

AGREEMENT OF SALE

By and Between

**COMMONWEALTH OF PENNSYLVANIA,
DEPARTMENT OF GENERAL SERVICES**

AND

ALOE BROTHERS L.L.C.

THIS AGREEMENT (this "Agreement"), dated May 24, 2010, is entered into by and between the **COMMONWEALTH OF PENNSYLVANIA, DEPARTMENT OF GENERAL SERVICES**, 515 North Office Building, Harrisburg, Pennsylvania 17125, hereinafter referred to as "**Seller**",

AND

ALOE BROTHERS L.L.C., 5540 Dunmoyle Avenue, Pittsburgh, Pennsylvania 15217, hereinafter referred to as "**Buyer**".

WITNESSETH THAT:

WHEREAS, Seller desires to sell to Buyer all of Seller's right, title and interest in the property containing three (3) lots consisting of approximately 152.00 acres more or less, and buildings containing approximately 1,364,194 SF, known as the former "Mayview State Hospital", located in the Township of South Fayette, County of Allegheny, Commonwealth of Pennsylvania, shown as Lot 1, Lot 2 and Lot 3 Residual Tract on the attached plan *Exhibit "1-a"* and as described by metes and bounds in the attached legal description made a part hereof, and marked as *Exhibit "1-b"*, (the "**Property**"), and all of its rights appurtenant to the Property, together with all fixtures and building equipment affixed to the Property, including easements (the Property and such appurtenant rights being hereinafter referred to as "the **Premises**"); and

WHEREAS, Buyer desires to purchase the Premises from Seller;

NOW, THEREFORE, in consideration of the Premises and the mutual covenants and promises herein contained and intending to be legally bound hereby, the parties hereto promise, covenant and agree as follows:

(1) **Consideration.** The purchase price (the "**Purchase Price**") for the Premises is **\$505,505.00**, which shall be paid to Seller by Buyer as follows:

- a. A two percent (2%) bid guarantee which has already been paid (the "Initial Deposit"). \$ 10,110.10

- b. Cash or certified check within five (5) business days after Buyer receives this fully executed Agreement (8% of Purchase Price) (the "Second Deposit") \$ 40,440.40
Collectively, the funds provided under this paragraph and the bid guarantee shall constitute 10% of the Purchase Price.
- c. The balance of the Purchase Price, subject to adjustments as set forth in this Agreement, by cash, certified check or cashier's check at time of Final Settlement and Delivery of the Deed \$ 454,954.50
- Total** \$ 505,505.00

The ten percent (10%) deposit described above (hereinafter collectively called the "**Deposit**"), shall be held by the State Treasurer pending Settlement. If Settlement occurs, the Deposit, without interest, shall be credited against the Purchase Price. If Settlement does not occur, the Deposit shall be paid to Seller, except as otherwise provided in this Agreement.

- (2) **Legislative Contingency.** Buyer hereby acknowledges and understands that the authorization of the General Assembly is legally required for Seller to convey the Premises to Buyer; that Seller's agreement to this provision shall in no way bind the General Assembly to authorize Seller to convey the Premises to Buyer and that the General Assembly may impose conditions in addition to or at variance with the terms of this Agreement; that Seller shall not incur any liabilities if the General Assembly does not authorize Seller to convey the Premises to Buyer. If the necessary authorization from the General Assembly is not received within twelve (12) months of the Execution Date of this Agreement, there shall be absolutely no further liability or obligation by either party hereunder and this Agreement shall become null and void. The date the Secretary of General Services executes this Agreement shall establish the "**Execution Date**".

(3) **Settlement.**

(a) Time is hereby agreed to be of the essence of this Agreement. Unless otherwise agreed upon in writing by the parties, settlement under this Agreement (the "**Settlement**") shall occur within ninety (90) days from the later of; (i) the execution of this Agreement by the Secretary of General Services (**Execution Date**), or (ii) the passage of enabling legislation as defined in Section 2 above.

(b) At Settlement, Seller shall execute and deliver to Buyer the following:

- (i) The Deed;

- (ii) Such customary affidavit of title as is reasonably requested by Buyer's title insurance company; and
- (iii) A closing statement setting forth all credits, adjustments and prorations made at Settlement executed by Seller.

(c) At Settlement, Buyer shall deliver to Seller the following:

- (i) The amounts to be paid by Buyer as provided in Section 1 and elsewhere in this Agreement; and
- (ii) The closing statement referred to in Section 3(b)(iii), executed by Buyer.

- (4) **Default of Buyer.** Should Buyer violate or fail to fulfill and perform any of the terms or conditions of this Agreement in any material respect, then the Deposit shall be retained in full by Seller as liquidated damages and not as a penalty for such a breach. Seller and Buyer agree that the actual damages to Seller in the event of such breach are difficult to ascertain and that the amount of the Deposit is a reasonable estimate thereof. Upon payment to Seller of the Deposit as liquidated damages, this Agreement shall be null and void and neither party shall have any further rights, claims or obligations against or to one another under this Agreement, except those that expressly survive termination of this Agreement (the "**Continuing Obligations**"). Nothing in this Agreement shall limit Seller's rights against Buyer with respect to the Continuing Obligations, and if Seller has a claim against Buyer based on one or more of the Continuing Obligations, Seller shall be entitled to recover damages for such claim in addition to its retention of the Deposit. For example, if under Section 17(b), Buyer is obligated to indemnify Seller for damages of \$50,000 and Buyer defaults under this Agreement, then Seller shall be entitled to receive \$50,000 plus the entire Deposit. Nothing herein shall be deemed to limit any obligation that expressly survives Settlement.
- (5) **Default of Seller.** If title to the Premises cannot be conveyed by Seller to Buyer at Settlement in accordance with the requirements of this Agreement or Settlement does not occur as provided in this Agreement because of a material default of Seller in the performance of its obligations under this Agreement, or if any representation or warranty of Seller is false in any material respect when made, or when required by this Agreement to be restated, Buyer may either, as its sole legal and equitable remedy; (a) disregard such default and perform this Agreement and, in the case of a default affecting title, accept title to the Premises in such condition as Seller can convey, without abatement of the Purchase Price, or (b) rescind this Agreement and recover the Deposit, without interest, together with the reasonable and documented out-of-pocket costs actually expended by Buyer to third parties in connection with this Agreement for ordering title insurance, obtaining environmental and engineering reports and legal fees, not to exceed \$100,000.00. In the latter event, upon payment of said out-of-pocket expenses, there shall be absolutely no further rights, claims or obligations by either party hereunder, and this Agreement shall become null and void, except for the Continuing Obligations. Buyer agrees that Buyer shall not (and hereby waives any right to) ever file or

assert a *lis pendens* against the Premises or to file any action seeking specific performance.

- (6) **Transfer Taxes.** Seller is exempt by law from paying realty transfer taxes. Such exemption shall not relieve Buyer from liability for realty transfer tax for the entire transaction. The realty transfer tax due in connection with the entire transaction contemplated by this Agreement shall be paid by Buyer at Settlement. This obligation shall survive Settlement.
- (7) **Real Estate Taxes.** Seller is exempt from the payment of real estate taxes. Such exemption shall not relieve Buyer from liability for the entire tax upon transfer of title to the Premises.
- (8) **Apportionments.**
- (a.) Assessments then due for improvements, if any, shall be paid by Seller at Settlement if the improvement has been completed on or before the Execution Date. Buyer shall be responsible for all other assessments.
- (b) To the extent practicable, Seller shall have all meters for utilities read as of a date no sooner than one day before the Settlement, and bills therefore rendered to Seller.
- (c) If any of the items subject to proration hereunder cannot be prorated at Settlement because the information necessary to compute such proration is unavailable, or if any errors or omissions in computing prorations at Settlement are discovered subsequent to Settlement, then such items shall be reapportioned and such errors and omissions corrected as soon as practicable after Settlement and the proper party reimbursed.
- (d) All prorations and apportionments between Seller and Buyer pursuant to this Section 8 shall be effective as of 11:59 p.m. (Eastern Time) on the day before Settlement.
- (9) **Title.** Title to the Property shall be insurable as good and marketable by a reputable title insurance company, licensed to do business in Pennsylvania, at regular rates, and the Premises shall be conveyed to Buyer by special warranty deed (the "Deed") free of all monetary liens of an ascertainable amount (subject to the next sentence), but subject to all of existing restrictions, easements, recorded agreement and covenants, rights of public service companies, easements of roads, zoning regulations, ordinances, statutes and regulations of any constituted public authority, now in force or which may be passed prior to completion of Settlement, and subject to such other matters as would be revealed by an accurate survey (collectively, the "**Permitted Exceptions**"). Notwithstanding the foregoing, (i) Buyer acknowledges that judgment liens against Seller may affect the title commitment for the Property, and it shall be Buyer's responsibility to cause its title insurance company to remove or insure over the same, (ii) Buyer's obligations under this Agreement

shall not be affected by the existence of such liens or the refusal of its title insurance company to insure over the same.

(10) **Representations and Warranties.**

(a) Seller, to induce Buyer to enter into this Agreement and to complete Settlement, makes the following representations and warranties to Buyer, which representations and warranties are true and correct in all material respects as of the Execution Date, and shall be true and correct at and as of the date of Settlement in all material respects as though such representations and warranties were made both at and as of the Execution Date, and at and as of the date of Settlement, except as otherwise provided below.

(i) Seller has not received any written notice from any insurance company which has issued a policy with respect to the Premises or from any board of fire underwriters (or other body exercising similar functions) claiming any defects or deficiencies in the Premises or suggesting or requesting the performance of any repairs, alterations or other work to the Premises. This representation and warranty shall not be restated or remade at Settlement.

(ii) To Seller's knowledge, there are no leases, service, equipment, supply, security, maintenance, or other agreements with respect to or affecting the Premises which shall be binding upon Buyer or with respect to the Premises from and after the date of Settlement, except for certain of the Permitted Exceptions and the Premises shall be free and clear of all occupants and leases.

(iii) There is no action, suit or proceeding pending or, to the knowledge of Seller, threatened against or affecting Seller with respect to the Premises or any portion thereof or relating to or arising out of the ownership, management or operation of the Premises, in any court or before or by any federal, state, county or municipal department, commission, board, bureau or agency or other governmental instrumentality, that could materially adversely affect Buyer after Settlement, except for any eminent domain proceedings that may arise after the Execution Date.

(iv) Seller has not received any notice of any condemnation proceeding or other proceedings in the nature of eminent domain in connection with the Premises and, to Seller's knowledge, no such proceeding has been threatened. In the event Seller receives any such notice, it shall promptly provide Buyer with a copy, in which event Buyer shall have the right to terminate this Agreement and the Deposit shall be refunded.

(v) To Seller's knowledge, the zoning classification of the Premises is "B-1" Business District. Seller has received no written notice of any uncorrected violation of the building, safety or fire

ordinances from the PA Department of Labor and Industry. This representation and warranty shall not be restated or remade at Settlement.

(vi) The parties executing this Agreement on behalf of Seller have authority to execute and deliver this Agreement on behalf of Seller.

(b) All representations and warranties contained in this Agreement and in the documents delivered at Settlement pursuant to this Agreement shall not survive Settlement and shall merge into the Deed except those expressly set forth in this Agreement as surviving settlement.

(c) When used in this Agreement, the term "to Seller's knowledge" shall mean and be limited to the actual (and not imputed, implied or constructive) current knowledge of the Bureau of Real Estate of the Department of General Services. Notwithstanding anything to the contrary set forth in this Agreement and no employee of the Commonwealth of Pennsylvania shall have any personal liability or other liability whatsoever with respect to any matters set forth in this Agreement or any of Seller's representations and/or warranties.

(d) Buyer hereby represents and warrants to Seller as follows, which representations and warranties shall be true and correct in all material respects as of the Execution Date and as of the date of Settlement, as though such representations and warranties were made both as of the Execution Date and as of the date of Settlement: (i) Buyer has full power and right to enter into this Agreement and carry out the transactions contemplated hereby, (ii) this Agreement has been duly executed and delivered by Buyer, and duly authorized by all necessary actions and approvals with respect to Buyer, (iii) neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated hereby will constitute a violation or breach by Buyer of any agreement, instrument, judgment, order or injunction to which Buyer is a party or by which Buyer is bound, (iv) Buyer, and all beneficial owners of Buyer, are in compliance with, the requirements of Executive Order No. 13224, 66 Fed. Reg. 49079 (Sept. 25, 2001) (the "**Order**") and other similar requirements contained in the rules and regulations of the Office of Foreign Asset Control, Department of the Treasury ("**OFAC**") and in any enabling legislation or other Executive Orders in respect thereof (the Order and such other rules, regulations, legislation and orders are collectively called the "**Orders**"); and (v) neither Buyer, nor any beneficial owner of Buyer: (A) is listed on the Specially Designated Nationals and Blocked Persons List maintained by OFAC pursuant to the Order and/or on any other list of terrorists or terrorist organizations maintained pursuant to any of the rules and regulations of OFAC or pursuant to any other applicable Orders (such lists are collectively referred to as the "**Lists**"); (B) is a person or entity who has been determined by competent authority to be subject to the prohibitions contained in the Orders; or (C) is owned or controlled by, or acts for or on behalf of, any person or entity on the Lists or any other person or entity who has been

determined by competent authority to be subject to the prohibitions contained in the Orders.

(11) **Covenants, Conditions and Restrictions.**

(a) The deed of conveyance shall contain the following covenant:

“Under and Subject to the condition, that no portion of the property conveyed shall be used as a licensed facility, as defined in 4 Pa.C.S. § 1103 (relating to definitions), or any other similar type of facility authorized under state law. The condition shall be a covenant running with the land and shall be binding upon the Buyer (Grantee), its successors and assigns. Should the Buyer (Grantee), its successors or assigns, permit any portion of the property to be used in violation of this restriction, the title shall immediately revert to and revest in the Seller (Grantor).”

(b) Seller shall reserve a fifty foot (50') wide easement for the purpose of ingress and egress to the Commonwealth of Pennsylvania's Department of Transportation wetland mitigation Sites 1 and 2, as depicted on *Exhibit "2-a" and Exhibit "2-b"*.

(c) Buyer acknowledges that this Agreement is subject to final execution by the Office of General Counsel, Office of Attorney General and Secretary of General Services and that until properly signed, executed and approved by these officials or their authorized designees, the Purchase Agreement will not be valid.

(12) **Costs.** Seller shall prepare the Deed. Buyer shall pay the cost of recording the Deed. All costs and expenses relating to Buyer's title examination and the purchase of title insurance shall be the sole responsibility of the Buyer. Each party shall pay its own legal fees

(13) **Assignment.** Buyer may not assign its rights hereunder.

(14) **Condition of Premises.**

(a) The entire agreement between Seller and Buyer with respect to the Premises and the sale thereof is expressly set forth in this Agreement, the Deed and other instruments to be delivered by the parties at Settlement. The parties are not bound by any agreements, understandings, provisions, conditions, representations or warranties (whether written or oral and whether made by Seller or any agent, employee or principal of either party) other than as are expressly set forth in this Agreement, the Deed or other instruments to be delivered by the parties at Settlement. Without limiting the generality of the foregoing, Buyer acknowledges that it and its representatives have fully inspected the Premises, or will be provided with an adequate opportunity to do so, are or will be fully familiar with the physical and financial

condition thereof, and that the Premises has been purchased by Buyer in an "as is" and "where is" condition with all existing defects as a result of such inspections and investigations and not in reliance on any agreement, understanding, condition, warranty (including warranties of habitability, merchantability or fitness for a particular purpose) or representation made by Seller or any agent, employee or principal of Seller or any other party (except as expressly elsewhere provided in this Agreement, the Deed or other instruments to be delivered at Settlement) as to the physical or environmental condition of the Premises or the areas surrounding the Premises, any permitted use thereof, compliance with federal, state or local laws, income or expenses in connection therewith or as to any other matter. Buyer acknowledges that none of Seller, or any agent, employee or principal of Seller, or any other party acting on behalf of Seller, has made or shall be deemed to have made any representation or warranty, either expressed or implied, except as expressly provided in this Agreement, the Deed or other instruments to be delivered at Settlement. This Section 14(a) shall survive Settlement and shall be deemed incorporated by reference and made a part of all documents delivered by Seller to Buyer in connection with the sale of the premises.

- (b) Without limiting the provisions of Section 14(a) and notwithstanding anything to the contrary contained in this Agreement, Buyer hereby releases Seller and its employees and agents from any and all claims, demands, causes of action, losses, damages, liabilities, costs and expenses (including attorney's fees whether the suit is instituted or not), whether known or unknown, liquidated or contingent (hereinafter collectively called the "claims") arising from or relating to (i) any defects, errors or omissions in the design or construction of any improvements comprising part of the Premises, whether the same are the result of negligence and otherwise, and (ii) any other conditions, including environmental and other physical conditions, affecting the Premises whether the same are a result of negligence or otherwise; provided, however, that this release shall not affect claims arising from Seller's breach of any of its representations and warranties contained in this Agreement, the Deed or any other instruments to be delivered at Settlement or from claims of any unrelated third party that arose during the period of Seller's ownership. The release set forth in this Section 14(b) specifically includes any claims under any laws, regardless of whether they are in existence on the Execution Date. Buyer acknowledges that Buyer has been represented by independent legal counsel of Buyer's selection and Buyer is granting this release of its own volition and after consultation with Buyer's counsel. This Section 14(b) shall survive Settlement and shall be deemed incorporated by reference and made a part of all documents delivered by Seller to Buyer in connection with the sale of the Premises.

(15) **Operation of the Premises.**

- (a) Between the Execution Date and the date of Settlement, Seller shall perform all customary and ordinary repairs to the Property as Seller customarily previously performed, so as to maintain it in substantially the same condition as it is as of the Execution Date, as such condition shall be changed by wear and tear, damage by fire or other casualty or be eminent domain. Notwithstanding the foregoing, Seller shall have no obligation to make any structural or extraordinary repairs or capital improvements to the Property between the Execution Date and the date of Settlement.
- (b) Notwithstanding anything to the contrary contained in this Agreement, Buyer shall accept title to the Premises subject to all violations of law or municipal ordinances, orders or requirements with respect thereto notice of which is given after the Execution; provided, that this Section 15(b) shall not relieve Seller of its obligations under Section 15(a).

(16) **Risk of Loss.** Risk of loss shall remain with Seller until Settlement. In the event of material damage to the Premises that affects the value of the Premises by fire or other casualty, Buyer shall have the option of terminating this Agreement or accepting the Premises in its then condition by paying a reduced Purchase Price if the parties can mutually agree upon a reduced Purchase Price within 30 days of such casualty.

(17) **Miscellaneous.**

- (a) Seller provided to Buyer, all title reports, title policies and surveys of the Premises that Seller may have in its possession.
- (b) Buyer shall receive possession of the Premises at the time of Settlement by delivery of the Deed and such keys as Seller may possess at that time. Before Settlement, Buyer shall have the right at reasonable times to enter upon the Premises for purposes of inspecting the Premises, but this Agreement is not contingent upon the results of any such inspection. In exercising its rights to enter upon the Premises, Buyer shall (i) give Seller at least 36 hours prior telephonic notice (to Lisa Kettering at 717-787-1321) and email notice to Bradley Swartz at bswartz@state.pa.us of the time and place of any such entry permitted under this Section 17(b) and permit a representative of Seller to accompany the entrants; (ii) not perform any testing, including drilling or excavation; (iii) promptly restore any damage to the Premises or any other property arising from Buyer's exercise of its rights under this Section 17(b); (iv) not contact or provide any information to, and cause all of its agents, employees, representatives, and contractors not to contact or provide any information to, any tenants or any governmental body or authority regarding the Premises, unless required by law to do so; and (v) before any such entry furnish to Seller a certificate of insurance reasonably

satisfactory to Seller showing commercial general liability insurance from a company reasonably acceptable to Seller, for Buyer and such other entrants of not less than \$2,000,000 per incident and naming Seller as an additional insured, such insurance to be maintained throughout the term of this Agreement. In addition, such entry shall be conducted in a reasonable manner without unreasonable disturbance to those present at the Premises. Buyer shall indemnify, defend (with counsel reasonably acceptable to Seller) and hold harmless Seller, and its officers, employees and agents from any and all liabilities, losses, suits, damages, judgments and claims (and related costs, expenses and reasonable legal fees) arising out of the entry onto the Premises by Buyer or any of its agents, representatives, contractors or employees, including any claims relating to any injury to persons or property. The provisions of this Section 17(b) shall survive Settlement or earlier termination of this Agreement.

- (c) Notwithstanding anything to the contrary contained in this Agreement, if Settlement shall have occurred (and Buyer shall not have waived, relinquished or released any applicable rights) no claim by Buyer for breach of a representation and warranty may be made unless Buyer's damages for all such representations and warranties of Seller made in this Agreement that are untrue, inaccurate or incorrect exceed \$10,000 and the aggregate liability of Seller arising pursuant to and in connection with representations, warranties, indemnifications, covenants and other obligations (whether expressed or implied) of Seller under this Agreement (and any document executed and/or delivered in connection herewith, including those executed and/or delivered at Settlement) shall not exceed \$100,000.00. The provisions of this Section 17(c) shall survive Settlement.
- (d) Each party represents and warrants to the other that it has not engaged the services of any real estate broker with respect to the transactions contemplated by this Agreement, other than CB Richard Ellis, which was engaged by Seller. Buyer shall indemnify, defend with counsel reasonably acceptable to Seller, and hold Seller harmless from and against any loss, liability or expense (including, reasonable legal fees) by reason of any breach by Buyer of the representation and warranty made by Buyer in the preceding sentence. Seller shall be responsible, pursuant to a separate agreement, for any fees due CB Richard Ellis. A Real Estate Recovery Fund exists to reimburse any person who has obtained a final judgment against a Pennsylvania real estate licensee owing to fraud, misrepresentation, or deceit in a real estate transaction and who has been unable to collect the judgment after exhausting all legal and equitable remedies. For complete details about the Fund, call 717-783-3658 or 800-822-2133 (within Pennsylvania) and 717-783-4854 (outside Pennsylvania). This Section 17(d) shall survive Settlement or early termination of this Agreement.

- (e) This Agreement embodies the entire understanding and agreement of the parties hereto in relation to the subject matter hereof, and no promise, condition, representation or warranty, express or implied, not herein set forth shall bind any party hereto. None of the terms and conditions of this Agreement may be modified, waived or cancelled orally or otherwise except by a writing signed by the parties hereto, specifying such modification, waiver or cancellation. A waiver at any time of compliance with any of the terms and conditions of this Agreement shall not be considered a modification, cancellation or waiver (except in that instance) of such terms and conditions or of any preceding or succeeding breach thereof unless expressly so stated.
- (f) This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, heirs, successors and permitted assigns.
- (g) Any notice or other communication required or desired to be given shall be in writing and shall be duly given on the earlier of: (i) actual receipt; (ii) three (3) business days after mailed by certified or registered mail, return receipt requested; (iii) one (1) business day after being sent by Federal Express or other nationally recognized courier service providing delivery confirmation for next-day delivery, or (iv) on the business day that a facsimile is sent, with proof of delivery thereof if a notice by one of the other methods permitted under this Section 17(g) is sent the same day. Each such notice shall be addressed to the parties at the following addresses or to any other address as may be specified by a party by a notice given as provided herein:

To Seller: Chief, Land Management Division
Department of General Services
Bureau of Real Estate
500 North Office Building
Harrisburg, PA 17125

With a copy to: Director of Real Estate
Department of General Services
Bureau of Real Estate
500 North Office Building
Harrisburg, PA 17125

To Buyer: Aloe Brothers LLC
1800 A. One Trimont Lane
Pittsburgh PA 15211
Attn: Mark Aloe, Manager

- (h) This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, without regard to choice of law principles.

- (i) The respective article, section and subsection headings contained in this Agreement are for convenience of reference only, and shall not be deemed to modify, limit, define or describe in any respect any of the provisions of this Agreement.
- (j) All references made in this Agreement to Articles, Sections, Schedules or Exhibits shall refer to articles of, sections of, schedules to, or exhibits to, this Agreement, as appropriate.
- (k) This Agreement may be executed in counterparts, all of which when taken together shall constitute a single agreement.
- (l) If any term, covenant, condition or provision of this Agreement or the application thereof to any person or circumstance shall be invalid or unenforceable, at any time or to any extent, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby. Each term, covenant, condition and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.
- (m) This Agreement shall not be filed of record by or on behalf of Buyer in any office or place of public record. If Buyer fails to comply with the terms hereof by recording or attempting to record this Agreement or a notice thereof, such act shall not operate to bind or cloud the title to the Premises. Seller shall, nevertheless, have the right forthwith to institute appropriate legal proceedings to have the same removed from record. If Buyer or any agent, broker or counsel acting for Buyer shall cause or permit this Agreement or a copy thereof to be filed in an office or place of public record, Seller, at its option, and in addition to Seller's other rights and remedies, may treat such act as a material default of this Agreement on the part of Buyer. However, the filing of this Agreement in any lawsuit or other proceedings in which such document is relevant or material shall not be deemed to be a violation of this Section.
- (n) Tender of the purchase money and the deed are hereby waived; provided, however, that nothing shall be deemed to relieve the parties from their obligations under this Agreement. If the day for performance of any action described in this Agreement shall fall on a Saturday, Sunday or a day on which the banks are closed in the Commonwealth of Pennsylvania, the time for such action shall be extended to the first business day after such Saturday, Sunday or day on which the banks are closed.
- (o) The following rules shall govern the interpretation of this Agreement:
 - i. Words importing the singular include the plural and words importing the plural include the singular and words importing gender include the masculine, feminine and neuter genders.

- ii. A reference to any agreement means the agreement as amended, modified or supplemented from time to time.
 - iii. A reference to any law includes any amendment or modification thereto, all rules and regulations promulgated under such law and all administrative and judicial authority exercisable thereunder.
 - iv. The words "hereof," "herein" and "hereunder" and words of similar import when used in this Agreement shall refer to this Agreement as a whole, including all exhibits and schedules hereto, and not to any particular provisions of this Agreement.
 - v. The word "includes" or "including" shall mean "including, without limitation."
- (p) The acceptance of the Deed by Buyer at Settlement shall be deemed to be a full performance and discharge of every agreement and obligation on the part of Seller to be performed pursuant to the provisions hereof, except those, if any, which are herein specifically stated to survive Settlement. The acceptance of the Purchase Price by Seller at Settlement shall be deemed to be full performance and discharge of every agreement and obligation on the part of Buyer to be performed pursuant to the provisions hereof, except those, if any, which are herein specifically stated to survive Settlement. The provisions of this Section 17(p) shall survive Settlement.
- (q) Buyer shall treat all information received with respect to the Premises, whether such information is obtained from Seller or from Buyer's own investigations, in a confidential manner. Buyer shall not disclose any such information to any third parties, other than such disclosure to Buyer's counsel, consultants, accountants, advisers, prospective lenders and/or investors as may be required in connection with the transactions contemplated hereby (such disclosure to be made expressly subject to this confidentiality requirement). Seller and Buyer agree to keep this Agreement confidential and not make any public announcements or disclosures with respect to the subject matter of this Agreement prior to Settlement without the written consent of the other party. Except as required by law, nothing contained in this Section 16(q) shall preclude or limit either party from disclosing any information otherwise deemed confidential hereunder in connection with a subpoena or other valid or enforceable order of a court of competent jurisdiction. The provisions of this Section 17(q) shall not survive Settlement but shall survive early termination of this Agreement.
- (r) Buyer and Seller hereby agree not to elect a trial by jury of any issue triable of right by jury, and waive any right to trial by jury to the extent that any such right shall now or hereafter exist with regard to this Agreement or any claim, counterclaim or other action arising in

connection therewith. This waiver of right to trial by jury is given knowingly and voluntarily by Buyer and Seller and is intended to encompass individually each instance and each issue as to which the right to a trial by jury would otherwise accrue. The provisions of this Section 17r shall survive settlement or earlier termination of this Agreement.

(18) **Recording.** This Agreement shall *not* be recorded by Seller or Buyer in the Recorder of Deeds of Allegheny County or other public office of record.

(19) **Right-to-Know.**

- (a) The Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104, applies to this Agreement.
- (b) Unless the Buyer provides the Commonwealth, in writing, with the name and contact information of another person, the agency shall notify the Buyer using the Buyer information provided by the Buyer or the legal contact information provided in this Agreement if the agency needs the Buyer's assistance in any matter arising out of the Right to Know Law. The Buyer shall notify the agency in writing of any change in the name or the contact information within a reasonable time prior to the change.
- (c) Upon notification from the Commonwealth that the Commonwealth requires the Buyer's assistance in responding to a RTKL request for records in the Buyer's possession, the Buyer shall provide the Commonwealth, within fourteen (14) calendar days after receipt of such notification, access to, and copies of, any document or information in the Buyer's possession which arises out of the Agreement that the Commonwealth requests ("Requested Information") and provide such other assistance as the Commonwealth may request in order to comply with the RTKL. If the Buyer fails to provide the Requested Information to the Commonwealth within fourteen (14) calendar days after receipt of such notification the Buyer shall pay, indemnify and hold the Commonwealth harmless for any damages, penalties, detriment or harm that the Commonwealth may incur as a result of the Buyer's failure, including any statutory damages assessed against the Commonwealth.
- (d) The Commonwealth's determination as to whether the Requested Information is a public record is dispositive of the question as between the parties. Buyer agrees not to challenge the Commonwealth's decision to deem the Requested Information a Public Record. If the Buyer considers the Requested Information to be a Trade Secret or Confidential Proprietary Information, as those terms are defined by the RTKL, the Buyer will immediately notify the Commonwealth, and will provide a written statement signed by a representative of the Buyer explaining why the requested material is exempt from public disclosure under the RTKL within seven (7) calendar days. If, upon review of the

Buyer's written statement, the Commonwealth still decides to provide the Requested Information, Buyer will not challenge or in any way hold liable the Commonwealth for such a decision.

- (e) The Commonwealth will reimburse the Buyer for any costs associated with complying with this provision 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.
- (f) The Buyer agrees to abide by any decision to release a record to the public made by the Office of Open Records, or by the Pennsylvania Courts. The Buyer agrees to waive all rights or remedies that may be available to it as a result of the Commonwealth's disclosure of Requested Information pursuant to the RTKL. Buyer's duties relating to the RTKL are continuing duties that survive the expiration of this Agreement and shall continue as long as the Buyer has Requested Information in its possession.

SUBJECT TO THE FOREGOING, this Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective representatives, successors and/or assigns.

IN WITNESS WHEREOF, the parties have executed this Agreement on

May 24, 2010.

ATTEST:

David Aloe

BUYER:

ALOE BROTHERS L.L.C.

Mark Aloe
Mark Aloe, Manager

ATTEST:

Lisa M. Kettering

SELLER:

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF GENERAL SERVICES

James P. Creedon 5/24/10
Secretary DATE

Edmund M. Pliska
Office of Chief Counsel
Department of General Services

[Signature]
Office of General Counsel

APPROVED:

[Signature]
Office of Attorney General

[Signature]
GOVERNOR

Preliminary Subdivision Plan

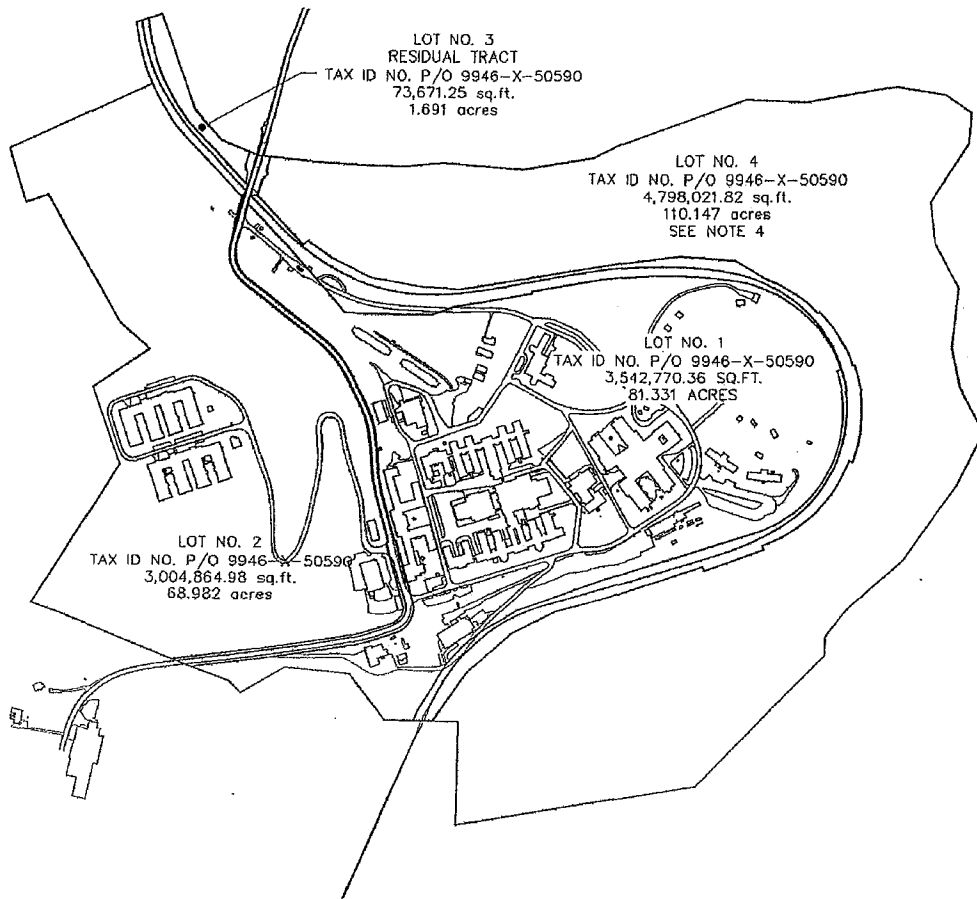


Exhibit "1-a"

LEGAL DESCRIPTION

The subject property is located in the Township of South Fayette, Allegheny County, Commonwealth of Pennsylvania. It is also identified as 1601 Mayview Road, Bridgeville, PA 15017 and being Parcel No. 9946-X-50590. A legal description of the property follows:

LOT 1

Being all of that certain piece or parcel of land being situate in the Township of South Fayette, Allegheny County, more particularly bound and described as follows:

Beginning at an iron pin set at the southern right of way line of Mayview Road, a fifty foot right of way and lands now or formerly of BEE Properties LLC, thence continuing along the southern right of way line of Mayview Road, a fifty foot right of way, the following seven (7) courses and distances:

1. North 82°34'35" East 392.34 feet to a point, thence;
2. North 80°48'25" East 335.96 feet to a point, thence;
3. By a curve to the left with a radius of 1025.00 feet for an arc length of 174.64 feet with a chord bearing North 75°55'33" East 174.43 feet to a point, thence;
4. North 71°02'41" East 97.44 feet to a point, thence;
5. By a curve to the left with a radius of 130.00 feet and an arc length of 194.34 feet with a chord bearing North 28°13'07" East 176.74 feet to a point, thence;
6. North 14°36'27" West 317.99 feet to a point, thence;
7. South 75°23'33" West 8.50 feet to a point where the right of way of Mayview Road changes from 50 to 33 feet, thence, continuing along Mayview Road;
8. North 14°36'27" West 215.17 feet to a point, thence;
9. By a curve to the right with a radius of 898.50 feet and an arc length of 168.21 feet with a chord bearing North 09°14'39" West 167.96 feet to a point, thence;
10. North 03°52'52" West 106.37 feet to a point, thence;
11. By a curve to the left with a radius of 542.50 feet with an arc length of 231.86 feet and a chord bearing North 16°07'29" West 230.10 feet to a point, thence;

Exhibit "1-b"

12. North 28°22'07" West 153.00 feet to a point, thence;
13. By a curve to the left with a radius of 551.50 feet and an arc length of 215.61 feet with a chord bearing North 39°34'07" West 214.24 feet to a point, thence;
14. North 50°46'08" West 457.91 feet to a point, thence;
15. By a curve to the right with a radius of 165.58 feet with an arc length of 163.24 with a chord bearing North 22°31'44" West 156.71 feet to a point of compound curvature, thence;
16. By a curve to the right with a radius of 277.76 feet and an arc length of 48.96 feet with a chord bearing North 10°45'52" East 48.90 feet to a point, thence;
17. North 15°48'52" East 104.43 feet to a point, thence;
18. North 16°47'48" East 76.15 feet to a point on the southern and western right of way lines of lands now or formerly of the Ohio Central Railroad System, thence by lands now or formerly of the Ohio Central Railroad System, the following eighteen (18) courses and distances;
19. South 42°54'10" East 289.56 feet to a point, thence;
20. South 40°33'49" East 419.59 feet to a point, thence;
21. South 89°36'43" East 432.07 feet to a point, thence;
22. North 68°47'14" East 101.98 feet to a point, thence;
23. North 80°05'50" East 400.00 feet to a point, thence;
24. North 09°54'10" West 10.00 feet to a point, thence;
25. North 80°05'50" East 270.00 feet to a point, thence;
26. By a curve to the right with a radius of 2303.66 with an arc length of 723.72 feet with a chord bearing North 89°05'50" East 720.74 feet to a point of compound curvature, thence;
27. By a curve to the right with a radius of 654.14 with an arc length of 727.75 with a chord bearing South 50°01'52" East 690.80 feet to a point, thence;
28. South 71°50'27" West 20.00 feet to a point, thence;
29. By a non-tangent curve to the right with a radius 634.14 feet with an arc length of 978.29 feet and a chord bearing South 26°02'09" West 884.12 feet to a point, thence;

Exhibit "1-b"

30. South 72°39'30" West 475.41 feet to a point, thence;
31. South 71°55'20" West 331.44 feet to a point, thence;
32. South 69°40'12" West 438.03 feet to a point, thence;
33. South 53°58'31" West 70.04 feet to a point, thence;
34. By a curve to the left with a radius of 697.63 feet with an arc length of 501.35 feet and a chord bearing South 45°50'12" West 490.63 feet to a point, thence;
35. South 31°34'51" West 141.13 feet to a point, thence;
36. South 23°37'50" West 58.04 feet to a point in Chartiers Creek along lands now or formerly of the Township of Upper St. Clair, thence continuing along lands now or formerly of the Township of Upper St. Clair, the following four (4) courses and distances;
37. North 89°18'43" West 140.90 feet to a point in Chartiers Creek, thence;
38. North 36°36'46" West 287.54 feet to a point in Chartiers Creek, thence;
39. North 84°36'46" West 310.00 feet to a point in Chartiers Creek, thence;
40. South 57°53'14" West 250.00 feet to a point in Chartiers Creek at lands now or formerly of BEE Properties, LLC, thence continuing along lands of BEE Properties, LLC the following two (2) courses and distances:
41. North 42°37'35" West 78.00 feet to a point, thence;
42. North 68°07'35" West 202.52 feet to the **POINT and PLACE of BEGINNING.**

Subject to a fifty foot (50') wide access easement for use by the PA Department of Transportation for ingress and egress to their wetland mitigation Sites 1 and 2, as depicted on the "Minor Subdivision of Mayview State Hospital" prepared by L. Robert Kimball & Associates, Inc., project 09-1300-0243.

The above described parcel of ground being shown as Lot 1 on a plan entitled "Minor Subdivision of Mayview State Hospital" as prepared by L. Robert Kimball & Associates, Inc., project 09-1300-0243. Said parcel contains 3,542,770.36 square feet or 81.331 acres of land.

LOT 2

Being all of that certain piece or parcel of land being situate in the Township of South Fayette, Allegheny County, more particularly bound and described as follows:

Exhibit "1-b"

Beginning at an existing concrete monument found at lands now or formerly of South Fayette Township and lands now or formerly of Ernest Webb, thence continuing along lands now or formerly of South Fayette Township, the following eight (8) courses and distances:

1. North 31°50'30" East 816.23 to a point, thence;
2. North 19°57'43" West 400.20 to a point, thence;
3. North 55°14'15" East 335.74 to a point, thence;
4. North 47°24'45" West 201.18 to a point, thence;
5. North 29°38'37" West 719.15 to a point, thence;
6. South 70°56'43" West 116.25 to a point, thence;
7. North 17°09'04" West 279.72 to a point, thence;
8. North 64°53'30" East 763.66 to a point on the western right of way line of lands now or formerly of the Ohio Central Railroad System, thence by lands now or formerly of the Ohio Central Railroad System, the following two (2) courses and distances;
9. By a non-tangent curve to the left with a radius 984.93 feet with an arc length of 326.32 feet and a chord bearing South 33°24'41" East 324.83 feet to a point, thence;
10. South 42°54'10" East 393.37 to a point on the western right of way line of Mayview Road, of varying width. Thence, continuing along Mayview Road, the following two (2) courses and distances:
11. South 15°48'52" West 126.50 feet to a point, thence;
12. South 74°11'08" East 5.50 feet to a point where the right of way of Mayview Road is 33 feet in width, thence continuing along the right of way of Mayview Road, the following seventeen (17) courses and distances:
13. South 15°48'52" West 78.25 feet to a point, thence;
14. By a curve to the left with a radius of 310.76 feet with an arc length of 54.78 feet and a chord bearing South 10°45'52" West 54.71 feet to a point of compound curvature, thence,
15. By a curve to the left with a radius of 198.58 feet and an arc length of 195.77 feet with a chord bearing South 22°31'43" East 187.94 feet to a point, thence;
16. South 50°46'08" East 457.91 feet to a point, thence;

Exhibit "1-b"

17. By a curve to the right with a radius of 518.50 feet with an arc length of 202.71 feet and a chord bearing South 39°34'07" East 201.42 feet to a point, thence;
18. South 28°22'07" East 153.00 feet to a point, thence;
19. By a curve to the right with a radius of 509.50 feet and an arc length of 217.75 feet with a chord bearing South 16°07'29" East 216.10 feet to a point, thence;
20. South 03°52'52" East 106.37 feet to a point, thence;
21. By a curve to the left with a radius of 931.50 feet and an arc length of 174.39 feet with a chord bearing South 09°14'39" East 174.13 feet to a point, thence;
22. South 14°36'27" East 215.17 feet to a point, thence;
23. South 75°23'33" West 8.50 feet to a point where the right of way is fifty feet in width, thence;
24. South 14°36'27" East 317.99 feet to a point, thence;
25. By a curve to the right with a radius of 80.00 feet and an arc length of 119.59 feet with a chord bearing South 28°13'07" West 108.76 feet to a point, thence;
26. South 71°02'41" West 97.44 feet to a point, thence;
27. By a curve to the right with a radius of 975.00 feet and an arc length of 166.12 feet with a chord bearing South 75°55'33" West 165.92 feet to a point, thence;
28. South 80°48'25" West 335.19 feet to a point, thence;
29. South 82°34'35" West 480.68 feet to a point at lands now or formerly of BEE Properties, LLC, thence along lands now or formerly of BEE Properties, LLC at first, then Ernest Webb;
30. North 68°07'35" West 741.53 feet to the **POINT and PLACE of BEGINNING.**

The above described parcel of ground being shown as Lot 2 on a plan entitled "Minor Subdivision of Mayview State Hospital" as prepared by L. Robert Kimball & Associates, Inc., project 09-1300-0243. Said parcel contains 3,004,864.98 square feet or 68.982 acres of land.

LOT 3 Residual Tract

Being all of that certain piece or parcel of land being situate in the Township of South Fayette, Allegheny County, more particularly bound and described as follows:

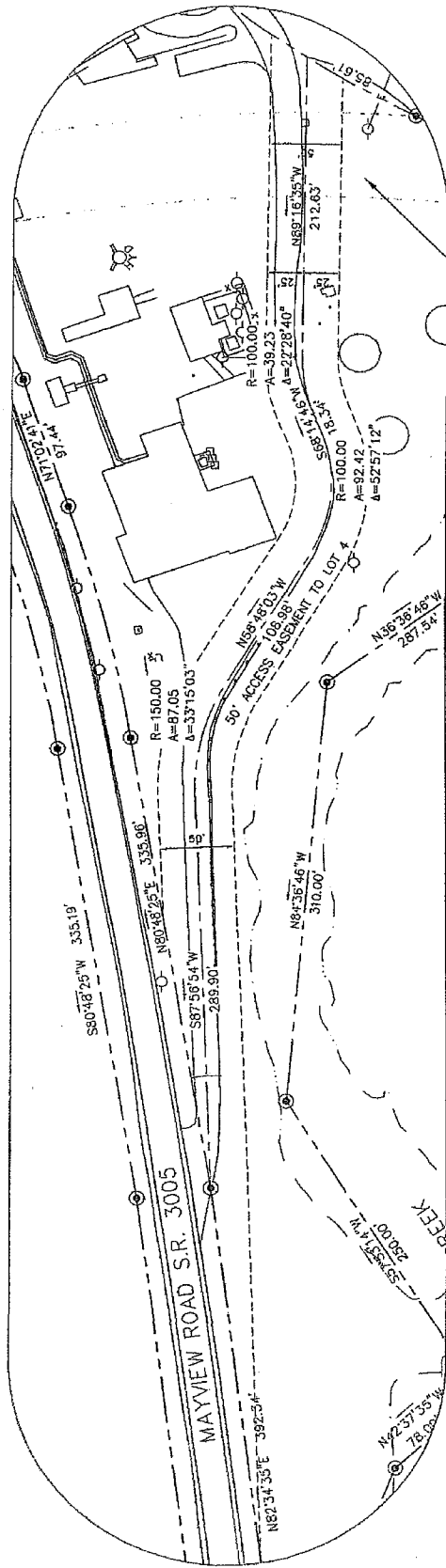
Exhibit "1-b"

Beginning at a point on the western right of way line of Mayview Road, a variable width right of way and lands now or formerly of the Township of Upper St. Clair, said point being located within Chartiers Creek, thence continuing along the western right of way line of Mayview Road the following three (3) courses and distances:

1. South 15°48'52" West 76.32 feet to a point, thence;
2. South 22°50'43" East 32.02 feet to a point, thence;
3. South 09°17'41" West 54.55 feet to a point on the northern right of way line of lands now or formerly of the Ohio Central Railroad, thence continuing along lands now or formerly of the Ohio Central Railroad, the following two (2) courses and distances;
4. North 42°54'10" West 354.80 feet to a point, thence;
5. By a curve to the right with a radius of 924.93 feet and an arc length of 613.17 feet with a chord bearing North 23°54'40" West 602.00 feet to a point, thence;
6. North 72°39'04" East 70.32 feet to a point in Chartiers Creek, thence along Chartiers Creek;
7. South 19°18'18" East 494.16 feet to a point, thence;
8. South 41°30'18" East 200.00 feet to a point; thence;
9. South 67°21'18" East 151.36 feet to the **POINT and PLACE of BEGINNING.**

The above described parcel of ground being shown as Lot 3 Residual Tract on a plan entitled "Minor Subdivision of Mayview State Hospital" as prepared by L. Robert Kimball & Associates, Inc., project 09-1300-0243. Said parcel contains 73,671.25 square feet or 1.691 acres of land.

Exhibit "1-b"



PROPOSED 50' EASEMENT DETAIL
SCALE 1"=60'

Exhibit "2-a"

1601 Mayview Road, Bridgeville, PA

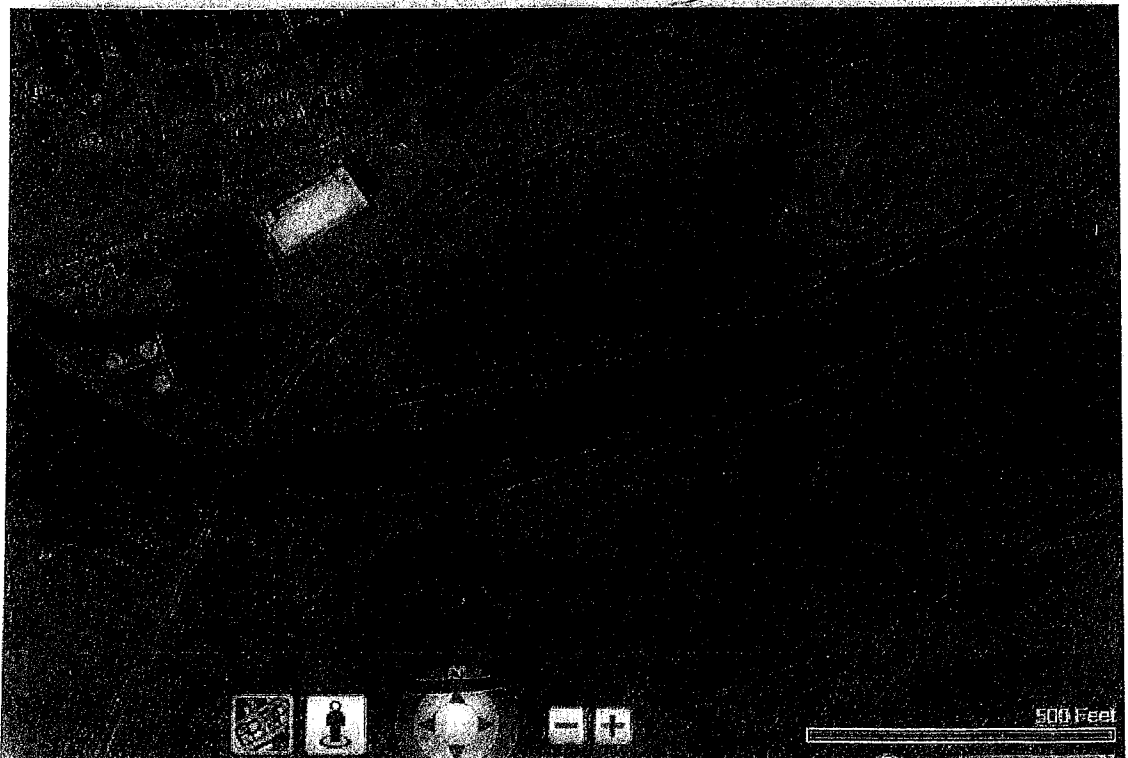


Exhibit "2-b"