of Murray Avenue; thence extending along Murray Avenue, South 4° 18' 00" East, a distance of forty (40) feet to a point on the northerly line of Forbes Avenue, the place of beginning.

B. BEGINNING at a point on the northerly line of Forbes Avenue on the line dividing property of the grantors and property now or formerly of Ida Dunn; thence extending along Forbes Avenue, South 87° 59' West, a distance of nineteen and 60/100 (19.60) feet to a point; thence North 2° 01' West, a distance of forty (40) feet to a point; thence North 87° 59' East, a distance of eighteen (18) feet to a point on the line dividing property of the grantors and property now or formerly of Ida Dunn; thence along land

now or formerly of Ida Dunn, South 4° 19' 10" East, a distance of forty (40) feet to a point on the northerly line of Forbes Avenue, the place of beginning.

SUBJECT TO an eight (8) foot driveway centering along a portion of the easterly line of the premises herein conveyed, rights therein of others and provisions as to maintenance thereof as set forth in deed from John D. Reilly et ux. to Charles McClafferty, dated January 12, 1920, recorded in Deed Book Volume 2022, Page 37, and in Agreement between Myer Cohn et ux. And Bella Seegman et vir., dated March 28, 1921, and recorded in Deed Book Volume 2079, Page 473.

TOGETHER with an easement in and across the space over and above the following described premises, which adjoin the premises herein conveyed, with full right in the grantee, its successors and assigns, to use, occupy and build upon and into the said air space, beginning at the elevation of the roof of a one-story structure to be erected on said premises by the grantors herein, such structures and plaza areas as may be necessary or required for library, parking and other public purposes, including the right of support therefore, which support shall be erected and maintained at the cost and expense of the grantee, its successors and assigns, said easement to continue only so long as said air space is used for library, parking and other public purposes, but to terminate and to revert to the grantors, their heirs and assigns, at such time as said air space is no longer used for library, parking and other public purposes:

ALL THAT CERTAIN lot or piece of ground situate in the Fourteenth (14<sup>th</sup>) Ward of the City of Pittsburgh, County of Allegheny and Commonwealth of Pennsylvania, bounded and described as follows:

BEGINNING at a point, which point is North 87° 59' East, a distance of sixteen and 55/100 (16.55) feet from the intersection of the northerly line of Forbes Avenue and the easterly line of Murray Avenue; thence continuing along the northerly line of Forbes Avenue North 87° 59' East, a distance of ninety-two (92) feet to a point; thence North 2° 01' West, a distance of forty (40) feet to a point; thence South 87° 59' West, a distance of ninety-two (92) feet to a point; thence South 2° 01' East, a distance of forty (40) feet to a point, being the place of beginning.

TOGETHER with the right to use the sub-surface below the elevation of Forbes Avenue below the tract described in the immediately preceding paragraph, provided, however, that the grantee informs the grantor of its election to use same in writing on or prior to the date on which the grantor commences construction of any structure on the property.

BEING designated as Block 86-G, Lot 284 in the Deed Registry Office.

BEING the same property which Stanley R. Gumberg and Marcia M. Gumberg, by Indenture dated June 8, 1967 and recorded in the Recorder's Office in Deed Book Volume 4397, Page 206, granted and conveyed to the City.]

23. Main Alexander Lot (19-D-297, 19-D-298, 19-D-299, 19-D-321)

(a) 19-D-297

ALL THAT CERTAIN lot or piece of ground situate in the Twentieth (20<sup>th</sup>) Ward of the City of Pittsburgh, County of Allegheny and Commonwealth of Pennsylvania bounded and described as follows:

KNOWN as Lot No. Thirty-three (33) in the Warden and Alexander's Plan as recorded in the Recorder's Office of said County in Plan Book Vol. 1, part 2, page 120.

HAVING a frontage of Twenty-five (25) feet on the Southerly side of South Main Street, between line of Alexander Street on the East and lot of Charles B. Bryant on the West and extending back at right angles to South Main Street, southeasterly preserving a uniform width throughout of Twenty-five (25) feet, a distance of One hundred fifteen (115) feet to the line of lot Numbered Forty-three (43) in said plan.

EXCEPTING from and out of the lot or piece of ground above described and Southerly part thereof, Twenty-five Hundredths (0.25) feet in width conveyed by Charles A. Shaner, Jr., et ux., to George H. Hershberger, by deed dated February 23, 1931, and recorded in Deed Book Vol. 2024, page 617.

BEING designated as Block 19-D, Lot 297 in the Deed Registry Office.

BEING a part of the same property which the Authority, by Declaration of Taking dated October 6, 1978 and recorded in the Recorder's Office in Deed Book Volume 6050, Page 480, granted acquired from Arment Poliziani, also known as Arment W. Poliziani, and Norma Poliziani, also known as Norma M. Poliziani, husband and wife.

(b) 19-D-298

ALL THAT CERTAIN lot or piece of ground situate in the Twentieth (formerly the Thirty-sixth) Ward of the City of Pittsburgh, County of Allegheny and Commonwealth of Pennsylvania, being lot numbered thirty-three (33) in Warden & Alexander's Plan of the Borough of Temperanceville, as recorded in the Recorder's Office of said County in Plan Book Vol. 1, part 2, page 120, and being bounded and described as follows, to-wit:

BEGINNING on the South side of Main Street at a distance of Twenty-five (25) feet, three (3) inches Westwardly from the corner of Main and Alexander Streets; thence Westwardly along Main Street Seventeen (17) feet, nine inches to the line of land now or late of Morris Gibansky, and extending back Southwardly, preserving the same width, one hundred fifteen (115) feet, more or less, to the line of lot numbered forty-three (43) in said Plan.

BEING designated as Block 19-D, Lot 298 in the Deed Registry Office.

BEING a part of the same property which the Authority, by Declaration of Taking dated October 6, 1978 and recorded in the Recorder's Office in Deed Book Volume 6050, Page



480, granted acquired from Arment Poliziani, also known as Arment W. Poliziani, and Norma Poliziani, also known as Norma M. Poliziani, husband and wife.

(c) 19-D-299

ALL THAT CERTAIN lot or piece of ground situate in the Twentieth (20<sup>th</sup>) Ward of the City of Pittsburgh, County of Allegheny and Commonwealth of Pennsylvania, being the Westerly 17 feet of lot numbered and marked 33 in Warden and Alexander's Plan of "Temperanceville", as recorded in the Recorder's Office in Plan Book Volume 1, page 120, said lot herein conveyed being bounded and described as follows:

FRONTING 17 feet on the Southerly side of South Main Street and extending Southwardly at right angles thereto between the Easterly line of Lot No. 32 in said plan and a line 17 feet Eastwardly therefrom and parallel therewith, preserving the uniform width of 17 feet throughout a depth of 115 feet to Lot No. 43 in said plan.

BEING designated as Block 19-D, Lot 299 in the Deed Registry Office.

BEING the same property which Raymond Johns, by Indenture dated December 6, 1978 and recorded in the Recorder's Office in Deed Book Volume 6044, Page 195, granted and conveyed to the Authority.

(d) 19-D-321

ALL THAT CERTAIN lot or piece of ground situate in the Twentieth (20<sup>th</sup>) Ward of the City of Pittsburgh, County of Allegheny and Commonwealth of Pennsylvania, being Lot No. 43 and a small part of Lot No. 33 in Warden and Alexander's Plan called Temperanceville, recorded in the Recorder's Office of Allegheny County in Plan Book Vol. 1, part 2, page 120, bound and described as follows, to-wit:

BEGINNING at the Northwest corner of Neptune Street and Alexander Street; thence along the Westerly line of Alexander Street, North 25° 19' West 115.25 feet to a point in Lot No. 33; thence through Lot No. 33, South 64° 40' West 25 feet to a point; thence through same South 25° 10' East 0.25 feet to the line dividing lots Nos. 33 and 43 in said plan, thence along said dividing line, South 64° 40' West 35 feet to the line dividing Lots Nos. 42 and 43 in said plan; thence along said last mentioned dividing line, South 25° 19' East 115 feet to the Northerly line of Neptune Street; thence along said Neptune Street, North 64° 40' East 60 feet to Alexander Street, at the place of beginning.

BEING designated as Block 19-D, Lot 321 in the Deed Registry Office.

BEING a part of the same property which the Authority, by Declaration of Taking dated October 6, 1978 and recorded in the Recorder's Office in Deed Book Volume 6050, Page 480, granted acquired from Arment Poliziani, also known as Arment W. Poliziani, and Norma Poliziani, also known as Norma M. Poliziani, husband and wife.

24. Observatory Hill Lot (115-D-231, 115-D-235)

(a) 115-D-231

ALL THAT CERTAIN lot or piece of land situate in the Twenty-Sixth (26<sup>th</sup>) Ward of the City of Pittsburgh, County of Allegheny and Commonwealth of Pennsylvania, bounded and described as follows, to-wit:

BEGINNING at the intersection of the Northeasterly side of Maridale Avenue (known also as Woods Run Avenue) with the Westerly side of Perrysville Avenue; thence along the Westerly side of Perrysville Avenue, North 7° 4' West, one hundred two and eighty-six hundredths (102.86) feet to line of land now or formerly of the United Traction Company; thence along said land now or formerly of the United Traction Company, South 82° 15' West, eighty-two and forty hundredths (82.40) feet to a point; thence along lands now or formerly of Emil Appel, et ux., South 36° 31' West, seventeen and three hundredths (17.03) feet to a point on the Northeasterly side of Maridale Avenue (known also as Woods Run Avenue); distant one hundred thirty (130) feet to Perrysville Avenue, at the place of beginning

BEING designated as Block 115-D, Lot 231 in the Deed Registry Office.

BEING the same property which Kenneth J. Sabolovic, by Indenture dated September 16, 1998 and recorded in the Recorder's Office in Deed Book Volume 10294, Page 267, granted and conveyed to the Authority.

(b) 115-D-235

ALL THAT CERTAIN lot or piece of ground situate in the 26<sup>th</sup> Ward of the City of Pittsburgh, County of Allegheny and Commonwealth of Pennsylvania, being more particularly bounded and described as follows, to-wit:

BEGINNING at a point on the Southwesterly line of Perrysville Avenue at the line dividing land hereby conveyed from land conveyed by the United Traction Company of Pittsburgh, to George C. Hein and Hilda B. Hein, his wife, by deed dated the first day of June, A.D. 1926, and of record in the Recorder's Office in Deed Book Volume 2276, page 741; thence along said Southwesterly line of Perrysville Avenue by a curve to the right, having a radius of 126.99 feet for a distance of 65.65 feet to a point of tangent; thence continuing along said Southwesterly line of Perrysville Avenue, South 7° 03' East, a distance of 35.67 feet to a point; thence along the line dividing the land hereby conveyed from land now or formerly of Dr. Frank Neely, South 84° 04' West, a distance of 70.98 feet to a corner; thence continuing along said dividing line, North 10° 44' West, a distance of 24.75 feet to an angle; thence continuing along said dividing line North 42° 32' West, a distance of 21.19 feet to a point; thence along the line dividing the land heretofore conveyed by the United Traction Company of Pittsburgh to George C. Hein, et ux., as aforesaid, North 44° East, a distance of 87.70 feet to the point on the Southwesterly line of Perrysville Avenue, at the place of beginning.

BEING designated as Block 115-D, Lot 235 in the Deed Registry Office.

BEING the same property which Robert David Tumpa and Miranda Tumpa, husband and wife, by Corrective Deed dated January 19, 1997 and recorded in the Recorder's Office in Deed Book Volume 10400, Page 40, granted and conveyed to the Authority.

25. Penn Circle Northwest Lot (83-P-225)

ALL THAT CERTAIN tract of ground situate in the Eleventh (11<sup>th</sup>) Ward of the City of Pittsburgh, County of Allegheny and Commonwealth of Pennsylvania, bounded and described as follows, to-wit:

BEGINNING at the point of intersection on the westerly line of Beatty Square (40 feet wide) and the northerly line of Ansley Street (45 feet wide); thence westerly along said northerly line of Ansley Street, North 65° 07' 38.4" West 130 feet to a point; thence northerly along the easterly line of property now or formerly, the American Automobile Association (URA Parcel No. C-11a-2) North 24° 52' 21.6" East – 235.05 feet to a point; thence easterly along the southerly line of property now or formerly, the Gulf Oil Corporation South 65° 07' 38.4" East, 82 feet to a point; thence northerly along the easterly line of said Gulf Oil Corporation – North 24° 52' 21.6" East 154.07 feet to its intersection with the southerly line of Penn Circle North (70 feet wide); thence easterly along the southerly line, South 69° 29' 25.4" East – 123.35 feet to a point; thence southerly along the westerly line of property now or formerly, of Eugene and Marie Raymond, (URA Parcel No. C-11a-1) South 24° 52' 21.6" West – 181.01 feet to its intersection with the northerly line of Harvard Square (40 feet wide); thence westerly along said northerly line, North 65° 07' 38.4" West – 16 feet to a point of curve; thence westerly and southerly by an arc of a circle deflecting to the left having a radius of 59 feet, a central angle of 90° 0' 00" for an arc distance of 92.68 feet to its intersection with the westerly line of Beatty Square (40 feet wide); thence southerly along said westerly line, South 24° 52' 21.6" West 158.50 feet to its intersection with the northerly line of Ansley Street, the place of beginning.

BEING designated as Block 83-P, Lot 225 in the Deed Registry Office.

BEING the same property which AAA West Penn/West Virginia, formerly known as West Penn AAA and formerly known as West Penn Motor Club, by Indenture dated November 23, 1993 and recorded in the Recorder's Office in Deed Book Volume 9104, Page 243, granted and conveyed to the Authority.

26. Harvard/Sheridan Lot (83-R-216)

ALL THAT CERTAIN parcel of land situate in the Eleventh Ward of the City of Pittsburgh, County of Allegheny and Commonwealth of Pennsylvania more particularly bounded and described as follows:

BEGINNING at a point on the westerly right-of-way line of Sheridan Avenue, said point being South 25° 15' 22" West, 12.08 feet from the southerly right-of-way line of Harvard Street projected; thence along the westerly right-of-way line of Sheridan Avenue South 25° 15' 22" West 54.97 feet to a point of curve; thence by a curve to the right, radius 7.00 feet, an arc distance of 10.95 feet to a point of tangent on the northerly right-of-way line of Beckett Way; thence along the right-of-way line of Beckett Way to the following

courses and distances: North 65° 07' 38" West, 180.95 feet to a point of curve; by a curve to the right, radius 18.00 feet, an arc distance of 28.27 feet to a point of tangent; North 24° 52' 22" East, 38.00 feet to a point of curve; by a curve to the right, radius 18.00 feet, an arc distance of 28.27 feet to a point of tangent on the southerly right-of-way line of Harvard Street; thence along the southerly right-of-way line of Harvard Street South 65° 07' 38" East, 176.31 feet to a point of curve; thence by a curve to the right, radius 12.00 feet, an arc distance of 18.93 feet to the point of beginning.

BEING designated as Block 83-R, Lot 216 in the Deed Registry Office.

BEING a part of the same property which the URA, by Indenture dated October 20, 2000 and recorded in the Recorder's Office in Deed Book Volume 10907, Page 233, granted and conveyed to the Authority.

27. Sheridan/Kirkwood Lot (84-C-236)

[ALL THAT CERTAIN tract of land, situated in the Eleventh (11<sup>th</sup>) Ward, City of Pittsburgh, County of Allegheny, Commonwealth of Pennsylvania, bounded and described as follows:

BEGINNING at the point of intersection of the easterly line of Sheridan Avenue and the southerly line of Broad Street; thence easterly along said southerly line of Broad Street; South 65° 07' 38.4" East – 251.00 feet to a point; thence southerly 25.00 feet west and parallel to the westerly line of Collins Avenue, South 25° 15' 21.6" West – 102.68 feet to a point of curve; thence by an arc of a circle deflecting to the right having a radius of 27.50 feet, a central angle of 89° 37' for an arc distance of 43.01 feet to a point of tangent on the northerly line of Kirkwood Street; thence westerly along said northerly line of Kirkwood Street, North 65° 07' 38.4" West – 203.55 feet to a point of curve; thence by an arc of a circle deflecting to the right having a radius of 20.00 feet a central angle of 90° 23' for an arc distance of 31.55 feet to a point of tangent on the easterly line of Sheridan Avenue; thence northerly along said easterly line of Sheridan Avenue, North 25° 15' 21.6" East – 109.87 feet to its intersection with the southerly line of Broad Street, the place of beginning.

BEING designated as Block 84-C, Lot 236 in the Deed Registry Office.

BEING the same property which the URA, by Indenture dated September 15, 1964 and recorded in the Recorder's Office in Deed Book Volume 4165, Page 505, granted and conveyed to the City.] *[Legal description and vesting deed reference to be updated upon conveyance of property by City to PPAP.]*

28. Intentionally Omitted

29. Tamello/Beatty Lot (84-B-256, 84-B-240)

(a) 84-B-256

[ALL THAT CERTAIN tract of ground situate in the Eighth (8<sup>th</sup>) Ward of the City of Pittsburgh, County of Allegheny, Commonwealth of Pennsylvania, being designated as

Parcel No. A-27 in the East Liberty Redevelopment Area, bounded and described as follows, to-wit:

BEGINNING at a point on the easterly line of South Beatty Street, 15.00 feet south of the southerly line of the proposed Mignonette Street, 25.00 feet wide; thence by an arc of a circle deflecting to the right having a radius of 15.00 feet, a central angle of 90° 00' 00" for an arc distance of 23.56 feet to a point of tangent on the southerly line of the Proposed Mignonette Street, 25.00 feet wide; thence easterly along said southerly line of Mignonette Street, South 65° 07' 38.4" East a distance of 109.06 feet to a point of curve; thence by an arc of a circle deflecting to the right having a radius of 28.00 feet, a central angle of 90° 00' 00" for an arc distance of 43.98 feet to a point of tangent on the westerly line of Proposed Tamello Way, 30.00 feet wide; thence southerly along said westerly line of Tamello Way, South 24° 52' 21.6" West a distance of 87.50 feet to a point of curve; thence by an arc of a circle deflecting to the right having a radius of 28.00 feet, a central angle of 43° 46' 39.1" for an arc distance of 21.39 feet to a point of tangent; thence continuing westerly along said Tamello Way, South 68° 39' 00.7" West, a distance of 141.43 feet to a point of curve; thence by an arc of a circle deflecting to the right having a radius of 27.00 feet, a central angle of 136° 13' 20.9" for an arc distance of 64.20 feet to a point of tangent on the easterly line of South Beatty Street; thence northerly along said easterly line of South Beatty Street North 24° 52' 21.6" East a distance of 203.25 feet to a point at the place of beginning.

UNDER AND SUBJECT TO the following covenants: that the Grantee, for itself and its successors and assigns, to or of the Property or any part thereof, shall:

- (a) Not effect or execute any agreement, lease, conveyance, or other instrument whereby the Property or any part thereof is restricted upon the basis of race, religion, color, creed or national origin in the sale, lease or occupancy thereof;
- (b) Not discriminate in the use, sale, or lease of any or all of the Property or buildings or structures thereon against any person because of race, creed, color, religion or national origin; nor shall any person be deprived of the right to live in the Property or use any of the facilities therein by reason of race, creed, color, religion or national origin; and
- (c) Comply with all State and local law, in effect from time to time, prohibiting discrimination or segregation by reason of race, religion, color or national origin in the sale, lease, or occupancy of the Property.

BEING designated as Block 84-B, Lot 256 in the Deed Registry Office.

BEING the same property which the URA, by Indenture dated December 14, 1965 and recorded in the Recorder's Office in Deed Book Volume 4312, Page 501, granted and conveyed to the City.] *[Legal description and vesting deed reference to be updated upon conveyance of property by City to PPAP.]*

(b) 84-B-240

[ALL THAT CERTAIN tract of ground situate in the Eighth (8<sup>th</sup>) Ward of the City of Pittsburgh, County of Allegheny, Commonwealth of Pennsylvania, being designated as Parcel No. A-6 in the East Liberty Redevelopment Area, bounded and described as follows, to-wit:

BEGINNING at a point of intersection of the westerly line of South Beatty Street and the northerly line of Centre Avenue; thence westerly along said northerly line of Centre Avenue, South 68° 39' 00.7" West a distance of 180.07 feet to a point of curve; thence by an arc of a circle deflecting to the right having a radius of 170.60 feet, a central angle of 52° 22' 58" for an arc distance of 155.97 feet along Euclid Avenue (as the same is proposed to be widened) to a point; thence easterly along the radial line of said arc, North 31°01' 58.7" East, a distance of 55.92 feet to a point; thence northerly North 21° 20' 59.3" West a distance of 30.00 feet to its intersection with the southerly line of Commerce Street (40 feet wide); thence easterly along said southerly line of Commerce Street, North 68° 39' 00.7" East a distance of 270.91 feet to its intersection with the westerly line of South Beatty Street; thence southerly along said westerly line of South Beatty Street, South 21° 20' 59.3" East a distance of 130.60 feet to its intersection with the northerly line of Centre Avenue, the place of beginning.

UNDER AND SUBJECT TO the following covenants: that the Grantee, for itself and its successors and assigns, to or of the Property or any part thereof, shall:

- (a) Not effect or execute any agreement, lease, conveyance, or other instrument whereby the Property or any part thereof is restricted upon the basis of race, religion, color, creed or national origin in the sale, lease or occupancy thereof;
- (b) Not discriminate in the use, sale, or lease of any or all of the Property or buildings or structures thereon against any person because of race, creed, color, religion or national origin; nor shall any person be deprived of the right to live in the Property or use any of the facilities therein by reason of race, creed, color, religion or national origin; and
- (c) Comply with all State and local law, in effect from time to time, prohibiting discrimination or segregation by reason of race, religion, color or national origin in the sale, lease, or occupancy of the Property.

BEING designated as Block 84-B, Lot 240 in the Deed Registry Office.

BEING the same property which the URA, by Indenture dated December 14, 1965 and recorded in the Recorder's Office in Deed Book Volume 4312, Page 501, granted and conveyed to the City.] *[Legal description and vesting deed reference to be updated upon conveyance of property by City to PPAP.]*

30. Taylor Street Parking Plaza (49-S-226)

ALL THAT CERTAIN lot or piece of ground situate in the 9<sup>th</sup> Ward of the City of Pittsburgh, County of Allegheny and Commonwealth of Pennsylvania, being Lot Numbers 96, 97, 98 and 99 in the McKinley Brothers Plan of Lots, as recorded in the Recorder's Office in Plan Book Volume 9, page 132, being more particularly bounded and described as follows:

BEGINNING as a point on the Northwesterly side of Taylor Street, distant 184.66 feet Northwardly from Liberty Avenue, running thence Northeastwardly along Taylor Street, 80 feet to the line of Lot No. 95 in the plan of lots hereinabove mentioned; thence Northwardly along line of said Lot No. 95, 120 feet to a 20 foot alley; thence along said alley Southwestwardly 80 feet to the line of Lot No. 100 in said plan; thence Southeastwardly along last mentioned line, 120 feet to Taylor Street, the place of beginning.

BEING designated as Block 49-S, Lot 226 in the Deed Registry Office.

BEING the same property which Columbia Lands & Buildings, Inc., by General Warranty Deed dated December 21, 2001 and recorded in the Recorder's Office in Deed Book Volume 11234, Page 233, granted and conveyed to the Authority.

31. Walter/Warrington Lot (14-B-132)

Parcel A:

ALL THAT CERTAIN lot or parcel of ground situate in the 18<sup>th</sup> Ward of the City of Pittsburgh, County of Allegheny and Commonwealth of Pennsylvania, being parts of Lots Nos. 19 and 20 in the Plan of T. S. Maples, recorded in Plan Book Volume 4, pages 54 and 55, being bounded and described as follows:

BEGINNING at a point on the southerly side of Warrington Avenue at the line of property now or formerly of the Estate of Edna Samide, Deceased, said point being distant South 89° West, 77.96 feet from the intersection of the southerly side of Warrington Avenue with the westerly side of Walter Avenue, 40 feet wide; thence along the southerly side of Warrington Avenue, North 89° East, a distance of 28.46 feet to a point on the line of property now or formerly of John Richter; thence along said line, South 1° 14' East, a distance of 147.50 feet to a point on the northerly side of Manton Alley, 20 feet wide; thence along said line, South 89° West, a distance of 29.32 feet to a point on the line of property now or formerly of the Estate of Edna Samide, Deceased, aforesaid; thence along said line, North 0° 53' 50" West, a distance of 147.50 feet to a point on the southerly side of Warrington Avenue, aforesaid, at the place of beginning.

SUBJECT TO terms and conditions of Agreement and encroachment of buildings on and from lot adjoining to the west, as inferred by Agreement between Walter Lembach, et ux, and John Ries, et ux, dated July 8, 1918 and recorded in Deed Book Volume 1932, page 363.

Encroachment of building onto right of way of Warrington Avenue as reflected in survey dated September 1973 prepared by Bierwerth-McCombs-Barton & Associates, Inc. for the Estate of Edna Samide.

BEING designated as part of Block 14-B, Lot 132 in the Deed Registry Office.

BEING the same property which George Papageorgiou and Cynthia Papageorgiou, by Indenture dated March 24, 1980 and recorded in the Recorder's Office in Deed Book Volume 6234, Page 742, granted and conveyed to the Authority.

Parcel B:

ALL THAT CERTAIN lot or piece of ground situate in the 18<sup>th</sup> Ward of the City of Pittsburgh, County of Allegheny and Commonwealth of Pennsylvania, bounded and described as follows:

BEGINNING on the Southerly line of Warrington Avenue at a point distant 78.02 feet Westerly from Walter Avenue; thence Westerly along line of Warrington Avenue, 25.12 feet; thence Southerly by a line parallel with Walter Avenue, 147 feet, 6 inches to Manton Alley; thence Easterly along line of said alley, 25.12 feet; thence Northerly by a line parallel with Walter Avenue, 147 feet, 6 inches to the place of beginning.

BEING designated as part of Block 14-B, Lot 132 in the Deed Registry Office.

BEING part of the same property which Richard S. Fassinger and Renee A. Fassinger, husband and wife, by Indenture dated March 4, 1980 and recorded in the Recorder's Office in Deed Book Volume 6228, Page 773, granted and conveyed to the Authority.

Parcel C:

ALL THAT CERTAIN lot or piece of ground situate in the 18<sup>th</sup> Ward of the City of Pittsburgh, County of Allegheny and Commonwealth of Pennsylvania, bounded and described as follows:

BEGINNING at a point on the Southerly side of Warrington Avenue, South 89° West, 77.96 feet from the intersection of the Southerly line of Warrington Avenue with the Westerly line of Walter Avenue; thence along Warrington Avenue, South 89° West, 0.06 feet; thence South 1° 14' East, 10.23 feet; thence North 0° 53' 50" West, 10.23 feet to the place of beginning.

BEING designated as part of Block 14-B, Lot 132 in the Deed Registry Office.

BEING part of the same property which Richard S. Fassinger and Renee A. Fassinger, husband and wife, by Indenture dated March 4, 1980 and recorded in the Recorder's Office in Deed Book Volume 6228, Page 773, granted and conveyed to the Authority.



31.1 JCC Lot (86-L-3 & 86-L-3-0-1) [This legal description will be inserted once we obtain a copy of the vesting deed.]

31.2 Shiloh Street Parking Plaza (4-F-280-A, 4-F-280-S, 4-G-49, 4-G-55)

(a) 4-F-280-A

ALL the air space beginning at U.S.G.S. Elevation 1124 over all that certain parcel of land situate in the 19<sup>th</sup> Ward of the City of Pittsburgh, County of Allegheny and Commonwealth of Pennsylvania, being Lot No. 2 in Plan of Lots laid out by First Federal Savings and Loan Association of Pittsburgh, as recorded in the Recorder's Office in Plan Book Volume 93, Page 109 (formerly being part of Lot No. 66 in the Richard Cowan Plan of Lots as recorded in the Recorder's Office in Plan Book Volume 1, Page 108), bounded and described as follows:

BEGINNING at a point on the northeasterly line of Virginia Avenue at the dividing line between Lots Nos. 1 and 2 in the First Federal Plan; thence along said line of Virginia Avenue, North 54° 57' 40" West a distance of 65.41 feet to a point on line dividing Lot No. 2 in the First Federal Plan from Lot No. 65 in the Richard Cowan Plan above mentioned; thence along said dividing line North 34° 56' 50" East a distance of 85.07 feet to a point on line of land now or formerly of Parking Authority of the City of Pittsburgh; thence along said land, South 55° 03' 10" East a distance of 21.75 feet to a point; thence continuing along the same, North 34° 56' 50" East a distance of 70 feet to a point on the southwesterly line of Beam Way; thence along said line of Beam Way, South 55° 03' 10" East a distance of 42.61 feet to a point; thence in a southeasterly direction by the arc of a circle curving to the right having a radius of 10 feet, an arc distance of 9.02 feet to a point on the westerly line of Shiloh Street; thence along said line of Shiloh Street, South 03° 22' 00" East a distance of 11.73 feet to a point on the dividing line between Lots Nos. 1 and 2 in the First Federal Plan aforesaid; thence along said dividing line North 55° 03' 10" West a distance of 14.06 feet to a point; thence continuing along the same, South 34° 56' 50" West a distance of 142.17 feet to a point on the northeasterly line of Virginia Avenue at the place of BEGINNING.

TOGETHER with any and all rights reserved unto PNC Bank, N.A. or the Grantor, including but not limited to the obligation to convey surface area for support of development of the air rights and the right to enter onto the property referenced above for development of the air rights, all as set forth in the deed from First Federal Savings and Loan Association of Pittsburgh to the Authority dated October 17, 1974 and recorded October 21, 1974 in Deed Book Volume 5426, Page 633.

**Restrictions.** THE PROPERTY HEREBY CONVEYED IS CONVEYED UNDER AND SUBJECT, NEVERTHELESS, TO THE FOLLOWING CONDITIONS AND RESTRICTIONS TO WHICH THE HEREBY GRANTED LOT OR PIECE OF GROUND AND ANY BUILDING WHICH MAY BE ERECTED THEREON NOW OR HEREAFTER SHALL BE AND REMAIN SUBJECT FOR THE PERIOD STATED: FROM THE DATE OF THIS DEED AND CONTINUING THEREAFTER FOR A PERIOD OF TWENTY-NINE (29) YEARS THE PROPERTY HEREBY CONVEYED OR ANY PART THEREOF OR ANY STRUCTURE THEREON OR HEREAFTER

ERECTED (A) SHALL BE USED ONLY FOR THE PURPOSE OF PUBLIC PARKING, AND (B) SHALL NOT HAVE ERECTED THEREIN OR THEREON ANY PAY TELEPHONES, TELECOMMUNICATION TOWERS OR TELECOMMUNICATIONS FACILITIES. THE GRANTEE, FOR ITSELF, ITS SUCCESSORS AND ASSIGNS BY ACCEPTANCE OF THIS DEED, AGREES WITH THE GRANTOR, ITS SUCCESSORS AND ASSIGNS, THAT SAID RESTRICTIONS AND CONDITIONS SHALL BE COVENANTS RUNNING WITH THE LAND, AND THAT IN ANY DEED OF CONVEYANCE OF SAID PROPERTY OR ANY PART THEREOF TO ANY PERSON OR PERSONS, SAID RESTRICTIONS AND CONDITIONS SHALL BE INCORPORATED BY REFERENCE TO THIS DEED AND THE RECORD HEREOF OR AS FULLY AS THE SAME ARE CONTAINED HEREIN, FOR THE PERIOD FOLLOWING THE DATE OF THIS DEED AND FOR A PERIOD OF TWENTY-NINE (29) YEARS THEREAFTER.

BEING designated as Block 4-F, Lot 280-A in the Deed Registry Office.

BEING the same property which Mt. Washington Community Development Corporation by Indenture dated April 26, 2000 and recorded in the Recorder's Office in Deed Book Volume 10748, Page 574, granted and conveyed to the Authority.

(b) 4-F-280-S

ALL THAT CERTAIN lot or piece of ground situate in the 19th Ward of the City of Pittsburgh, County of Allegheny and Commonwealth of Pennsylvania, being part of Lot No. 66 in the Richard Cowan Plan as recorded in the Recorder's Office in Plan Book Volume 1, page 108, bounded and described as follows:

BEGINNING on the Northeasterly side of Virginia Avenue, at the dividing line between Lots No. 65 and 66 on the Richard Cowan Plan of Lots; thence along said dividing line, North 34° 56' 50" East, a distance of 85.07' to a point on the Southwesterly corner of other lands of the Grantee; thence along the line of other lands of the Grantee, South 55° 03' 10" East, a distance of 21.75' to a point; thence continuing along the same, North 34° 56' 50" East, a distance of 70' to the Southwesterly side of Beam Way; thence along said side of Beam Way, South 55° 03' 10" East, a distance of 42.61' to a point; thence in a Southerly direction by the arc of a circle curving to the right and having a radius of 10', an arc distance of 9.02' to the Westerly side of Shiloh Street; thence along said side of Shiloh Street, South 03° 22' 00" East, a distance of 11.73' to a point at line of other lands of the Grantor; thence along said line of other lands of the Grantor, North 55° 03' 10" West, a distance of 14.06' to a point; thence continuing along the same, South 34° 56' 50" West, a distance of 142.17' to the Northeasterly side of Virginia Avenue aforesaid; and thence along said side of Virginia Avenue, North 54° 57' 40" West, a distance of 65.41' to the point at the place of beginning.

EXCEPTING AND RESERVING to the Grantor ownership to the air space over the above described parcel, beginning at U.S.G.S. Elevation 1124.

ALSO EXCEPTING AND RESERVING an easement across the above described parcel for ingress and egress for passenger vehicles and light duty trucks confined generally to the driveway, entrances and exits of the parking lot to be constructed on the above

described parcel, subject to the right of public parking lot patrons to use said easement in common with the Grantor, its successors and assigns and business invitees and subject to the right of the Grantee to enter upon and make repairs and maintain at its sole cost.

Grantor will permit Grantee's light poles to extend into Grantor's air space until such time as the air space is developed. The Grantor, for no charge, agrees to permit the Grantee at its expense to install lights on the underside of an air rights development over the above described parcel undertaken by the Grantor.

The above described parcel being also known as Lot No. 2 in the Plan laid out by First Federal Savings and Loan Association of Pittsburgh and recorded at Plan Book Volume 93, page 109.

BEING designated as Block 4-F, Lot 280-S in the Deed Registry Office.

BEING the same property which First Federal Savings and Loan Association of Pittsburgh, by Indenture dated October 17, 1974 and recorded in the Recorder's Office in Deed Book Volume 5426, Page 633, granted and conveyed to the Authority.

In the event an Air Right Development is undertaken by the Grantor, the Grantee agrees to convey to the Grantor the necessary surface area for support of the development, and rights to enter the Grantee's Property for construction of the Development. The payment to the Grantee by the Grantor for the area and rights shall be calculated by multiplying the actual surface area required by Grantor for support of air rights development by the actual square foot development cost of the premises herein conveyed and the premises conveyed to the Grantee herein by deed from Eugene H. Long, et ux, dated July 25, 1974, and recorded July 31, 1974, as Recorder's Instrument No. 38808, incurred by Grantee, (i.e., total Development Cost divided by total square footage of the two parcels). The columns and foundations shall be located in such a way to cause the least amount of disruption to the public parking lot layout. Under no circumstances are columns to be placed in drive aisle areas, the aisle area being the driveway area to permit ingress and egress to and from actual marked parking stalls as shown on the final construction drawings. Columns may be placed between parking stalls if proper clearance will be maintained between parking vehicles. Any property of Grantee damaged by the Grantor's construction activity shall be restored to its prior condition by Grantor, its agents or contractors, at the Grantor's expense.

(c) 4-G-49

ALL THAT CERTAIN lot or piece of ground situate in the 19<sup>th</sup> Ward of the City of Pittsburgh, County of Allegheny and Commonwealth of Pennsylvania, being Lot No. 1 in the First Federal Plan of Lots as recorded in the Recorder's Office in Plan Book Volume 93, page 109.

TOGETHER with any and all rights reserved unto PNC Bank, N.A. or the Grantor, including but not limited to the obligation to convey surface area for support of development of the air rights and the right to enter onto the property referenced above for development of the air rights, all as set forth in the deed from First Federal Savings and

Loan Association of Pittsburgh to the Authority dated October 17, 1974 and recorded October 21, 1974 in Deed Book Volume 5426, Page 633.

SUBJECT, NEVERTHELESS, to PNC Bank, N.A.'s right to park motor vehicles on this parcel and adjacent property in accordance with that certain Parking Agreement dated as of April 26, 2000 between PNC Bank, N.A. and the Authority, a Memorandum form of which has been recorded in the Recorder's Office.

**Restrictions.** THE PROPERTY HEREBY CONVEYED IS CONVEYED UNDER AND SUBJECT, NEVERTHELESS, TO THE FOLLOWING CONDITIONS AND RESTRICTIONS TO WHICH THE HEREBY GRANTED LOT OR PIECE OF GROUND AND ANY BUILDING WHICH MAY BE ERECTED THEREON NOW OR HEREAFTER SHALL BE AND REMAIN SUBJECT FOR THE PERIOD STATED: FROM THE DATE OF THIS DEED AND CONTINUING THEREAFTER FOR A PERIOD OF TWENTY-NINE (29) YEARS THE PROPERTY HEREBY CONVEYED OR ANY PART THEREOF OR ANY STRUCTURE THEREON OR HEREAFTER ERECTED (A) SHALL BE USED ONLY FOR THE PURPOSE OF PUBLIC PARKING, AND (B) SHALL NOT HAVE ERECTED THEREIN OR THEREON ANY PAY TELEPHONES, TELECOMMUNICATION TOWERS OR TELECOMMUNICATIONS FACILITIES. THE GRANTEE, FOR ITSELF, ITS SUCCESSORS AND ASSIGNS BY ACCEPTANCE OF THIS DEED, AGREES WITH THE GRANTOR, ITS SUCCESSORS AND ASSIGNS, THAT SAID RESTRICTIONS AND CONDITIONS SHALL BE COVENANTS RUNNING WITH THE LAND, AND THAT IN ANY DEED OF CONVEYANCE OF SAID PROPERTY OR ANY PART THEREOF TO ANY PERSON OR PERSONS, SAID RESTRICTIONS AND CONDITIONS SHALL BE INCORPORATED BY REFERENCE TO THIS DEED AND THE RECORD HEREOF OR AS FULLY AS THE SAME ARE CONTAINED HEREIN, FOR THE PERIOD FOLLOWING THE DATE OF THIS DEED AND FOR A PERIOD OF TWENTY-NINE (29) YEARS THEREAFTER.

BEING designated as Block 4-G, Lot 49 in the Deed Registry Office.

BEING the same property which Mt. Washington Community Development Corporation by Indenture dated April 26, 2000 and recorded in the Recorder's Office in Deed Book Volume 10748, Page 574, granted and conveyed to the Authority.

(d) 4-G-55

ALL THAT CERTAIN lot or piece of ground situate in the 19<sup>th</sup> (formerly 32<sup>nd</sup>) Ward of the City of Pittsburgh, County of Allegheny, Commonwealth of Pennsylvania, being part of Lot No. 66 in the plan of lots laid out by Richard Cowan, of record in the Recorder's Office in Plan Book Volume 1, page 108, and more particularly bounded and described as follows:

BEGINNING at a pin on the southerly side of Beam Way (formerly Star Way), at the dividing line between Lots Nos. 65 and 66 in said Plan; thence along said dividing line, in a southerly direction, a distance of 70 feet to a pin at the line of property now or formerly of S. E. Kimmel; thence along the line of said property, South 51° 36' East, 21.75 feet to a pin at the line of land now or formerly of August J. W. Ulrich; thence by said line of said

property, in a northerly direction 70 feet to Beam Way; thence along said Beam Way, in a westerly direction, a distance of 21.75 feet to the place of beginning.

BEING designated as Block 4-G, Lot 55 in the Deed Registry Office.

BEING the same property which Eugene H. Long and Betty Lou Long, husband and wife, by Indenture dated July 25, 1974 and recorded in the Recorder's Office in Deed Book Volume 5371, Page 95, granted and conveyed to the Authority.

31.3 Brookline Garage (97-D-67-S)

ALL THAT CERTAIN lot or piece of ground situate in the Nineteenth Ward of the City of Pittsburgh, Allegheny County, Pennsylvania, being known and numbered as Lot No. 613 in the West Liberty Improvement Company's Plan called Brookline as recorded in the Recorder's Office in Plan Book Volume 23, pages 4 and 5, bounded and described as follows:

BEGINNING on the Southwesterly side of Brookline Boulevard at the dividing line between Lots Nos. 612 and 613 in said plan; thence extending in front or width along said Brookline Boulevard, South 42° 14' East, Thirty (30) feet to the dividing line between Lots Nos. 613 and 614 in said plan; thence along said dividing line Southwestwardly One Hundred Twenty (120) feet to Trelona (formerly Thorn) Alley in said plan; thence along the line of said Trelona Alley North 42° 14' West, Thirty (30) feet to the dividing line between Lots Nos. 612 and 613 aforesaid; thence along said dividing line Northeastwardly One Hundred Twenty (120) feet to Brookline Boulevard aforesaid, at the place of beginning.

BEING designated as Block 97-D, Lot 67-S in the Deed Registry Office.

BEING the same property which Emma V. Hartman, widow, by Indenture dated September 11<sup>th</sup>, 1978 and recorded in the Recorder's Office in Deed Book Volume 6008, Page 169, granted and conveyed to the Authority.

32. First Avenue Garage (2-N-296, 2-N-298, 2-N-301)

(a) 2-N-296

ALL THAT CERTAIN lot or parcel of land situate in the First (1<sup>st</sup>) Ward of the City of Pittsburgh, County of Allegheny, and Commonwealth of Pennsylvania, being bounded and separately described as follows, to-wit:

BEING designated as Parcel #1A on the "Revision No. 3 – Improvement Subdivision Site Plan of Public Safety Complex" as recorded at the Recorder's Office in Plan Book Volume 199, pages 27-30, being more particularly bounded and described as follows:

BEGINNING at a point on the southern right of way line of First Avenue at a point common to the Eastern line of land now or formerly of the Port Authority Transit and being the northernmost corner of the parcel herein described; thence from said point of beginning and by the southern right of way line of First Avenue, South 63° 36' 13" East, a

distance of 20.00 feet to a point at the corner of Revision No. 2 – Improvement Subdivision Site Plan – Parcel #2 as recorded in Plan Book Volume 180, pages 157 through 164; thence by line of Parcel No. 2, South 26° 10' 22" West, a distance of 67.51 feet to a point; thence by same, by a curve to the left, having a radius of 180.00 feet, for an arc distance of 277.46 feet to a point; thence by same, South 62° 08' 41" East, a distance of 103.06 feet to a point; thence by same, North 27° 51' 19" East, a distance of 45.00 feet to a point at the southwest corner of Revision No. 3 – Improvement Subdivision Site Plan; thence by line of Parcel #3A and Parcel #3B, South 67° 50' 45" East, a distance of 130.43 feet to a point; thence by line of Parcel 3B, South 71° 36' 57" East, a distance of 195.62 feet to a point common to the Southwest corner of Revision No. 2 – Improvement Subdivision Site Plan Parcel #4 and the northwest corner of Parcel #1B, South 04° 41' 46" West, a distance of 62.50 feet to a point on the northern right of way line of S.R. 376; thence by the northern right of way line of S.R. 376, North 85° 18' 14" West, a distance of 9.64 feet to a point; thence by same, North 85° 10' 38" West, a distance of 24.94 feet to a point; thence by same, North 84° 55' 26" West, a distance of 24.90 feet to a point; thence by same, North 84° 32' 38" West, a distance of 24.87 feet to a point; thence by same, North 84° 02' 14" West, a distance of 24.83 feet to a point; thence by same, North 83° 24' 20" West, a distance of 24.79 feet to a point; thence by same, North 82° 38' 39" West, a distance of 24.75 feet to a point; thence by same, North 81° 45' 26" West, a distance of 24.71 feet to a point; thence by same, North 80° 44' 37" West, a distance of 24.68 feet to a point; thence by same, North 79° 36' 21" West, a distance of 24.92 feet to a point; thence by same, by a curve to the right, having a radius of 1382.75 feet, for an arc distance of 422.00 feet to a point; thence by same, South 27° 16' 22" West, a distance of 1.25 feet to a point; thence by same, North 60° 47' 00" West, a distance of 64.42 feet to a point; thence by same, North 58° 50' 19" West, a distance of 5.01 feet to a point; thence North 26° 10' 22" East, a distance of 217.05 feet to a point at corner of land now or formerly of the Port Authority Transit; thence by land now or formerly of the Port Authority Transit, South 63° 49' 38" East, a distance of 60.00 feet to a point; thence by same, North 26° 10' 22" East, a distance of 141.12 feet to a point, the place of beginning.

TOGETHER WITH AND SUBJECT TO the following:

1. Terms and conditions of a Cooperation Agreement between the City, the URA, County of Allegheny and Authority, dated May 2, 1991, as amended by Amendatory Cooperation Agreement dated December 30, 1991.
2. Certain easements and reservations as set forth in Deed dated December 30, 1991 from the URA to County of Allegheny as recorded in the Recorder's Office in Deed Book Volume 8632, Page 222.
3. A nineteen (19) foot corridor consisting of a five (5) foot landscaping corridor, a twelve (12) foot bicycle trail and a two (2) foot corridor for a railing, being the border between the southwesterly portion of the herein described portion of Parcel #1A and the Penn-Lincoln Parkway.
4. An aerial easement for highway purposes as granted to the Commonwealth of Pennsylvania for the Penn-Lincoln Parkway.

5. A Bell Telephone easement, approximate location as shown on survey made by Elliott Surveying dated July, 1990, as revised November 19, 1990.

6. An easement for a fiber optic cable as retained by CSX Transportation, Inc. in the aforementioned Deed to the URA, dated November 9, 1990, and recorded in the Recorder's Office in Deed Book Volume 8399, page 452.

7. An aerial easement for purposes as granted to the Commonwealth of Pennsylvania for the Port Authority Transit Bridge.

BEING designated as part of Block 2-N-296 in the Deed Registry Office.

BEING a part of the same property which the City, by Indenture dated August 14, 1996 and recorded in the Recorder's Office in Deed Book Volume 9762, Page 181, granted and conveyed to the Authority.

(b) 2-N-298

ALL THAT CERTAIN lot or parcel of land situate in the First (1<sup>st</sup>) Ward of the City of Pittsburgh, County of Allegheny and Commonwealth of Pennsylvania, being Parcel 2 in Revision No. 2 of the Improvement Subdivision Site Plan of Public Safety Complex as recorded in the Recorder's Office in Plan Book Volume 180, pages 157 to 164, being more particularly bounded and described as follows:

BEGINNING at the point of intersection of the Easterly line of Parcel 2 and the Northerly line of Parcel 1 in said Plan, the same being also the Southerly line of Parcel 3 in said Plan as conveyed by the URA to the City of Pittsburgh by deed dated June 9, 1993 and recorded in the Recorder's Office in Deed Book Volume 8982, Page 209; thence along said line North 27°51'19" East a distance of 204.45 feet to the point of intersection with the Southerly line of the area designated as First Avenue Right of Way to be dedicated on said Plan; thence along said line North 63°36'13" West a distance of 285.05 feet to a point on the Northeasterly line of Parcel 1 in said Plan; thence South 26°10'22" West a distance of 67.51 feet to a point of curve; thence along same by an arc of a circle deflecting to the left, having a radius of 180 feet for an arc distance of 277.46 feet to a point of tangency on the Southerly line of said Parcel 2 in said Plan; thence along said line South 62°08'41" East a distance of 103.06 feet to a point on the Easterly line of said Parcel 2 in said Plan; thence in a Northwardly direction North 27°51'19" East a distance of 45 feet to a point at the place of beginning.

TOGETHER WITH AND SUBJECT TO the terms and conditions of a Cooperation Agreement between City, the URA, County of Allegheny and Authority, dated May 2, 1991, as amended by Amendatory Cooperation Agreement dated December 30, 1991.

TOGETHER WITH AND SUBJECT TO certain easements and reservations as set forth in Deed dated December 30, 1991 from the URA to County of Allegheny as recorded in the Recorder's Office in Deed Book Volume 8632, Page 222.

TOGETHER WITH AND SUBJECT TO the Right of Way Agreement between the URA and Duquesne Light Company dated October 10, 1995.

SUBJECT TO an easement for a fiber optic cable as retained by CSX Transportation, Inc. in the aforementioned Deed to the URA, dated November 9, 1990 and recorded in the Recorder's Office in Deed Book Volume 8399, Page 452.

BEING designated as Block 2-N, Lot 298 in the Deed Registry Office.

BEING the same property which the URA, by Indenture dated July 11, 1996 and recorded in the Recorder's Office in Deed Book Volume 9739, Page 283, granted and conveyed to the Authority.

(c) 2-N-301

ALL THAT CERTAIN lot or parcel of land situate in the First (1<sup>st</sup>) Ward of the City of Pittsburgh, County of Allegheny, and Commonwealth of Pennsylvania, being bounded and separately described as follows, to-wit:

BEING designated as Parcel #3A on the "Revision No. 3 – Improvement Subdivision Site Plan of Public Safety Complex" as recorded at the Recorder's Office in Plan Book Volume 199, pages 27-30 and being more particularly bounded and described as follows, to-wit:

BEGINNING at a point on the southern right of way line of First Avenue at a point common to the northwest corner of Parcel #3B and also being the northeast corner of the parcel herein described; thence from said point of beginning and by line of Parcel #3B, South 27°51'19" West, a distance of 197.54 feet to a point on line of Parcel #1A, thence by line of Parcel #1A, North 67°50'45" West a distance of 93.49 feet to a point on line of Revision No. 2 – Improvement Subdivision Site Plan of Public Safety Complex as recorded in Plan Book Volume 180, pages 157 through 164; thence by line of Parcel #2, North 27°51'19" East, a distance of 204.45 feet to a point on the southern right of way line of First Avenue; thence by the southern right of way line of First Avenue, South 63°36'13" East, a distance of 93.06 feet to a point, the place of beginning.

TOGETHER WITH AND SUBJECT TO the following:

1. Pier and aerial easement for the Liberty Bridge.
2. Terms and conditions of the Cooperation Agreement dated May 2, 1991, between the City, the URA, County of Allegheny and The Authority; and the Amendatory Cooperation Agreement dated December 30, 1991, between the City, the URA and County of Allegheny.
3. Right to the use of certain drainage lines, including the right of connections thereto, as set forth in the above-mentioned Amendatory Cooperation Agreement dated December 30, 1991, and as also set forth in aforementioned deed dated December 30, 1991, between the URA and County of Allegheny as recorded in the Recorder's Office in Deed Book Volume 8632, Page 222.

BEING designated as Block 2-N, Lot 301 in the Deed Registry Office.



BEING a part of the same property which the City, by Indenture dated August 14, 1996 and recorded in the Recorder's Office in Deed Book Volume 9762, Page 181, granted and conveyed to the Authority.

33. Ft. Duquesne & Sixth Street Garage (8-S-10-1, 8-S-10-2)

Parcel A:

ALL THAT CERTAIN right, title and interest of every sort of the Grantors, whether by way of reversion, easement or otherwise, in and to that portion of Mentor Way (10.03 feet in width) in the Second Ward of the City of Pittsburgh, County of Allegheny and Commonwealth of Pennsylvania, more fully bounded and described by United States Standard Measure as follows to-wit:

BEGINNING at a point on the Easterly side of Mentor Way at the dividing line between land of the Grantee herein and land now or late of Theodore H. Makrauer, which point is distant along said side of Mentor Way, North 16° 46' 30" West, a distance of 146.17 feet from the Northeasterly corner of Mentor Way and Penn Avenue; thence South 73° 10' 20" West and crossing said Mentor Way, a distance of 10.03 feet to a point on the Westerly side of Mentor Way, which point is also located upon the line of land of the Grantee herein; thence by the Westerly side of Mentor Way and by lines of lands of The Northwestern Mutual Life Insurance Company and Grantee herein North 16° 46' 30" West, a distance of 147.08 feet to a point; thence crossing Mentor Way, South 61° 46' 30" East, a distance of 7.91 feet, to a point in Mentor Way; thence still crossing Mentor Way North 73° 10' 20" East, a distance of 4.44 feet to a point on the Easterly side of Mentor Way; and thence by the Easterly side of Mentor Way, South 16° 46' 30" East a distance of 141.49 feet to the point at the place of beginning.

BEING designated as a part of Block 8-S, Lot 10 in the Deed Registry Office.

BEING the same property which Marcus L. Aaron and Maxine G. Aaron, husband and wife, Alfred Cahen and Frencess Heller Cahen, husband and wife, Richard Heller and Jean N. Heller, husband and wife, Robert Rosenthal and Phillis Heller Rosenthal, husband and wife, Robert A. Ornitz and Ruth Friedman Ornitz, husband and wife, David G. Nathan and Jean Friedman Nathan, husband and wife, Louis Aaron Friedman and Judith C. Friedman, husband and wife, Louis K. Friedman, and Mellon National Bank and Trust Company, Co-Trustees under the Will of Fannie Aaron Friedman, deceased, by Quitclaim Deed dated April 23, 1958 and recorded in the Recorder's Office in Deed Book Volume 3764, Page 438, granted and conveyed to the Authority.

Parcel B:

ALL THAT CERTAIN lot or piece of ground situate in the Second Ward of the City of Pittsburgh, County of Allegheny, Commonwealth of Pennsylvania being bounded and described according to United States Standard Measure, as follows, to wit:

BEGINNING at a point on the easterly side of Cecil Place 20.05 feet wide, said point being distant along said side of Cecil Place South 16° 46' 30" East 60 feet from the southeast corner of said Cecil Place and Fort Duquesne Boulevard, formerly Duquesne

Way; thence along the easterly side of said Cecil Place South 16° 46' 30" East 60 feet to a point; thence in an easterly direction and parallel with Fort Duquesne Boulevard North 73° 11' 50" East a distance of 120.32 feet to a point on the westerly side of Mentor Way 10.03 feet wide; thence along the westerly side of Mentor Way North 16° 46' 30" West a distance of 60 feet to a point; thence in a westerly direction and parallel with Fort Duquesne Boulevard South 73° 11' 50" West a distance of 120.32 feet to the point on the easterly side of the aforementioned Cecil Place, the point at the place of beginning.

BEING designated as a part of Block 8-S, Lot 10 in the Deed Registry Office.

BEING the same property which Joseph Horne Co., by Indenture dated December 27, 1956 and recorded in the Recorder's Office in Deed Book Volume 3593, Page 520, granted and conveyed to the Authority.

Parcel C:

ALL THOSE CERTAIN lots or pieces of ground situate in the Second Ward of the City of Pittsburgh, County of Allegheny and Commonwealth of Pennsylvania, being more fully bounded and described as follows, to-wit:

BEGINNING at a point on the westerly side of Sixth Street, at the northerly line of property now or formerly of Daniel Makrauer, said point being distant northwardly 146.17 feet from the northwesterly corner of Penn Avenue and Sixth Street; thence northwardly, along the westerly side of Sixth Street, 35.40 feet to the dividing line between the property herein described and property now or formerly of Milton Wirtzman; thence along said dividing line, westwardly, and parallel, or nearly so, with Penn Avenue, 110 feet more or less to a 10-ft. alley called Mentor Way; thence southwardly, along said alley, and parallel, or early so with Sixth Street, 35.62 feet to the northerly line of property now or formerly of Daniel Makrauer; thence along the said Makrauer property, eastwardly, 110 feet more or less to Sixth Street, at the place of beginning.

BEGINNING at a point on the westerly side of Sixth Street, on the northerly line of property now or formerly of Thompson's Restaurant Company, said point being distant northwardly 182 feet more or less from the northwest corner of Penn Avenue and Sixth Street; thence northwardly along Sixth Street 18.33 feet, more or less, to the dividing line between the property herein described and property of B. K. Elliott Company; thence westwardly by said dividing line 110 feet to a 10-ft. alley called Mentor Way; thence southwardly along said alley 18.33 feet, more or less, to the northerly line of property now or formerly of Thompson's Restaurant Company; and thence along said property of Thompson's Restaurant Company eastwardly 110 feet to the place of beginning.

UNDER AND SUBJECT TO a mortgage dated September 2, 1955, from Bessemer Land Company, Inc., to The Union National Bank of Pittsburgh in the amount of \$190,000, of record in the Recorder's Office of Allegheny County, Pennsylvania, in Mortgage Book Volume 3733, Page 97, it being understood and agreed that the grantee herein assumes no responsibility for the payment of such mortgage.

BEING designated as a part of Block 8-S, Lot 10 in the Deed Registry Office.

BEING the same property which Bessemer Land Company, Inc., by Indenture dated December 27, 1956 and recorded in the Recorder's Office in Deed Book Volume 3593, Page 517, granted and conveyed to the Authority.

Parcel D:

ALL THAT CERTAIN lot or piece of ground situate in the Second Ward of the City of Pittsburgh, County of Allegheny, Commonwealth of Pennsylvania, being more fully bounded and described according to United States Standard Measure, as follows, to-wit:

BEGINNING at the intersection of the easterly side of Cecil Place (20.05 feet wide) with the southerly side of Fort Duquesne Boulevard (formerly Duquesne Way); thence along said easterly side of Cecil Place, South 16° 46' 30" East, a distance of sixty (60) feet to the dividing line between the property herein described and property previously conveyed by the grantor herein to the grantee herein by deed dated December 27, 1956, and recorded in the Recorder's Office of Allegheny County, Pennsylvania, in Deed Book Volume 3593, page 520; thence by said dividing line in an easterly direction and parallel with Fort Duquesne Boulevard, North 73° 11' 50" East, a distance of One Hundred Twenty and 32/100 (120.32) feet to the westerly side of Mentor Way (10.03 feet wide); thence along the westerly side of Mentor Way North 16° 46' 30" West, a distance of Sixty (60) feet to the intersection of said westerly side of Mentor Way with the southerly side of Fort Duquesne Boulevard; thence by said southerly side of Fort Duquesne Boulevard, South 73° 11' 50" West, a distance of One Hundred Twenty and 32/100 (120.32) feet to the point on the easterly side of Cecil Place at the place of beginning.

SUBJECT TO an easement and right of way granted by Joseph Horne Co., the grantor herein, to Michael E. Catanzaro and Ida Catanzaro, his wife, Gerard C. Chirichigno and Angela E. Chirichigno, his wife, Samuel Vincent Albo and Hettie W. Albo, his wife, and Karl Wentzel and Frances D. Wentzel, his wife, by deed dated the 30<sup>th</sup> day of April 1957, and recorded in the Recorder's Office of Allegheny County, Pennsylvania, in Deed Book Volume \_\_ page \_\_.

BEING designated as a part of Block 8-S, Lot 10 in the Deed Registry Office.

BEING the same property which Joseph Horne Co., by Deed dated May 3, 1957 and recorded in the Recorder's Office in Deed Book Volume 3608, Page 362, granted and conveyed to the Authority.

Parcel E:

ALL THAT CERTAIN lot or piece of ground situate in the Second (formerly Fourth) Ward of the City of Pittsburgh, County and Allegheny and Commonwealth of Pennsylvania, bounded and described as follows, to-wit:

BEGINNING on the Westerly side of Sixth Street (formerly St. Clair Street) at a point distant one hundred ninety-nine and eighty-four hundredths (199.84) feet Northerly from the Northerly side of Penn Avenue, at the center line of a party wall dividing the building erected on this lot and the building erected on the lot immediately adjoining on the South, now or lately owned by A. Spear; thence Northerly along Sixth Street twenty-seven (27)

feet more or less to the Southerly line of property now or late of John Bissell; thence Westerly along the same, parallel with Penn Avenue one hundred ten and one hundred twenty-five thousandths (110.125) feet to a point on the Easterly side of a ten (10) foot alley distant two hundred twenty-six and fifty-eight hundredths (226.58) feet from the Northerly side of Penn Avenue; thence Southerly along said alley a distance of twenty-six and eighty-one hundredths (26.81) feet to the Northerly line of property now or late of A. Spear; thence Easterly along the same and through the center line of said party wall first mentioned and at right angles to Sixth Street a distance of one hundred ten and one hundred twenty-five thousandths (110.125) feet to the place of beginning. The distance herein used being United States measure.

BEING designated as a part of Block 8-S, Lot 10 in the Deed Registry Office.

BEING the same property which B.K. Elliott Company, by Indenture dated May 3, 1957 and recorded in the Recorder's Office in Deed Book Volume 3608, Page 356, granted and conveyed to the Authority.

Parcel F:

ALL THAT CERTAIN lot or piece of ground situate in the Second Ward of the City of Pittsburgh, County of Allegheny and Commonwealth of Pennsylvania, bounded and described as follows, to-wit:

BEGINNING on the westerly side of Sixth Street at line of land now or formerly of Henry Phipps, distant measured along said side of Sixth Street, 287.72 feet northwardly from the northerly side of Penn Avenue; thence along said side of Sixth Street Southwardly 42.19 feet to the center line of a 13-inch party wall between buildings known as Nos. 122-124 Sixth Street, that is, the property herein conveyed and property now or formerly of L. W. Monteverde, et ux; thence along the center of said party wall and said center line extended westwardly 110.28 feet to a private alley 10-feet in width called Mentor Way; thence along the easterly side of said Mentor Way northwardly 40.49 feet to the aforesaid lands now or formerly of Henry Phipps; thence by said lands eastwardly 110.125 feet to Sixth Street, at the place of beginning.

BEING designated as a part of Block 8-S, Lot 10 in the Deed Registry Office.

BEING the same property which Thomas F. Ventresca and Katherine K. Ventresca, husband and wife, by Indenture dated May 27, 1957 and recorded in the Recorder's Office in Deed Book Volume 3605, Page 704, granted and conveyed to the Authority.

Parcel G:

ALL THAT CERTAIN lot or piece of ground situate in the Second Ward of the City of Pittsburgh, County of Allegheny and Commonwealth of Pennsylvania, more particularly bounded and described as follows, to-wit:

BEGINNING at a point on the easterly side of Mentor Way (10.03 ft. wide) which point is distant South 16° 46' 30" East, 132.91 ft. from the southerly line of Fort Duquesne

Boulevard; thence extending southwardly preserving a uniform width of 10.03 feet throughout, a distance of 287.66 ft. to Penn Avenue.

BEING designated as a part of Block 8-S, Lot 10 in the Deed Registry Office.

BEING the same property which Michael Catanzaro and Ida Catanzaro, husband and wife, Gerard C. Chirichigno and Angela E. Chirichigno, husband and wife, Samuel Vincent Albo and Hettie W. Albo, husband and wife, and Karl Wentzel and Frances D. Wentzel, husband and wife, by Indenture dated January 31, 1957 and recorded in the Recorder's Office in Deed Book Volume 3620, Page 334, granted and conveyed to the Authority.

Parcel H:

ALL THAT CERTAIN lot or piece of ground situate in the Second Ward of the City of Pittsburgh, County of Allegheny and Commonwealth of Pennsylvania, being more fully bounded and described according to United States Standard Measure as follows, to wit:

BEGINNING at a point on the Westerly side of Sixth Street at the dividing line between the property herein conveyed and property heretofore conveyed to the party of the second part hereby by Thomas F. Ventresca et ux, said point being located in the center of a party wall between said properties and being distant measured along said Westerly side of Sixth Street, North 16° 46' 30" West, 245.53 feet from the Northerly side of Penn Avenue; thence along said side of Sixth Street, South 16° 46' 30" East, a distance of 18.81 feet, more or less to property heretofore conveyed to the party of the second part herein by B. K. Elliott Company; thence by said last mentioned property and through a party wall, South 73° 10' 20" West, a distance of 110.28 feet to a 10 foot alley called Mentor Way; thence by the Easterly side of said Mentor Way, North 16° 46' 30" West, a distance of 20.35 feet, more or less, to the dividing line between the property herein conveyed and property heretofore conveyed to the party of the second part herein by Thomas F. Ventresca et ux, said dividing line being located in the center of a party wall between said properties; and thence by said dividing line and through said party wall, North 80° 45' 30" East, a distance of 110.28 feet, more or less, to the point on the Westerly side of Sixth Street, at the place of beginning.

TOGETHER WITH the appurtenances thereon and the use of said 10 foot alley along the rear known as Mentor Way extending from Fort Duquesne Boulevard to Penn Avenue in common with the other parties entitled to the use thereof.

UNDER AND SUBJECT TO a mortgage dated June 7, 1956 from Bessemer Land Company, Inc. to The Union National Bank of Pittsburgh, in the amount of \$60,000, of record in Recorder's Office of Allegheny County, Pennsylvania, in Mortgage Book Volume 3746, page 175, it being understood and agreed that the Grantee herein assumes no responsibility for the payment of this mortgage.

BEING designated as a part of Block 8-S, Lot 10 in the Deed Registry Office.

BEING the same property which Bessemer Land Company, Inc., by Deed dated September 24, 1957 and recorded in the Recorder's Office in Deed Book Volume 3629, Page 301, granted and conveyed to the Authority.

Parcel I:

ALL THAT CERTAIN lot or piece of ground in the Second Ward of the City of Pittsburgh, County of Allegheny and Commonwealth of Pennsylvania, being more fully bounded and described by United States Standard Measure as follows, to wit:

BEGINNING at a point on the Easterly side of Cecil Place twenty and five hundredths (20.05) feet in width, which point is distant along said side of Cecil Place, South 16° 46' 30" East, two hundred thirteen and thirty-eight hundredths (213.38) feet from the southerly line of Fort Duquesne Boulevard; thence North 73° 11' 50" East and through a building known as the Oppenheim-Collins Building, a distance of fifty-nine and ninety-seven hundredths (59.97) feet to the dividing line between the land herein conveyed and land of The Northwestern Mutual Life Insurance Company; thence by said dividing line North 16° 50' 40" West, a distance of ninety-two and eighty-seven hundredths (92.87) feet to the northwesterly corner of said land of The Northwestern Mutual Life Insurance Company; thence still by the aforementioned dividing line, North 73° 14' 20" East, a distance of sixty and forty-six hundredths (60.46) feet to the Westerly side of an alley ten and three hundredths (10.03) feet in width known as Mentor Way; thence by said Westerly side of Mentor Way, North 16° 46' 30" West, a distance of fifty-five hundredths (0.55) feet to the dividing line between the land herein conveyed and land previously conveyed by the grantor herein to the grantee herein by deed dated December 27, 1956, and recorded in the Recorder's Office of Allegheny County, Pennsylvania, in Deed Book Volume 3593, page 520; thence by said last mentioned dividing line, South 73° 11' 50" West, a distance of one hundred twenty and thirty-two hundredths (120.32) feet to the Easterly side of Cecil Place; and thence by the Easterly side of Cecil Place, South 16° 46' 30" East, a distance of ninety-three and thirty-eight hundredths (93.38) feet to the point at the place of beginning.

BEING designated as a part of Block 8-S, Lot 10 in the Deed Registry Office.

BEING the same property which Joseph Horne Co., by Deed dated September 24, 1957 and recorded in the Recorder's Office in Deed Book Volume 3629, Page 302, granted and conveyed to the Authority.

Parcel J:

ALL THAT CERTAIN lot or piece of ground situate in the Second Ward of the City of Pittsburgh, County of Allegheny and Commonwealth of Pennsylvania, being more fully bounded and described according to United States Standard Measure as follows, to-wit:

BEGINNING at a point on the westerly side of Mentor Way (10.03 feet in width), which point is distant along said side of Mentor Way, South 16° 46' 30" East, a distance of 213.38 feet from the southwest corner of said Mentor Way and Fort Duquesne Boulevard, the said point being also located upon the boundary line between the land herein conveyed and other land of the Grantor herein; thence by said boundary line South 73°

11' 50" West, a distance of 60.35 feet to the line of land heretofore conveyed by Joseph Horne Co., to the Grantee herein by deed dated September 24, 1957 and recorded in the Office of the Recorder of Deeds of Allegheny County, Pennsylvania, on October 8, 1957, (Instrument No. 61867); thence by the line of said last mentioned land, North 16° 50' 40" West, a distance of 92.87 feet to a point; thence still by the line of said land heretofore conveyed by Joseph Horne Co., to the Grantee herein, North 73° 14' 20" East, a distance of 60.46 feet to the westerly side of Mentor Way, and thence by the westerly side of Mentor Way, South 16° 46' 30" East, a distance of 92.83 feet, to the point at the place of beginning.

BEING designated as a part of Block 8-S, Lot 10 in the Deed Registry Office.

BEING a part of the same property which The Northwestern Mutual Life Insurance Company, by Deed dated November 20, 1957 and recorded in the Recorder's Office in Deed Book Volume 3631, Page 386, granted and conveyed to the Authority.

Parcel K:

ALL THAT CERTAIN right, title and interest of every sort of the Grantors herein, whether by way of reversion, easement, or otherwise, in and to that portion of Mentor Way (10.03 feet in width) in the Second Ward of the City of Pittsburgh, County of Allegheny and Commonwealth of Pennsylvania, more fully bounded and described by United States Standard Measure as follows, to-wit:

BEGINNING at a point on the easterly side of Mentor Way at the dividing line between land of the Grantee herein and land now or late of Daniel Makrauer, which point is distant along said side of Mentor Way, North 16° 46' 30" West, a distance of 146.17 feet from the northeasterly corner of Mentor Way and Penn Avenue; thence South 73° 10' 20" West, and crossing said Mentor Way, a distance of 10.03 feet to a point on the westerly side of Mentor Way, which point is also located upon the line of land of the Grantor herein; thence by the westerly side of Mentor Way and by lines of lands of the Grantor and Grantee herein North 16° 46' 30" West, a distance of 147.08 feet to a point; thence crossing Mentor Way, South 61° 46' 30" East, a distance of 7.91 feet to a point in Mentor Way; thence still crossing Mentor Way North 73° 10' 20" East, a distance of 4.44 feet to a point on the easterly side of Mentor Way; and thence by the easterly side of Mentor Way, South 16° 46' 30" East, a distance of 141.49 feet to the point at the place of beginning.

BEING designated as a part of Block 8-S, Lot 10 in the Deed Registry Office.

BEING a part of the same property which The Northwestern Mutual Life Insurance Company, by Deed dated November 20, 1957 and recorded in the Recorder's Office in Deed Book Volume 3631, Page 386, granted and conveyed to the Authority.

Parcel L:

ALL THAT CERTAIN right, title and interest of every sort of the Grantor(s), whether by way of reversion, easement or otherwise, in and to that portion of Mentor Way (10.03 feet in width) in the Second Ward of the City of Pittsburgh, County of Allegheny and

Commonwealth of Pennsylvania, more fully bounded and described by United States Standard Measure as follows, to-wit:

BEGINNING at a point on the easterly side of Mentor Way, which point is distant along said easterly side of Mentor Way, North 16° 46' 30" West, one hundred seventy-three and 04/100 (173.04) feet from the northeasterly corner of Penn Avenue and Mentor Way; thence crossing Mentor Way diagonally, South 43° 13' 30" West, a distance of eleven and 58/100 (11.58) feet to a point on the westerly side of Mentor Way, which point is distant along said westerly side of Mentor Way, North 16° 46' 30" West, one hundred sixty-seven and 51/100 (167.51) feet from the northwesterly corner of Penn Avenue and Mentor Way; thence along the westerly side of Mentor Way, North 16° 46' 30" West, a distance of one hundred twenty-five and 75/100 (125.75) feet to a point, which point is distant along said westerly side of Mentor Way, South 16° 46' 30" East, a distance of one hundred twenty-seven and 31/100 (127.31) feet from the southwesterly corner of Fort Duquesne Boulevard and Mentor Way; thence crossing Mentor Way by the following two courses and distances: South 61° 46' 30" East, a distance of seven and 91/100 (7.91) feet and North 73° 10' 20" East, a distance of four and 44/100 (4.44) feet to a point on the easterly side of Mentor Way, which point is distant along said easterly side of Mentor Way, South 16° 46' 30" East, one hundred thirty-two and 91/100 (132.91) feet from the southeasterly corner of Mentor Way and Fort Duquesne Boulevard, said point being also located upon the dividing line between lands of Public Parking Authority of Pittsburgh and lands of Samuel V. Albo et ux, et al; thence along the easterly side of Mentor Way, South 16° 46' 30" East, a distance of one hundred fourteen and 37/100 (114.37) feet to a point at the place of beginning.

BEING designated as a part of Block 8-S, Lot 10 in the Deed Registry Office.

BEING the same property which John J. Bissell and Margaret S. Bissell, husband and wife, by Quitclaim Deed dated May 14, 1958 and recorded in the Recorder's Office in Deed Book Volume 3691, Page 635, granted and conveyed to the Authority.

Parcel M:

ALL THAT CERTAIN right, title and interest of every sort of the Grantors herein, whether by way of reversion, easement or otherwise, in and to the following portion of Mentor Way (10.03 feet in width) in the Second Ward of the City of Pittsburgh, County of Allegheny and Commonwealth of Pennsylvania, more fully bounded and described by United States Standard Measure as follows, to-wit:

BEGINNING at a point on the westerly side of Mentor Way which point is distant South 16° 46' 30" East, 132.91 feet from the southerly line of Fort Duquesne Boulevard, said point being also located on the northerly line of property heretofore released unto the Grantee herein by the Grantors herein by Deed dated January 31, 1957, and recorded in Recorder's Office of Allegheny County, Pennsylvania, in Deed Book Vol. 3620, page 339; thence along the westerly line of Mentor Way North 16° 46' 30" West, a distance of 5.59 feet to a point; thence South 61° 46' 30" East, a distance of 7.91 feet to a point on the northerly line of the above mentioned property heretofore released by the Grantors herein to the Grantees herein by Deed dated January 31, 1957, and recorded in Deed Book Vol.



3620, page 339; and thence by the northerly line of said last mentioned property, South 73° 10' 20" West, a distance of 5.59 feet, more or less, to the point on the westerly side of Mentor Way at the place of beginning.

BEING designated as a part of Block 8-S, Lot 10 in the Deed Registry Office.

BEING the same property which Michael E. Catanzaro and Ida Catanzaro, husband and wife, Gerald C. Chirichigno and Angela E. Chirichigno, husband and wife, Samuel Vincent Albo and Hettie W. Albo, husband and wife, and Karl Wentzel and Frances D. Wentzel, husband and wife, by Indenture dated March 31, 1958 and recorded in the Recorder's Office in Deed Book Volume 3699, Page 429, granted and conveyed to the Authority.

Parcel N:

ALL THAT CERTAIN right, title and interest of every sort of the Grantor(s), whether by way of reversion, easement or otherwise, in and to that portion of Mentor Way (10.03 feet in width) in the Second Ward of the City of Pittsburgh, County of Allegheny and Commonwealth of Pennsylvania, more fully bounded and described by United States Standard Measure as follows to-wit:

BEGINNING at a point on the easterly side of Mentor Way, which point is distant along said easterly side of Mentor Way, North 16° 46' 30" West, one hundred seventy-three and 04/100 (173.04) feet from the northeasterly corner of Penn Avenue and Mentor Way; thence crossing Mentor Way diagonally, South 43° 13' 30" West, a distance of eleven and 58/100 (11.58) feet to a point on the westerly side of Mentor Way, which point is distant along said westerly side of Mentor Way, North 16° 46' 30" West, one hundred sixty-seven and 51/100 (167.51) feet from the northwesterly corner of Penn Avenue and Mentor Way; thence along the westerly side of Mentor Way, North 16° 46' 30" West, a distance of one hundred twenty-five and 75/100 (125.75) feet to a point, which point is distant along said westerly side of Mentor Way, South 16° 46' 30" East, a distance of one hundred twenty-seven and 31/100 (127.31) feet from the southwesterly corner of Fort Duquesne Boulevard and Mentor Way; thence crossing Mentor Way by the following two courses and distances: South 61° 46' 30" East, a distance of seven and 91/100 (7.91) feet and North 73° 10' 20" East, a distance of four and 44/100 (4.44) feet to a point on the easterly side of Mentor Way, which point is distant along said easterly side of Mentor Way, South 16° 46' 30" East, one hundred thirty-two and 91/100 (132.91) feet from the southeasterly corner of Mentor Way and Fort Duquesne Boulevard, said point being also located upon the dividing line between lands of Public Parking Authority of Pittsburgh and lands of Samuel V. Albo et ux, et al; thence along the easterly side of Mentor Way, South 16° 46' 30" East, a distance of one hundred fourteen and 37/100 (114.37) feet to a point at the place of beginning.

BEING designated as a part of Block 8-S, Lot 10 in the Deed Registry Office.

BEING the same property which Theodore Makrauer and Gertude Mackrauer, by Quitclaim Deed dated May 9, 1958 and recorded in the Recorder's Office in Deed Book Volume 3691, Page 637, granted and conveyed to the Authority.

Parcel O:

ALL THAT CERTAIN lot or piece of ground situate in the Second Ward, City of Pittsburgh, County of Allegheny and Commonwealth of Pennsylvania, being described according to U.S. Standard measurements as follows:

BEGINNING on the Westerly side of Sixth Street, 60 feet wide, at a point thereon distant 287.80 feet Northwardly as measured along said side of Sixth Street from the Northwesterly corner of Sixth Street and Penn Avenue before the widening of said corner by Ordinance No. 321 of City of Pittsburgh, approved August 2, 1948, of record in Ordinance Book Volume 55, Page 452, said place of beginning being also at the line of property now or late of Earl Turner and Mary J. Turner, his wife; thence along said last mentioned line, South 70° 52' West, a distance of 110.95 feet to a point on the Easterly side of Mentor Way, 10 feet wide; thence along said side of Mentor Way, North 19° West, a distance of 133.44 feet to a point on the Southerly line of Fort Duquesne Boulevard (formerly Duquesne Way); thence along said side of Fort Duquesne Boulevard, North 70° 57' East, a distance of 110.95 feet to a point on the Westerly side of Sixth Street aforesaid; thence along said side of Sixth Street, South 19° East, a distance of 133.28 feet to the place of beginning.

TOGETHER with all their right, title and interest of, in and to Mentor Way and the land lying between the Southerly line of Fort Duquesne Boulevard and the Allegheny River North of the property hereinabove described.

BEING designated as a part of Block 8-S, Lot 10 in the Deed Registry Office.

BEING the same property which Samuel V. Albo and Hettie W. Albo, husband and wife, Gerald C. Chirichigno and Angela Chirichigno, husband and wife, Michael E. Catanzaro and Ida Catanzaro, husband and wife, and Karl Wentzel and Frances D. Wentzel, husband and wife, by Indenture dated April 1, 1964 and recorded in the Recorder's Office in Deed Book Volume 4145, Page 376, granted and conveyed to the Authority.

34. Forbes Semple Garage (28-F-368-1, 28-F-368-2, 28-F-375)

Parcel A:

ALL THAT CERTAIN parcel of land situate in the Fourth Ward of the City of Pittsburgh, County of Allegheny, and Commonwealth of Pennsylvania, bounded and described as follows:

STARTING at a point, said point being the most northeasterly intersection of Forbes and Semple Streets; thence in a southeasterly direction along the northern line of Semple Street, South 43° 32' East, a distance of 135.51 feet to a point, said point being the place of beginning; thence continuing in a southeasterly direction along the northerly line of Semple Street, South 43° 32' East, a distance of 61.48 feet to a point, said point being also the most northwesterly intersection of Semple Street and Fresco Way; thence in a northeasterly direction along the most westerly line of Fresco Way, North 46° 30' East, a distance of 142.23 feet (deed 142.40 feet) to a point, said point being the most southwesterly intersection of Meyran Street and Fresco Way; thence in a northwesterly

direction along the southerly line of Meyran Street, North 43° 29' West a distance of 61.56 feet to a point; thence in a southwesterly direction South 46° 28' West, a distance of 142.28 feet to a point, said point being on the northerly line of Semple Street and also being the place of beginning.

Said description is in accordance with plan prepared by Tait Engineering for Donald M. McNeil dated May 30, 1975.

SECOND: There is also conveyed herewith air rights in the following described property, above elevation 1,018.00 feet as measured from the elevations set forth in said Tait Plan, (assumed base elevation 996.00). The said air rights are above the following described real estate:

BEGINNING at a point, said point being the most northeasterly intersection of Forbes and Semple Streets; thence in a southeasterly direction along the northerly line of Semple Street South 43° 32' East, a distance of 135.51 feet to a point; thence in a northeasterly direction North 46° 28' East a distance of 71.85 feet to a point; thence in a northwesterly direction North 43° 29' West a distance of 135.47 feet to a point, said point being on the easterly line of Forbes Street; thence in a southwesterly direction along the easterly line of Forbes Street South 46° 30' West, a distance of 71.97 feet to a point, said point being the most northeasterly intersection of Forbes and Semple Streets and also the place of beginning. The top surface of all foundation supports or footers located in the above described area, will be below elevation 996.00 and are positioned as drawn and dimensions on the Foundation Plan of Donald M. McNeil & Associates, Inc. Drawing S-1.

THIRD: Air rights for the ramplane within the limits of the rampway area description above an inclined plane ascending from an elevation of 1009 to an elevation of 1018 described in more detail in the rampway area description set forth as follows:

STARTING at a point, said point being the most northeasterly intersection of Forbes and Semple Streets; thence in a southeasterly direction and along the most northerly line of Semple Street, South 43°32' East a distance of 24.00 feet to a point, said point being also the place of beginning; thence continuing in a southeasterly direction and along the northerly line of Semple Street, South 43° 32' East, a distance of 111.51 feet to a point; thence in a northeasterly direction North 46° 28' East, a distance of 20.00 feet to a point; thence in a northwesterly direction North 43° 32' West, a distance of 111.51 feet to a point; thence in a southwesterly direction South 46° 30' West a distance of 20.00 feet to a point; said point being on the most northerly line of Semple Street and being also the place of beginning.

The air rights for the above described area are as follows: Beginning at the most easterly line, (North 46° 28' West, a distance of 20.00 feet) at an elevation of 1009.00 feet and ascending as a plane having a length of 111.51 feet, to an elevation of 1018.00 feet.

FOURTH: All surface rights to those columns of air space between elevations 996 and 1018 located within the area described under Parcel 2 hereof which surround the vertical structural steel supporting members, the center points and dimensions of which are

approximately located on the Foundation Plan of Donald McNeil & Associates, Inc. Drawing S-1, dated January, 1977.

FIFTH: ALL those sub-surface rights for the underground supporting foundations and footings for the above mentioned vertical structural steel members, below an elevation of 996 and located within the area described by Parcel 2 and approximately centered in the locations set forth in the above described Foundation Plan, dated January, 1977.

SIXTH: Together with a Construction and Maintenance easement over, under, across and upon the following described property:

ALL that parcel of land situated in the Fourth Ward, City of Pittsburgh, Allegheny County, Pennsylvania.

Starting at a point, said point being the most southwesterly intersection of Forbes and Meyran Streets; thence in a southeasterly direction along the southerly line of Meyran Street, South 43° 29' East a distance of 125.43 feet to a point, said point also being the place of beginning; thence continuing in a southeasterly direction along the southerly line of Meyran Street, South 43° 29' East a distance of 10.00 feet to a point; thence in a southwesterly direction, South 46° 28' West a distance of 70.43 feet to a point; thence in a northwesterly direction North 43° 29' West a distance of 10.04 feet to a point; thence in a northeasterly direction North 46° 30' East a distance of 70.43 feet to a point, said point being on the southerly line of Meyran Street and also the place of beginning.

SUBJECT TO existing structures of Parkvale. There shall be no entrance or exit for vehicles via Parcel #6.

This is for the purpose, construction and maintenance of the parking garage facility proposed to be erected on Parcel described in First and Second descriptions hereof for so long as a parking garage facility is situated upon said ground.

SEVENTH: Together with a sub-surface Foundation easement for the placing of underground supporting foundations or footings within the Foundation Easement Area set forth in Sixth description herein, which Foundation Easement is as follows:

Pertaining to this parcel, the sub-surface rights to a strip of land, of a 2.00 foot even width, extending from Meyran Street to the 10.04 feet rear property line, and being adjacent to the most easterly property line (South 46° 28' West, a distance of 70.43 feet) shall be used for placing underground supporting foundations or footings.

SUBJECT TO any existing installations of seller in said foundation easement.

EIGHTH: Together with a construction and maintenance easement over, under, across and upon the surface, sub-surface and air rights to an elevation of 1018 of second described parcel herein for the purpose of construction and maintenance of the improvements erected within second described parcel above elevation 1018 and supported through the surface and sub-surface of the second described parcel herein.

SUBJECT TO any and all encroachments, if any, of any installation of seller.

BEING designated as part of Block 28-F, Lot 375 and Block 28-F, Lots 368-1 and 368-2 in the Deed Registry Office.

BEING the same property which Parkvale Savings Association, by Indenture dated February 22, 1977 and recorded in the Recorder's Office in Deed Book Volume 5744, Page 94, granted and conveyed to the Authority.

Parcel B:

Now or formerly of Edward and Bertha Muldowney, D.B. Vol. 4244, Page 389, said parcel being situate in the Fourth Ward, City of Pittsburgh, Allegheny County, Pennsylvania.

Starting at a point, said point being the most northeasterly intersection of Forbes Avenue and Semple Street; thence in a southeasterly direction and along the most northerly line of Semple Street, S 43° 32' E, a distance of 216.99 feet to a point and said point being the place of beginning; thence from the place of beginning and in a southeasterly direction along the most northerly line of Semple Street, S 43° 32' E, a distance of 40.64 feet to a point; said point being the common corner of property now or formerly of Muldowney and Forbes-Meyran Building, Inc. D.B. Vol. 4142, Page 541; thence from said point and along the common dividing line of previous said parties, N 46° 30' E, a distance of 58.74 feet to a point; thence N 43° 32' W, a distance of 40.64 feet to a point, said point being on the most easterly line of Fresco Way; thence along the easterly line of Fresco Way S 46° 30' W, a distance of 58.74 feet to a point, said point being the place of beginning

BEING designated as part of Block 28-F, Lot 375 in the Deed Registry Office.

BEING the same property which the Authority, by Declaration of Taking filed October 22, 1977 in the Recorder's Office in Deed Book Volume 5695, Page 904, acquired from Edward and Bertha Muldowney.

Parcel C:

Now or formerly of Forbes – Meyran Building, Inc. D. B. Vol. 4142, Page 541, said parcel being situate in the Fourth Ward, City of Pittsburgh, Allegheny County, Pennsylvania.

Starting at a point, said point being the most northeasterly intersection of Forbes and Semple Streets; thence in a southeasterly direction and along the most northerly line of Semple Street, S 43° 32' E, a distance of 257.63 feet to a point, said point being also the place of beginning; thence continuing in a southeasterly direction and along the northerly line of Semple Street, S 43° 32' E, a distance of 18.27 feet to a point; thence in a northeasterly direction and a line also being parallel to Forbes Street, N 46° 30' E, a distance of 142.21 feet to a point, said point being the most southerly line of Meyran Street; thence in a northwesterly direction and along the southerly line of Meyran Street, N 43° 29' W; a distance of 58.91 feet to a point, said point being the intersection of the easterly line of Fresco Way and the southerly line on Meyran Street; thence in a southwesterly direction along the easterly line of Fresco Way, S 46° 30' W, a distance of 83.53 feet to a point, said point being the common corner of property now or formerly of

Edward and Bertha Muldowney D.B. Vol. 4244, Page 389 and Forbes-Meyran Building, Inc.; thence along the common line of previous said parties S 43° 32' E, a distance of 40.64 feet to a point; thence in a southwesterly direction along a common line of said previous parties, S 46° 30' W, a distance of 58.74 feet to a point, said point being on the most northerly line of Semple Street and being also the place of beginning.

BEING designated as part of Block 28-F, Lot 375 in the Deed Registry Office.

BEING the same property which the Authority, by Declaration of Taking filed October 22, 1977 in the Recorder's Office in Deed Book Volume 5695, Page 904, acquired from Meyran Building, Inc.

35. Grant Street Transportation Center (9-P-36)

ALL that parcel of land situate in the Second Ward of the City of Pittsburgh, County of Allegheny and Commonwealth of Pennsylvania, being bounded and described as follows:

BEGINNING at a point where the easterly line of 11<sup>th</sup> Street, 60.07 feet wide, meets the southeasterly line of Penn Avenue, 60.07 feet wide;

EXTENDING from said beginning point the following five courses and distances: (1) N. 50° 44' E. along said southeasterly line of Penn Avenue, 443.841 feet to the point of meeting with the southwesterly line of 12<sup>th</sup> Street, 60 feet wide; (2) S. 39° 14' E. along said southwesterly line of 12<sup>th</sup> Street, 200.25 feet to the point of meeting with the northwesterly line of Liberty Avenue, 48.06 feet wide; (3) S. 50° 44' W. along said northwesterly line of Liberty Avenue, 489.089 feet to a point of curve, distant 27.5275 feet bearing N. 50° 44' E. along said northwesterly line of Liberty Avenue, from the point of meeting with the said easterly line of 11<sup>th</sup> Street; (4) Westwardly on a curve to the right having a radius of 23 feet and a central angle of 71° 30' 06.716", said curve being subtended by a chord having a bearing of S. 86° 29' 03.36" W. and a length of 26.876 feet, an arc length of 28.7027 feet to a point in said easterly line of 11<sup>th</sup> Street, distant 16.7107 feet bearing N. 19° 15' 54" W. along said easterly line of 11<sup>th</sup> Street, from said point of meeting with the northwesterly line of Liberty Avenue; and (5) N. 19° 15' 54" W. along said easterly line of 11<sup>th</sup> Street, 196.393 feet to the place of beginning.

SUBJECT TO rights to construct, maintain and use an overhead railroad bridge, together with passenger platforms and other facilities, and an overhead footbridge together with stairs and a landing as reserved in deed from The Pennsylvania Railroad Company to Pennsylvania Greyhound Lines, Inc. dated December 18, 1953, and recorded in Deed Book Volume 3327, Page 196; as modified by release from The Pennsylvania Railroad Company to Pennsylvania Greyhound Lines, Inc. dated September 17, 1957, and recorded in Deed Book Volume 3630, page 561; and as modified by Notice of Agreement for Release of Easement by The Pennsylvania Railroad Company and The Greyhound Corporation dated December 2, 1960, and recorded in Deed Book Volume 3894, page 671.

SUBJECT TO right of The Bell Telephone Company of Pennsylvania to use and maintain manholes and underground duct lines as provided in an agreement between The Bell Telephone Company of Pennsylvania and The Pennsylvania Railroad Company dated

October 20, 1950, as recited in deed from The Pennsylvania Railroad Company to Pennsylvania Greyhound Lines, Inc. dated December 18, 1593 [sic], and recorded in Deed Book Volume 3327, page 196.

SUBJECT TO right of way granted to The Bell Telephone Company of Pennsylvania by instrument from Eastern Greyhound Lines, a division of Greyhound Corporation, dated May 2, 1958, and recorded in Deed Book Volume 3691, page 705.

BEING designated as Block 9-P, Lot 36 in the Deed Registry Office.

BEING the same property which Greyhound Lines, Inc. by Deed In Lieu of Condemnation dated August 2, 2005 and recorded in the Recorder's Office in Deed Book Volume 12543, Page 285, granted and conveyed to the Authority.

36. Mellon Square Garage (2-A-132-0000-01, 2-A-132-0000-02) [This legal description will be inserted once we obtain a copy of the vesting deed and an accurate legal description of the garage portion of the tax parcel (excluding Mellon Park).]
37. Intentionally Omitted
38. Ninth & Penn Garage (9-N-179)

Parcel A:

ALL THAT CERTAIN lot or piece of ground situate in the Second (2<sup>nd</sup>) Ward (formerly 4<sup>th</sup> Ward), City of Pittsburgh, County of Allegheny and Commonwealth of Pennsylvania, being bounded and described as follows, to wit:

BEGINNING on the northerly side of Penn Avenue at a pin distant Westwardly from 9<sup>th</sup> Street one hundred four and 42/100 (104.42) feet; thence extending Westwardly along Penn Avenue twenty-two and 375/1000ths (22.375) feet; thence northwardly at right angles with Penn Avenue and preserving the same width of twenty-two and 375/1000ths (22.375) feet a distance of one hundred eighty (180) feet to Duquesne Court.

BEING Lot No. 3 and part of 6 and 7 in plan attached to deed of partition between W. B. Pusey et al., recorded in Deed Book Vol. 57, page 24.

TOGETHER with all the right, title and interest in and to all alleys or courts abutting the property herein described.

BEING designated as part of Block 9-N, Lot 179 in the Deed Registry Office.

BEING the same property which Louis Shapiro and Edith Shapiro, husband and wife, Charles Loevner and Isabelle Loevner, husband and wife, Benjamin Thorpe and Freda Ferber Thorpe, husband and wife, and George P. Goldman and Augusta Goldman, husband and wife, by Indenture dated April 20, 1953 and recorded in the Recorder's Office in Deed Book Volume 3244, Page 622, granted and conveyed to the Authority.

Parcel B:

ALL THAT CERTAIN lot or piece of ground situate in the 2<sup>nd</sup> Ward of the City of Pittsburgh, County of Allegheny and Commonwealth of Pennsylvania, being Lots Nos. 9 and 10 in William B. Pusey's et al. Plan of Partition of Lot No. 53 and the Easterly half of Lot No. 52 in the original plan of Pittsburgh, duly of record in the Recorder's Office in Deed Book Vol. 57, page 23 and bounded and described as follows, to-wit:

BEGINNING on the Northwestern corner of Duquesne Court (heretofore dedicated and now open and used as a public street or thoroughfare) and Alley "D" as laid out in plan aforesaid; thence Westerly along the Northerly side of said Duquesne Court 40 feet to dividing line between Lots Nos. 10 and 11 in Plan aforesaid; thence Northerly along said dividing line between Lots Nos. 10 and 11 70 feet to the Southerly side of Alley "B" in plan aforesaid; thence Easterly along said side of Alley "B" 35 feet to a point; thence Southeasterly 7 feet 1 inch to a point distant 65 feet Northerly from the place of beginning; thence along the Westerly side of Alley "D" 65 feet to the place of beginning.

ALSO all the estate, right, title, interest, property, claim, demand, use and privilege which the said parties of the first part have acquired of, in, to or out of all that certain piece of land adjoining the property hereinabove described in said Ward, City, County and State aforesaid, being Alley "D" in plan aforesaid; all that portion of Alley "B" in plan aforesaid abutting upon the hereinabove described property and a strip of ground 6 inches in width extending along the Easterly Side of Alley "D" from Duquesne Court to the Northerly line of said Alley "B" marked and designated "F" in the plan aforesaid, and together bounded and described as follows:

BEGINNING on the Northerly side of Duquesne Court at the Southwesterly corner of Lot No. 10 in plan of lots laid out by the Executors of James Stokes, deceased, recorded in Plan Book Vol. 1, page 64, and now or late the property of David F. Henry et al.; thence Northerly along the rear line of Lots Nos. 10, 11, 12 and 13 in said Stokes Plan 80 feet to the Northerly line of Alley "B" in the plan first hereinabove mentioned; thence Westerly along said line of said Alley "B" 49 feet 6 inches to a point where said alley would be intersected by a prolongation of the dividing line between Lots Nos. 10 and 11 hereinabove described; thence Southerly along said prolongation 10 feet to the Southerly side of said Alley "B" at the Northwestern corner of the property secondly described in the deed from Mary L. Henry, Executrix to David F. Henry as the same is recorded in the Recorder's Office in Deed Book Vol. 2049, page 24; thence Easterly along said property 35 feet to a point; thence Southeasterly along the same 7 feet 1 inch to a point distant 65 feet Northerly from Duquesne Court along the Westerly side of said Alley "D"; thence still along said property Southerly 65 feet to Duquesne Court; and thence Easterly along the Northerly side of said Duquesne Court 9 feet 6 inches to the place of beginning.

BEING designated as part of Block 9-N, Lot 179 in the Deed Registry Office.

BEING the same property which Fred H. Freuden and Sarah J. Freuden, husband and wife, by Indenture dated October 24, 1952 and recorded in the Recorder's Office in Deed Book Volume 3238, Page 570, granted and conveyed to the Authority.



Parcel C:

ALL THAT CERTAIN lot or piece of ground situate in the Second (formerly Fourth) Ward of the City of Pittsburgh, County of Allegheny and Commonwealth of Pennsylvania, bounded and described as follow, to-wit:

BEGINNING on the westerly side of ninth Street (formerly Hand Street), at a point distant one hundred thirty (130) feet northwardly from the northwesterly corner of Penn Avenue and Ninth Street; thence extending Westwardly and parallel with Penn Avenue a distance of fifty-nine and fifty-three hundredths (59.53) feet, more or less, to line of Lot No. 53 in Colonel George Wood's original Plan of Pittsburgh; thence extending northwardly along the line of said Lot No. 53 a distance of twenty (20) feet to the center of a party wall; thence extending eastwardly and parallel with Penn Avenue, a distance of fifty-nine and fifty-one hundredths (59.51) feet, more or less, to the westerly line of Ninth Street, and thence extending southwardly along the westerly line of Ninth Street twenty (20) feet to the place of beginning.

SUBJECT, however, to a party wall erected along the northerly line of said lot.

BEING designated as part of Block 9-N, Lot 179 in the Deed Registry Office.

BEING the same property which Henry F. Crowley and Mary Margaret Crowley, husband and wife, by Indenture dated October 27, 1952 and recorded in the Recorder's Office in Deed Book Volume 3250, Page 7, granted and conveyed to the Authority.

Parcel D:

ALL THAT CERTAIN lot or piece of ground situate in the Second Ward of the City of Pittsburgh, County of Allegheny and Commonwealth of Pennsylvania, being bounded and described as follows, to-wit:

BEGINNING on the westerly side of Ninth Street (formerly Hand Street), at the distance of one hundred seventy (170) feet from the northerly side of Penn Avenue; thence at right angles to Ninth Street Westwardly along the line of lot now or late of the heirs of James Mackey, Deceased, fifty-nine (59) feet five and seven-eighths (5-7/8) inches to the property now or late of Mrs. Snyder; thence northwestwardly at right angles to Penn Avenue twenty (20) feet; thence eastwardly fifty-nine (59) feet five and seven-eighths (5-7/8) inches to Ninth Street, and thence along Ninth Street toward Penn Avenue twenty (20) feet to the place of beginning.

ALSO, all the right, title, interest, claim and demand of the parties of the first part of, in and to all that certain piece of land known as Duquesne Court and adjoining the property herein described.

BEING designated as part of Block 9-N, Lot 179 in the Deed Registry Office.

BEING the same property which Morris Goldfield and Esther Goldfield, husband and wife, by Indenture dated October 27, 1952 and recorded in the Recorder's Office in Deed Book Volume 3237, Page 675, granted and conveyed to the Authority.

Parcel E:

ALL THAT CERTAIN lot or piece of ground situate in the 2<sup>nd</sup> (formerly 4<sup>th</sup>) Ward of the City of Pittsburgh, County of Allegheny and Commonwealth of Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a point on the West side of Ninth (formerly Anderson) Street, at the distance of 90 feet, Northwardly from the North side of Penn Avenue, containing in front or breadth on Ninth (formerly Anderson) Street, 20 feet and extending back, preserving the same width, Westwardly 59 feet 6-5/8 inches, together with all the right, title and interest of the parties of the first part to all alleys or courts abutting on the property herein described.

BEING designated as part of Block 9-N, Lot 179 in the Deed Registry Office.

BEING the same property which Joseph Paul Rovegno and Helen Glynn Rovegno, husband and wife, by Indenture dated February 11, 1955 and recorded in the Recorder's Office in Deed Book Volume 3388, Page 192, granted and conveyed to the Authority.

Parcel F:

ALL THAT CERTAIN lot or piece of ground situate in the Second Ward of the City of Pittsburgh, County of Allegheny and Commonwealth of Pennsylvania, being more fully bounded and described according to United States Standard Measure as follows:

BEGINNING at a point on the northerly line of Alley B as laid out in the Partition Plan of John McCormick heirs, recorded in the Recorder's Office in Deed Book Volume 57, page 24, which beginning point is on the dividing line between the property of Public Parking Authority of Pittsburgh and property of Ellesmere Land Company, and is located South 71° West, a distance of One Hundred and 115/1000 (100.115) feet from the westerly line of Ninth Street; thence along said dividing line North 19° 14' West, a distance of Forty and 11/100 (40.11) feet to a point; thence through property of Ellesmere Land Company, South 71° West, a distance of Eight and 835/1000 (8.835) feet to a point; thence continuing through property of Ellesmere Land Company, South 19° 14' East, a distance of Forty and 11/100 (40.11) Feet to a point on the northerly line of said Alley B; thence along said line of Alley B, North 71° East, a distance of Eight and 835/1000 (8.835) feet to the point at the place of beginning.

BEING designated as part of Block 9-N, Lot 179 in the Deed Registry Office.

BEING the same property which Ellesmere Land Company, by Indenture dated July 22, 1957 and recorded in the Recorder's Office in Deed Book Volume 3615, Page 641, granted and conveyed to the Authority.

Parcel G:

ALL THAT CERTAIN lot or piece of ground situate in the Second (formerly Fourth) Ward of the City of Pittsburgh, County of Allegheny and Commonwealth of Pennsylvania, being bounded and described as follows, to wit:

BEGINNING on the Westerly side of Ninth Street distant Northwardly 60 feet from the Northwest corner of a 20 foot alley known as Duquesne (formerly Pusey) Court and Ninth Street; thence Northwardly along the Westerly line of said Ninth Street 40 feet to a point on line of other property now or late of Joseph Goldhammer; thence along said Goldhammer line in a Westerly direction and parallel with Penn Avenue, 100 feet to the Easterly line of an alley of variable and uncertain width, between 3 and 4 feet, leading from Duquesne Way in a Southerly direction to the Northerly line of an alley 10 feet wide, marked and designated as Alley "B" in the Plan of the Partition of the Estate of John McCormick, deceased, recorded in Deed Book Vol. 57, page 23; thence along the Easterly side of said alley in a Southerly direction and parallel with Ninth Street, a distance of 20 feet to the Northerly line of the 10 foot Alley, marked Alley "B" in plan aforesaid; thence along the Northerly line of said Alley "B" in an Easterly direction 40 feet 9 inches, more or less, to a point, the Easterly line of a Reserved Strip 6 inches wide and alley 9 feet wide, marked and designated as Alley "D" on the plan of the Partition of the Estate of said John McCormick, deceased, aforesaid; thence along the Easterly line of said 6 inch strip reserved, in a Southerly direction 20 feet to a point in line of other property now or late of Joseph Goldhammer; thence along said Goldhammer property in an Easterly direction, a distance of 59 feet 4-5/8<sup>th</sup> inches to Ninth Street at the place of beginning.

TOGETHER WITH AND SUBJECT TO the terms of an agreement between George A. Kelly, et al., and Joseph Goldhammer, dated May 28, 1927, recorded in Deed Book Vol. 2329, page 383.

TOGETHER WITH AND SUBJECT TO the terms of an agreement between Potter Title and Trust Company, et al., Executors and Trustees under the Will of David F. Henry and Joseph Goldhammer, dated May 14, 1926, and recorded in Deed Book Vol. 2290, page 183.

TOGETHER WITH all the right, title and interest of the parties of the first part in and to a strip of land, 6 inches wide marked "Reserved Strip" on the Plan aforesaid (recorded in Deed Book Vol. 57, page 23).

TOGETHER WITH all the right, title and interest in and to the streets and alleys shown on said plan.

BEING designated as part of Block 9-N, Lot 179 in the Deed Registry Office.

BEING the same property which William W. Mearkle and Louise C. Mearkle, husband and wife, by Indenture dated February 8, 1951 and recorded in the Recorder's Office in Deed Book Volume 3124, Page 721, granted and conveyed to the Authority.

Parcel H:

ALL THAT CERTAIN lot or piece of ground situate in the 2<sup>nd</sup> Ward of the City of Pittsburgh, County of Allegheny and Commonwealth of Pennsylvania, being those two contiguous lots marked numbers 10 and 11 in Stokes Plan of Subdivision of Lot number 54 in Colonel Wood's General Plan of the City of Pittsburgh, recorded in Plan Book Vol. 1, page 64, said lots having together a front of 40 feet on the Westerly side of Ninth Street

(formerly Hand Street) and extending back of same width along an alley, 59 feet 4-7/8 inches to line of David F. Henry and John Gibson.

BEING designated as part of Block 9-N, Lot 179 in the Deed Registry Office.

BEING a part of the same property which Benjamin Thorpe and Freda Ferber Thorpe, husband and wife, by Indenture dated June 11, 1951 and recorded in the Recorder's Office in Deed Book Volume 3146, Page 235, granted and conveyed to the Authority.

Parcel I:

ALL THAT CERTAIN lot or piece of ground situate in the 2<sup>nd</sup> (formerly 4<sup>th</sup>) Ward of the City of Pittsburgh, County of Allegheny and Commonwealth of Pennsylvania, bounded and described as follows, to-wit:

BEGINNING on the Westerly side of Ninth Street, formerly Anderson Street, at a point distant 310 feet Northwardly from the Northwest corner of Penn Avenue and Ninth Street and at the line of lot late of H. S. McGeary and now of Goldhammer; thence extending Northwardly along the line of Ninth Street 38.06 feet to a point; thence Westwardly and parallel with Penn Avenue by the middle line of a wall common to the house on the lot herein described and the house of lot late of Mrs. Rowan and now of G. A. Kelly, Jr. and L. R. Kelly, 100 feet to an Alley of which the lot herein described has the privilege; thence along said Alley Southwardly and parallel with Ninth Street 38.06 feet to the line of said lot late of H. S. McGeary and now of J. Goldhammer; thence by the same Eastwardly 100 feet more or less to the line of Ninth Street at the place of beginning.

TOGETHER with the privilege and right to use an alley in the rear running parallel with Ninth Street.

BEING designated as part of Block 9-N, Lot 179 in the Deed Registry Office.

BEING a part of the same property which Benjamin Thorpe and Freda Ferber Thorpe, husband and wife, by Indenture dated June 11, 1951 and recorded in the Recorder's Office in Deed Book Volume 3146, Page 235, granted and conveyed to the Authority.

Parcel J:

ALL THAT CERTAIN lot or piece of ground situate in the Second (formerly Fourth) Ward of the City of Pittsburgh, County of Allegheny and Commonwealth of Pennsylvania, bounded and described as follows, to-wit:

BEGINNING on the westerly side of Ninth Street, at a point distant one hundred ten (110) feet from the north side of Penn Avenue; thence extending northwardly along Ninth Street twenty (20) feet; thence running westwardly and with Penn Avenue fifty-nine (59) feet six (6) inches; thence southwardly and parallel with Ninth Street twenty (20) feet, and thence eastwardly fifty-nine (59) feet six (6) inches to Ninth Street, the place of beginning.

TOGETHER with all the right, title, interest, claim and demand of the parties of the first part of, in and to all alleys abutting upon the premises herein described.

BEING designated as part of Block 9-N, Lot 179 in the Deed Registry Office.

BEING the same property which Henry S. Klatt and Josephine Mary Klatt, by Indenture dated August 6, 1952 and recorded in the Recorder's Office in Deed Book Volume 3233, Page 273, granted and conveyed to the Authority.

Parcel K:

ALL THAT CERTAIN lot or piece of ground situate in the 2nd Ward of the City of Pittsburgh, County of Allegheny and Commonwealth of Pennsylvania, bounded and described as follows, to-wit:

BEGINNING on the Westerly side of Ninth Street, at a point in the dividing line of property herein described and property now or late of D. F. Henry, said point being distant forty feet Northwardly from the Northwesterly corner of Ninth Street and Duquesne Court; thence Northwardly along the Westerly side of Ninth Street twenty feet to the dividing line between this property and that formerly of A. King; thence Westwardly along the dividing line last mentioned, fifty-nine (59) feet, four and five-eighths (4-5/8) inches to a point; thence Southwardly and parallel with Ninth Street, twenty (20) feet to the dividing line between this property and that of D. F. Henry; thence Eastwardly along the dividing line last mentioned fifty-nine (59) feet, four and 7/8ths inches to the Westerly side of Ninth Street, at the place of beginning.

TOGETHER with all right, title and interest in and to Alley "B" and Alley "D" and a reserved strip of ground six inches in width along the Easterly side of said Alley "D" (See Deed Book Vol. 57, page 23), bounded and described as follows:

BEGINNING on the Northerly side of Duquesne Court, at the Southwesterly corner of Lot No. 10 in plan of Lots laid out by Executors of John Stokes, deceased, as recorded in Plan Book Vol. 1, Page 64, and property of D. F. Henry et al.; thence Northwardly along the rear line of Lots Nos. 10, 11, 12 and 13 in said Stokes Plan, eighty feet to the Northerly line of Alley "B"; thence Westerly along said line of Alley "B" eighty-nine feet, six inches, to the Westerly extremity of Alley "B"; thence Southwardly along said extremity of Alley "B" ten feet to the southerly line of Alley "B"; thence Eastwardly along the rear line of Alley "B", seventy-five feet to a point; thence Southeastwardly along Lot No. 9, seven feet, one inch, to a point sixty-five feet Northwardly from the northerly side of Duquesne Court; and thence along the Westerly side of Alley "D" sixty-five feet to Duquesne Court; and thence Eastwardly along the Northerly side of Duquesne Court, nine feet, six inches, to the place of beginning.

BEING designated as part of Block 9-N, Lot 179 in the Deed Registry Office.

BEING the same property which J. Clifford Gracey and Anna M. Gracey, husband and wife, by Indenture dated June 19, 1951 and recorded in the Recorder's Office in Deed Book Volume 3125, Page 610, granted and conveyed to the Authority.

Parcel L:

ALL THAT CERTAIN lot or piece of ground situate in the Second Ward of the City of Pittsburgh, County of Allegheny and Commonwealth of Pennsylvania, bonded and described as follows, to-wit:

BEGINNING on the northerly line of Penn Avenue, at a point distant eighty-two (82) feet two and one-eighth (2-1/8) inches westwardly from Ninth (formerly Anderson) Street, said point being at the southwesterly corner of property now or late of Samuel E. Horne, et al; thence northwardly along the westerly line of property now or late of Samuel E. Horne, et al; a distance of one hundred eighty (180) feet to the southerly side of an alley thirty (30) feet wide; thence westwardly along said alley a distance of twenty-two (22) feet four and one-half (4-1/2) inches to the line of property now or late of Childs; thence southwardly by said line a distance of one hundred eighty (180) feet to the northerly line of Penn Avenue; thence eastwardly along Penn Avenue twenty-two (22) feet two and seven-eighths (2-7/8) inches to the place of beginning.

TOGETHER with all the right, title and interest of the parties herein to all alleys or courts abutting on the property herein described.

BEING designated as part of Block 9-N, Lot 179 in the Deed Registry Office.

BEING a part of the same property which Benjamin Thorpe and Freda Ferber Thorpe, husband and wife, Charles Loevner and Isabelle Loevner, husband and wife, and George P. Goldman and Augusta G. Goldman, husband and wife, by Indenture dated April 20, 1953 and recorded in the Recorder's Office in Deed Book Volume 3261, Page 223, granted and conveyed to the Authority.

Parcel M:

ALL THAT CERTAIN lot or piece of ground situate in the Second Ward of the City of Pittsburgh, County of Allegheny and Commonwealth, bounded and described as follows, to-wit:

BEGINNING on the northerly line of Penn Avenue, at a point distant fifty-nine (59) feet eight (8) inches westwardly from Ninth (formerly Anderson) Street, said point being at the southwesterly corner of property now or late of J. K. Bennett; thence northwardly along the westerly line of properties now or late of J. K. Bennett, J. Rovengo, I. Marcus, M. Cook and W. R. Hamilton, a distance of one hundred eighty (180) feet to the southerly side of an alley thirty (30) feet wide; thence westwardly along said alley a distance of twenty-two (22) feet four and one-half (4-1/2) inches to the line dividing property above described and property now or late of Peoples-Pittsburgh Trust Company (formerly Peoples Savings and Trust Company of Pittsburgh); thence southwardly by said line a distance of one hundred eighty (180) feet to the northerly line of Penn Avenue; thence eastwardly along Penn Avenue twenty-two (22) feet six and one-eighth (6-1/8) inches to the place of beginning.

TOGETHER with all the right, title and interest of the parties herein to all alleys or courts abutting on the property herein described.

BEING designated as part of Block 9-N, Lot 179 in the Deed Registry Office.

BEING a part of the same property which Benjamin Thorpe and Freda Ferber Thorpe, husband and wife, Charles Loevner and Isabelle Loevner, husband and wife, and George P. Goldman and Augusta G. Goldman, husband and wife, by Indenture dated April 20, 1953 and recorded in the Recorder's Office in Deed Book Volume 3261, Page 223, granted and conveyed to the Authority.

Parcel N:

ALL THAT CERTAIN lot or piece of ground situate in the 2<sup>nd</sup> Ward of the City of Pittsburgh, County of Allegheny and Commonwealth of Pennsylvania, bounded and described as follows, to-wit:

BEGINNING at a point on the Westerly side of Ninth Street, at a distance of 150 feet Northwardly from the Northerly side of Penn Avenue; thence along Ninth Street, in a Northerly direction 20 feet to line of property now or late of H. Dickey et al; thence along said Dickey line in a Westerly direction, a distance of 59.57 feet, more or less, to property now or late of Safe Deposit and Trust Company of Pittsburgh; thence along said line in a Southerly direction, a distance of 20 feet to property now or late of H. P. Hoffshot; thence in an Easterly direction along said Hoffshot line, a distance of 59.57 feet, more or less, to the Westerly line of Ninth Street at the place of beginning.

BEING designated as part of Block 9-N, Lot 179 in the Deed Registry Office.

BEING the same property which the City, County of Allegheny and School District of the City of Pittsburgh, by Indenture dated February 9, 1951 and recorded in the Recorder's Office in Deed Book Volume 3206, Page 685, granted and conveyed to the Authority.

39. Oliver Garage (1-D-259-A)

ALL that portion of the following described property situate in the 2<sup>nd</sup> Ward of the City of Pittsburgh, County of Allegheny and Commonwealth of Pennsylvania, consisting of a polyhedron which lies below (but not above) a horizontal plane having an elevation of 738.27 feet above sea level based on City of Pittsburgh Planning Commission datum, said polyhedron being bounded by four (4) vertical planes which are formed by projecting vertically downward without a lower limit or boundary, the boundaries of the following described property:

BEGINNING at the point of intersection of the northerly line of Fifth Avenue, 60.07 feet wide, and the easterly line of Wood Street, 60.07 feet wide; thence from said point of beginning along the easterly line of Wood Street, North 27° 48' 45" East a distance of 241.64 feet to a point of intersection with the southerly line of Oliver Avenue (formerly Virgin Alley), 44.05 feet wide; thence along the southerly line of Oliver Avenue, South 63° 04' 15" East a distance of 270.59 feet to a point on the westerly boundary of lands now or formerly of A. Robinson & Co., Inc.; thence along the westerly line of said property now or formerly of A. Robinson & Co., Inc. South 27° 48' 45" West a distance of 241.17 feet to a point on the northerly line of Fifth Avenue aforesaid; thence along the northerly line of Fifth Avenue North 63° 10' 15" West a distance of 270.60 feet to a point

at the intersection of the easterly side of Wood Street aforesaid, said point being the place of beginning.

BEING Lots 409, 410, 411 and 412 and the westerly one half of Lot 413 in “A Plan for the Town of Pittsburgh for John Penn, Jr. and John Penn” by George Wood dated May 13, 1784 and being the property which is the subject of a survey prepared by Liadis Engineering and Survey Company for Pittsburgh Economic and Industrial Development Corporation dated September 29, 1995.

TOGETHER WITH AND SUBJECT TO the easements established by the Amended and Restated Declaration of Air Space Parcels, Easements, Covenants and Restrictions by Pittsburgh Economic and Industrial Development Corporation dated as of December 1, 1995 and recorded May 16, 1997 in Deed Book Volume 9946, Page 24 as amended by First Amendment dated as of September 3, 1997 and recorded in Deed Book volume 10031, page 421.

TOGETHER WITH AND SUBJECT TO the easements established by Parking Agreement between Pittsburgh Economic and Industrial Development Corporation and Lazarus PA, Inc. dated December 1, 1997 and recorded December 18, 1997 in Deed Book Volume 10100, Page 72, as assigned by Pittsburgh Economic and Industrial Development Corporation to Pittsburgh Parking Development Corporation by Assignment dated as of December 16, 1997 and recorded December 18, 1997 in Deed Book Volume 10100, Page 46.

BEING designated as part of Block 1-D, Lot 259-A in the Deed Registry Office.

BEING the same property which Pittsburgh Economic and Industrial Development Corporation, by Deed dated February 11, 2000 and recorded in the Recorder’s Office in Deed Book Volume 10692, Page 513, granted and conveyed to the Authority.

40. Second Avenue Parking Plaza (2-P-302-1, 2-R-280, 2-R-320-1)

(a) 2-P-302-1

ALL THAT CERTAIN lot or parcel of real estate, situate in the First Ward of the City of Pittsburgh, County of Allegheny and Commonwealth of Pennsylvania, being designated as Parcel #5B of the “Revision No. 4 – Improvement Subdivision Site Plan of Public Safety Complex for City of Pittsburgh” dated December, 1996 and recorded in the Recorder’s Office at Plan Book Volume 201, Page 75, 76.

TOGETHER WITH AND SUBJECT TO the terms and conditions of a Cooperation Agreement dated as of December 27, 1996 between the City and the Authority.

BEING designated as Block 2-P, Lot 302-1 in the Deed Registry Office.

BEING a part of the same property which the City, by Deed dated December 27, 1996 and recorded in the Recorder’s Office in Deed Book Volume 9857, Page 597, granted and conveyed to the Authority.



(b) 2-R-280

BEING all of that certain parcel of ground lying within the First Ward of the City of Pittsburgh, being further described as follows:

BEGINNING at a point at the eastern boundary of the Public Safety Complex, now or formerly of the URA, said point of beginning having a coordinate value of North 102674.60' and East 100356.32' based on the meridian and coordinate system of the City of Pittsburgh; thence along the easement for the 10<sup>th</sup> Street Bridge abutment, (1) N 80° 28' 22" E 64.11' to a point and (2) N 12° 50' 45" W 13.67' to a point of curve at the southern right of way line of Second Avenue, thence along the southern right of way of Second Avenue the following 14 courses and distances: by a curve bearing to the right (3) with a radius of 10.00' for an arc distance of 18.99' to a point of tangency, thence (4) S 84° 03' 34" E, 3.89', (5) S 05° 56' 26" W, 2.00', (6) S 83° 57' 34" E, 28.09', to a point of tangency, (7) thence by a curve bearing to the left with a radius of 202.00' for an arc distance of 36.10' to a point of reverse curvature (8) with a curve bearing to the right with a radius of 198.00' with an arc length of 30.18' to a point of reverse curvature of a curve bearing to the left (9) with a radius of 1529.00' for an arc distance of 213.52' to a point of tangency, thence (10) N 85° 34' 31" E, 452.00' to a point, thence (11) N 04° 25' 29" W, 2.00' to a point, (12) N 85° 34' 31" E 50.00' to a point of curvature of a curve bearing to the left (13) with a radius of 3073.25' for an arc length of 527.29' to a point of tangency, thence (14) N 75° 44' 41" E, 277.85' to a point of curvature of a curve bearing to the right, (15) with a radius of 594.00' for an arc distance of 187.99' to a point of tangency, thence (16) S 86° 07' 20" E, 66.59' to a point where the southern right of way of Second Avenue intersects with the northern right of way line of S.R. 376, Eastbound, thence, by the northern right of way line of S.R. 376, Eastbound, the following 8 courses and distances, by a non-tangent curve, (17) bearing to the left with a radius of 5023.25' for an arc distance of 80.69', said curve has a chord bearing of S 73° 14' 57" W with a length of 80.69' to a point of tangency, (18) thence S 72° 47' 20" W, 559.83' to a point, thence (19) S 17° 12' 40" E 1.25' to a point on a non-tangent curve, thence (20) by a curve bearing to the right with a radius of 2978.00' for an arc length of 487.56', said curve has a chord bearing of S 77° 28' 45" W for a distance of 487.02' to a point of tangency, thence (21) S 82° 10' 10" W 5.07' to a point, thence (22) N 07° 49' 50" W 1.25' to a point, thence (23) S 82° 10' 10" W for a distance of 457.58 to a point of curvature of a curve bearing to the right (24) with a radius of 3776.75' with an arc length of 346.31' to a point at the eastern boundary line of the Public Safety Complex, thence by line of the Public Safety Complex, (25) N 12° 50' 45" W 152.55' to a point, the Place of Beginning.

EXCEPTING unto Grantor the ownership in and to all railroad trackage and related track material (excluding ballast), (including, but not limited to, rails, ties, drainage structures, signals, switches, communication lines), hereinafter "the Rail Facilities", within and on the Premises, which Grantor will remove at Grantor's sole cost and expense, within nine (9) months from the date of Closing.

RESERVING unto Grantor a railroad easement twenty (20) feet in width, ten (10) feet in each direction from the centerline of the Rail Facilities over the Premises, for the continued location, maintenance, use, repair, replacement and removal of the Rail Facilities; TOGETHER WITH the right of ingress and egress to and from the reserved

railroad easement until removal. The reserved railroad easement shall automatically terminate and all title vest in Grantor upon cessation of use and removal of the Rail Facilities by Grantor, or nine (9) months from the date of Closing, whichever first occurs.

RESERVING unto Grantor a permanent easement fifteen (15) feet in width, seven and one-half feet (7 ½) on each side of the center line along the southern boundary of the Premises adjacent to Penn-Lincoln Parkway East, to construct, maintain, operate, use, replace, relocate, renew and remove fiber optic communication system, consisting of cables, lines or facilities beneath the surface of the Premises, and all ancillary equipment or facilities (both underground and surface), and the right to attach the same to existing bridges or poles on the Premises; TOGETHER WITH the further rights to assign such reserved fiber optic easement, right and facilities, in whole or in part, and to lease, license or permit third parties to use same; PROVIDED that the exercise of such rights does not unreasonably interfere with the safe and efficient use of the Premises, or any improvements thereon, by Grantee.

SUBJECT TO the non-exclusive rights to use a part of the Premises (Rail Corridor Segment) by MCI Telecommunications Corporation (“MCI”), its successors and assigns, whose principal office is 1133 19<sup>th</sup> Street, N.W., Washington, D.C. 20036, under Right-of-Way Occupancy Agreement(s), dated as of November 30, 1989, evidencing the terms of that Operating Agreement between MCI and Grantor (“CSXT”), dated as of December 22, 1982, as amended, for the installation, construction, maintenance, operation, use, replacement, relocation, renewal and removal, of a fiber optic telecommunications cable and data transmission system for MCI and Grantor (“the Fiber Optic Facilities”) in, on, upon, over, under, across or along the Premises (Rail Corridor Segment), with all attendant equipment or facilities (both underground and surface), together with the right to attach the same to existing bridges or poles on the Premises, for a term running through December 22, 2007, with right of MCI to extend thereafter for successive terms of twenty (20) years, twenty-five (25) years, twenty (20) years, and twenty (20) years, and thereafter for so long as MCI continues to utilize the Fiber Optic Facilities in or on the Premises, all as more particularly set forth in the appropriate Right-of-Way Occupancy Agreement(s) and said Operating Agreement.

FURTHER SUBJECT TO the Exclusive rights to use a part of the Premises (Rail Corridor Segment) by WILLIAMS TELECOMMUNICATIONS GROUP-EAST, INC. (“WTG”), its successors and assigns, whose principal office is Post Office Box 21348, Tulsa, Oklahoma 74121, under Right-of-Way Occupancy Agreement(s), dated as of March 18, 1988, evidencing the terms of that Amended and Restated Use and Operating Agreement (“Operating Agreement”) between WTG and Grantor (“CSXT”), dated as of April 3, 1989, as amended, for the installation, construction, maintenance, operation, use, replacement, relocation, renewal and removal, of a fiber optic telecommunications cable and data transmission system for WTG (“the Fiber Optic Facilities”) in, on, upon, over, under, across or along the Premises (Rail Corridor Segment), with all attendant equipment or facilities (both underground and surface), together with the right to attach the same to existing bridges or poles on the Premises, for a term running through March 31, 2018, with right of WTG to extend thereafter for so long as WTG continues to utilize the Fiber Optic Facilities in or on the Premises, all as more particularly set forth in the appropriate Right-of-Way Occupancy Agreement(s) and said Operating Agreement.

Grantee, by acceptance of this deed, hereby covenants that it, its successors, heirs, legal representatives or assigns shall maintain the existing drainage on the Premises in such a manner as not to impair adjacent railroad operating property drainage and not to redirect or increase the quantity or velocity of surface water runoff or any streams into Grantor's drainage system or upon the railroad operating property or other lands and facilities of Grantor. If the Premises or existing drainage are modified or improved, Grantee agrees to construct and maintain, in accordance with all applicable statutes, ordinances, building and subdivision codes, covenants and restrictions, an adequate drainage system from the Premises to the nearest public or non-Grantor owned drainage or storm sewer system, in order to prevent the discharge of roof, surface, stream and other drainage waters upon railroad operating property or other adjacent lands and facilities of Grantor.

BEING designated as Block 2-R, Lot 280 in the Deed Registry Office.

BEING the same property which CSX Transportation, Inc., by Quitclaim Deed dated December 26, 1996 and recorded in the Recorder's Office in Deed Book Volume 9857, Page 590, granted and conveyed to the Authority.

(c) 2-R-320-1

ALL THAT CERTAIN lot or parcel of real estate, situate in the First Ward of the City of Pittsburgh, County of Allegheny and Commonwealth of Pennsylvania, being designated as parcel #1B-2 of the "Revision No. 4 – Improvement Subdivision Site Plan of Public Safety Complex for City of Pittsburgh" dated December, 1966 and recorded in the Recorder's Office at Plan Book Volume 201, Pages 75, 76.

TOGETHER WITH AND SUBJECT TO the terms and conditions of a Cooperation Agreement dated as of December 27, 1996 between the City and the Authority.

BEING designated as Block 2-R, Lot 320-1 in the Deed Registry Office.

BEING a part of the same property which the City, by Deed dated December 27, 1996 and recorded in the Recorder's Office in Deed Book Volume 9857, Page 597, granted and conveyed to the Authority.

41. Shadyside Garage (52-D-303)

Parcel A:

ALL THAT CERTAIN lot or piece of ground situate in the Seventh Ward of the City of Pittsburgh, County of Allegheny, Commonwealth of Pennsylvania, being known as Lot No. 65 in the Plan of McFarland's Grove as the same is recorded in the Recorder's Office in Plan Book Volume 3, Pages 74 and 75, being more specifically bounded and described as follows, to wit:

BEGINNING at a point on the westerly side of Bellefonte Street at the dividing line between Lots Nos. 65 and 66 in said plan, which point is distant 100 feet more or less along said side of Bellefonte Street from the northerly line of Walnut Street; thence from said point in a northwesterly direction along said side of Bellefonte Street a distance of 25

feet to the dividing line between Lots Nos. 65 and 64 in said plan; thence from said point and along said dividing line in a southwesterly direction a distance of 100 feet to a point on the northerly side of Telegraph Way; thence from said point and along said side of Telegraph Way in a southeasterly direction a distance of 25 feet to a point on the dividing line between Lots Nos. 65 and 66 in said plan; thence from said point and along said dividing line in a northeasterly direction a distance of 100 feet to a point on the westerly side of Bellefonte Street aforesaid to the point at the place of beginning.

BEING designated as part of Block 52-D, Lot 303 in the Deed Registry Office.

BEING a part of the same property which S. Lee Kann and Ruth B. Kann, husband and wife, by Indenture dated March 22, 1960 and recorded in the Recorder's Office in Deed Book Volume 3849, Page 273, granted and conveyed to the Authority.

Parcel B:

ALL THOSE CERTAIN lots or pieces of ground situate in the Seventh Ward of the City of Pittsburgh, County of Allegheny, Commonwealth of Pennsylvania, being known as Lots Nos. 58, 59, 60, 61, 62, 63 in the plan of McFarland's Grove as the same is recorded in the Recorder's Office in Plan Book Vol. 3, pages 74 and 75, being more specifically bounded and described as follows, to wit:

BEGINNING at a point on the westerly side of Bellefonte at the dividing line between Lots Nos. 63 and 64 in said plan which point is distant 150 feet more or less along said side of Bellefonte Street from the northerly side of Walnut Street; thence from said point and along said side of Bellefonte Street in a northwesterly direction a distance of 150 feet to a point on the dividing line between Lots 57 and 58 in said plan; thence from said point and along said dividing line in a southwesterly direction a distance of 100 feet to a point on the northerly side of Telegraph Way; thence from said point and along said side of Telegraph Way in a southeasterly direction a distance of 150 feet to a point on the dividing line between Lots Nos. 63 and 64 in said plan; thence from said point along said dividing line in a northeasterly direction a distance of 100 feet to a point on the westerly side of Bellefonte Street aforesaid to the point at the place of beginning.

BEING designated as part of Block 52-D, Lot 303 in the Deed Registry Office.

BEING a part of the same property which S. Lee Kann and Ruth B. Kann, husband and wife, by Indenture dated March 22, 1960 and recorded in the Recorder's Office in Deed Book Volume 3849, Page 273, granted and conveyed to the Authority.

Parcel C:

ALL THAT CERTAIN lot or piece of ground situate in the Seventh Ward, City of Pittsburgh, County of Allegheny, Commonwealth of Pennsylvania, being known as Lot No. 64 in the Plan of McFarland's Grove as the same is recorded in the Recorder's Office in Plan Book Vol. 3 pp. 74 and 75, being more specifically bounded and described as follows, to-wit:

BEGINNING at a point on the westerly side of Bellefonte Street at the dividing line between Lots Nos. 64 and 65 in said plan, which point is distant 125 feet, more or less, along said side of Bellefonte Street from the northerly line of Walnut Street; thence from said point in a northwesterly direction along said side of Bellefonte Street a distance of 25 feet to the dividing line between Lots Nos. 63 and 64 in said plan; thence from said point and along said dividing line in a southwesterly direction a distance of 100 feet to a point on the northerly side of Telegraph Way; thence from said point and along said side of Telegraph Way in a southeasterly direction a distance of 25 feet to a point on the dividing line between Lots Nos. 64 and 65; thence from said point and along said dividing line in a northeasterly direction a distance of 100 feet to a point on the westerly side of Bellefonte Street aforesaid to the point at the place of beginning.

BEING designated as part of Block 52-D, Lot 303 in the Deed Registry Office.

BEING the same property which Ella M. Condon, unmarried, by Indenture dated April 20, 1960 and recorded in the Recorder's Office in Deed Book Volume 3853, Page 229, granted and conveyed to the Authority.

42. Smithfield/Liberty Garage (2-A-30)

ALL THAT CERTAIN tract or piece of ground situate in the Second Ward of the City of Pittsburgh, County of Allegheny and Commonwealth of Pennsylvania, bounded and described as follows:

BEGINNING on the southwesterly side of Seventh Avenue at the westerly side of a private alley Eight and fifty-eight one-hundredths (8.58) ft. in width along its northerly portion and Nine and fifty-eight one-hundredths (9.58 Ft.) feet in width along its southerly portion, thence along the southwesterly side of Seventh Avenue in the northwesterly direction Forty-seven and fifty-four one-hundredths (47.54 Ft.) feet to a point at the corner of Liberty Avenue; thence along the southerly side of Liberty Avenue in a westerly direction One hundred and twenty-nine and forty-one one-hundredths (129.41 Ft.) feet to the east face of the partition wall separating property herein conveyed from property lying immediately to the west and formerly owned by W. L. King, said wall being on the easterly line of Lot No. 1 in the partition of real estate of Joseph H. McMasters, deceased, said Lot No. 1 being Lot No. 1 in Diagram D in the Plan of Partition which is recorded in the Prothonotary's Office of Allegheny County, Pennsylvania in Partition Docket, Volume 3, page 1, being partition number 92 of 1865 and being designated as Purpart No. 3 thereof; thence along the east face of said wall in a southerly direction Sixty and thirty-three one-hundredths (60.33 Ft.) feet to an angle in said wall; thence by the same in a southerly direction fifteen (15 Ft.) feet to an angle in said wall; thence along the same in a southerly direction ninety-eight and twenty-five one-hundredths (98.25 Ft.) feet to a point on the north side of Strawberry Alley; thence along a northern line of said Alley in an easterly direction Fifty and thirty-two one-hundredths (50.32 Ft.) feet to a point on the westerly side of a private alley, said point according to prior deeds being Ninety-nine and sixty-eight one-hundredths (99.68 Ft.) feet (99.58 Ft. per Deed Registry Plans) westerly from the northwest corner of Smithfield Street and Strawberry Alley; thence along the western side of said private alley in a northern direction towards Seventh Avenue and parallel with Smithfield Street One-hundred and thirty-nine and fifty-three one-

hundredths (139.53 Ft.) feet to a point on the center of a partition wall at line of property formerly of Joseph H. McMasters (now a portion of the premises hereby conveyed being Tract No. 2 as described in Deed from Mary L. Robinson et al. to William C. Robinson et al. dated November 5, 1946 and recorded in the Recorder's Office in Deed Book Volume 2932 page 645); thence southeastwardly along said last mentioned line or the extension thereof, one (1) foot more or less, to the western side of the said last mentioned alley; thence continuing along the western side of said private alley in a northerly direction Ninety-nine and ninety-two one-hundredths (99.92 Ft.) feet to the Southerly side of Seventh Avenue at the place of beginning.

TOGETHER with a private alley two feet ten inches (2' 10") in width extending from Seventh Avenue from a point Thirty-one and ninety-four one-hundredths (31.94) feet westerly from the western side of another private alley, the latter being Eight and fifty-eight one-hundredths (8.58 Ft.) feet in width, said two feet ten inches (2' 10") alley extending southeasterly along the western side of a triangular lot, more particularly described as Tract No. 3 in the aforementioned Deed of Mary L. Robinson et al. to William C. Robinson, et al.

TOGETHER with all the right, title and interest of any kind of the owner in the alley abutting the above described property on the East and extending from Seventh Avenue to Strawberry Way, which alley is nine and fifty-eight one-hundredths (9.58 Ft.) feet in width along the southerly portion and Eight and fifty-eight one-hundredths (8.58 Ft.) feet along the northerly portion thereof.

BEING designated as Block 2-A, Lot 30 in the Deed Registry Office.

BEING the same property which the Authority, by Agreement dated December 21, 1962 and recorded in the Recorder's Office in Deed Book Volume 4035, Page 253, acquired from Liberty Hotels, Inc.

43. Third Avenue Garage (1-H-135, 1-H-135-0-1)

Parcel A:

ALL THAT CERTAIN lot or piece of ground situate in the First Ward of the City of Pittsburgh, County of Allegheny and Commonwealth of Pennsylvania, separately bounded and described according to United States Standard of Measurement, as follows, to-wit:

BEGINNING at a point on the Southerly side of Fourth Avenue at the line of land now or formerly of Melville A. Eberhardt, said point being distant North 61° 41' 10" West, Two Hundred Forty-three and two hundredths (243.02) feet from the Southwest corner of Fourth Avenue and Wood Street; thence along said side of Fourth Avenue, North 61° 41' 10" West, Twenty-three and forty-two hundredths (23.42) feet to line of land now or formerly of the City of Pittsburgh et al.; thence Southwardly along said line, Eighty-five and Ninety hundredths (85.90) feet to a point; thence still along said line, Eastwardly, Three and fifty-two hundredths (3.52) feet to a point; thence still along said line, Southwardly, Eighty-five and Ninety hundredths (85.90) feet to the Northerly side of Third Avenue; thence along said side of Third Avenue, South 61° 38' East, Nineteen and

Ninety hundredths (19.90) feet to line of land now or formerly of Melville A. Eberhardt aforesaid; thence Northwardly along said line, One Hundred Seventy-one and eighty-two hundredths (171.82) feet to the place of beginning.

SUBJECT TO any change in quantity and description of said property as affected by: (a) location of Fourth Avenue as widened to a width of Forty-eight (48) feet under Ordinance No. 291 of the City of Pittsburgh approved June 15, 1950 and recorded in Ordinance Book 56, Page 601; and (b) location of Third Avenue as widened to a width of Forty-eight (48) feet under Ordinance No. 290 of the City of Pittsburgh approved June 15, 1950 and recorded in Ordinance Book 56, Page 601.

BEING designated as part of Block 1-H, Lot 135 in the Deed Registry Office.

BEING a part of the same property which Helene Hostetter Griffith and Fidelity Trust Company, surviving Trustees under the last will and testament of D. Herbert Hostetter, deceased by Deed dated March 14, 1951 and recorded in the Recorder's Office in Deed Book Volume 3146, Page 9, granted and conveyed to the Authority.

Parcel B:

ALL THAT CERTAIN lot or piece of ground situate in the First Ward of the City of Pittsburgh, County of Allegheny and Commonwealth of Pennsylvania, separately bounded and described according to United States Standard of Measurement, as follows, to-wit:

BEGINNING at a point on the Southerly side of Fourth Avenue at line of land now or formerly of Globe Insurance Company of America, said point being distant North  $61^{\circ} 41' 10''$  West, Three Hundred Eighteen and seven hundredths (318.07) feet from the Southwest corner of Fourth Avenue and Wood Street; thence along said side of Fourth Avenue, North  $61^{\circ} 41' 10''$  West, Twenty-seven and eighty-two hundredths (27.82) feet to a point on line of land now or formerly of D. Herbert Hostetter, said point being distant South  $61^{\circ} 41' 10''$  East, One Hundred Thirty-five and seventy-three hundredths (135.73) feet from the Southeasterly corner of Fourth Avenue and Market Street; thence along said line of land now or formerly of D. Herbert Hostetter and along line of land now or formerly of August Buch, South  $29^{\circ} 18'$  West, One Hundred Fourteen and Twenty-three hundredths (114.23) feet to a point; thence along line of land now or formerly of August Buch, North  $61^{\circ} 38'$  West, Six and one hundredth (6.01) feet to a point; thence still along said line of land now or formerly of August Buch, South  $29^{\circ} 18'$  West, Fifty-seven and fifty hundredths (57.50) feet to the Northerly side of Third Avenue; thence along said side of Third Avenue, South  $61^{\circ} 38'$  East, Sixty-six and fifty-three hundredths (66.53) feet to line of land now or formerly of the City of Pittsburgh et al; thence Northwardly along said line, Eighty-five and eighty-nine hundredths (85.89) feet to a point; thence along line of land now or formerly of the City of Pittsburgh et al., and line of land now or formerly of Globe Insurance Company of America, Westwardly, Thirty-two and Seventy hundredths (32.70) feet to a point; thence Northwardly along line of land now or formerly of Globe Insurance Company of America, Eighty-five and Eight hundred seventy-five thousandths (85.875) feet to the place of beginning.

SUBJECT TO any change in quantity and description of said property as affected by: (a) location of Fourth Avenue as widened to a width of Forty-eight (48) feet under Ordinance No. 291 of the City of Pittsburgh approved June 15, 1950 and recorded in Ordinance Book 56, Page 601; and (b) location of Third Avenue as widened to a width of Forty-eight (48) feet under Ordinance No. 290 of the City of Pittsburgh approved June 15, 1950 and recorded in Ordinance Book 56, Page 601.

BEING designated as part of Block 1-H, Lot 135 in the Deed Registry Office.

BEING a part of the same property which Helene Hostetter Griffith and Fidelity Trust Company, surviving Trustees under the last will and testament of D. Herbert Hostetter, deceased by Deed dated March 14, 1951 and recorded in the Recorder's Office in Deed Book Volume 3146, Page 9, granted and conveyed to the Authority.

Parcel C:

ALL THAT CERTAIN plot of land situate in the First Ward of the City of Pittsburgh, County of Allegheny and Commonwealth of Pennsylvania, bounded and described as follows, to-wit:

BEGINNING at a point on the Southerly side of Fourth Avenue, said point being distant Two hundred eighty-eight and ninety-seven hundredths (288.97) feet Westwardly from the Southwest corner of Fourth Avenue and Wood Street, said point also being the Westerly line of property now or late of the City of Pittsburgh et al.; thence in a Westerly direction following the Southerly line of Fourth Avenue Twenty-nine and ten-hundredths (29.10) feet to the Easterly line of property now or late of Hostetter; thence in a Southerly direction following the Hostetter line Eighty-five and eight hundred seventy-five thousandths (85.875) feet to a point in line of property of Hostetter; thence in an Easterly direction following the Hostetter line Twenty-nine and ten-hundredths (29.10) feet to the Westerly line of property of the City of Pittsburgh, et al; thence in a Northerly direction following said line of the City of Pittsburgh, et al., eighty-five and eighty-nine hundredths (85.89) feet to the Southerly line of Fourth Avenue or the place of beginning.

BEING designated as part of Block 1-H, Lot 135 in the Deed Registry Office.

BEING the same property which Globe & Republic Insurance Company of America, by Indenture dated December 22, 1950 and recorded in the Recorder's Office in Deed Book Volume 3124, Page 440, granted and conveyed to the Authority.

Parcel D:

ALL THAT CERTAIN lot or piece of ground situate in the First Ward of the City of Pittsburgh, County of Allegheny and State of Pennsylvania, bounded and described as follows, to-wit:

BEGINNING at a point on the Southerly side of Fourth Avenue, distant North 61° 41' 10" West one hundred (100) feet from the Southwest corner of Fourth Avenue and Wood Street; thence along said Southerly side of Fourth Avenue, North 61° 41' 10" West, one hundred forty-three and 2/100 (143.02) feet to line of land now or formerly of D. Herbert



Hostetter; thence Southerly along the line of said land, one hundred seventy-one and 82/100 (171.82) feet to the Northerly side of Third Avenue; thence along the Northerly side of Third Avenue, South 61° 38' East, one hundred forty-three and 2/100 (143.02) feet to a point, said point being distant North 61° 38' West, one hundred (100) feet from the Northwest corner of Third Avenue and Wood Street; thence North 29° 18' East, one hundred seventy-one and 95/100 (171.95) feet to the place of beginning.

BEING designated as part of Block 1-H, Lot 135 in the Deed Registry Office.

BEING the same property which Mellville A. Eberhardt and Isabel McD. Eberhardt, husband and wife by Indenture dated December 26, 1950 and recorded in the Recorder's Office in Deed Book Volume 3135, Page 184, granted and conveyed to the Authority.

44. Wood Allies Garage (1-H-68)

Parcel A:

ALL THAT CERTAIN lot or piece of ground situate in the First (1<sup>st</sup>) Ward of the City of Pittsburgh, County of Allegheny and Commonwealth of Pennsylvania, bounded and described as follows, to-wit:

BEGINNING on the Northerly side of First Avenue at the Southwesterly corner of Lot No. 221 in Colonel Wood's Plan of Pittsburgh; thence extending Northwardly along said Lot Line, 79 feet, 9-1/2 inches to line of property now or late of J. C. Patch; thence Westwardly parallel with First Avenue and by said Patch lot, 30 feet to a pin; thence Southwardly by a line parallel with the line of said Lot No. 221, 79 feet, 9-1/2 inches to First Avenue; and thence by said First Avenue, Eastwardly a distance of 30 feet to the place of beginning.

BEING designated as part of Block 1-H, Lot 68 in the Deed Registry Office.

BEING a part of the same property which Cleva-Thorpe Enterprises, by Indenture dated September 29, 1982 and recorded in the Recorder's Office in Deed Book Volume 6542, Page 80, granted and conveyed to the Authority.

Parcel B:

ALL THAT CERTAIN lot or piece of ground situate in the First (1<sup>st</sup>) Ward of the City of Pittsburgh, County of Allegheny and Commonwealth of Pennsylvania, being part of Lot No. 221 in Colonel Woods Plan of the City of Pittsburgh, bounded and described as follows:

BEGINNING on the Southerly side of the Boulevard of the Allies, formerly Second Avenue, at the Dividing Line between Lots Nos. 221 and 222 in Colonel Woods Plan of the Town of Pittsburgh, which point is in the centerline of a party wall dividing the properties known as 232 and 234 Boulevard of the Allies; thence Eastwardly along the Boulevard of the Allies, a distance of 40.17 feet, United States Standard Measure, to the center of a party wall between the property herein described and property known as 238 Boulevard of the Allies; thence Southwestwardly through the center line of said party wall

and through a party wall of premises adjoining on the Southeast, a distance of 160.04 feet, United States Standard Measure, to the Northerly side of First Avenue; thence Westwardly along the Northerly side of First Avenue, a distance of 40.17 feet, United States Standard Measure, to the line dividing Lots Nos. 221 and 222 in Colonel Woods Plan of the Town of Pittsburgh; thence along said Dividing Line and through the center of a party wall between the properties known as 234 and 232 Boulevard of the Allies, a distance of 160.04 feet, United States Standard Measure, to the Southerly side of the Boulevard of the Allies, the point at the place of beginning.

BEING designated as part of Block 1-H, Lot 68 in the Deed Registry Office.

BEING a part of the same property which Cleva-Thorpe Enterprises, by Indenture dated September 29, 1982 and recorded in the Recorder's Office in Deed Book Volume 6542, Page 80, granted and conveyed to the Authority.

Parcel C:

ALL THAT CERTAIN lot or piece of ground situate in the First (1<sup>st</sup>) Ward of the City of Pittsburgh, County of Allegheny and Commonwealth of Pennsylvania, bounded and described as follows:

BEGINNING on the Southern side of Boulevard of the Allies (formerly Second Avenue) on the line of Lot No. 221 in the General Plan of Pittsburgh and at the center line of a party wall; thence extending along said Boulevard of the Allies Westerly 30 feet to the line of Lot of Clarence Pettit, being likewise the center line of a party wall; thence by said Pettit Line through the center of a party wall parallel to line of said Lot No. 221, Southerly, a distance of 80 feet to a point; thence Easterly by line parallel to said Boulevard of the Allies, 30 feet to the line of Lot No. 221 aforesaid; and thence by same Northerly through the center of a party wall 80 feet to Boulevard of the Allies at the place of beginning.

BEING designated as part of Block 1-H, Lot 68 in the Deed Registry Office.

BEING a part of the same property which Cleva-Thorpe Enterprises, by Indenture dated September 29, 1982 and recorded in the Recorder's Office in Deed Book Volume 6542, Page 80, granted and conveyed to the Authority.

Parcel D:

ALL THAT CERTAIN lot or piece of ground situate in the First (1<sup>st</sup>) Ward of the City of Pittsburgh, County of Allegheny and Commonwealth of Pennsylvania, bounded and described as follows:

BEGINNING at a point on the Southwardly side of Second Avenue, at a distance of 240 feet, 9 inches Eastwardly from the corner of Market Street, said point being at the line of Lot No. 223 in Woods General Plan of Pittsburgh, now or late the property of William B. Scaife and Sons; thence Eastwardly along said Second Avenue, 30 feet, 1-1/8 inches to a point; thence Southwardly by a line parallel with Market Street, 79 feet, 10 inches to a point; thence Westwardly by a line parallel with Second Avenue, 30 feet, 1-1/8 inches to

the line of said Lot No. 223; and thence Northwardly along line of said Lot No. 223, 79 feet, 10 inches to the Southwardly side of Second Avenue, at the place of beginning.

BEING designated as part of Block 1-H, Lot 68 in the Deed Registry Office.

BEING a part of the same property which Cleva-Thorpe Enterprises, by Indenture dated September 29, 1982 and recorded in the Recorder's Office in Deed Book Volume 6542, Page 80, granted and conveyed to the Authority.

## SCHEDULE 2

### Parking Lot Initial Values

Lot	Address	Surface Area	Spaces	% of Facilities Concession Value
12th and East Carson	1217 Carson Street	10,700	35	<b>0.28%</b>
18th and Carson	1800 East Carson Street	14,400	41	<b>0.70%</b>
18th and Sidney	18th & Sidney	13,500	45	<b>0.49%</b>
19th and Carson	1916 Carson Street	12,000	27	<b>0.27%</b>
20th and Sidney	20th & Sidney	25,000	80	<b>0.03%</b>
42nd/Butler	4200 Butler Street	8,500	22	<b>0.03%</b>
Ansley/Beatty	121 Beatty Street	7,500	23	<b>0.03%</b>
Asteroid Warrington	65 Asteroid Way	4,400	13	<b>0.03%</b>
Beacon/Bartlett	5737 Beacon Street	25,000	69	<b>0.66%</b>
Beechview Ave.	1541 Beechview Ave	7,000	17	<b>0.03%</b>
Brookline Blvd.	916 Brookline Blvd	25,040	28	<b>0.03%</b>
Brownsville/Sankey	2702 Brownsville Rd	24,500	80	<b>0.03%</b>
Butler Street Plaza	5224 Butler Street	5,000	12	<b>0.03%</b>
Douglas/Phillips	5819 Phillips Avenue	18,000	45	<b>0.03%</b>
East Ohio Street	529 Foreland Ave	28,000	88	<b>0.03%</b>
Eva/Beatty	120 S. Beatty Street	48,000	130	<b>0.03%</b>
Forbes/Murray	5801 Forbes Avenue	27,700	72	<b>0.97%</b>
Forbes/Shady	1648 Shady Avenue	14,500	59	<b>0.75%</b>
Friendship/Cedarville	203-233 Cedarville	30,000	90	<b>0.39%</b>
Harvard/Beatty	5910 Harvard Street	23,000	61	<b>0.03%</b>
Homewood/Zenith	Kelly & Zenith St.	7,500	24	<b>0.03%</b>
Ivy/Bellefonte	726 Ivy Street	25,000	74	<b>1.53%</b>
JCC/Forbes	5738 Forbes Avenue	22,500	72	<b>0.51%</b>
Main/Alexander	431 Main Street	18,000	29	<b>0.03%</b>
Observatory Hill	3901-3915 Perrysville Ave.	8,500	23	<b>0.03%</b>
Penn Circle N.W.	5900 Penn Circle North	46,000	125	<b>0.03%</b>
Sheridan/Harvard	6226 Harvard Street	15,000	41	<b>0.03%</b>
Sheridan/Kirkwood	6117 Kirkwood Street	30,000	114	<b>0.03%</b>
Shiloh	118 Virginia Ave	27,764	73	<b>0.03%</b>
Tamello/Beatty	135 Tamello & Beatty	25,000	76	<b>0.03%</b>
Taylor Street	Taylor St & Corday Way	10,000	26	<b>0.15%</b>
Walter/Warrington	Walter & Warrington Ave	5,600	15	<b>0.03%</b>

SCHEDULE 3

Initial Schedule of Parking Rates

**3.1 Attended Parking Facilities** – Parking rates for each attended facility will increase in accordance to the following schedule:

	Effective Date	1 Hr or less	2 Hrs or less	4 Hrs or less	4 Hrs to 24 Hrs	5 Hrs or less	5 Hrs to 24 hrs	6 Hrs or less	6 Hrs to 24 Hrs	Evening Rate (Flat Fee)	Regular Day Lease Rate	Gold Reserve Lease Rate	Gold Lease Rate	Platinum Lease Rate	Night Lease Rate	Shift Lease Rate
Third Avenue <sup>(1)</sup>	January 1, 2011	\$ 7.00	\$ 9.00	\$ 12.00	\$ 16.00					\$ 5.00	\$ 290.00	\$ 340.00	\$ 325.00		\$ 100.00	
	January 1, 2012	\$ 8.00	\$ 10.00	\$ 13.00	\$ 17.00					\$ 6.00	\$ 300.00	\$ 350.00	\$ 335.00		\$ 110.00	
	January 1, 2013	\$ 10.00	\$ 12.00	\$ 15.00	\$ 19.00					\$ 6.00	\$ 350.00	\$ 400.00	\$ 385.00		\$ 110.00	
	January 1, 2014	\$ 12.00	\$ 14.00	\$ 17.00	\$ 21.00					\$ 6.50	\$ 375.00	\$ 425.00	\$ 410.00		\$ 110.00	
	January 1, 2015	\$ 13.00	\$ 15.00	\$ 18.00	\$ 22.00					\$ 6.50	\$ 400.00	\$ 450.00	\$ 435.00		\$ 120.00	
Ninth & Penn <sup>(1)</sup>	January 1, 2011	\$ 5.00	\$ 7.00	\$ 9.00	\$ 12.00					\$ 6.00	\$ 225.00	\$ 275.00		\$ 300.00	\$ 100.00	
	January 1, 2012	\$ 6.00	\$ 8.00	\$ 10.00	\$ 13.00					\$ 6.00	\$ 250.00	\$ 300.00		\$ 315.00	\$ 110.00	
	January 1, 2013	\$ 8.00	\$ 10.00	\$ 12.00	\$ 15.00					\$ 7.00	\$ 275.00	\$ 325.00		\$ 315.00	\$ 110.00	
	January 1, 2014	\$ 10.00	\$ 12.00	\$ 14.00	\$ 17.00					\$ 9.00	\$ 300.00	\$ 350.00		\$ 325.00	\$ 110.00	
	January 1, 2015	\$ 12.00	\$ 14.00	\$ 16.00	\$ 19.00					\$ 10.00	\$ 350.00	\$ 400.00		\$ 350.00	\$ 120.00	
Smithfield Liberty <sup>(1)</sup>	January 1, 2011	\$ 7.00	\$ 9.00	\$ 12.00	\$ 16.00					\$ 6.00	\$ 290.00	\$ 340.00		\$ 315.00	\$ 100.00	\$ 135.00
	January 1, 2012	\$ 8.00	\$ 10.00	\$ 13.00	\$ 17.00					\$ 6.00	\$ 300.00	\$ 350.00		\$ 315.00	\$ 110.00	\$ 135.00
	January 1, 2013	\$ 10.00	\$ 12.00	\$ 15.00	\$ 19.00					\$ 7.00	\$ 350.00	\$ 400.00		\$ 320.00	\$ 110.00	\$ 135.00
	January 1, 2014	\$ 12.00	\$ 14.00	\$ 17.00	\$ 21.00					\$ 7.00	\$ 375.00	\$ 425.00		\$ 320.00	\$ 110.00	\$ 145.00
	January 1, 2015	\$ 13.00	\$ 15.00	\$ 18.00	\$ 22.00					\$ 8.00	\$ 400.00	\$ 450.00		\$ 330.00	\$ 120.00	\$ 145.00
Ft Duquesne & Sixth <sup>(1)</sup>	January 1, 2011	\$ 5.00	\$ 7.00	\$ 9.00	\$ 12.00					\$ 6.00	\$ 225.00	\$ 275.00			\$ 100.00	
	January 1, 2012	\$ 6.00	\$ 8.00	\$ 10.00	\$ 13.00					\$ 6.00	\$ 250.00	\$ 300.00			\$ 110.00	
	January 1, 2013	\$ 8.00	\$ 10.00	\$ 12.00	\$ 15.00					\$ 7.00	\$ 275.00	\$ 325.00			\$ 110.00	
	January 1, 2014	\$ 10.00	\$ 12.00	\$ 14.00	\$ 17.00					\$ 9.00	\$ 300.00	\$ 350.00			\$ 110.00	
	January 1, 2015	\$ 12.00	\$ 14.00	\$ 16.00	\$ 19.00					\$ 10.00	\$ 350.00	\$ 400.00			\$ 120.00	
Mellon Square <sup>(1)</sup>	January 1, 2011	\$ 9.00	\$ 11.00	\$ 14.00	\$ 18.00					\$ 6.00	\$ 290.00			\$ 325.00	\$ 100.00	
	January 1, 2012	\$ 10.00	\$ 12.00	\$ 15.00	\$ 19.00					\$ 6.00	\$ 300.00			\$ 325.00	\$ 100.00	
	January 1, 2013	\$ 12.00	\$ 14.00	\$ 17.00	\$ 21.00					\$ 7.00	\$ 350.00			\$ 340.00	\$ 100.00	
	January 1, 2014	\$ 14.00	\$ 16.00	\$ 19.00	\$ 23.00					\$ 9.00	\$ 375.00			\$ 340.00	\$ 100.00	
	January 1, 2015	\$ 15.00	\$ 17.00	\$ 20.00	\$ 24.00					\$ 10.00	\$ 400.00			\$ 350.00	\$ 110.00	
Wood Allies <sup>(1)</sup>	January 1, 2011	\$ 5.00	\$ 7.00	\$ 9.00	\$ 12.00					\$ 5.00	\$ 225.00				\$ 100.00	
	January 1, 2012	\$ 6.00	\$ 8.00	\$ 10.00	\$ 13.00					\$ 5.00	\$ 250.00				\$ 110.00	
	January 1, 2013	\$ 8.00	\$ 10.00	\$ 12.00	\$ 15.00					\$ 6.00	\$ 275.00				\$ 110.00	
	January 1, 2014	\$ 10.00	\$ 12.00	\$ 14.00	\$ 17.00					\$ 6.00	\$ 300.00				\$ 110.00	
	January 1, 2015	\$ 12.00	\$ 14.00	\$ 16.00	\$ 19.00					\$ 7.00	\$ 350.00				\$ 120.00	
Oliver <sup>(1)</sup>	January 1, 2011	\$ 7.00	\$ 9.00	\$ 12.00	\$ 16.00					\$ 6.00	\$ 290.00			\$ 315.00	\$ 100.00	
	January 1, 2012	\$ 8.00	\$ 10.00	\$ 13.00	\$ 17.00					\$ 6.00	\$ 300.00			\$ 325.00	\$ 110.00	
	January 1, 2013	\$ 10.00	\$ 12.00	\$ 15.00	\$ 19.00					\$ 7.00	\$ 350.00			\$ 335.00	\$ 110.00	
	January 1, 2014	\$ 12.00	\$ 14.00	\$ 17.00	\$ 21.00					\$ 7.00	\$ 375.00			\$ 345.00	\$ 110.00	
	January 1, 2015	\$ 13.00	\$ 15.00	\$ 18.00	\$ 22.00					\$ 8.00	\$ 400.00			\$ 355.00	\$ 120.00	
First Avenue <sup>(1)</sup>	January 1, 2011	\$ 4.00	\$ 6.00	\$ 8.00	\$ 11.00					\$ 5.00	\$ 225.00				\$ 100.00	\$ 125.00
	January 1, 2012	\$ 5.00	\$ 7.00	\$ 9.00	\$ 12.00					\$ 5.00	\$ 250.00				\$ 100.00	\$ 125.00
	January 1, 2013	\$ 7.00	\$ 9.00	\$ 11.00	\$ 14.00					\$ 6.00	\$ 275.00				\$ 110.00	\$ 135.00
	January 1, 2014	\$ 9.00	\$ 11.00	\$ 13.00	\$ 16.00					\$ 6.00	\$ 300.00				\$ 110.00	\$ 135.00
	January 1, 2015	\$ 11.00	\$ 13.00	\$ 15.00	\$ 18.00					\$ 7.00	\$ 350.00				\$ 120.00	\$ 140.00
Second Avenue Plaza	January 1, 2011	\$8.00 All Day Including Shuttle Service									\$ 150.00				-	-
	January 1, 2012	\$9.00 All Day Including Shuttle Service									\$ 160.00				-	-
	January 1, 2013	\$10.00 All Day Including Shuttle Service									\$ 170.00				-	-
	January 1, 2014	\$10.00 All Day Including Shuttle Service									\$ 170.00				-	-
	January 1, 2015	\$12.00 All Day Including Shuttle Service									\$ 185.00				-	-
Transportation Center <sup>(1)</sup>	January 1, 2011	\$ 5.00	\$ 5.00	\$ 7.00		\$ 9.00		\$ 9.00	\$ 13.00	\$ 5.00	\$ 260.00				\$ 100.00	
	January 1, 2012	\$ 6.00	\$ 6.00	\$ 8.00		\$ 10.00		\$ 10.00	\$ 14.00	\$ 6.00	\$ 260.00				\$ 100.00	
	January 1, 2013	\$ 7.00	\$ 7.00	\$ 9.00		\$ 11.00		\$ 11.00	\$ 15.00	\$ 6.00	\$ 270.00				\$ 110.00	
	January 1, 2014	\$ 8.00	\$ 8.00	\$ 10.00		\$ 12.00		\$ 12.00	\$ 16.00	\$ 7.00	\$ 280.00				\$ 110.00	
	January 1, 2015	\$ 9.00	\$ 9.00	\$ 11.00		\$ 13.00		\$ 13.00	\$ 17.00	\$ 8.00	\$ 300.00				\$ 120.00	
Forbes-Semple	January 1, 2011	\$ 3.50	\$ 5.00	\$ 7.00	\$ 10.00					\$ 5.00	\$ 225.00				\$ 100.00	
	January 1, 2012	\$ 4.00	\$ 5.50	\$ 8.00	\$ 11.00					\$ 5.00	\$ 250.00				\$ 100.00	
	January 1, 2013	\$ 4.50	\$ 6.00	\$ 10.00	\$ 13.00					\$ 6.00	\$ 275.00				\$ 100.00	
	January 1, 2014	\$ 5.00	\$ 6.50	\$ 12.00	\$ 15.00					\$ 6.00	\$ 300.00				\$ 100.00	
	January 1, 2015	\$ 5.50	\$ 7.00	\$ 13.00	\$ 16.00					\$ 7.00	\$ 350.00				\$ 110.00	
Shadyside	January 1, 2011	\$ 3.75				\$ 8.00	\$ 10.00			\$ 5.00	\$ 200.00				\$ 100.00	
	January 1, 2012	\$ 4.00				\$ 8.00	\$ 10.00			\$ 5.00	\$ 200.00				\$ 100.00	
	January 1, 2013	\$ 4.00				\$ 10.00	\$ 12.50			\$ 6.00	\$ 250.00				\$ 100.00	
	January 1, 2014	\$ 5.00				\$ 10.00	\$ 12.50			\$ 6.00	\$ 250.00				\$ 100.00	
	January 1, 2015	\$ 5.00				\$ 12.00	\$ 15.00			\$ 7.00	\$ 300.00				\$ 110.00	

**Note:**

(1) Facility also offers Downtown Housing Lease Rate per City ordinance, which is calculated via the following:  
Downtown Housing Lease Rate = Day Lease Rate / (1+Parking Tax)

**3.2 Metered Parking Lots** – The following parking rates per hour for metered parking lots will be enforceable from 8:00 A.M. to 10:00 P.M., Monday through Saturday.

Locations	January 1, 2011	January 1, 2012	January 1, 2013	January 1, 2014	January 1, 2015
Beacon/Bartlett, Forbes / Murray, Forbes/Shady, JCC, Ivy/Bellefonte, Taylor Street, Friendship/Cederville, 18 <sup>th</sup> /Sidney, East Carson, 19 <sup>th</sup> /Carson, 18 <sup>th</sup> /Carson	\$1.50	\$1.50	\$2.00	\$2.00	\$2.50
Sheridan/Kirkwood, Tamello/Beatty, Eva/Beatty, Harvard/Beatty, Ansley/Beatty, Penn Circle Northwest, Douglas/Phillips, 42 <sup>nd</sup> /Butler, 20 <sup>th</sup> /Sidney, East Ohio	\$1.00	\$1.25	\$1.50	\$1.75	\$2.00
Sheridan/Harvard, Homewood/Zenith, 5224 Butler Street, Brownsville/Sankey, Walter/Warrington, Asteroid/Warrington, Shiloh, Brookline Boulevard Garage, Beechview Boulevard Garage, Main/Alexander, Observatory Hill	\$1.00	\$1.00	\$1.25	\$1.25	\$1.50

Monthly leases for the metered parking lots will also be enforceable in accordance with the following schedule.

Locations	January 1, 2011	January 1, 2012	January 1, 2013	January 1, 2014	January 1, 2015
Sheridan/Kirkwood, Tamello/Beatty, Eva/Beatty, Harvard/Beatty, Ansley/Beatty, Penn Circle Northwest, Douglas/Phillips, 42 <sup>nd</sup> /Butler, 18 <sup>th</sup> /Sidney, East Carson, 19 <sup>th</sup> /Carson, 20 <sup>th</sup> /Sidney, East Ohio	\$65.00	\$65.00	\$70.00	\$75.00	\$80.00
Sheridan/Harvard, Brownsville/Sankey, Shiloh, Brookline Boulevard Garage, Beechview Boulevard Garage, Observatory Hill	\$60.00	\$60.00	\$60.00	\$65.00	\$65.00

## SCHEDULE 4

### Operating Standards

#### SECTION A

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##### 1.0 Introduction

The purpose of the Operations and Procedures Manual is to provide the Concessionaire a methodology to establish the minimum requirements necessary for the basic development of an annual Operations Plan for the City of Pittsburgh Public Parking System off-street parking (the “Off-Street System”). The Off-Street System, as defined by the Concession and Lease Agreement, include the attended parking facilities (the “Facilities”) and selected off-street parking lots (the “Surface Lots”).

The Operations and Procedures Manual is divided into specific areas that are critical to the overall operation of the Facilities. Each of these sections provides a general overview for the Concessionaire regarding their responsibilities for each of these sections. These responsibilities must be addressed in the Concessionaire’s annual Operations Plan for the Facilities. Each of the sections introduces the overall policies, procedures and practices that will be implemented in respect to the specific section. These sections include:

- Staffing Identification (*Section 2.0*)
- Interagency Coordination (*Section 3.0*)
- Parking System Operations Plan (*Section 4.0*)

##### 2.0 Staffing Identification

The Concessionaire has the sole responsibility to determine its staffing needs to adequately fulfill the maintenance, contractual and operation obligations as described in the Concession Agreement. The Concessionaire is additionally solely responsible for any and all acts, errors and omissions of its personnel, staff, employees, agents and consultants. The Concessionaire must schedule employees to ensure that there are always adequate personnel, as determined in the sole discretion of the Concessionaire, in all of the Facilities’ during all hours of operation. The Staffing requirement is based on the current and future needs of each of the Facilities and Surface Lots.

During the lease, the City and the Authority will retain responsibility over the enforcement efforts and contract oversight. Collectively, the City and Authority constitute the “Government Parties.”

##### *2.1 Staff Personnel*

In the annual Operations Plan, the Concessionaire must identify key staff as they relate to the Off-Street System. The Concessionaire will provide to the Government Parties an organizational chart of the key personnel and update it when appropriate. The organizational chart includes: the

name and title of each employee and the employee's primary and secondary contact information, such as both an office phone and mobile phone.

### 3.0 Interagency Coordination

The Facilities and Surface Lots are located within the City limits of Pittsburgh, the County limits of Allegheny County and the State Limits of Pennsylvania and are thus subject to the ordinances, codes and laws set by the city, county, state and federal governments. The Concessionaire must cooperate with the Pennsylvania Department of Transportation ("PennDOT"), the Office of Homeland Security, and the Pittsburgh Police Department and the City of Pittsburgh Department of Public Works. These agencies may require coordinated efforts with the Concessionaire, access to the Facilities, surveillance camera footage or any other evidence that they deem necessary in the process of maximizing public safety during non-emergency and emergency situations.

The Concessionaire must maintain only the property which is included in the Concession Agreement. Any area that the Concessionaire is not responsible for the maintenance is listed as "excluded areas" in the Concession Agreement. If the facility is located or attached to property which is not included in the Concession Agreement, the Concessionaire will not be held responsible for the maintenance of the attached property, unless otherwise stated in the Concession Agreement.

### 4.0 Parking Systems Operations Plan

A general outline for the Parking Operations Plan is provided in this section. This outline is a basic template for the Concessionaire to use when developing their Parking Operations Plan. It is understood that over time, new needs or concerns arise and that the Parking Operations Plan will need to be revised and modified to address these new needs or concerns of the Facilities and Surface Lots. All sections of the Operations Plan are subject to local, state and federal laws, as well as codes and requirements pertaining to each Facility and Surface Lot. The Parking Operations Plan and all its subsections will need to be updated annually and approved by the Government Parties. The Concessionaire will develop an Operations Plan which must include, as a minimum, the following sections:

- Parking Operations Requirements
- Systems Maintenance Plan
- Metered Customer Payments
- Customer Service
- Custodial and Snow/Ice Control Plan
- Meter Collection
- Security Plan
- Emergency Plan
- Safety Plan
- Equipment Plan
- Capital Asset Management Plan



The initial Operations Plan will be submitted to the Government Parties for approval within three months (90 days) of the Concession Agreement closing date. After the Operations Plan is submitted to the City, the Concessionaire is permitted to resubmit an updated Operations Plan to the Government Parties for approval before the first anniversary of the Concession Agreement. This allows the Concessionaire to include any new needs or concerns that need to be addressed that were not included in the initial Operations Plan. An updated Operations Plan must be submitted to the Government Parties at the anniversary of the Concession Agreement closing date. The annual updated Operations Plan must have each of its sections updated annually.

#### *4.1 Parking Operations Requirements*

In the Parking Operations Requirement section, the Concessionaire will include a brief discussion regarding the essential staff and their titles, functions, duties and responsibilities as it pertains to the operation of the Facilities and Surface Lots. This section also discusses all major equipment that will be used in each facility and Surface Lot and its role in the operations.

This section includes the procedures when an event, incident or unusual occurrence occurs at the Parking Facility. These events include, but are not limited to:

- Emergency
- Insurance claims
- Accident claims
- Criminal acts
- Abandoned vehicles

#### *4.2 Off-Street System Maintenance Plan*

The Off-Street System Maintenance Plan section of the Operations Plan outlines processes and procedures that will be implemented to ensure the sustainability and continuous operation of the Facilities. The guidelines for each of the subsections in the Off-Street System Maintenance Plan are detailed in a separate document, *Maintenance Recommendations Manual*. The written plan ensures that both long-term and short-term maintenance and improvements are completed in a way that ensures the Facilities and Surface Lots remain fully operational, safe, user friendly and productive at all times.

##### *4.2.1 Facility and Surface Lot Maintenance*

The Off-Street System Maintenance Plan addresses, at a minimum, the following systems to ensure the continual operation of the Facility:

- Operations Systems
- Structural Systems
- Waterproofing, sealer & Sealant Systems
- Architectural systems, escalators and elevators
- Signage and graphics
- Pavement markings and traffic striping
- Fire Protection System

- Heating, Ventilating and air conditioning (HVAC) mechanical systems
- Utility Systems
- Plumbing Systems
- Electrical and Lighting Systems
- Communication and Security Systems
- Emergency Systems
- All Affected Property such as, parks, roadways and other elements which are required to preserve the Facility
- Revenue Control Equipment
- Elevators

#### *4.2.2 Metering Device Maintenance Schedule*

The Concessionaire will establish a maintenance schedule for any metering devices in the Surface Lots (the “Metering Devices”). These procedures will be implemented to ensure the sustainability and continuous operation of the Surface Lot metered system (the “Metered System”). These guidelines ensure that both long-term and short-term maintenance and improvements are completed in a way that ensures that the Metered System remains operational, safe, user friendly and productive at all times.

- The Concessionaire must establish protocol for the routine and operational maintenance of the surface lot Metered System, which includes, but is not limited to: daily meter inspection schedules and protocols, preventative maintenance schedules and an established protocol for the frequency of maintenance.
- Events such as extreme weather conditions, utility service outages/overload, vandalism and vehicular accidents can cause unanticipated emergency repairs. The Concessionaire shall provide an emergency repair protocol which details the specific practices that will be performed in the case of emergency repairs.

#### *4.2.3 Life Systems*

The Facility Systems Maintenance Plan must also address any and all Life Safety Systems within the Facility. The Life Safety Systems are essential to provide safety, communication and systems necessary for the operation of the Life Safety Systems. The Concessionaire must provide in the Facility Systems Maintenance Plan, at a minimum, the following Life Safety Systems operational procedures and policies.

- Intercoms
- Telephones
- Mobile communications
- Video surveillance system
- Alarms
- Fire precaution systems
- Fire Alarms
- Sprinkler systems

- Heat sensors
- Smoke detectors
- Carbon monoxide detectors
- Emergency call stations
- The computer hardware and software required to operate or monitor the Life Safety Systems

#### 4.2.4 *Energy Systems*

The constant energy flow to and from the Facilities is critical in keeping the Facilities in a fully operational mode at all times. In the Energy Systems section of the Maintenance Plan, the Concessionaire outlines the policy and procedures that will be executed to ensure that there is a constant stream of energy to all of the systems in the Facility. The Energy System plan will also outline the actions taken in the event of a power failure. The Energy system plan will discuss, at a minimum, the following systems and the Concessionaire's policy and procedures for each section.

- Life Safety Systems
- Mechanical Systems
- Electrical Supply
- The coordination efforts with the electrical, phone, natural gas, water and sewer companies/agencies

#### 4.3 *Metered Customer Payments*

The Concessionaire will be required to establish the following criteria as it relates to customer payments in any metered Surface Lots

- As described in the Concession Agreement, the Concessionaire will implement and maintain cashless alternatives for payment of parking.
- The Concessionaire will implement time differential metering systems, including demand-based pricing models and progressive rates in accordance with the Metered Parking Fees established in the Concession Agreement upon the Government Parties' request.
- The Concessionaire is obligated to charge and collect the full amount of the Parking Fees.
- Any time the customer must display a parking receipt in their vehicle, the metering device receipts must have an adhesive backing or an approved methodology to secure receipts to motorcycles and/or scooters. The receipts and any graphics on the receipts must be approved in advance and in writing by the Government Parties prior to its implementation and use. Approval will be provided by the Government Parties in no more than 35 days from the submission of such receipts or graphics to the Government Parties.

#### *4.4 Customer Service Plan*

The Customer Service Plan outlines the minimum policies and procedures necessary to ensure that the Concessionaire's staff utilizes an efficient system of handling customer service concerns, protocol for customer inquiries, protocol for responding to and recording customer inquiries/concerns. The Customer Service Plan is intended to increase the Concessionaire's staffs' handling of customer service related issues and to ensure the satisfaction of the customers.

##### *4.4.1 Customer Service*

The Customer Service Complaints and Inquiries section includes the Concessionaire's policies and procedures in handling complaints and inquiries. The Concessionaire establishes a customer service log to be used when receiving a customer's complaints, comments and concerns regarding the Facility or Surface Lot in question. This section includes, at a minimum, the following procedures to ensure proper handling of customer complaints and inquiries.

- The Concessionaire shall establish and maintain a customer service system for customer complaints and inquiries during the hours of operation of the meters and Facilities. The system can be maintained with live persons or another system which must be approved by the Government Parties in advance of its implementation. The Concessionaire will establish a minimum set of requirements to ensure that all reasonable complaints and inquiries that are received are resolved in a reasonable length of time. All complaints and inquiries will be documented in the customer service log. The length of time that a response will be expected for various levels of customer related inquiries and comments will be outlined in the section.
- The procedures that will be developed in responding to customer concerns will be differentiated by degree and priority.
- The Concessionaire must maintain each metering device in the surface lots and will provide the name of the Operator and a toll free phone number on each of the meter units.
- The Concessionaire will provide the Government Parties with access to information concerning the specific capability of the Metering Devices to measure compliance with the Pittsburgh Municipal Code.

#### *4.5 Custodial and Snow/Ice Control Plan*

The Custodial Plan documents the policies and procedures that the Concessionaire will undertake to ensure that the Facilities are clean for the general public. The Custodial and Snow/Ice Control Plan outlines the janitorial and general maintenance guidelines within the Facilities. These maintenance guidelines include, at a minimum, the following:

- Sweeping of parking and public areas
- Cleaning of all surfaces of the parking Facilities and Surface Lots
- Trash removal
- Pressure washing of parking decks, wall bases and column bases

- Chemical storage protocol
- Equipment
- Snow and ice control
- Snow plowing and removal
- Application of salt and chemical deicer

#### 4.6 *Meter Collection*

It is the Concessionaire's responsibility to establish efficient meter collection routes.

- The Concessionaire shall establish meter collection routes and schedules that ensure the continuous operation of the Metered System.

#### 4.7 *Security Plan*

The Security Plan documents the policies and procedures that the Concessionaire will develop with respect to the security and safety of the general public. The Plan includes staff training and supervisory policies and procedures, as well as the Concessionaire's general approach to the safety of the public. This section includes, at a minimum, the following criteria:

- A description of all security related systems and their location with respect to the parking facility
- The safety patrol routes
- CCTV monitoring
- Supervision of the security personnel and coverage
- Incident and Accident reporting protocols
- The emergency notification system
- Recordkeeping protocols
- Security of customer credit card and personal information
- All City codes and ordinances must be adhered to

#### 4.8 *Emergency Plan*

The Emergency Plan documents the policies and procedures that the Concessionaire will develop in response to an emergency situation either at or around the parking facility. This section outlines the general protocols that will be enacted in the case of a natural or man-made disaster. The Concessionaire will also provide a staff training program in the case of an emergency. This section will include, at a minimum, the following criteria:

- The command structure which details the organization of staff and their responsibilities during an emergency
- The communication flow between emergency responders
- The protocols for providing accurate and timely information to the general public
- The protocols for the evacuation of the public from the at risk area
- Staff training program

#### 4.9 *Safety Plan*

The Safety Plan documents the policies and procedures that the Concessionaire will develop to ensure the safety of its staff and the public. The Safety Plan ensures that all employees are fully trained in accordance with industry customs and standards in the Occupational Safety and Health Administration (“OSHA”) standards. This section includes, at a minimum, the following criteria:

- An employee safety training program which trains each employee on specific hazards related to their specific job role
- Policies and procedures required during facility work zone maintenance

#### 4.10 *Equipment Plan*

The Concessionaire has the sole responsibility for the operation, management and maintenance of the required equipment within the parking facility. The Equipment Plan documents the policies and procedures that will be undertaken in order to ensure that all the equipment is maintained according to the manufacturers’ requirements. The Equipment Plan includes, at a minimum the following criteria:

- Staff equipment training program
- Licensing of equipment
- Insurance
- Subcontractor equipment conformance
- Equipment operators are currently State registered and licensed
- Vehicle safety equipment, such as, amber warning lights and back-up alarms
- Staff Equipment training program
- Equipment maintenance schedule

#### 4.11 *Capital Asset Management Plan*

The Capital Asset Management Plan (“CAMP”) is required to preserve the facilities and ensure the continual operation. The general goals of the CAMP are to provide a pleasant and safe experience for the parking patrons as well as to preserve the facilities over time. The CAMP section includes, but is not limited to, the following sections:

- Planning of routine and preventative maintenance requirements
- Capital repair requirements
- An independent inspection and reporting by a Professional Consulting Firm, not affiliated in any way to the Concessionaire, for each facility

The CAMP must provide a general summary of the condition of the facilities as well as the implementation of strategies to preserve the Facility. Each CAMP and every strategy and any recommendation provided therein must comply with industry standards and practices generally applicable to similar parking facilities.

The independent consulting firm’s qualified engineer (the “Project Manager”) will direct the CAMP. The Consulting Firm must develop an annual inspection schedule for the facilities’

infrastructure, electrical, architectural and mechanical elements. The Project Manager will insure that its crew complies with all safety protocols outlined in the Safety Plan while performing inspections of the facilities. The Concessionaire will provide the Project Manager with each facility's general plan and drawings prior to the onsite inspections. The Project Manager must review the site plans prior to the onsite inspections. The Concessionaire and/or the Professional Consulting Firm must have all required permits, insurance and access requirements to perform site inspections. The Firm will supply the following:

- An Annual CAMP which outlines a general summary of the annual recommendations and capital improvements required for the next ten years
- Long-Term CAMP which provides a general summary of the recommendations and capital improvements necessary at ten year increments for the remaining Concession Agreement term
- Condition Assessment Report which provides any changes in conditions of the Facilities that were noted during that particular year
- The Concessionaire must supply an electronic copy of the annual CAMP and Condition Assessment Reports to the City.

#### 5.0 Metering Device Installation, Removal and Repair

The Concessionaire must abide by the following requirements during the installation, removal and repair of the Metering Devices in the Surface Lots.

- All Metering Devices, support poles and bases installed following the Closing Date are to be the color and size previously approved by the Government Parties
- All sign poles and bases must meet the requirements of the Manual of Uniform Traffic Control Devices ("MUTCD")
- Metering Devices located within the Concession Parking Lots shall be installed in the best possible area to maximize revenue and customer service
- Commencing one year following the date of the Concession Agreement, multi-space meters shall not operate more than fifty (50) parking spaces in each Surface Lot and must have an adequate frequency of collection. Any Concession Surface Lot that contains more than fifty (50) spaces must have at least two (2) multi-space Metering Devices
- To facilitate meter parking enforcement, the Concessionaire's newly implemented meter technology must allow for visual enforcement or provide notification of violation status in another manner which has been approved by the Authority
- Unless pre-approved by the Government Parties, any improvements made to the Metered System cannot include ground loops or other street construction

- If the Concessionaire chooses to implement pay-by-phone options, it must allow for peak period pricing, in accordance with the Metered Parking Fees established in the Concession Agreement
- Unless consented to in writing by the Government Parties, each new stall of a single-bay Metering Device shall be no less than eighteen (18) feet, but no more than twenty two (22) feet in length.
- The Concessionaire must give written notice to the Government Parties at least three (3) business days prior to the installation of new Metering Devices. New Metering Devices will be posted with an initial enforcement date of the next operation day
- Following the installation of a new metering device, the Concession must install a placard with the City seal on the Metering Device which indicates that the device was recently installed and also provides the day that enforcement will begin
- It is the Concessionaire's responsibility to repair or replace any Metering Device that is not fully functioning within two (2) business days of notification. It is the City's sole discretion to extend the time period for the repair
- Following the removal of the metering devices, the Concessionaire is responsible for repairing any damage that was caused to the public way

## 6.0 Motorcycle Parking

It is the Concessionaire's responsibility to comply with all current and future City and State standards and Applicable Laws regarding motorcycle parking regulations.

## 7.0 Recycling

To help protect the environment and remain in compliance with all applicable laws, including environmental laws, the Concessionaire must manage and maintain a battery recycling program, with respect to the Facilities and off-street surface lots. The Concessionaire must handle all the logistics, shipping, receiving, recycling and proper documentation related to the Concessionaire's recycling program. The following must be included in the recycling program, but are not limited to:

- Regular household batteries that are used in meters or both rechargeable and non-rechargeable batters, D-Cell, C-Cell, AA, AAA, 9-Volt and button cells
- Rechargeable and non-rechargeable battery packs used in the meter equipment, cell phones, cameras, laptop computers, power tools, etc.
- Handheld electronics such as cell phones, iPods, PDAs, pagers, etc.
- Any other dry-cell battery that was not previously listed



## 8.0 Service Vehicle Use

The Concessionaire will be permitted to utilize its Service Vehicles to facilitate the operations of the System. The following guidelines must be followed as it pertains to the use of Service Vehicles.

- All Concessionaire service vehicles must display the following identification decals and contact information on both sides of the vehicle. These include, but are not limited to:
  - Company Name
  - Vehicle (Fleet) number
  - Company area code and phone number
  - Company web address
  - “How Am I Driving” or equivalent customer complaint/compliment decal and access number
  - Vehicle (Fleet) number located on the rear of each vehicle
- All service vehicles utilized by the Concessionaire must be clean and regularly maintained to ensure safe operation
- All service vehicles must be equipped, at the Concessionaire’s expense, with electronic location safety devices or equipment approved by the Government Parties as appropriate and deemed reasonably necessary
- All service vehicles’ operators must possess and retain a valid Pennsylvania driver’s license in the personal possession at all times of vehicle operation
- The Concessionaire must comply with all local, state and federal vehicle licensing regulations. This includes displaying current license plates and any plate and City stickers. Additionally, the vehicle must carry insurance certification required by Law
- The Concessionaire is responsible for ensuring the safe operation of all service vehicles
- It is the Concessionaire’s responsibility to ensure timely payment to the City of all service vehicle violations
- All service vehicles must display any and all safety awareness stickers
- Vehicle operators and passengers of service vehicles can not smoke in or around the service vehicles. Additionally, the operator cannot permit unauthorized passengers to utilize the service vehicles at any time
- Service vehicle use for illegal activity including, but not limited to: the transportation or storage of weapons, hazardous chemicals or illegal substances is prohibited
- The service vehicle operator is required to adhere to all established vehicle “moving” regulations

- The service vehicle operator is permitted to park service vehicles at metering devices and areas without payment only while performing professional duties with respect to the operation of the System
- The service vehicle operators are required to use hands-free devices when using cellular phones or two-way communication devices in any of the service vehicles
- All drivers and passengers utilizing the service vehicle must wear seat belts at all times
- The Concessionaire is required to report all service vehicle accidents to the City within 48 hours following any accident
- Concessionaire is solely responsible for costs incurred from the necessary transport of equipment and personnel
- All service vehicles will bear similar markings and are the same color
- All service vehicles must be equipped with fully operational Mars lights with flashing yellow caution lights. All service vehicles that do not have a rear window must utilize video when backing up

## 9.0 Signage

The Concessionaire must follow the following criteria as it pertains to the Off-Street System's signage

- The Concessionaire will be responsible for all installation, removal and repair of signage related to the Off-Street System. The Concessionaire will not be responsible for the installation, removal and repair of signage not related to the Off-Street System
- External signs must comply with the standards contained in the MUTCD with respect to size and consist of a reflective white background and green overlay for symbols and text
- The City of Pittsburgh Department of Public Works must review and pre-approve all external signage design, installation, removal and repair and verify compliance with the standards contained in the MUTCD

## 1.0 SECTION B - FACILITY INTRODUCTION

### 1.1 *Objective*

Due to direct exposure to traffic and weather, all parking structures and surface lots (the "Facilities") need an appropriate maintenance and repair program to provide a safe and satisfactory level of service and maximize their service life. Without such a program, the Facilities may sustain premature deterioration, undue repair expense, interrupted service, inconvenience or an unpleasant experience for the patrons resulting in a loss of cash flow.

This manual is intended to provide guidelines to help ensure a satisfactory and safe level of service for the Public Parking Authority of Pittsburgh parking facilities. Criteria for an effective maintenance program will be presented and specific practices and procedures considered applicable and essential to the program will be described in detail in the subsequent chapters. Separate sections describe the maintenance requirements for the Public Parking Authority structures (Section 3) and surface lots (Section 5).

## *1.2 Maintenance Program Overview*

Even with the highest quality of construction practices, it is imperative to implement a maintenance program to maximize service life and provide a safe and pleasant parking experience for facility users. A comprehensive maintenance program typically includes the following:

- Establishing a record database of facility systems, components, and repairs and keeping the database up-to-date.
- Periodic inspections of the facility systems and components, including consultation with qualified, professional engineers.
- Establishing and implementing a capital expenditure, or repair program.
- Routine operational and preventative maintenance
- Emergency repairs as necessary

### *Record Database*

A record database of each of the facility's systems and components should be created and maintained for each facility. The database should include: a comprehensive list of facility components, warranty and maintenance information, and records of previous repairs/replacements/upgrades. The purpose of the database is to:

- Track inventory with a record of the facility systems and components
- Detail preventative maintenance, particularly for equipment, necessary to minimize breakdowns and maximize service life
- Provide copies of warranties to ensure work to components under warranty is not performed at the Concessionaire's cost
- Track work and maintenance performed in the facility during the life of the Concession Agreement.
- The Concessionaire must keep the record database in a format that will be easily transferred from the Concessionaire to the Authority at the end of the Concession Term.

### *Periodic Inspections*

Periodic inspection of the various systems and components in each of the facilities should be performed by maintenance personnel who are familiar with the operation of the facility. A recommended inspection schedule detailing the specific items to review and their frequency is provided in Chapter 5. Deficiencies should be noted in a concise report with recommendations

for additional investigation or remedial action. As necessary, qualified engineers should be consulted to review the deficiencies and recommend remedial action.

A detailed visual inspection of the general conditions should be performed on a periodic basis by a structural or civil engineer. Deficiencies and problems should be recorded and noted in a report recommending further investigation or remedial action. As necessary, condition appraisals should be performed to investigate substantial deterioration or unexplained issues to determine the extent, cause, and corrective options available.

### *Capital Expenditure Program*

A capital expenditure, or repair, program should be established based on the results of the periodic inspections. The capital expenditure program should prioritize repairs based on the current condition and the expected life cycles of the various facility components to aid the Concessionaire in budgeting for current and future repairs. It is imperative that the repairs be performed in a timely manner to ensure a safe and satisfactory level of service and to maximize the useful service life of the facility.

### *Routine and Operational Maintenance*

Routine and operational maintenance should be performed in each of the facilities. Routine and operation maintenance includes items such as janitorial services, lubrication/adjustment of equipment, filter and light bulb replacement, drain and pipe cleaning, etc. Further discussion regarding routine and operational maintenance issues is provided in Chapter 3 for the structures and Chapter 5 for the surface lots.

### *Emergency Repairs*

Even with the most diligent maintenance program in place, emergency repairs to various facility components will be required from time to time. Events such as extreme weather conditions, utility service outages/overloads, vandalism and vehicular accidents can cause unanticipated damage to facility equipment or components. As necessary, emergency repairs should be performed promptly to ensure the facility is properly operating and providing a safe and pleasant experience for facility users.

## 2.0 RECOMMENDED STRUCTURE MAINTENANCE PROGRAM

### 2.1 *Overview*

The recommended maintenance program includes period inspections, capital improvements, and routine/operation maintenance to each of following systems:

- General Cleaning
- Structural Systems
- Waterproofing Systems
- Architectural Components
- Elevators and Escalators

- Fire Protection System
- Plumbing System
- Mechanical System
- Electrical System
- Parking Control Equipment
- Security System
- Landscaping

The following sections further detail the recommended actions to maximize each system's performance and service life.

## *2.2 General Cleaning*

Please see Table 2 for a more detailed description of general cleaning. While most cleaning relates to the appearance of the parking garage and the resulting image that is portrayed to the public, some items can cause problems if neglected. For example, trash can clog drains and result in flooding, and trash left on stairs or landings may result in liability for any resulting personal injury. A cleaning program should be established for each facility that directs personnel to perform the required cleaning tasks on a regular basis.

In part, the suggested frequencies of cleaning are based upon the concept that users have a lower tendency to litter a clean, neat environment than an environment which is already messy. A clean, well kept parking garage promotes a good reputation and invites users to return to the facility.

One of the most frequently overlooked aspects of parking garage maintenance is proper floor cleaning. It is recommended that all parking deck levels be swept on a quarterly basis, while floors public areas such as entrances, exits and lobby areas should be swept weekly. Sweeping can be done either with hand brooms or mechanized sweepers designed for use in parking garages. Between sweepings it is recommended that litter be picked up from general parking areas and trash cans are emptied daily.

Some floor areas should have daily cleaning by sweeping, mopping, or vacuuming, including lobbies, restrooms, offices, cashiers booths, and entrance/exit lanes. Stairs should be cleaned on the same frequency as the parking areas, unless they are heavily used and more frequent cleaning is warranted. Stair handrails and walls should be cleaned each time the stairs are swept.

In addition to sweeping, a semi-annual wash down, or power-washing, of the parking floors with a high volume, low pressure water hose is recommended. In high traffic areas, such as entrance lanes and main driving aisles, more frequent power-washing may be desirable. During power-washing operations, grease and oil drippings from vehicles that build up in parking stalls and entrance and exit lanes should be removed with degreasers, such as an industrial detergent. Before and after washing the floors, floor drains should be checked to see that they are functioning properly. Temporary burlap or straw filters may be used to prevent dirt/debris from getting into drains, but those temporary filters must be removed immediately after washing.

Windows in cashier booths should be washed daily. Other windows, such as those in stairways or offices, should be washed monthly or quarterly, depending upon their condition. Walls in restrooms, elevator cabs, lobbies, and other public use areas should be cleaned on a weekly basis.

### *2.3 Structural System*

The structural system represents the largest portion of the initial construction investment. Protection of that investment requires an on-going program of regular inspection, repairs, and preventative maintenance. Deferred repairs and maintenance can lead to more costly repairs and greater disruption to the operations of the garage.

The structural system should be regularly inspected for deterioration due to weather, wear, vehicular damage, and any other deterioration mechanisms. Chapter 5 provides recommendations for the inspection frequency of the different structural components. During the inspections, the location and extent of conditions which could cause, or have already caused, concrete or steel deterioration should be noted. Items to be looked for include surface deterioration on the top and bottom of the floor slabs, evidence of water leakage, cracks, and corrosion of exposed steel. This survey can be performed by maintenance personnel familiar with the facility, supplemented by a more detailed walk-through inspection by a qualified engineer on a yearly or as-needed basis. Based on these inspections, an itemized list of capital expenditures (or repairs) for the current and subsequent years can be developed and budgeted for.

The structural system shall be considered to be performing adequately when the following criteria are met or exceeded:

- The structure can adequately support the imposed loading conditions
- Driving and walking surfaces are maintained for vehicular and pedestrian traffic
- Deteriorated areas designated for repair have been repaired or are scheduled to be repaired
- Repair areas encompass all deteriorated concrete and are structurally sound
- Repair areas maintain the structural integrity of the facility as a whole
- Repair materials are well bonded and compatible with the substrate
- Repair areas closely match existing color, finish, and profile

#### *Floor Slabs*

In most garages, the floor slab is subjected to the most severe load, wear, and weather conditions, requiring the largest portion of repairs and maintenance over the life of the facility. In particular, floor slabs at entrance and exit lanes, drive lanes, and turn aisles are subject to the most extreme conditions. To minimize deterioration and repair costs, all slab areas should be regularly inspected and timely repairs should be performed.

To address potential liability issues, any potential tripping hazards noted in the floor slab should be filled immediately, even if only on a temporary basis until proper repairs can be performed.

Additionally, any loose overhead or vertical concrete on the underside of the slabs should be removed as soon as possible to avoid potential safety hazards to vehicles or facility users.

Types of potential slab deterioration include spalling, delamination, and cracking. Any deterioration observed should be repaired in a timely manner using proper repair techniques and materials. Improper repair techniques and materials hide, but do not cure, the problem.

Proper repair of concrete spalling or delamination includes the removal of all unsound and delaminated concrete, cleaning of exposed reinforcing steel, and touching-up any reinforcing steel that was originally epoxy-coated. The repair areas should then be completely cleaned of loose dust or debris and patched back with a high-quality, Portland cement repair material that is compatible with the substrate concrete. During annual inspections, previous repair locations should be sounded to ensure they are performing adequately.

The proper repair of slab cracking consists of routing the crack to an approximate ½” by ½” V-groove, priming the substrate concrete, and caulking with a flexible urethane or silicone sealant. This repair will minimize the ingress of moisture into the floor slabs and reduce subsequent corrosion-related deterioration. Typically, crack sealant has a useful service life of 8 to 12 years before it needs to be replaced.

In addition to the repairs described, it may be prudent to install a waterproofing membrane system over critical areas of the floor slabs to minimize water penetration into the slab and future deterioration. See Section 2.4 for a further discussion of waterproofing membrane systems.

### *Beams, Columns, and Walls*

Deterioration of the concrete beams, columns, and walls can adversely affect the structural integrity of structure as a whole. Beam, column, and wall deterioration is typically due to the ingress of moisture into the structural elements and corrosion of the embedded steel reinforcing. Any loose overhead or vertical concrete noted should be removed as soon as possible to avoid potential safety hazards to vehicles or facility users. Repairs to corrosion-related beam, column, and wall spalling and delamination are nearly identical to those detailed for floor slab repairs in the previous section.

Beam, column, and wall deterioration can also be caused by restraint and/or excessive load. Conditions of this nature are beyond the scope of this manual and should be evaluated by a structural engineer experienced in the repair and maintenance of parking facilities.

### *Structural Steel*

Structural steel is generally limited to lintels, connection hardware, stairs, guardrails, and bollards in most garages, but serves as the primary structural framing in the Smithfield Liberty, Wood Allies, Forbes Semple, and Shadyside parking garages and as supplemental framing in the Third Avenue parking garage. The structural steel framing consists of structural steel beams and columns. All structural steel components should be regularly inspected for the onset of corrosion. When corrosion is observed, the steel component should be cleaned and the painting

or protective coating should be touched-up. If heavy corrosion or significant deterioration of the structural steel elements is observed, a qualified structural engineer should be consulted.

As preventative maintenance, complete re-painting or re-coating of exposed structural steel elements should be performed at regular intervals. See Section 3.5 for a further discussion on re-painting and re-coating intervals.

Metal handrails and guardrails are also subject to damage from impact. It is recommended that these handrails and guardrails be checked regularly to verify that they are rigid, not damaged, and can serve their intended purpose as crash wall and/or fall protection.

## *2.4 Waterproofing System*

The waterproofing system consists of waterproofing membranes, joint sealants (i.e. caulking), and expansion joint seals. This purpose of this system is to prevent water movement into or through the structure in an effort to minimize future deterioration.

It is recommended that the waterproofing system be regularly inspected for water leakage and locations of damage, wear, or missing components. Chapter 5 provides recommendations for the inspection frequency of the waterproofing system components. This survey can be performed by maintenance personnel familiar with the facility, supplemented by walk-through inspections by a qualified engineer on a yearly or as-needed basis. Based on these inspections, an itemized list of capital expenditures for the current and subsequent years can be developed and budgeted for.

The waterproofing system shall be considered to be performing adequately when the following criteria are met or exceeded:

- The waterproofing components are free of leaks, defects, damage, and deterioration
- The waterproofing components are properly installed and adhered to substrates
- The waterproofing components allow for proper movement associated with temperature changes, long-term creep, and shrinkage
- The waterproofing components provide a smooth and safe transition for users

### *Waterproofing Membranes*

Two types of waterproofing membranes are utilized throughout the various parking structures of the Public Parking Authority of Pittsburgh. The types include thin, cold-applied membranes and protected, hot-applied membranes. Thin elastomeric waterproofing membranes are cold, liquid-applied urethane systems on the order of 20 to 30 mils thick (1 mil = 0.001 inch) with sand added to a 20 to 30 mil top coat for skid resistance. They are designed for use under direct exposure to vehicular traffic and come in a variety of colors. Once installed, elastomeric waterproofing membranes provide a waterproof surface over the protected area. Typically, they are installed in high traffic areas or in critical slab locations for protection from concrete deterioration.



Typical elastomeric waterproofing membranes have a useful service life of 6 to 8 years in high traffic areas (entrance and exit lanes, drive aisle, and turning lanes) before re-coating is necessary. Moderate traffic areas (parking stalls and pedestrian traffic areas) have a useful service life of 8 to 12 years before re-coating is necessary. The condition of the membrane should be noted and monitored during the on-going inspections to determine the optimal time for re-coating as the membranes near the end of their useful service life. A complete removal and replacement of waterproofing membrane systems can be expected approximately every 15 to 20 years.

Protected waterproofing membranes consist of a hot-applied rubber membrane with an asphalt protection course laid over it. They are designed for use under direct exposure to vehicular traffic. A protected waterproofing membrane typically has a minimum 5 year warranty, but has a useful life of approximately 20 years or more. The waterproofing membrane will provide a waterproofed surface. The advantage of a protected membrane over an elastomeric membrane is that the waterproofing material is not directly exposed to traffic. Identified cracking and construction joints only need to be reinforced with a fabric reinforcement sheet embedded directly in the hot-applied rubber membrane. Protected membranes are typically installed over occupied space.

During inspections, signs of leakage beneath the waterproofing membrane, damage or de-bonding of the membrane and general wear and tear should be noted. Locations of damaged or de-bonded membrane should be repaired in a timely manner by removing the membrane in question, cleaning the slab, and re-applying the membrane with a proper overlap of the existing, well-bonded membrane. If active water leakage is observed, the source or location of the leak should be determined, which may involve a visual inspection or a flood test. Once the source of the leak is identified, the proper repair to the membrane should be performed in a timely manner. It may be necessary to consult an engineer experienced in the design and maintenance of parking facilities and/or the membrane manufacturer proper materials and methods of repair.

Particular care should be given to areas covered with waterproofing membranes during power-washing and de-greasing so the membrane is not damaged. The waterproofing membrane manufacturer should be contacted for recommendations regarding power-washing guidelines and cleaning materials utilized. It may be prudent to sample the cleaning materials and procedures on a small sample area prior to full-scale cleaning.

### *Sealants and Caulking*

Sealants and caulking are used to seal joints and slab cracks by adhering to the surrounding concrete to protect against moisture infiltration into the slab. The materials may be self-leveling or non-sag, depending on whether they are intended for use on horizontal or vertical surfaces. Sealants and caulking should conform to the requirements of Federal Specification TT S-00227OE, Class A, Type 1 or 2 and remain bonded to the substrate concrete and flexible during their service life.

All sealants and caulking must be inspected periodically for wear, damage, and failure. Deterioration can be caused by cohesion failure within the material itself, adhesion failure

between the material and concrete, incorrect joint design, abrasion or damage by traffic, rapid temperature changes, freeze-thaw damage, and ultra-violet light induced embrittlement. When deterioration is observed, repairs should be performed in a timely manner. If left un-repaired, sealant deterioration can impair the serviceability of the structure and accelerate deterioration of the structural system due to moisture intrusion into the slab.

Typically, repairs include the removal of deteriorated sealant and caulking material, examination of the underlying concrete substrate for deterioration, repairs to the concrete substrate as necessary, and installation of new sealant or caulking materials. As a rule of thumb, when 30% of the sealant or caulking is deteriorated, planned replacement of all sealants should be budgeted for. A qualified engineering consultant and the manufacturer of the material should be consulted for proper materials and methods of repair.

Sealants and caulking usually have a useful service life of 8 to 12 years when they are not directly exposed to ultra-violet light. Sealants and caulking directly exposed to ultra-violet light, such as on the roof level of a parking structure, usually have a service life of between 5 and 8 years. The general wear and tear of all sealant and caulking materials should be noted and monitored during the on-going inspections to determine the optimal time for replacement.

### *Expansion Joint Seals*

Expansion joint openings are used to provide separation between sections of a garage and accommodate movements associated with temperature changes, creep, and long-term shrinkage. These openings are filled with a flexible material, or an expansion joint seal. Because expansion joint seals are direct exposure to wheel traffic, they are very vulnerable to wear and damage. Therefore, they must be regularly inspected for damage, deterioration, and signs of leakage beneath the joints.

Various repairs and specialized expansion joint seal systems may be utilized to correct deterioration observed. Consultation with a qualified engineer and the expansion joint seal manufacturer is recommended prior to specifying any expansion joint repair or replacement. It is also recommended that expansion joint seals be installed or repaired by experienced and manufacturer-licensed contractors to ensure optimum performance.

Expansion joint seals typically have a useful service life of 5 to 10 years before some repairs are necessary to ensure their performance and long-term durability. Complete replacement of expansion joint seals can be expected approximately every 10 to 15 years. The general condition of the seals should be noted and monitored during the on-going inspections to determine the optimal time for repair and/or replacement.

### *Foundation Walls*

In below-grade parking structures, such as the Mellon Square and Oliver parking garages, small cracks in the foundation can develop and water from the saturated soils retained by the foundation walls may begin to leak through the cracks. During the periodic inspections, foundation walls should be reviewed to determine locations of leaking foundation wall cracks.

Leaking foundation wall cracks should be addressed in a timely manner to minimize water infiltration into the walls and reduce subsequent corrosion-related damage. Often times, leaking foundation wall cracks may be sealed from the inside using a quick-setting or pressure injected grouts. If injecting the crack from the interior does not properly address the water infiltration, additional repair options include the injection of bentonite, finely divided clay which swells considerably when wetted, into the soil adjacent to the leak or excavating the retained soil and repairing the leaks from the exterior face of the wall. Consultation with a qualified engineer is recommended to determine the proper repairs.

## *2.5 Architectural Components*

Architectural components include non-structural walls, surface finishes, windows, doors, painting, striping, and signage. All architectural components should be regularly inspected for deterioration due to weather, wear, damage, age, etc. Chapter 5 provides recommendations for the inspection frequency of the different architectural components. This survey can be performed by maintenance personnel familiar with the facility, supplemented by walk-through inspections by a qualified engineer or architect on a yearly or as-needed basis. Based on these inspections, an itemized list of capital expenditures for the current and subsequent years can be developed and budgeted for.

The architectural components shall be considered to be performing adequately when the following criteria are met or exceeded:

- Components remain in a safe and operable condition
- Components contribute to a smooth operation of the parking facility
- Components contribute to a safe and positive parking experience

### *Walls and Surface Finishes*

Walls and surface finishes include exposed, non-structural walls (i.e. non-load bearing masonry walls), wall finishes (i.e. drywall, tile), ceiling finishes (i.e. suspended acoustical ceiling, drywall), and floor surface finishes (i.e. tiles, carpet). These elements are typically used in garages for privacy, aesthetics, safety, security, and to enclose temperature controlled spaces.

During inspections, the walls and surface finishes should be inspected for deterioration due to water damage, chips, cracks, general wear and tear, etc. Locations of deterioration should be recorded, and repairs should be performed in a timely manner.

The various walls and surface finishes have different useful service lives based on their composition, location of use, and exposure. In general, walls and surface finishes directly exposed to the weather or the exterior will have shorter life spans than walls and surface finishes on the interior or protected from the weather.

### *Doors*

Most of the garages have both pedestrian access doors and overhead vehicular doors. Pedestrian access doors are typically utilized at entrance to stairs, lobbies, and occupied spaces for

temperature control, security, and safety. Overhead vehicular doors are typically utilized for restricting after hour vehicular access into the garage or to provide fire separation.

Both pedestrian and vehicular doors should be checked regularly to ensure they operate properly. The door hardware, including latches, panic hardware, closers, locks, and manual operation devices, should be inspected at the same time. When a malfunction is noted, it should be corrected immediately to maintain the safety and security of the parking garage. Lubrication of all moving parts should be performed in accordance with manufacturer's recommendations.

All doors, frames, and hardware should also be inspected for corrosion. When corrosion is observed, the component should be properly cleaned and re-painted/re-coated. See the following section for a further discussion on re-painting and re-coating.

Typical pedestrian access doors and overhead vehicular doors have a useful service life of approximately 20 years. However, the service life of specific doors will depend on the door material, painting or protective coating, maintenance, and exposure conditions. Individual doors should be monitored on a regular basis to determine the optimum time frames for repairs and/or replacement.

### *Painting*

Painting enhances the overall appearance of a component, while also providing protection from water infiltration and/or corrosion. Painted surfaces should be inspected as detailed in Chapter 5 to determine their condition. Small rust spots or areas of paint deterioration should be cleaned and touched up each year. Complete repainting should be performed as required by the element, type of paint, and the exposure conditions. Most painted surfaces in the parking garage will need repainting at intervals in the 3 to 7 year range.

Regular painting of doors, door frames, pipes, and pipe guards not only helps prevent corrosion deterioration but provides a pleasant and well kept appearance. The re-painting of interior or exterior concrete and masonry is usually done for appearance, while some masonry paints also serve as waterproofing. Some of the new anti-graffiti paints are effective for that purpose and should be considered when graffiti is or may be a problem. The face of concrete curbs should be re-painted semi-annually to minimize potential tripping hazards.

Structural steel (including metal pan stairs) should be regularly inspected for signs of corrosion and/or paint deterioration. Minor corrosion or peeling paint can be touched up by maintenance personnel as needed. However, if heavy corrosion or deterioration of the structural steel elements is observed, a qualified structural engineer should be consulted. Handrails and guardrails serve safety related functions in the facilities and should be inspected and re-painted in a similar fashion to structural steel.

All paint should be carefully selected to ensure it is appropriate for the particular application. As a protective coating, painting depends principally upon its adherence to the underlying surface. Therefore, before painting any surface, it is extremely important to properly clean and prepare the substrate surface.

## *Striping*

Striping is essential to maintain the safe and orderly movement of vehicles and pedestrians, while ensuring smooth operation of the facility. Therefore, directional and informational floor striping should be inspected regularly and kept in good condition, and pedestrian walkways and lobby areas should be properly striped, signed, and well lit.

Re-striping should be performed whenever striping begins to fade or is deteriorated. Localized areas of re-striping, particularly at entrance, exits, and heavy traffic areas, can be expected on a regular basis. Re-striping of a garage as a whole can be anticipated every 2 to 5 years, depending on the amount of use and weather exposure.

Occasionally, striping layouts are changed within a garage to accommodate changes in traffic flow, smaller vehicles, etc. When changes in the striping layout are performed, it is recommended that the old striping be completely removed before the new striping is applied. Painting over old stripes will often times confuse users due to two layers of striping being visible. The Concessionaire should adhere with all industry and local government standards for the preferred or required striping color and dimensions.

## *Signage*

Properly installed and maintained signage ensures that regulatory, warning, guide, informational, and advisory information is relayed to the garage users. The signage inside and outside a facility plays an important role in directing and informing the users of the traffic flow into and within the garage, while ensuring the safe and orderly movement of vehicles and pedestrians.

All signage should be regularly inspected and kept clean, legible, and well lit. Any deterioration to signage painting, coating, and facing materials should be promptly repaired and any illuminated signs or lighting damaged near signage should be replaced in a timely manner. Level indicator signage, stair or elevator location signage, and general information signage should be kept at eye level and be visible from entrances and exits.

## *2.6 Elevators and Escalators*

The purpose of escalators and elevators is to allow for safe, quick, and efficient pedestrian entrance into and exit from the facility. All elevators and escalators, along with their associated components, require periodic safety checks and maintenance services. In addition to on-going operation inspections by in-house maintenance personnel described in Chapter 5, a service contract with the equipment manufacturer or a reputable service company should be in place. The service contract should include regular and code required inspections, maintenance recommended by the manufacturer, and emergency service as necessary.

The elevators and escalators shall be considered to be performing adequately when the following criteria are met or exceeded:

- The elevators and escalators are maintained in operable condition

- The elevators and escalators allow for quick and efficient entrance and exit from the facility
- The elevators and escalators contribute to the overall positive performance of the facility

In addition to the inspections and on-going maintenance and repairs, particular care should be given to frequent and regular cleaning of the elevator/escalator components.

## *2.7 Fire Protection System*

The fire protection system consists of fire alarms (i.e. smoke detectors, visual notification devices, etc.) and fire suppression (i.e. sprinklers, fire extinguishers). The purpose of this system is to detect, notify, and protect the garage users and fire department in the event of a fire.

It is recommended that fire protection system be regularly inspected for proper operation, damage, and code compliance. In addition to on-going general operation inspections by in-house maintenance personnel described in Chapter 5, the fire protection components should be routinely inspected by qualified personnel as required by the local, state, and federal regulations. Based on these inspections, an itemized list of capital expenditures for the current and subsequent years can be developed and budgeted for.

The fire protection system shall be considered to be performing adequately when the following criteria are met or exceeded:

- The fire protection system detects a fire in the facility
- The fire protection system notifies both the users of the facility and the fire department in the event a fire is detected
- The fire protection system minimizes damage to the facility in the event of a fire

### *Fire Alarms*

Fire alarms consist of smoke and heat detectors and audio and visual notification devices (i.e. strobes and horns). The detectors and notification devices should be connected to a fire alarm panel with the ability to notify both the garage users and fire department if a fire is detected. It is imperative that all components of the fire alarm be in an operable condition at all times.

The fire alarm system components should be regularly inspected and tested per all applicable local, state, and building codes and as detailed in Chapter 5. Proper and on-going maintenance of the components should be performed according to the manufacturer's recommendations. All defective or damaged components should be repaired or replaced in a timely manner in accordance with building code requirements and manufacturer's recommendations. It is recommended that a stock of replacement detectors, strobes, horns, wires, etc. is maintained to allow for efficient repairs to defective or damaged components. Qualified personnel should perform all repairs and may include licensed electricians and certified technicians.

## *Fire Suppression*

Fire suppression components typically consist of a fire pump, standpipes, fire sprinklers, and fire extinguishers. The objective of a fire suppression system is to provide a safe environment for garage users and to minimize facility damage in the event of a fire. Therefore, it is imperative that the fire suppression components be properly maintained, repaired, and replaced prior to failure.

Similar to the fire alarm, the fire suppression components should be regularly inspected and tested per all applicable local, state, and building codes and as detailed in Chapter 5. Proper and on-going maintenance of the components should be performed according to the manufacturer's recommendations, and defective or damaged components should be repaired or replaced in a timely manner in accordance with building code requirements and manufacturer's recommendations. It is recommended that a stock of replacement sprinkler heads, fire extinguisher, etc. is maintained to allow for efficient repairs to defective or damaged components. Qualified personnel should perform all repairs and may include licensed electricians and certified technicians.

In addition to the inspections, periodic reviews should be performed to ensure the proper fire suppression components are present in the garage.

## *2.8 Plumbing System*

The plumbing system consists of storm water drainage (i.e. drains and associated piping), sump pumps, and plumbing fixtures. All plumbing components should be regularly inspected for deterioration due to damage, leakage, wear, and obsolescence. Chapter 5 provides recommendations for the inspection frequency of the different plumbing components. This survey can be performed by maintenance personnel familiar with the facility, supplemented by walk-through inspections by a qualified engineer on a yearly or as-needed basis. Based on these inspections, an itemized list of capital expenditures for the current and subsequent years can be developed and budgeted for.

The plumbing system shall be considered to be performing adequately when the following criteria are met or exceeded:

- Proper drainage is provided from all areas of the facility
- Plumbing components are free of leaks
- Plumbing components are and operating properly and safely

## *Storm Water Drainage*

Storm water drainage mainly consists of floor drains, trench drains, and drainage piping. Neglecting frequent inspections of the storm water drainage may have adverse effects of the garage. Floor and trench drains should be cleaned at least once a month to ensure they are free flowing to prevent ponding around the drains. Sediment baskets should be utilized to prevent

pipes from clogging, and drains at the lowest floor may have backwater valves which should be checked for operation.

Drainage piping, sleeves, and hangers should be regularly inspected for corrosion, damage, or signs of leakage. Minor areas of corrosion should be properly cleaned and protected. If the corrosion has significantly deteriorated the piping, sections of pipe may need to be removed and replaced. Damaged piping should also be removed and replaced in a timely manner.

### *Sump Pumps*

Sump pumps are typically utilized in garages to remove water from below grade areas containing electrical or mechanical equipment. It is imperative that all scheduled maintenance be performed per the manufacturer's recommendations to ensure the continual operation of the sumps. In addition, all deterioration or damage observed during inspections should be repaired in a timely manner. Improper maintenance practices or untimely repairs can lead to breakdowns of the pumps and potential costly damage to electrical or mechanical equipment.

### *Plumbing Fixtures*

Some of garages have plumbing fixtures, such as toilets and sinks, which must also be inspected regularly. Signs of water leakage should be addressed immediately, and any damage to the fixtures should be repaired in a timely manner. Fixtures should also be cleaned on a daily basis.

## *2.9 Heating, Ventilation, and Cooling (HVAC) Systems*

The HVAC consists of heating, cooling, and ventilation equipment and the associated ductwork, control, dampers, pumps, and piping. All mechanical components should be regularly inspected for deterioration due to damage, wear, and obsolescence and should be properly maintained and serviced. Chapter 5 provides recommendations for the inspection frequency of the different mechanical components. Inspections, maintenance, and service should be performed by qualified personnel, such as mechanical engineers or certified technicians. Based on these inspections, an itemized list of capital expenditures for the current and subsequent years can be developed.

The mechanical system shall be considered to be performing adequately when the following criteria are met or exceeded:

- The mechanical system is providing a safe environment for garage users.
- The mechanical system is adequately heating and cooling the areas intended to be heated or cooled.
- The mechanical system is adequately ventilating all areas of the garage, including the proper removal of carbon monoxide from enclosed garages.

Service or maintenance manuals for all equipment should be followed for the proper on-going maintenance action. All required servicing should be performed as scheduled and per the manufacturer's requirements. This includes general lubrication of moving parts, replacement of



worn belts or pulleys, filter replacement, etc. A stock of common replacement parts is recommended to expedite maintenance procedures.

Heating and cooling systems should be tested before seasonal temperature changes to ensure they are operating properly before they are required. In addition, HVAC ductwork should be regularly inspected for damage, wear, and air leakage and be repaired in a timely manner.

If in use, carbon monoxide detectors should be regularly inspected and tested. In addition, the area covered by each detector should be in compliance with the applicable building codes and manufacturer's recommendations. Repairs and/or modifications to the sensors should be performed as necessary based on the results of the inspections and testing.

As the HVAC systems age, their performance and efficiency will begin to fade and breakdowns may occur more often. As the HVAC equipment nears the end of its service life, consideration should be given to the replacement or upgrade of the systems to more efficient and current technology. Depending on the size, use, and exposure conditions, HVAC equipment has a typical useful service life of between 20 and 30 years.

## *2.10 Electrical System*

The electrical system consists of the electrical distribution and lighting fixtures. All electrical components should be regularly inspected for deterioration due to damage, wear, and obsolescence. Chapter 5 provides recommendations for the inspection frequency of the different electrical components. In addition to on-going general operation inspections by in-house maintenance personnel described in Chapter 5, an annual maintenance contract with an electrical firm is strongly recommended. Based on these inspections, an itemized list of capital expenditures for the current and subsequent years can be developed and budgeted for.

The electrical shall be considered to be performing adequately when the following criteria are met or exceeded:

- The electrical system provides a safe environment for garage users.
- The electrical system provides an adequate power source to all areas of the facility.
- Proper lighting levels are provided in all areas of the facility.

### *Electrical Distribution*

A detailed annual inspection of the electrical distribution is recommended and on-going maintenance and minor repairs should be included in a maintenance contract with a reputable electrical firm. Any damage, corrosion, or wear of the distribution panels or components should be repaired or replaced.

Outlets should be periodically tested to ensure they are properly working and with cover plates attached. If a back-up power supply or emergency generator is present in the facility, periodic testing and maintenance of the equipment should be performed per the manufacturer's recommendations to ensure the reliability of the power source.

Electrical conduit should be regularly inspected, cleaned, and protected as required. Damaged conduit, conduit that is not well supported, or shows exposed wiring should be replaced and properly supported. It is recommended that replacement conduit and wiring be kept in stock to expedite replacement.

### *Lighting Fixtures*

Adequate lighting is required in all areas of the garage to allow for proper operation of the facility and safe and secure movement of vehicles and pedestrians. Lamps should be replaced regularly, either when identified during inspections or during scheduled replacement based on anticipated lamp life. It is recommended that replacement lamps and ballasts be kept in stock to expedite replacement.

Efficiency lighting controls, such as timers and photocells, should be checked routinely and maintained as required. In addition, timers may have to be reset occasionally to account for seasonal changes in dark hours. If lighting controls are not used in the facility, consideration should be given to their installation in an effort to conserve on electricity use.

Pedestrian exit lighting fixtures and emergency lighting fixtures should be visually inspected on a regular basis to ensure proper operation. Emergency lighting battery packs should be tested periodically and will need to be replaced per the manufacturer's recommendations or after extended use during a power loss.

Damage noted to any lighting fixtures should be repaired in a timely manner. All work should be performed per the manufacturer's recommendations and by qualified personnel, such as electrical engineers and certified technicians.

### *2.11 Parking Control Equipment*

Parking control equipment consists of gates, entry stations, fee computers, controllers, detector loops, exit verifiers, pay on foot machines and card readers. All parking control equipment should be regularly inspected for proper operation and deterioration due to damage, wear, and obsolescence. Chapter 5 provides recommendations for the inspection frequency of the parking control equipment components. In addition to general operation inspections by in-house personnel, a service contract with an authorized parking equipment supplier is strongly recommended. The service contract should include regular inspections, preventative maintenance, and emergency repairs as necessary. Consideration should also be given to providing training to in-house staff to deal with limited maintenance issues and emergency situations.

The parking control equipment shall be considered to be performing adequately when the following criteria are met or exceeded:

- Parking control equipment is operating within the manufacturer's guidelines and specifications.
- Garage users can enter and exit the parking facility without difficulty.

- Breakdowns in the parking control equipment are minimal and addressed in a timely manner when they do occur.

It is strongly encouraged that copies of the operation and service manuals for the equipment be kept on hand for easy access. Key garage personnel should be familiar with the location of the manuals and be properly trained to address breakdowns as they occur. In addition, it is desirable to establish a log of maintenance and service work performed for each piece of equipment.

Prior to the start of the Concession Term, the Concessionaire must have a preventative maintenance schedule and practices for a minimum of the first three (3) years of the Concession Agreement. Having a preventative maintenance schedule in place prior to the beginning of the lease, will ensure a smooth transition and will further decrease the likelihood of equipment malfunction during the start of the Concession. Preventative maintenance should be performed by a qualified technician. This includes detailed inspections of the components, lubrication, adjustments as necessary, and cleaning. Reports of each inspection should be provided and deficiencies should be noted.

Any deterioration to the parking control equipment should be addressed in a way that ensures the continuous operation of the Facility during normal operating hours. Minor repairs or complete replacement of the equipment may be necessary, depending on the type and extent of deterioration observed.

## *2.12 Security Systems*

The security system consists of the audio monitoring, call for assistance buttons, and closed circuit television/cameras. Chapter 5 provides recommendations for the inspection frequency of the security system components. Based on these inspections, an itemized list of capital expenditures for the current and subsequent years can be developed and budgeted for.

The security system shall be considered to be performing adequately when the following criteria are met or exceeded:

- All security components are operational and maintained.
- The security system covers all critical areas of the garage.

Similar to the parking control equipment, a service contract with the manufacturer or their registered service representative is strongly recommended in addition to the general inspections performed by in-house personnel. To ensure the continuous operation of the security system, the Concessionaire must provide a preventative maintenance schedule and protocols for a minimum of the first three (3) years of the Concession Agreement. Additionally, it is recommended that consideration be given to providing training to in-house staff to deal with limited maintenance issues and emergency situations. Any deficiency should be corrected immediately.

Copies of the operation and service manuals for all equipment in the facility should be kept on hand for easy access. It is desirable that a log of maintenance and service work done on each piece of equipment is established and maintained.

### *2.13 Landscaping*

Landscaping features of a parking garage can either enhance its appearance when well maintained or be an eyesore if maintenance is neglected. Daily removal of trash from landscaped areas is necessary to maintain a pleasing appearance.

On-going landscaping should be performed either by in-house maintenance personnel or under an annual contract with a landscaping contractor. Typical landscaping includes mowing, fertilizing, weed removal, trimming, etc., with the extent dependent on the type of planting at the facility and the time of year. Judicious landscaping will reduce hiding spaces and increase the overall security of the facility.

## 3.0 SURFACE LOTS GENERAL INFORMATION

### *3.1 Facility Information*

In January of 2010, DESMAN performed a physical due diligence review and evaluation of the City of Pittsburgh Parking Lots. A brief description of each of the lots is listed in **Table 1**. **Table 1** lists the address, equipment type, hours of enforcement, time limits and inventory for each surface lot.

Table 1 – Surface Lot Information

Lot Name	Address	Equipment Type	Hours of Enforcement	Time Restriction	Inventory
Ivy & Bellefonte	726 Ivy Street	Multi-space Meters	7AM - 11PM	4 hours	74
Forbes & Murray	5801 Forbes Avenue	Multi-space Meters	7AM - 11PM	4 hours	72
Forbes & Shady	1648 Shady Avenue	Multi-space Meters	7AM - 11PM	4 hours	59
JCC & Forbes	5738 Forbes Avenue	Single Space Meters	M-F: 5:45AM-11PM, Sat: 10AM-11PM, Sun. 7AM - 11PM	4 hours	72
Tamello & Beatty	135 Tamello Street	Single Space Meters	7AM - 11PM	4 hours	76
Eva & Beatty	120 S. Beatty Street	Multi-space Meters	7AM - 11PM	4 hours	130
Ansley & Beatty	121 Beatty Street	Single Space Meters	7AM - 11PM	4 hours	23
Beacon & Bartlett	5737 Beacon Street	Multi-space Meters	7AM - 11PM	4 hours	69
Observatory Hill	3901 Perrysville Ave	Single Space Meters	7AM - 11PM	4 hours	23
20th & Sidney	20th & Sidney	Multi-space Meters	7AM - 11PM	4 hours	80
Penn Circle N.W.	5900 Penn Circle North	Single Space Meters	7AM - 11PM	4 hours / Monthly Permit	125
Sidney Lot	18th & Sidney	Multi-space Meters	7AM - 11PM	4 hours	45
Harvard & Beatty	5910 Harvard Street	Single Space Meters	7AM - 11PM	4 hours	61
42nd & Butler	4200 Butler Street	Single Space Meters	7AM - 11PM	4 hours	22
Sheridan & Kirkwood	6117 Kirkwood Street	Multi-space Meters	7AM - 11PM	4 hours	114
Sheridan & Harvard	6226 Harvard Street	Single Space Meters	7AM - 11PM	4 hours	41
Brookline Avenue	916 Brookline Blvd	Single Space Meters	7AM - 11PM	4 hours	28
East Ohio Street	529 Foreland Ave	Single Space Meters	7AM - 11PM	4 hours	88
Beechview Avenue	1541 Beechview Ave	Single Space Meters	7AM - 11PM	4 hours	17
Homewood & Zenith	Kelly & Zenith Rd	Single Space Meters	7AM - 11PM	4 hours	24
Friendship & Cedarville	203-233 Cedarville	Multi-space Meters	7AM - 11PM	4 hours	90
19th & Carson Street	1916 Carson Street	Multi-space Meters	7AM - 11PM	4 hours	27
Douglas & Phillips	5819 Phillips Avenue	Single Space Meters	7AM - 11PM	4 hours	45
Main & Alexander	431 Main Street	Single Space Meters	7AM - 11PM	4 hours	29
Brownsville & Sankey	2702 Brownsville Rd	Single Space Meters	7AM - 11PM	10 hours	80
Asteroid & Warrington	65 Asteroid Way	Single Space Meters	7AM - 11PM	4 hours / 15 min (2)	13
Taylor Street	Taylor St & Corday Way	Multi-space Meters	7AM - 11PM	4 hours	26
Walter & Warrington	Walter & Warrington Ave	Single Space Meters	7AM - 11PM	4 hours	15
12th & East Carson	1217 Carson Street	Multi-space Meters	7AM - 11PM	4 hours	35
Shiloh Parking Plaza	118 Virginia Ave	Single Space Meters	7AM - 11PM	4 hours	73
18th & Carson Street	1800 East Carson Street	Multi-space Meters	7AM - 11PM	4 hours	41
Butler Street Plaza	5224 Butler Street	Multi-space Meters	7AM - 11PM	4 hours	12

DESMAN Associates

## 4.0 Recommended Surface Lot Maintenance Program

### 4.1 *Overview*

The recommended maintenance program includes period inspections, capital improvements, and routine/operation maintenance to each of following systems:

- General Cleaning
- Pavement/Structural/Waterproofing Systems
- Architectural Components
- Storm Drainage System
- Electrical System
- Parking Control Equipment
- Security Systems
- Landscaping

The following sections further detail the recommended actions to maximize each system's performance and service life.

### 4.2 *General Cleaning*

A cleaning program should be established for each facility that directs personnel to perform the required cleaning tasks on a regular basis.

In part, the suggested frequencies of cleaning are based upon the concept that users have a lower tendency to litter a clean, neat environment than an environment which is already messy. A clean, well kept lot promotes a good reputation and invites users to return to the facility.

One of the most frequently overlooked aspects of lot maintenance is proper pavement cleaning. It is recommended that all pavements be swept on a monthly basis. Sweeping can be done either locally with hand brooms or mechanized sweepers designed for street or parking garage use. Between sweepings it is recommended that litter be picked up from general parking areas and trash cans are emptied daily.

In addition to sweeping, a semi-annual wash down, or power-washing, of the pavements with a high volume, low pressure water hose is recommended. In high traffic areas, such as entrance lanes and main driving aisles, more frequent power-washing may be desirable. During power-washing operations, grease and oil drippings from vehicles that build up in parking stalls and entrance and exit lanes should be removed with degreasers, such as an industrial detergent. Before and after washing the lots, storm drains should be checked to see that they are functioning properly.

### 4.3 Pavements/Structural/Waterproofing Systems

#### *Asphalt pavement*

The lot pavement system typically represents the largest component of the site improvement and initial construction investment. Protection of that investment requires an on-going program of regular inspection, repairs, and preventative maintenance. Deferred repairs and maintenance can lead to accelerated deterioration, resulting in more costly repairs and greater disruption to the operations of the lot.

The asphalt pavement system should be regularly inspected for deterioration due to cracking, water ponding, poor sub-grade drainage, weather, wear, vehicular damage, and any other deterioration mechanisms. Chapter 5 provides recommendations for the inspection frequency of the pavement. During the inspections, the location and extent of conditions which could cause, or have already caused deterioration should be noted. Items to be looked for include:

- General condition of the asphalt surface, including locations of surface scaling (loss of aggregate at surface) rutting or shoving. Areas of asphalt deterioration should be identified for short term or long term repair or replacement. Replacement of the surface and, if necessary, the base course will depend on its condition.
- Extent and pattern of cracking in the asphalt pavement. Cracks should be addressed by routing and sealing the cracks and filling with a hot, rubberized joint sealer.
- Areas exhibiting water ponding or evidence of ‘pumping’ of moisture from the sub grade. Replacement of the surface and base courses and, if necessary, the granular sub base or drainage layer will depend on its condition.

To address potential liability issues, any potential tripping hazards noted in the pavements should be filled immediately, even if only on a temporary basis until proper repairs can be performed.

The proper repair of pavement cracking consists of routing the crack prior to filling with sealant. Simply ‘pouring’ a sealant material or squeegee or brooming an extra coat of asphalt sealer over cracks is not a proper approach.

#### *Concrete*

In most lots, the extent of concrete is limited to curbed islands, light pole bases and curb cut driveway approaches in the public way. Concrete surfaces should be reviewed for extent of cracking, spalling, curling or settlement and water ponding in vicinity of curbing. Though occurring on rare occasions, there are instances where the sidewalk area could be a vaulted sidewalk if a building formerly occupied the lot area or it is possible that an underground storm detention tank or vaulted area could exist within a portion of the lot area. It is always advisable to verify if any of these conditions exist.

#### *Structural Steel*

Structural steel in lots is generally limited to stairs to access roads above or below the lots, guardrails, and bollards. All structural steel components should be regularly inspected for the

onset of corrosion. New lots should feature galvanized steel since they are usually exposed to the elements. When corrosion is observed, the steel component should be cleaned and the painting or protective coating should be touched-up. If heavy corrosion or significant deterioration of the structural steel elements is observed, a qualified structural engineer should be consulted.

Metal guardrails are also subject to damage from impact. It is recommended that guardrails be checked regularly to verify that they are rigid, not damaged, and can serve their intended purpose as a crash barrier.

As preventative maintenance, complete re-painting or re-coating of exposed structural steel elements should be performed at regular intervals.

### *Foundation Walls*

In isolated locations, some lots may contain below-grade walls due to significant elevation differences. Small cracks in the foundation walls can develop due to shrinkage cracks at 5 to 10 foot intervals and water from the saturated soils retained by the foundation walls may begin to leak through the cracks. During the periodic inspections, foundation walls should be reviewed to determine locations of leaking foundation wall cracks.

Leaking foundation wall cracks should be addressed in a timely manner to minimize water infiltration into the walls and reduce subsequent corrosion-related damage. Often times, leaking foundation wall cracks may be sealed from the inside using a quick-setting or pressure injected grouts. If injecting the crack from the interior does not properly address the water infiltration, additional repair options include the injection of bentonite, finely divided clay which swells considerably when wetted, into the soil adjacent to the leak or excavating the retained soil and repairing the leaks from the exterior face of the wall. Consultation with a qualified engineer is recommended to determine the proper repairs.

### *Waterproofing Systems*

In the event a storm detention vault or tank exists on the lot, its top surface may or may not be protected with either an exposed or buried waterproofing membrane system. This system is designed to protect the top surface of the tank or vault slab from corrosion related deterioration. The existence of any such areas should be verified and a professional engineer consulted on how to best protect and monitor the service condition of the membrane. The establishment of deterioration mechanisms in vault or tank slabs can have significant cost implications should they need to be repaired in future years. Often, that portion of a lot containing a storm detention vault or tank may be separated by height restriction devices in order to keep very heavy vehicles from driving over these areas and overloading the structure below.

## *4.4 Architectural Components*

Architectural components include cashier booths or trailers, fencing, striping, and signage. All architectural components should be regularly inspected for deterioration due to weather, wear, damage, age, etc. Chapter 5 provides recommendations for the inspection frequency of the



different architectural components. This survey can be performed by maintenance personnel familiar with the facility, supplemented by walk-through inspections by a qualified engineer or architect on a yearly or as-needed basis. Based on these inspections, an itemized list of capital expenditures for the current and subsequent years can be developed and budgeted for.

The architectural components shall be considered to be performing adequately when the following criteria are met or exceeded:

- Components remain in a safe and operable condition
- Components contribute to a smooth operation of the lot
- Components contribute to a safe and positive parking experience

Metal handrails are also subject to damage from impact. It is recommended that handrails be checked regularly to verify that they are rigid, not damaged, and can serve their intended purpose as pedestrian traffic guidance or fall protection.

### *Painting*

Painting enhances the overall appearance of a component, while also providing protection from water infiltration and/or corrosion. Painted surfaces should be inspected as detailed Chapter 5 to determine their condition. Small rust spots or areas of paint deterioration should be cleaned and touched up each year. Complete repainting should be performed as required by the element, type of paint, and the exposure conditions. Most painted surfaces in lots will need repainting at intervals in the 3 to 7 year range.

The face of concrete curbs, if painted, should be done semi-annually to minimize potential tripping hazards.

### *Striping*

Striping is essential to maintain the safe and orderly movement of vehicles and pedestrians, while ensuring smooth operation of the facility. Therefore, directional and informational lot striping should be inspected regularly and kept in good condition, and pedestrian walkways should be properly striped, signed, and well lit.

Re-striping should be performed whenever striping begins to fade or is deteriorated. Localized areas of re-striping, particularly at entrance, exits, and heavy traffic areas, can be expected on a regular basis. Re-striping of a lot as a whole can be anticipated every 2 to 3 years, depending on the amount of use and weather exposure.

### *Signage*

Properly installed and maintained signage ensures that regulatory, warning, guide, informational, and advisory information is relayed to the lot users. The signage at a facility plays an important role in directing and informing the users of the traffic flow, while ensuring the safe and orderly movement of vehicles and pedestrians.

All signage should be regularly inspected and kept clean and easily read. Any deterioration to signage painting, coating, and facing materials should be promptly repaired and any illuminated signs or lighting damaged near signage should be replaced in a timely manner.

#### *4.5 Storm Drainage System*

Storm water drainage mainly consists of area drains, trench drains, and drainage piping. Neglecting frequent inspections of the storm water drainage may have adverse effects on the lot.

Chapter 5 provides recommendations for the inspection frequency of the different drainage components. This survey can be performed by maintenance personnel familiar with the facility, supplemented by walk-through inspections by a qualified engineer on a yearly or as-needed basis. Based on these inspections, an itemized list of capital expenditures for the current and subsequent years can be developed and budgeted for.

The drainage system shall be considered to be performing adequately when the following criteria are met or exceeded:

- Proper drainage is provided from all areas of the facility

#### *4.6 Electrical System*

The electrical system typically consists of pole mounted lighting fixtures. All electrical components should be regularly inspected for deterioration due to damage, wear, and obsolescence. Chapter 5 provides recommendations for the inspection frequency of the electrical components. In addition to on-going general operation inspections by in-house maintenance personnel described in Chapter 5, an annual maintenance contract with an electrical firm is strongly recommended. Based on these inspections, an itemized list of capital expenditures for the current and subsequent years can be developed and budgeted for.

The electrical shall be considered to be performing adequately when the following criteria are met or exceeded:

- The electrical system provides a safe environment for facility users.
- Proper lighting levels are provided in all areas of the facility.

Electrical conduit should be regularly inspected, cleaned, and protected as required. Damaged conduit, conduit that is not well supported, or shows exposed wiring should be replaced and properly supported. It is recommended that replacement conduit and wiring be kept in stock to expedite replacement.

#### *Lighting Fixtures*

Adequate lighting is required in all areas of the lot to allow for proper operation of the facility and safe and secure movement of vehicles and pedestrians. Lamps should be replaced regularly, either when identified during inspections or during scheduled replacement based on anticipated

lamp life. It is recommended that replacement lamps and ballasts be kept in stock to expedite replacement.

Efficiency lighting controls, such as timers and photocells, should be checked routinely and maintained as required. In addition, timers may have to be reset occasionally to account for seasonal changes in dark hours. If lighting controls are not used in the facility, consideration should be given to their installation in an effort to conserve on electricity use.

Damage noted to any lighting fixtures should be repaired in a timely manner. All work should be performed per the manufacturer's recommendations and by qualified personnel, such as electrical engineers and certified technicians.

#### *4.7 Parking Control Equipment*

Parking control equipment consists of gates, entry stations, fee computers, controllers, detector loops, exit verifiers, pay on foot machines and card readers. All parking control equipment should be regularly inspected for proper operation and deterioration due to damage, wear, and obsolescence. Chapter 5 provides recommendations for the inspection frequency of the parking control equipment components. In addition to general operation inspections by in-house personnel, a service contract with an authorized parking equipment supplier is strongly recommended. The service contract should include regular inspections, preventative maintenance, and emergency repairs as necessary. Consideration should also be given to providing training to in-house staff to deal with limited maintenance issues and emergency situations.

The parking control equipment shall be considered to be performing adequately when the following criteria are met or exceeded:

- Parking control equipment is operating within the manufacturer's guidelines and specifications.
- Lot users can enter and exit the parking facility without difficulty.
- Breakdowns in the parking control equipment are minimal and addressed in a timely manner when they do occur.

It is strongly encouraged that copies of the operation and service manuals for the equipment be kept on hand for easy access. Key personnel should be familiar with the location of the manuals and be properly trained to address breakdowns as they occur. In addition, it is desirable to establish a log of maintenance and service work performed for each piece of equipment.

Prior to the start of the lease agreement, the Concessionaire must have a revenue equipment preventative maintenance schedule and practices for a minimum of the first three (3) years of the Concession Agreement. Having a preventative maintenance schedule in place prior to the beginning of the lease, will ensure a smooth transition and will further decrease the likelihood of equipment malfunction during the start of the Concession. Preventative maintenance should be performed by a qualified technician. This includes detailed inspections of the components,

lubrication, adjustments as necessary, and cleaning. Reports of each inspection should be provided and deficiencies should be noted.

Any deterioration to the parking control equipment should be addressed in a way that ensures the continuous operation of the surface lots during normal operating hours. Minor repairs or complete replacement of the equipment may be necessary, depending on the type and extent of deterioration observed. If replacement equipment is installed, compatibility with the existing equipment must be verified prior to installation.

#### *4.8 Security Systems*

The security system consists of the audio monitoring, call for assistance buttons, and closed circuit television/cameras. Chapter 5 provides recommendations for the inspection frequency of the security system components. Based on these inspections, an itemized list of capital expenditures for the current and subsequent years can be developed and budgeted for.

The security system shall be considered to be performing adequately when the following criteria are met or exceeded:

- All security components are operational and maintained.
- The security system covers all critical areas of the lot.

Similar to the parking control equipment, a service contract with the manufacturer or their registered service representative is strongly recommended in addition to the general inspections performed by in-house personnel. To ensure the continuous operation of the security system, the Concessionaire must provide a preventative maintenance schedule and protocols for a minimum of the first three (3) years of the Concession Agreement. Additionally, it is recommended that consideration be given to providing training to in-house staff to deal with limited maintenance issues and emergency situations. Any deficiency should be corrected immediately.

Copies of the operation and service manuals for all equipment in the facility should be kept on hand for easy access. It is desirable that a log of maintenance and service work done on each piece of equipment is established and maintained.

#### *4.9 Landscaping*

Daily removal of trash from landscaped areas is necessary to maintain a pleasing appearance.

On-going landscaping should be performed either by in-house maintenance personnel or under an annual contract with a landscaping contractor. Typical landscaping includes mowing, fertilizing, weed removal, trimming, etc., with the extent dependent on the type of planting at the facility and the time of year. Judicious landscaping will reduce hiding spaces and increase the overall security of the facility.

## 5.0 PERIODIC STRUCTURE AND SURFACE LOT INSPECTION SCHEDULE

### 5.1 *Structure and Surface Lot Inspection*

Regular inspection of the various systems and components within each of the facilities is essential to determining the necessary repairs in the current and coming years. However, different systems and components should be inspected at different intervals. The recommended inspection intervals for the various systems and component are provided in **Table 2**. The following notes apply to **Table 2**:

- **Table 2 parts a - b** applies to structures only while **Table 2 part c** applies to both structures and surface lots. **It is likely that not all systems or components will be present or applicable for each garage and lot, so the inspection schedule should be customized for each garage and lot for it to be meaningful. A separate schedule should be developed for each of the included structures and lots on a monthly basis, and prominently displayed in the particular maintenance or parking management office where it can be viewed by all appropriate personnel. These maintenance schedules must be approved by the Government Parties.**
- A management control system should be used to verify that the inspections and maintenance are being performed as scheduled and are effective.
- Records of all inspections, preventative maintenance, and repairs performed should be kept and maintained.
- If significant deficiencies are noted, a qualified engineer should be consulted to review the deficiencies and recommend remedial action.
- The preventative maintenance and detailed inspections of specialty equipment such as parking control equipment, elevators and escalators should be included in a service contract. This will ensure all work on the equipment is performed by qualified and/or trained personnel with proper parts and will maintain warranties and maximize the service life.

<b>Table 2a. Periodic Inspection Schedule</b>		
<b>General Cleaning</b>		
<b>Component</b>	<b>Task to be Performed</b>	<b>Minimum Frequency</b>
General	Pick-Up Litter and Empty Garbage Cans	Daily
Floors - High Traffic Pedestrian Areas	Sweep/Vacuum/Mop (Lobbies, Restrooms, Offices, etc.)	Daily
Floors - General Parking Areas	Sweep	Weekly
Floors - General Parking Areas	De-Grease and Power Wash Clean	Semi-Annually
Restrooms	General Cleaning of Fixtures, Mirrors, etc.	Daily
Stairs	Sweep, Remove Litter, Clean Handrails & Walls	Weekly or As Necessary
Windows - General	General Cleaning	Monthly to Quarterly
Windows - Cashier Booths	General Cleaning	Weekly or as Necessary
Walls - Restrooms, Lobbies, etc	General Cleaning	Weekly
<b>Structural System</b>		
<b>Component</b>	<b>Task to be Performed</b>	<b>Minimum Frequency</b>
All Structural System Components	In-House Maintenance Personnel Walk-Through Observation	Quarterly
Floor Slabs	Visual Inspection and Sounding/Testing As Necessary by Engineer	Yearly or As Necessary
Beams	Visual Inspection and Sounding/Testing As Necessary by Engineer	Yearly or As Necessary
Columns	Visual Inspection and Sounding/Testing As Necessary by Engineer	Yearly or As Necessary
Walls	Visual Inspection and Sounding/Testing As Necessary by Engineer	Yearly or As Necessary
Structural Steel	Visual Inspection and Sounding/Testing As Necessary by Engineer	Yearly or As Necessary
<b>Waterproofing System</b>		
<b>Component</b>	<b>Task to be Performed</b>	<b>Minimum Frequency</b>
All Waterproofing System Components	In-House Maintenance Personnel Walk-Through Observation	Quarterly
Waterproofing Membrane	Visual Inspection and Sounding As Necessary by Engineer	Yearly or As Necessary
Sealants and Caulking	Visual Inspection by Engineer	Yearly or As Necessary
Expansion Joints	Visual Inspection by Engineer	Yearly or As Necessary
Foundation Walls	Visual Inspection for Water Leakage by Engineer	Yearly or As Necessary
<b>Architectural Components</b>		
<b>Component</b>	<b>Task to be Performed</b>	<b>Minimum Frequency</b>
All Architectural Components	Complete/Update Inventory	Yearly
	In-House Maintenance Personnel Walk-Through Observation	Monthly
Walls and Wall Finishes	Detailed Visual Inspection	Yearly
Ceilings Finishes	Detailed Visual Inspection	Yearly
Floors Finishes	Detailed Visual Inspection	Yearly
Windows	General Operation Check	Weekly
	Detailed Visual and Operational Inspection	Weekly
Doors and Hardware	General Operation Check	Daily
	Adjust and Lubricate	Monthly or As Required
Stairs	Detailed Visual and Operational Inspection	Monthly
	General Condition and Safety Check	Weekly
Painting	Visual Inspection and Sounding/Testing As Necessary	Yearly
	General Visual Observation	Monthly
Striping	Detailed Visual Inspection	Yearly
	General Visual Observation	Quarterly
Signage	Detailed Visual Inspection	Yearly
	General Visual Observation	Monthly
<b>Elevators and Escalators</b>		
<b>Component</b>	<b>Task to be Performed</b>	<b>Minimum Frequency</b>
Elevators and Escalators	Complete/Update Inventory	Yearly
Elevators	General Operation, Condition, and Safety Check	Daily
	General Cleaning and Trash pick-up of Cabs, Sills, etc	Daily
	Detailed Operation, Condition, and Safety Inspection and Testing	Per Manufacturer's Guidelines
	Preventative Maintenance - Clean, Lube, Adjust, etc.	Per Manufacturer's Guidelines
Escalators	General Operation, Condition, and Safety Check	Daily
	General Cleaning of Handrails, Walls, etc	Daily
	Detailed Operation, Condition, and Safety Inspection and Testing	Per Manufacturer's Guidelines
	Preventative Maintenance - Clean, Lube, Adjust, etc.	Per Manufacturer's Guidelines

**Table 2b. Periodic Inspection Schedule**

<b>Fire Protection System</b>		
<b>Component</b>	<b>Task to be Performed</b>	<b>Minimum Frequency</b>
Fire Protection Components	Complete/Update Inventory	Yearly
Fire Alarm (Heat & Smoke Detectors, Audio & Visual Notification Devices)	General Condition Inspection	Weekly
	General Operation Inspection	Weekly
	System Test and Certification	Per Code
	General Condition/Operation Inspection for Leaks, Corrosion, etc.	Monthly
Sprinkler System	Drain Sprinkler Lines and Standpipes	Per Code
	Detailed Condition/Operation Inspection and Testing	Per Code
	Verify Extinguishers are Present and Charged at Marked Locations	Monthly
Fire Extinguishers	Detailed Inspection and Certification	Per Code
	General Condition Inspection	Monthly
Fire Doors	General Operation Inspection	Weekly
	Detailed Condition/Operation Inspection and Testing	Per Code
	General Condition/Operation Inspection for Leaks, Oil Levels, Noise, etc.	Weekly
Pumps	Detailed Condition/Operation Inspection and Testing	Per Manufacturer's Guidelines
	Preventative Maintenance - Clean, Lube, Adjust, etc.	Per Manufacturer's Guidelines
	General Condition/Operation Inspection for Leaks, Oil Levels, Noise, etc.	Weekly
Air Compressor	Detailed Condition/Operation Inspection and Testing	Per Manufacturer's Guidelines
	Preventative Maintenance - Clean, Lube, Adjust, etc.	Per Manufacturer's Guidelines
	General Condition/Operation Inspection for Leaks, Oil Levels, Noise, etc.	Weekly
<b>Plumbing System</b>		
<b>Component</b>	<b>Task to be Performed</b>	<b>Minimum Frequency</b>
Plumbing Components	Complete/Update Inventory	Yearly
Service Water	General Condition Observation	Weekly
	Cross Flow Prevention Device Test and Certificate	Per Code
Fixtures	General Condition/Operation Observation	Daily
	General Cleaning of Restroom Fixtures	Daily
Drains and Piping	General Condition Observation for Leaks, Corrosion, Cracking, etc.	Monthly
	Inspect for Damaged or Missing Insulation or Pipe/Valve Labels	Monthly
	Clean/Rod Out Drains	Monthly
	Evacuate Triple Basins and Ejector Pump Pit	Monthly
Pumps	General Condition/Operation Inspection for Leaks, Oil Levels, Noise, etc.	Weekly
	Detailed Condition/Operation Inspection and Testing	Per Manufacturer's Guidelines
	Preventative Maintenance - Clean, Lube, Adjust, etc.	Per Manufacturer's Guidelines
<b>Heating, Ventilation, and Air-Conditioning (HVAC) System</b>		
<b>Component</b>	<b>Task to be Performed</b>	<b>Minimum Frequency</b>
HVAC Components	Complete/Update Inventory	Yearly
Ventilation Fans	General Condition/Operation Inspection	Weekly
	Detailed Condition/Operation Inspection and Testing	Per Manufacturer's Guidelines
	Preventative Maintenance - Clean, Lube, Adjust, Drive Belts, etc.	Per Manufacturer's Guidelines
Carbon Monoxide Detectors	General Condition/Operation Inspection	Weekly
	Detailed Condition/Operation Inspection and Testing	Per Manufacturer's Guidelines
Heating and Cooling Equipment	General Condition/Operation Inspection	Weekly
	Check/Adjust Thermostat for Season Changes	Seasonal
	Replace Disposable Media Filter	Every 3 Months or As Required
	Detailed Condition/Operation Inspection and Testing	Per Manufacturer's Guidelines
	Preventative Maintenance - Clean, Lube, Adjust, Drive Belts, etc.	Per Manufacturer's Guidelines
Dampers	General Condition/Operation Inspection	Weekly
	Detailed Condition/Operation Inspection and Testing	Monthly
	Preventative Maintenance - Clean, Lube, Adjust, etc.	Per Manufacturer's Guidelines
Ductwork	General Condition Observation for Leaks, Corrosion, Cracking, etc.	Monthly
	General Cleaning	Monthly
	Inspect for Damaged or Missing Insulation or Pipe/Valve Labels	Monthly
Pumps	General Inspection for Leaks, Oil Levels, Noise, Vibration, etc.	Weekly
	Detailed Operation Inspection and Testing	Per Manufacturer's Guidelines
	Preventative Maintenance - Clean, Lube, Adjust, etc.	Per Manufacturer's Guidelines
Piping	General Condition Observation for Leaks, Corrosion, Cracking, etc.	Monthly
	Inspect for Damaged or Missing Insulation or Pipe/Valve Labels	Monthly

**Table 2c. Periodic Inspection Schedule**

<b>Electrical System</b>		
<b>Component</b>	<b>Task to be Performed</b>	<b>Minimum Frequency</b>
Electrical Components	Complete/Update Inventory	Yearly
Electrical Distribution (Switchgear, Panelboard, Outlets, Conduit etc.)	General Condition/Operation Inspection	Monthly
	Detailed Condition/Operation Inspection and Testing	Per Manufacturer's Guidelines
	Preventative Maintenance - Clean, Lube, Adjust, etc.	Per Manufacturer's Guidelines
Generators & Switching Equipment	Emergency Generators and Switching Equipment Testing	Monthly
	Emergency Generators and Switching Equipment Maintenance	Per Manufacturer's Guidelines
Safety Switches	Inspect Equipment Disconnects	Per Manufacturer's Guidelines
Lighting Fixtures	General Garage Lighting and Conduit Inspection - Daytime Hours	Weekly
	Replace Burnt Out Lamps and Ballasts	As Required
	General Garage Lighting and Sign Illumination Inspection - Evening Hours	Weekly
	Pedestrian Walkways and Stairwell Illumination Inspection - Evening Hours	Weekly
Exit Lighting Fixtures	Clean Fixture Lamps	Monthly
	General Condition/Operation Inspection	Daily
Emergency Lighting Fixtures	General Condition/Operation Inspection	Daily
	Test Battery Backup	Monthly
Lighting Controls	General Condition/Operation Inspection	Weekly
	Re-Set for Seasonal Changes	As Required
<b>Parking Control Equipment</b>		
<b>Component</b>	<b>Task to be Performed</b>	<b>Minimum Frequency</b>
Parking Control Components	Complete/Update Inventory	Yearly
Collection Booths	General Condition/Operation Inspection	Weekly
	General Cleaning	Weekly
Parking Control Equipment (Gates, Ticket Dispensers, Fee Computers, Loops, etc.)	General Condition/Operation Inspection	Daily
	Detailed Condition/Operation Inspection and Testing	Per Manufacturer's Guidelines
	Preventative Maintenance - Clean, Lube, Adjust, etc.	Per Manufacturer's Guidelines
<b>Security System</b>		
<b>Component</b>	<b>Task to be Performed</b>	<b>Minimum Frequency</b>
Security Components	Complete/Update Inventory	Yearly
Emergency Intercom/Call for Distress	General Condition/Operation Inspection	Weekly
	Detailed Condition/Operation Inspection and Testing	Per Manufacturer's Guidelines
	Preventative Maintenance - Clean, Lube, Adjust, etc.	Per Manufacturer's Guidelines
CCTV Cameras/System	General Condition/Operation Inspection	
	Detailed Condition/Operation Inspection and Testing	Per Manufacturer's Guidelines
	Preventative Maintenance - Clean, Lube, Adjust, etc.	Per Manufacturer's Guidelines
<b>Landscaping</b>		
<b>Component</b>	<b>Task to be Performed</b>	<b>Minimum Frequency</b>
General	Remove Trash	Daily
	Mowing, Weed Removal, Trimming, Fertilizing, etc.	Weekly or As Necessary



## SCHEDULE 5

### Parking Facilities System Assets

Equipment Type	Vendor / Model	Number	Year
<b>Third Avenue</b>			
<i>Proxy Card Reader</i>	PSX / Indala Flex Pass	5	2004
<i>Multi-throat Entry Station</i>	PSX / Amano AGP 203i	2	2003
<i>Multi-throat Exit Station</i>	PSX / Amano AGP 603i	2	2003
<i>Fee Indicator</i>	PSX / Amano AGP 5910	2	2003
<i>Gate Box with Arm</i>	PSX / Amano AGP 1711	5	2003
<i>Pay on Foot stations</i>	PSX / Amano AGP 7800	2	2003
<i>Monitor</i>	PSX / Amano AGP 5210	1	2003
<i>Validator</i>	PSX / Amano AGP 5610	1	2003
<i>Drawer</i>	PSX / M-5 EP-125KL	1	2003
<i>Printer</i>	PSX / Citizen IDP 3210	1	2003
<i>Remote Fee Display</i>	PSX / Amano AGP 5200	1	2003
<b>Ninth &amp; Penn</b>			
<i>Proxy Card Reader</i>	PSX / Indala Flex Pass	6	2003
<i>Multi-throat Entry Station</i>	PSX / Amano AGP 203i	2	2003
<i>Multi-throat Exit Station</i>	PSX / Amano AGP 603i	2	2003
<i>Fee Indicator</i>	PSX / Amano AGP 5910	2	2003
<i>Gate Box with Arm</i>	PSX / Amano AGP 1711	5	2003
<i>Pay on Foot stations</i>	PSX / Amano AGP 7800	2	2003
<i>Monitor</i>	PSX / Amano AGP 5210	1	2003
<i>Validator</i>	PSX / Amano AGP 5610	1	2003
<i>Drawer</i>	PSX / Amano AFA-102050	1	2003
<i>Printer</i>	PSX / Citizen IDP 3210	1	2003
<i>Remote Fee Display</i>	PSX / Amano AGP 5200	1	2003
<i>Pressure Washing</i>	Honda Excel Pressure Washer	1	
<i>Snow Removal</i>	Toro 24" Snow Thrower	1	
	Salt Spreaders	1	
<b>Smithfield Liberty</b>			
<i>Proxy Card Reader</i>	CTR / HID Maxi Prox	5	2005
<i>Entry Station</i>	CTR / Zeag PE Orion	2	2005
<i>Exit Station</i>	CTR / Zeag PA Orion	2	2005
<i>Gate Box with Arm</i>	CTR / Osco BGU-12-311	6	2005
<i>Pay on Foot stations</i>	CTR / Zeag PK101	2	2005
<i>Monitor</i>	CTR / Wyse WY55	1	2005
<i>Validator</i>	CTR / Zeag 111-3250-0229	1	2005
<i>Drawer</i>	CTR / M-5 EP-125KSD	1	2005
<i>Printer</i>	CTR / Citizen IDP 35H1	1	2005
<i>Remote Fee Display</i>	CTR / Zeag 111-3050-0313	1	2005
<i>Sweepers/Scrubbers/Vacuums</i>	Sweepster 36" Walk-Behind Sweeper	1	
	Wet/Dry Vacuum	1	
<i>Pressure Washing</i>	Honda Excel Pressure Washer	1	

<b>Equipment Type</b>	<b>Vendor / Model</b>	<b>Number</b>	<b>Year</b>
<i>Snow Removal</i>	Toro 24" Snow Thrower	1	
	Salt Spreaders	1	
<b>Ft. Duquesne &amp; 6th</b>			
<i>Proxy Card Reader</i>	CTR / HID Maxi Prox	7	2009
<i>Entry Station</i>	CTR / Zeag XR Orion	4	2009
<i>Exit Station</i>	CTR / Zeag XR Orion	3	2009
<i>Gate Box with Arm</i>	CTR / Magnetic MID-30	7	2009
<i>Pay on Foot stations</i>	CTR / Zeag XR Orion	2	2009
<i>Monitor</i>	CTR / Dorio VGB-10	1	2009
<i>Validator</i>	CTR / Zeag 111-3250-0610	1	2009
<i>Drawer</i>	CTR / M-5 EP-125NK	1	2009
<i>Printer</i>	CTR / Citizen IDP 3551	1	2009
<i>Remote Fee Display</i>	CTR / Zeag CH-8957	1	2009
<i>Sweepers/Scrubbers/Vacuums</i>	Sweepster 36" Walk-Behind Sweeper	1	
	Wet/Dry Vacuum	1	
<i>Pressure Washing</i>	Honda Excel Pressure Washer	1	
<i>Snow Removal</i>	Murray 24" Snow Thrower	1	
	Snapper 24" Snow Thrower	1	
	Salt Spreaders	1	
<b>Mellon Square</b>			
<i>Proxy Card Reader</i>	CTR / HID Maxi Prox	7	2007
<i>Entry / Exit Station</i>	CTR / Zeag Orion	4	2007
<i>Entry / Exit Station</i>	CTR / Zeag Orion	3	2007
<i>Gate Box with Arm</i>	CTR / Magnetic M5E3	7	1995
<i>Pay on Foot stations</i>	CTR / Zeag XR Orion	2	2010
<i>Monitor</i>	CTR / Dorio VGB-10	1	2009
<i>Validator</i>	CTR / Zeag 111-3250-0610	1	2009
<i>Drawer</i>	CTR / M-5 EP-125NK	1	2009
<i>Printer</i>	CTR / Citizen IDP 3551	1	2009
<i>Remote Fee Display</i>	CTR / Zeag CH-8957	1	2009
<i>Sweepers/Scrubbers/Vacuums</i>	24" Walk-Behind Industrial Vacuum	1	
	Wet/Dry Vacuum	1	
<b>Wood Allies</b>			
<i>Proxy Card Reader</i>	PSX / Indala Flex Pass	5	2004
<i>Multi-throat Entry Station</i>	PSX / Amano AGP 203i	2	2003
<i>Multi-throat Exit Station</i>	PSX / Amano AGP 603i	3	2003
<i>Fee Indicator</i>	PSX / Amano AGP 5910	3	2003
<i>Gate Box with Arm</i>	PSX / Amano AGP 1711	5	2003
<i>Pay on Foot stations</i>	PSX / Amano AGP 7800	2	2003
<i>Monitor</i>	PSX / Amano AGP 5210	1	2003
<i>Validator</i>	PSX / Amano AGP 5610	1	2003

<b>Equipment Type</b>	<b>Vendor / Model</b>	<b>Number</b>	<b>Year</b>
<i>Drawer</i>	PSX / M-5 EP-125KL	1	2003
<i>Printer</i>	PSX / Citizen IDP 3210	1	2003
<i>Remote Fee Display</i>	PSX / Amano AGP 5200	1	2003
<i>Sweepers/Scrubbers/Vacuums</i>	Sweepster 36" Walk-Behind Sweeper	1	
	Wet/Dry Vacuum	1	
<i>Pressure Washing</i>	Honda Excel Pressure Washer	1	
<i>Snow Removal</i>	Toro 24" Snow Thrower	1	
	Salt Spreaders	1	
<b>Oliver</b>			
<i>Entry Station</i>	CTR / Zeag P900	3	2008
<i>Exit Station</i>	CTR / Zeag P900	1	2008
<i>Gate Box with Arm</i>	CTR / Magnetic M5E3	4	1999
<i>Pay on Foot stations</i>	CTR / Zeag P900	2	2008
<i>Monitor</i>	CTR / Wyse WY-55	1	1999
<i>Validator</i>	CTR / Zeag 111-3250-0860	1	1999
<i>Drawer</i>	CTR / M-5 EP-125K	1	1999
<i>Printer</i>	CTR / Citizen IDP 3541	1	1999
<i>Remote Fee Display</i>	CTR / Zeag P900	1	1999
<i>Pressure Washing</i>	Husky Pressure Washer	1	
<b>First Avenue</b>			
<i>Proxy Card Reader</i>	CTR / HID Mini Prox	8	2003
<i>Entry / Exit Station</i>	CTR / Zeag PE Orion	5	2003
<i>Exit Station</i>	CTR / Zeag PA Orion	3	2003
<i>Gate Box with Arm</i>	CTR / Osco BGU	8	2003
<i>Pay on Foot stations</i>	CTR / Zeag PK Orion	3	2003
<i>Monitor</i>	CTR / Wyse WY-55	1	2003
<i>Validator</i>	CTR / Zeag 111-3250-007Z	1	2003
<i>Drawer</i>	CTR / M-5 EP-125SD	1	2003
<i>Printer</i>	CTR / Citizen IDP 3551	1	2003
<i>Remote Fee Display</i>	CTR / Zeag 111-3050-0179	1	2003
<i>Sweepers/Scrubbers/Vacuums</i>	Wet/Dry Vacuum	1	
<i>Pressure Washing</i>	MI-TM Pressure Washer	1	
<i>Snow Removal</i>	Craftsman 24" Snow Thrower	1	
	Salt Spreaders	1	
<i>Vehicles</i>	Cushman Commander Golf Cart	1	
	Kawasaki Mule UTV (w/ Plow)	1	
<i>Landscaping</i>	Weed Wacker	1	
	Leaf Blower	1	
<b>Second Avenue</b>			
<i>Proxy Card Reader</i>	CTR / HID Mini Prox	2	2009
<i>Gate Box with Arm</i>	CTR / Magnetic MC635	4	1997

Equipment Type	Vendor / Model	Number	Year
<b>Grant Street Transportation Center</b>			
<i>Proxy Card Reader</i>	CTR / HID Maxi Prox	8	2008
<i>Entry Station</i>	CTR / Zeag PE Orion	4	2008
<i>Exit Station</i>	CTR / Zeag PA Orion	4	2008
<i>Gate Box with Arm</i>	CTR / Magnetic MIB-30	8	2008
<i>Pay on Foot stations</i>	CTR / Zeag Orion	4	2008
<i>Monitor</i>	CTR / Dorio VGB-10	2	2008
<i>Validator</i>	CTR / Zeag 111-3250-0694	2	2008
<i>Drawer</i>	CTR / M-5 EP-125NK	2	2008
<i>Printer</i>	CTR / Citizen IDP 355i	2	2008
<i>Remote Fee Display</i>	CTR / Zeag 111-3560-066	2	2008
<i>Sweepers/Scrubbers/Vacuums</i>	Sweeptster 36" Walk-Behind Sweeper	1	
	Aztec ProScrub Interior Scrubber	1	
	Wet/Dry Vacuum	1	
<i>Pressure Washing</i>	Husky Pressure Washer	1	
<i>Snow Removal</i>	Salt Spreaders	1	
<b>Forbes Sempole</b>			
<i>Proxy Card Reader</i>	PSX / Indala Flex Pass	5	2004
<i>Multi-throat Entry Station</i>	PSX / Amano AGP 203i	2	2003
<i>Multi-throat Exit Station</i>	PSX / Amano AGP 603i	2	2003
<i>Fee Indicator</i>	PSX / Amano AGP 5910	2	2003
<i>Gate Box with Arm</i>	PSX / Amano AGP 1711	5	2003
<i>Pay on Foot stations</i>	PSX / Amano AGP 7800	2	2003
<i>Monitor</i>	PSX / Amano AGP 5210	1	2003
<i>Validator</i>	PSX / Amano AGP 5610	1	2003
<i>Drawer</i>	PSX / Amano AGP 102050	1	2003
<i>Printer</i>	PSX / Citizen IDP 3210	1	2003
<i>Remote Fee Display</i>	PSX / Amano AGP 5200	1	2003
<i>Sweepers/Scrubbers/Vacuums</i>	Sweepster 36" Walk-Behind Sweeper	1	
<i>Snow Removal</i>	Toro 24" Snow Thrower	1	
	Toro 16" Snow Thrower	1	
	Salt Spreaders	1	
<b>Shadyside</b>			
<i>Proxy Card Reader</i>	PSX / Indala Mini Prox	3	2009
<i>Multi-throat Entry Station</i>	PSX / Amano TF-2590	1	1999
<i>Multi-throat Exit Station</i>	PSX / Amano TF-6500	2	1999
<i>Gate Box with Arm</i>	PSX / Magnetic M5E3	3	1999
<i>Pay on Foot stations</i>	PSX / Amano AGP 7800	2	2003
<i>Monitor</i>	PSX / Amano TF-5550	1	1999
<i>Validator</i>	PSX / Amano TF-5550	1	1999
<i>Drawer</i>	PSX / Amano	1	1999
<i>Printer</i>	PSX / Citizen IDP	1	1999
<i>Remote Fee Display</i>	PSX / Amano TF-5900	1	1999
<i>Snow Removal</i>	Toro 24" Snow Thrower	1	
	Salt Spreaders	1	

Schedule 6

Parking Facilities System Contracts

**Part 1: Schedule of Service Contracts and Terminable License, Lease and Parking Agreements**

**1a. Service Contracts**

	<u>Contractor/Vendor</u>	<u>Service</u>	<u>Date of Contract</u>
1.	Advanced Electric	Electricity	5/1/2007
2.	CTR Systems	Pay stations	10/1/2009
3.	Garda CL Atlantic	Armored transportation and cash processing	2/1/2009
4.	Otis Elevator Company	Elevator warranty	6/30/2010
5.	Krupp Plumbing	Plumbing	4/1/2009
6.	Marshall Elevator Company	Elevator maintenance	10/1/2009
7.	POM, Inc.	Meter housing and coin cups	3/31/2009
8.	POM, Inc.	Electronic meter mechanisms	3/31/2009
9.	Trustwave	Payment card validation	1/5/2010
10.	Pittsburgh Transportation Company, Inc.	Shuttle - Second Ave. lot	10/1/2004
11.	PSX, Inc.	Parking equipment service	12/15/2009
12.	Schindler Elevator Corporation	Escalator and elevator maintenance	8/1/2008
13.	Am-Gard, Inc.	Security	
14.	Snow and Ice Management Company	Snow removal	
15.	Network Parking Parking	management - Third Ave. Garage	
16.	UniFirst Corporation	Uniforms	

**1b. Terminable License, Lease and Parking Agreements**

	<u>Garage/Lot</u>	<u>Title</u>
1.	Oliver	Parking License Agreement dated February 27, 2008, from the Urban Redevelopment Authority of Pittsburgh to the Authority
2.	Mellon Square	Parking License dated August 27, 2009, from the Authority to Omni Hotels Management Corporation
3.	Mellon Square/Oliver	Parking Equipment Rental and Charge Parking Agreement dated July 1, 2010, from the Authority to The Omni William Penn Hotel
4.	Mellon Square/Oliver	Parking Lease Agreement dated February 1, 2010, from the Authority to The Omni William Penn Hotel
5.	East Liberty lots	Parking Lease Agreement dated July 1, 2010, from the Authority to UPMC
6.	Fort Duquesne & Sixth	Lease dated December 3, 1996, by and between the Authority and Chris Melacrinis and Joanne Melacrinis d/b/a Christos Mediterranean Grill
7.	Third Avenue	Commercial Lease Agreement dated August 13, 2003, by and between the Authority and Joseph Galluze and Joseph Galluze, Jr. d/b/a Joe's Shoe Service
8.	Smithfield/Liberty	Commercial Lease Agreement dated May 1, 2004, by and between the Authority and International Metro Incorporated

## Part 2: Non-Terminable Commercial Leases, Licenses and Parking Agreements

Garage	Description of Lease	Assignability Provisions
1. First Avenue	Commercial Lease Agreement dated April 3, 2007 by and between the Authority and Thomas Demagall as amended by that certain Letter Agreement dated January 19, 2010	<u>Paragraph 26.Transfer of Landlord's Interest.</u> If Authority transfers its interest in the property and the transferee agrees to assume the Authority's obligations under the lease, then the Authority shall have no further liability to tenant under the lease.
2. Fort Duq. & Sixth	Commercial Lease Agreement dated July 1, 2007 by and between the Authority and Enterprise Rent-a-Car of Pittsburgh	<u>Paragraph 26.Transfer of Landlord's Interest.</u> If Authority transfers its interest in the property and the transferee agrees to assume the Authority's obligations under the lease, then the Authority shall have no further liability to tenant under the lease.
3. Fort Duq. & Sixth	Commercial Lease Agreement dated April 1, 2006 by and between the Authority and Kim Eng Hong d/b/a Lemongrass Cafe	<u>Paragraph 26.Transfer of Landlord's Interest.</u> If Authority transfers its interest in the property and the transferee agrees to assume the Authority's obligations under the lease, then the Authority shall have no further liability to tenant under the lease.
4. Fort Duq. & Sixth	Parking Agreement dated October 24, 2007 by and between the Authority and Fulton Hotel Developer, LLLP, d/b/a Renaissance Pittsburgh Hotel	<u>Paragraph 9.</u> Agreement binding on the parties and their respective successors and assigns.
5. Grant St. Transp. Center	Lease dated April 14, 2004 by and between the Authority and Greyhound Lines, Inc. as amended by that certain First Amendment to Lease dated May 25, 2005	<u>Paragraph 13(d).</u> Authority shall have the right to sell, transfer or assign its rights and obligations under the lease in connection with a transfer of the property.
6. Mellon Square	Commercial Lease Agreement dated December 1, 2003 by and between the Authority and AAA East Central as amended by: (1) that certain Amendment to Lease dated August 30, 2007; (ii) that certain Second Amendment to Commercial Lease Agreement dated May 13, 2008; and (iii) that certain Third Amendment to Commercial Lease Agreement dated July 1, 2010	<u>Paragraph 26.Transfer of Landlord's Interest.</u> If Authority transfers its interest in the property and the transferee agrees to assume the Authority's obligations under the lease, then the Authority shall have no further liability to tenant under the lease.
7. Mellon Square	Commercial Lease Agreement dated November 15, 2005 by and between the Authority and STS PGH, LLC d/b/a Cartridge World	<u>Paragraph 26.Transfer of Landlord's Interest.</u> If Authority transfers its interest in the property and the transferee agrees to assume the Authority's obligations under the lease, then the Authority shall have no further liability to tenant under the lease.
8. Mellon Square	Commercial Lease by and between the Authority and Port Authority of Allegheny County dated December 1, 2003, as amended by that certain First Amendment to Lease Agreement dated August 1, 2010	<u>Paragraph 26.Transfer of Landlord's Interest.</u> If Authority transfers its interest in the property and the transferee agrees to assume the Authority's obligations under the lease, then the Authority shall have no further liability to tenant under the lease.
9. Mellon Square	Commercial Lease Agreement by and between the Authority and General Nutrition Corporation dated January 1, 2007	<u>Paragraph 26.Transfer of Landlord's Interest.</u> If Authority transfers its interest in the property and the transferee agrees to assume the Authority's obligations under the lease, then the Authority shall have no further liability to tenant under the lease.
10. Ninth & Penn	Commercial Lease dated February 23, 2009 by and between the Authority and George T. Wellinger, an individual, t/d/b/a 9th & Penn News - Numbers	<u>Paragraph 26.Transfer of Landlord's Interest.</u> If Authority transfers its interest in the property and the transferee agrees to assume the Authority's obligations under the lease, then the Authority shall have no further liability to tenant under the lease.
11. Third Avenue	Commercial Lease Agreement dated February 13, 2006 by and between the Authority and Professional Account Management, LLC, as amended by: (i) that certain First Amendment to Commercial Lease Agreement dated August, 2006; and (ii) that certain Second Amendment to Commercial Lease Agreement dated October 25, 2006	<u>Paragraph 26.Transfer of Landlord's Interest.</u> If Authority transfers its interest in the property and the transferee agrees to assume the Authority's obligations under the lease, then the Authority shall have no further liability to tenant under the lease.

## Platinum Parking Leases

	<u>Garage</u>	<u>Lease Number</u>
1.	Mellon Square	200001522
2.	Mellon Square	200001535
3.	Mellon Square	200001558
4.	Mellon Square	200001560
5.	Mellon Square	200001565
6.	Smithfield/Liberty	100002203
7.	Smithfield/Liberty	200001470
8.	Smithfield/Liberty	200001471
9.	Smithfield/Liberty	200001472
10.	Smithfield/Liberty	200001474
11.	Smithfield/Liberty	200001475
12.	Smithfield/Liberty	200001478
13.	Smithfield/Liberty	200001479
14.	Smithfield/Liberty	200001480
15.	Smithfield/Liberty	200001481
16.	Smithfield/Liberty	200001482
17.	Smithfield/Liberty	200001484
18.	Smithfield/Liberty	200001485
19.	Smithfield/Liberty	200001486
20.	Smithfield/Liberty	200001487
21.	Smithfield/Liberty	200001489
22.	Smithfield/Liberty	200001490
23.	Smithfield/Liberty	200001491
24.	Smithfield/Liberty	200001492
25.	Smithfield/Liberty	200001495
26.	Smithfield/Liberty	200001496
27.	Smithfield/Liberty	200001497
28.	Smithfield/Liberty	200001499
29.	Smithfield/Liberty	200001502
30.	Smithfield/Liberty	200001504
31.	Smithfield/Liberty	200001506
32.	Smithfield/Liberty	200001508
33.	Smithfield/Liberty	200001512
34.	Smithfield/Liberty	200001513
35.	Smithfield/Liberty	200001514
36.	Smithfield/Liberty	200001516
37.	Smithfield/Liberty	200001517
38.	Smithfield/Liberty	200001518
39.	Smithfield/Liberty	200001519
40.	Smithfield/Liberty	200001520
41.	Smithfield/Liberty	200003596





## SCHEDULE 7

### Required Capital Improvements

#### 1.0 Required Capital Improvements

The Concessionaire will be solely responsible for all capital improvements related to the Parking System (the “Facilities”) that are required to be completed during the Term in accordance with the terms of the Concession Agreement. The Concessionaire, in accordance with all other requirements of the Agreement, will fully fund and complete the design and preparation of all construction documents and construction work for the demolition, reconstruction, structural repairs and restoration of any and all of the Facilities at its sole cost and expense.

##### *1.1 Amounts and Limits of Work*

The amount and limits of the work shall be proposed by the Concessionaire for approval by the Public Parking Authority of Pittsburgh (the “Authority”) and the City of Pittsburgh (the “City”), as appropriate, based on the Facilities’ actual deficiencies, conditions and findings as provided and analyzed by an independent professional engineer. All Facility reconstruction, structural repairs and restorations must ensure that the operating level of the Facility is sustained over the life of the Concession Agreement. An annual Capital Asset Management Plan (“CAMP”) must be performed at each Facility by a qualified engineer.

##### *1.2 Required Components of Scope of Work*

The scope of work submitted by the Concessionaire for the Required Capital Improvements, must meet the performance requirements established in the Operating Standards and must be in accordance with all applicable Laws and ordinances and must consist, at a minimum, of the following if applicable:

- Structural repairs to restore structural integrity
- Architectural repairs and improvements
- Reconstructing the lighting and emergency lighting systems
- Repairs and/or replacements of the ventilation system as appropriate
- Repairs and/or replacements for fire protection system as appropriate
- Repairs and/or replacements of the elevators
- Control of water infiltration through waterproofing membrane system
- Installation of sealant at leaking roadway joints
- Structural repairs and restoration
- Any other work necessary to the Facility so it is in full compliance with applicable Law upon the completion of the Required Capital Improvements

##### *1.3 Spaces Remaining After Required Capital Improvements*

As a result of the completion of the Required Capital Improvements, the Concessionaire must maintain a minimum of the total number of spaces in the Facility that were present

at the Closing Date of the Concession Agreement, except where applicable ordinances prohibit.

#### *1.4 Facility Operations During Required Capital Improvements*

In the event that a Facility undergoes complete demolition and a new structure rebuilt, the Authority and City permit the Concessionaire to completely close the Facility during the demolition and reconstruction phases.

In the event that a Facility undergoes structural repairs and restoration, the Concessionaire is permitted to limit access to certain parts of the Facility during repairs, but the majority of the spaces must be open and accessible to the public during all operating hours. During structural repairs and restoration, the Concessionaire must maintain the functionality of the elevator system in the Facility; only one elevator car can be taken out of service for rehabilitation at a time.

#### *1.5 Demolition and Reconstruction of Facility*

In the event that a Facility undergoes complete demolition, a new structure must be rebuilt in the same footprint and with at least the current number of levels as the previous structure. Any deviations from the original footprint and number of levels must be approved by the Authority on behalf of the City. The demolition and reconstruction must meet all applicable codes, ordinances and Laws.

#### *1.6 Substantial Rehabilitation*

In the event that a Facility undergoes a substantial rehabilitation, a comprehensive evaluation of the various building elements must be undertaken by a qualified engineer to determine condition, which includes cause and extent of deficiencies, damage and/or deterioration as well as determining expected remaining service life of each building component. The evaluation will also identify the appropriate action including: repair, replacement and/or protection in order to cost effectively extend the service life of the structure. The substantial rehabilitations must be properly executed by qualified and experienced organizations of the identified repairs and/or improvements. Upon completion of the substantial rehabilitation, a maintenance program must be established to maximize the performance of the rehabilitation effort and minimize future repairs.

The estimated substantial rehabilitation of each of the following Facilities would include:

##### **Fort Duquesne & Sixth**

Over 58,000 square feet of Floor Repairs

Almost 9,000 square feet of Soffit Repairs

Almost 4,000 square feet of Column and Beam Repairs

A minimum of \$200,000 of Drainage Repairs

Smaller amount of Mechanical and Other Repairs

### **Ninth & Penn**

Over 70,000 square feet of Floor Repairs

Over 4,000 square feet of Soffit Repairs

Smaller amounts of Mechanical and Other Repairs

Smithfield Liberty

Over 17,000 square feet of Floor Repairs

Over 6,000 square feet of Soffit Repairs

Over 6,300 square feet of Column and Beam Repairs

Smaller amounts of Mechanical and Other Repairs

## **2.0 Requirements Related to Required Capital Improvements**

All design, plan development and construction work related to the Required Capital Improvements, must comply with the requirements of this Agreements, manuals and guidelines of the Operating Standards and all applicable codes, ordinances and Laws.

### *2.1 Coordination with the City and Authority*

The Concessionaire must coordinate all work related to the Required Capital Improvements with the Authority on behalf of the City.

### *2.2 Submission of Scope of Work and Proposed Schedule*

The Concessionaire must submit a written and detailed scope of work, preliminary construction documents and proposed schedule to the Authority on behalf of the City for review, conformance verification with the intended level of work and Approval. These documents must be provided to the City and Authority six (6) months prior to the start of the development of final plans and construction documents for the Required Capital Improvements.

### *2.3 Submission of Final Construction Documents*

The Concessionaire must submit final construction documents to the Authority on behalf of the City for review and Approval one (1) month prior to the start of construction of the Required Capital Improvements

### *2.4 Completion of Work*

Subject to the standards established in this Schedule, the reconstruction and/or substantial rehabilitation must be completed by December 31, 2017 for the Ninth & Penn Garage, and by December 31, 2025 for the Fort Duquesne & Sixth and the Smithfield Liberty Garages.

### *2.5 Effect of Operating Standards*

The Authority, on behalf of the City, covenants and agrees that the Concessionaire will not be in default under the terms of this Agreement, including failure to comply with the Operating Standards, in relation to the condition of the portions of the Parking System that are subject to the Required Capital Improvements at any time prior to the earlier to

occur: the completion of the Required Capital Improvements or the agreed upon completion date of the reconstruction and/or substantial rehabilitation of the Ninth & Penn Garage, the Fort Duquesne & Sixth Garage and the Smithfield Liberty as specified in Schedule 7 Section 2.4. The Concessionaire will not be in default provided that the Concessionaire takes any and all interim measures required to ensure public health and safety, provides the approved scope of work and construction documents, and maintains general ongoing maintenance protocols related to the Facilities Required Capital Improvement schedule.

SCHEDULE 8

Form of Legal Opinion of the Authority and the City

**DRAFT 09/02/2010**

\_\_\_\_\_, 2010

**SUBJECT TO APPROVAL BY K&L GATES OPINIONS COMMITTEE**

**Note: This draft opinion reflects a proposed form of opinion that would be issued at Closing, and refers to certain contemplated ordinances, resolutions and other actions related to the Transactions that the City Council and Board of the Public Parking Authority of Pittsburgh would adopt prior to that time. This draft opinion reflects our analysis as of the draft date set forth above, and is based upon the Concession Agreement draft dated September 2, 2010. Any modifications to the draft Concession Agreement or other Transaction Documents remain subject to review.**

[Concessionaire Name]

[Address]

Ladies and Gentlemen:

We have acted as special counsel to the Public Parking Authority of Pittsburgh (the “Authority”) and the City of Pittsburgh (the “City”) in connection with the Pittsburgh Public Parking Facilities System Concession and Lease Agreement dated as of [●], 2010 (the “Concession Agreement”), by and among the Authority, the City and the “Concessionaire”). We are delivering this opinion letter to you at the request of the Authority and the City pursuant to Section 2.4(a) of the Concession Agreement. This opinion letter has been prepared and should be understood in accordance with the *Legal Opinion Principles*, 53 Bus. Law. 831 (1998), and *Guidelines for the Preparation of Closing Opinions*, 57 Bus. Law. 875 (2002), of the Committee on Legal Opinions, ABA Section of Business Law.

The following documents, all dated today, except as otherwise indicated, are referred to collectively in this opinion letter as the “Transaction Documents”:

1. The Concession Agreement.
2. The Amended and Restated Parking Facilities System Cooperation Agreement between the Authority and the City.

**This is a placeholder for an anticipated agreement between the Authority and City covering issues related to the Transaction.**

3. The Deed between the City (as Grantor) and the Authority (as Grantee), conveying the City Parking Facilities to the Authority.

4. [Other documents to be listed, if appropriate.]

Capitalized terms used and not otherwise defined in this opinion letter have the respective meanings given to them in the Concession Agreement. [References in this opinion letter to our knowledge mean the conscious awareness of facts, without investigation, of any of the lawyers currently with this firm who have given substantive attention to legal representation of the Authority and City in matters directly relating to the Concession Agreement.]

In connection with rendering the opinions set forth below, we have examined originals or copies, certified or otherwise identified to our satisfaction, of the following documents: (1) the Transaction Documents; (2) City of Pittsburgh Ordinance No. ●], adopted by the City Council ●], 2010, authorizing the Transaction (the “City Transaction Ordinance”); (3) City of Pittsburgh Ordinance No. ●], adopted by the City Council on [●], 2010, extending the term of the Authority (the “Parking Authority Term Ordinance”); (4) Authority Resolution [●], adopted by the Authority Board on [●], 2010, authorizing the Transaction (the “Authority Resolution”); (5) Authority Resolution ●], adopted by the Authority Board on●], 2010, approving the Schedule of Parking Fees (the “Authority Rate Resolution”) (6) the Intergovernmental Cooperation Agreement by and between the Intergovernmental Cooperation Authority for Cities of the Second Class and the City dated as of September 7, 2004 (the “ICA Agreement”); (7) documentation concerning the submission by the City of the Concession Agreement and certain other Transaction Documents to the Intergovernmental Cooperation Authority (the “ICA”) pursuant to Section 4.05(c) of the ICA Agreement, and the City’s consideration of the ICA’s comments and recommendations; and (8) such other documents as we have deemed necessary as the basis for the opinions set forth below; and we have made such other investigation of law as we have deemed appropriate. We have examined and relied on certificates of public officials and, as to certain matters of fact that are material to our opinions, we have also examined and relied on the representations made by the Authority and the City in Article 9 of the Concession Agreement and (i) a certificate of an officer of the Authority (the “Authority Fact Certificate”) and (ii) a certificate of an officer of the City (the “City Fact Certificate”) Copies of the Authority Fact Certificate and the City Fact Certificate (collectively, the “Fact Certificates”) are attached to this opinion letter. We have not independently established any of the facts so relied on.

For the purposes of this opinion letter we have assumed [to describe any factual and other assumptions as to critical issues.] We have also made the assumptions that are customary in opinion letters of this kind, including the assumptions that each document submitted to us is accurate and complete, that each such document that is an original is authentic, that each such document that is a copy conforms to an authentic original, that all signatures on each such document are genuine, and that no changes in the facts certified in the Fact Certificates have occurred or will occur after the date of the Fact Certificates. We have further assumed the legal capacity of natural persons, and we have assumed that each party to each Transaction Document (other than the Authority and the City) has the legal capacity and has satisfied all legal requirements that are applicable to that party to the extent necessary to make that Transaction Document enforceable against that party. We have not verified any of the foregoing assumptions.

The opinions expressed in this opinion letter are limited to the law of the Commonwealth of Pennsylvania, the City of Pittsburgh Home Rule Charter; and the City of Pittsburgh Code of Ordinances (the “Covered Laws”). We are not opining on, and we assume no responsibility for, the applicability to or effect on any of the matters covered herein of any other laws, the law of any other jurisdiction, or (except for the Covered Laws) the law of any county, municipality or other political subdivision or local governmental agency or authority. Except as expressly set forth in this opinion letter, we are also not opining on specialized laws that are not customarily covered in opinion letters of this kind, such as tax, insolvency, antitrust, pension, employee benefit, environmental, intellectual property, banking, insurance, labor, health and safety, and securities laws.

Based on and subject to the foregoing, the reasoning set forth in a Separate Memorandum re Reasoning Underlying Opinions dated [●] (the “Memorandum”, which is incorporated hereing by reference, and the additional qualifications, limitations and reasoning set forth below, it is our opinion that:

1. The City is a municipality and city of the second class, organized and existing under the Constitution and laws of the Commonwealth of Pennsylvania and the City of Pittsburgh Home Rule Charter. The Authority is a body politic and corporate established and existing under the Parking Authority Law, 53 Pa. C.S. §§5501-5517.

2. The City has the power and authority to adopt the City Transaction Ordinance and the Parking Authority Term Ordinance, to enter into the Transaction Documents, and to perform the City’s obligations in accordance with the terms of the Transaction Documents. The Authority has the power and authority to adopt the Authority Resolution and the Authority Rate Resolution, to enter into the Transaction Documents and to perform the Authority’s obligations in accordance with the terms of the Transaction Documents.

3. The City Council has in accordance with all required procedures (i) adopted the City Transaction Ordinance and Parking Authority Term Ordinance, which remain in full force and effect, (ii) authorized and approved the execution and delivery by the City of the Transaction Documents, and (iii) authorized and approved the performance by the City of its obligations contained in the Transaction Documents. The Authority Board has in accordance with all required procedures (i) adopted the Authority Transaction Resolution and the Authority Rate Resolution, which remain in full force and effect, (ii) authorized and approved the execution and delivery by the Authority of the Transaction Documents, and (iii) authorized and approved the performance by the Authority of its obligations contained in the Transaction Documents. The competitive sealed proposal procedures followed by the Authority and City for solicitation and award of the Concession Agreement complies with applicable Pennsylvania procurement laws.

4. The Concession Agreement has been duly executed and delivered by the City and the Authority, and constitutes a valid and legally binding obligation of the City and the Authority, enforceable against the City and the Authority in accordance with the terms thereof.

## Opinion Qualifications

A. Our opinions in numbered paragraph 4 above are subject to the effect of bankruptcy, insolvency, fraudulent transfer, reorganization, receivership, moratorium, and other laws affecting the rights and remedies of creditors generally and to general principles of equity, whether applied by a court of law or equity.

B. We express no opinion with respect to (i) the City's, the Authority's or the Concessionaire's title to or interest in any real or personal property, the interest of any other person in or to any property, or the description of any property, (ii) any requirement that the Concessionaire obtain any consent or approval or make any filing, registration, or recordation with respect to any property or the consequences of the Concessionaire not doing so, or (iii) any matter involving financial information or relating to compliance with financial covenants or financial requirements, or relating to the applicability or effect of laws relating to bulk transfers or fraudulent transfers.

C. We express no opinion with respect to the applicability of governmental immunity and related limitations on the Authority's and City's liabilities as to damages on account of injury to a person or property pursuant to the Pennsylvania Political Subdivisions Tort Claims Act, 42 Pa. C.S. §§8541-8564, or the extent to which any indemnity or other provisions of the Concession Agreement may waive such immunities or limitations established thereunder.

D. We express no opinion as to whether, in the event that termination of the Concession Agreement becomes effective, applicable Pennsylvania laws relating to procurement of public contracts would apply to the execution and delivery of a New Agreement such as to affect the enforceability of Section 18.5(a) and (b) of the Concession Agreement, which determination would be made at the time of such termination and New Agreement based upon the then applicable legal requirements and other relevant facts and circumstances.

E. We express no opinion, as to whether the Authority must comply with bidding or other procurement requirements in connection with issuing any future Authority Directive under Section 5.1 of the Concession Agreement or in connection with otherwise engaging the Concessionaire to perform any particular work for which the Authority would pay the Concessionaire, which determination would be made at the time of such future Authority Directive or engagement based upon the nature of the work, the then applicable legal requirements, and other relevant facts and circumstances.

F. We express no opinion as to the reasonableness of the Schedule of Parking Rates approved by the Authority.

This opinion is rendered solely for your information in connection with the transaction described above to be consummated today pursuant to the concession Agreement. You may not rely on this opinion letter in any other connection, and it may not be furnished to or relied upon by any other person for any purpose without our specific prior written consent, except that you may furnish this opinion letter to [\_\_\_\_\_], as Administrative Agent for the lenders providing financing to the Concessionaire in connection with the Transaction, and such



Administrative Agent may rely on it as if it were addressed to the Administrative Agent and delivery to the Administrative Agent today, solely in connection with the furnishing of financing to the Concessionaire relating to the Transaction. Without limitation of the foregoing, no party may rely upon this opinion unless it has received and reviewed the Memorandum. Copies of the Memorandum have been provided to you and to the Administrative Agent, and we will provide a copy of the Memorandum to any other person as to whom we have specifically consented to such reliance.

The foregoing opinions are rendered as of the date of this letter. We assume no obligation to update or supplement any such opinions to reflect any changes of law or fact that may occur.

Very truly yours,

[K&L Gates LLP]

Attachments:

Authority Fact Certificate

City Fact Certificate

SCHEDULE 9

Form of Legal Opinion of the Concessionaire

[Letterhead of Counsel to the Concessionaire]

[Closing Date]

[PPAP]

[City]

Ladies and Gentleman:

We have acted as special counsel to \_\_\_\_\_, a \_\_\_\_\_ (the “Concessionaire”), in connection with the lease of the Parking Facilities System, and the grant of the right to operate the Parking Facilities System, from the City and the Authority to the Concessionaire pursuant to the Parking Facilities System Concession and Lease Agreement, dated as of \_\_\_\_\_, 20\_\_ (the “Agreement”), by and among the Authority, the City and Concessionaire. This opinion is being delivered to you pursuant to Section 2.4(b) of the Agreement. Capitalized terms used and not otherwise defined herein shall have the respective meanings set forth in the Agreement.

We have examined originals or copies, certified or otherwise identified to our satisfaction, of (i) the Agreement; and (ii) such other records and writings as we have deemed necessary as the basis for the opinions set forth below. In connection with such examination, we have assumed the genuineness of all signatures, the legal capacity of all natural persons, the authenticity of all documents submitted to us as originals, the conformity to authentic, original documents of all documents submitted to us via facsimile or otherwise as certified, conformed or photostatic copies, and the completeness of all records of corporate proceedings provided to us.

We express no opinion as to the applicability or effect of the laws of any state or jurisdiction other than the laws of the State of [•].

Based on and subject to the foregoing and the qualifications referred to below, we are of the opinion that, on the date hereof:

1. The Concessionaire is duly organized, validly existing and in good standing as a \_\_\_\_\_ under the laws of the \_\_\_\_\_.
2. The Concessionaire has the power and authority to enter into the Agreement and to do all acts and things and execute and deliver all other documents as are required under the Agreement to be done, observed or performed by the Concessionaire in accordance with the terms thereof.
3. The Concessionaire has duly authorized, executed and delivered the Agreement, and the Agreement constitutes a valid and legally binding obligation of the

Concessionaire, enforceable against it in accordance with the terms hereof, subject only to applicable bankruptcy, insolvency and similar laws affecting the enforceability of the rights of creditors generally and the general principles of equity.

This opinion is rendered solely for your information in connection with the transaction described above and may not be relied upon by you in any other capacity or for any other purpose and may not be used or relied upon by any other Person for any purpose without our express prior written consent.

Very truly yours,

[Counsel to the Concessionaire]

SCHEDULE 10

Form of Memorandum of Lease

MEMORANDUM OF PITTSBURGH PARKING FACILITIES SYSTEM  
CONCESSION AND LEASE AGREEMENT

THIS MEMORANDUM OF PITTSBURGH PARKING FACILITIES SYSTEM CONCESSION AND LEASE AGREEMENT (this “Memorandum”) is dated as of the \_\_\_\_ day of \_\_\_\_\_, 2010, and effective as of the \_\_\_\_ day of \_\_\_\_\_, 2010, by and among 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 (“Landlord”), the **CITY OF PITTSBURGH**, a municipality and 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”), and \_\_\_\_\_, a \_\_\_\_\_ (“Tenant”).

W I T N E S S E T H:

WHEREAS, Landlord, the City and Tenant have entered into the Pittsburgh Public Parking Facilities System Concession and Lease Agreement dated as of \_\_\_\_\_, 2010 (the “Agreement”);

WHEREAS, Section 5514 of Chapter 55 of Title 53 of the Pennsylvania Consolidated Statutes, commonly known as the “Parking Authority Law”, provides that the Authority may transfer the Property (as hereinafter defined) to the City upon the termination of the Authority pursuant to Section 5514 of the Parking Authority Law;

WHEREAS, the City is a party to this Memorandum because, pursuant to Section 1.16 of the Agreement, in the event of the transfer of the Property by the Authority to the City pursuant to Section 5514 of the Parking Authority Law or otherwise by operation of law, the City shall succeed to all of the rights and assume all of the obligations of the Authority under the Agreement; and

WHEREAS, pursuant to the Agreement, Landlord has leased to Tenant the Property (the “Lease”), and the parties to the Agreement have signed this Memorandum to evidence certain terms and conditions of the Agreement pertaining to the Lease.

NOW, THEREFORE, Landlord, the City and Tenant, intending to be legally bound hereby, set forth the following information with respect to the Lease:

1. The name of Landlord is the Public Parking Authority of Pittsburgh.
2. The name of Tenant is \_\_\_\_\_.
3. The addresses of the parties to the Agreement are:

Landlord: \_\_\_\_\_

Attn: \_\_\_\_\_

Tenant: \_\_\_\_\_

Attn: \_\_\_\_\_

City: \_\_\_\_\_

Attn: \_\_\_\_\_

4. The Agreement is dated as of \_\_\_\_\_, 2010.
5. The description of the demised premises as set forth in the Lease is as set forth on Exhibit A attached hereto and made a part hereof (the "Property").
6. The date of commencement of the term of the Lease is \_\_\_\_\_, 2010 (the "Commencement Date").
7. The initial term of the Lease expires on the fiftieth anniversary of the Commencement Date (or such later date as required pursuant to the terms of the Agreement to effect a Delay Event Remedy (as defined in the Agreement) or to provide AA-Compensation (as defined in the Agreement) through an extension of the term of the Lease), unless sooner terminated in accordance with the provisions of the Agreement.
8. The Agreement provides for rights of extension of the Lease as follows:  
(i) if a Delay Event (as defined in the Agreement) occurs as described in Section 15.1(d) of the Agreement, then Tenant shall have the right to extend the initial term of the Lease for a period that would be sufficient so to compensate Tenant and to restore Tenant to the same economic position as Tenant would have been in had such Delay Event not occurred, all in accordance with the terms and conditions of Section 15.1(d) of the Agreement and (ii) if certain Adverse Actions (as defined in the Agreement) occur as described in Section 14.1(b) of the Agreement, then Tenant shall have the right to extend the initial term of the Lease to the extent permitted by Law (as defined in the Agreement) and to the extent that any extension of the term of the Lease provides the full amount of

AA-Compensation, all in accordance with the terms and conditions of Section 14.1(b) of the Agreement.

9. Information regarding the Lease may be obtained from any of the undersigned parties hereto at their respective addresses noted in Section 3 above.
10. All terms and conditions of the Agreement are hereby incorporated herein by reference as if fully set forth herein. This Memorandum has been entered into for the sole purpose of placing the Agreement of record and shall not be deemed to amend, modify, supplement, or change any of the terms and conditions of the Agreement in any respect whatsoever. To the extent of any conflict between this Memorandum and the Agreement, the terms of the Agreement shall govern and control. This Memorandum may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute and be construed as one and the same instrument.

*[Signatures on Following Page]*

IN WITNESS WHEREOF, Landlord, Tenant and the City have executed this Memorandum as of the day and year first above written.

**LANDLORD:**

PUBLIC PARKING AUTHORITY OF  
PITTSBURGH

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**TENANT:**

\_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**CITY:**

CITY OF PITTSBURGH

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_







STATE OF \_\_\_\_\_ )  
 )  
COUNTY OF \_\_\_\_\_ ) SS:

On this \_\_\_ day of \_\_\_\_\_, 2010, before me, the undersigned officer, personally appeared \_\_\_\_\_, who acknowledged himself/herself to be the \_\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_, and that he/she, as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the company by himself/herself as such officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

\_\_\_\_\_  
Notary Public

My commission expires:

Exhibit A

**Legal Description of Property**

## SCHEDULE 11

### Advertising Policy

1. All advertising shall comply with all applicable Laws, including all generally applicable ordinances, rules, regulations, requirements and specifications promulgated by the Authority.
2. Commercial advertising that proposes transactions that would constitute unlawful discrimination or would be illegal for any other reason is not permitted.
3. Advertising that is legally obscene is not permitted. In addition, sexually explicit advertising depicting nudity (male or female genitals, pubic areas or buttocks with less than a fully opaque covering; female breasts with less than a fully opaque covering or any part of the areola or nipples; or the covered genitals in a discernibly turgid or otherwise recognizable state) or sexual intercourse or other sexual acts is not permitted.
4. Advertising that portrays graphic violence, such as through the depiction of human or animal bodies, body parts or fetuses in states of mutilation, dismemberment, disfigurement or decomposition, is not permitted.
5. Advertising that is directed to inciting or producing imminent lawless action and is likely to incite or produce such action, including unlawful action based on a person's or persons' race, color, sex, age, religion, disability, national origin, ancestry, sexual orientation, marital or parental status, military discharge status or source of income, is not permitted.
6. Advertising shall not contain City or Authority graphics or representations without the express written Approval of the City or the Authority, as applicable.
7. No advertising containing or conveying an implied or declared City or Authority endorsement, rejection or opinion respecting any product or service is permitted.
8. The Concessionaire shall not place advertising on the public way within the boundaries of the City without the Approval of the City, which the City may withhold at its discretion.

## SCHEDULE 12

### List of Authorizations

1. Parking Lot/Garage Licenses issued by the Pittsburgh Bureau of Building Inspection for the following lots and garages:

Lot/Garage Name	Lot/Garage Address	License No.
Brookline Boulevard	916 Brookline Boulevard	143
Homewood Zenith	Kelly & Zenith Street	144
Main & Alexander	431 Main Street	146
Walter Warrington	714/18 Warrington Avenue	147
Ninth & Penn	136 9 <sup>th</sup> Street	148
18 <sup>th</sup> & Sidney	72 S. 18 <sup>th</sup> & Sidney	149
Forbes Shady	1648 Shady Avenue	151
Beacon Bartlett	5733 Beacon Street	152
Sheridan Kirkwood	6117 Kirkwood Street	154
Sheridan Harvard	6226 Harvard Street	155
Ivy Bellefonte	726 Ivy Street	156
Harvard Beatty	5910 Harvard Street	157
Douglass-Phillips	5819 Phillips Avenue	158
12 <sup>th</sup> & Carson	1217 East Carson Street	160
Forbes & Murray	5801/07 Forbes Avenue	161
Penn Circle North	5900 Penn Circle North	162
East Ohio Street	529 Foreland Street	163
Shiloh Street	118 Virginia Avenue	164
42 <sup>nd</sup> & Butler Streets	4200 Butler Street	168
Forbes Semple	3550 Forbes Avenue	169
Ansley Beatty	121 Beatty Street North	172
Brownsville Sankey	2707 Brownsville Road	173
Friendship Cedarville	203/33 Cedarville	175
Tamello Beatty	135 Tamello & Beatty	177
Eva Beatty	120 South Beatty Street	178
Mellon Square	529 Smithfield Street	179
Third Avenue	Third Avenue	180
Ft. Duquesne & 6 <sup>th</sup>	Ft. Duquesne Boulevard & 6 <sup>th</sup>	235
Smithfield Liberty	629 Smithfield Street	236
Beechview	1541 Beechview Avenue	247
JCC/Forbes	5738 Forbes Avenue	281
Astroid Warrington	65 Astroid Way	398
Wood Allies	238 Boulevard of the Allies	402
19 <sup>th</sup> & Carson	1916 East Carson Street	409
First Avenue	600 First Avenue	463
Bellefonte	714 Bellefonte Street	482
18 <sup>th</sup> & Carson Street	1800 East Carson Street	514
Second Avenue	1250 Second Avenue	581
Oliver Garage	301 Fifth Avenue	590
Observatory Hill	3901 Perrysville Avenue	609
Taylor Street	220 Taylor Street	726
20 <sup>th</sup> & Sidney	705 S. 20 <sup>th</sup> Street	840
5224 Butler Street	5224 Butler Street	842
Grant Street Transportation	55 11 <sup>th</sup> Street	897

2. Occupancy Permits issued by the Pittsburgh Bureau of Building Inspection for the following lots and garages:

Lot/Garage Name	Lot/Garage Address
Grant Street Transportation	55 11 <sup>th</sup> Street
18 <sup>th</sup> & Sidney	72 S. 18 <sup>th</sup> & Sidney
20 <sup>th</sup> & Sidney	705 S. 20 <sup>th</sup> Street
Ninth & Penn	136 9 <sup>th</sup> Street
Astroid Warrington	65 Astroid Way
Beacon Bartlett	5733 Beacon Street
Eva Beatty	120 South Beatty Street
Ansley Beatty	121 Beatty Street North
Beechview	1541 Beechview Avenue
Shadyside	714 Bellefonte Street
Wood Allies	238 Boulevard of the Allies
Brookline Boulevard	916 Brookline Boulevard
Brownsville Sankey	2707 Brownsville Road
42 <sup>nd</sup> & Butler Streets	4200 Butler Street *
5224 Butler Street	5224 Butler Street
18 <sup>th</sup> & Carson	1800 East Carson Street
12 <sup>th</sup> & Carson	1217 East Carson Street
19 <sup>th</sup> & Carson	1916 East Carson Street
Friendship Cedarville	203/33 Cedarville
Oliver Garage	301 Fifth Avenue
First Avenue	600 First Avenue
Forbes & Murray	5801/07 Forbes Avenue
JCC/Forbes	5738 Forbes Avenue
East Ohio Street	529 Foreland Street
Third Avenue	238 Fourth Avenue *
Ft. Duquesne & 6 <sup>th</sup>	Ft. Duquesne Boulevard & 6 <sup>th</sup>
Sheridan Harvard	6226 Harvard Street
Harvard Beatty	5910 Harvard Street
Ivy Bellefonte	726 Ivy Street *
Homewood Zenith	Kelly & Zenith Street
Sheridan Kirkwood	6117 Kirkwood Street *
Main & Alexander	431 Main Street
Forbes Semple	3550 Forbes Avenue
Penn Circle North	5900 Penn Circle North
Observatory Hill	3901 Perrysville Avenue
Douglass-Phillips	5819 Phillips Avenue *
Second Avenue	1250 Second Avenue
Forbes Shady	1648 Shady Avenue
Smithfield Liberty	629 Smithfield Street
Mellon Square	529 Smithfield Street *
Tamello Beatty	135 Tamello & Beatty *
Taylor Street	220 Taylor Street
Shiloh Street	118 Virginia Avenue
Walter Warrington	714/18 Warrington Avenue

\* No occupancy permit available

3. The following Elevator Permits issued by the Pennsylvania Department of Labor and Industry:
  - (a) Grant Street Transportation Center (55 Eleventh Street) – Certificates of Operation for two permit numbers (200816623 and 200816624); both expire November 30, 2010.
  - (b) Ninth and Penn Parking Garage (130 Ninth Street) – Certificates of Operation for two permit numbers (195801963 and 195801964); both expire May 31, 2011.
  - (c) First Avenue Garage (600 First Avenue) – Certificates of Operation for four permit numbers (200106107, 200106443, 200106444, and 200005812); all expire May 31, 2011.
  - (d) Forbes Semple Parking Garage (210 Meyran Avenue) – Certificates of Operation for two permit numbers (197718473 and 197718474); both expire October 31, 2010.
  - (e) Third Avenue Garage (238 Fourth Avenue) – Certificates of Operation for two permit numbers (195200454 and 195701638); both expire October 31, 2010.
  - (f) Sixth Street Parking Garage (126 Sixth Street) – Certificates of Operation for three permit numbers (195802123, 195802124, and 195802125); all expire September 30, 2012.
  - (g) Oliver Garage (301 Fifth Avenue) – Certificates of Operation for two permit numbers (199700805 and 199701380); both expire September 30, 2012.
  - (h) Mellon Square Parking Garage (528 Smithfield & Sixth Street) – Certificates of Operation for two permit numbers (199535539 and 199535540); both expire March 31, 2011.
  - (i) Wood Allies Parking (228 Boulevard of the Allies) – Certificates of Operation for three permit numbers (198323053, 198323054 and 198323055); all expire June 30, 2011.
  - (j) Smithfield Street Parking (629 Smithfield Street) – Certificates of Operation for three permit numbers (196406672, 196406673, and 196406674); all expire March 31, 2011.
4. Certificate of Boiler or Pressure Vessel Operation issued by the Pennsylvania Department of Labor and Industry for the Third Avenue facility – Certificate for cast iron steam heating equipment; certificate expires on June 29, 2012.

## SCHEDULE 13

### Insurance Policies

1. Business Auto Insurance Policy issued by Liberty Mutual Insurance Group/Boston to Public Parking Authority of Pittsburgh
  - (a) Policy Number: AS2-Z81-025171-039
  - (b) Policy Period: 10/1/09 – 10/1/10
  - (c) Premium: \$64,750
  - (d) Insurance Limits: \$1,000,000
  - (e) Deductible: \$500
  
2. Commercial Crime Insurance Policy issued by Liberty Mutual Insurance Group/Boston to Public Parking Authority of Pittsburgh
  - (a) Policy Number: YC2-Z81-025171-029
  - (b) Policy Period: 10/1/09 – 10/1/10
  - (c) Premium: \$4,510
  - (d) Insurance Limits:
    - (i) \$1,000,000 per occurrence for employee theft claims;
    - (ii) \$100,000 per occurrence for forgery or alteration claims;
    - (iii) \$250,000 per occurrence for theft of money and securities inside the premises claims; and
    - (iv) \$250,000 per occurrence for outside the premises claims.
  - (e) Deductible:
    - (i) \$10,000 for employee theft claims;
    - (ii) \$2,500 for forgery or alteration claims;
    - (iii) \$2,500 for theft of money and securities inside the premises claims; and
    - (iv) \$2,500 for outside the premises claims.



3. Non-Profit Directors, Officers and Employees Liability and Reimbursement Insurance Policy issued by Zurich American Insurance Company to Pittsburgh Parking Authority
  - (a) Policy Number: DOC9376598 06
  - (b) Policy Period: 10/1/09 – 10/1/10
  - (c) Premium: \$25,000
  - (d) Insurance Limits: \$3,000,000 per loss and \$3,000,000 per policy period.
  - (e) Deductible: \$50,000
  
4. Commercial General Liability Insurance Policy issued by Liberty Mutual Insurance Group/Boston to Public Parking Authority of Pittsburgh
  - (a) Policy Number: TB7-Z81-025171-049
  - (b) Policy Period: 10/1/09 – 10/1/10
  - (c) Premium: \$168,060 (plus a \$1,713 terrorism surcharge)
  - (d) Insurance Limits:
    - (i) \$1,000,000 per occurrence limit;
    - (ii) \$1,000,000 limit for damage to premises rented to insured for any one premises;
    - (iii) \$5,000 medical expense limit for any one person;
    - (iv) \$1,000,000 personal and advertising injury limit for any one person or organization;
    - (v) \$2,000,000 general aggregate limit; and
    - (vi) \$2,000,000 products/completed operations aggregate limited.
  - (e) Deductible: \$5,000 per occurrence for property damage liability and/or bodily injury liability
  
5. Commercial Property Insurance Policy issued by Liberty Mutual Fire Insurance Company to Public Parking Authority of Pittsburgh
  - (a) Policy Number: YU2-L8L-025171-059
  - (b) Policy Period: 10/1/09 – 10/1/10
  - (c) Premium: \$82,154 (plus a \$1,307 terrorism surcharge)

- (d) Insurance Limits:
    - (i) \$175,602,731 blanket real property limit;
    - (ii) \$3,000,000 blanket personal property limit;
    - (iii) \$8,000,000 blanket loss of business income limit;
    - (iv) \$500,000 blanket extra expense limit;
    - (v) \$200,000 sub-limit for real property consisting of open air parking stations;
    - (vi) \$1,000,000 per occurrence and per policy year earth movement coverage limit;
    - (vii) \$5,000,000 per occurrence and per year d coverage limit for all covered locations except for 136 Ninth Street, Pittsburgh, PA;
    - (viii) \$1,000,000 per occurrence and per year flood coverage limit for 136 Ninth Street, Pittsburgh PA; and
    - (ix) \$1,000,000 interruption of services coverage extension limit.
  - (e) Deductible:
    - (i) \$25,000 per occurrence generally;
    - (ii) \$1,000 for central open air parking stations coverage;
    - (iii) \$500 deductible for personal property coverage for radios and hand held computers; and
    - (iv) \$5,000,000 deductible for equipment breakdown – demolition cost, equipment breakdown – increased construction cost and equipment breakdown – operation of building laws.
6. Excess/Umbrella Commercial Liability Policy issued by Employers Insurance Company of Wausau to Public Parking Authority of Pittsburgh
- (a) Policy Number: THC-Z81-025171-069
  - (b) Policy Period: 10/1/09 – 10/1/10
  - (c) Premium: \$23,498
  - (d) Insurance Limits: \$3,000,000 per occurrence limit and \$3,000,000 aggregate limit
  - (e) Self-Insured Retention: \$10,000

7. Workers Compensation and Employers Liability Insurance Policy issued by Highmark Casualty Insurance Company
  - (a) Policy Number: HCPA001201
  - (b) Policy Period: 10/1/09 – 10/1/10
  - (c) Premium: \$156,944
  - (d) Insurance Limits: For the employers liability insurance: (1) \$500,000 each accident for bodily injury by accident, (2) \$500,000 policy limit for bodily injury by disease and (3) \$500,000 each employee for bodily injury by disease.
  
8. Fiduciary Responsibility Insurance Policy issued by Travelers Casualty and Surety Company of America
  - (a) Policy Number: 103961042
  - (b) Policy Period: 11/13/08 – 11/13/10
  - (c) Premium: \$4,272.00
  - (d) Insurance Limit: \$2,000,000
  - (e) Deductible: \$10,000
  
9. Standard Flood Insurance Policy issued by Selective Insurance Company of Southeast
  - (a) Location: 714 Bellefonte Street, Pittsburgh, PA 15232
    - (i) **Policy Number**: FLD1002283
    - (ii) **Policy Period**: 9/23/09 – 9/23/10
    - (iii) **Premium**: \$2,598
    - (iv) **Insurance Limit**: \$500,000 for building; \$5,300 for contents
    - (v) **Deductible**: \$500 for building; \$500 for contents
  - (b) Location: 3526-3550 Forbes Avenue, Pittsburgh, PA 15213
    - (i) **Policy Number**: FLD1002281
    - (ii) **Policy Period**: 9/23/09 – 9/23/10
    - (iii) **Premium**: \$2,598
    - (iv) **Insurance Limit**: \$500,000 for building; \$5,300 for contents

- (v) **Deductible:** \$500 for building; \$500 for contents
- (c) Location: Oliver Garage, Corner of Fifth Avenue & Wood Street, Pittsburgh, PA 15222
  - (i) **Policy Number:** 0000084411
  - (ii) **Policy Period:** 10/1/09 – 10/1/10
  - (iii) **Premium:** \$2,488
  - (iv) **Insurance Limit:** \$500,000 for building; \$48,600 for contents
  - (v) **Deductible:** \$1,000 for building; \$1,000 for contents
- (d) Location: Allies-Public Parking Garage, Wood Street & 232 Boulevard of the Allies, Pittsburgh, PA 15222
  - (i) **Policy Number:** 0000039897
  - (ii) **Policy Period:** 2/6/10 – 2/6/11
  - (iii) **Premium:** \$7,182
  - (iv) **Insurance Limit:** \$500,000 for building; \$500,000 for contents
  - (v) **Deductible:** \$1,000 for building; \$1,000 for contents
- (e) Location: 660 First Avenue, Pittsburgh, PA 15222
  - (i) **Policy Number:** FLD1013129
  - (ii) **Policy Period:** 2/23/10 – 2/23/11
  - (iii) **Premium:** \$2,066
  - (iv) **Insurance Limit:** \$500,000 for building; \$5,000 for contents
  - (v) **Deductible:** \$1,000 for building; \$1,000 for contents
- (f) Location: 215 3rd Avenue, Pittsburgh, PA 15222
  - (i) **Policy Number:** 0000040019
  - (ii) **Policy Period:** 2/26/10 – 2/26/11
  - (iii) **Premium:** \$2,756
  - (iv) **Insurance Limit:** \$500,000 for building; \$5,000 for contents
  - (v) **Deductible:** \$1,000 for building; \$1,000 for contents

- (g) Location: 118-142 9th Street, Pittsburgh, PA 15222
  - (i) **Policy Number:** 0000040018
  - (ii) **Policy Period:** 2/26/10 – 2/26/11
  - (iii) **Premium:** \$2,756
  - (iv) **Insurance Limit:** \$500,000 for building; \$5,000 for contents
  - (v) **Deductible:** \$1,000 for building; \$1,000 for contents
  
- (h) Location: Smithfield Street & Liberty Avenue, Pittsburgh, PA 15222
  - (i) **Policy Number:** 0000040230
  - (ii) **Policy Period:** 3/14/10 – 3/14/11
  - (iii) **Premium:** \$2,756
  - (iv) **Insurance Limit:** \$500,000 for building; \$5,000 for contents
  - (v) **Deductible:** \$1,000 for building; \$1,000 for contents
  
- (i) Location: Fort Duquesne Boulevard & Sixth Street, Pittsburgh, PA 15222
  - (i) **Policy Number:** 0000040231
  - (ii) **Policy Period:** 3/14/10 – 3/14/11
  - (iii) **Premium:** \$2,756
  - (iv) **Insurance Limit:** \$500,000 for building; \$5,000 for contents
  - (v) **Deductible:** \$1,000 for building; \$1,000 for contents
  
- (j) Location: 528-548 Smithfield Street, Pittsburgh, PA 15222
  - (i) **Policy Number:** 0000040232
  - (ii) **Policy Period:** 3/18/10 – 3/18/11
  - (iii) **Premium:** \$2,756
  - (iv) **Insurance Limit:** \$500,000 for building; \$5,000 for contents
  - (v) **Deductible:** \$1,000 for building; \$1,000 for contents

# SCHEDULE 14

## Competing Parking Area Map



**— Competing Parking Area Boundary**

## SCHEDULE 15

### Metered Parking Enforcement Standards

With regards to the issuance of parking tickets or citations with respect to the Metered Parking Spaces and parking regulations in general, all parking enforcement activities conducted by either the Government Parties or the Concessionaire must meet the following standards by January 1, 2012 in accordance with Section 7.4:

- 1) Parking enforcement efforts shall have the stated goals of:
  - a) Ensuring public safety, reducing vehicular congestion and facilitating effective delivery of services by managing parking in the City's right of way; and
  - b) Increasing payment compliance at Metered Parking Spaces and reducing instances of illegal parking through deterrence by the issuance of violations for all parking infractions within and around all metered parking areas.
- 2) The Authority and the Concessionaire shall cooperate and share information with regards to parking violation issuances, enforcement scheduling and any other information deemed necessary to provide an effective parking enforcement program.
- 3) The Authority shall provide the Concessionaire with a schedule on a weekly basis of daily enforcement patrol routes and assignments. This schedule shall be set one week in advance, and should vary from the schedule put forth during the four (4) weeks prior.
  - a) The schedule must include routes detailing when personnel will be located in which areas and at what specific times.
  - b) Each Metered Parking Space must be scheduled for daily patrol at least once every 120 minutes during the time of day that the meter is in effect.
  - c) In addition, at least 10 days prior to the beginning of each quarter the Concessionaire may provide selected Parking Lots ("Designated Lots"), which may include no more than 25% of the total Parking Lots. During the following quarter, the Authority will be required to schedule patrol for each Metered Parking Space within the Designated Lots at least once every 60 minutes during the time of day that the meter is in effect.
  - d) Enforcement officers shall ticket vehicles parked in violation of Metered Parking Spaces. A vehicle cited for parking at an expired metered space may be issued subsequent violations for each time period where payment would have otherwise been required.

4) The Authority and the Concessionaire must equip their enforcement personnel and vehicles with global positioning system (“GPS”) capabilities.

- a) This tool will allow the Authority to assign its staff more effectively and address conditions in the field.
- b) The GPS functionality must enable the Authority and the Concessionaire to select different tracking features, including the definition of geographic boundaries that would provide both the Authority and the Concessionaire with alerts when enforcement personnel have left those boundaries.



**SCHEDULE 16**

**Authority Contributions to the Fund Through August 9, 2010**

Parking Facilities System Resolution

Parking Facilities System Ordinance

Parking Authority Term Ordinance

Western Pennsylvania Teamsters and Employers  
Pension Fund Memorandum of Understanding

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“MOU”) is among the Public Parking Authority of Pittsburgh (“Authority”), the Western Pennsylvania Teamsters and Employers Pension Fund (“Fund”), and Pittsburgh Parking Partners, LLC (“Concessionaire”) (collectively, the “Parties”).

**WHEREAS**, the Authority and the Teamsters Automotive Chauffeurs, Parts, Garage, Office Clerical, Airline, Health Care, Petroleum Industry, Produce, Bakery and Industrial Workers within Western Pennsylvania and Joint Council # 40, Local Union No. 926, Affiliated with the International Brotherhood of Teamsters are parties to a collective bargaining agreement (“Teamster CBA”); and

**WHEREAS**, the Teamster CBA requires the Authority to contribute to the Fund; and

**WHEREAS**, pursuant to that certain Pittsburgh Public Parking Facilities System Concession and Lease Agreement dated \_\_\_\_\_, 2010 between the Authority and Concessionaire (“Agreement”), the Authority will lease the parking facilities covered by the CBA (“Parking Facilities System”) to the Concessionaire; and

**WHEREAS**, under the Agreement, the Concessionaire or an Operator hired by the Concessionaire will operate the Parking Facilities System (“Operator), and the Concessionaire or the Operator will offer employment to the employees covered by the Teamster CBA, assume the Teamster CBA sign a Participation Agreement with the Fund in the form attached hereto as Exhibit 1, and contribute to the Fund as required; and

**WHEREAS**, the Authority takes the position that the transaction contemplated by the Agreement could be structured to comply with Section 4204 of the Employee Income Security Retirement Act (“ERISA”) and, therefore, would not cause the Authority to withdraw from the Fund and become obligated to pay withdrawal liability under the Multiemployer Pension Plan Amendments Act of 1980 (“MPPAA”); and

**WHEREAS**, the Fund takes the position that the transaction contemplated by the Agreement could not be structured to comply with Section 4204 of ERISA and, therefore, would cause the Authority to withdraw from the Fund and become obligated to pay withdrawal liability under MPPAA; and

**WHEREAS**, the resolution of the foregoing dispute will materially impact the Authority’s and the Concessionaire’s ability to complete the transaction contemplated by the Agreement; and

**WHEREAS**, the Authority, the Fund, and the Concessionaire are willing to amicably resolve this dispute by agreeing to the following terms and conditions.

**NOW THEREFORE**, for good and valuable consideration and intending to be legally bound, the Authority, the Fund, and the Concessionaire hereby agree as follows:

1. The foregoing recitals are true and correct and are incorporated herein.

2. If the Concessionaire operates the Parking Facilities System, it shall offer employment to the employees covered by the Teamster CBA, assume the Teamster CBA, sign a Participation Agreement with the Fund in the form attached hereto as Exhibit 1, and contribute to the Fund as required.

3. If the Concessionaire retains an Operator to operate the Parking Facilities System, or replaces any such Operator with another Operator ("Replacement Operator"), or substitutes one Replacement Operator with another Replacement Operator, then the Concessionaire shall cause the Operator or Replacement Operator (as applicable) to offer employment to the employees covered by the Teamster CBA, assume the Teamster CBA (or any successor) sign a Participation Agreement with the Fund in the form attached hereto as Exhibit 1, and contribute to the Fund as required.

4. The Fund will **not** treat the Authority's permanent cessation of the obligation to contribute to the Fund, or the permanent cessation of the Authority's covered operations, which in either case arises from the transactions contemplated by the Agreement, as constituting a withdrawal from the Fund that would require the Authority to pay any withdrawal liability under MPPAA.

5. Additionally, the Fund will **not** treat a transaction described in Section 3 as the Concessionaire's, an Operator's, or a Replacement Operator's permanent cessation of the obligation to contribute to the Fund, as the permanent cessation of their covered operations, or as otherwise constituting a withdrawal from the Fund that would require the Concessionaire, the Operator, or the Replacement Operator to pay any withdrawal liability under MPPAA.

6. If the Concessionaire withdraws from the Fund under MPPAA in a complete or a partial withdrawal (with the partial withdrawal being determined as provided for below), then:

(a) The occurrence of the partial withdrawal and the amount of any partial or complete withdrawal liability shall be determined by including, as relevant to the pertinent calculation and without regard to Section 4204 of ERISA, the total contribution base units the Authority and the Concessionaire reported (or should have reported) to the Fund, and the total amounts the Authority and the Concessionaire contributed (or should have contributed) to the Fund; and

(b) If the withdrawal occurs during the first five plan years commencing with the first plan year beginning after the Closing Date, and if the Concessionaire fails to pay the withdrawal liability when due, then the Authority shall be secondarily liable for the Concessionaire's withdrawal liability, up to the amount of the withdrawal liability that the Authority would have incurred if the transaction contemplated by the Agreement was treated as having caused the Authority to withdraw from the Fund.

7. If the Concessionaire retains an Operator or a Replacement Operator to operate the Parking Facilities System and the Operator or the Replacement Operator withdraws from the

Fund under MPPAA in a complete or partial withdrawal (with the partial withdrawal being determined as provided for below), then:

- (a) The occurrence of the partial withdrawal and the amount of any partial or complete withdrawal liability shall be determined by including, as relevant to the pertinent calculation and without regard to Section 4204 of ERISA, the total contribution base units the Authority, the Concessionaire, the Operator, and the Replacement Operator (as applicable) reported (or should have reported) to the Fund, and the total amounts the Authority, the Concessionaire, the Operator, and the Replacement Operator (as applicable) contributed (or should have contributed) to the Fund;
- (b) The Concessionaire shall guarantee the Operator's and the Replacement Operator's payment of the withdrawal liability; and
- (c) If the withdrawal occurs during the first five plan years commencing with the first plan year beginning after the Closing Date, and if the Concessionaire, Operator, and/or Replacement Operator fail to pay the withdrawal liability when due, then the Authority shall be secondarily liable for the withdrawal liability, up to the amount of the withdrawal liability that the Authority would have incurred if the transaction contemplated by the Agreement was treated as having caused the Authority to withdraw from the Fund.

8. Solely for purposes of effectuating the intent of the parties regarding withdrawal liability under MPPAA, the representations, warranties and undertakings made by the Concessionaire and any Operator or Replacement Operator shall be considered to be the equivalent of assuming an ongoing, uninterrupted obligation to contribute to the Fund by the Concessionaire and any Operator or Replacement Operator, notwithstanding the possibility the Concessionaire may not actually contribute to the Fund.

9. This MOU shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, without giving effect to the principles of conflicts of law.

10. This MOU reflects the complete understanding between the Parties concerning its subject matter, and supersedes any and all prior agreements, promises, representations or inducements concerning that subject matter including, by way of clarification and not limitation, any contrary positions in the form of Participation Agreement attached as Exhibit 1.

11. This MOU may be executed in one or more counterparts, each of which will be considered an original instrument and all of which together will be considered one and the same agreement and will become effective when all executed counterparts have been delivered to all of the respective Parties. Delivery of executed pages by facsimiles transmission or e-mail will constitute effective and binding execution and delivery of this Agreement.

12. This MOU shall be binding upon and shall inure to the benefit of the Parties hereto and each of their respective successors and assigns.



**IN WITNESS WHEREOF** the Parties enter into this MOU on the dates set forth below.

**PUBLIC PARKING AUTHORITY OF PITTSBURGH**

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

**WESTERN PENNSYLVANIA TEAMSTERS AND  
EMPLOYERS PENSION FUND**

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

**CONCESSIONAIRE**

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

**EXHIBIT 1 FUND PARTICIPATION  
AGREEMENT**

**WESTERN PENNSYLVANIA  
TEAMSTERS AND EMPLOYERS PENSION FUND**

49 AUTO WAY • PITTSBURGH, PA 15206-3663  
(412) 362-4200 • TOLL FREE (800) 362-4201 • FAX (412) 362-3133  
EMAIL: contactus@wpapensionfund.com • WEBSITE: http://www.wpapensionfund.com

**PARTICIPATION AGREEMENT**

The undersigned Employer, having entered into a written collective bargaining agreement, with a Local Union affiliated with Teamsters Joint Council No. 40, International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, which provides among other things for contributions to the WESTERN PENNSYLVANIA TEAMSTERS AND EMPLOYERS PENSION FUND ("FUND"), agrees to be bound by the FUND's Trust Agreement and Pension Plan, both originally executed on August 27, 1956 and as subsequently amended, and all of the rules and regulations heretofore and hereafter adopted by the FUND's Trustees pursuant to the Trust Agreement and Pension Plan, and all of the actions of the Trustees in administering the FUND in accordance with the Trust Agreement, the Pension Plan, and the adopted rules and regulations.

The undersigned Employer also hereby accepts as Employer Trustees the present Employer Trustees appointed under the Trust Agreement, and all such past or succeeding Employer Trustees as shall have been or will be appointed in accordance with the Trust Agreement, and further agrees to be bound by all actions taken by the Employer Trustees pursuant to the Trust Agreement, the Pension Plan, and the adopted rules and regulations.

This Participation Agreement shall become effective upon its acceptance by the Trustees and shall continue in effect until the undersigned Employer is no longer obligated, pursuant to a collective bargaining agreement with a Local Union, to make contributions to this FUND.

IN WITNESS WHEREOF, the Employer has executed this Participation Agreement this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

WITNESS

EMPLOYER

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

(If the Employer is a corporation, execution must be by an authorized corporate officer; if the Employer is a partnership, execution must be by all partners or by the managing partners; if the Employer is an individual, execution must be by the individual.)



**ACCEPTANCE OR REJECTION BY TRUSTEES**

The Trustees of the WESTERN PENNSYLVANIA TEAMSTERS AND EMPLOYERS PENSION FUND hereby accept (reject) the Participation Agreement of the above Employer, effective \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

UNION TRUSTEE

EMPLOYER TRUSTEE

\_\_\_\_\_

\_\_\_\_\_

*WESTERN PENNSYLVANIA  
TEAMSTERS AND EMPLOYERS PENSION FUND*

49 AUTO WAY - PO BOX 5260  
PITTSBURGH, PA 15206-0260

(412) 362-4200

TOLL FREE (800) 362-4201

FAX (412) 362-3133



**CENSUS FORM**

<u>NAME/ADDRESS</u>	<u>SOCIAL SEC NO.</u>	<u>DATE OF BIRTH</u> <u>MM/DD/YYYY</u>	<u>DATE OF HIRE</u> <u>MM/DD/YYYY</u>	<u>OCCUPATION OR</u> <u>CLASSIFICATION</u>
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EMPLOYER \_\_\_\_\_  
ADDRESS \_\_\_\_\_

LOCAL UNION # \_\_\_\_\_