

DEED dated October 10, 2001, from
BETHLEHEM STEEL CORPORATION, a Delaware
corporation, and BETHLEHEM DEVELOPMENT
CORPORATION, a Delaware corporation (hereinafter
sometimes collectively called the "Grantors") and
TECH III PARTNERS, LLC, a Pennsylvania limited
liability company (hereinafter called the "Grantee").

For and in consideration of the payment to it of Four Hundred Fourteen
Thousand Dollars (\$414,000), the receipt of which is hereby acknowledged, the Grantors
hereby grant and convey to the Grantee the tract of land, together with the improvements
thereon (hereinafter sometimes called the "Premises"), situate in the City of Bethlehem,
Northampton County, and Commonwealth of Pennsylvania, which is designated as LOT
3A on the subdivision plan entitled "SUBDIVISION PLAN LOT 3 - BETHLEHEM
WORKS - PHASE ONE", and dated July 25, 2000, last revised September 13, 2000, and
which is recorded in the Office for Recording of Deeds in and for said Northampton
County in Plan Book Vol. 2001-5, at page 21, said tract of land being more particularly
bounded and described as follows:

BEGINNING at the northwesterly corner of the tract of land that was
conveyed by Bethlehem Steel Corporation to Mark A. Zelezen and Deborah J.
Zelezen, husband and wife, by Deed dated December 27, 1985, and recorded in
the Office for Recording of Deeds in and for said Northampton County in Deed
Book Vol. 693, at page 1041, being on the easterly line of the right of way of
Webster Street, a street sixty (60) feet in width; thence, along said easterly line of
Webster Street North zero degrees two minutes forty-nine seconds East
(N. 00° 02' 49" E.) three hundred ninety three and four one-hundredths (393.04)

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feet to a point at the intersection of said easterly line of Webster Street and the southerly line of the right of way of East First Street; thence, northeasterly by a curve to the right the radius of which is fifty and no one-hundredths (50.00) feet and the chord of which bears North forty-five degrees one minute twenty-six seconds East (N 45° 01' 26" E.) seventy and sixty-eight one-hundredths (70.68) feet, an arc distance of seventy-eight and fifty one-hundredths (78.50) feet to a point in the southerly line of the right of way of said East First Street; thence, continuing along said southerly line of East First Street, the following two (2) courses and distances: (1) South eighty-nine degrees fifty-nine minutes fifty-six seconds East (S. 89° 59' 56" E.) two hundred forty and eighty-three one-hundredths (240.83) feet, and (2) northeastwardly by a curve to the left the radius of which is two thousand seven hundred forty-five and three one-hundredths (2,745.03) feet and the chord of which bears North eighty-nine degrees seven minutes sixteen seconds East (N. 89° 07' 16" E.) eighty-four and thirty one-hundredths (84.30) feet, an arc distance of eighty-four and thirty-one one-hundredths (84.31) feet to a point; thence, along other lands of said Bethlehem Steel Corporation, being also along the westerly line of the tract of land designated as LOT 3B on the above-mentioned subdivision plan, South zero degrees four minutes twenty-one seconds East (S. 00° 04' 21" E.) four hundred thirty-three and ninety-five one-hundredths (433.95) feet to the northerly line of a tract of land now or formerly of Northampton County New Jobs Corp.; thence, along said last-mentioned tract of land, the following two (2) courses and distances: (1) South eighty-nine degrees fifty-five minutes thirty-nine seconds West (S. 89° 55' 39" W.) one hundred ninety-five and ninety-nine one-hundredths (195.99) feet, and (2) South zero degrees two minutes forty-nine seconds West (S. 00° 02' 49" W.) ten and twenty-four one-hundredths (10.24) feet to the northeasterly corner of said tract of land now or formerly of Mark A. Zelezen and Debbie Zelezen; thence, along said last-mentioned tract of land, North eighty-nine degrees fifty-seven minutes eleven seconds West (N. 89° 57' 11" W.) one hundred eighty and no one-hundredths (180.00) feet to the place of beginning; CONTAINING three and seven thousand six hundred twenty-one ten-thousandths (3.7621) acres, more or less.

BEING (i) a part of the tract of land that was conveyed by New Jersey Zinc Company to Bethlehem Steel Company by Indenture dated January 30, 1913, and recorded in said Office in Deed Book Vol. F40, at page 224, (ii) a part of the tract of land that was conveyed by the City of Bethlehem to Bethlehem Steel Company by City Ordinance No. 858 dated January 28, 1941, and recorded in Misc. Book Vol. 101, at page

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318, and (iii) the tract of land that was conveyed by PDI-II Associates, Inc. to Bethlehem Development Corporation by Deed dated July 3, 1991, and recorded in said Office in Deed Book Vol. 834, at page 592.

Said Bethlehem Steel Company merged with and into Bethlehem Steel Corporation pursuant to Articles of Merger, effective midnight December 31, 1964, and recorded in said Office in Misc. Book Vol. 152, at page 241.

TOGETHER WITH the appurtenances and all interests, rights, and obligations related to said tract of land hereby conveyed.

SUBJECT, HOWEVER, to the effect of the following:

- (1) unrecorded Articles of Agreement between Bethlehem Steel Company and the Borough of South Bethlehem dated May 5, 1913 relating to the construction of a storm sewer and other improvements;
- (2) unrecorded Agreement between Bethlehem Steel Company and the City of Bethlehem dated December 8, 1941, relating to the maintenance and repair of storm water sewers and sanitary sewers, as amended by the unrecorded Agreement between the same parties dated July 11, 1945;
- (3) Indenture between Bethlehem Steel Company and Philadelphia and New England Railroad Company and Bethlehem Authority dated August 30, 1950, and recorded in said Office in Miscellaneous Book Vol. 110 page 366, as amended by Partial Release between Bethlehem Steel Corporation and Bethlehem Authority dated February 3 1987, and recorded in said Office in Miscellaneous Book Vol. 321, at page 1089, relating to an easement for a sanitary sewer pipeline;

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(4) rights-of-way for existing storm sewer facilities contained in the Deed between Bethlehem Steel Corporation and Ralph A. Puerta and Robert J. Peartree dated July 24, 1986, and recorded in said Office in Deed Book Vol. 705, page 727;

(5) conditions, easements and restrictions that appear on the drawing entitled "Columbia Street Subdivision" dated November 6, 1986, last revised November 19, 1986, and recorded in said Office in said Office in Map Book 87, at page 33;

(6) rights to discharge water as contained in the Deed between Bethlehem Steel Corporation and Ralph A. Puerta and Robert J. Peartree dated February 24, 1987, and recorded in said Office in Deed Book Vol. 722, at page 280;

(7) unrecorded Infrastructure Improvements Agreement made February 24, 2000 among Bethlehem Steel Corporation, Bethlehem Development Corporation and the City of Bethlehem;

(8) unrecorded Development Agreement made February 24, 2000 among Bethlehem Steel Corporation, Bethlehem Development Corporation and the City of Bethlehem;

(9) unrecorded Programmatic Agreement having an effective date of August 25, 2000 among the City of Bethlehem, the Federal Highway Administration and the Advisory Council on Historic Preservation and having as concurring parties the Pennsylvania Department of Transportation, Bethlehem Steel Corporation, Bethlehem Development Corporation, the United States Department of Housing and Urban Development and the United States Economic Development Commission;

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(10) Right of Entry between Bethlehem Steel Corporation and the Commonwealth of Pennsylvania, Department of Environmental Protection dated October 19, 2000, and recorded in said Office in Vol. 2000-1, page 139856;

(11) unrecorded Tax Incremental Financing Cooperation Agreement Regarding Bethlehem Works District and Bethlehem Works Tax Increment Financing Plan made and entered into as of November 16, 2000 among the City of Bethlehem, the County of Northampton, the Bethlehem Area School District, the Redevelopment Authority of the City of Bethlehem and Bethlehem Steel Corporation;

(12) Right-of-Way Agreement between Bethlehem Steel Corporation and PPL Electric Utilities Corporation dated April 12, 2001, and recorded in said Office in Misc. Book Vol. 2001-1, at page 078339, relating to an easement for electric transmission lines;

(13) Right-of-Way Agreement between Bethlehem Development Corporation and PPL Electric Utilities Corporation dated April 12, 2001, and recorded in said Office in Misc. Book Vol. 2001-1, at page 078321, relating to an easement for electric transmission lines;

(14) Agreement between Bethlehem Steel Corporation and Verizon Pennsylvania, Inc. dated April 25, 2001, and recorded in said Office in Misc. Vol. 2001-1, at page 094003, relating to underground conduits and telephone lines;

(15) Right-of-Way Agreement between Bethlehem Steel Corporation and Service Electric Cable TV, Inc., dated May 2, 2001, and intended to be recorded, relating to an easement for conduits and communication lines;

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(16) Right-of-Way Agreement between Bethlehem Steel Corporation and RCN, Telecon Services, Inc., dated August 24, 2001, and intended to be recorded, relating to an easement for conduits and communication lines;

(17) the rights of the public in and to those portions of the Premises, if any, that lie within the right of way of East First Street and Webster Street; and

(18) all other matters of record or shown on the above-mentioned subdivision plan.

Each of the Grantors hereby covenants and agrees with the Grantee that it will warrant specially the Premises, subject as aforesaid.

SUBJECT, MOREOVER, to the restrictions and covenants set forth in the following paragraphs numbered 1 through 9, which are intended to be and shall be construed as covenants running with and binding upon the Premises and shall be binding upon the Grantee, its successors and assigns, all for the benefit of the Grantors, and their successors and assigns, in the ownership of all or any parts of the land, other than the Premises, now or formerly owned by the Grantors located in the Third Ward (3rd) Ward of the City of Bethlehem, Northampton County, Commonwealth of Pennsylvania:

1. Subject to the provisions of Paragraph 5 below, the Premises shall be used for a facility for technology-related purposes; except, that in the event such facility cannot be used for technology-related purposes, such facility may also be used for commercial office purposes. Such facility, as to be used for the foregoing purposes, is hereby defined as the "Project".

2. Prior to the commencement of any construction on the

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Premises, the final architectural plans and specifications for the Project shall be submitted, in duplicate, to the Grantors for approval. Said architectural plans and specifications shall be consistent with the Architectural Design Guidelines and Criteria of the unrecorded document entitled "Bethlehem Works Declaration of Covenants, Conditions, Easements and Restrictions". The Grantors shall, within fifteen (15) days from the date said plans and specifications are received, either approve them, which approval shall not be unreasonably withheld, conditioned or delayed, or specify in writing its objections to them, failing which the Grantors shall be deemed to have approved them. If the Grantors shall raise objections to such plans or such specifications, the Grantee shall revise them accordingly and resubmit them, in duplicate, to the Grantors, in which event the Grantors shall have the same right to approve or to specify objections as on first submission.

The Project shall be constructed in accordance with the approved plans and specifications. After the Grantors shall have given the above-mentioned approval, the plans and specifications shall not be substantially amended.

3. If the Premises are sold prior to the commencement of construction of the Project, other than a sale in the context of a financing, all proceeds from such sale in excess of the purchase price stated herein shall be paid to the Grantors.

4. For a period of seven (7) years after commencement of normal business operations, the Premises may be used only for the above-

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mentioned purposes to the extent such uses are allowed by the provisions of applicable federal, state, and local laws, ordinances, rules and regulations. For purposes of this Paragraph 4, the term "normal business operations" shall mean the opening of the Project. After such seven- (7-) year period, the Premises may be used for any other purpose as may then be permitted under the above-mentioned unrecorded Declaration.

5. In no event shall the Premises or any part thereof be used for the following purposes:

- (i) single family or multi-family dwellings or otherwise as a residence or dwelling quarters for any person or persons;
- (ii) unpaved parks or unpaved playgrounds having playground equipment, including without limitation, swing sets and sandboxes, erected or installed on such parks or playgrounds;
- (iii) campgrounds;
- (iv) day care centers, nurseries, kindergartens, elementary and secondary schools or similar facilities;
- (v) hospitals, nursing homes, shelters or similar facilities;
- (vi) cemeteries; and
- (vii) the planting and raising of plants and crops for human consumption.

6. Groundwater from beneath the surface of the Premises or any part thereof shall not be used for any purpose and no wells for the extraction

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thereof shall be installed, permitted or utilized on the Premises or any part thereof.

7. Any digging, excavating, grading, piledriving or other earthmoving activities on the Premises or any part thereof including, without limitation, the excavation or removal of asphalt, concrete, soil, or other ground cover and foundations and the digging of foundations for buildings and trenches for utility facilities, shall be conducted in compliance with all applicable federal, state and local laws, regulations and ordinances including, without limitation, those pertaining to the environment and those pertaining to human health and occupational safety. For purposes of the restrictions contained herein, laws, regulations and ordinances pertaining to the environment, human health and occupational safety shall be deemed to include, without limitation, all applicable laws, regulations and ordinances relating to worker health and occupational safety plans.

8. Without limiting the generality of Paragraph 7 above, if any asphalt, concrete, soil or other ground cover is excavated or removed from any part of the Premises, such asphalt, concrete, soil and other ground cover shall be stored, managed, transported and disposed of in compliance with all applicable federal, state and local laws, regulations and ordinances including, without limitation, those pertaining to the environment and those pertaining to human health and occupational safety.

9. If any asphalt, concrete, soil or other ground cover is excavated or removed from any part of the Premises, remaining soils or other

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materials in the area where such excavation or removal occurred shall either (a) be demonstrated to meet, by the sampling and analysis thereof or such other means as may then be generally accepted, all applicable federal, state and local laws, regulations and ordinances pertaining to the environment, human health and occupational safety, or (b) be covered with material that provides protection to the extent necessary to eliminate pathways of exposure to the underlying soil, which cover material shall consist of (1) new asphalt, (2) new concrete, (3) not less than twelve (12) inches of (A) clean soil, (B) clean fill (as defined by applicable laws and regulations) or (C) materials approved by the Commonwealth of Pennsylvania, Department of Environmental Protection or any successor agency thereto or (4) such other material that provides such protection to the extent necessary to eliminate pathways of exposure to and from the underlying soil (the materials referred to in subparagraphs (3) and (4) being herein defined as "Alternate Cover"). Such new asphalt, new concrete or Alternate Cover shall be placed on the Premises in the area where the excavation or removal occurred within such period of time as shall be prescribed by the worker health and occupational safety plan developed with respect to such excavation or removal, if such plan was required by applicable laws, regulations and ordinances, or as shall otherwise be protective of workers' health. All asphalt, concrete, soil or other ground cover, including Alternate Covers, located on the Premises on or after the date hereof shall be maintained by Grantee, its successors and assigns, in good and proper repair.

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The above-mentioned covenants and restrictions shall be enforceable at law or in equity only by the Grantors and by such successor or assign or such successors or assigns as the Grantors shall expressly designate.

Said restrictions and covenants contained in this Deed shall not give rise, by implication or otherwise, to a reciprocal covenant burdening the Grantors or any lands now or previously owned by the Grantors.

Anything hereinbefore contained to the contrary notwithstanding, the Grantors may at any time and from time to time in their sole discretion, waive, relinquish, or release any or all of said covenants, restrictions and conditions.

The Grantee, for itself, its successors and assigns, agrees with the Grantors, for themselves, their successors and assigns, as follows:

1. The Grantors shall have the power to dedicate to the public (for public utilities) or to the City of Bethlehem that portion of the Premises shown as a sixty- (60-) foot wide public utility easement on said subdivision plan.

In making such dedication, the Grantors may act in their own names or, at their option, may secure the joinder of the Grantee or the joinder of the successors in interest to the Grantee.

2. Upon such dedication, any private rights to use the property so dedicated in a manner inconsistent with the use of said property for public utilities or with the use of said property by the City of Bethlehem will terminate pro tanto, whether such rights arise from the existence or filing of a subdivision plan or by the grant contained in this Deed or otherwise, and the Grantee and its successors in

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interest shall thereafter use the property so dedicated only in a manner that is not inconsistent with the use of such property for public utilities or with the use of said property by the City of Bethlehem.

3. Any powers conferred upon the Grantors are intended to vest in the Grantors as the owners of adjacent and nearby lands, and they shall not pass by implication to the purchasers of the property from the Grantors. Nevertheless, the Grantors may by express assignment assign such powers.

4. The provisions of 1 through 3 above are intended as covenants running with and binding on the Premises.

Pursuant to the provisions of Section 405 of the Solid Waste Management Act of the Commonwealth of Pennsylvania, 35 Pa. Stat. Ann. §6018.405, and Section 512(b) of the Hazardous Sites Cleanup Act of the Commonwealth of Pennsylvania, 35 Pa. Stat. Ann. §6020.512(b), the Grantors hereby acknowledge that because the Premises have long been used as an industrial property, parts thereof may contain "hazardous waste", "residual waste" and "hazardous substances", as such terms are defined in said Acts.

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IN WITNESS WHEREOF, the Grantors have executed this Deed as of the
day and year first above written.

ATTEST:

CW Cypri
Assistant Secretary

BETHLEHEM STEEL CORPORATION,
by

SG Ponches
Vice President

ATTEST:

CW Cypri
Assistant Secretary

BETHLEHEM DEVELOPMENT CORPORATION,
by

SG Ponches
President

NCRB623

RECORDER OF DEEDS
NORTHAMPTON COUNTY
PENNSYLVANIA

INSTRUMENT NUMBER
2001043175

RECORDED ON
Oct 12, 2001
9:18:58 AM



I hereby CERTIFY that this
document is recorded in
the Recorder's Office of
Northampton County,
Pennsylvania.

Ann L. Achatz

AFFORDABLE HOUSING	\$11.05
AFFORDABLE HOUSING	\$1.95
- ADMIN FEE	
RECORDING FEES	\$35.00
STATE TRANSFER TAX	\$4,140.00
STATE WRIT TAX	\$0.50
BETHLEHEM CITY	\$4,140.00
COUNTY RECORDS IMPROVEMENT FEE	\$1.00
DEEDS RECORDS IMPROVEMENT FEE	\$1.00
TOTAL	\$8,330.50

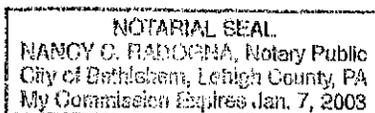
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COMMONWEALTH OF PENNSYLVANIA)
) SS.:
COUNTY OF LEHIGH)

On this, the ^{16th} day of October, 2001, before me, a Notary Public in and for the Commonwealth of Pennsylvania, personally appeared S. G. Donches, who acknowledged himself to be the President of Bethlehem Development Corporation, a corporation, and that he as such Vice President, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as the President.

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



Nancy C. Radogna
Notary Public

I hereby certify that the precise address of the within name Grantee is 150 Webster Street, Bethlehem, Pennsylvania 18105-1389.

Paula A. Cieszka
On behalf of the Grantee

ALSO KNOWN AS NORTHAMPTON COUNTY UNIFORM PARCEL IDENTIFIER:

MAP: P6 BLOCK: 2 LOT: 2D

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