

MONONGAHELA AND ALLEGHENY WHARF LEASE

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

BY AND BETWEEN

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

AND

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

WITNESSETH;

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

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

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

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

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

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

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

ARTICLE I

Authorization - Certifications

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

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

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

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

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

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

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

ARTICLE II

Improvements

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

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

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

ARTICLE. III

Term - Rental and Payment Thereof - Net Lease - Impositions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE IV

Utility Services - Insurance

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

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

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

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

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

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

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

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

ARTICLE V

Use and Occupancy - Subletting - Surrender

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

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

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

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

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

ARTICLE VI

Maintenance and Repair - Renovations by Tenant

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

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

ARTICLE VII

Tenant's Property

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

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

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

ARTICLE VIII

Entry of Leased Premises by Landlord

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

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

ARTICLE IX

Compliance with Laws, etc.

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

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

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

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

ARTICLE X

Condemnation - Damage or Destruction - Insurance Proceeds

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

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

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

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

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

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

ARTICLE XI

Default Provisions - Indemnity

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

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

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

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

ARTICLE XII

Modifications and Amendments

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

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

ARTICLE XIII

Miscellaneous

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

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

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

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

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

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

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

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

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

SCHEDULE A
Property Description

[to be supplied]