

Allegheny County Valerie McDonald Roberts Department of Real Estate Pittsburgh, PA 15219

Instrument Number: 2009-33809

BK-DE VL-14135 PG-368

Recorded On: December 17, 2009

As-Deed Agreement

Parties: PENNSYLVANIA COMWTH BY DEP ENVRMTL PROTECTION

To EDGEWATER PROPERTIES L P

of Pages: 18

Comment: CONSENT ORDER & AGRMNT

****** THIS IS NOT A BILL ********

Deed Agreement

104.50

Pages > 4 Names > 4 1,3

Total;

104.50

I here'by certify that the within and foregoing was recorded in the Department of Real Estate in Allegheny County, PA

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WILL CALL

PITTSBURGH PA 15219



Valerie McDonald Roberts, Manager Dan Onorato, County Executive

COMMONWEALTH OF PENNSYLVANIA DEPARTMENT OF ENVIRONMENTAL PROTECTION

IN THE MATTER OF:

Regional Industrial Development : Buyer-Seller Agreement

Corporation of Southwestern Pennsylvania : Former Edgewater Steel Property

300 College Avenue

Edgewater Properties, L.P. ; Oakmont, Pennsylvania

LRP ID: 5-2-832-1835

CONSENT ORDER AND AGREEMENT

This Consent Order and Agreement ("Agreement") is entered into this ______ day of ______, 2009, by and among the Commonwealth of Pennsylvania, Department of Environmental Protection ("Department"), Regional Industrial Development Corporation of Southwestern Pennsylvania ("Seller") and Edgewater Properties, L.P. ("Buyer").

The Department has found and determined the following:

The Parties

- A. The Department is the Commonwealth agency with the duty and authority to administer and implement the Land Recycling and Environmental Remediation Standards Act, Act of May 19, 1995, as amended, 35 P.S. §§ 6026.101 6026.908 ("Act 2"); and to administer and enforce the Hazardous Sites Cleanup Act, Act of October 18, 1988, as amended, 35 P.S. §§ 6020.101 6020.1305 ("HSCA"); the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. §§ 9601 9675 ("CERCLA"); the Solid Waste Management Act, Act of July 7, 1980, as amended, 35 P.S. §§ 6018.101 6018.1003 ("Solid Waste Management Act"); the Clean Streams Law, Act of June 22, 1937, as amended, 35 P.S. §§691.1 691.1001 ("Clean Streams Law"); the Storage Tank and Spill Prevention Act, Act of July 6, 1989, as amended, 35 P.S. §§6021.101 6021.2104 ("Storage Tank Act"); Section 1917-A of the Administrative Code of 1929, Act of April 9, 1929, as amended, 71 P.S. § 510-17 ("Administrative Code"); and the regulations promulgated thereunder.
- B. Regional Industrial Development Corporation of Southwestern Pennsylvania is a Pennsylvania non-profit corporation with a principal place of business located at 425 Sixth Avenue, Suite 500, Pittsburgh, Pennsylvania 15219. Seller is in the business of regional economic development.

- C. Edgewater Properties, L.P. is a Pennsylvania limited partnership with a principal place of business located at 3875 Old William Penn Highway, Murrysville, PA 15668. Buyer is in the business of property development.
 - D. Kacin Companies, Inc. is the General Partner of Edgewater Properties, L.P.

The Property

- E. The property, owned by the Seller, consists of a parcel of approximately 34 acres and all improvements thereon, located at 300 College Avenue, Oakmont, Allegheny County, Pennsylvania, and as described in the Deed recorded in the office of the Recorder of Deeds of Allegheny County, Pennsylvania at Deed Book Volume 10121, Page 505, and is designated as Block and Lot number 363-P-286 in the Deed Registry Office of Allegheny County, Pennsylvania (the "Property"). The Property does not include the small adjacent property discussed in Paragraph G, below.
- F. The Property was used for the manufacturing of steel rings and railroad wheels. The Edgewater Steel Corporation began operations on the Property in the early 1900s and primary operations included forging, rolling mills, die hammers, annealing, machining, and heat treating. Manufacturing operations at the Property ceased in 2002. Subsequent to the cessation of all operations, all of the buildings, with the exception of an office building, water tower, and a small building adjacent to the water tower, were demolished.
- G. The Property does not include a small parcel adjacent to the northwest corner which is owned by Duquesne Light Company. Seller's and Buyer's obligations under this Agreement shall not extend to this parcel. However, for purposes of Act 2, Seller intends to voluntarily include this parcel in all of its Act 2 submittals.

Contamination of the Property

- H. The location and horizontal and vertical extent of environmental contamination of the Property have been assessed as documented in the Remedial Investigation Site-Specific Standard, Former Edgewater Steel Property, 300 College Avenue, Oakmont, Allegheny County, Pennsylvania, Submitted July 2004, Revised September 2006, prepared by KU Resources, Inc., 22 South Linden Street, Duquesne, Pennsylvania 15110 (the "Remedial Investigation Report" or "RIR"). The RIR was approved by the Department in accordance with the provisions of Act 2 by letter dated December 12, 2006.
- I. The RIR is incorporated herein by reference. It has been provided to the Department and is maintained as a public document by the Department in accordance with its standard document retention practices.

- J. The RIR contains the analytical results of soil samplings and groundwater investigation, including the installation, sampling and analysis for Target Compound List volatile organic compounds (VOCs), semi-volatile organic compounds (SVOCs), Target Analyte List (TAL) metals, cyanide, and polychlorinated biphenyls (PCBs) in a number of on-site monitoring wells; the determination of the direction of groundwater flow; and the sampling and analysis for volatile organic compounds (VOCs), semi-volatile organic compounds (SVOCs), target analyte list metals, cyanide, and polychlorinated biphenyls (PCBs) in the soil.
- K. The RIR describes all contamination currently known by the Parties to exist on the Property ("Identified Contamination").
- L. The Identified Contamination includes Constituents of Interest ("COI"), which are defined as any constituent that exceeds an applicable residential, used aquifer medium-specific concentration. The COI in soil are Benzo(a)pyrene, Dibenzo(a,h)anthracene, Nickel, Arsenic, Copper and Lead. The COI in groundwater are Trichloroethene, Tetrachloroethene, Antimony, Cadmium, Lead, Nickel, Mercury, Cyanide, Aluminum, Iron, and Manganese. Attached hereto as Exhibit A are Figures 4-4 and 4-5 from the RIR, which indicate the Soil Sample Exceedances and the Groundwater Exceedances, respectively.
- M. The RIR includes detailed information regarding the location of the Identified Contamination and COI at the Property.

The Proposed Sale

- N. Seller intends to sell the Property to Buyer, who intends to buy the Property, and Buyer plans to construct or cause to be constructed on the Property a residential and commercial/retail community (the "Project") consisting of residential units (a mix of mid-rise, single family, detached townhouses and quad-type units), along with approximately seventeen thousand (17,000) to twenty-six thousand (26,000) square feet of commercial/retail space.
- O. Buyer represents to the Department that it did not cause or contribute to, and is not otherwise liable or responsible under any federal or state environmental law for the Identified Contamination of the Property. The Department is not aware of any information to the contrary that would indicate such liability or responsibility.

The Remediation Plan

P. On March 18, 2004, Seller submitted a Notice of Intent to Remediate under Act 2 to the Department. As noted in Paragraph G, in September 2006, Seller submitted to the Department the RIR, which was approved by the Department on December 15, 2006. The Seller intends to remediate the Property based on a residential end use.

- Q. By letter dated May 5, 2007, and supplemented by letter dated August 16, 2007, Seller submitted a Risk Assessment Report and Cleanup Plan. The Department approved the Risk Assessment Report and Cleanup Plan by letter dated August 17, 2007. The Risk Assessment Report and Cleanup Plan is incorporated herein by reference. It has been provided to the Department and is maintained as a public document by the Department in accordance with its standard document retention practices.
- R. The Risk Assessment Report identified three potentially complete exposure pathways at the Property:
 - i. vapor intrusion to indoor air;
 - ii. direct contact exposure to Property soils; and
 - iii. groundwater-to-surface water impacts

The RIR documented that there are no potential pathways for exposure of ecological receptors to the COI at the Property because there are no ecological receptors at the Property.

- S. The Cleanup Plan sets forth the remedial measures at the Property to meet a Site-Specific Standard based on residential use of the Property, as those terms are used in Act 2. The Cleanup Plan also includes several protective measures for the Property. The Cleanup Plan includes the following remedial and protective measures:
 - i. Six inches of protective soil cover in greenspace areas;
 - ii. Deed notification and restrictions, including restrictions on groundwater use and a continuing duty to comply with the Soil Management Plan;
 - iii. Well abandonment;
 - iv. A Dust Control Plan;
 - v. A Worker Health and Safety Plan to be followed during earthwork activities at the Property; and
 - vi. Erosion control procedures.

After full and complete negotiation of all matters set forth in this Agreement, and upon mutual exchange of the covenants contained herein, the Parties intending to be legally bound, it is hereby ORDERED by the Department and AGREED TO by Seller and Buyer as follows:

1. Authority. This Agreement is an Order of the Department authorized and issued pursuant to the environmental laws of the Commonwealth listed in Paragraph A, particularly Sections 5, 316, 402 and 610 of the Clean Streams Law, 35 P.S. §§ 691.5, 691.316, 691.402 and 691.610; Sections 4 and 602 of the Solid Waste Act, 35 P.S. §§ 6018.4 and 6018.602; Sections 107 and 1309 of the Storage Tank Act, 35 P.S. §§ 6021.107 and 6021.1309; and 71 P.S. § 510-17.

2. Findings.

- a. Seller and Buyer agree that the findings in Paragraphs A through S are true and correct and, in any matter or proceeding involving either or both of them and the Department, Seller and/or Buyer shall not challenge the accuracy or validity of these findings.
- b. The Parties do not authorize any other person to use the findings in this Agreement in any matter or proceeding.

3. Seller's Obligations. Seller shall

- a. Attain and demonstrate compliance with the Site-Specific Standard in accordance with Act 2. In doing so, Seller shall undertake the measures as follows:
 - (1) Record the deed notification and restrictions provided for in the Department-approved Cleanup Plan and comply with them.
 - (2) Abandon the wells at the Property as provided for in the Department-approved Cleanup Plan.
 - (3) To the extent that direct, imminent, and immediate threats to human health are identified while it owns the Property, immediately notify the Department, address them in a reasonably expeditious fashion, and continue to meet an Act 2 standard.
 - (4) Comply with the Public Involvement Plan prepared for the Borough of Oakmont while it owns the Property.
- b. Within thirty (30) days after the Effective Date, record this Agreement and its Exhibits with the deed to the Property, in the Recorder of Deeds Office for Allegheny County and index the Agreement with the deed, listing it under Seller as Grantor and Buyer as Grantee; and simultaneously notify the Department in writing that it has completed this obligation and inform the Department of the Deed Book and Page where the Property deed and Agreement have

been filed.

4. Buyer's Obligations. Buyer shall

- a. Place six inches of soil in greenspace areas during development of the Property, as provided for in the Department-approved Cleanup Plan.
- b. Comply with the deed restrictions for the Property, as provided for in the Department-approved Cleanup Plan.
- c. Comply with the Worker Health and Safety Plan for earthwork activities, the Dust Control Plan for excavation, stockpiling and backfilling activities, and the erosion control procedures, as provided for in the Department-approved Cleanup Plan.
- d. To the extent that direct, imminent, and immediate threats to human health are identified while it owns the Property, immediately notify the Department, address them in a reasonably expeditious fashion, and continue to meet an Act 2 standard.
- e. Upon completion of remediation in accordance with the Departmentapproved Cleanup Plan and Act 2, submit the Final Report to the Department and comply with the public notice provisions of Act 2.
- f. The agreement by Buyer in Paragraph 4,b is a covenant running with the land and Buyer shall include this covenant in all deeds, leases and other instruments of conveyance of the Property.
- g. Promptly notify the Department if there is any proposal to change the exposure patterns on which the remediation standard was based, as summarized in Paragraph P above, and take steps to assure that an Act 2 standard continues to be met.
- h. Notify the Department when the Property has been purchased by the Buyer and provide to the Department, within thirty (30) days of the transfer of title, a copy of the instrument used to transfer title, containing the covenants described in Paragraphs 4.b.

5. Conveyance by Buyer.

a. Buyer shall, prior to the conveyance of any lot or parcel of the Property, establish a homeowner's association, which includes governing bylaws that include a Declaration of Covenants, Easements, and Restrictions (the "Declaration") that, among other things:

- (1) Require compliance by any owner or occupant with the deed restrictions for the Property, including without limitation the common areas, as provided for in the Department-approved Cleanup Plan; and
- (2) Require that all future earthwork activities by any owner or occupant be conducted in accordance with the Worker Health and Safety Plan, the Dust Control Plan, and the erosion control procedures for the Property, including without limitation the common areas, as provided for in the Department-approved Cleanup Plan, which Plan and procedures shall be maintained in the offices of the homeowner's association.
- b. Within thirty (30) days of the establishment of the homeowner's association, record the Declaration with the Allegheny County Recorder of Deeds referencing the subdivision plan so that the covenant, easements, and restrictions run with the land. Within ten (10) days after recording, Buyer shall provide the Department evidence that such Declaration has been recorded.
- c. Buyer shall provide all purchasers of lots at the Property with a copy of the Declaration that has been recorded. Said Declaration shall be provided consistent with the requirements of 68 Pa.C.S.A. § 5406(a).
- d. Any construction activities conducted after the initial development of the Property of any private development shall be reviewed and approved by the homeowner's association in consultation with a registered professional engineer to determine that the construction activities will be conducted in accordance with the Declaration.
- 6. Covenant Not to Sue for Seller and Buyer. Provided that Seller complies with its obligations set forth in Paragraphs 3, 9 and 10, and provided Buyer complies with the obligations in Paragraphs 4, 5, 9, 10, and 11, and subject to the limitations set forth in Paragraphs 8 and 15, the Department hereby covenants not to sue or take administrative action against Buyer under the environmental laws of the Commonwealth listed in Paragraph A above because of Buyer's ownership interest in the Property, for remediation of the Identified Contamination. This covenant not to sue is null and void if the Department determines that the Buyer, its agents, employees or representatives caused or contributed to the identified contamination or submitted false information to the Department. When the Department approves the Final Report, the liability protection conferred on Seller by Section 501 of Act 2 shall pass automatically to Buyer pursuant to Section 501(a)(3), and this Covenant Not to Sue shall become null and void.
- 7. Covenant Not to Sue for Purchasers. So long as a purchaser of a lot or lots complies with the terms and conditions set forth in the Declaration, the Department hereby

covenants not to sue or take any civil or administrative action against any purchaser of any lot(s) of the Property under the environmental laws of the Commonwealth listed in Paragraph A above because of purchaser's ownership interest in the Property, for remediation of the Identified Contamination. This covenant not to sue shall extend to any subsequent transferee, successor, assign, or occupant of purchaser.

- 8. Reservation of Rights. With respect to any contamination on the Property not part of the Identified Contamination, or any contamination caused or contributed to by Buyer after Buyer assumes ownership of the Property, the Department expressly reserves the right to require Buyer to remediate, to the extent required by law.
- 9. <u>Non-Interference</u>. Neither Seller nor Buyer shall interfere with the performance of the remedial obligations under this Agreement.
- 10. <u>Non-Exacerbation</u>. Neither Seller nor Buyer shall, by act or omission, exacerbate any contamination of the Property.
- 11. Access. Buyer shall allow Seller, the Department and their representatives reasonable access to the Property during and after implementation of the Cleanup Plan for purposes of remediation and of monitoring the progress and results thereof, including any institutional and engineering controls. The Seller and the Department will use their best efforts to minimize interference with Buyer's use of the Property. However, nothing in this Agreement shall limit the Department's statutory rights regarding access to the Property for any purpose, including but not limited to remediation of any remaining contamination.

12. Transferability.

- a. Before this Agreement terminates pursuant to Paragraph 26 below, this Agreement shall be transferable by Buyer to any subsequent owner of the Property ("Transferee") who did not cause or contribute to and is not otherwise liable for contamination of the Property, provided that the Transferee before or at the closing for the Property agrees in writing with the Department that the Transferee will be subject to the Buyer's duties and obligations in this Agreement. Buyer, or anyone who intends to transfer title to the Property, shall provide a copy of this Agreement to the Transferee at least sixty (60) days before the contemplated transfer and shall simultaneously inform the Department of such intent pursuant to Paragraph 18 below.
- b. In the event of such transfer in accordance with the terms of this Agreement, the Transferee shall be entitled to the benefits of the covenant not to sue provided in Paragraph 6.
- c. The Seller's duties and obligations under the Agreement shall not be modified, diminished, terminated or otherwise altered by the Buyer's transfer of any legal or equitable interest in the Property, or any part thereof.

- d. The Buyer's duties and obligations under the Agreement shall not be modified, diminished, terminated or otherwise altered by the Buyer's transfer of any legal or equitable interest in the Property, or any part thereof.
- 13. <u>Deed Acknowledgment</u>. Seller or Buyer, as appropriate, shall include in any deed for the property an acknowledgment of hazardous substances and/or hazardous wastes on the property in accordance with Section 405 of the Solid Waste Management Act, 35 P.S. § 6018.405, and Section 512 of HSCA, 35 P.S. § 6020.512.
- 14. Effect of Agreement on Other Parties. Except as expressly set forth herein, nothing in this Agreement is intended, nor shall be construed, to diminish or modify in any way the obligations with respect to the Property of any person or entity, other than the Parties to this Agreement, to the extent set forth in this Agreement.

15. Remedies.

- a. In the event Seller or Buyer fails to comply with any provision of this Agreement, the Department may, in addition to the remedies prescribed herein, pursue any remedy available for a violation of an order of the Department, including an action to enforce this Agreement.
- b. The remedies provided by this paragraph are cumulative and the exercise of one does not preclude the exercise of any other. The failure of the Department to pursue any remedy shall not be deemed to be a waiver of that remedy.
- 16. <u>Hazardous Sites Cleanup Act</u>. Seller and Buyer agree that failure to comply with the provisions of Paragraphs 3 and 4 of this Agreement constitutes a failure to comply with an "enforcement action" as provided in Section 1301 of HSCA, 35 P.S. § 6020.1301.
- 17. <u>Liability of Parties</u>. The Seller and Buyer shall inform all persons necessary for the implementation of this Agreement of the terms and conditions of this Agreement. The Seller shall be liable for violations of Paragraphs 3, 9, 10, and 13 above, including those violations caused by, contributed to, or allowed by its directors, officers, agents, managers, servants and privies and any persons, contractors and consultants acting under or for the Seller. The Buyer shall be liable for violations of Paragraphs 4, 5, 9, 10, 9, 11, and 13 above, including those violations caused by, contributed to, or allowed by its directors, officers, agents, managers, servants and privies and any persons, contractors and consultants acting under or for the Buyer.
- 18. <u>Correspondence With Department</u>. All correspondence with the Department concerning this Agreement shall be addressed to:

Environmental Cleanup Program Manager Department of Environmental Protection Southwest Regional Office 400 Waterfront Drive Pittsburgh, PA 15222

19. <u>Correspondence With Seller and Buyer</u>. All correspondence with Seller concerning this Agreement shall be addressed to:

William E, Burroughs Vice President Regional Industrial Development Corporation of Southwestern Pennsylvania 425 Sixth Avenue Pittsburgh, Pennsylvania 15219.

All correspondence with Buyer concerning this Agreement shall be addressed to:

A. Richard Kacin
President, Kacin Companies, Inc., General Partner
Edgewater Properties, L.P.
3875 Old William Penn Highway
Murrysville, PA 15668.

Seller and Buyer shall notify the Department whenever there is a change in the contact person's name, title or address. Service of any notice or any legal process for any purpose under this Agreement, including its enforcement, may be made by mailing a copy by first class mail to the above addresses.

- 20. <u>Provisions Not Severable</u>. The provisions of this Agreement are not severable. If any provision or part hereof is declared invalid or unenforceable, or is set aside for any other reason, then the entire Agreement shall be void and of no force and effect between the Parties.
- 21. <u>Entire Agreement</u>. This Agreement shall constitute the entire integrated agreement of the parties. No prior or contemporaneous communications or prior drafts shall be relevant or admissible for purposes of determining the meaning or extent of any provisions herein in any litigation or any other proceeding.
- 22. <u>Modifications</u>. No changes, additions, modifications or amendments of this Agreement shall be effective unless they are set out in writing and signed by the Parties.

- 23. Attorney Fees. The Parties agree to bear their respective attorney fees, expenses and other costs in the prosecution or defense of this matter or any related matters, arising prior to execution of this Agreement.
 - 24. Execution of Agreement. This Agreement may be executed in counterparts.
- 25. <u>Titles</u>. A title used at the beginning of any paragraph of this Agreement may be used to aid in the construction of that paragraph, but shall not be treated as controlling.
- 26. <u>Termination</u>. This Agreement shall terminate forty (40) days from approval of the Final Report submitted pursuant to Paragraph 3.a.(4) above.
- 27. <u>Effective Date</u>. This Agreement shall be effective upon execution, except, however, this Agreement shall be null and void if the Buyer does not buy the Property.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Parties have caused this Consent Order and Agreement to be executed by their duly authorized representatives. The undersigned representatives of the Seller and the Buyer certify under penalty of law, as provided by 18 Pa. C.S. Section 4904, that they are authorized to execute this Consent Order and Agreement on behalf of the Seller and the Buyer, respectively; that the Seller and the Buyer consent to the entry of this Consent Order and Agreement as a final Order of the Department; and that the Seller and the Buyer hereby knowingly waive any rights to appeal this Consent Order and Agreement and to challenge its content or validity, which rights may be available under Section 4 of the Environmental Hearing Board Act, the Act of July 13, 1988, P.L. 530, , 35 P.S. §7514; the Administrative Agency Law, 2 Pa. C.S. §103(a) and Chapters 5A and 7A thereof; or any other provision of law. Signature by attorneys certifies only that the agreement has been signed after consulting with counsel.

FOR THE SELLER:

FOR THE COMMONWEALTH OF PENNSYLVANIA, DEPARTMENT OF ENVIRONMENTAL PROTECTION:

William E, Burroughs

Vice President, Regional Industrial

Development Corporation of

Southwestern Pennsylvania

David Eberle

Environmental Program Manager Environmental Cleanup Program

--- *,*

Donald C. Bluedorn II

Counsel for Regional Industrial

Development Corporation of

Southwestern Pennsylvania

Assistant Counsel

FOR THE BUYER;

Richard Kacin
President, Kacin Companies, Inc., General Partner

Counsel for Kacin Companies, Inc.

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF ALLEGHENY

On this 8th day of October, 2009, before me, a Notary Public, the undersigned officer personally appeared, David Eberle, who acknowledged himself to be the Southwest Regional Program Manager, Environmental Cleanup Program, of the Pennsylvania Department of Environmental Protection, and that he as such Program Manager, being authorized to do so, executed the Consent Order and Agreement for the purpose therein contained by signing the name of the Department of Environmental Protection by himself as Program Manager.

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

Alan E. Welson Notary Public Commonwealth of Pennsylvania

County of Allegheny

)SS:

On this 8th day of October, 2009, before me, a Notary Public the undersigned officer, personally appeared A. Richard Kacin, who acknowledged himself to be the President of Kacin Companies, Inc., General Partner of Edgewater Properties, L.P., a limited partnership, and that he as such, being authorized to do so, executed the Consent Order and Agreement for the purpose therein contained by signing the name of the limited partnership by himself as President of the General Partner.

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

My Commission Expires:

1 - 17

Notary Public

COMMONWEALTH OF PENNSYLVANIA

Notarial Seal Rosanna G. Miller, Notary Public City Of Pittsburgh, Allegheny County My Commission Expires Dec. 16, 2010

Member, Pennsylvania Association of Notaries

Commonwealth of Pennsylvania)
)
County of Allegheny)SS:

On this 8th day of October, 2009, before me, a Notary Public the undersigned officer, personally appeared William E. Burroughs, who acknowledged himself to be the Vice President of Regional Industrial Development Corporation of Southwestern Pennsylvania, a non-profit corporation, and that he as such, Vice President, being authorized to do so, executed the Consent Order and Agreement for the purpose therein contained by signing the name of the corporation by himself as Vice President.

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

My Commission Expires:

Notary Public

COMMONWEALTH OF PENNSYLVANIA

Notarial Seal Heather H. Tillman, Notary Public City Of Pittsburgh, Allegheny County My Commission Expires May 19, 2010

Member, Pennsylvania Association of Notaries

CONSENT ORDER AND AGREEMENT

REGIONAL INDUSTRIAL DEVELOPMENT CORPORATION OF SOUTHWESTERN PENNSYLVANIA

EDGEWATER PROPERTIES, L.P.

WILL CALL:

ROTHMAN GORDON, PC.
310 GRANT STREET
THIRD FLOOR – GRANT BUILDING
PITTSBURGH, PENNSYLVANIA 15219