

**Prepared By/Return to:**

Donald R. Geiter, Esquire  
Barley Snyder LLC  
126 East King Street  
Lancaster, PA 17602

**Property Address:**

116 Pine Street, Harrisburg  
Dauphin County, Pennsylvania

**OPEN-END MORTGAGE AND SECURITY AGREEMENT**

**This Mortgage Secures Future Advances**

THIS MORTGAGE made as of June, 2008, between <sup>2008</sup> **PINE STREET, LLC**, a Delaware limited liability company, maintaining an address of One Dag Hammarskjold Plaza, 885 Second Avenue, 34th Floor, New York, NY 10017 ("Mortgagor") and **COMMERCE BANK/HARRISBURG, N.A.**, a national banking association, with an office at 3801 Paxton Street, Harrisburg, Pennsylvania 17111-0999 ("Mortgagee").

WHEREAS, Mortgagor and Mortgagee are parties to that certain Loan Agreement, dated as of the date hereof (the "Loan Agreement"), between Mortgagor and Mortgagee relating to the loan from Mortgagee to Mortgagor in the original principal amount of Four Million Five Hundred Thousand Dollars (\$4,500,000.00), and evidenced by Mortgagor's term note of even date herewith in the original principal amount of Four Million Five Hundred Thousand Dollars (\$4,500,000.00) (the "Note"), the proceeds of which will be used to assist in the financing of the acquisition by Mortgagor of certain real property located at 116 Pine Street, Harrisburg, Dauphin County, Commonwealth of Pennsylvania, more fully described in **Exhibit "A"** attached hereto and made a part hereof (the "Real Property").

WHEREAS, pursuant to the Loan Agreement, Mortgagor has agreed to pay to the Bank all amounts due on the Loan, on the terms and conditions set forth therein, all of which are incorporated herein by reference. The Loan Agreement and this Mortgage, the Note, and any guaranty or assignment securing payment by Mortgagor under the Loan Agreement are hereinafter referred to individually as a "Loan Document" and collectively as the "Loan Documents."

NOW THIS MORTGAGE WITNESSETH, that in consideration of the aforesaid, and as security for the timely payment of all amounts due on the Loan, the interest thereon, together with all extensions, modifications, and renewals thereof, and together with all other sums recoverable by Mortgagee under the terms of the Loan Documents, and together with all existing

and future liabilities of Mortgagor to Mortgagee under the Loan Documents (said indebtedness, interest and all other sums and liabilities are hereinafter collectively referred to as the "Aggregate Debt"), and as security for the due and timely performance by Mortgagor of all of the other provisions of the Loan Documents, and intending to be legally bound hereby, Mortgagor hereby GRANTS, BARGAINS, SELLS, CONVEYS, ASSIGNS, TRANSFERS, RELEASES, PLEDGES AND MORTGAGES to Mortgagee all that certain Real Property.

TOGETHER WITH all right, title and interest of Mortgagor in and to the following property rights and interests, which Mortgagor hereby assigns to Mortgagee until the Aggregate Debt is paid (the Real Property together with the following property being hereinafter collectively called the "Mortgaged Property"):

a. all buildings and other improvements now or hereafter located on the Real Property ("Improvements");

b. all streets, lanes, alleys, passages, ways, water, courses, easements, rights, liberties, privileges, tenements, hereditaments and appurtenances whatsoever thereunto belonging to or in any way made appurtenant hereafter, and the reversions and remainder, with respect thereto ("Appurtenances");

c. all awards or payments, including interest thereon, which may be made with respect to the Real Property and Improvements, whether from the exercise of the right of eminent domain (including any transfer made in lieu of the exercise of said right), or for any other injury to or decrease in the value of the Real Property or Improvements including, without limitation, all awards or payments of estimated compensation, all damages to the Real Property or Improvements resulting from any taking, all machinery and equipment dislocation expenses, all settlement amounts, all apportionments of taxes, reimbursement of attorneys and engineers fees, all moving expenses and all business dislocation expenses ("Awards");

d. all insurance policies covering the Real Property or Improvements and all proceeds of any unearned premiums on any such insurance policies including, without limitation, the right to receive and apply the proceeds of any insurance, judgments, or settlements made in lieu thereof, for damage to the Real Property or Improvements ("Insurance Policies");

e. all leases and other agreements affecting the use or occupancy of any portion or all of the Real Property or Improvements, whether heretofore or hereafter executed and all rights of Mortgagor to payment under any such lease or agreement ("Leases");

f. all rents, receipts, issues, profits and other income of any and all kinds (including deposits) received or receivable and due or to become due from the sale or lease of any property, goods or materials or from the rendering of services including, but not limited to (i) the lease of all or a portion of the Real Property or Improvements, or (ii) the operation of any income-producing facility on the Real Property or Improvements (all of such proceeds, receipts and income are hereinafter referred to as the "Income and Rents" and all such rights are hereinafter referred to as the "Accounts Receivable");

g. all machinery, apparatus, equipment, furniture, furnishings, fixtures, inventory, goods, appliances, air conditioning units, elevators, cooking and laundry facilities and

all other property of every kind and nature owned by Mortgagor or in which Mortgagor has an interest and attached to, contained in or used in connection with the Real Property, whether now owned or hereafter acquired, together with all replacements thereof and accessories, parts and accessions thereto, and any and all proceeds therefrom ("Furniture, Equipment and Apparatus"); and

h. the right, in the name and on behalf of itself or Mortgagor, to appear in or defend any action or proceeding brought with respect to the Real Property or Improvements (including without limitation, any condemnation or arbitration proceedings) and to commence any action or proceedings to protect the interest of Mortgagee in the Real Property and Improvements.

TO HAVE AND TO HOLD the Mortgaged Property unto Mortgagee, its successors and assigns forever. All right, title and interest of Mortgagor in and to all extensions, improvements, betterments, renewals, substitutes and replacements of, and all additions and appurtenances to the Mortgaged Property hereafter acquired by, or released to, Mortgagor or constructed, assembled or placed by Mortgagor on the Real Property, and all conversions of the security constituted thereby, immediately upon such acquisition, release, construction, assembling, placement or conversion, as the case may be, and in each such case, without any further mortgage, pledge, conveyance, assignment or other act by Mortgagor, shall become subject to the lien of this Mortgage as fully and completely, and with the same effect, as though now owned by Mortgagor and specifically described herein. Notwithstanding the foregoing, Mortgagor shall, at its own cost, make, execute, acknowledge, deliver and record any and all such further acts, deeds, conveyances, mortgages, notices of assignment, transfers, assurances and other documents as Mortgagee shall from time to time require for better assuring, conveying, assigning, transferring and confirming unto Mortgagee of the Mortgaged Property and the other rights hereby conveyed or assigned or intended now or hereafter so to be, or which Mortgagor may be or may hereafter become bound to convey or assign for carrying out the intention of facilitating the performance of the terms of this Mortgage. In addition, Mortgagor hereby agrees that this Mortgage is a security agreement under the Pennsylvania Uniform Commercial Code and creates in Mortgagee a security interest thereunder in, among other things, all Awards, Insurance Policies, Leases, Income and Rents, Accounts Receivable and Furniture, Equipment and Apparatus, to the extent the same are not considered real property under applicable law. Mortgagor shall, at its own cost and expense, execute, deliver and file any financing statements, continuation certificates and other documents Mortgagee may require from time to time to perfect and maintain in favor of the Mortgagee a security interest under the Uniform Commercial Code in such Awards, Insurance Policies, Leases, Income and Rents, Accounts Receivable and Furniture, Equipment and Apparatus. Without limiting the generality of any of the foregoing, Mortgagor hereby irrevocably appoints Mortgagee attorney-in-fact for Mortgagor to execute, deliver and file any of the documents referred to hereinabove for and on behalf of Mortgagor.

PROVIDED ALWAYS, and these presents are upon this express condition, that if Mortgagor or its successors or assigns shall well and truly pay or cause to be paid unto Mortgagee, its successors or assigns, the Aggregate Debt secured by this Mortgage, and otherwise perform Mortgagor's obligations under the Loan Documents, then this Mortgage, and the estate hereby granted, shall cease, determine and be void, and Mortgagee shall furnish to Mortgagor a satisfaction of this Mortgage in proper form for recording, but Mortgagee shall not

be required to bear any expense or cost in connection with such satisfaction or the recording thereof.

THIS MORTGAGE covers, inter alia, present and future advances made pursuant to the Note and such future advances, shall relate back to the date of this Mortgage.

MORTGAGOR WARRANTS TO AND COVENANTS WITH Mortgagee as follows:

1. Title. As of the date hereof (a) Mortgagor has good and marketable title to an indefeasible fee simple estate in the Mortgaged Property subject to no lien, charge or encumbrance other than this Mortgage; (b) this Mortgage is and shall remain a valid and enforceable first lien on the Mortgaged Property subject only to the matters referred to in subparagraph (a) hereof; (c) Mortgagor shall preserve such title, and all of its rights in and to the Mortgaged Property, and shall forever warrant and defend the validity and priority of the lien hereof against the claims of all persons and entities whomsoever, subject only to the matters referred to in subparagraph (a) hereof; and (d) Mortgagor has full power and lawful authority to mortgage the Mortgaged Property and grant a security interest therein in the manner and form herein done or intended hereafter to be done.

2. Payment and Performance. Mortgagor shall punctually pay or cause to be paid the Aggregate Debt, in the amounts and at the times and places that the same may be due, and perform and comply with all of the terms, covenants, conditions and obligations contained in the Loan Documents.

3. Taxes and Other Charges. Mortgagor shall pay all taxes of every kind and nature (including real and personal property, income, gross receipts, franchise, profits, sales and withholding taxes), all general and special assessments, water and sewer rents and charges, and all levies, permits, inspection and license fees and other public charges now or hereafter levied or assessed against the Mortgaged Property as liens or assessments (hereinafter individually called a "Tax" and collectively the "Taxes") as the same shall become due and payable from time to time and before interest or penalties accrue thereon; provided, however, that Mortgagor shall not be required to pay any Tax to the extent that nonpayment thereof is permitted while the validity thereof is being contested, so long as (a) Mortgagor notifies Mortgagee in writing of intention to contest the validity thereof, (b) the validity thereof is being contested in good faith by Mortgagor and (c) Mortgagor deposits with Mortgagee if Mortgagee so requests an amount deemed sufficient to make such payment if the contest is unsuccessful. Notwithstanding the foregoing, Mortgagor shall under no circumstances permit the Mortgaged Property to be sold or advertised for sale for nonpayment of any Tax. Mortgagor shall not apply for or claim any deduction from the taxable value of the Mortgaged Property because of the existence of the Note or this Mortgage. Subject to Mortgagor's right to contest any Tax as hereinabove provided, Mortgagor shall deliver to Mortgagee receipts evidencing the payment of such Tax on or before the last day on which any Tax may be paid without interest or penalties or as soon thereafter as such receipts are available.

4. Insurance. Mortgagor shall keep the Improvements and the Equipment continuously insured against loss or damage by fire (with extended coverage), theft, vandalism, malicious mischief, sprinkler leakage, earthquake, flood (if the Mortgaged Property is located in a flood

plain area) and such other hazards under policies as Mortgagee shall accept on the closing date in a total amount equal to the full insurable value, as determined by the insurance company which shall issue such insurance, or in any event not less than that amount below which any co-insurance provisions would apply and not less than the then outstanding amount of the Aggregate Debt. Mortgagor shall also carry comprehensive liability insurance (including bodily injury and property damage) covering all operations of Mortgagor on the Mortgaged Property under a policy as Mortgagee shall accept on the closing date. Any policy or policies with respect to all of the above-mentioned insurance (hereinafter called a "Policy") (a) shall be issued by an insurer reasonably acceptable to Mortgagee, (b) shall contain, in the case of the hazard insurance and business interruption or rental loss insurance, a mortgagee clause endorsement naming Mortgagee and its successors and assigns as an additional insured and loss payee thereunder, as its interests may appear, (c) shall contain a provision that Mortgagee shall be given thirty (30) days' prior written notice of material change or cancellation of said Policy and that no such change or cancellation shall be effective as to Mortgagee in the absence of such notice, and (d) shall contain such other provisions substantially as are contained in the policies of insurance placed by Mortgagor on the Property on the closing date as accepted by the Mortgagee. Any such Policy may provide for customary "deductibles" provided the limits thereof are reasonably satisfactory to Mortgagee. Not less than fifteen (15) days' prior to any date upon which any premium for such insurance shall be due and payable, Mortgagor shall deliver to Mortgagee satisfactory evidence that such premium has been paid, and further, not less than fifteen (15) days' prior to the expiration date of any Policy, Mortgagor shall deliver to Mortgagee satisfactory evidence of the renewal of such Policy. In the event of the foreclosure of this Mortgage or other transfer of Mortgagor's interest in the Mortgaged Property in satisfaction of the Aggregate Debt, all right, title and interest of Mortgagor to any Policy then in force covering the Mortgaged Property shall pass to the transferee of the Mortgaged Property.

5. Tax and Insurance Escrow. Upon the request of Mortgagee, Mortgagor shall pay to Mortgagee on the first day of each month a sum equal to one-twelfth (1/12) of the amount of (a) all real estate taxes, water and sewer charges and assessments, if any, as estimated from time to time by Mortgagee, becoming due with respect to the Mortgaged Property on the next succeeding date upon which the same shall be due and payable and (b) all premiums, computed on an annual basis, for the insurance required to be carried pursuant to Paragraph 4 hereof. All such amounts (hereinafter, the "Escrows") shall be held by Mortgagee in such manner as it sees fit without any obligation to invest the same or (if invested) to account for any income or loss resulting therefrom; provided however, that if and to the extent that Mortgagee is required under applicable law to invest the escrows for the benefit of Mortgagor. The Escrows shall be applied to the payment of the respective items in respect of which the Escrows are deposited, or at Mortgagee's option, to the payment of any such items in such order of priority as Mortgagee shall determine, as the same become due and payable. If the amount of Escrows then on deposit therefor shall be insufficient to pay such item, Mortgagor within five (5) days after demand is made therefor shall deposit the amount of such deficiency with Mortgagee. If, when making any assignment of this Mortgage, the then Mortgagee shall pay over to its assignee the then balance of the Escrows and such assigning Mortgagee shall have no further obligation to Mortgagor with respect to such deposits. Nothing contained herein shall in any way abridge or reduce Mortgagor's rights to contest or file any challenge to any real property taxes assessed against the Property seeking to reduce any tax assessments imposed by one or more taxing authorities against the Mortgaged Property.

6. Casualty Loss. Mortgagor shall notify Mortgagee in writing immediately upon the occurrence of any loss affecting the Mortgaged Property. Mortgagor hereby directs any insurer to pay directly to Mortgagee any moneys payable under any Policy, and Mortgagor hereby appoints Mortgagee as attorney-in-fact to endorse any draft therefor. In the event of a default, sums paid to Mortgagee by any insurer may be retained and applied by Mortgagee toward payment of the Aggregate Debt (whether or not any portion thereof may then be due and payable) in such priority and proportions as Mortgagee in its discretion shall deem proper, and any sums not so applied, at the discretion of Mortgagee, may be paid, either in whole or in part, to Mortgagor for such purposes and upon such conditions as Mortgagee shall designate. If, in its sole discretion in the event of default, Mortgagee makes any such sums available to Mortgagor for repairing the damaged property, Mortgagor shall deposit with Mortgagee prior to the commencement of such repairs an amount equal to the difference between the cost to repair the damaged property and the sums made available by Mortgagee on account of such insurance. Any funds deposited with Mortgagee pursuant to the preceding sentence shall be released to Mortgagor only upon reasonable determination by Mortgagee that the repairs have been performed satisfactorily, after inspection thereof by Mortgagee. The determination of the cost to repair the damaged property shall be made by Mortgagee unless Mortgagor has delivered to Mortgagee a guaranteed maximum price ("GMP") bid from a reputable contractor to complete such repairs, in which case, the cost to repair the damaged property shall be deemed to be the GMP. If Mortgagee retains such insurance money and applies the same toward payment of the Aggregate Debt, the lien of this Mortgage shall be reduced only by the amount thereof retained by Mortgagee and actually applied by Mortgagee in reduction of the Aggregate Debt. Should Mortgagee apply any sums against the Aggregated Debt, the same shall be applied without any prepayment penalties. In the event that Mortgagor is not in default under this Mortgage, all moneys payable under any Policy shall be paid over to the contractor on behalf of the Mortgagor for repair of the Mortgaged Property upon reasonably satisfactory evidence that said repairs have been contracted for and that the sums for payment for such repairs have been incurred and are payable.

7. Condemnation. In the event that the whole or any part of the Mortgaged Property secured by this Mortgage is condemned or taken for any period of time, or there is any other injury to or decrease in value of the Mortgaged Property as a result of any public or quasi-public authority or corporation exercising the power of eminent domain or otherwise, all sums awarded as damages for such condemnation or taking to which Mortgagor is entitled shall be paid over immediately to Mortgagee. Upon the receipt thereof, Mortgagee may deduct and withhold from the amount actually received any costs, charges or fees incurred by Mortgagee in connection with the recovery of such award, and thereafter Mortgagee in the event that Mortgagor is in default, may apply all or any portion of the balance to the discharge of the Aggregate Debt. In the event that the Mortgagor is not in default all remaining amounts shall be paid over to Mortgagor for the purpose of restoring or repairing the Mortgaged Property or for any purpose or object satisfactory to Mortgagee. Mortgagor hereby irrevocably appoints Mortgagee as attorney-in-fact for Mortgagor for the purpose of collection of any or all proceeds available in connection with the condemnation of the Mortgaged Property. If the Mortgaged Property is transferred, through foreclosure or otherwise, prior to the receipt by Mortgagee of such award of payment, Mortgagee shall have the right, whether or not a deficiency judgment on the Note shall have been sought, recovered or denied, to receive such award or payment, or a portion thereof

sufficient to pay the Aggregate Debt, whichever is less. Should the Mortgagee apply any sums against the Aggregated Debt, the same shall be applied without any prepayment penalties.

8. Preservation of Lien; Conveyance of Title. Mortgagor shall pay, from time to time as and when the same shall become due, all claims and demands of any persons or entities which, if unpaid, might result in or permit the creation of a lien on the Mortgaged Property or any part thereof, and in general shall do or cause to be done everything necessary so that the lien hereof shall be fully preserved and so that there shall not be created, permitted or suffered to exist any lien, encumbrance or charge affecting the Mortgaged Property other than those matters referred to in paragraph 1(a) hereof and a loan in the amount of \$300,000 from the members of the Mortgagor (which Jacob Frydman and Roy Wells collectively borrowed from the Mortgagee and subsequently loaned to such members of Mortgagor), which has been previously approved by Mortgagee, all at the sole cost of Mortgagor. At Mortgagee's election, and without notice to Mortgagor, Mortgagee may make but is not obligated to make, any payments which Mortgagor has failed to make under any prior lien, but such payment by Mortgagee shall not release Mortgagor from Mortgagor's obligations or constitute a waiver of Mortgagor's default hereunder. Any sum so expended by Mortgagee shall be secured by this Mortgage, together with interest thereon at the rate stipulated in the Note from the date such payment is made by Mortgagee until the date of repayment by Mortgagor. Notwithstanding the foregoing, Mortgagor shall have the right, at its sole cost and expense, to contest in good faith by any lawful means any such claims and demands, provided that it notifies Mortgagee in writing of its intention to do so and deposits with Mortgagee, if Mortgagee so requests, an amount deemed sufficient by Mortgagee to satisfy such claims and demands if it is ultimately determined that Mortgagor is responsible therefor. Mortgagor shall not convey or attempt to convey or permit or suffer a conveyance, lease (other than to a tenant in the ordinary course of business), or transfer of legal or equitable title to the Mortgaged Property or any part thereof and whether such conveyance or transfer is voluntary, involuntary, by operation of law or otherwise, so long as any part of the Aggregate Debt remains unpaid without the prior written consent of Mortgagee.

9. Purchase Money Mortgage. This Mortgage shall be a purchase money mortgage.

10. Maintenance and Repair; Compliance with Laws and Regulations. Mortgagor shall cause the Mortgaged Property to be maintained in good condition and repair, reasonable wear and tear excepted. None of the Improvements, shall be removed, demolished, materially altered or sold, without the prior written consent of Mortgagee. Mortgagor shall promptly comply with all laws, orders, ordinances, regulations, restrictions and requirements of governmental authorities, of courts and of insurance companies applicable to Mortgagor or affecting the Mortgaged Property, or the use thereof. Mortgagor shall promptly repair, replace or rebuild any part of the Mortgaged Property which may be damaged or destroyed by any casualty or which may be affected by any condemnation or eminent domain proceeding.

11. Leases. Mortgagor may enter into any lease, license or similar agreement relating to the Mortgaged Property; provided, however, that no lease, license, or similar agreement relating to the Mortgaged Property shall contain any option or right to exercise any option to purchase any portion of the Mortgaged Property without the prior written consent of Mortgagee. Each new lease, lease renewal or similar agreement shall contain an express provision signed by each lessee, acknowledging that the leasehold rights of the lessee are subordinated to and shall always

be junior to the rights of the Mortgagee. Mortgagor shall cause to be promptly delivered to Mortgagee, upon the request of Mortgagee, an estoppel certificate, in a form satisfactory to Mortgagee from any tenant at the Mortgaged Property.

12. Required Notice. Mortgagor shall give Mortgagee prompt written notice of any material action or proceeding purporting to affect the Mortgaged Property of which it has actual knowledge including, without limitation, the following: (a) a fire or other casualty causing damage to the Mortgaged Property; (b) receipt of notice of condemnation of the Mortgaged Property or any part thereof; (c) receipt of notice from any governmental authority relating to the structure, use or occupancy of the Mortgaged Property; (d) receipt of any notice from any tenant of all or any portion of the Mortgaged Property; (e) any change in the permitted occupancy of the Mortgaged Property; (f) receipt of any notice from the holder of any lien or security interest in the Mortgaged Property; or (g) commencement of any litigation affecting the Mortgaged Property. Mortgagee shall have the right to appear in or defend any such action or proceeding to the same extent as Mortgagor. Furthermore, Mortgagee shall have the right to bring any action or proceeding, in the name and on behalf of itself, which Mortgagee, in its discretion, feels should be brought to protect its interest in the Mortgaged Property or any part thereof.

13. Mortgagee's Right to Cure. Mortgagee shall have the right, but not the obligation, at Mortgagee's election and without notice to Mortgagor, to cure any default by Mortgagor under any of the Loan Documents or under any mortgage or with respect to any security interest, lien or encumbrance which is senior in lien and position to this Mortgage. Any payments made or expenses incurred by Mortgagee in the exercise of such right shall not release Mortgagor from Mortgagor's obligation or constitute a waiver of Mortgagor's default hereunder. Any such payments made or expenses incurred by Mortgagee shall be repayable on demand by Mortgagee, together with interest thereon at the rate specified in the Note from the date such payment was made or such expense was incurred, and the aggregate amount thereof, including such interest, shall become part of the Aggregate Debt and shall be secured by the lien of this Mortgage.

14. Certificate of No Offsets. Within ten (10 ) days after being requested to do so by Mortgagee, Mortgagor shall furnish to Mortgagee or any proposed assignee of this Mortgage a statement, duly executed, acknowledged and certified by Mortgagor, setting forth the remaining unpaid amount of the Aggregate Debt and whether there exist any uncured defaults, offsets or defenses thereto.

15. Right to Inspect. Mortgagor shall permit Mortgagee and its agents to enter and inspect the Mortgaged Property or any part thereof at all reasonable times upon reasonable notice to Mortgagor.

16. Revenue, Tax or Other Stamps. Mortgagor shall pay the cost of any revenue, tax or other stamps now or hereafter required by the laws of the Commonwealth of Pennsylvania or the United States to be affixed to the Note or this Mortgage and if any taxes are imposed under the laws of the Commonwealth of Pennsylvania or the United States with respect to evidences of indebtedness so secured, Mortgagor shall pay or reimburse Mortgagee upon demand the amount of such taxes without credit against any indebtedness evidenced by the Note. If Mortgagor does not or may not do so, Mortgagee may at its option accelerate the indebtedness evidenced by the Note to maturity as in the case of default by Mortgagor.



### 17. Environmental Compliance.

(a) Except as previously disclosed to Mortgagee by Mortgagor in writing, Mortgagor represents that neither the Mortgagor nor, to the best of its knowledge any prior owner, tenant or subtenant has, except in compliance with all applicable laws pertaining to Hazardous Substances other than those substances and janitorial supplies commonly found in similarly situated properties (as hereinafter defined): (i) used the Mortgaged Property to treat, produce, store, handle, transfer, process, transport, dispose or otherwise Release (as hereinafter defined) any Hazardous Substances on, from or affecting the Mortgaged Property which have caused, are causing or could, by the actions of Mortgagor, cause Contamination (as hereinafter defined), or (ii) received any summons, citation, notice of violation, administrative order, directive, letter or other communication, written or oral, from any governmental or quasi-governmental authority concerning any intentional or unintentional action or omission on the part of Mortgagor or any tenant with regard to Hazardous Substances on, from or affecting the Mortgaged Property.

(b) Mortgagor covenants that except in compliance with all applicable laws pertaining to Hazardous Substances, the Mortgaged Property shall be kept free from any Hazardous Substances which are causing or could cause Contamination and shall not be used to generate, manufacture, refine, transport, treat, store, handle, dispose, transfer, produce or process any Hazardous Substances which are causing or could cause Contamination and Mortgagor shall not cause or permit, as a result of any intentional or unintentional act or omission on the part of Mortgagor or any tenant or subtenant, the installation of any Hazardous Substances in or on the Mortgaged Property or a Release of any Hazardous Substances onto or from the Mortgaged Property or suffer the presence of any Hazardous Substances on the Mortgaged Property which, in any such case, are causing or could cause Contamination.

(c) Mortgagor shall comply with and shall provide in all leases of the Mortgaged Property that all tenants and subtenants comply with all applicable federal, state and local laws, ordinances, rules and regulations with respect to Hazardous Substances.

(d) In the event that Mortgagor receives any notice from any governmental authority with regard to Hazardous Substances on, from or affecting the Mortgaged Property, Mortgagor shall: (1) immediately notify Mortgagee and any other person, governmental or quasi-governmental authority that it is required to notify pursuant to any applicable law at such time as it is aware of a Release or threatened Release of a Hazardous Substance on, from or affecting the Mortgaged Property; (2) immediately notify the Mortgagee at such time as an environmental investigation or clean-up proceeding is instituted by any person in connection with the Mortgaged Property; (3) fully comply with and assist in such environmental investigation and clean-up proceeding; and (4) promptly execute and complete any Remedial Actions (as hereafter defined) necessary to insure that no environmental liens or encumbrances are levied against or exist with respect to the Mortgaged Property.

(e) Mortgagor shall conduct and complete all investigations, studies, sampling and testing and all Remedial Actions, removal and other actions necessary to clean-up and remove all Hazardous Substances on, from or affecting the Mortgaged Property in accordance

with all applicable federal, state and local laws, ordinances, rules, regulations and policies and to the satisfaction of Mortgagee.

(f) If Mortgagor shall fail to take such action, Mortgagee may make advances or payments towards performance or satisfaction of same but shall be under no obligation to do so and, if advances are actually made, all sums so advanced or paid including all sums advanced or paid in connection with any judicial or administrative investigation or proceeding relating thereto including, without limitation, reasonable attorneys' fees, fines or other penalty payments, shall be immediately due and payable by Mortgagor and shall bear interest at the contractual rate from the date of advance at a rate two percent (2%) per annum above the highest rate then payable on any of the Liabilities from the date advanced or paid by Mortgagee until the date paid by Mortgagor to Mortgagee and all sums so advanced shall become part of the indebtedness secured hereby.

(g) For purposes of this Section, "Hazardous Substances" shall include, without limitation, any chemical, solid, liquid, gas or other substance having the characteristics identified in, listed under, or designated pursuant to:

(i) the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. §9601(14), as a "hazardous substance";

(ii) the Clean Water Act, 33 U.S.C. §1321(b)(2)(A), as a "hazardous substance";

(iii) the Clean Water Act, 33 U.S.C. §§1317(a) and 1362(13), as a "toxic pollutant";

(iv) the Clean Air Act, 42 U.S.C. §7412(a)(1), as a "hazardous air pollutant";

(v) the Toxic Substances Control Act, 15 U.S.C. §2606(f), as an "imminently hazardous chemical substance or mixture";

(vi) the Resource, Conservation and Recovery Act, 42 U.S.C. §§6903(5) and 6921, as a "hazardous waste"; or

(vii) any other laws, regulations or governmental publications as presenting an imminent and substantial danger to the public health or welfare or to the environment, or as otherwise requiring special handling, collection, storage, treatment, disposal, or transportation.

(h) The term "Hazardous Substances" shall also include: petroleum, crude oil, gasoline, natural gas, liquefied natural gas, synthetic fuel, or other petroleum, oil, or gas-based products; nuclear, radioactive or atomic substances, mixtures, wastes, compounds, materials, elements, products or matters; and asbestos, asbestos-containing materials, poly-chlorinated biphenyls, and any other substance, mixture, waste, compound, material, element, product or matter that presents an imminent and substantial danger to the public health or welfare or to the environment upon its Release.

(i) Mortgagor agrees to indemnify Mortgagee and to hold Mortgagee harmless from and against any losses, expenses, liabilities and claims arising from any breach or default by Mortgagor of its representations or obligations under this Section including, without limitation, enforcing the obligations of Mortgagor hereunder and reasonable documented attorneys' fees, costs and expenses.

(j) The obligations and liabilities of Mortgagor under Subsection (i) above shall survive the payoff, release, foreclosure or other disposition of the Note and this Mortgage or the delivery of a deed in lieu of foreclosure.

(k) For purposes of this Section, the term "Contamination" shall mean the presence of any Hazardous Substance which may require Remedial Actions under applicable law.

(l) The term "Release" shall mean any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching or dumping. The term "Remedial Actions" shall mean: (1) clean-up or removal of Hazardous Substances; (2) such actions as may be necessary to monitor, assess or evaluate the Release or threatened Release of Hazardous Substances; (3) proper disposal or removal of Hazardous Substances; (4) the taking of such other actions as may be necessary to prevent, minimize or mitigate the damages caused by a Release or threatened Release of Hazardous Substances to the public health or welfare or to the environment; and (5) the providing of emergency assistance after a Release.

(m) "Remedial Action" shall include, but not be limited to, such actions at the location of a Release as: storage; confinement; perimeter protection using dike, trenches or ditches; clay cover; neutralization; clean-up of Hazardous Substances or contaminated materials; recycling or reuse diversion; destruction; segregation of reactive wastes; dredging or excavations; repair or replacement of leaking containers; collection of leachate and runoff; on-site treatment or incineration, providing alternative water supplies; and any monitoring reasonably required to assure that such actions protect the public health and welfare and the environment.

18. Possession. Until an Event of Default as defined herein shall have occurred under this Mortgage, Mortgagor shall be suffered and permitted to retain actual possession of the Mortgaged Property, to manage, operate, use and enjoy the same and all rights appertaining thereto, and to collect, receive, take, use and enjoy the Income and Rents. The right of Mortgagor to collect the Income and Rents may be revoked by Mortgagee at any time and from time to time after an Event of Default has occurred under this Mortgage, by giving notice of such revocation to Mortgagor. Following the giving of such notice, Mortgagee may retain and apply the Income and Rents toward payment of the Aggregate Debt in such priority and proportions as Mortgagee, in its discretion, shall determine.

19. Events of Default. Each Event of Default as outlined in the Loan Agreement are incorporated herein by reference.

(a)

20. Remedies; Confession of Judgment. Upon the occurrence and continuance of any Event of Default:

(a) The Aggregate Debt shall, at the option of Mortgagee, become due and payable immediately without presentment, demand, notice of nonpayment, protest, notice of protest or other notice of dishonor, all of which are hereby expressly waived by Mortgagor.

(b) (i) Mortgagee may institute appropriate proceedings at law or equity to collect the amount of the Aggregate Debt then due (by acceleration or otherwise), or for specific performance of any of the covenants of Mortgagor under any of the Loan Documents (and Mortgagor acknowledges that all such covenants may be specifically enforced by Mortgagee by injunction or other appropriate equitable remedy), or to recover damages for any breach thereof, or to institute an action of mortgage foreclosure against the Mortgaged Property, or take such other action at law or in equity for the enforcement of this Mortgage and realization on the mortgage security or any other security herein or elsewhere provided for, and proceed therein to final judgment and execution for the Aggregate Debt, together with interest, costs and expenses.

(ii) Mortgagor irrevocably authorizes and empowers any attorney of record, or the Prothonotary or Clerk of any court in the Commonwealth of Pennsylvania or elsewhere, to appear for Mortgagor in any such court in any such action brought against Mortgagor at the suit of Mortgagee to collect the amount of the Aggregate Debt, and therein to confess or enter judgment against Mortgagor for the amount of the Aggregate Debt, as evidenced by an affidavit signed by a duly authorized designee of Mortgagee, plus reasonable attorneys' fees, with costs of suit, release of procedural errors and without right of appeal. If a copy of this Mortgage, verified by an affidavit, shall have been filed in said action, it shall not be necessary to file the original as a warrant of attorney. Mortgagor waives the right to any stay of execution and the benefit of all exemption laws now or hereinafter in effect. No single exercise of the foregoing warrant and power to bring any action or to confess judgment therein shall be deemed to exhaust the power, but the power shall continue undiminished and may be exercised from time to time as often as Mortgagee shall elect until all amounts payable to Mortgagee under the Loan Documents shall have been paid in full.

With or without demand upon Mortgagor for the surrender of possession, Mortgagee may enter upon and take possession of the Mortgaged Property, breaking locks if necessary and without liability for trespass, damages or otherwise and, upon so doing, Mortgagee may, in its discretion and in addition to any of its other rights, as Mortgagee in possession, alter, improve, complete or repair the Mortgaged Property (and in so doing Mortgagee shall have the right to use the Mortgaged Property and to expend such amount for that purpose as Mortgagee shall deem best, all of which, with interest thereon at the rate specified in the Note from date of payment, shall be repayable by Mortgagor on demand and shall be secured hereby), and operate, rent, sell or lease the same in the name of Mortgagor or Mortgagee upon such terms and conditions as Mortgagee shall deem appropriate, and Mortgagor hereby irrevocably appoints Mortgagee attorney-in-fact for Mortgagor for all such purposes.

(c) (i) Mortgagee may further, by summary proceedings, initiate an action for possession or otherwise, dispossess any tenants, users or occupiers of the Mortgaged Property

then or thereafter in default in the payment of any rent or other charge for the use thereof, and any tenants or other users or occupiers whose leasehold estates or rights to use the Mortgaged Property are subordinate to the lien of this Mortgage, whether or not any such tenant, user or occupier is so in default. If Mortgagor remains in possession after demand by Mortgagee for surrender of possession of the Mortgaged Property, such continued possession by Mortgagor shall be as tenant of Mortgagee, and Mortgagor agrees to pay monthly in advance to Mortgagee such rent for the Mortgaged Property so occupied as Mortgagee may demand, and in default of so doing, Mortgagor may also be dispossessed by summary proceedings or otherwise. In case of the appointment of a receiver of the rents, the foregoing agreement of Mortgagor to pay rent shall inure to the benefit of such receiver.

(ii) Mortgagor irrevocably authorizes and empowers any attorney of record, or the Prothonotary, Clerk or similar officer, of any court in the Commonwealth of Pennsylvania or elsewhere, as attorney for Mortgagor, as well as for the persons claiming under, by or through Mortgagor, to sign an agreement for entering therein an appropriate amicable action in ejectment for possession of the Mortgaged Property (without the necessity of filing any Note and without any stay of execution or appeal) against Mortgagor and all persons claiming under, by or through Mortgagor, and therein confess judgment for the recovery by Mortgagee of possession of the Mortgaged Property for which this instrument (or a copy thereof verified by affidavit) shall be a sufficient warrant; whereupon a writ of possession of the Mortgaged Property may be issued forthwith, without any prior writ or proceeding whatsoever, Mortgagor hereby releasing and agreeing to release Mortgagee and any such attorney from all procedural errors and defects whatsoever in entering such action or judgment or in causing such writ or process to be issued or in any proceeding thereon or concerning the same, provided that Mortgagee shall have filed in such action an affidavit made on Mortgagee's behalf setting forth the facts necessary to authorize the entry of such judgment according to the terms of this instruments, of which facts such affidavit shall be prima facie evidence. It is hereby expressly agreed that if for any reason after any such action has been commenced, the same shall be discontinued, marked satisfied of record or be terminated, or possession of the Mortgaged Property remain in or be restored to Mortgagor or anyone claiming under, by or through Mortgagor, Mortgagee may, whenever and as often as Mortgagee shall have the right to take possession again of the Mortgaged Property, bring one or more further amicable actions in the manner hereinbefore set forth to recover possession of the Mortgaged Property and to confess judgment therein as hereinabove provided, and the authority and power above given to any such attorney shall extend to all such further amicable actions in ejectment and confession of judgment therein as hereinabove provided whether before or after an action of mortgage foreclosure is brought or other proceedings in execution are instituted upon this Mortgage or the Note, and after judgment thereon or therein and after a judicial sale of the Mortgaged Property.

(d) With or without taking possession of the Mortgaged Property, Mortgagee may collect and receive all the Income and Rents and, after deducting the cost of all alterations, improvements, repairs, completion, partial completion, operation, sale, rental, leasing commissions and charges, including, but not limited to, counsel fees, incurred by Mortgagee, apply the net income to the sums secured hereby in such manner as Mortgagee in its discretion shall determine. Mortgagee shall be liable to account only for the Income and Rents actually received.

(e) If Mortgagee shall so elect, Mortgagor shall not resist or contest, but shall join in any petition to any court by Mortgagee for the appointment of a receiver or receivers of the Mortgaged Property or any part thereof, and of all the Income and Rents therefrom, with such powers as the court making such appointment shall confer, and Mortgagor hereby appoints Mortgagee attorney-in-fact of Mortgagor for all such purposes.

(f) All deposits held in connection with the rental, lease, license or use of space or other facilities on the Mortgaged Property at the time of the occurrence of such Event of Default, all interest of Mortgagor in all premiums for, or dividends upon, any insurance for the Mortgaged Property, and all refunds or rebates of taxes and assessments upon the Mortgaged Property, are hereby assigned to Mortgagee as further security for the payment of the Aggregate Debt during the continuance of any such event of default.

(g) To the extent now or hereafter permitted by law and subject to such grace periods and notice requirements thereby imposed, Mortgagee may cause a judicial sale of the Mortgaged Property in accordance with this subparagraph (h). Such sale may be made without demand on Mortgagor at the time and place fixed in the notice of such sale, and such sale may be of the Mortgaged Property as a whole or in separate lots, and in such order as Mortgagee may determine, at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Such sale of the Mortgaged Property may be postponed by public announcement at the time and place of sale, and may be further postponed from time to time thereafter by public announcement at the time fixed by the preceding postponement. Any person or entity, including Mortgagee, may purchase at such sale. After deducting all costs, fees, and expenses of Mortgagee, including cost of evidence of title in connection with such sale, the proceeds of sale shall be applied to payment of the Aggregate Debt. The Mortgaged Property may be sold as aforesaid either before, after, or during the pendency of any proceedings for the enforcement of the provisions of this Mortgage and such power and right of sale shall not be affected by any entry hereunder, or by the exercise of any other right, remedy or power with respect to the enforcement of the provisions of any of the Loan Documents or the collection of the amount of the Aggregate Debt. The provisions of this subparagraph (h) are not intended to and shall not adversely affect Mortgagee's rights to conduct a nonjudicial sale of such portions of the Mortgaged Property as constitute personal property.

## 21. Remedies Cumulative, etc.

(a) No right or remedy conferred upon or reserved to Mortgagee under any of the Loan Documents or with respect to any Collateral, or now or hereafter existing at law or in equity or by statute or other legislative enactment, is intended to be exclusive of any other such right or remedy and each and every such right or remedy shall be cumulative and concurrent, and shall be pursued separately, concurrently, successively or otherwise, at the sole discretion of Mortgagee, and shall not be exhausted by any one exercise thereof but may be exercised as often as occasion therefor shall occur. No act of Mortgagee shall be deemed or construed as an election to proceed under any one such right or remedy to the exclusion of any other such right or remedy; furthermore, each such right or remedy of Mortgagee shall be separate, distinct and cumulative and none shall be given effect to the exclusion of any other. The failure to exercise or delay in exercising any such right or remedy, or the failure to insist upon strict performance of any term of any of the Loan Documents, shall not be construed as a waiver or release of the

same, or of any event of default thereunder, or of any obligation or liability of Mortgagor thereunder.

(b) The recovery of any judgment by Mortgagee or the levy of execution under any judgment upon the Mortgaged Property shall not affect in any manner, or to any extent, the lien of this Mortgage upon the Mortgaged Property, or any security interest in any other Collateral, or any rights, remedies or powers of Mortgagee under any of the Loan Documents or with respect to any Collateral, but such lien and such security interest and such rights, remedies and powers of Mortgagee shall continue unimpaired as before. Further, the entry of any judgment by Mortgagee shall not affect in any way the interest payable hereunder or under any of the other Loan Documents on any amounts due to Mortgagee, but interest shall continue to accrue on such amount at the rate provided in the Note after the entry of any judgment and continuing until distribution of the proceeds of any Sheriff's sale.

(c) Mortgagor hereby waives presentment, demand, notice of nonpayment, protest, notice of protest or other notice of dishonor, and any and all other notices in connection with any default in the payment of, or any enforcement of the payment of, the Aggregate Debt. To the extent permitted by law, Mortgagor waives the right to any stay of execution and the benefit of all exemption laws now or hereinafter in effect.

(d) Mortgagor agrees that Mortgagee may release, compromise, forbear with respect to, waive, suspend, extend or renew any of the terms of the Loan Documents (and Mortgagor hereby waives any notice of any of the foregoing), and that the Loan Documents may be amended, supplemented or modified by Mortgagee and the other signatory parties and the Mortgagee may resort to any Collateral in such order and manner as it may think fit, or accept the assignment, substitution, exchange or pledge of any other collateral in place of, or release for such consideration, or none, as it may require, all or any portion of any Collateral, without in any way affecting the validity of its lien over or other security interest in the remainder of any such Collateral (or the priority thereof or the position of any subordinate holder of any lien or other security interest with respect thereto); and any action taken by Mortgagee pursuant to any of the foregoing shall in no way be construed as a waiver or release of any right or remedy of Mortgagee, or of any event of default, or of any liability or obligation of Mortgagor, under any of the Loan Documents.

(e) To the extent permitted by law, Mortgagor shall not at any time insist upon, or plead, or in any manner whatever claim or take any benefit or advantage of any stay or extension or moratorium law, or any exemption from execution or sale of the Mortgaged Property, wherever enacted, now or at any time hereafter in force, which may affect the covenants and terms of performance of this Mortgage, nor claim, take, or insist upon any benefit or advantage of any law now or hereafter in force providing for the valuation or appraisal of the Mortgaged Property, prior to any sale of any of Mortgagor's interest therein; nor, after any such sale or sales, claim or exercise any right under any statute heretofore or hereafter enacted to redeem the Real Property so sold or any part thereof, and Mortgagor hereby expressly waives all benefit or advantage of any such law or laws, and covenants not to hinder, delay, or impede the execution of any power herein granted to Mortgagee but to suffer and permit the execution of every power as though now such law or laws had been made or enacted.

Mortgagor further waives and releases all procedural errors, defects and imperfections in any proceeding instituted by Mortgagee under any of the Loan Documents.

(f) Mortgagor, for itself and for all persons hereafter claiming through or under it or who may at any time hereinafter become holders of liens junior to the lien of this Mortgage, hereby expressly waives and releases all rights to direct the order in which any of the Mortgaged Property shall be sold in the event of any sale or sales pursuant hereto and to have any of the Mortgaged Property and/or any other property now or hereafter constituting security for the Aggregate Debt marshalled upon any foreclosure of this Mortgage or of any other security for any of the Aggregate Debt.

(g) Mortgagor agrees that any action or proceeding against it to enforce the Mortgage may be commenced in state or federal court in any county in the Commonwealth of Pennsylvania in which Mortgagee has an office, and Mortgagor waives personal service of process and agrees that a summons and complaint commencing an action or proceeding in any such court shall be properly served and shall confer personal jurisdiction if served by registered or certified mail in accordance with the notice provisions set forth herein.

22. Costs and Expenses. Following the occurrence and continuance of any event of Default under any of the Loan Documents, Mortgagor shall pay upon demand all costs and expenses (including all amounts paid to attorneys, accountants, real estate brokers and other advisors employed by Mortgagee and to any contractors for labor and materials), incurred by Mortgagee in the exercise of any of its rights, remedies or powers under any of the Loan Documents or with respect to any Collateral with respect to such event of default, and any amount thereof not paid promptly following demand therefor, together with interest thereon from the date of such demand, shall become part of the Aggregate Debt and shall be secured by the lien of this Mortgage. In connection with and as part of the foregoing, in the event that any of the Loan Documents is placed in the hands of any attorney for the collection of any sum payable thereunder, Mortgagor agrees to pay reasonable attorneys' fees for the collection thereof, as well as all costs, disbursements and allowances provided by law, and the payment of such fees and costs, disbursements and allowances shall also be secured by the lien of this Mortgage. Nothing in this Paragraph 22 shall limit the obligation of Mortgagor to pay costs and expenses of Mortgagee for which Mortgagor is otherwise liable under the Loan Documents.

23. Renewals and Extensions. This Mortgage shall secure any and all renewals, or extensions of the whole or any part of the indebtedness hereby secured however evidenced, with interest at such lawful rate as may be agreed upon and any such renewals or extensions or any change in the terms or rate of interest shall not impair in any manner the validity of or priority of this Mortgage, nor release Mortgagor from personal liability for the indebtedness hereby secured.

24. Severability. In the event that for any reason one or more of the provisions of this Mortgage or their application to any person or circumstance shall be held to be invalid, illegal, or unenforceable in any respect or to any extent, such provisions shall nevertheless remain valid, legal and enforceable in all such other respects and to such extent as may be permissible. In addition, any such invalidity, illegality, or unenforceability shall not affect any other provision of this Mortgage, but this Mortgage shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.



25. Successors and Assigns. This Mortgage inures to the benefit of Mortgagee and binds Mortgagor, and their respective successors and assigns. Mortgagee may assign or otherwise transfer this Mortgage and any or all of the Loan Documents to any other person, and such other person shall thereupon become vested with all of the benefits in respect thereof granted to Mortgagee herein or otherwise.

26. Notices. All notices required to be given to any of the parties hereunder shall be in writing and shall be deemed to have been sufficiently given for all purposes when presented personally to such party or sent by certified or registered mail, return receipt requested or by nationally recognized overnight carrier, to such party, in the case of Mortgagor, at its address upon the Mortgagee's records and, in the case of the Mortgagee, at such address as it may designate from time to time. Such notice shall be deemed to be given when received if delivered personally or two (2) days after the date mailed if sent by certified or registered mail, return receipt requested. Any notice of any change in such address shall also be given in the manner set forth above. Whenever the giving of notice is required, the giving of such notice may be waived in writing by the party entitled to receive such notice.

27. Definitions; Number and Gender. For purposes of this Mortgage, the singular shall be deemed to include the plural and the neuter shall be deemed to include the masculine and feminine, as the context may require. The words "Real Property," "Mortgaged Property," "Improvements," "Furniture, Equipment, Apparatus," "Appurtenances," "Awards," "Insurance Policies," "Lease," "Income and Rents," and "Accounts Receivable" shall include any portion of and additions to the Real Property, the Mortgaged Property, the Improvements, Furniture, Equipment and Apparatus, the Appurtenances, the Awards, the Insurance Policies, the Leases, the Income and Rents, and the Accounts Receivable, respectively.

28. Incorporation by Reference. All of the terms and provisions of the Note, the Loan Agreement and the Loan Documents are hereby incorporated herein by reference.

29. Captions. The captions or heading of the paragraphs of this Mortgage are for convenience only and shall not control or affect the meaning or construction of any of the terms or provisions of this Mortgage.

30. Governing Law. This Mortgage shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.

IN WITNESS WHEREOF, Mortgagor has executed this Mortgage the day and year first above written.

**PINE STREET, LLC**

By: \_\_\_\_\_

Name: Jacob A. Frydman

Title: Manager

I hereby certify that the precise and complete post office address of the within-named Mortgagee is Commerce Bank/Harrisburg, N.A., 3801 Paxton Street, Harrisburg, Pennsylvania 17111-0999.

By: \_\_\_\_\_

Name: Amy Richmond

Title: Commercial Lender

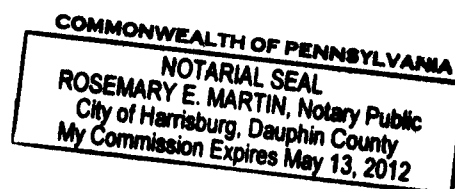
COMMONWEALTH OF PENNSYLVANIA :

COUNTY OF Dauphin :

On this 20 day of June, 2008, ~~before me, the undersigned officer, personally appeared~~  
~~\_\_\_\_\_~~, before me, the undersigned officer, personally appeared Jacob A. Frydman, who  
 acknowledged himself to be the Manager of Pine Street, LLC, a Delaware limited liability  
 company, and that he as the Manager, being authorized to do so, executed the foregoing  
 instrument for the purposes therein contained by signing the name of the limited liability  
 company by himself as the Manager.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Rosemary E. Martin  
 Notary Public



**EXHIBIT A  
LEGAL DESCRIPTION OF REAL PROPERTY**

**116 PINE STREET, HARRISBURG, PENNSYLVANIA**

**ALL THAT CERTAIN** piece or parcel of land together with the improvements erected thereon situate in the Fourth Ward of the City of Harrisburg, Dauphin County, Pennsylvania, bounded and described as follows, to wit:

**BEGINNING** at a point at the northeast corner of Pine Street and River Alley; thence eastwardly along the northern line of Pine Street, fifty-two (52) feet six (6) inches to the line of land now or late of John Y. Boyd; thence northwardly along the line of said lot now or late of John Y. Boyd two hundred ten (210) feet to the southern line of Barbara Alley, thence westwardly along the southern line of Barbara Alley, fifty-two (52) feet six (6) inches to the eastern line of River Alley; thence southwardly along the eastern line of River alley, two hundred ten (210) feet to Pine Street, the place of **BEGINNING**.

**HAVING** erected thereon an office building known and numbered as 116 Pine Street, Parcel Number 04-029-013.

**BEING** the same premises which Benmar Realty, Inc., by its Deed dated August 11, 1983, and recorded in the Office of the Recorder of Deeds of Dauphin County in Record Book 406, Page 514, granted and conveyed unto Matthew N. Mezzanotte and Genevieve D. Mezzanotte, his wife, and the same premises which Benmar Realty, Inc., by its Deed dated August 11, 1983, and recorded in the Office of the Recorder of Deeds of Dauphin County in Record Book 406, Page 517, granted and conveyed unto Susquehanna Limited, a Pennsylvania limited partnership.

**BEING** the same premises that Matthew N. Mezzanotte and Genevieve D. Mezzanotte, his wife and Susquehanna Limited, a Pennsylvania Limited Partnership, granted and conveyed unto Independent American Investments the Grantor herein by Deed dated April 18, 1986 and recorded at the Office of the Recorder of Deeds of Dauphin County in Record Book 763, Page 367 on June 5, 1986

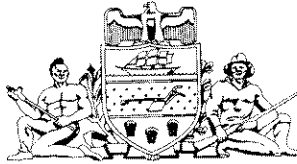
**BEING** the same Premises that Independent American Investments by Deed dated December 26, 1991 and recorded in the Recorder of Deeds Office in and for Dauphin County, Pennsylvania at Record Book 1675, Page 219, granted and conveyed unto John O. Vartan and Maral K. Vartan, his wife collectively **GRANTOR** herein.

**ALSO BEING** the same premises that The Buonarroto Trust by Deed dated December 29, 1994 and recorded in the Recorder of Deeds Office in and for Dauphin County, Pennsylvania on December 29, 1994 at Record Book 2346, Page 371, granted and conveyed unto The Musalair Trust.

A handwritten signature in black ink, appearing to be "J. O. Vartan", is located in the bottom right corner of the page.

James M. Zugay, Esq.  
Recorder of Deeds  
(717) 780-6560

Candace E. Meck  
*First Deputy*



## Recorder of Deeds

Harrisburg, Pennsylvania

### CERTIFIED END PAGE

**Location:**  
Dauphin County Courthouse  
Room 102  
Front & Market Streets  
Harrisburg, PA 17101

INSTRUMENT #: 20080023394  
RECORD DATE: 6/20/2008 3:32:08 PM  
RECORDED BY: TBUCKLEW  
DOC TYPE: MTG  
AGENT: FOREMAN & FOREMAN, P.C.  
DIRECT NAME: PINE STREET, LLC  
INDIRECT NAME:

RECORDING FEES - State: \$0.50  
RECORDING FEES - County: \$13.00  
ACT 8 OF 1998: \$5.00  
ADDITIONAL NAME FEE: \$32.00

AOPC: \$10.00  
AFFORDABLE HOUSING: \$13.00  
Parcel ID:

I Certify This Document To Be Recorded  
In Dauphin County, Pennsylvania.



James M. Zugay, *Recorder of Deeds*

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THIS IS A CERTIFICATION PAGE

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**PLEASE DO NOT DETACH**

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THIS PAGE IS NOW PART OF THIS LEGAL DOCUMENT