

APPENDIX

A



PENNSYLVANIA GAMING CONTROL BOARD

Lease Number: 65-002

THIS LEASE AGREEMENT ("LEASE") is executed this 27th day of September, 2012, by and between The Pennsylvania Gaming Control Board, a Pennsylvania body corporate and politic (hereinafter called "LESSEE"), and HUB Properties Trust, with primary offices located at 225 Washington Street, Suite 300, Newton MA 02458, (hereinafter called "LESSOR").

WHEREAS, The Pennsylvania Race Horse Development and Gaming Act ("Gaming Act"), 4 Pa.C.S. §1101 et. seq., enacted in July 5, 2004, P.S. 572, No. 71, first amended on November 1, 2006, P.L. 1243, No. 135, and subsequently amended on January 7, 2010, P.L. 1, No. 1, establishes the PGCB, 4 Pa.C.S. §1101 et. seq., as "an independent board," which shall be "a body corporate and politic," See 4 Pa.C.S. §1201), thus removing the term "administrative" from its stated characteristics and removing the Board from the exclusive requirement that the DGS must act as its agent in executing all real estate leases as set forth under 71 P.S. §632(d) of the Administrative Code and giving the LESSEE authority to act as its own agent.

NOW THEREFORE, in consideration of the following mutual promises and intending to be legally bound hereby, LESSOR and LESSEE agree to the following terms and conditions:

1. **PREMISES.** LESSOR hereby lets unto LESSEE for use by the Pennsylvania Gaming Control Board, for offices, storage, hearings, and related uses, the premises, or part of the building (the "**Building**"), situated at Foster Plaza 10, 680 Anderson Drive, Pittsburgh, PA 15220 in the County of Allegheny, Pennsylvania, more specifically described on the plan and/or specifications attached hereto marked **Exhibit "A"**, and consisting of 6,225 net usable square feet (the "**PREMISES**") together with the appurtenances thereto, as more fully set forth below, as well as adequate means of ingress and egress to the PREMISES. The parties agree that for the purposes of this LEASE, "net usable square feet" has been computed by measuring the area to be used by LESSEE from the inside of the perimeter walls surrounding this area, excluding stairwells, elevator shafts, public restrooms not within the Premises, mechanical and building equipment rooms and any area used by the LESSOR. In addition, LESSEE shall be entitled to use up to thirty-two (32) unreserved parking spaces situated at Foster Plaza 10, 680 Anderson Drive, Pittsburgh, PA 15220, Pennsylvania at no additional charge. The thirty-two (32) unreserved parking spaces shall be located in the surface parking lot appurtenant to the Building (the "**Parking Facilities**"), and shall be subject to the terms set forth in this Paragraph. LESSEE shall use the Parking Facilities for the parking of passenger vehicles of LESSEE, its employees, and invitees only. LESSEE shall be permitted to leave up to four (4) vehicles in the Parking Facilities overnight. LESSOR reserves the right to (a) implement and modify systems to regulate access to and use of the Parking Facilities, including, without limitation, parking passes, parking stickers, and card key access, or any other system

reasonably designated by LESSOR, (b) designate and re-designate reserved and unreserved parking areas within the Parking Facilities (for some or all tenants), (c) change entrances or exits and alter traffic flow within the Parking Facilities, and (d) modify the Parking Facilities to any extent. LESSOR further reserves the right to close the Parking Facilities for maintenance, and, outside of Normal Building Operating Hours, to close the Parking Facilities for special events parking. LESSEE will be provided with reasonable prior notice of any temporary closure of the Parking Facilities (except that no such prior notice shall be required in the event of an emergency) and LESSEE will be provided with alternative parking, including overnight parking, within walking distance of the Premises. LESSEE hereby indemnifies and agrees to hold LESSOR harmless from and against all claims, loss, cost, or damage arising out of the use by LESSEE and its employees and invitees of the Parking Facilities, except to the extent caused by the negligence or willful misconduct of LESSOR or LESSOR's agent or employees. LESSEE acknowledges that LESSOR is not required to provide any security or security services for any of the Parking Facilities. LESSEE shall, and shall cause its employees to, comply with all reasonable rules and regulations pertaining to the Parking Facilities, as the same may be established, amended, revised or supplemented by LESSOR. Proper notice of rules and regulations and amendments thereto shall be provided to the LESSEE prior to their effective date.

2. TERM. The term of this LEASE shall commence on the Commencement Date (as defined below), or such other date that the Premises are ready for occupancy by the LESSEE. LESSOR shall make commercially reasonable efforts to allow LESSEE to occupy the PREMISES (without interfering with LESSOR's occupancy to complete the work) starting on the date fifteen (15) days prior to the Commencement Date solely for purposes of moving in personal property, permitted fixtures and equipment of LESSEE. At the expiration or termination of this LEASE, however occurring, LESSEE shall deliver up the PREMISES in good condition, ordinary wear and tear excepted, clean and empty of LESSEE's property, fixtures and equipment, wiring and cabling, along with all keys, codes and security information with respect to the PREMISES. The term "Commencement Date" shall mean the earliest of (i) the date of Substantial Completion (as defined below) of the Work (as defined below), (ii) the date on which LESSEE shall take possession of the Premises or any part thereof, or (iii) the date on which LESSEE could have taken possession of the Premises had there not occurred a LESSEE Delay (as defined below). Upon request by LESSEE, the parties shall execute the agreement attached hereto as Exhibit "C".

In the event, LESSEE is provided early access as set forth above, such access shall be subject to the terms set forth in this Paragraph. LESSEE agrees (i) to cease promptly upon notice from LESSOR any activity or work which has not been approved by LESSOR (where such approval is required) or is not in compliance with the provisions of this Lease, and (ii) to comply and cause its contractors to comply promptly with all reasonable procedures and regulations prescribed by LESSOR from time-to-time for coordinating work being performed by LESSOR and work being performed by LESSEE, each with the other, and with any other activity or work in the Building. Such access by LESSEE shall be deemed to be subject to all the applicable provisions of this Lease, except that (a) there shall be no obligation on the part of LESSEE solely because of such access to pay Monthly Rent or any Additional Rent on account of Operating Costs (as defined below) for any period prior to the Commencement Date, and (b) LESSEE shall not be deemed thereby to have taken or accepted possession of the Premises or any portion thereof. If LESSEE fails or refuses to comply or cause its contractor to comply with any of the obligations described or referred to above, then

immediately upon notice to LESSEE, LESSOR may revoke LESSEE's right of access to the Premises until the Commencement Date.

3. **RENT.** LESSEE shall pay LESSOR rent for the use and occupancy of the PREMISES. The rental rate for years one through five of this LEASE shall be Twenty-Four and 43/100 Dollars (\$24.43) per net usable square foot per year. Years one through five of this LEASE, LESSEE shall pay RENT each month in the amount of Twelve Thousand Six Hundred Seventy-Three and 06/100 Dollars (\$12,673.06) ("**Monthly Rent**") comprising an annual rental of One Hundred and Fifty-Two Thousand Seventy-Six and 75/100 Dollars (\$152,076.75) Annual Rent. The rental rate for years six through ten of this Lease shall be Twenty-Five and 63/100 Dollars (\$25.63) per useable square foot per year. LESSEE shall pay rent each month during years six through ten of the Lease in the amount of Thirteen Thousand Two Hundred Ninety-Five and 56/100 Dollars (\$13,295.56) comprising an annual rental of One Hundred fifty-Nine Thousand Five Hundred Forty-Six and 75/100 Dollars (\$159,546.75).

The source of funds for this Lease may be federal funds. If this Lease is funded by federal funds, then LESSOR agrees that delay in the timely payment of rent by the LESSEE shall not constitute a LESSEE's Default (as defined below) or cause for termination of this Lease, if such delay is due to the failure of the Federal Government to disperse funds to the LESSEE. The LESSEE agrees to pay all arrearages upon the resumption of federal funding including any penalties provided herein.

Except as noted in the last subparagraph of this Paragraph 3, if any installment of Monthly Rent or Additional Rent is not paid on or before the date the same is due, it shall bear interest (as Additional Rent) from the date due until the date paid at the Default Rate (as defined below). In addition, if any installment of Annual Fixed Rent or Additional Rent is unpaid for more than five (5) days after the date due, LESSEE shall pay to LESSOR a late charge equal to the greater of One Hundred Dollars (\$100) or ten percent (10%) of the delinquent amount. The parties agree that the amount of such late charge represents a reasonable estimate of the cost and expense that would be incurred by LESSOR in processing and administration of each delinquent payment by LESSEE, but the payment of such late charges shall not excuse or cure any default by LESSEE under this Lease. Absent specific provision to the contrary, all Additional Rent shall be due and payable in full ten (10) days after demand by LESSOR.

The LESSEE, being at the mercy of the General Assembly passing the Commonwealth's Budget by fiscal year end June 30, 2012, shall not be penalized under the preceding paragraph titled "Late Payment of Rent" or Paragraph 21(a)(1) titled "LESSEE's Default" until 30 days after the budget has passed.

4. **REAL ESTATE TAXES AND OPERATING EXPENSES.** In addition to payments of Monthly Rent, LESSEE shall pay to LESSOR, as Additional Rent, LESSEE's Percentage of Taxes and Operating Costs as provided below, and all other charges and amounts payable by or due from LESSEE to LESSOR (all such amounts referred to in this sentence being "**Additional Rent**").

(a) **Real Estate Taxes.** If Taxes (as defined below) assessed against the Property (or estimated to be due by governmental authority) for any fiscal tax period (a "**Tax Year**") during the term of this Lease shall exceed Base Taxes (as defined below), whether due to increase in rate or

reassessment of the Property, or both, LESSEE shall reimburse LESSOR, as Additional Rent, for LESSEE's Percentage (as defined below) of any such excess (such amount being hereinafter referred to as the "Tax Excess"). LESSEE shall pay to LESSOR, as Additional Rent on the first day of each calendar month during the term (i.e., commencing on January 1, 2014 for Borough and County taxes and July 1, 2015 for School taxes) but otherwise in the manner provided for the payment of installments of Monthly Rent, estimated payments on account of the Tax Excess, such monthly amounts to be sufficient to provide LESSOR by the time Tax payments are due or are to be made by LESSOR a sum equal to the Tax Excess for the then current Tax Year, as reasonably estimated by LESSOR from time to time. Within a reasonable period of time after the end of each Tax Year during the term, LESSOR shall give LESSEE a notice setting forth the amount of Taxes for the preceding Tax Year and, a copy of the tax bills (upon request by LESSEE), and a computation of any Tax Excess. If the total of LESSEE's monthly remittances on account of the Tax Excess for any Tax Year is greater than the Tax Excess for such Tax Year, LESSOR shall credit such overpayment against LESSEE's subsequent obligations on account of Taxes (or promptly refund such overpayment if the term of this Lease has ended and LESSEE has no further obligations to LESSOR); if the total of such remittances is less than the Tax Excess for such Tax Year, LESSEE shall pay the difference to LESSOR within thirty (30) days after being so notified by LESSOR. In the event that the term of this Lease shall expire or be terminated during any Tax Year, or should the Tax Year or period of assessment of real estate taxes be changed or be more or less than one (1) year, or should LESSEE's Percentage be modified during any Tax Year due to a change in the rentable area of the Building and/or the Premises or otherwise, as the case may be, then the amount of Tax Excess which may be otherwise payable by LESSEE as provided in this Paragraph shall be appropriately apportioned and adjusted. Where any tax or special assessment is permitted by law to be paid in installments, such tax or assessment may be paid in installments over the longest installment period available; provided that in any case Tenant shall only be liable for those installments actually (or that would have been) paid after the Base Tax Year.

"Taxes" shall mean all taxes, assessments, excises and other charges and impositions which are general or special, ordinary or extraordinary, foreseen or unforeseen, of any kind or nature which are levied, assessed or imposed by any governmental authority upon or against or with respect to the Property, or taxes in lieu thereof, and additional types of taxes to supplement real estate taxes due to legal limits imposed thereon. If, at any time, any tax or excise on rents or other taxes, however described, are levied or assessed against LESSOR, either wholly or partially in substitution for, or in addition to, real estate taxes assessed or levied on the Property, such tax or excise on rents or other taxes shall be included in Taxes; however, Taxes shall not include franchise, estate, inheritance, succession, capital levy, income (except to the extent that a tax on income or revenue is levied solely on rental revenues in lieu of real estate taxes and not on other types of income and then only from rental revenue generated by the Property) or excess profits taxes assessed on LESSOR. Taxes also shall include all reasonable court costs, attorneys', consultants' and accountants' fees, and other expenses incurred by LESSOR contesting Taxes through and including all appeals. Taxes shall include any estimated payment made by LESSOR on account of a fiscal tax period for which the actual and final amount of taxes for such period has not been determined by the governmental authority as of the date of any such estimated payment.

"Base Taxes" shall mean the Taxes for: (a) the period from January 1, 2013 through December 31, 2013 for Greentree Borough taxes, (b) the period from January 1, 2013 through December 31, 2013 for Allegheny County taxes, and (c) the period from July 1, 2013 through June

30, 2014 for Keystone Oaks School District taxes, as the same may be reduced by the amount of any abatement.

(b) Operating Costs. If, during the term hereof, Operating Costs (as hereinafter defined) paid or incurred by LESSOR in any calendar year (an "Operating Year") shall exceed the Operating Costs for calendar year 2013 (the "Base Operating Costs"), LESSEE shall reimburse LESSOR, as Additional Rent, for LESSEE's Percentage of any such excess (such amount being hereinafter referred to as the "Operating Cost Excess"). LESSEE shall pay to LESSOR, as installments of Monthly Rent, on the first day of each calendar month during the term but otherwise in the manner provided for the payment of Annual Fixed Rent, estimated payments on account of the Operating Cost Excess, such monthly amounts to be sufficient to provide to LESSOR, by the end of each Operating Year, a sum equal to the Operating Cost Excess for such Operating Year, as estimated by LESSOR from time to time. Within a reasonable period of time after the end of each Operating Year during the term (but in no event more than 120 days after the end of such Operating Year), LESSOR shall furnish to LESSEE an itemized statement setting forth the amount of Operating Costs for the preceding Operating Year and a computation of any Operating Cost Excess, prepared and computed in accordance with then prevailing customs and practices of the real estate industry in the greater Borough of Greentree area, consistently applied. Any such year-end statement by LESSOR relating to Operating Costs shall be final and binding upon LESSEE unless it shall within 60 days after receipt thereof, contest any items therein by giving notice to LESSOR specifying each item contested and the reasons therefor. If Lessee contests such statement, Lessor shall provide reasonable backup for any item provided in the statement. If the matter is not resolved between LESSOR and LESSEE, LESSEE shall have the right, at its expense, not later than 120 days following receipt of such statement, to review, at LESSOR's home office or other location containing such records, any of LESSOR's invoices and statements relating to Operating Costs for such Operating Year, provided that such review is undertaken by LESSEE (and not by any third party compensated by LESSEE on a contingency fee arrangement) with due diligence. If LESSEE objects to LESSOR's accounting of any Operating Costs and elects to review LESSOR's documentation as provided above, LESSEE shall complete its review of LESSOR's invoices and statements within three (3) months of the commencement of such review. On or before the date seven (7) months following receipt of the statement of Operating Costs, LESSEE shall notify LESSOR that LESSEE disputes the correctness of such accounting, specifying the particular line items in which the accounting is claimed to be incorrect. If such dispute has not been settled by agreement within three (3) months thereafter, either party may submit the dispute to arbitration in accordance with the commercial arbitration rules of the American Arbitration Association. The decision of the arbitrators shall be final and binding on LESSOR and LESSEE and judgment thereon may be entered in any court of competent jurisdiction. If it should be agreed or decided that Operating Costs were overstated by five percent (5%) or more, then LESSOR shall promptly reimburse LESSEE for the reasonable costs incurred by LESSEE in reviewing LESSOR's invoices and statements, LESSEE's reasonable arbitration costs plus any excess amount paid by LESSEE on account of overstated Operating Costs and interest at the Default Rate. If it should be agreed or decided that Operating Costs were not overstated at all, then LESSEE shall, as Additional Rent, promptly reimburse LESSOR for its costs incurred in the arbitration and in preparing for LESSEE's review of invoices and statements, and if Operating Costs shall have been understated or LESSEE shall not have paid the Operating Cost Excess in full, LESSEE shall, as Additional Rent, promptly pay any deficiency in the payments thereafter made on account of Operating Cost Excess. If it should be agreed or decided that Operating Costs were overstated by less than five percent (5%),

LESSOR shall promptly reimburse LESSEE any excess amount paid by LESSEE on account of overstated Operating Costs, with interest at the Default Rate, and each party shall be responsible for its own costs incurred in connection with such dispute. LESSEE shall keep confidential (and shall cause any third party assisting LESSEE with any such audit to keep confidential) all information obtained during the audit process including any settlements or arbitration awards made. LESSOR may require LESSEE to execute and deliver a separate confidentiality agreement further specifying LESSEE's obligations and LESSOR's remedies for breach as a condition to commencement of audit.

If, at the expiration of each Operating Year in respect of which monthly installments on account of the Operating Cost Excess shall have been made as aforesaid, the total of such monthly remittances is greater than the Operating Cost Excess for such Operating Year, LESSOR shall credit such overpayment against LESSEE's subsequent obligations on account of Operating Costs (or promptly refund such overpayment if the term of this Lease has ended and LESSEE has no further obligation to LESSOR); if the total of such remittances is less than the Operating Cost Excess for such Operating Year, LESSEE shall pay the difference to LESSOR within thirty (30) days after being so notified by LESSOR. In no event shall LESSEE be entitled to receive any reimbursement or credit if Operating Costs for any Operating Year are less than Base Operating Costs. In the event that the term of this Lease shall expire or be terminated during any Operating Year or LESSEE's Percentage shall be modified during any Operating Year due to a change in the rentable area of the Building and/or the Premises or otherwise, as the case may be, then the amount of the Operating Cost Excess which may be payable by LESSEE as provided in this Paragraph shall be pro-rated on a daily basis based on a 365 day Operating Year.

"Operating Costs" shall be all costs and expenses paid or incurred for the operation, cleaning, management, maintenance, insurance, repair, replacement, decoration, upkeep, protection and security of the Property or any part or component thereof. Any expenditure for a capital item or any capital expenditure shall be excluded for Operating Costs except for those: (a) made primarily to reduce Operating Costs or to comply with any Laws or other governmental requirements, or (b) for replacements (as opposed to additions or new improvements) of non-structural items located in the common areas of the Property required to keep such areas in good condition; provided, LESSOR may include in Operating Costs for such Operating Year in which such expenditure was made and in Operating Costs for each succeeding Operating Year an annual charge-off of such capital expenditure. Annual charge-offs shall be determined by dividing the original capital expenditure plus an interest factor, reasonably determined by LESSOR as being the interest rate then being charged for long-term mortgages by institutional lenders on like properties within the locality in which the Building is located, by the number of years of useful life of the improvement, repair, alteration or replacement made with the capital expenditure; as determined reasonably by LESSOR.

Notwithstanding anything above to the contrary, Operating Costs shall not include

- (1) the cost of providing any service directly to and paid directly by any tenant;
- (2) the cost of any items for which Landlord is reimbursed by insurance proceeds, condemnation awards, a tenant of the Building, or otherwise to the extent so reimbursed);

- (3) any real estate brokerage commissions or other costs incurred in procuring tenants;
- (4) amortization of principal and interest on mortgages or ground lease payments (if any);
- (5) costs of items considered capital repairs, replacements, improvements and equipment under generally accepted accounting principles consistently applied except as expressly included in Operating Costs pursuant to the definition above;
- (6) costs incurred in connection with upgrading the Building to comply with disability, life, seismic, fire and safety codes, ordinances, statutes, or other laws in effect prior to the date of this Lease, including, without limitation, the then applicable requirements of the Americans with Disabilities Act ("ADA"), including penalties or damages incurred due to such non-compliance;
- (7) depreciation, amortization and interest payments;
- (8) marketing costs, attorney's fees in connection with the preparation of letters of intent, leases, subleases and/or assignments, space planning costs, and other costs in connection with lease, sublease and/or assignment transactions with present or prospective tenants, including attorneys' fees and other costs and expenditures incurred in connection with disputes with present or prospective tenants of the Building;
- (9) costs, including permit, license and inspection costs, incurred with respect to the installation of other tenants' or occupants' improvements or incurred in renovating or otherwise improving, decorating, painting or redecorating vacant space for tenants or other occupants in the Building;
- (10) expenses in connection with services or other benefits which are not offered to Tenant or for which Tenant is charged for directly but which are provided to another tenant or occupant of the Building, without charge;
- (11) costs incurred to remove, remedy, contain, or treat any toxic or hazardous material in the Building; and
- (12) salaries of employees above the level of area manager (and the salaries, benefits and other costs associated with employees not devoting all of their time to the Building shall be prorated based upon the square footage of the Building and the other buildings to which such employees devote their time to).

b. Lessee's Percentage. "Lessee's Percentage" shall mean 4.58%.

Notwithstanding anything herein contained to the contrary, Controllable Costs (as defined below) shall not increase by more than five percent (5%) per annum on a cumulative basis during the term of this Lease. For purposes hereof, "Controllable Costs" shall mean all Operating Costs, except for the following, which shall not be subject to the limitations on increases described above; (A) all utilities and other costs related to provision of heat (including oil, steam and/or gas), electricity, air conditioning, and water (including sewer charges) and other utilities to the Premises (exclusive of reimbursement to LESSOR for any of same received as a result of direct billing to any tenant of the Building); (B) all costs and premiums of fire, casualty, rental income, liability and such

other insurance as may be maintained from time to time by LESSOR relating to the Premises and premiums for fidelity bonds covering persons having custody or control over funds or other property of LESSOR relating to the Premises; (C) all salaries, wages, fringe benefits, payroll taxes and workmen's compensation insurance premiums related thereto and all other costs paid or incurred with respect to employment of personnel engaged in operation, administration, cleaning, maintenance, repair, upkeep and security of the Building including, without limitation, supervisors, property managers, accountants, bookkeepers, janitors, carpenters, engineers, mechanics, electricians and plumbers that are governed or established by collective bargaining agreements; (D) all costs of snow plowing; (E) in the event LESSOR determines in its reasonable judgment that increased or additional security measures are required (over and above the security measures provided at the time of execution of this Lease) all costs of such increased or additional security measures to the Building, the Center and the Property or any part thereof; and (F) all costs to comply with any law, rule, regulation, order or ordinance with which the Premises complied, or was not required to comply, prior to the Effective Date, or to comply with any amendment or change in interpretation of any such legal requirements after the Effective Date

5. OPTIONS. LESSEE, at its sole discretion, shall have the option to renew this LEASE for additional terms. LESSEE's option to extend the term of the Lease for the renewal terms set forth in this Paragraph is conditioned upon there being no Default by LESSEE (as defined below) as of the date of the LESSEE's notice and as of the commencement of each renewal term. In order to exercise an option, LESSEE must give LESSOR six (6) months' prior written notice before expiration of the then current term. LESSEE shall have the following options:

	Beginning Date	Expiration Date	Rent
1 st Renewal Term	Lease Year 11	Lease Year 15	\$161,850/year \$13,487.50/month
2 nd Renewal Term	Lease Year 16	Lease Year 20	\$168,075/year \$14,006.25/month

6. HOLDOVER/TERMINATION. Should LESSEE holdover in possession after the expiration of the initial term of this LEASE (without exercising the option) or any option renewal term (without exercising any remaining option), such holding over shall not be deemed to extend the term of this LEASE or any renewal, but the tenancy thereafter shall continue from month to month, subject to the covenants and conditions of this LEASE, until either party shall give the other three months (3) months' notice in writing of their intention to terminate the tenancy. In the event LESSEE decides to holdover rather than exercise an option under Paragraph 4, LESSEE shall pay the amount of the monthly rent specified for such option for each month of occupancy as a holdover tenant.

7. CANCELLATION. It is understood and agreed between the parties hereto that if the governmental function for which the PREMISES are being leased, is abolished, limited, or restricted, by any Act of Legislature, including a failure of sufficient appropriation by the General Assembly to continue payment of the RENT or any other amount hereunder, or by Law of Congress, or by any Action taken under authority conferred by such acts or laws, or decision of court; then the LESSEE

shall have the right to cancel this LEASE by giving thirty (30) days notice in writing. At the option of the parties, if they have agreed on the total costs of renovations prior to the execution of this LEASE and this Lease is canceled pursuant to the provisions of this Paragraph, LESSEE shall reimburse LESSOR for any unamortized costs of renovations performed by LESSOR pursuant to this LEASE at LESSEE'S request, and which are peculiar to LESSEE'S tenancy.

At the time LESSEE gives the written notice exercising its right to terminate this Lease, LESSEE shall pay to LESSOR, a "Termination Fee" equal to the sum of the following: (a) the unamortized portion, computed as of the early termination date, of the sum of the following costs and expenses (such costs and expenses, being "LESSOR's Lease Investment"): (i) an amount equal to the cost of the Work (as defined below) being performed by LESSOR in accordance with Paragraph 13 of this Lease, estimated at the time of the execution of this Lease as \$390,750.00, (ii) \$67,150.00, being the amount of the brokerage commissions paid by LESSOR to any brokers in connection with this Lease, and (iii) LESSOR's reasonable legal fees incurred in connection with this Lease; LESSOR's Lease Investment to be amortized over the Term, with interest at the rate of eight percent (8%) per annum. If LESSEE timely and properly exercises its option to cancel this Lease (time being of the essence): (i) all annual fixed rent and additional rent payable under this Lease, shall be paid through and apportioned as of the early termination date (in addition to payment by LESSEE of the Termination Fee); (ii) neither party shall have any rights, estates, liabilities or obligations under this Lease for the period accruing after the termination date, except those which, by the provisions of this Lease, expressly survive the expiration or termination of the term of this Lease; (iii) LESSEE shall surrender and vacate the Premises and deliver possession thereof to LESSOR on or before the early termination date in the condition required under this Lease for surrender of the Premises; and (iv) if requested by LESSOR, LESSOR and LESSEE shall enter into a written agreement reflecting the termination of this Lease, which agreement shall be executed within thirty (30) days after LESSEE's receipt of a request therefor.

After the initial Lease term (10 years) is complete, no termination fee shall remain.

8. MITIGATION OF DAMAGES. Notwithstanding anything in this Lease to the contrary, following a termination of the term of this Lease due to a LESSEE's Default and surrender of the Premises to LESSOR in the condition required by this Lease, LESSOR shall use commercially reasonable efforts to re-let the Premises.

9. SERVICES. LESSOR, at its sole cost and in return for the rent paid by LESSEE pursuant to this Lease, shall provide, maintain, and pay the periodic charges for heat, ventilation and air conditioning: all energy used and consumed on the PREMISES including but not limited to gas, oil, electric; water and sewer; hot and cold water; snow and ice removal from walks, driveways, and parking area; janitorial services and supplies in accordance with Exhibit "B"; trash removal (from LESSOR's property); lawn and shrub care services; and lavatories and water coolers in accordance with Department of Labor and Industry requirements.

The rental rate provided in this LEASE presumes a normal workweek from Monday through Friday, at the hours of 7:00 A.M. to 7:00 P.M. LESSEE may use the PREMISES beyond these hours. The building will be accessible seven days a week, twenty-four hours a day.

LESSOR shall cause all necessary utility lines and services to be brought to the designated locations throughout the whole PREMISES as shown in Exhibit "A". LESSOR shall not be responsible for extending and/or connecting such lines to the equipment, machinery and fixtures of LESSEE or for any repair or maintenance of such equipment, fixtures or machinery. LESSEE shall not place any excessive or unreasonable load or burden on the capacity of the building systems and utility lines and services. LESSOR may interrupt, curtail or suspend utility services when necessary by reason of accident or emergency or as needed for repairs, alterations or improvements that are necessary, provided that LESSOR pursues such repairs, alterations or improvements with due diligence and makes reasonable efforts to minimize any interruption of LESSEE's activities in the PREMISES. LESSOR shall not be liable for any failure of utility companies or governmental authorities to supply any utility services or with respect to the quality or quantity of same. LESSEE, at its sole cost and expense, shall provide, maintain, and pay the periodic charges for telephone, internet, and other telecommunications/audio-visual services. LESSEE shall provide at its cost and expense, the audio visual, telecommunications and computing equipment and related furniture and fixtures to be placed by LESSEE in the PREMISES.

10. DISADVANTAGED BUSINESS PARTICIPATION COMMITMENT. LESSOR has made no indication of use of Disadvantaged Business Participation.

11. TAXES. LESSOR agrees to pay, prior to delinquency and directly to the taxing authority, all real estate taxes and municipal assessments applicable to the PREMISES.

12. MAINTENANCE. LESSOR, at its sole cost and in return for the rent paid by LESSEE pursuant to this Lease, shall maintain, repair and provide the continuous upkeep of the exterior of the building(s), all internal building systems, including but not limited to, electrical, lighting, plumbing, heating, ventilation equipment, air conditioning, elevators, escalators, and/or lifts, and as more specifically stated in the Agency Specifications and below:

a. LIGHTING - All lighting shall be maintained at working levels which meet the minimum standard of the American Illuminating Engineering Society Lighting Handbook, Current Edition in effect at the time of the commencement of this LEASE. LESSOR shall provide, install and replace all light bulbs, tubes, ballasts and starters.

b. HEATING, VENTILATION AND AIR CONDITIONING - HVAC systems shall be designed, maintained and operated in a manner which maximizes energy efficiency. All equipment and systems shall be in operating order 24 hours per day and shall be serviced and maintained by LESSOR. Systems shall be inspected and serviced regularly to insure proper balancing and calibration.

Exhaust systems shall be provided for ventilation of toilet rooms, lunch areas, conference rooms and operate and comply with state and local regulations. Note: All HVAC systems shall be designed in accordance with the current ASHRAE standards (where practical) but, ASHRAE 90-75 shall be the standard for new buildings unless the building codes of the local municipality require a more strict standard, in which event the standard required by the municipality will apply.

Heating and air conditioning systems shall be manually controlled by LESSEE; provided, however, that LESSOR may program thermostats to operate solely within a set range of reasonable temperatures for each season.

Mechanical ventilation shall be provided on a year-round basis. Ventilation air introduced into occupied spaces shall be free of outside contaminants and tempered according to the season. Air conditioning systems can be used for winter time ventilation provided the outside air component must be heated before delivery into the occupied space:

1. For systems introducing 100% outside air, ventilation shall provide a minimum of 20 cfm per occupant or 0.25 cfm per square foot of floor area, whichever is greater.
2. For air recirculation systems, fresh outside air shall be introduced into the systems at a rate of 20 cfm per occupant. (Where design occupancy is unknown it shall assumed to be 7 persons per 1,000 sq. ft., of floor space).
3. In special cases where air recirculation systems are equipped with air cleaning devices designed to remove odorous and gaseous contaminants, the fresh outside air component may be reduced to 5 cfm per occupant.

c. JANITORIAL SERVICES, if a part of this LEASE, shall be provided in accordance with Exhibit "B", as provided in LESSOR's proposal, which is attached hereto and made a part hereof.

d. LESSOR shall be responsible for maintaining the building(s) and its internal systems in good condition and shall make all repairs caused by ordinary wear and tear, damage by fire or other casualty and any other cause except such damage caused by LESSEE'S negligence, or the negligence of LESSEE's agents, business invitees or guests. Without additional charge, LESSEE may require LESSOR to test once a year, with adequate notice, such systems as fire alarm, sprinkler, emergency generator, or other safety systems in the building to insure proper operation. The testing and inspection of the systems (and its equipment) must be done in accordance with applicable codes, and inspection certificates must be displayed as appropriate and/or provided to LESSEE at LESSEE's request.

e. LESSOR shall submit, within one month after the commencement date of this LEASE and each year thereafter, upon written request from LESSEE, current certifications from reputable contractors that all fire suppression systems are being serviced and tested on an acceptable periodic basis. Certificates shall be submitted for the following items, where applicable: sprinkler system, fire alarm system, emergency light, and fire extinguishers.

f. LESSOR shall submit within one month after the commencement date of this LEASE and annually thereafter, upon written request from LESSEE, current certifications from its insurance or service company, wherever is applicable, that all boilers, pressure vessels, and elevators are being serviced and inspected on an acceptable periodic basis.

g. LESSOR shall be responsible for the exterior maintenance of the facility including but not limited to landscaping, lawn and shrub care and parking lots, except as otherwise provided in this Lease.

h. LESSOR must have a building superintendent or a locally-designated representative available to proactively manage the PREMISES and promptly respond to LESSEE's requests to correct any Lease deficiency.

13. CONSTRUCTION OR ADDITIONAL ALTERATIONS and LESSEE'S IMPROVEMENTS. LESSOR shall, at its cost and expense, and in return for the rent paid by LESSEE pursuant to this LEASE, construct and renovate the PREMISES substantially in accordance with the plans and/or specifications listed and set forth in Exhibit "A-1" (the "Work"). Prior to occupancy, The PREMISES shall be substantially complete except for minor punch list items and the due dates for completion of said punch list items shall be established and agreed upon by LESSOR and LESSEE. LESSOR agrees and acknowledges that all change orders to the Work must be signed and authorized by the Pennsylvania Gaming Control Board. Any change orders which exceed \$5,000.00 and all change orders when the aggregate of change orders will exceed \$50,000.00 must also be signed and authorized by the Pennsylvania Gaming Control Board Comptroller. Failure of the LESSOR to obtain the required signatures shall relieve the Pennsylvania Gaming Control Board from any obligation to pay for any work described in such change order(s). LESSOR shall not receive remuneration which is in addition to the rent for any construction or alterations to the PREMISES outside of the scope of the Work, unless LESSEE has, by a fully executed lease amendment containing the details of said construction or alterations, as well as the specific cost, agreed to such payment. Changes shall be made by LESSOR or its approved contractors, except as may otherwise be agreed in writing by LESSOR and LESSEE. LESSOR shall obtain all necessary government approvals and permits for any changes to the work. LESSEE shall bear sole cost and expense of those approvals and permits. The term "Substantial Completion" shall mean that state of completion of the Work which will, except for any improvements or work to be performed by LESSEE, allow LESSEE to utilize the Premises for its intended purpose (including the availability of required utility services) without material interference to the customary business activities of LESSEE by reason of the completion of the Work. The Premises shall be deemed substantially complete even though minor or insubstantial details of construction, mechanical adjustment or decoration remain to be performed, the non-completion of which does not materially interfere with LESSEE's use of the Premises for their intended purpose or the conduct of its business therein.

a. A "LESSEE Delay" shall be any delay in the occurrence of the Substantial Completion of the Work as a result of a Direct Delay (as defined below). LESSEE shall pay to LESSOR (as additional rent), for each day of LESSEE Delay, the amount of total minimum rent, additional rent and other charges that would have been payable hereunder with respect to the Premises as if the Commencement Date occurred, and the obligation to pay the full amount of total minimum rent, additional

rent and other charges (without abatement) with respect to the Premises had commenced, immediately prior to such LESSEE Delay.

b. A "Direct Delay" shall be any of the following:

1. any request by LESSEE that LESSOR delay the commencement or completion of the LESSOR's Work for any reason;
2. any request by LESSEE for any change to the plans for the Work after the date of this Lease that causes a significant delay in LESSOR's construction schedule; or
3. any other act or omission of LESSEE or its officers, agents, servants or contractors (including unreasonable delay or withholding of approval to changes desired by LESSOR and which require LESSEE's approval, as described above).

c. "Force Majeure" shall mean shall mean any strike or other labor trouble, fire, flood or other casualty, breakage, accident, repairs, unusually severe weather, governmental preemption of priorities or other controls in connection with a national or other public emergency, governmental moratoria, or inaction of governmental authority (or shortages of fuel, supplies or labor resulting therefrom), war, terrorism, civil commotion, labor or transportation difficulties, inability to obtain supplies, or any other cause, whether similar or dissimilar, beyond LESSOR's reasonable control.

Except as otherwise provided herein, LESSEE shall not make, or permit to be made, any alterations, improvements or additions to the PREMISES without the prior written consent of the LESSOR, which consent shall not be unreasonably withheld. All alterations, improvements or additions to the PREMISES shall comply with all applicable laws.

Except as otherwise provided herein, LESSOR shall not make, or permit to be made, any alterations, improvements or additions to the PREMISES without the prior written consent of the LESSEE. All alterations, improvements or additions to the PREMISES shall comply with all applicable laws.

14. CONFLICT BETWEEN LEASE AND SPECIFICATIONS. To the extent that there are any conflicts between the requirements in Paragraph 12 "Maintenance," Paragraph 13 "Construction or Additional Alterations" and the plans and/or specifications attached hereto as Exhibit "A-1", LESSOR shall maintain/construct the PREMISES in accordance with the stricter standard.

15. COMPLETION. After receipt of a fully executed copy of this LEASE, LESSOR agrees (subject to delays caused by a LESSEE Delay or delays due to Force Majeure) to:

- a. Within twenty-one (21) days, to furnish the LESSEE with detailed plans, specifications, drawings and other relevant construction documents (collectively "Documents") pertaining to the performance of the Work. Within seven (7) days after its receipt of the Documents the LESSEE shall review and approve or reject the

Documents. The approved Documents shall become Exhibit "A-1" to this LEASE and replace those plans and specifications that were attached as Exhibit "A-1" at the time of execution of this LEASE. Failure of LESSEE to approve or reject the Documents within such 7-day period (subject to delays in approving the Documents due to Force Majeure) shall constitute a LESSEE Delay.

b. Within seven (7) days after LESSEE's approval of the Documents pursuant to subparagraph a. above and LESSOR's receipt of all permits required for the performance of the Work, whichever is later, to commence performance of the Work.

c. Within ninety (90) days of commencement of performance of the Work pursuant to subparagraph b. above, to substantially complete all Work in accordance with the approved Documents including final clean-up.

d. If the Work is not substantially completed within the 90-day period set forth in subparagraph c. above (subject to delays caused by a LESSEE Delay or delays due to Force Majeure) and the Commencement Date shall not have occurred pursuant to the provisions of Paragraph 2 above, LESSEE shall have the right to terminate this Lease by giving notice to Landlord not later than thirty (30) days after the expiration of such ninety (90) day period, and this Lease shall cease and come to an end without further liability or obligation on the part of either party thirty (30) days after the giving of such notice it being agreed that time is of the essence with respect to the giving of such notice, unless, within thirty (30) day period after LESSEE's notice, the Work is substantially completed (in which event such termination shall be null and void). LESSEE's termination right shall be LESSEE's sole and exclusive remedy at law or in equity for LESSOR's failure to complete the Work

No rents shall be due or payable until the Work required under Paragraph 13 is Substantially Completed.

The Commonwealth shall receive any net useable square feet within the leased premises in excess of that stated in this LEASE free of any and all costs or charges.

In the event there is less net usable square feet than stated in this LEASE the LESSEE shall pay only for the net useable square feet provided and/or shall have the option to exercise its rights under this LEASE if it deems, in its sole judgment, that the amount of net usable square feet being provided is insufficient to meet its needs.

16. PAYMENT OF PREVAILING MINIMUM WAGES. LESSOR and LESSOR's contractors, in the performance of the Work described in Paragraph 13 above, shall comply with and shall pay prevailing minimum wage, as required by the Prevailing Wage Act of August 15, 1961, 43 P.S. § 165-1 et. seq., and the regulations issued thereto, to assure the full and proper payment of the rates.

17. INSURANCE. LESSOR shall procure and maintain at its expense, the following types of insurance, issued by companies acceptable to LESSEE and authorized to conduct such business under the laws of the Commonwealth of Pennsylvania:

a. Worker's Compensation Insurance for all of the LESSOR's employees and those of any contractor, engaged in work at the PREMISES in accordance with the Worker's Compensation Act of 1915 and any supplements or amendments thereof.

b. Public liability and property damage insurance to protect LESSEE, LESSOR and any and all contractors from claims for damages for personal injury (including bodily injury), sickness or disease, accidental death and damage to property, including loss of use resulting from property damage, which may arise from services performed by LESSOR, its agents or employees under this LEASE or from an alleged defective, dangerous or untenable condition of the PREMISES. The limits of such insurance shall be in an amount not less than \$500,000.00 each person and \$2,000,000.00 each occurrence, personal injury and property damage combined. Such policies shall be occurrence rather than claims-made policies and shall name the Pennsylvania Gaming Control Board as an additional insured.

Prior to occupancy of the PREMISES, LESSOR shall provide LESSEE with current certificates of insurance. These certificates shall contain a provision that the coverage afforded under the policies will not be canceled or changed until at least thirty (30) days' written notice has been given to LESSEE.

LESSEE is self-insured through the Department of General Services State Insurance Fund (S.I.F.).

18. HOLD HARMLESS. LESSOR shall save and hold harmless LESSEE, and its officers, agents and employees or any of them from any and all claims, demands, actions or liability (including, but not limited to, consequential damages and reasonable attorney's fees) of any nature based upon or arising out of:

- a. any service performed by LESSOR, its agents or employees under this LEASE, except such services as are properly performed at the express direction of LESSEE;
- b. any actual or alleged defective, dangerous or untenable condition of the PREMISES; and
- c. violations of or noncompliance of the PREMISES with, any statute, ordinance, rule or regulation of any governmental authority.

19. ENCUMBRANCES. LESSOR covenants that it has good and clear title to the PREMISES or that it has the right and authority from the owner of the PREMISES to lease the Premises. LESSOR covenants that, upon LESSEE's paying the rent and performing and observing the agreements, conditions and other provisions on its part to be performed and observed, LESSEE shall enjoy peaceful and uninterrupted possession of the PREMISES during the term of this LEASE. LESSOR shall provide LESSEE and any mortgagee that may hold an encumbrance against the PREMISES, an estoppel certificate or Non-Disturbance and Attornment Agreement with respect to matters related to this LEASE and/or the status of performance of obligations by the parties under this LEASE.

20. DAMAGE/DESTRUCTION. In the event of damage to the PREMISES by fire, flood, lightning, or other Act of God, or act of terrorism rendering it impossible or substantially inconvenient for LESSEE to continue to occupy or use the PREMISES for its operations, the LESSOR, after notice from the LESSEE of the condition shall have sixty (60) days to repair and/or restore the PREMISES to a tenantable condition. If LESSOR fails to repair and/or restore the PREMISES within said period of sixty (60) days, or if LESSOR fails to make reasonable progress during the sixty (60) day period, as determined by LESSEE in its sole discretion, LESSEE may, at its option: a.) terminate this LEASE by giving LESSOR thirty (30) days' written termination notice or b.) after first giving LESSOR fifteen (15) days' written notice, repair and restore the PREMISES to a tenantable condition, and deduct such costs made in restoration of the PREMISES from the RENT due the LESSOR. At LESSEE'S option, payment of RENT shall abate as long as the PREMISES remains in an untenable condition after notice to LESSOR and shall resume only after the condition has been substantially corrected. Such abatement shall be prorated on the portion of the PREMISES that is or remains untenable.

21. EVENTS OF DEFAULT.

a. LESSEE'S Default. Except as set forth in the last subparagraph of Paragraph 3 above, the occurrence of any of the following shall constitute a default by LESSEE (each a "LESSEE's Default"):

1. Failure to pay rent or any other charges due to LESSOR within ten (10) days after notice from LESSOR that same were not paid when due, provided that the ten (10) day grace period does not apply anytime such notice has been given more than twice in the last twelve (12) months preceding the date in question.
2. Failure to perform any other provision of this LEASE if the failure to perform is not cured within thirty (30) days after notice has been given to LESSEE. If the default cannot reasonably be cured within thirty (30) days, LESSEE shall not be in default of this LEASE if it commences to cure the default within the thirty (30) day period and diligently and in good faith continues to cure the default, with the default fully cured within a reasonable time (not to exceed ninety (90) calendar days from the notice).
3. Notwithstanding the provisions of subparagraphs 1 and 2, if the failure to perform any covenant of this LEASE, or any act or omission of LESSEE, causes or creates an imminent danger of bodily injury or property damage, then LESSOR may immediately, without requesting permission, take reasonable action to cure any such breach, omission, or defect as needed to prevent the danger. The cost incurred by LESSOR, including reasonable attorney's fees, shall be due and payable by LESSEE as additional rent immediately upon demand.

Notices given under this paragraph shall specify the alleged default, and shall demand that LESSEE perform the provisions of this LEASE or pay the rent that is in arrears, as the case may be, within the applicable period of time.

b. LESSOR'S Remedies. LESSOR shall have the following remedies if LESSEE commits a LESSEE's Default. These remedies are not exclusive; they are cumulative in addition to any remedies now or later allowed by law or equity.

1. Right to Possession Not Terminated.

LESSOR can continue this LEASE in full force and effect, and this LEASE will continue in effect as long as LESSOR does not terminate LESSEE's right to possession, and LESSOR shall have the right to collect rent when due. After the occurrence of a LESSEE's Default by LESSEE, as defined above, LESSOR may enter the PREMISES and relet them, or any part of them, to third parties for LESSEE's account. LESSEE shall be liable immediately to LESSOR for all reasonable costs LESSOR incurs in reletting the PREMISES, including, without limitation, brokers' commissions. Re-letting can be for a period shorter or longer than the remaining term of this LEASE. LESSEE shall pay to LESSOR the rent due under this LEASE on the dates the rent is due, less the rent LESSOR receives from any reletting.

2. Termination of Rights to Possession.

LESSOR can terminate all of LESSEE's rights hereunder, including LESSEE's right to possession of the PREMISES, by giving LESSEE a notice of election to terminate this LEASE, specifying a day not less than thirty (30) calendar days nor more than ninety (90) calendar days after the giving of such notice when the term shall end, and upon the day so specified in the notice the term shall expire and LESSEE shall then quit and surrender the PREMISES to LESSOR. No act or omission by LESSOR other than giving notice to LESSEE shall terminate this LEASE. On termination, LESSOR has the right to recover from LESSEE immediately the unpaid rental, and any other amounts, and court costs and reasonable attorney's fees, relating to LESSEE's default.

3. Suit for Rent.

To the extent authorized by law and this lease, LESSOR can declare due and payable and sue to recover unpaid rent and all other charges due and payable by LESSEE to LESSOR including rent for the

unexpired term of this LEASE and all costs and commissions provided or permitted by law.

c. Miscellaneous. The exercise of any remedy or remedies provided herein by LESSOR or LESSEE, as the case may be, shall not preclude LESSOR's or LESSEE's exercising, concurrently or successively, one or more other remedies provided herein, or authorized by law.

d. LESSOR'S Default. The occurrence of any of the following shall constitute a default by LESSOR (each a "LESSOR's Default"):

1. Failure of LESSOR to provide the services without disruption or interruption as stipulated in this LEASE.
2. Failure of LESSOR to maintain the PREMISES in tenantable condition.
3. Failure of LESSOR to provide peaceful and uninterrupted possession of the PREMISES by LESSEE.
4. Failure of LESSOR to perform or observe any other lease obligations.

22. REMEDY. Upon the occurrence and during the continuance of a LESSOR's Default, LESSEE may, after giving LESSOR thirty (30) days' written notice (during the thirty (30) day period, LESSOR shall have the opportunity to correct the default), exercise one or more of the following remedies:

a. Perform, on behalf of and at the expense of LESSOR, any obligation of LESSOR under this LEASE which LESSOR has failed to perform and of which LESSEE shall have given LESSOR written notice, the cost of which performance by LESSEE shall be payable by LESSOR to LESSEE upon demand and may be deducted from future installments of rent due from LESSEE to LESSOR.

b. If the LESSOR's Default is a default set forth in Paragraph 21(d)(2) or Paragraph 21(d)(3) above and is caused by the actions of LESSOR, LESSEE may terminate this Lease by providing written notice to LESSOR unless such LESSOR's Default cannot reasonably be cured within the thirty (30) day period above and LESSOR has used commercially reasonable efforts to commence to cure such LESSOR's Default within such 30-day period and thereafter diligently and in good faith continues to cure such LESSOR's Default, with such LESSOR's Default fully cured within a reasonable period of time (not to exceed ninety (90) calendar days from the date of LESSEE's notice).

c. If the LESSOR's Default is a default set forth in Paragraph 21(d)(2) or Paragraph 21(d)(3) above and is not caused by the actions of LESSOR, LESSEE may terminate this Lease by providing written notice to LESSOR unless such LESSOR's Default cannot reasonably be cured within the thirty (30) day period above and LESSOR has used commercially reasonable efforts to commence to cure such

LESSOR's Default within such 30-day period and thereafter diligently and in good faith continues to cure such LESSOR's Default, with such LESSOR's Default fully cured within a reasonable period of time (not to exceed one hundred eighty (180) calendar days from the date of LESSEE's notice).

d. Exercise any other legal and/or equitable rights or remedies available to LESSEE.

23. REGULATIONS. With full understanding by LESSOR of the intended use of the PREMISES by LESSEE, LESSOR agrees to make the PREMISES conform to all governmental zoning and occupancy rules and regulations and be approved by the Department of Labor and Industry, in addition to any other local, state, federal or governmental agencies having jurisdiction for regulations covering occupancy, fire and panic, toilet rooms, safety, chemical or other codes pertaining to the property.

LESSOR, at its sole expense, shall promptly take action to comply with changes in any code or regulation requirements when such changes occur in local, state or federal codes or regulations during the term of this LEASE and any renewal thereof. If such changes result from the use of the PREMISES by LESSEE, LESSEE shall reimburse LESSOR for the reasonable costs of compliance.

24. VENDING. LESSEE reserves the right to install and operate vending machines on the PREMISES without any additional payment to LESSOR or any sharing of the income derived from the operation of the vending machines. LESSOR shall not install or operate any vending machines in the PREMISES unless requested by the LESSEE. If the PREMISES is located in a multi-tenant building, LESSOR may install vending machines in the common areas of the building.

25. RECYCLING. LESSOR will provide a collection system, to be pre-approved by the LESSEE, for the removal of recyclable materials from the PREMISES in compliance with local codes and ordinances, and Act 101 of 1988. LESSOR must provide suitable containers, dumpsters, etc., for collecting and storing recyclable materials in the PREMISES and on LESSOR's property. LESSOR will assume all costs related to the disposal and removal of recyclable materials unless LESSEE notifies LESSOR in writing of its intention to do so.

26. ASBESTOS. LESSOR hereby agrees to strictly adhere to the provisions of Exhibit "D" to this LEASE. In addition, LESSOR further agrees to protect, indemnify and save harmless LESSEE from and against any and all liabilities, losses, damages, costs, expenses, cause of action, suits, claims, demands or judgments of any nature arising from any injuries to, or the death of any person growing out of or connected with the presence of asbestos in the PREMISES.

27. NO ORAL MODIFICATION. This LEASE may not be modified orally. Except as provided in this LEASE, all modifications must be by written amendment signed by both parties.

28. INTERPRETATION. This LEASE shall be construed and interpreted in accordance with the laws of the Commonwealth of Pennsylvania.

29. COMPLIANCE WITH LAWS. LESSOR agrees to comply with all federal, state, county, municipal and other governmental statutes, laws, rules, orders, regulations and ordinances affecting the PREMISES.

30. INTENTIONALLY OMITTED.

31. BINDING SUCCESSOR AND ASSIGNS. All rights and liabilities herein given to, or imposed upon, the respective parties hereto shall extend to and bind the several respective successors and assigns of the said parties.

32. LESSOR INTEGRITY PROVISIONS. It is essential that those who seek to contract with the Pennsylvania Gaming Control Board observe high standards of honesty and integrity. They must conduct themselves in a manner that fosters public confidence in the integrity of the Commonwealth procurement process. In furtherance of this policy, LESSOR agrees to the following:

- a. LESSOR shall maintain the highest standards of honesty and integrity during the performance of this Lease and shall take no action in violation of state or federal laws or regulations or any other applicable laws or regulations, or other requirements applicable to LESSOR or that govern contracting with the Commonwealth.
- b. LESSOR shall establish and implement a written business integrity policy, which includes, at a minimum, the requirements of these provisions as they relate to LESSOR employee activity with the Commonwealth and Commonwealth employees, and which is distributed and made known to all LESSOR employees.
- c. LESSOR, its affiliates, agents and employees shall not influence, or attempt to influence, any Commonwealth employee to breach the standards of ethical conduct for Commonwealth employees set forth in the Public Official and Employees Ethics Act, 65 Pa.C.S. §§1101 et seq.; the State Adverse Interest Act 71 P.S. §776.1 et seq.; and the Governor's Code of Conduct, Executive Order 1980-18, 4 Pa. Code §7.151 et seq., or to breach any other state or federal law or regulation.
- d. LESSOR, its affiliates, agents and employees shall not offer, give, or agree or promise to give any gratuity to a Commonwealth official or employee or to any other person at the direction or request of any Commonwealth official or employee.
- e. LESSOR, its affiliates, agents and employees shall not offer, give, or agree or promise to give any gratuity to a Commonwealth official or employee or to any other person, the acceptance of which would violate the Governor's Code of Conduct, Executive Order 1980-18, 4 Pa. Code §7.151 et seq. or any statute, regulation, statement of policy, management directive or any other published standard of the Commonwealth.
- f. LESSOR, its affiliates, agents and employees shall not, directly or indirectly, offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for the decision, opinion, recommendation, vote, other exercise of discretion or violation of a known legal duty by any Commonwealth official or employee.

g. LESSOR, its affiliates, agents, employees or anyone in privity with him or her shall not accept or agree to accept from any person, any gratuity in connection with the performance of work under this Lease, except as provided in this Lease.

h. LESSOR shall not have a financial interest in any contractor, subcontractor, or supplier providing services, labor, or material on this project, unless the financial interest is disclosed to the Commonwealth in writing and the Commonwealth consents to LESSOR's financial interest prior to execution of this Lease. LESSOR shall disclose the financial interest to the Commonwealth at the time of bid or proposal submission, or if no bids or proposals are solicited, no later than LESSOR's submission of this Lease signed by LESSOR.

i. LESSOR, its affiliates, agents and employees shall not disclose to others any information, documents, reports, data or records provided to, or prepared by, LESSOR under this Lease without the prior written approval of the LESSEE, except as required by the Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104, or other applicable law or as otherwise provided in this Lease. Any information, documents, reports, data or records secured by LESSOR from the LESSEE or a third party in connection with the performance of this Lease shall be kept confidential unless disclosure of such information is:

1. Approved in writing by the LESSEE prior to its disclosure; or
2. Directed by a court or other tribunal of competent jurisdiction unless the Lease requires prior LESSEE approval; or
3. Required for compliance with federal or state securities laws or the requirements of national securities exchanges; or
4. Necessary for purposes of LESSOR's internal assessment and review; or
5. Deemed necessary by LESSOR in any action to enforce the provisions of this Lease or to defend or prosecute claims by or against parties other than the LESSEE (LESSOR must notify LESSEE before disclosing); or
6. Permitted by the valid authorization of a third party to whom the information, documents, reports, data, or records pertain; or
7. Otherwise required by law.

j. LESSOR certifies that neither it nor any of its officers, directors, associates, partners, limited partners or individual owners has not been officially notified of, charged with, or convicted of any of the following and agrees to immediately notify the LESSEE in writing if and when it or any officer, director, associate, partner, limited partner or individual owner has been officially notified of, charged with,

convicted of, or officially notified of a governmental determination of any of the following:

1. Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property or gambling offense.
2. Commission of fraud or a criminal offense or other improper conduct or knowledge of, approval of or acquiescence in such activities by LESSOR or any affiliate, officer, director, associate, partner, limited partner, individual owner, or employee or other individual or entity associated with:
 - i. obtaining;
 - ii. attempting to obtain; or
 - iii. performing a public contract or subcontract.

LESSOR's acceptance of the benefits derived from the conduct shall be deemed evidence of such knowledge, approval or acquiescence.

3. Violation of federal or state antitrust statutes.
4. Violation of any federal or state law regulating campaign contributions.
5. Violation of any federal or state environmental law.
6. Violation of any federal or state law regulating hours of labor, minimum wage standards or prevailing wage standards; discrimination in wages; or child labor violations.
7. Violation of the Act of June 2, 1915 (P.L. 736, No. 338) known as the Workers' Compensation Act, 77 P.S. 1 et seq.
8. Violation of any federal or state law prohibiting discrimination in employment.
9. Debarment by any agency or department of the federal government or by any other state.
10. Any other crime involving moral turpitude or business honesty or integrity.

LESSOR acknowledges that the Pennsylvania Gaming Control Board may, in its sole discretion, terminate this Lease for cause upon such notification or when the Pennsylvania Gaming Control Board otherwise learns the LESSOR has been officially notified, charged or convicted.

k. If this Lease was awarded to LESSOR on a non-bid basis, LESSOR must, (as required by Section 1641 of the Pennsylvania Election Code) file a report of political contributions with the Secretary of the Commonwealth on or before February 15 of the next calendar year. The report must include an itemized list of all political contributions known to LESSOR by virtue of the knowledge possessed by every officer, director, associate, partner, limited partner, or individual owner that has been made by:

1. Any officer, director, associate, partner, limited partner, individual owner or members of the immediate family when the contributions exceed an aggregate of one thousand dollars (\$1,000) by any individual during the preceding year; or
2. Any employee or members of his immediate family whose political contribution exceeded one thousand dollars (\$1,000) during the preceding year.

To obtain a copy of the reporting form, LESSOR shall contact the Bureau of Commissions, Elections and Legislation, Division of Campaign Finance and Lobbying Disclosure, Room 210, North Office Building, Harrisburg, PA 17120.

l. LESSOR shall comply with requirements of the Lobbying Disclosure Act, 65 Pa.C.S. §13A01 et seq., and the regulations promulgated pursuant to that law. LESSOR employee activities prior to or outside of formal Commonwealth procurement communication protocol are considered lobbying and subjects the LESSOR employees to the registration and reporting requirements of the law. Actions by outside lobbyists on LESSOR's behalf, no matter the procurement stage, are not exempt and must be reported.

m. When LESSOR has reason to believe that any breach of ethical standards as set forth in law, the Governor's Code of Conduct, or in these provisions has occurred or may occur, including but not limited to contact by a Commonwealth officer of employee which, if acted upon, would violate such ethical standards, LESSOR shall immediately notify the LESSEE or Commonwealth Inspector General in writing.

n. LESSOR, by submission of its bid or proposal and/or execution of this Lease and by the submission of any bills, invoices or requests for payment pursuant to this Lease, certifies and represents that it has not violated any of these contractor integrity provisions in connection with the submission of the bid or proposal, during any negotiations or during the term of this Lease.

o. LESSOR shall cooperate with the Office of Inspector General in its investigation of any alleged Commonwealth employee breach of ethical standards and any alleged LESSOR non-compliance with these provisions. LESSOR agrees to make identified LESSOR employees available for interviews at reasonable times and places. LESSOR, upon the inquiry or request of the Office of Inspector General, shall provide, or if appropriate, make promptly available for inspection or copying,

any information of any type or form deemed relevant by the Inspector General to LESSOR's integrity and compliance with these provisions. Such information may include, but shall not be limited to, LESSOR's business or financial records, documents or files of any type or form that refers to or concern this contract.

p. For violation of any of these LESSOR Integrity Provisions, the Pennsylvania Gaming Control Board may terminate this Lease with LESSOR, claim liquidated damages in an amount equal to the value of anything received in breach of these provisions, and debar and suspend LESSOR from doing business with the Commonwealth. These rights and remedies are cumulative, and the use or non-use of any one shall not preclude the use of all or any other. These rights and remedies are in addition to those the Commonwealth may have under law, statute, regulation or otherwise.

q. For purposes of these LESSOR Integrity Provisions, the following terms shall have the meanings found in this Paragraph q.

1. "Confidential information" means information that a) is not already in the public domain; b) is not available to the public upon request; c) is not or does not become generally known to LESSOR from a third party without an obligation to maintain its confidentiality; d) has not become generally known to the public through an act or omission of LESSOR; or e) has not been independently developed by LESSOR without the use of confidential information of the Pennsylvania Gaming Control Board.
2. "Consent" means written permission signed by a duly authorized officer or employee of the Pennsylvania Gaming Control Board, provided that where the material facts have been disclosed, in writing, by pre-qualification, bid, proposal, or contractual terms, the Pennsylvania Gaming Control Board shall be deemed to have consented by virtue of execution of this Lease.
3. "LESSOR" means the individual or entity that has entered into this Lease with the Pennsylvania Gaming Control Board, including those directors, officers, partners, managers and owners having more than a five percent interest in LESSOR.
4. "Financial interest" means:
 - i. Ownership of more than a five percent interest in any business; or
 - ii. Holding a position as an officer, director, trustee, partner, employee, or holding any position of management.
5. "Gratuity" means tendering, giving or providing anything of more than nominal monetary value including, but not limited to, cash,

travel, entertainment, gifts, meals, lodging, loans, subscriptions, and advances, deposits of money, services, employment or contracts of any kind. The exceptions set forth in the Governor's Code of Conduct, Executive Order 1980-18, the 4 Pa. Code §7.153(b), shall apply.

6. "Immediate family" means a spouse and any unemancipated child.
7. "Non-bid basis" means a contract awarded or executed by the Pennsylvania Gaming Control Board with the person without seeking bids or proposals from any other potential bidder or offeror.
8. "Political contribution" means any payment, gift, subscription, assessment, contract, payment for services, dues, loan, forbearance, advance or deposit of money or any valuable thing, to a candidate for public office or to a political committee, including but not limited to a political action committee, made for the purpose of influencing any election in the Commonwealth of Pennsylvania or for paying debts incurred by or for a candidate or committee before or after any election.

33. NONDISCRIMINATION/SEXUAL HARASSMENT CLAUSE. LESSOR shall comply with all applicable provisions of the state and federal constitution, laws, regulations and judicial orders pertaining to nondiscrimination/sexual harassment and equal employment opportunity, including the provisions of the Nondiscrimination/Sexual Harassment Clause that follows:

- a. In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under this Lease, the LESSOR, or any person acting on behalf of the LESSOR shall not, by reason of gender, race, creed, or color, discriminate against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.
- b. Neither the LESSOR nor any person on LESSOR's behalf shall in any manner discriminate against or intimidate any employee involved in the manufacture of supplies, the performance of work, or any other activity required under this Lease on account of gender, race, creed, or color.
- c. LESSOR shall establish and maintain a written sexual harassment policy and shall inform their employees of the policy. The policy must contain a notice that sexual harassment will not be tolerated and employees who practice it will be disciplined.
- d. LESSOR shall not discriminate by reason of gender, race, creed, or color against any contractor or supplier who is qualified to perform the work to which this Lease relates.

e. LESSOR shall furnish all necessary employment documents and records to and permit access to their books, records, and accounts by the LESSEE and the Bureau of Contract Administration and Business Development, for purposes of investigation, to ascertain compliance with provisions of this Nondiscrimination/Sexual Harassment Clause. If the LESSOR does not possess documents or records reflecting the necessary information requested, the LESSOR shall furnish such information on reporting forms supplied by the contracting agency or the Bureau of Contract Administration and Business Development.

f. LESSOR shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subcontract so that such provisions will be binding upon each subcontractor.

g. The Pennsylvania Gaming Control Board may cancel or terminate this Lease and all money due or to become due under this Lease may be forfeited for a violation of the terms and conditions of this Nondiscrimination/Sexual Harassment Clause. In addition, the agency may proceed with debarment or suspension and may place the contractor in the LESSOR Responsibility File.

34. ACCESSIBILITY TO THE PREMISES BY INDIVIDUALS WITH DISABILITIES. LESSOR shall be responsible for, and shall bear the financial burden for, ensuring that the PREMISES comply with the building accessibility requirements of the Americans with Disabilities Act and its title II regulations as well as the Universal Accessibility Act (Act of September 1, 1965, P.L. 459, No. 235) and its implementing regulations. LESSOR's responsibilities shall include, but shall not be limited to, removal of any structural or communication barriers for accessibility to the PREMISES by individuals with disabilities and providing auxiliary aids and services as required. LESSEE shall only be responsible for providing program accessibility to individuals with disabilities unless alterations, improvements and additions to the PREMISES are required in order to provide program accessibility, in which case, LESSOR shall be responsible. LESSOR shall defend any suit or proceeding brought against LESSEE on account of any alleged violation of any federal or state statute or regulation relating to accessibility to buildings by individuals with disabilities. LESSOR shall indemnify and hold LESSEE harmless from any and all damages, costs and expenses, awarded therein against LESSEE.

LESSOR understands and agrees that pursuant to federal regulations promulgated under the authority of The Americans with Disabilities Act, 28 C.F.R. Section 35.101 et seq., no individual with a disability shall, on the basis of the disability, be excluded from participation in this LEASE or from activities provided for under this LEASE. As a condition of accepting and executing this LEASE, LESSOR agrees to comply with the "General Prohibitions Against Discrimination" 28 C.F.R. Section 35.130, and all other regulations promulgated under Title II of The Americans With Disabilities Act which are applicable to the benefits, services, programs, and activities provided by the Commonwealth of Pennsylvania through contracts with outside contractors and lessors.

The LESSOR shall be responsible for and agrees to indemnify and hold harmless the Commonwealth of Pennsylvania from all losses, damages, expenses, claims, demands, suits, and

actions brought by any party against the Commonwealth of Pennsylvania as a result of the LESSOR'S failure to comply with the provisions of this Paragraph.

35. CONTRACTOR RESPONSIBILITY PROVISIONS. For the purpose of these provisions, the term contractor is defined as any person, including, but not limited to, a bidder, offeror, loan recipient, lessee/sublessee, grantee, or subgrantee, who has furnished or seeks to furnish goods, supplies, services, or leased space, or who has performed or seeks to perform construction activity under any lease, contract, subcontract, grant, or subgrant with the Commonwealth, or with a person under contract, subcontract, grant, or subgrant with the Commonwealth or its state affiliated entities, and state-related institutions. The term contractor may include a permittee, licensee, or any agency, political subdivision, instrumentality, public authority, or other entity of the Commonwealth.

- a. The contractor must certify, in writing, for itself and all its subcontractors, that as of the date of its execution of any Commonwealth contract, that neither the contractor, nor any subcontractors, nor any suppliers are under suspension or debarment by the Commonwealth or any governmental entity, instrumentality, or authority and, if the contractor cannot so certify, then it agrees to submit, along with the bid/proposal, a written explanation of why such certification cannot be made.
- b. The contractor must also certify, in writing, that as of the date of its execution, of any Commonwealth contract it has no tax liabilities or other Commonwealth obligations.
- c. The contractor's obligations pursuant to these provisions are ongoing from and after the effective date of the contract through the termination date thereof. Accordingly, the contractor shall have an obligation to inform the LESSEE if, at any time during the term of the contract, it becomes delinquent in the payment of taxes, or other Commonwealth obligations, or if it or any of its subcontractors are suspended or debarred by the Commonwealth, the federal government, or any other state or governmental entity. Such notification shall be made within 15 days of the date of suspension or debarment.
- d. The failure of LESSOR to notify the LESSEE of its suspension or debarment by the Commonwealth, any other state, or the federal government shall constitute an event of default of the contract with the Commonwealth.
- e. The LESSOR agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of State Inspector General for investigations of the LESSOR's compliance with the terms of this or any other agreement between the LESSOR and the Commonwealth, which results in the suspension or debarment of the contractor. Such costs shall include, but shall not be limited to, salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The LESSOR shall not be responsible for investigative costs for investigations that do not result in the LESSOR's suspension or debarment.

f. The LESSOR may obtain the current list of suspended and debarred Commonwealth contractors by either searching the internet at <http://www.dgs.state.pa.us/debarment.htm> or contacting the:

Department of General Services
Office of Chief Counsel
603 North Office Building
Harrisburg, Pennsylvania 17125
Telephone No. (717) 783-6472
FAX No. (717) 787-9138

36. RIGHT TO KNOW LAW REQUIREMENTS.

a. The Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104, applies to this LEASE.

b. If the LESSEE needs the LESSOR'S assistance in any matter arising out of the RTKL related to this LEASE, it shall notify the LESSOR using the legal contact information provided in this LEASE. The LESSOR, at any time, may designate a different contact for such purpose upon reasonable prior written notice to the LESSEE.

c. Upon written notification from the LESSEE that it requires the LESSOR's assistance in responding to a request under the RTKL for information in the LESSOR's possession, constituting, or alleged to constitute, a public record in accordance with the RTKL ("**Requested Information**"), the LESSOR shall:

1. Provide the LESSEE, within ten (10) calendar days after receipt of written notification, access to, and copies of, any document or information in the LESSOR's possession arising out of this LEASE that the LESSEE reasonably believes is Requested Information and may be a public record under the RTKL; and
2. Provide such other assistance as the LESSEE may reasonable request, in order to comply with the RTKL with respect to this LEASE.

d. If the LESSOR considers the Requested Information to include a request for a Trade Secret or Confidential Proprietary Information, as those terms are defined by the RTKL, or other information that the LESSOR considers exempt from production under the RTKL, the LESSOR must notify the LESSEE and provide, within seven (7) calendar days of receiving the written notification, a written statement signed by a representative of the LESSOR explaining why the requested material is exempt from public disclosure under the RTKL.

e. The LESSEE will rely upon the written statement from the LESSOR in denying a RTKL request for the Requested Information unless the LESSEE determines that the Requested Information is clearly not protected from disclosure under the RTKL. Should the LESSEE determine that the Requested Information is

clearly not exempt from disclosure; the LESSOR shall provide the Requested information within five (5) business days of receipt of written notification of the LESSEE'S determination.

f. If the LESSOR fails to provide the Requested Information within the time period required by these provisions, the LESSOR shall indemnify and hold the LESSEE harmless for any damages, penalties, costs, detriment or harm that the LESSEE may incur as a result of the LESSOR'S failure, including any statutory damages assessed against the LESSEE.

g. The LESSEE will reimburse the LESSOR for any costs associated with complying with these provisions only to the extent allowed under the fee schedule established by the Office of Open Records or as otherwise provided by the RTKL if the fee schedule is inapplicable.

h. The LESSOR may file a legal challenge to any LESSEE decision to release a record to the public with the Office of Open Records, or in the Pennsylvania Courts, however, the LESSOR shall indemnify the LESSEE for any legal expenses incurred by the LESSEE as a result of such a challenge and shall hold the LESSEE harmless for any damages, penalties, costs, detriment or harm that the LESSEE may incur as a result of the LESSOR'S failure, including any statutory damages assessed against the LESSEE, regardless of the outcome of such legal challenge. As between the parties, the LESSOR agrees to waive all rights or remedies that may be available to it as a result of the LESSEE'S disclosure of Requested Information pursuant to the RTKL.

i. The LESSOR'S duties relating to the RTKL are continuing duties that survive the expiration of this LEASE and shall continue as long as the LESSOR has Requested Information in its possession.

37. EXHIBITS PART OF LEASE. Included in and made a part of this LEASE, whether or not referred to in the body of this LEASE and with the same force and effect as though fully set forth hereto are Exhibits "A" through "D".

38. EXECUTION DATE. LESSOR acknowledges that this Lease is subject to final execution by the Executive Director of the Pennsylvania Gaming Control Board and approval by the Office of the Attorney General and that until the properly signed, executed and approved Lease is sent to LESSOR, this Lease will not be valid or binding. The execution date of this Lease shall be the date when this Lease is signed by the Executive Director of The Pennsylvania Gaming Control Board after all other approvals have been obtained, which date shall be entered on the appropriate line of the first page of this Lease.

39. NOTICES. All notices, requests, demands, consents, approvals or other communications to or upon the respective parties hereto shall be in writing and delivered by hand or mailed by certified or registered mail, return receipt requested, or a nationally recognized courier service that provides a receipt for delivery such as Federal Express, United Parcel Service or U.S. Postal Service Express Mail and shall be effective on the date delivered (or the first date such delivery is attempted and refused) in writing to the party to which such notice, request, demand,

consent, approval or other communication is required or permitted to be given or made under this Lease addressed if intended for LESSOR, to HUB Properties Trust, c/o Reit Management & Research LLC, Property Management and Leasing, Regional Office, Centre Square, 1500 Market Street, Lower Mezzanine, Philadelphia, PA 19102-2100, Attention: Vice President, with a copy to Reit Management & Research LLC, 255 Washington Street, Suite 300, Newton, MA 02458, Attention: David M. Lepore (or to such other address or addresses as may from time to time hereafter be designed by LESSOR by like notice); and if intended for LESSEE, addressed to LESSEE at the Property (or to such other address or addresses as may from time to time hereafter be designated by LESSEE by like notice).

40. PGCB CONTACT. All communications regarding this Lease shall be made to Steven Wilson, Director of Office Services at Pennsylvania Gaming Control Board, 303 Walnut Street, Strawberry Square, Verizon Tower, 5th Floor, Harrisburg, PA 17101 and (717)346-8300.

41. INTENTIONALLY DELETED.

42. RULES AND REGULATIONS. LESSEE shall, during the term of this Lease, observe and abide by the Rules and Regulations of the Building set forth as Schedule 1, as the same may from time to time be amended, revised or supplemented (the "Rules and Regulations"). LESSEE shall further be responsible for compliance with the Rules and Regulations by the employees, servants, agents and visitors of LESSEE.

43. LIMITATION OF LESSOR'S LIABILITY. The term "LESSOR", so far as covenants or obligations to be performed by LESSOR are concerned, shall be limited to mean and include only the owner or owners at the time in question of LESSOR's interest in the Property, and in the event of any transfer or transfers of such title to said property, LESSOR (and in case of any subsequent transfers or conveyances, the then grantor) shall be concurrently freed and relieved from and after the date of such transfer or conveyance, without any further instrument or agreement, of all liability with respect to the performance of any covenants or obligations on the part of LESSOR contained in this Lease, thereafter to be performed, it being intended hereby that the covenants and obligations contained in this Lease, on the part of LESSOR, shall, subject as aforesaid, be binding on LESSOR, its successors and assigns, only during and in respect of their respective period of ownership of such interest in the Property. LESSEE shall not assert nor seek to enforce any claim for breach of this Lease, against any of LESSOR's assets other than LESSOR's interest in the Property, and LESSEE agrees to look solely to such interest for the satisfaction of any liability or claim against LESSOR under this Lease, it being specifically agreed that in no event whatsoever shall LESSOR ever be personally liable for any such liability. In addition, LESSOR hereby notifies LESSEE that the Declaration of Trust of Hub Properties Trust provides, and LESSEE agrees, that no trustee, officer, director, general or limited partner, member, shareholder, beneficiary, employee or agent of LESSOR (including any person or entity from time to time engaged to supervise and/or manage the operation of LESSOR) shall be held to any liability, jointly or severally, for any debt, claim, demand, judgment, decree, liability or obligation of any kind (in tort, contract or otherwise) of, against or with respect to LESSOR or arising out of any action taken or omitted for or on behalf of LESSOR. OR LESSEE furthermore agrees that no trustee, officer, director, general or limited partner, member, shareholder, beneficiary, employee or agent of LESSOR (including any person or entity from time to time engaged to supervise and/or manage the operation of LESSOR) shall be held to any liability, jointly or severally, for any debt, claim, demand, judgment, decree, liability or

obligation of any kind (in tort, contract or otherwise) of, against or with respect to LESSOR or arising out of any action taken or omitted for or on behalf of LESSOR.

44. BROKERAGE. LESSEE warrants and represents that it has dealt with no broker in connection with the consummation of this Lease other than Oxford Realty Services and in the event of any brokerage claims or liens, other than by Oxford Realty Services, against LESSOR or the Property predicated upon or arising out of prior dealings with LESSEE, LESSEE agrees to defend the same and indemnify and hold LESSOR harmless against any such claim, and to discharge any such lien.

45. WAIVER. LESSOR is not and shall not be responsible for the destruction or theft of any of the LESSEE's furniture, fixtures, equipment or other personal property unless the destruction or theft is due to the negligence of LESSOR.

46. INTERRUPTION. Except as provided in this Paragraph, LESSOR shall be under no responsibility or liability for failure, interruption or unavailability of any services, facilities, utilities, repairs or replacements or inability to provide access or inability to perform any other obligation under this Lease caused by Force Majeure or due to any act or neglect of LESSEE or LESSEE's servants, agents, employees or licensees. Notwithstanding the foregoing, if due to a LESSOR's Default or an event of Force Majeure, (i) the Premises or any portion thereof are unusable by LESSEE for a period of more than five (5) consecutive business days following written notice from LESSEE to LESSOR due to (I) a lack of any of water, sewer, elevator service, access or electricity or (II) the failure by LESSOR to perform repairs which LESSOR is obligated to perform pursuant to the terms of this Lease, and (ii) LESSEE shall, concurrently with the giving of such notice, discontinue use of the Premises or the portion thereof which is unusable as a result, then LESSEE may abate (on an equitable basis) the base rent and Additional Rent on account of Taxes and Operating Costs for such portion of the Premises rendered unusable for the period commencing on the expiration of such five (5) business day period and ending on the date that the Premises (or such portion) is rendered usable. Any notice from LESSEE pursuant to this paragraph shall expressly state the intention of LESSEE to abate rent payments pursuant to the provisions of this Paragraph. Nothing set forth in this Paragraph shall be construed to limit LESSEE's right and remedies set forth in Paragraphs 20 (Damage/Destruction), 21 (Events of Default) or 22 (Remedy). Notwithstanding anything to the contrary set forth herein, in no event shall LESSOR be responsible for any indirect or consequential damages to LESSEE.

IN WITNESS WHEREOF, the parties hereto have duly executed these presents, and intend to be legally bound thereby, the day and year first above written.

LESSOR

ATTEST:

HUB Properties Trust

By: *Elizabeth Bunham*

By: *David M. Lepore*
David M. Lepore, Senior Vice President

ATTEST:

LESSEE

By: *Janet L. Lewis*

The Pennsylvania Gaming Control Board

By: *Kevin F. O'Toole* (SEAL)
Name: *Kevin F. O'Toole*
Title: Pennsylvania Gaming Control Board
Executor Director

APPROVED AS TO FORM AND LEGALITY

OFFICE OF ATTORNEY GENERAL

By: *[Signature]*
1/6/12



PGCB OFFICE OF CHIEF COUNSEL

COMPTROLLER

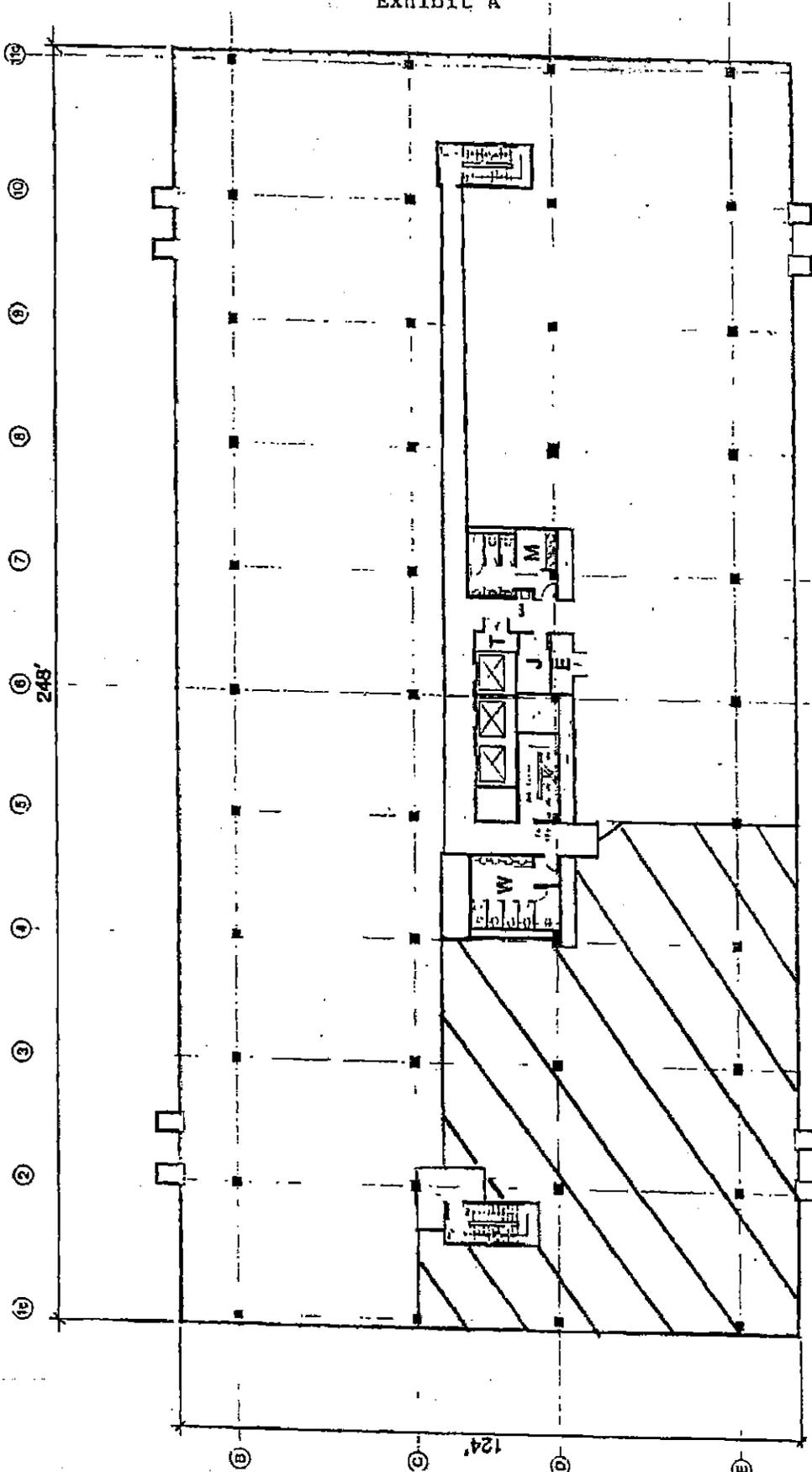
By _____

By _____

EXHIBIT A

PREMISES

Exhibit A



FOSTER PLAZA TEN
Foster Plaza Associates
Green Tree Borough, PA
Williams Trebilcock Whitehead
June 10, 1986

EXHIBIT A

FOURTH FLOOR PLAN

FOURTH FLOOR PLAN

1

EXHIBIT A-1

WORK

Architectural Drawings – Landlord shall engage Next Architecture to provide construction drawings for permitting which shall include reflected ceiling plan; partition, electric and finish plan. Work to be completed in general accordance with the initial space plan dated 06/04/12 prepared by Next Architecture utilizing building standard materials unless otherwise specified in this Scope of Work.

Wall Construction - Construct building standard walls and offices as required per the plan. Walls constructed with 5/8" drywall on 3 5/8" metal stud to the underside of the ceiling. All walls to receive 3 1/2" sound attenuation blankets.

Doors - Landlord to supply new building standard doors and hardware at building standard finish. All private office doors and IT room to receive locksets and conference room doors and kitchen to receive passage set hardware. All private office doors to receive coat hook.

Glass – Furnish and install approximately 2 full size sidelights at 2 offices as directed by PA Gaming; to be constructed in Hollow Metal Frame.

Flooring – Landlord to furnish and install building standard broadloom by Bolyu (Excursion, Get Away and Field Trip) with ILOC backing system. Landlord to provide Armstrong VCT at kitchen and anti-static tile in IT room. Landlord to furnish and install 4" Roppe Rubber base throughout.

Ceilings – Re-use existing ceiling grid and furnish and install new building standard ceiling tile throughout the space.

Lighting – Provide 2'x4' parabolic T-8 lighting throughout the space.

Millwork/Kitchen – Furnish and install new 8' plastic laminate cabinets with above and below cabinetry with full size stainless steel sink with running water.

Paint – All walls shall receive 2 coats of building standard paint; colors selected by tenant. There is a maximum of 3 paint colors to be provided for the entire premises and interior offices shall receive not more than one color on walls. All door frames to receive 2 coats of semi-gloss paint.

HVAC – Relocate building standard HVAC Carrier Diffusers consistent with the layout of the new space. HVAC to be balanced upon completion of the work. Two ton supplemental HVAC provided for telecommunications room.

Electric – Provide building standard electric 110 receptacles and switching in accordance with code and the plan. Any above standard electric requirement shall be at the cost of the tenant. Landlord shall provide pull strings with "mud rings" for voice/data access.

Sprinklers – Sprinklers heads to be relocated in accordance to code.

ADA – Furnish and install ADA Horn/Strobes per code.

Voice/Data and Access Control – The Landlord will make direct payment to PA Gaming Commission vendors for voice/data wiring and access control system in accordance with Berkshire Systems Group proposal dated 6/20/12 and Black Box Network Services dated 6/16/12.

Final Cleanup – Upon completion of the work; final cleanup of the space shall be provided for preparation of tenant move; keys, cards and standard signage.

EXHIBIT B
FOSTER PLAZA
CLEANING SPECIFICATIONS

FLOORS

Hard Surfaced (Where Applicable)

Daily:	Sweep or dust mop, spot mop (coffee marks, etc.)
As Needed:	Buff on a rotating basis.
Yearly:	Strip and wax.

Carpeted Areas

Daily:	Vacuum offices, traffic areas and designated cubicles.
Weekly:	Vacuum all cubicles
As Needed:	Clean edges and corners.
Other:	Steam-Clean Carpets every other year upon request.

Stairwells

Daily:	Empty ashtrays, clean finger marks from doors, police stairs, and damp mop (coffee marks, etc.).
Weekly:	Sweep and wet mop. Dust handrails and door frames.
As Needed:	Wet wipe handrails and ledges.

INTERIOR GLASS

Entrance Glass and Doors

Daily:	Spot clean and dust frames. Sweep and mop inside entrances
As Needed:	Wash glass and frames inside and out.

Partition Glass

Daily: Spot clean and dust ledges.
As Needed: Wash glass and frame ledges.

Elevators

Daily: Sweep and wet mop.
As Needed: Remove finger marks and polish.

EXTERIOR GLASS

Annually: Wash outside windows.

FURNITURE AND FIXTURES

Desks

Daily: Dust a designated section of the office desks.
Weekly: All desk tops are to be completed.
As Requested: Wash desk tops.

Note: Desk items and papers are not to be moved by Cleaner. If the desk is cleared, it will be completely dusted.

Chairs

Weekly: Dust top, sides and bottoms. Wet wipe finger marks.
As Needed: Vacuum cloth furniture

Ashtrays

Daily: Empty and wash.

Wastebaskets

Daily: Empty.
As Needed: Replace plastic liners.

Telephones

Daily: Dust.
As Needed: Wipe finger marks and disinfect.

Files and Other Furniture

Daily: Dust a designated section of the office.
As Needed: Wash tops and spot clean finger marks.

Walls (Painted and Sani-text)

As Needed: Clean finger marks, etc.

Window Ledges

Weekly: Dust and wipe as necessary.

Ceiling Vents

As Needed: Dust.

Doors

Weekly: Spot clean and remove finger marks. Dust tops and jambs (wipe as necessary).
As Needed: Clean kick plates.

Horizontal Ledges

Daily: Dust within reach.
As Needed: Wet wipe and dry.
Monthly: Dust high areas.

Venetian Blinds

Quarterly: Dust.

RESTROOM SERVICE

Washbowls and Chrome Fixtures

Daily: Clean and disinfect.

Commodes and Urinals

Daily: Clean inside and out.

Partitions

Weekly: Dust tops and sides, spot clean finger marks.

Monthly: Wash.

Walls

Weekly: Spot clean.

As Needed: Wash.

Mirrors

Daily: Clean glass.

Exhaust Vents

As Needed: Dust.

Horizontal Surfaces

Daily: Dust.

Weekly: Wet wipe.

Floors

Daily: Sweep and mop with disinfectant.

Metal Containers

Daily: Wet wipe and dry.

Weekly: Polish

Supplies (Paper Towels, Toilet Tissue, Soap, Sanitary Napkins, etc.)

Daily: Refill containers from stock

Slop Sinks, Supply Rooms and Equipment

Daily: Keep clean at all times.

Trash Rooms

Weekly: Sweep

GENERAL INFORMATION

The janitorial service will provide all of the equipment and supplies to meet the cleaning requirements. (See chart)

The janitorial service will also supply the following:

Liquid hand soap

Toilet tissue

Liners for sanitary napkin receptacles

Paper towels

Sanitary napkins

Paper cups (if necessary)

EXHIBIT "C"

**PENNSYLVANIA GAMING CONTROL BOARD
COMMONWEALTH OF PENNSYLVANIA**

**ACCEPTANCE OF LEASED PREMISES
INSPECTION REPORT**

LESSOR: HUB PROPERTIES TRUST

**LOCATION: Foster Plaza 10, 680 Anderson Drive,
Pittsburgh, PA**

This is to certify that I, on behalf of the Pennsylvania Gaming Control Board, have visually inspected the above premises on _____, 2012 (DATE) and find that the premises are built and/or renovated in accordance with the requirements of Lease _____ (LEASE NUMBER) with the exception of the following items:

1. _____
2. _____
3. _____
4. _____

(Additional items on attached sheet, if necessary)

The Pennsylvania Gaming Control Board hereby accepts the above premises for occupancy effective _____, 2012 (ACCEPTANCE DATE) and approves the New Construction _____ Renovations excepting the above items numbered _____.

Further, the Pennsylvania Gaming Control Board agrees that _____, 2012 (ACCEPTANCE DATE) is to be the effective date of occupancy; that the rental for the above mentioned property shall commence on _____, 2012, that the lease term, upon execution of this document by all parties, shall extend for 10 years from the Acceptance Date; with any option terms provided for in the lease being adjusted accordingly.

(PENNSYLVANIA GAMING CONTROL
BOARD REPRESENTATIVE)

(TITLE)

I understand and agree to the foregoing and I certify, as lessor of the above referenced premises, that completion of the excepted items as stated herein shall be no later than _____. I also acknowledge and agree that, should I fail to complete any of those items within the above time

frame, then the Pennsylvania Gaming Control Board may at its discretion withhold rental payments. I hereby agree to the adjustment in the lease and option terms described above.

(LESSOR)

Copy to Comptroller _____ (DATE)

EXHIBIT D

ASBESTOS

LESSOR certifies that based upon the results of an AMC test conducted in July 2012, the PREMISES/building contains no asbestos.

Notwithstanding the results of the July 2012 AMC test, if asbestos is found, LESSOR shall contact LESSEE immediately. LESSOR, at its cost, shall have the building inspected by PAL&I certified inspectors and shall take action to implement all recommendations made by the inspectors. Proper precautions shall be taken to insure no contamination of the building or harm to LESSEE and its employees, contractors, and invitees.

LESSEE shall not be entitled to claim from LESSOR any consequential damages arising out of LESSOR'S breach of warranty and representations contained in this Exhibit. Furthermore, if LESSEE or its agents repair or abate ACM and assumed-ACM pursuant to this Exhibit, LESSOR shall reimburse LESSEE, within fifteen (15) days, for all costs and expenses associated therewith, including, but not limited to costs of repair, abatement and disposal of ACM and assumed-ACM, costs of restoration, costs of air quality and materials testing and analysis, relocation and incremental rental expenses, and related fees of consultants and experts, but in no event shall LESSOR be liable for any indirect or consequential damages suffered by LESSEE as a result of the presence, repair, removal, abatement or disposal of ACM and assumed-ACM.

LESSOR agrees to abide by all applicable federal, state, and local regulations. LESSOR further agrees to protect, indemnify and save harmless LESSEE from and against any and all liabilities, losses, damages, costs, expenses, causes of action, suits, claims, demands or judgments of any nature arising from any injuries to, or death of any person growing out of or connected with the presence of asbestos in the demised premises.