

TO B2
11/26/13

LEASE BETWEEN
HARRISBURG PARKING AUTHORITY, as Lessor
and
PENNSYLVANIA ECONOMIC DEVELOPMENT FINANCING AUTHORITY,
as Lessee
Dated as of
December 1, 2013

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LEASE

THIS LEASE (this "**Lease**") is made and entered into as of the 1st day of December, 2013 (the "**Effective Date**"), by and between the **HARRISBURG PARKING AUTHORITY** ("**Lessor**"), a Pennsylvania parking authority, organized and existing under the laws of the Commonwealth of Pennsylvania, as lessor, and the **PENNSYLVANIA ECONOMIC DEVELOPMENT FINANCING AUTHORITY** ("**Lessee**"), a body corporate and politic and an instrumentality of the Commonwealth of Pennsylvania, organized and existing under the laws of the Commonwealth of Pennsylvania, as lessee.

BACKGROUND OF LEASE

A. Lessee is a public instrumentality of the Commonwealth of Pennsylvania (the "**Commonwealth**") and a public body corporate and politic organized and existing under the Pennsylvania Economic Development Financing Law (Act No. 102, approved August 23, 1967, P.L. 251, as amended, including the amendments effected by Act No. 48, approved July 10, 1987, P.L. 273, and Act No. 74, approved December 17, 1993, P.L. 490), as amended and supplemented from time to time (the "**EDF Act**").

B. Under the EDF Act, Lessee is authorized and empowered to acquire hold, construct, improve, maintain, own, finance and lease projects, including facilities and activities which promote the purposes set forth in the EDF Act and to make contracts of every name and nature necessary or convenient for carrying out projects.

C. The EDF Act declares it to be in the public interest and policy of the Commonwealth to promote industrial, commercial and other economic development and to encourage economic development and efficiency within the Commonwealth by providing basic services and facilities and by providing financing for, inter alia, transportation systems and facilities of every kind, and facilities conducive to economic activity in the Commonwealth.

D. Under the EDF Act, Lessee is authorized to issue bonds, to secure the payment of such bonds by pledge, mortgage or assignment of all or any part of the property of Lessee, its revenues and receipts therefrom or its revenues generally, and to provide for the rights of the holders of such bonds in accordance with the provisions of the EDF Act.

E. Lessor, the City of Harrisburg (the "**City**"), and Lessee have entered into that certain Asset Transfer Agreement dated as of December __, 2013 (the "**Asset Transfer Agreement**"), pursuant to which the Lessor has agreed, inter alia, to lease certain Parking Facilities owned by the Lessor (including certain Parking Facilities to be acquired by Lessor from the City) to Lessee.

F. In accordance with the EDF Act, and pursuant to the terms and conditions of the Indenture (as said term is hereinafter defined), Lessee will issue its Pennsylvania Economic Development Financing Authority Parking Revenue Bonds (Capitol Region Parking Project), Series A, Series B, and Series C of 2013 (the "**Parking Bonds**") in the aggregate principal amount of \$270,000,000. Lessee will use all or a portion of the proceeds of the Parking Bonds for the purpose of (i) financing a portion of the cost of acquiring the Parking

Facilities; (ii) funding a Capital Reserve Fund; (iii) financing capitalized interest on Series B and Series C of 2013; and (iv) paying all or a portion of costs of issuance of the Parking Bonds (collectively, the "**Project**").

G. Concurrently with the issuance of the Parking Bonds, Lessee and Lessor have entered into this Lease pursuant to which Lessor, as lessor, is leasing to Lessee, as lessee, the land described in **Exhibits "A-1" through "A- "** hereto and all real property and improvements situated thereon (collectively, the "**Parking Facilities**") together with any and all fixtures, appliances, machinery, equipment and signage of any nature whatsoever which are now or hereinafter installed in, attached to or situated in or upon the Parking Facilities, and any and all tenements, hereditaments and appurtenances belonging to the Parking Facilities or any part thereof, or in any appertaining thereto, and all streets, alleys, passages, ways, water courses, easements and covenants now existing or hereinafter created for the benefit of the Parking Facilities and all rights to enforce the same, and all other rights, liberties and privileges of whatsoever kind or character pertaining to the Parking Facilities (collectively with the Parking Facilities, the "**Leased Premises**").

H. Assured Guaranty Municipal Corp. ("**AGM**") has agreed to provide credit enhancement with respect to Series C of 2013 of the Parking Bonds in the form of a municipal bond insurance policy and with respect to Series A of 2013, Series B of 2013, and Series C of 2013 of the Parking Bonds, in the form of a separate debt service reserve fund surety policy for each series of the Parking Bonds. Dauphin County, Pennsylvania (the "**County**") has agreed to provide credit enhancement with respect to Series B of 2013 and Series C of 2013 of the Parking Bonds in the form of a separate guaranty for each series of Parking Bonds (secondary to the AGM municipal bond insurance policy for Series C of 2013).

I. Lessee and Lessor intend that the Parking Bonds will constitute tax exempt bonds, so that interest on such Parking Bonds will not be included in the gross income of the recipients thereof under the Code. [MODIFY IF ANY PORTION OF THE PARKING BONDS ARE TAXABLE]

J. The Parking Bonds will be issued pursuant to that certain Trust Indenture dated as of the date hereof (the "**Indenture**"), between Lessee and U.S. Bank National Association, as trustee (together with any successor trustee, the "**Indenture Trustee**"), pursuant to which Lessee is issuing the Parking Bonds.

K. As the source of payment for and as security for the Parking Bonds, the Authority Notes, and any Additional Bonds (as defined in the Indenture) and its obligations under the Indenture, Lessee will deliver to the Indenture Trustee, inter alia, a first priority assignment of all Revenues dated as of the Effective Date (the "**Revenues Assignment**"), a first priority Open-End Leasehold Mortgage and Security Agreement, dated as of the Effective Date (the "**Initial Leasehold Mortgage**") on Lessee's Leasehold Estate (as said term is hereinafter defined), and a pledge and assignment of certain rights of Lessee under the Asset Transfer Agreement, the Parking Services Agreement, the Asset Management Agreement, the PEDFA Intergovernmental Cooperation Agreement entered into by Lessee and the City.

L. The leasehold estate created under this Lease, together with Lessee's title and interest in the Parking Facilities and other components of the Leased Premises, are sometimes herein collectively referred to as the "**Leasehold Estate**".

M. Simultaneously with the issuance of the Parking Bonds, Lessee and the Capitol Region Economic Development Council ("**CREDC**") as the initial Qualified Designee will enter into a Servicing Agreement (the "**Servicing Agreement**") pursuant to which Qualified Designee will administer and manage on behalf of Lessee the relationship between Lessee and Asset Manager and Parking Operator with respect to the Parking Facilities for a term provided therein and on the terms and conditions provided therein.

N. Simultaneously with the issuance of the Parking Bonds, Lessee will enter into that certain Asset Management Agreement (the "**Asset Management Agreement**") pursuant to which PK Harris Advisors, Inc., a Georgia corporation, an affiliate of Trimont Real Estate Advisors, Inc. ("**Initial Asset Manager**"), will serve as asset manager of the Parking Facilities for a term provided therein and on the terms and conditions provided therein.

O. Simultaneously with the issuance of the Parking Bonds, Asset Manager and Standard Parking Corporation (together with any replacement parking operator, "**Parking Operator**"), will enter into a Parking Services Agreement (a "**Parking Services Agreement**") pursuant to which Parking Operator will operate and maintain the Parking Facilities for a term provided therein and otherwise on the terms and conditions provided therein.

NOW, THEREFORE, in consideration of a portion of the "Acquisition Price" (as defined in the Asset Transfer Agreement) paid by Lessee to Lessor pursuant to the Asset Transfer Agreement concurrently with the effectiveness of this Lease, including delivery of the "Authority Notes, and other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the parties hereto agree as follows:

ARTICLE I DEFINITIONS AND INCORPORATION; INDENTURE

SECTION 1.01. Definitions Generally. As used in this Lease, (i) the plural includes the singular and the singular includes the plural, and words of any gender mean and include any other gender, (ii) 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, and (iii) the words "shall" and "will" have the same meaning.

SECTION 1.02. Defined Terms. Wherever used in this Lease, the following terms have the following meanings:

"**Additional Bonds**" has the meaning given it in the Indenture.

"**Additional Coverages**" has the meaning given it in Section 9.02.7.

"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 ten percent (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).

"Applicable Laws" means all applicable present and future orders, writs, injunctions, decrees, judgments, laws, ordinances, decisions, binding opinions, rulings, policies, statutes, codes, rules or regulations of all applicable federal, state and local governments, courts, departments, commissions, boards or agencies.

"Asset Management Agreement" means, the Asset Management Agreement between Lessee and the Asset Manager or any successor Asset Manager. The Asset Management Agreement shall qualify and be consistent with the conditions set forth under Rev. Proc. 97-13 or any successor revenue procedure, regulation or other official pronouncement of the Internal Revenue Service as to not result in private business use under § 141(b) of the Internal Revenue Code. Any agreement between Lessee and its Qualified Designee is not an Asset Management Agreement.

"Asset Manager" means the Asset Manager, or any other subsequent Person engaged by Lessee as a successor to the Initial Asset Manager for the Parking Facilities in accordance with this Lease, the Asset Transfer Agreement and the Indenture. The term does not include a Qualified Designee.

"Authority Notes" means those three certain Pennsylvania Economic Development Financing Authority Surplus Notes issued by Lessee pursuant to Section 2.13 of the Indenture, in the aggregate principal amount determined as provided in Section 2.1 of the Asset Transfer Agreement, for the benefit of Lessor, substantially in the form of the "Authority Note" attached as Schedule 18 to the Asset Transfer Agreement, together with all replacements thereof.

"Business Day" means any Day that is not a Saturday, a Sunday or a Day observed as a holiday by the City, the Commonwealth or the United States government or a day on which banks in the city in which the corporate trust offices of the Indenture Trustee are located, are required or authorized by law (including executive order) to close.

“**City**” has the meaning given it in the preamble to this Lease.

"**Code**" means the Internal Revenue Code of 1986, as the same may be amended from time to time and including all applicable Treasury regulations.

"**Commonwealth**" has the meaning given it in the Recitals.

“**Commonwealth Lease**” means that certain Vehicle Parking Lease providing for the lease of spaces in certain of the Parking Facilities by and between Lessee, as lessor, and the Commonwealth, as lessee.

“**Day**” means a calendar day, beginning at 12:01 a.m. Prevailing Eastern Time.

“**Designated Obligations**” has the meaning given it in Section 3.01.

"**EDF Act**" has the meaning given it in the Recitals.

“**Effective Date**” has the meaning given it in the heading of this Lease.

“**Emergency**” means a situation that is urgent and calls for immediate action, which, if such action is not taken, is reasonably likely to result in or create a serious risk of imminent harm or physical damage to any or all of the Parking Facilities or any natural Person.

“**Encumbrance**” means any mortgage, lien, judgment, execution, pledge, charge, security interest, restriction, easement, servitude, option, reservation, lease, sublease, claim, trust, deemed trust or encumbrance of any nature whatsoever, whether arising by operation of law, judicial process, contract, agreement or otherwise created, excluding leases and subleases entered into by Lessee as permitted by Section 10.2 hereof.

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

"**Environmental Approvals**" shall mean any approvals of any Governmental Authority, registration, identification numbers, bonds or other financial assurances and any other governmental order, directive or action pursuant to or required under any Environmental Law.

"**Environmental Claim**" shall mean any action, suit, proceeding, investigation, notice, claim, complaint, demand, request for information or other communication (written or oral) by any Person (including any Governmental Authority, citizens group or employee or former employee of such Person) alleging, asserting or claiming any actual or potential: (a) violation of Environmental Law, (b) liability under any Environmental Law or (c) liability for investigatory costs, cleanup costs, governmental response costs, natural resources damages, property damages, personal injuries, fines or penalties arising out of, based on, or resulting from, the presence or release into the environment of any Hazardous Substances to, at or from the Leased Premises.

"Environmental Law" means any Applicable Law regulating or imposing liability or standards of conduct concerning or relating to (i) the regulation, use or protection of human health or the Environment or (ii) the regulation, use or exposure to Hazardous Substances.

"Financing Documents" means the Indenture, this Lease, the Leasehold Mortgage, the Indenture Assignments, the Asset Management Agreement, the Parking Services Agreement, Collateral Assignment and Subordination of Parking Services Agreement, Collateral Assignment and Subordination of Asset Management Agreement, Assignment of Leases and Rents from Lessee to Indenture Trustee, Collateral Assignment and Security Agreement in Respect of Contracts, Licenses and Permits, and all ancillary documents executed by Lessor, Indenture Trustee or Lessee in connection with Lessee's financing of the Project; and each is a Financing Document.

"Foreclosure Notice" has the meaning given it in Section 15.06(a).

"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 and, unless expressly excluded, includes the City. The definition of Governmental Authority excludes Lessee.

"Hazardous Substance" means any solid, liquid, gas, odor, radiation or other substance or emission which is a contaminant, pollutant, dangerous substance, toxic substance, hazardous waste, subject waste, hazardous material or hazardous substance or that might pose a hazard to health or safety or the generation, manufacture, refining, production, processing, treatment, storage, handling, transportation, transfer, use, disposal, release, discharge, spoilage, seepage or filtration of which is or shall be restricted, prohibited or penalized by any Environmental Law or 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, asbestos and radon gas).

"Indenture" has the meaning given it in the Recitals.

"Initial Leasehold Mortgage" has the meaning given it in the Recitals.

"Lease" means this Lease between Lessor and Lessee.

"Leased Premises" has the meaning given it in the Recitals.

"Leasehold Estate" has the meaning given it in the Recitals.

"Leasehold Mortgage" has the meaning given it in Section 15.01(a).

"Leasehold Mortgagee" means the holder of a Leasehold Mortgage.

"Leasehold Mortgagee's Notice" has the meaning given it in Section 15.02(a).

"Leasehold Value" has the meaning given it in Section 10.01(b).

"Lessee" has the meaning given it in the preamble.

"Lessor" has the meaning given it in the preamble.

"Lessor's Option" has the meaning given it in Section 15.06(a).

"New Lease" has the meaning given it in Section 15.05(a).

"Operating Year" means (i) the period beginning on the Effective Date and ending on the following December 31, and (ii) each successive period of twelve calendar months thereafter beginning on January 1 and ending on December 31.

"Parking Bonds" has the meaning given it in the Recitals and includes all refunding bonds issued to refund the Parking Bonds and all Additional Bonds.

"Parking Facilities" has the meaning given it in the Recitals.

"Parking Operator" has the meaning given it in the Recitals, and includes any successor or permitted assigns.

"Parking Services Agreement" has the meaning given it in the Recitals.

"Party" means a party to this Lease and **"Parties"** means both of them.

"Permitted Encumbrances" has the meaning given it in Section 2.01 hereof.

"Permitted Lessee Encumbrance" means, with respect to the Leasehold Estate: (i) the Permitted Encumbrances, (ii) any Encumbrance that is being contested in accordance with Section 5.01(a) (but only for so long as such contest effectively postpones enforcement of any such Encumbrance); (iii) any (A) lien or security interest for obligations not yet due and payable to a contractor or other Person, (B) 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 and either (I) not delinquent or (II) which are being contested by Lessee (but only for so long as such contest effectively postpones enforcement of any such Encumbrance); (iv) 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 or Lessee's performance of any of its rights or obligations hereunder, and either (I) not delinquent or (II) which are being contested by Lessee (but only for so long as such contest effectively postpones enforcement of any such Encumbrance); (v) any right reserved to or vested in any Governmental Authority by any statutory provision or under common law; (vi) any other Encumbrance created by Lessee and permitted hereunder; (vii) 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; (viii) any

Encumbrance, security interest or pledge imposed upon Lessee as to Lessee's assets arising from borrowings, financings, leases or similar transactions in the ordinary course of business (including any leasehold mortgage (and financing statements or other means of perfection thereto) or any Encumbrance created, incurred, or assumed pursuant to the Indenture in connection with the issuance of the Parking Bonds); and (ix) any amendment, extension, renewal or replacement of any of the foregoing.

"Permitted Lessor Encumbrance" means, with respect to the fee interest in the Leased Premises: (i) the Permitted Encumbrances; (ii) the Leasehold Estate; (iii) any Encumbrance that is being contested, or being caused to be contested, by Lessor and disclosed in writing to Lessee (but only for so long as such contest effectively postpones enforcement of any such Encumbrance); and (iv) any Encumbrances created, incurred, assumed or suffered to exist by Lessee or any Person claiming through it.

"Permitted Uses" has the meaning given it in Section 2.03.

"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.

"Prevailing Eastern Time" means Eastern Standard Time or Eastern Daylight Time, as applicable in the Commonwealth on the relevant day.

"Property Taxes" means any ad valorem property tax attributable to the Parking Facilities or the Leasehold Estate, including an ad valorem tax on real property and improvements, building, structures, fixtures and tangible personal property and assessments for public improvements.

"Purchase Option" has the meaning given it in Section 10.01.

"Purchase Option Closing" has the meaning given it in Section 10.01.

"Purchase Option Notice" has the meaning given it in Section 10.01.

"Purchase Option Price" has the meaning given it in Section 10.01.

"Qualified Designee" means the entity from time to time selected by Lessee as its representative to administer and manage on behalf of Lessee the relationship between Lessee and Asset Manager and Parking Operator with respect to the Parking Facilities, which at all times shall be either a governmental entity or an organization determined to be exempt under Section 501(c)(3) of the Code, and is engaged under an agreement which shall not adversely affect the exclusion of the interest on the Parking Bonds from gross income for purposes of United States income tax, or another entity with respect to which Lessee has received an opinion of nationally recognized bond counsel that such entity may be the Qualified Designee without adversely affecting the tax exempt status of the Parking Bonds. Initially, the Qualified Designee is the Capitol Region Economic Development Council.

“**Rates**” means those amounts established, fixed, charged and collected for the use of and for the services furnished by the Parking Facilities.

“**Rate Covenants**” has the meaning given it in the Indenture.

“**Rent**” has the meaning given it in Section 4.01.

“**Representative**” means, with respect to any Person, any director, officer, employee, official, 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 or any professional advisor, consultant or engineer designated by such Person as its “Representative.”

“**Required Coverages**” has the meaning given it in Section 9.01.

“**Required Period of Operation**” means the Days and period or periods of time during each Day that a Parking Garage or Parking Lot is required to be operated and open for public parking as set forth on Exhibit “C”.

“**Revenues**” has the meaning given it in the Indenture.

“**Servicing Agreement**” has the meaning given it in the Recitals.

“**Taxes**” means any federal, state, local or foreign payroll, employment, withholding, social security, unemployment, disability, parking, or other similar tax payable, levied, collected, withheld or assessed against Lessee at any time with respect to the conduct of business with respect to the Parking Facilities, including any interest, penalty or addition thereto, whether disputed or not, excluding Property Taxes. If, due to a future change in the method of taxation, any other tax, however designated, is imposed in substitution for Taxes or any part thereof, then such other tax shall be included as “Taxes.”

“**Term**” has the meaning given it in Section 3.01.

“**Transfer**” means to sell, convey, assign, mortgage, encumber, pledge, transfer or otherwise dispose of, excluding any such transfers by Lessee permitted by Sections 12.02, 12.03, and 12.05.

SECTION 1.03. Asset Transfer Agreement. Where sections or provisions of the Asset Transfer Agreement are specifically incorporated into this Lease by reference, (i) such incorporation by reference shall also incorporate the Asset Transfer Agreement’s definitions of all defined terms used therein and the Asset Transfer Agreement’s exhibits and schedules referenced therein; and (ii) each incorporated section or provision shall be interpreted herein as if the term “Transferor” reads “Lessor,” “Transferee” reads “Lessee,” “Agreement” reads “Lease,” and “Parking System” and “Off-Street Parking System” reads “Leased Premises.”

SECTION 1.04. Indenture. Lessee covenants and agrees that it will not amend, supplement, modify or restate Article 5 of the Indenture, the definition of any defined term used in Article 5 of the Indenture, or any other provision of the Indenture that would be

materially adverse to Lessor, without the prior written consent of Lessor, which consent shall not be unreasonably withheld, conditioned or delayed.

ARTICLE II DEMISE OF LEASED PREMISES

SECTION 2.01. Demise of Leased Premises. Subject to the terms and conditions hereof, Lessor hereby demises and leases to Lessee, and Lessee hereby demises and leases from Lessor, upon the terms and provisions of this Lease, the Leased Premises, under and subject to the encumbrances set forth on Exhibit "B" hereto ("**Permitted Encumbrances**").

SECTION 2.02. "AS IS" Condition. Section 3.2 of the Asset Transfer Agreement is incorporated herein by reference.

SECTION 2.03. Permitted Use. The Leased Premises shall only be used for the construction, operation, maintenance, repair and replacement of the Parking Facilities for the parking of motor vehicles, for retail use, for such ancillary uses for which other similar parking facilities are now or hereinafter used, and such other uses as may be agreed to by the parties hereto, from time to time, all in accordance with Applicable Law, and all in accordance with the terms and conditions of this Lease, the Asset Transfer Agreement, and the Indenture (the "**Permitted Use**").

SECTION 2.04. City Island Option. Lessee will have an option to acquire a leasehold interest in the City Island Garage and a portion of the adjacent surface lot pursuant to Section 3.16 of the Asset Transfer Agreement. In the event Lessee exercises said option, the City Island Garage and the agreed upon portion of the adjacent surface parking lot will be added to the Leased Premises under this Lease and this Lease will be amended to reflect such addition.

ARTICLE III TERM

SECTION 3.01. Term. The term ("**Term**") of this Lease shall commence on the Effective Date and shall extend until December 31, 2013, and for forty (40) successive periods of twelve calendar months thereafter beginning January 1, 2014, and ending December 31, 2053; provided however, in the event the Parking Bonds, all other obligations with respect to or in connection with the Parking Bonds and the Authority Notes (collectively, the "**Designated Obligations**") have not been satisfied in full on or before December 31, 2053, the Term shall be extended for additional successive periods of one calendar month until such time as the Designated Obligations have been fully satisfied, and shall end on the last day of the calendar month next occurring after the date on which no Designated Obligations are outstanding.

ARTICLE IV
RENT

SECTION 4.01. Rent. Lessee shall pay to Lessor rent in the following amounts for each Operating Year (prorated for less than a full year) during the Term of the Lease ("**Rent**"), payable in equal monthly installments on the first day of each calendar month:

<u>Operating Year Ending</u>	<u>Rent</u>
12/31/2013	\$ 1,100,000
12/31/2014	\$ 1,100,000
12/31/2015	\$ 1,133,000
12/31/2016	\$ 1,166,990
12/31/2017	\$ 1,202,000
12/31/2018	\$ 1,238,060
12/31/2019	\$ 1,275,201
12/31/2020	\$ 1,313,458
12/31/2021	\$ 1,352,861
12/31/2022	\$ 1,393,447
12/31/2023	\$ 1,435,251
12/31/2024	\$ 1,478,308
12/31/2025	\$ 1,522,657
12/31/2026	\$ 1,568,337
12/31/2027	\$ 1,615,387
12/31/2028	\$ 1,663,849
12/31/2029	\$ 1,713,764
12/31/2030	\$ 1,765,177
12/31/2031	\$ 1,818,132
12/31/2032	\$ 1,872,676
12/31/2033	\$ 1,928,857
12/31/2034	\$ 1,986,722
12/31/2035	\$ 2,046,324
12/31/2036	\$ 2,107,714
12/31/2037	\$ 2,170,945
12/31/2038	\$ 2,236,074
12/31/2039	\$ 2,303,156
12/31/2040	\$ 2,372,250
12/31/2041	\$ 2,443,418
12/31/2042	\$ 2,516,720
12/31/2043	\$ 2,592,222
12/31/2044	\$ 2,669,989
12/31/2045	\$ 2,750,088
12/31/2046	\$ 2,832,591
12/31/2047	\$ 2,917,569
12/31/2048	\$ 3,005,096
12/31/2049	\$ 3,095,249
12/31/2050	\$ 3,188,106
12/31/2051	\$ 3,283,749
12/31/2052	\$ 3,382,262
12/31/2053	\$ 3,483,730

In any month in which funds are not available under the terms of the Indenture to make the payments of Rent then due, the obligation to make such payment shall accrue (without interest) and be due on the first day of the month in which funds are available to make such payment under the terms of the Indenture.

ARTICLE V OPERATIONS ON LEASED PREMISES

SECTION 5.01. Use. Section 3.4(a) of the Asset Transfer Agreement is incorporated herein by reference.

SECTION 5.02. Costs and Expenses. Section 3.4(b) of the Asset Transfer Agreement is incorporated herein by reference. It is intended that all costs, expenses and obligations under this Lease be borne by Lessee, subject to Section 11.01(b), and subject to Lessee's rights under Article XIX and under Article 12 of the Asset Transfer Agreement.

SECTION 5.03. Payment of Taxes. Section 3.9(a) of the Asset Transfer Agreement is incorporated herein by reference. Notwithstanding anything herein to the contrary, any amounts payable by Lessee on account of Taxes shall be payable solely out of Revenues under the Indenture and in no event shall Lessee have any liability for payment from any other source. Notwithstanding anything herein to the contrary, Lessee shall not be obligated to pay Property Taxes.

SECTION 5.04. Utilities. Section 3.10 of the Asset Transfer Agreement is incorporated herein by reference.

SECTION 5.05. Capital Improvements. Article 4 of the Asset Transfer Agreement is incorporated herein by reference.

SECTION 5.06. Operating Standards; Long Term Capital Plan. Sections 5.1, 5.2, and 5.3 of the Asset Transfer Agreement are incorporated herein by reference.

ARTICLE VI RESERVED RIGHTS; ALTERATIONS; LESSOR COVENANTS

SECTION 6.01. Air Rights Reserved by Lessor. Section 3.15 of the Asset Transfer Agreement is incorporated herein by reference; provided that the reference to "improvements" in clauses (i) and (ii) of the first sentence of said Section 3.15 is agreed by Lessor and Lessee to include all paving and surfacing materials, including concrete, asphalt and gravel.

SECTION 6.02. Parking Spaces in River Street Garage. Lessor hereby reserves the right to use three (3) parking spaces in the River Street Garage for the period ending on December 31, 2015.

SECTION 6.03. Alterations. Subject to the terms of this Lease, Lessee shall be entitled to freely alter, modify or improve any of the Parking Facilities without the consent of Lessor.

SECTION 6.04. Required Capital Improvements. Lessee shall make certain capital improvements and technology upgrades to the Leased Premises and to the On-Street Parking System as described in Exhibit "E" (the "**Required Capital Improvements**"). The Required Capital Improvements shall be substantially completed by the time frames set forth in Exhibit "E". The Required Capital Improvements shall be provided for in the Long Term Capital Plan. The improvements and upgrades to the On-Street Parking System are intended not only to increase revenues from the On-Street Parking System, but also to potentially enhance revenues from the Off-Street Parking System.

SECTION 6.05. Lessor Covenants. Lessor covenants and agrees to observe and perform its obligations under the "Non-Compete Covenant" set forth in Section 13.1 of the Asset Transfer Agreement and under the "Non-Impair Covenant" set forth in Section 13.2 of the Asset Transfer Agreement, and Sections 13.1 and 13.2 are incorporated herein by reference. Lessee's remedies for breach of these covenants are limited to those remedies provided in Section 13.3 of the Asset Transfer Agreement which section is incorporated herein by reference.

ARTICLE VII PARKING RATES; MANAGEMENT

SECTION 7.01. Rates. The Rates shall be set by Lessee in accordance with Exhibit "C", except as required by the Indenture to meet the Rate Covenants.

SECTION 7.02. Period of Operation. Lessee may operate the Parking Facilities during all days and times not prohibited by Applicable Laws, except as otherwise provided in Exhibit "C". Lessee shall operate the Parking Facilities during the Required Period of Operation specified on Exhibit "C", except under circumstances beyond Lessee's reasonable control.

SECTION 7.03. Parking Operations. Subject to the requirements of the Indenture and the Asset Transfer Agreement, Lessor and Lessee acknowledge that Asset Manager will enter into a Parking Services Agreement with Parking Operator. Sections 3.5 and 3.6 of the Asset Transfer Agreement are incorporated herein by reference.

ARTICLE VIII DESTRUCTION, DAMAGE AND EMINENT DOMAIN

SECTION 8.01. Destruction, Damage and Eminent Domain. If any of the Parking Facilities shall be wholly or partially damaged or destroyed by fire or other casualty, or shall be wholly or partially condemned either permanently or temporarily for any public or quasi-public use or purpose, under any statute or by right of eminent domain, or by private purchase in lieu thereof, Lessee (at Lessee's expense but only to the extent of insurance proceeds, Revenues and reserves available and permitted to be used for such purposes under the Indenture) and Lessor covenant that they will take all actions and will do all things which

may be necessary to enable recovery to be made upon such policies of insurance applicable to such damage or destruction or upon account of such taking, condemnation, damage or injury in order that moneys due on account of losses suffered may be collected and, all insurance and condemnation proceeds so recovered shall be paid directly to the Indenture Trustee and applied in accordance with the terms of the Indenture and the Leasehold Mortgage. Lessee will comply with the requirements of the Indenture and any Leasehold Mortgage with respect to the application of insurance and condemnation proceeds.

ARTICLE IX INSURANCE

SECTION 9.01. Insurance Coverage Required. Lessee shall cause to be provided and maintained at Lessee's expense (solely from Revenues), or cause to be maintained, during the Term, the insurance coverages and requirements specified below, insuring the Parking System and all Parking System Operations (the "**Required Coverages**"). Lessor, the Indenture Trustee, the Qualified Designee and the City shall be named on all liability policies under the Required Coverages (including liability coverage under Builder's Risk Insurance) as additional insureds on a primary, non-contributory basis for any costs, damages or liability arising under or in connection with this Lease, the Asset Transfer Agreement, or the Indenture, and shall be recognized as beneficiaries of the obligations to insure under this Lease, the Asset Transfer Agreement, and the Indenture, as applicable. Lessor shall be named on all property and casualty policies under the Required Coverages (including property and casualty coverage under Builder's Risk Insurance), subject to the claims of the Indenture Trustee and the Leasehold Mortgagee, as loss payee.

(a) **Workers' Compensation and Employer's Liability.** Lessee shall provide or cause to be provided the following insurance covering all employees of the Asset Manager, Parking Operator and Enforcement Operator (as defined in the Asset Transfer Agreement) who are providing services with respect to the Lease and the Asset Transfer Agreement: Workers' Compensation Insurance, as prescribed by applicable Law, and Employer's Liability Insurance coverage, with limits of not less than the greater of statutorily required limits or One Million (\$1,000,000) per accident or disease.

(b) **Commercial General Liability.** Lessee shall provide or cause to be provided Commercial General Liability Insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence, and Two Million Dollars (\$2,000,000) general aggregate and products/completed operations aggregate. 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. Any general aggregate shall apply on a per location basis and shall include a per location endorsement providing property values for each location.

(c) **Automobile Liability.** Lessee shall provide or cause to be provided Automobile Liability Insurance with limits of not less than One

Million Dollars (\$1,000,000) per occurrence and One Million Dollars (\$1,000,000) in the annual aggregate, or accident for bodily injury and property damage.

(d) Garagekeepers Legal Liability. Lessee shall provide, or cause to be provided, Garagekeepers Legal Liability Insurance with limits of not less than Five Million Dollars (\$5,000,000) for comprehensive perils, combined single limit, for bodily injury and property damage.

(e) Excess Liability or Umbrella. Lessee shall provide or cause to be provided excess liability or "umbrella" liability coverage for claims under the Employer's Liability, Commercial General Liability, Automobile Liability and Garagekeepers Legal Liability coverage set forth above, in excess of the limits set forth above, in the aggregate of not less Twenty-Five Million Dollars (\$25,000,000) per occurrence and in the annual aggregate.

(f) Builder's Risk. When Lessee undertakes or causes to be undertaken any construction to the Parking System, including improvements and betterments pursuant to this Lease, Lessee 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 System in an amount equal to the project costs plus projected soft costs and loss of income to the extent not covered in section (h). 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 and flood - which are the best available on commercially reasonable terms.

(g) Professional Liability. When any architects, engineers, construction managers or any other professional consultants perform work in connection with this Lease, Lessee shall provide or cause such professional consultants to provide Professional Liability Insurance covering acts, errors or omissions shall be maintained with limits of not less than Two Million Dollars (\$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 Lessee pursuant to this Lease must maintain limits of not less than Five Million Dollars (\$5,000,000). 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 Lease. A claims-made policy which is not renewed or replaced shall have an extended reporting period of two (2) years.

(h) Property. The Lessee shall obtain or caused to be obtained insurance insuring against loss or damage customarily included under the so called "all risks" or "Special causes of loss" form at full replacement cost, covering all loss, damage or destruction to the Parking 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 System required hereunder. 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 and increased period of restoration (no less than One Million Dollars (\$1,000,000) per occurrence sublimit); extra expense; boiler and machinery; valuable papers; and terrorism and aggregated sublimits for flood (if in a NFIP special zone hazard, minimum limits shall equal maximum coverage available through NFIP/FEMA), and earthquake. Insurance shall apply for other hazards as, under good insurance practices, from time to time are customarily insured against for other property and buildings in the same market area and similar to the premises in nature, use, location and construction.

(i) Business Interruption Insurance. The Lessee shall obtain or cause to be obtained business interruption and loss of rents coverage for Revenues derived from the off street Parking Facilities only for actual loss sustained for a twelve-month period, including an extended period of 180 days of indemnity insurance.

(j) Additional Contractual Liability Insurance Coverage. In addition to the coverages required above, Lessee shall provide or cause to be provided adequate contractual liability insurance coverage which ensures that the Capital Improvements and maintenance obligations contracted for to satisfy the requirements of the Indenture, or of Section 3.13, Article 4, or Article 5 of the Asset Transfer Agreement, are performed in accordance with the provisions of this Lease, the Asset Transfer Agreement, and Applicable Law. Coverage shall include all loss, damage or destruction to the Parking Facilities.

(k) Lessee shall provide or cause to be provided such other insurance including but not limited to environmental liability, as may from time to time be reasonably required by the Indenture Trustee in order to protect its interests and as may be available to Lessee on commercially reasonable terms.

(l) The Lessee shall require the Asset Manager to cause the Parking Operator to obtain crime insurance providing insurance against liability for employee dishonesty and theft with limits of not less than \$1,000,000.

(m) Any required insurance may be in the form of blanket coverage, so long as such blanket policy does not reduce the limits nor diminish the coverage required herein and otherwise complies with the terms of this Lease and the Asset Transfer Agreement.

SECTION 9.02. Additional Requirements.

9.02.1 *Obligations of Lessee.* The Lessee shall deliver or cause to be delivered to the Lessor, and any City department designated in writing by the Lessor, original standard ACORD form certificates of insurance and all applicable loss payee and additional insured

endorsements, or equivalent documentation reasonably acceptable to the Lessor, evidencing the Required Coverages on or before the Closing Date, and shall provide or cause to be provided, promptly following renewal and not more than Five (5) Business Days following renewal of the then current coverages (or such other period as is agreed to by the Lessor), renewal certificates of insurance and endorsements, or such equivalent documentation, if such coverages have an expiration or renewal date occurring during the Term. The receipt of any certificate does not constitute agreement by the Lessor 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 the Lessor to obtain certificates of insurance or endorsements, or such equivalent documentation, from the Lessee shall not be deemed to be a waiver by the Lessor. Except as otherwise expressly set forth herein, each Required Coverage may be reviewed by the Lessor for compliance with the terms of this Agreement. All Required Coverages shall be placed with insurers licensed to do business in the Commonwealth; provided that all such insurers, at a minimum, shall have a rating of A-(VII) or better by A.M. Best Company (unless the Lessor waives this requirement). At the request of the Lessor or the City, the Lessee shall provide the City with certified copies of policies and all policy endorsements.

9.02.2 Notice of Cancellation or Violation. The Lessee shall provide at least ten (10) days prior written notice to the Lessor in the event coverage is canceled or non-renewed, and all certificates of insurance shall so provide. The Lessor 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 Lessee shall reimburse the Lessor for any delinquent premiums paid by the Lessor on demand.

9.02.3 Five Year Adjustment. The amounts of coverage required by Section 9.01 shall be reasonably adjusted (subject to Section 9.02.8) to ensure that the Required Coverages continue to provide adequate coverage of the Parking System and Parking System Operations each succeeding fifth anniversary of the Closing Date. The recommendations of any insurance consultant utilized by the Trustee pursuant to the Indenture shall be used for these adjustments if available and undertaken pursuant to the Indenture.

9.02.4 Waiver of Subrogation by Insurers. Each of the Required Coverages provided by the Lessee shall, where legally permitted and customarily available at standard rates, include a waiver by the insurer of its Claims and rights of subrogation against the Lessor, its employees, agents or Representatives.

9.02.5 Lessor's Right to Insure. If the Lessee fails to obtain and maintain or cause to be obtained and maintained the insurance required by this Article IX, the Lessor shall have the right (without any obligation to do so), upon ten (10) Business Days notice to the Lessee 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 Lessor in connection therewith shall be payable by the Lessee to the Lessor on demand. Such insurance taken out by the Lessor shall not relieve the Lessee of its obligations to insure

hereunder and the City shall not be liable for any loss or damage suffered by the Lessee in connection therewith.

9.02.6 *Insurance Requirements of Contractors.* The Lessee may require in each contract with any Contractor performing work in and for the Parking System that such Contractor obtain coverages 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. Such coverages shall insure the interests of the Lessor, its employees, agents and Representatives, the Lessee, the City, the Trustee, the Qualified Designee, the Asset Manager, the Operator, and any other Contractors 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 Lessee pursuant to this Agreement. When requested to do so by the Lessor, the Lessee shall provide or cause to be provided to the Lessor and the City certificates of insurance and applicable endorsements, or equivalent documentation reasonably acceptable to the Lessor, with respect to such insurance coverages.

9.02.7 *Other Insurance Obtained by the Lessee.* If the Lessee or its Contractors obtain any property, liability or other insurance coverages in addition to the Required Coverages ("**Additional Coverages**"), then the Lessee or its Contractors shall (i) notify the Lessor as to such Additional Coverages, (ii) provide the Lessor with any documentation relating to the Additional Coverages, including certificates of insurance, that the Lessor reasonably requests and (iii) at the Lessor's election, acting reasonably, cause the Lessor and its employees, agents and Representatives to be named as additional insureds or loss payees, as applicable, under such Additional Coverages, if that is normally allowed in accordance with good industry practice.

9.02.8 *Commercial Availability.* To the extent any of the Required Coverages or additional requirements hereunder are not available on a commercially reasonable basis, the Lessee shall obtain insurance that is available on a commercially reasonable basis that best approximates the Required Coverages or additional requirements hereunder, but said substitute coverage shall, at the Lessor's request, be subject to review of an independent insurance consultant, and such independent insurance consultant shall have delivered to the Lessor its opinion to the effect that the substitute coverages meet the above-stated criteria.

SECTION 9.03. Insurance and Condemnation Proceeds. The Lessee will comply with the requirements of the Indenture and any Leasehold Mortgage with respect to the application of insurance and condemnation proceeds.

ARTICLE X OPTION TO PURCHASE

SECTION 10.01. Lessor Option to Purchase. Lessor shall have the right at any time after December 31, 2043, to purchase the Leasehold Estate ("**Purchase Option**") for an amount equal to the Purchase Option Price. Such right shall be exercised by Lessor sending written notice to Lessee ("**Purchase Option Notice**") of its intent to exercise the Purchase Option. The Purchase Option shall be upon and subject to the following terms and conditions:

(a) The "**Purchase Option Price**" shall be equal to the sum of: (i) the full cost of redemption and/or defeasance of all of the Parking Bonds; (ii) the outstanding balance of the Authority Notes; (iii) all outstanding obligations secured by the Indenture and all fees then due the Indenture Trustee and Lessee, (iv) the Leasehold Value, and (v) all costs incurred by the Indenture Trustee and Lessee in connection with the redemption and/or defeasance of the Parking Bonds and the payment of the Authority Notes, including, but not limited to, attorneys' fees.

(b) The "**Leasehold Value**" shall be the net present value of Lessee's projected net cash flows from the Leasehold Estate for the remainder of the Term, taking into account projected capital expenditures and repair costs and all required reserve fund deposits under the Asset Transfer Agreement or the Indenture, except such reserve fund deposits as would remain the property of Lessee upon termination of the Lease. The discount rate utilized in the calculation of the net present value will be the then market capitalization rate (as determined by the appraiser) for the purchase and sale of long-term ground leasehold estates (as improved).

(c) If Lessor and Lessee are unable to agree on the Leasehold Value within sixty (60) days following the Purchase Option Notice, either Party may elect to have the Leasehold Value determined by appraisal. The Parties shall agree upon an appraiser (with MAI or equivalent qualifications) within fifteen (15) days and if they are unable to so agree within that time, either Party may seek the appointment of a qualified appraiser by the Commonwealth Court. The appraiser shall determine the Leasehold Value within forty-five (45) days of his or her appointment. The appraiser shall use projected capital repair, maintenance and other costs set forth in the current Long Term Capital Plan in his or her determination of the Leasehold Value. The Lessor shall pay the costs of the appraisal and Lessee's attorneys' fees and consultants' costs regardless of whether Lessor proceeds with closing of the Purchase Option. Upon the determination of the Leasehold Value, Lessor shall have sixty (60) days to give notice to Lessee of its election to proceed with the exercise of the Purchase Option and if Lessor elects to proceed, the closing of the sale of the Leasehold Estate to Lessor (the "**Purchase Option Closing**") shall occur sixty (60) days following Lessor's notice that it will proceed. If Lessor does not give Lessee notice of its election to proceed, Lessor will be deemed to have elected not to proceed with the exercise of the Purchase Option. If Lessor elects or is deemed to have elected not to proceed with the exercise of the Purchase Option, Lessor may not give another Purchase Option Notice for a period of one (1) year from the date of the notice that it will not proceed or the expiration of the period for giving such notice.

(d) After delivery of the Purchase Option Notice until closing on the sale of the Leasehold Estate, the terms and conditions of the Lease shall continue in full force and effect.

(e) Lessor agrees that the Leased Premises and the Leasehold Estate shall be acquired by Lessor pursuant to the Purchase Option "as is", where is, with all faults and without any representations or warranties whatsoever except that Lessee shall warrant that all documents to be executed and delivered by Lessee at the Purchase Option Closing are duly authorized and executed and that Lessee has the power and authority to execute and deliver such closing documents.

(f) At the Purchase Option Closing: (i) Lessee shall deliver a quit-claim bill of sale (and if requested by Lessor, a quitclaim deed) to the Parking Facilities and an assignment of the lessee's interest in this Lease as directed by Lessor, all in form and substance reasonably satisfactory to Lessor and Lessee; (ii) Lessee shall terminate the Servicing Agreement, the Asset Management Agreement and the Parking Services Agreement, and Lessor shall pay the cost of any termination fees; (iii) Lessor shall pay all costs of the acquisition of Leasehold Estate and of the Purchase Option closing, including any realty or other transfer taxes, title insurance premiums and recording costs. All documents to be executed and delivered at the Purchase Option Closing shall expressly provide that no present or future member, director, officer, agent or employee of Lessee, and no official executing the Purchase Option Closing documents on behalf of Lessee, shall be liable personally thereon or be subject to any personal liability or accountability by reason of the issuance thereof or by reason of the covenants, obligations or agreements of Lessee contained therein.

(g) The Purchase Option Price shall be paid to the Indenture Trustee at the Purchase Option Closing by wire transfer of currently available federal funds for deposit into such fund maintained pursuant to the Indenture as the Indenture Trustee shall designate and shall be applied at the written direction of Lessee either to redeem the outstanding Parking Bonds and to pay in full all other outstanding Indenture Obligations on the date of the Purchase Option Closing or, if the outstanding Parking Bonds are not yet subject to being redeemed, then to defease the outstanding Parking Bonds and to pay in full all other outstanding Indenture Obligations on the date of the Purchase Option Closing.

(h) Notwithstanding the foregoing provisions of this Article X, Lessor shall not be entitled to exercise the Purchase Option or to complete the Purchase Option Closing pursuant thereto if at the time of the exercise or on the date of the proposed Purchase Option Closing Lessor is in default of any of its material obligations pursuant to this Lease or the Asset Transfer Agreement.

ARTICLE XI DEFAULTS AND REMEDIES

SECTION 11.01. Defaults by Lessee.

(a) In the event of a default by Lessee hereunder, the liability of Lessee to Lessor shall be enforceable only out of its interest under this Lease, the Leasehold Estate and the Revenues (and only to the extent available for such purposes pursuant to the Indenture) and Lessee shall have no other liability and Lessor shall have no other recourse for such default or any other remedy or cause of action accruing against Lessee, its members, officers, directors, agents, counsel, and employees, past, present or future, or any of the property now or hereafter owned or leased by it or them. Lessor agrees that for so long as any Parking Bonds, Authority Notes or other obligations secured by the Indenture and Leasehold Mortgage are outstanding, [Lessor will have no right to bring any action for monetary damages against Lessee][no monetary judgment that may be obtained by Lessor against Lessee shall constitute a lien against Lessee's interest in this Lease, Revenues, or any other property which is security under the Indenture or the Leasehold Mortgage]. Lessor shall have no right under any circumstance to terminate this Lease.

(b) THE OBLIGATIONS OF LESSEE UNDER THIS LEASE ARE LIMITED OBLIGATIONS PAYABLE SOLELY FROM THE LEASEHOLD ESTATE AND THE REVENUES (AND ONLY TO THE EXTENT AVAILABLE FOR SUCH PURPOSES UNDER THE INDENTURE) AND SUCH OBLIGATIONS SHALL NOT BE DEEMED AN OBLIGATION OF THE COMMONWEALTH OR ANY POLITICAL SUBDIVISION THEREOF. NEITHER THE COMMONWEALTH NOR ANY POLITICAL SUBDIVISION IS OR SHALL BE OBLIGATED TO MAKE ANY PAYMENTS REQUIRED OF LESSEE UNDER THIS LEASE, AND NEITHER THE FAITH AND CREDIT NOR THE TAXING POWER OF THE COMMONWEALTH OR ANY POLITICAL SUBDIVISION THEREOF IS PLEDGED TO ANY PAYMENT REQUIRED OF LESSEE HEREUNDER. LESSEE IS NOT A POLITICAL SUBDIVISION OF THE COMMONWEALTH AND HAS NO TAXING POWER.

(c) Upon the occurrence of a default by Lessee of any covenant, term or provision under this Lease which remains uncured for a period of thirty (30) days after written notice (or such longer period as may be reasonably required to cure such default if such default is not reasonably susceptible of being cured in 30 days, Lessee has given notice to Lessor that it has undertaken such cure, Lessee has commenced to cure during the initial 30 days, and Lessee diligently pursues such cure to completion) and at any time thereafter, Lessor shall have the right to institute and prosecute any and all proceedings against Lessee permitted by law or equity (but not to terminate this Lease), including an action to compel specific performance by Lessee of Lessee's obligations under this Lease, subject to the limitations of Lessee's liability in Sections 11.01(a) and (b).

SECTION 11.02. Defaults by Lessor. Upon the occurrence of a default by Lessor under this Lease or under the Asset Transfer Agreement which remains uncured for a period of thirty (30) days after written notice (or such longer period as may be reasonably required to cure such default if such default is not reasonably susceptible of being cured in 30 days, Lessor has given notice to Lessee that it has undertaken such cure, Lessor has commenced to

cure during the initial 30 days, and Lessor diligently pursues such cure to completion) and at any time thereafter, Lessee shall have the right to institute and prosecute any and all proceedings against Lessor permitted by law or equity (but not to terminate this Lease), including an action to compel specific performance by Lessor of Lessor's obligations under this Lease and the right to set off against Rent any amounts due from Lessor hereunder. Any recovery by Lessee from Lessor in any such proceedings or in any settlement thereof, at Lessee's sole right and option, shall be immediately applied to the cost of performance of the obligation(s) of Lessor for which such performance was sought or to the reimbursement of any party who performed Lessor's obligation(s).

ARTICLE XII RESTRICTION ON TRANSFER; NO ENCUMBRANCES; SUBLEASING

SECTION 12.01. Restrictions on Transfers of Leased Premises. Lessor shall not Transfer this Lease or any interest therein or its fee interest in the Leased Premises or any part thereof except: (i) as expressly permitted in the Indenture; and (ii) Lessor shall be permitted to assign all, but not less than all, of its rights, interests and obligations hereunder to the City, provided that the City assumes in a writing satisfactory to Lessee all of the duties, liabilities and obligations of Lessor under this Lease and under the Asset Transfer Agreement, including all indemnification obligations. Any Transfer by Lessor other than as expressly permitted (including any Transfers that are voluntary or involuntary or are by operation of law) without Lessee's consent, which consent shall be at Lessee's sole and absolute discretion, shall be void.

SECTION 12.02. Restriction on Encumbrances by Lessee. Except for the Permitted Lessee Encumbrances, the Financing Documents to which Lessee is a party, the Leasehold Mortgage and Encumbrances that will not survive the expiration or termination of this Lease, Lessee shall not create or permit the creation of any Encumbrance on the Leased Premises or any part thereof or on the Leasehold Estate without the prior written consent of Lessor, which consent may be withheld at Lessor's sole and absolute discretion.

SECTION 12.03. Subleasing. Lessee shall not sublease all or substantially all of the Leased Premises without the prior written consent of Lessor, which consent may be withheld at Lessor's sole and absolute discretion, and without obtaining any consents required under the Indenture. Notwithstanding the foregoing, Lessee may enter into the Commonwealth Lease and modifications thereof and may lease or sublease or license all or a portion of the Parking Facilities solely for the purpose of the Permitted Use.

SECTION 12.04. Restriction on Encumbrances by Lessor. Except for the Permitted Lessor Encumbrances, Lessor shall not directly or indirectly create, incur, permit or suffer to exist any Encumbrances on the Leased Premises or any part of the fee interest of Lessor or Lessor's interest in this Lease without the prior written consent of Lessee, which consent may be withheld at Lessee's sole and absolute discretion. Any Encumbrance in violation of the provisions of this Section 12.04 shall be void.

SECTION 12.05. General Restriction. Lessee shall not, without the prior written consent of Lessor, which consent shall be at Lessor's sole and absolute discretion, Transfer

this Lease or any interest herein. Any Transfers (including any Transfers that are involuntary or are by operation of law) without such consent shall be void. Notwithstanding the foregoing, Lessor hereby acknowledges and consents to: (i) the granting and existence of, and enforcement and realization upon, the Initial Leasehold Mortgage, any other Leasehold Mortgage, the Indenture Assignments and related pledges to the Indenture Trustee, the Servicing Agreement, the Asset Management Agreement, the Parking Services Agreement and the other Financing Documents; and (ii) any Transfers permitted by Article XV.

ARTICLE XIII
TITLE TO AND SURRENDER OF LEASED PREMISES

SECTION 13.01. Surrender.

(a) Except as otherwise provided in this Lease, upon the expiration of the Term (including upon a Purchase Option Closing), Lessee shall peaceably and quietly surrender and deliver up possession of the Leased Premises and any fixtures, structures and other improvements thereon, subject to and without any liability whatsoever on the part of Lessee for the then existing condition and state of repair of such property. In the event Lessee does not so surrender the Leased Premises, Lessor, upon or at any time after any such expiration or termination may enter upon and re-enter upon the Leased Premises and possess and repossess itself thereof, by summary proceedings, ejectment or otherwise as permitted by Applicable Law, and may dispossess Lessee and remove Lessee and all other persons and property from the Leased Premises and may have, hold and enjoy the Leased Premises.

(b) Upon the expiration of the Term (including upon a Purchase Option Closing), Lessee shall comply with Section 3.12 of the Asset Transfer Agreement, which section is incorporated herein by reference.

SECTION 13.02. Title to the Leased Premises.

(a) The parties acknowledge that at all times during the term of this Lease, Lessee shall have a leasehold estate in and to the Leased Premises and shall own all right, title and interest in and to the Revenues.

(b) Upon the expiration of the Term of this Lease, all title to the Leased Premises and all rights to the Revenues generated after such expiration shall automatically vest in Lessor without the need for any further action.

(c) Lessor shall execute and deliver to Lessee and the Indenture Trustee any instrument or assurances, and take any and all other actions necessary or appropriate in order to confirm, from time to time, the leasehold estate of Lessee in the Leased Premises, and the lien of the Leasehold Mortgage upon the Leasehold Estate.

**ARTICLE XIV
ESTOPPEL CERTIFICATES**

SECTION 14.01. Lessee Estoppel. Lessee shall, from time to time, within thirty (30) days after written request of Lessor, execute, acknowledge and deliver to Lessor or its designee a written statement stating the date this Lease was executed and the date it expires; the date Lessee entered into occupancy of the Leased Premises; the amount of Rent and the date to which Rent has been paid; and certifying that this Lease is in full force and effect and has not been assigned, modified, supplemented or amended in any way, except as noted therein; that this Lease represents the entire agreement between the parties; whether or not all conditions under this Lease to be performed by Lessor have been satisfied; whether or not on the specified date there are any known existing defenses or offsets which Lessee has against the enforcement of this Lease by Lessor; that no Rent has been paid in advance (or specifying any Rent that has been so paid); and any other reasonably requested matter affecting this Lease and any statements by Lessee affecting the correctness of the requested statements. It is intended that any such statement delivered pursuant to this Section may be relied upon by Lessor.

SECTION 14.02. Lessor Estoppel. Lessor shall, from time to time, within thirty (30) days after written request of Lessee or the Indenture Trustee, execute, acknowledge and deliver to Lessee or its designee a written statement stating the date this Lease was executed and the date it expires; the amount of Rent and the date to which Rent has been paid; and certifying that this Lease is in full force and effect and has not been assigned, modified, supplemented or amended in any way, except as noted therein, that this Lease represents the entire agreement between the parties; whether or not all conditions under this Lease to be performed by Lessee have been satisfied; that on the specified date whether or not there are known existing defenses or offsets which Lessor has against the enforcement of this Lease by Lessee; that no Rent has been paid in advance (or specifying any Rent that has been so paid); and any other reasonably requested matter affecting this Lease and any statements by Lessor affecting the correctness of the requested statements. It is intended that any such statement delivered pursuant to this Section may be relied upon by Lessee, the Indenture Trustee, a mortgagee of Lessee's Leasehold Estate or assignee of any mortgage upon the Leasehold Estate.

**ARTICLE XV
LEASEHOLD MORTGAGES; MORTGAGEE PROTECTIONS**

SECTION 15.01. Leasehold Mortgages.

(a) The Lessee may, from time to time, grant (i) to the Trustee under the Indenture, or (ii) to any other entity (or entity which serves as a trustee for such entity) providing financing for or refinancing of the Parking Facilities, a Leasehold Mortgage encumbering the Leasehold Estate or Lessee's interest in the Lease, together with an assignment of Revenues and a security interest in any personal property owned by Lessee, in order to secure the obligations of the Lessee under the Indenture (including the Authority Notes), and the performance of all of the terms, covenants and agreements on the Lessee's part

to be performed or observed under all agreements securing the Lessee's obligations under the Indenture. No such Leasehold Mortgage, lien or security interest shall attach to Lessor's fee interest in the Leased Premises and Parking Facilities or to any personal property owned by Lessor. Lessee may have one or more Leasehold Mortgages at any time.

(b) No Person other than the Trustee under the Indenture (or the Credit Facility Providers and the holders of the Authority Notes to the extent provided under the Indenture) or another entity described in Section 15.01(a) shall be entitled to the benefits and protections accorded to a Leasehold Mortgagee in this Lease or under a Leasehold Mortgage;

(c) Each Leasehold Mortgage must contain provisions substantially similar to the following terms and conditions:

(i) the Leasehold Mortgage may not cover any property of, or secure any debt issued by, or obligation of, any Person other than the Lessee, but may cover any cash reserves or deposits held in the name of the Lessee;

(ii) 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 Leasehold Estate or the Lessee's interest in the Lease shall extend to or encumber the fee simple interest in the Leased Premises or the Parking Facilities, the Lessor's interest under this Lease or the Lessor's reversionary interests and estates pursuant to Sections 3.12 and 3.13 of the Asset Transfer Agreement;

(iii) The Lessor 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 or the performance of any obligations secured by the Leasehold Mortgage; provided that the foregoing will not limit any remedies against the Lessor permitted hereunder, under the Asset Transfer Agreement, the Indenture or the Authority Notes;

(iv) each Leasehold Mortgage shall provide that if the Lessee is in default under the Leasehold Mortgage and the Leasehold Mortgagee gives notice of such default to Lessee, then the Leasehold Mortgagee shall give notice of such default to Lessor and the City;

(v) subject to the terms of this Lease and the Asset Transfer Agreement, all rights acquired by a Leasehold Mortgagee under any Leasehold Mortgage shall be subject to the provisions of the Indenture and to all of the rights of Lessor under this Lease and of the Lessor and the City under the Asset Transfer Agreement; and

(vi) a Leasehold Mortgagee shall not, by virtue of its Leasehold Mortgage, acquire any greater rights or interest in the Leased Premises, the Parking Facilities, the Lease, or the Revenues than Lessee has at any applicable time under this Lease.

SECTION 15.02. Notices to Leasehold Mortgagees.

(a) The Lessee shall give the Lessor and the City prompt notice of each Leasehold Mortgage, together with contact information for notices to the Leasehold Mortgagee (such notice and/or any notice given by a Leasehold Mortgagee to Lessor of its contact information, collectively, the "**Leasehold Mortgagee's Notice**"). Lessee promptly shall furnish Lessor with a complete copy of each Leasehold Mortgage (including all documents and instruments comprising the Leasehold Mortgage) and all amendments, extensions, modifications and consolidations thereof, certified as such by Lessee.

(b) After receipt of a Leasehold Mortgage Notice, the Lessor shall give such Leasehold Mortgagee, in the manner provided by the notice provisions of this Lease, a copy of each notice of default given by the Lessor, to the Lessee, at the same time that the Lessor gives such notice of default to the Lessee. No such notice of default given by the Lessor to the Lessee shall be effective unless and until a copy of such notice shall have been so given to each such Leasehold Mortgagee at the last address furnished to the Lessor by notice. Notice to a Leasehold Mortgagee shall be deemed given on the date received by the Leasehold Mortgagee. The Leasehold Mortgagee shall have the right, but not the obligation, to cure such default or to cause such default to be cured, within the time periods set out in Sections 11.1 and 16.03, whichever is longer.

SECTION 15.03. Leasehold Mortgagee's Right to Cure. Each Leasehold Mortgagee shall have the right to cure or cause to be cured any Lessee default within a period of sixty (60) days after written notice from Lessor thereof, provided further that if a Leasehold Mortgagee's right to cure a Lessee default has not expired, and the Leasehold Mortgagee is acting diligently to cure such Lessee default, then Lessor shall not exercise any remedies against Lessee by reason of such Lessee default. Lessor shall accept any such performance by a Leasehold Mortgagee as though the same had been done or performed by Lessee. Any payment to be made or action to be taken by a Leasehold Mortgagee hereunder 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. Any amounts expended by the Leasehold Mortgagee to cure any Lessee Default may be reimbursed from Revenues pursuant to the terms of the Indenture.

SECTION 15.04. Rights of the Leasehold Mortgagee. No Leasehold Mortgagee shall become liable under the provisions of this Lease, unless and until such time as it becomes, and then only for as long as it remains, the Lessee under this Lease. No Leasehold Mortgagee or designated Affiliate of a Leasehold Mortgagee shall have any personal liability under this Lease even if it becomes Lessee or assumes the obligations of Lessee under this Lease, and its liability shall be limited to its interest in this Lease and the Leasehold Estate.

SECTION 15.05. New Lease.

(a) If this Lease is terminated for any reason, or if this Lease is rejected or disaffirmed pursuant to any bankruptcy, insolvency or other law affecting creditors' rights,

Lessor shall give prompt notice thereof to the Trustee and each of the then Leasehold Mortgagees whose contact information the Lessor has received in a Leasehold Mortgagee's Notice, in the manner provided by the notice provisions of this Lease. Lessor, upon written request of the Trustee or any such Leasehold Mortgagee (or if more than one Leasehold Mortgagee makes such request, the Leasehold Mortgagee whose Leasehold Mortgage has the most senior lien), made any time within thirty (30) days after the giving of such notice by Lessor, shall promptly execute and deliver to the Trustee, or if no notice is received from the Trustee, such Leasehold Mortgagee, a new lease (the "New Lease"), naming the Trustee or such Leasehold Mortgagee or its designee as the Lessee under this Lease, for the remainder of the Term upon all of the terms, covenants, and conditions of this Lease, except for such provisions that must be modified to reflect such termination, rejection or disaffirmance and the passage of time, if the Trustee or such Leasehold Mortgagee shall pay to Lessor, but only out of Revenues in accordance with the Indenture, concurrently with the execution and delivery of such New Lease, all unpaid Rent then due under this Lease (subject to the terms of the Indenture that may cause such payments not to be then due) up to and including the date of the commencement of the term of such New Lease. The Trustee or such Leasehold Mortgagee or its designee shall execute and deliver to Lessor such New Lease within thirty (30) days after delivery of such New Lease by Lessor to the Trustee or such Leasehold Mortgagee. Upon execution and delivery of such New Lease, the Trustee or such Leasehold Mortgagee shall cure or cause to be cured, but only out of Revenues and subject to the provisions of the Indenture, all defaults existing under this Lease which are capable of being cured by the Trustee or such Leasehold Mortgagee or its designee promptly and with diligence after the delivery of such New Lease.

(b) The New Lease and the interests thereby created shall, subject to the terms and conditions of this Lease, have the same priority as this Lease with respect to any Encumbrance, including any fee mortgage or other lien, charge or encumbrance on Lessor's fee estate in the Leased Premises and the Parking Facilities and/or Lessor's interest in this Lease, whether or not the same shall then be in existence.

(c) Concurrently with such Leasehold Mortgagee and the Lessor entering into a New Lease pursuant to this Section 15.05, the Lessor and such Leasehold Mortgagee shall enter into a "New Agreement" as defined and provided in the Asset Transfer Agreement.

(d) The Lessor's agreement to enter into a New Lease with the Trustee or a Leasehold Mortgagee shall be unaffected by the rejection of this Lease in any bankruptcy proceeding by any of the Lessor, the City, or the Lessee. The provisions of this Article XV shall survive the termination, rejection or disaffirmance of this Lease and shall continue in full force and effect thereafter to the same extent as if this Article XV were a separate and independent contract made by the Lessor, the Lessee and the Leasehold Mortgagees. The provisions of this Article XV are for the benefit of Leasehold Mortgagees and may be relied upon and shall be enforceable by Leasehold Mortgagees as if the Leasehold Mortgagees were a party to this Lease.

(e) Nothing contained in this Section 15.05 shall be deemed to limit or affect the Lessor's interests in and to the Off-Street Parking System upon the expiration of the Term of the New Lease.

(f) If the circumstances described in Section 15.05(a) occur, and the Lessor determines, based on the written legal advice of counsel, that termination of this Lease and the entry into a New Lease by and among the Lessor and the Leasehold Mortgagee could violate applicable provisions of the Laws of the Commonwealth governing procurement by the Lessor or otherwise, then, in lieu of entering in a New Lease and in satisfaction of its obligations under this Section 15.05, the Lessor agrees to enter into an Assignment and Assumption Agreement as defined and provided in Section 16.7 of the Asset Transfer Agreement.

SECTION 15.06. Lessor's Right to Purchase Leasehold Mortgage.

(a) If any default by the Lessee has occurred under a Leasehold Mortgage and has not been cured within applicable cure periods, 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, then the Lessor shall have thirty (30) days after the date on which such Leasehold Mortgagee shall serve notice upon the Lessor in writing ("**Foreclosure Notice**") that such Leasehold Mortgagee intends to commence proceedings to foreclose the Leasehold Mortgage (stating the calculation of the purchase price pursuant to Section 16.7(c)), during which thirty (30) day period the Lessor shall have the right and option (the "**Lessor's Option**") to purchase from all Leasehold Mortgagees their Leasehold Mortgages, upon the terms and subject to the conditions contained in this Section 15.06.

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

(c) The purchase price payable by the Lessor shall be equal to the aggregate amounts secured by such Leasehold Mortgages (including principal, interest, fees, and premiums, all other costs, expenses (including attorneys' fees) and any other amounts secured thereby, including all obligations secured by the Indenture) 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.

(d) At the closing and upon payment in full of the purchase price each Leasehold Mortgagee shall assign its Leasehold Mortgage to the Lessor, together with any security interest held by it in the Leasehold Estate,

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 Lessor 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 15.06(d). Each such assignment shall be in form for recordation or filing, as the case may be. The Lessor 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 System as shall exist at the date of exercise of the Lessor's Option.

(e) Any Leasehold Mortgage shall contain an agreement of the Leasehold Mortgagee to be bound by the provisions of this Section 15.06, and the Lessor shall have the right to receive all notices of default under any Leasehold Mortgage.

ARTICLE XVI SIGNS

SECTION 16.01. Signs. Subject to compliance with Applicable Law, Lessee shall have the right to erect, maintain or display any signs on the grounds or exterior of buildings on the Leased Premises. The term "signs" as used herein shall mean advertising signs, billboards, identification signs or symbols, posters, or any similar devices.

ARTICLE XVII REPRESENTATIONS, WARRANTIES AND COVENANTS

SECTION 17.01. Representations of Lessee. Lessee represents, warrants and covenants to Lessor, all of which shall survive for the entire Term of this Lease, that:

(a) Organization. Lessee is a public body corporate and politic, duly organized and validly existing under the laws of the Commonwealth and the EDF Act. Lessee has the power and authority to enter into this Lease 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.

(b) Authorization; No Conflict. Lessee has duly authorized, executed and delivered this Lease and neither Lessee's execution and delivery hereof nor its compliance with the terms hereof (i) does or will contravene its bylaws or any other governmental rule or law or the terms or conditions or any judgment or decree, agreement or instrument applicable to or binding on it or any of its assets, or (ii) does or will require the consent or approval of any person, entity or instrumentality which has not already been obtained.

(c) Enforceability. This Lease is a legal, valid and binding obligation of Lessee, enforceable against Lessee in accordance with its terms, except to the extent that enforceability may be limited by applicable

bankruptcy, insolvency, moratorium, reorganization or other similar laws affecting creditors' rights generally and by general principles of equity (regardless of whether enforcement is sought in a proceeding in equity or at law).

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

(e) Compliance with Law; Litigation. The Lessee is not in breach of any Applicable Law that could have a material adverse effect on the Lessee's ability to perform its obligations under this Lease. 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 Lessee's knowledge, threatened against the Lessee prior to or at the Time of Closing, which will have a material adverse effect on (i) the Lessee's ability to perform its obligations under this Lease and the Asset Transfer Agreement, or (ii) as to the Lessee, the validity or enforceability of this Lease.

(f) Brokers. Other than the Underwriter, there is no investment banker, broker, finder or other intermediary which has been retained by or is authorized to act on behalf of the Lessee who might be entitled to any fee or commission in connection with the transactions contemplated by this Lease.

SECTION 17.02. Representations of Lessor. Lessor represents, warrants and covenants to Lessee, all of which shall survive for the entire term of this Lease, that:

(a) Organization. Lessor is a Pennsylvania parking authority, a body corporate and politic, organized and existing under Chapter 55 of Title 53 of the Consolidated Statutes of Pennsylvania is a parking authority organized under the laws of the Commonwealth. Lessor has the power and authority to enter into this Lease 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.

(b) Authorization. Lessor has duly authorized, executed and delivered this Lease. Neither Lessor's execution and delivery hereof nor its compliance with the terms hereof (i) does or will contravene its articles of incorporation or bylaws or any other governmental rule or law or the terms or conditions or any judgment or decree, agreement or instrument applicable to or binding on it or any of its assets, or (ii) does or will require the consent or approval of any person, entity or instrumentality which has not already been obtained.

(c) Enforceability. This Lease is a legal, valid and binding obligation of Lessor, enforceable against Lessor in accordance with its terms, except to the extent that enforceability may be limited by applicable bankruptcy, insolvency, moratorium, reorganization or other similar laws affecting creditors' rights generally and by general principles of equity (regardless of whether enforcement is sought in a proceeding in equity or at law).

(d) Environmental. Except as set forth in the environmental reports listed on Exhibit "D" (the "**Environmental Reports**"), to the actual knowledge of Lessor, there has been no presence, generation, storage, disposal, or release of any Hazardous Substances in, from, to, on or under the Leased Premises. For the purpose of this Section 17.02(d), "to the actual knowledge of Lessor" shall mean facts within the actual knowledge of the Executive Director of Lessor who is familiar with the Leased Premises and has reviewed the Environmental Reports.

(e) Indenture and Asset Transfer Agreement. Lessor shall comply with all terms, conditions and covenants applicable to Lessor contained in the Indenture and the Asset Transfer Agreement, and shall not take any action or omit to take any action which would cause the occurrence of a default under the Indenture or the Asset Transfer Agreement.

(f) No Conflicts. The execution and delivery of this Lease by Lessor, the consummation of the transactions contemplated hereby (including the operation of the Parking System in accordance with the terms of this Lease) and the performance by Lessor 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 Lessor under (i) any applicable Law or (ii) to the best of the Lessor's knowledge, any material agreement, instrument or document to which the Lessor is a party or by which it is bound.

ARTICLE XVIII QUIET ENJOYMENT

SECTION 18.01. Quiet Enjoyment. Lessor covenants that neither it nor any person acting by, through or under it will take or cause to be taken any action contrary to Lessee's rights under this Lease or otherwise in any way interfere with the right to the use, possession and quiet enjoyment of the Leased Premises by Lessee or any permitted sub-lessee, assignee or transferee in accordance with the terms hereof.

SECTION 18.02. Lessor's Right to Enter. Notwithstanding the provisions of Section 18.01, Lessor shall have the right, upon reasonable written notice to Lessee (or without any notice whatsoever in case of an Emergency), to enter upon the Leased Premises for the purpose of inspecting same. Except in the case of an Emergency, the privilege and right of entry shall be exercised at reasonable times and at reasonable hours, and without

unreasonable interruption or disruption to Lessee's activities and operations in the Leased Premises.

SECTION 18.03. Police, Fire, Emergency, and Public Safety Access Rights.
Section 3.14 of the Asset Transfer Agreement is incorporated herein by reference.

ARTICLE XIX INDEMNIFICATION; LIMITATION OF LIABILITY

SECTION 19.01. Release; Limitation of Lessee's Liability.

(a) Lessor and each and every one of its officers, directors, employees, shareholders, attorneys and agents, and the respective heirs, executors, trustees, administrators, successors and assigns of any of the foregoing entities or persons and each and every one of its and their subsidiaries and Affiliates, and each and every one of the respective officers, directors, employees, shareholders, attorneys and agents, and the respective heirs, executors, trustees, administrators, successors and assigns of any of the foregoing entities or persons (hereinafter referred to, collectively, as "**Lessor Parties**"), do hereby absolutely and irrevocably remise, release and forever discharge Lessee and each and every one of its officers, directors, employees, agents, representatives, attorneys, parties, Affiliates, successors and assigns (hereinafter referred to, collectively, as the "**Lessee Indemnitees**"), of and from any and all claims (including, without limitation Environmental Claims), actions, causes of action, suits, debts, obligations, expenses (including, without limitation, reasonable attorneys' fees), bills, liens, liabilities, covenants, contracts, agreements, judgments and demands whatsoever, in law or in equity, or otherwise, whether known or unknown, accrued or unaccrued, which any of the Lessor Parties had, now has or may have against Lessee arising out of, related to, or in any way connected with the subject matter of this Lease, except for gross negligence, willful misconduct of Lessee, and breach of this Lease by Lessee. Subject to Sections 11.01 and 19.01(b), the foregoing shall not limit the rights of Lessor upon a default by Lessee hereunder.

(b) In the event of any default by Lessee hereunder, the liability of Lessee to Lessor shall be limited to and enforceable only out of its interest under this Lease, the "Intergovernmental Transfer" (as defined in the Asset Transfer Agreement), and the Revenues (to the extent that the provisions of the Indenture so permit), and there shall be no other recourse by Lessor against Lessee Indemnitees, past, present or future, or any of the property now or hereafter owned or leased by it or them under any circumstances whatsoever. No covenant, obligation or agreement of Lessee contained in this Lease shall be deemed to be a covenant, obligation or agreement of any present or future member, director, officer, agent, counsel, or employee of Lessee. Lessee shall and such persons shall be protected in its or their acting upon any paper or document believed by it or them to be genuine, and it or they may conclusively rely upon the advice of

counsel and may (but need not) require further evidence of any fact or matter before taking any action.

SECTION 19.02. Indemnity of Lessee.

(a) Lessor hereby agrees to indemnify, defend and hold harmless Lessee and the other Lessee Indemnitees, from and against any and all liabilities, losses, obligations, demands, claims (including, without limitation, any Environmental Claim), costs, expenses (including, without limitation, reasonable attorneys' fees and costs), proceedings, actions, causes of action, suits, claims (including, without limitation, any Environmental Claim), damages, judgments, penalties, the cost and expense of defending any of the foregoing and other legal proceedings arising from, relating to or in any way connected with this Lease, except with respect to Lessee's gross negligence, willful and wanton misconduct, or breach of this Lease. The foregoing obligations of Lessor shall survive the termination of this Lease.

(b) In case any action or proceeding is brought against Lessee or another Lessee Indemnitee in respect of which indemnity may be sought hereunder, the party seeking indemnity promptly shall give notice of that action or proceeding as soon as it has actual knowledge to Lessor, and Lessor upon receipt of that notice shall have the obligation and the right to assume the defense of the action or proceeding with counsel reasonably acceptable to the affected Lessee Indemnitees; provided, that failure of a party to give that notice shall not relieve Lessor from any of its obligations under this Section unless that failure shall have materially and adversely impaired the ability of Lessee to defend the action or proceeding by Lessor. At its own expense, a Lessee Indemnitee may employ separate counsel and participate in the defense.

(c) The indemnification set forth above is intended to and shall (i) include the indemnification of all affected directors, officers, agents and employees of Lessee respectively, and (ii) be enforceable by Lessee and the other Lessee Indemnitees, to the full extent permitted by law. However, the indemnification set forth herein does not and is not intended to give Lessee or the Indenture Trustee priority over any claims of the holders of the Parking Bonds.

(d) The insurance requirements set forth in this Lease or any of the other Financing Documents shall in no way be intended to modify, limit or reduce the indemnifications made in this Lease by Lessor to Lessee or the Indenture Trustee or to limit Lessor's liability under this Lease to the limits of the policies of insurance required to be maintained pursuant to the Financing Documents, provided that any insurance recoveries shall reduce any losses by Lessee or any Lessee Indemnitees. To the extent Lessor makes payments pursuant to this Section and the indemnity obligation is paid in full, Lessor shall be subrogated to the rights and remedies of Lessee and the other Lessee Indemnitees,

but, except with respect to insurance proceeds, only after all Indenture Obligations have been paid in full.

(e) The provisions of this Section 19.02 shall survive the termination of this Lease for any reason.

SECTION 19.03. Indemnity of Indenture Trustee.

(a) Notwithstanding any other indemnity provision contained herein or in any other Financing Document, Lessor hereby agrees to indemnify and hold the Indenture Trustee and its directors, officers, agents and employees, their respective successors and assigns (collectively, the "**Indenture Trustee Indemnitees**") harmless from and against any and all claims (including, without limitation, any Environmental Claim), liabilities, losses, damages, fines, penalties and expenses, including out-of-pocket actual expenses, actual incidental expenses, reasonable legal fees and expenses, allocated costs and expenses of in-house counsel and legal staff and the costs and expenses of defending against any such claim ("**Losses**") that may be imposed on, incurred by or asserted against, the Indenture Trustee or any of the other Indenture Trustee Indemnitees or any of them for following any instruction or other direction upon which the Indenture Trustee or any other Indenture Trustee Indemnitees is authorized to rely pursuant to the terms of this Lease, the Parking Bonds, or other Financing Document. In addition to and not in limitation of the immediately preceding sentence, Lessor also agrees to indemnify and hold the Indenture Trustee and the other Indenture Trustee Indemnitees and each of them harmless from and against any and all Losses that may be imposed on, incurred by or asserted against the Indenture Trustee Indemnitees or any of them in connection with or arising out of the Indenture Trustee's performance under this Lease, or any other Financing Document other than, with respect to such performance only, Losses resulting from the gross negligence of Indenture Trustee Indemnitees. The indemnification set forth in this Section 19.03 is intended to and shall (i) include the indemnification of all affected directors, officers, agents and employees of the Indenture Trustee, respectively, and (ii) be enforceable by the Indenture Trustee and the other Indenture Trustee Indemnitees, to the full extent permitted by law. Anything herein to the contrary notwithstanding, in no event shall the Indenture Trustee or the other Indenture Trustee Indemnitees be liable for special, indirect or consequential loss or damage of any kind whatsoever (including but not limited to lost profits) even if the Indenture Trustee or the other Indenture Trustee Indemnitees have been advised of the likelihood of such loss or damage and regardless of the form of action.

(b) In case any action or proceeding is brought against the Indenture Trustee or another Indenture Trustee Indemnitee in respect of which indemnity may be sought hereunder, the party seeking indemnity promptly shall give notice of that action or proceeding to Lessor, and Lessor upon receipt of that notice shall have the obligation and the right to assume the defense of the action or proceeding with counsel reasonably acceptable to the affected Indenture Trustee and Indenture Trustee Indemnitees; provided, that failure of a party to give that notice

shall not relieve Lessor from any of its obligations under this Section unless that failure prejudices the defense of the action or proceeding by Lessor. At its own expense, the Indenture Trustee or any other Indenture Trustee Indemnitee may employ separate counsel and participate in the defense.

(c) To the extent Lessor incurs expenses or pays for losses pursuant to this Section and the indemnification obligation is paid in full, Lessor shall be subrogated to the rights and remedies of the Indenture Trustee but only after all Indenture Obligations have been paid in full.

(d) Lessor acknowledges that its indemnification obligations set forth in this Lease are not limited and recourse may be had against the assets of Lessor now held or hereinafter acquired by Lessor provided however, in no event shall the indemnification obligations in this Lease or any other Financing Document extend to or include any direct obligation on the part of Lessor to pay all or any part of the Parking Bonds.

(e) The provisions of this Section 19.03 shall survive the termination of this Lease and the Indenture, payment of the Parking Bonds, and the removal or resignation of the Indenture Trustee for any reason in accordance with the Indenture for any reason.

SECTION 19.04. Limitation of Lessor's Liability. Except with respect to indemnification by Lessor of Lessee and/or the Indenture Trustee pursuant to Sections 19.02 and 19.03 or as elsewhere provided in this Lease, for which there shall be no limitation (and Lessee and the Indenture Trustee shall have recourse to any and all assets now held or hereafter acquired for satisfaction of any claim, remedy or cause of action), Lessor's liability under this Lease shall be limited to its interest in the Leased Premises and Rent payable under this Lease and except as set forth above Lessee shall have no other recourse for such liability against any other assets of Lessor now held or hereinafter acquired by Lessor for satisfaction of any claim, remedy or cause of action accruing to Lessee. In the exercise of the power of Lessor pursuant to this Lease, no officials or employees shall be personally liable to Lessee for any action taken or omitted by it or them in good faith and believed by them to be authorized or within the discretion or rights or powers conferred in this Lease, provided the foregoing is not intended to modify or limit the indemnification obligations of Lessor. Lessor acknowledges that its indemnification obligations set forth in this Lease are not limited and are full recourse obligations of Lessor provided, however, in no event shall such the indemnification in this Lease or any other Financing Document extend to or include any direct obligation on the part of Lessor to pay all or any part of the Parking Bonds.

ARTICLE XX NOTICES

SECTION 20.01. Notices. All notices, requests and other communications under this Lease shall be in writing, shall be deemed given and effective (a) when made by personal delivery with a written receipt of delivery, (b) one (1) Business Day after being sent by a nationally recognized overnight courier for next-day delivery; (c) three (3) Business Days after

being sent by United States registered or certified mail, postage prepaid, return receipt requested and (d) upon receipt of confirmation when made by e-mail, and, in each such case, shall be addressed as follows:

If to Lessor:

Harrisburg Parking Authority
(for USPS)
P.O. Box 1142
Harrisburg, Pa
17108-1142
Attn: Richard D. Kotz, Executive Director
(for other than USPS)
123 Walnut St, Suite 317
Harrisburg, Pa 17101
E-mail: rkotz@harrisburgparking.org

With a copy to:

Pepper Hamilton LLP
100 Market Street, Suite 200
Harrisburg, Pa 17108-1181
Attn: Timothy B. Anderson
E-mail: andersont@pepperlaw.com

If to Lessee:

Pennsylvania Economic Development Financing Authority
c/o Department of Community and Economic Development
Commonwealth Keystone Building
400 North Street, 4th Floor
Harrisburg, Pa 17120
Attn: Executive Director
E-mail: sdrizos@pa.gov

With a copy to:

Office of Chief Counsel
Department of Community and Economic Development
Commonwealth Keystone Building
400 North Street, 4th Floor
Harrisburg, Pa 17120

(And with copies to the Qualified Designee, the Asset Manager, the Operator, AGM, and the County, which copies do not constitute notice

to the Lessee, nor will the failure to provide such copies make notice to the Lessee defective or invalid)

The parties to this Lease, or either of them, may designate in writing from time to time any changes in addresses or any addresses of substitute or supplementary persons in connection with said notices. Except as otherwise expressly provided herein, any provision herein that one party shall notify the other of some matter is to be construed as a requirement that notice is to be given in accordance with the provisions of this Section.

ARTICLE XXI MISCELLANEOUS PROVISIONS

SECTION 21.01. Recordation. The parties have executed and will have recorded a memorandum of lease respecting this Lease.

SECTION 21.02. Successors. The respective rights and obligations provided in this Lease shall bind and shall inure to the benefit of the parties hereto, their respective successors and assigns; provided, however, no rights shall inure to the benefit of any successors or assigns of Lessee (except for the Indenture Trustee) unless Lessor's written consent for the transfer to such successor or assignee has first been obtained as required in Article XII; and, provided further, no rights shall inure to the benefit of any successors or assigns of Lessor unless Lessee's written consent for the transfer to such successor or assignee has first been obtained as required in Article XII, except as otherwise specifically set forth therein.

SECTION 21.03. Non-Merger. There shall be no merger of this Lease nor of the leasehold estate created by this Lease with fee title to the Leased Premises or any part thereof by reason of the fact that the same person may own or acquire or hold, directly or indirectly, (a) this Lease or the Leasehold Estate or any interest in this Lease or in the Leasehold Estate, and (b) fee title to the Leased Premises or any part thereof or any interest in such fee title, and no such merger shall occur unless and until Lessor and Lessee and each mortgagee shall join in a written instrument effecting such merger and shall duly record the same.

SECTION 21.04. Consents. Except as otherwise specifically provided herein, whenever the consent, approval, satisfaction, discretion or determination of Lessor or Lessee is required under this Lease, such consent, approval, satisfaction or determination shall not be unreasonably withheld or delayed.

SECTION 21.05. Expiration of Lessee; Expiration of Lessor. In the event that during the Term of this Lease, the existence of Lessee is not continued, renewed or extended pursuant to Applicable Law and a successor to Lessee is not established pursuant to Applicable Law, all rights and obligations of Lessee under this Lease shall automatically vest in the Person to which Lessee's interests hereunder are transferred whether by operation of law or otherwise. In the event that during the Term of this Lease, the existence of Lessor is not continued, renewed or extended pursuant to Applicable Law and a successor to Lessor has not been established pursuant to Applicable Law, all rights and obligations of Lessor under this Lease shall automatically vest in the Person to which Lessee's interests hereunder are

transferred whether by operation of law or otherwise. In any such event, Section 21.03 is applicable and this Lease shall remain in full force and effect.

SECTION 21.06. Right-to-Know Law. Section 10.1 of the Asset Transfer Agreement is incorporated herein by reference.

SECTION 21.07. Governing Law. This Lease shall be construed, governed and enforced in accordance with the laws of the Commonwealth of Pennsylvania.

SECTION 21.08. Severability. If any provisions of this Lease or portions thereof shall be held to be invalid, void or unenforceable, the remaining provisions of this Lease or portions thereof shall in no way be affected or impaired and such remaining provisions or portions thereof shall remain in full force and effect.

SECTION 21.09. Captions. Any heading preceding the text of the several Sections and Subsections hereof are inserted solely for the convenience of reference and shall not constitute a part of this Lease, nor shall they affect its meaning, construction or effect.

SECTION 21.10. Waiver of Jury Trial. It is mutually agreed that Lessor and Lessee hereby waive trial by jury in any action, proceeding or counterclaim brought by either of the parties hereto against the other as to any matters arising out of or in any way connected with this Lease.

SECTION 21.11. Entire Agreement. This Lease (including the Exhibits hereto) contains all the agreements, conditions, understandings, representations and warranties made between the parties hereto with respect to the subject matter hereof and supersedes all prior negotiations and proposals (either written or oral) with respect to the subject matter hereof. This Lease may not be modified or terminated orally or in any manner other than by an agreement in writing signed by both parties hereto or their respective successors in interest.

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be executed by their duly authorized officers or representatives as of the day and year first above written.

LESSOR

HARRISBURG PARKING AUTHORITY

By: _____ (SEAL)
Sanford Long, Chairman

By: _____ (SEAL)
Jennifer Smallwood, Secretary

LESSEE

PENNSYLVANIA ECONOMIC
DEVELOPMENT FINANCING
AUTHORITY

ATTEST:

Name:
(Assistant) Secretary

By: _____
Stephen M. Drizos, Executive Director

EXHIBITS

Exhibit "A" Leased Premises

Exhibit "B" Permitted Encumbrances

Exhibit "C" Parking Rates and Period of Operation

Exhibit "D" Environmental Reports

Exhibit "E" Required Capital Improvements

Exhibit A
LEASED PREMISES

[TO BE INSERTED FROM TITLE INSURANCE COMMITMENTS]

EXHIBIT B
PERMITTED ENCUMBRANCES

[TO BE INSERTED FROM TITLE INSURANCE COMMITMENTS]

**EXHIBIT C
PARKING RATES AND PERIOD OF OPERATION**

Monthly Unreserved Rates by Garage

	Locust	Market Sq	River	Chestnut	City Island Garage and Lot	Fifth	H Univ	Seventh Street Garage and Lot	South	Walnut
Category	High	Medium	Medium	High	City Island	High	Medium	High	South	High
HPA Rate	\$155	\$155	\$155	\$155	\$75	\$155	\$155	\$155	\$155	\$155
1/1/14 Rate	175	170	165	175	100	170	170	170	170	175
1/1/15 Rate	185	180	170	185	105	180	180	180	180	185
1/1/16 Rate	195	190	185	195	115	190	190	190	190	195
1/1/17 Rate	200	195	190	200	120	195	195	195	195	200

Monthly Reserved Rates by Garage

	Locust	Market Sq	River	Chestnut	City Island Garage and Lot	Fifth	H Univ	Seventh Street Garage and Lot	South	Walnut
Category	High	Medium	Medium	High	City Island	High	Medium	High	South	High
HPA Rate	\$200	\$200	\$200	\$200	\$200	\$200	\$200	\$200	\$200	\$200

Monthly reserved rates will be 135% of the corresponding unreserved monthly rate, rounded to the nearest \$5/month.

Monthly Unreserved Rates by Lot

	Mulberry/Dewberry	10 th Street	Mulberry
HPA Rate	NA	\$85	\$95
1/1/14 Rate	NA	100	100
1/1/15 Rate	NA	105	105
1/1/16 Rate	NA	115	115
1/1/17 Rate	NA	120	120

Transient Rate Categories by Garage

	Locust	Market Sq	River	Chestnut	City Island	Fifth	H Univ	Seventh	South	Walnut
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Category	High	Medium	Medium	High	City Island	High	Medium	High	South	High
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Transient Rates

Hours	HPA		1/1/14 Rates				1/1/15 Rates			
	All	City Island	High	Medium	South	City Island	High	Medium	South	City Island
0.50			\$3.00	\$3.00	\$3.00		\$3.00	\$3.00	\$3.00	
2.00	\$5.00		7.00	7.00	5.00		8.00	8.00	6.00	
3.00	7.00		9.00	9.00	7.00		10.00	10.00	8.00	
4.00	8.00		11.00	11.00	8.00	\$5.00	12.00	12.00	9.00	6.00
5.00	9.00									
10.0			18.00	16.00	16.00		20.00	18.00	18.00	
11.0	16.00									
24.0	20.00	\$5.00	25.00	20.00	20.00	10.00	25.00	20.00	20.00	12.00

Transient Rates by Lot

The HPA does not currently charge transient rates at lots. PEDFA will have the right to charge transient rates at lots that do not exceed the transient rates for Medium category garages.

Meter Rates

Minutes	HPA		1/1/14 Rates	
	CBD	Other	CBD	Other
10	\$0.25			
15		\$0.25	\$0.75	
30				\$0.75
60	1.50	1.00	3.00	1.50

Current Hours: Rates are in effect Monday – Friday, 8:00 am to 5:00 pm.

New Hours: Meter operation may be expanded up to 11 hours each weekday and Saturday (meters will not be operated on Sundays and Holidays) for the first five years from the date of Closing. Thereafter, the hours and days of operation will not be restricted.

Meter Enforcement

	Meter Violation	Late Payment
City Rate	\$14	\$11
Initial Rate	\$30	\$20

Violation and late payment rates are subject to applicable state law, such as 75 Pa.C.S. §3353(a).

Permitted Escalation of Parking Rates

For periods after those specified above, parking rates may be increased in each rate category (e.g. monthly unreserved) up to the greater of 3% or the Index per annum (the "Annual Cap"). Allowable rate increases are cumulative, whether or not the full inflation-related allowance is taken in any year. PEDFA is permitted to establish other reasonable charges for services not identified in this Exhibit E.

PEDFA will be allowed to operate under a dynamic framework that provides for the ability to adjust rates at different garages at different intervals, allows for the creation, changing and collapsing of rate categories, and allows for price differentiation between transient and monthly (reserved, for example) categories.

The Annual Cap applies on an average system-wide basis. For monthly garage rates, average rate means the arithmetic average of monthly rates at all garages. For transient garage rates, average rate means the arithmetic average of the transient all rates at all garages, provided that PEDFA is allowed to expand or collapse rate subcategories (e.g., deleting the 3-4 hour rate, or adding an 8-10 hour rate) so long as the average rate is within the Annual Cap. For meter rates, average rate in a given area (e.g., CBD, non-CBD) means the arithmetic average of the highest per hour charges in the area.

Monthly rates will be rounded to the nearest \$5 per month. Transient rates will be rounded to the nearest \$1.00 per period. Meter rates will be rounded to the nearest \$0.25 per period.

The Parking Enforcement Delegation Agency will have the right to raise future citation rates for meter violations so that citation rates for meter violations at all times equal or exceed 10 times the corresponding 60-minute rate at CBD meters. Citation rates will be rounded to the nearest \$5.

Note: the above rate schedules (and related averages) do not apply to any individual negotiated parking arrangements or contracts, such as the Parking Lease or valet parking.

All limitations and rate restrictions in this Exhibit E may be exceeded to the extent necessary to achieve compliance with the Rate Covenant and the Prospective Rate Covenant.

Exhibit D
ENVIRONMENTAL REPORTS

Exhibit E

REQUIRED CAPITAL IMPROVEMENTS

Within twelve (12) months of Closing:

Off-Street Parking System

1. Installation of new pay-on-foot stations (POF Machines), entry stations, exit stations, card readers, cameras and a hotel coding station along with various gate replacements and improvements at an estimated cost of \$1,900,000. All payment devices will be credit/debit card enabled and integrated with Off-Street Operator's remote management center.

On-Street Parking

2. Removal of existing on-street meters and signs attached to the meters. Fabrication and installation of new signs estimated at a cost of \$50,000.
3. Installation of new multi-space units and single space units each credit/debit card enabled, to replace existing pay stations and meters. The estimated cost of the on-street equipment is \$1,300,000. The exact configuration of multi-space units and single space units across the system may change prior to the final install. Based on preliminary estimates, it is anticipated that approximately 111 multi-space units and approximately 496 single space units will be installed.
4. Two vehicles equipped with License Plate Recognition (LPR) technology estimated at a cost of \$120,000.
5. One vehicle (light duty transit van) to be used for meter operations estimated at a cost of \$25,000.

Within thirty-six (36) months of Closing:

6. Per Desman Physical Conditions Review of the Long Term Concession and Lease of the Harrisburg Public Parking System, dated November 19, 2013, Years 1-2 garage improvements and repair capital totaling approximately \$2.6 million. While weather and use conditions might accelerate or delay some of these capital outlays, approximately \$2.465 million will be spent on structural, waterproofing and electrical and approximately \$114,000 for parking lot resurfacing.