EXHIBIT A

Amended and Restated Gallery II Parking Garage Agreement

AMENDED AND RESTATED GALLERY II PARKING GARAGE AGREEMENT

THIS AGREEMENT, entered into as of this ____ day of _____, 2011, between the CITY OF PHILADELPHIA (hereinafter referred to as "City") and the PHILADELPHIA AUTHORITY FOR INDUSTRIAL DEVELOPMENT (hereinafter referred to as "PAID").

WITNESSETH:

WHEREAS, Parametric Garage Associates, a Pennsylvania limited partnership ("Parametric"), has constructed a parking garage as part of the overall Market Street East - Gallery II redevelopment project (the "Gallery II Garage Project" or the "Project"), in a manner consistent with the redevelopment plans jointly formulated by the City and the Redevelopment Authority of the City of Philadelphia (the "RDA") in the commercial district known as Market Street East; and

WHEREAS, the RDA owns the ground on which the Project was built and has leased such ground to Parametric pursuant to an Amended and Restated Parking Garage and Development Agreement and Lease dated November 15, 1983 (as amended and supplemented from time to time prior to the date hereof, the "Prior Ground Lease"); and

WHEREAS, PAID provided development assistance to Parametric by issuing its $15,525,000 Parking Revenue Bonds, Series of 1982 (Gallery II Garage Project) (the "1982 Bonds"); and

WHEREAS, the City and PAID entered into an agreement (the "1982 Agreement") pursuant to the "Industrial and Commercial Project Development Assistance Ordinance", approved March 1, 1978 (Bill No. 1148), as amended by an Ordinance, approved May 19, 1978 (Bill No 1318) and an Ordinance approved March 4, 1982 Bill No. 1132) to provide financial assistance to the Gallery II Garage Project and provide for payments on account of debt service on the 1982 Bonds to be made by

the City to PAID (the "City Payments"), under certain prescribed conditions which by City Payments were to be repaid by Parametric on or before August 15, 2002; and

WHEREAS, in 1992, PAID, in conjunction with Parametric, refinanced the 1982 Bonds to achieve debt service savings with respect to the financing costs of the Gallery II Garage Project by issuing $13,755,000 of its Parking Revenue Refunding Bonds, Series of 1993 (Gallery II Parking Garage Project) (the "1993 Bonds"); and

WHEREAS, in connection with the issuance of the 1993 Bonds, and pursuant to the Act of August 23, 1967, P.L. 251, as amended, known as the Industrial and Commercial Development Authority Law (the "Act"), PAID entered into an agreement entitled Gallery II Garage Agreement dated June 15, 1993 (the "1993 Agreement") with the City and an Installment Sale Agreement with Parametric dated June 15, 1993 (the "1993 Installment Sale Agreement"); and

WHEREAS, the Act empowers PAID to enter into cooperative agreements with the City for such purpose; and

WHEREAS, in 1998, pursuant to Bill No. 970829 (approved April 13, 1998) the City and PAID agreed to amend the terms of the 1993 Agreement in order to among other things, permit PAID to extend the date by which Parametric was to repay the City Payments to August 15, 2013; and

WHEREAS, the 1993 Bonds have been paid in full, or moneys for the repayment in full of the 1993 Bonds shall have been irrevocably deposited with the bond trustee, on the date hereof, and any prior obligation, agreement, covenant or commitment by or of the City to make any payments on account of the Project or its financing or otherwise on behalf of Parametric has been and shall hereby be terminated; and

WHEREAS, Parametric acknowledges that it owes the RDA moneys on account of back rent and the RDA has agreed to accept $5,686,006 in settlement of disputed claims under the Ground

Lease, and the City and PAID acknowledge such obligation of Parametric to the RDA (the "RDA Payments"); and

WHEREAS, the RDA will enter on the date hereof a Second Amended and Restated Parking Garage and Development Agreement and Lease (the "Ground Lease"); and

WHEREAS, Parametric continues to owe $52,336,466 in City Payments to PAID on behalf of the City, and the City and PAID, at the request of Parametric, desire to extend the terms of the 1993 Agreement, as amended, and the 1993 Installment Sale Agreement as amended, to enable Parametric to repay certain City Payments now and to require repayment of the remaining City Payments by Parametric no later than December 31, 2051; and

WHEREAS, the City and PAID acknowledge and agree that Parametric shall repay the outstanding RDA Payments on a parity basis with the outstanding City Payments, which combined payments currently total an aggregate principal amount of $58,022,472, through PAID (collectively, the "PAID Loan"); and

WHEREAS, Parametric has arranged for a lender, Great American Life Insurance Company (the "Senior Lender") to loan it $16,000,000 (the "Senior Loan"), which, together with other funds of Parametric, will be used to: (i) repay all outstanding 1993 Bonds, (ii) pay approximately [$15,000,000] of the PAID Loan, and (iii) pay certain transaction costs associated with the Senior Loan; and

WHEREAS, the balance of the PAID Loan, after payment of approximately [fifteen million dollars ($15,000,000)] from the proceeds of the Senior Loan, will be evidenced by one or more Promissory Notes from Parametric to PAID (for the benefit of the RDA and the City) and at least the senior of such PAID Notes shall be secured, including by a mortgage and assignment of leases, all such PAID Notes shall be secured by a lien on gross revenues; and

WHEREAS, as a condition of making the Senior Loan, the Senior Lender requires that the balance of the PAID Loan be subordinated to the Senior Loan, and that any mortgage or security interest securing the repayment of the PAID Loan must be subordinated to the mortgage and

security interests of the Senior Lender, pursuant to a certain agreement among PAID, the Senior Lender and Parametric; and

WHEREAS, PAID, the RDA and the City are willing to subordinate the PAID Loan and any security therefor to the Senior Loan, provided that adequate cash flow management controls will be in place pursuant to an agreement (the "Lockbox Agreement") to maximize cash flow available for repayment of the PAID Loan; and

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

1. This Agreement shall be known as the "2011 Gallery II Parking Garage Agreement" but may also be referred to as the "2011 Parking Garage Agreement" or the "Amended and Restated Parking Garage Agreement" in any further agreements entered into by PAID pursuant hereto.

2. This Agreement is made in accordance with the "Industrial and Commercial Project Development Assistance Ordinance," approved March 1, 1978 (Bill No. 1148), as amended by an Ordinance approved May 19, 1978 (Bill No. 1318) and as further amended by an Ordinance (Bill No. 545), approved June 15, 1993 (hereinafter collectively, the "General Assistance Ordinance"), and shall be interpreted in a manner consistent therewith. Unless assigned express definition herein, any term used in this Agreement and defined in the General Assistance Ordinance shall have the meaning assigned to it in the said Ordinance.

3. PAID, as assignee of Parametric, in reliance on representations of Parametric contained in the Installment Sale Agreement (as set forth in Section 6 below), hereby acknowledges and confirms to City that the Prior Ground Lease, as amended and restated by the Ground Lease is currently in force and that PAID has no knowledge of any defaults under the Ground Lease.

4. Upon repayment of the 1993 Bonds, the City shall have no further obligations to make any payments whatsoever in connection with the Project. The obligation of the City under the 1982 Agreement and the 1993 Agreement to make payments to PAID on account of debt service on the

1982 Bonds and the 1993 Bonds respectively or to make any other payments whatsoever in support of the Project from this day forward is hereby terminated, and of no further force and effect.

5. PAID covenants and agrees that PAID will provide development assistance to Parametric and the Project, by paying off the 1993 Bonds which remain outstanding with the proceeds of the Senior Loan and other funds held by the bond trustee, and restructuring the repayment of the City Payments and the RDA Payments, all of which is to be accomplished in strict accordance with all the terms and conditions of this Agreement, as follows:

a. PAID will accept from Parametric, in consideration of PAID's undertaking to provide development assistance to Parametric, absolute and irrevocable assignment of Parametric's interest in Parametric's right, title and interest in and under the Ground Lease, together with all of Parametric's rights and privileges as lessee thereunder, subject to all duties and obligations of lessee thereunder;

b. PAID will enter into an agreement with Parametric amending, restating and confirming the terms and conditions of PAID's continued financial participation in the continued development of the Project and providing for conveyance to Parametric of PAID's entire interest in the Project and the Ground Lease upon Parametric's full payment of the purchase price established therein and satisfactory performance of all duties and obligations of Parametric thereunder (said agreement being hereinafter referred to as the "2011 Installment Sale Agreement" or the "Amended and Restated Installment Sale Agreement"), which 2011 Installment Sale Agreement shall strictly conform to all requirements and conditions applicable thereto contained in this Agreement and/or agreements into which PAID is herein authorized and required to enter for the purpose of providing the above-described development assistance.

c. Pursuant to a separate agreement in substantially the form attached hereto as Exhibit "A," the City and the RDA acknowledge and agree that (i) Parametric shall repay the

outstanding City Payments on a parity basis with the outstanding RDA Payments (subject to clause (ii) hereof), which currently total an aggregate principal amount of $58,022,472, through PAID, and (ii) for each dollar repaid by Parametric on account of the PAID Loan, 90.2% shall be transferred to the City on account of the City Payments and 9.8% shall be transferred to the RDA on account of the RDA Payments.

d. The PAID Loan shall be evidence by one or more promissory notes.

6. The 2011 Installment Sale Agreement shall expressly require and/or provide for the following:

a. Maintenance and operation of the Project by Parametric in strict compliance with terms and conditions not inconsistent with those specified in the Ground Lease;

b. Annual approval by the City (Director of Finance) of operating budget (including garage operator management company's budget) (the "Operating Budget") at least 60 days prior to the start of each fiscal year. The Operating Budget shall be delivered to the City at least 90 days prior to the start of the fiscal year. In the event that the City has not explicitly disapproved any aspect of the Operating Budget within 30 days of receipt, it will be deemed approved. Senior Lender shall also have approval rights with respect to Operating Budget; provided that in the event of a disagreement between the Senior Lender and the City, the parties will negotiate in good faith for 20 days to jointly approve the Operating Budget. To the extent the parties cannot reach agreement in such 20 day period, the Parties will submit the dispute to a nationally accredited mediator selected jointly by the Senior Lender and the City; provided however, that the Senior Lender may override the City's disapproval of extraordinary repair, maintenance or capital expenditures, in the event such expenditure is reasonable required by an independent property inspection report required under the Senior Loan documents. Once approved, the Operating Budget may only be amended by written agreement. In order to assure sufficient funds will be available to pay for repairs, maintenance or

capital expenditures not included in the Operating Budget, the Escrow Agent will hold a reserve account to be funded with $100,000 at closing and $25,000 per year until the reserve requirement of $250,000 is met; to the extent the reserve is used, it shall be replenished out of cash flows in an amount not to exceed [$100,000] in any one year until such time as the reserve account again reaches $250,000. It shall be a covenant of the 2011 Installment Sale Agreement that the Operating Budget cannot, without the City's and Senior Lender's consent, result in a debt service coverage ratio of worse than 1.35:1.0.

c. Collection by Parametric (or its agent) of all parking garage revenues and retail/commercial space rentals (such revenues and rentals together with all other income derived by Parametric from any use or occupancy of the Project being hereinafter referred to as "Gross Revenue of the Project") and daily deposit of the said Gross Revenues of the Project into an escrow account held by an escrow agent selected by PAID (at the direction of the City) pursuant to PAID's procurement process (the "Escrow Agent"), and utilized pursuant to adequate cash management controls to maximize net cash flows after payment of operating expenses and debt service on the Senior Loan, including the following:

(i) Payment of Operating Expenses only in accordance with the approved Operating Budget (approved as set forth in b. above) by requisition or direction to the Escrow Agent. For purposes hereof, the term "Operating Expenses" shall include all applicable taxes, assessments and utility costs; Project maintenance, repair, alteration, insurance and inspection costs; salaries; an operator's fee; professional managerial, supervisory, administrative, engineering, architectural, legal, auditing and all other consulting services fees; payment of all rentals payable under the Ground Lease; and such other costs as may be expressly identified by the 2011 Installment Sale Agreement, however, the City may permit or direct PAID in writing to vary this definition to the extent that PAID's agreement with the Senior Lender may so require;

(ii) Monthly payments to the Senior Lender in such amounts as will enable Parametric to timely and fully satisfy the Senior Debt obligations as permitted pursuant to Section 6 of this Agreement; and

(iii) Monthly payment of the balance of net cash flow to PAID, in order to enable PAID, on or before December 31, 2051, to fully reimburse City for all payments made by City to or for the benefit of PAID pursuant to the 1982 Agreement and the 1993 Agreement as amended and restated by this Agreement, with interest at a rate of 5% and to fully reimburse the RDA for the RDA Payments in accordance with the Ground Lease.

The escrow account held by the Escrow Agent shall be subject to a mutually acceptable Deposit Account Control Agreement; provided that the Escrow Agent shall hold no more than 1/10th of the annual approved Operating Budget each month for use by the garage operator.

d. Declaration by PAID of default by Parametric, upon direction of City, in event that Parametric fails to make the payments necessary to fully accomplish the above-described reimbursement to City by December 31, 2051; as long as the

e. Confirmation of the selection by Parametric of a Project operator, approved by PAID (as directed by the City) and the Senior Lender, which operator shall be paid an operator's fee, fixed on the basis of a Project operational year which fee shall not exceed 5% of concurrent gross parking revenues. Both City and Senior Lender shall have the right to terminate the garage operation management agreement and shall have to approve any replacement lender.

f. Parametric's right to refinance the Project and terminate the 1993 Installment Sale Agreement upon such terms as will enable PAID to fully satisfy all outstanding PAID indebtedness, including the PAID Loan;

g. Insurance coverage, secured and maintained by Parametric for the benefit Parametric, the Senior Lender, PAID, the RDA, the City and the Escrow Agent, as their respective

interests may appear, at least in the amounts and subject to the requirements set forth in the Ground Lease.

h. At the later of the expiration of ten years from the date hereof or at such time as the Senior Loan has been paid off (rather than refinanced), the City may acquire ownership of the Leasehold Estate, if City debt has not been repaid. This shall be documented as an option to purchase the garage leasehold for the balance of the Senior Loan outstanding, plus any premium then due thereunder.

7. In order to provide repayment of a portion of the PAID Loan, PAID, City and RDA agree that Parametric shall borrow up to sixteen million dollars ($16,000,000) from the Senior Lender; provided that approximately [$15,000,000] of the proceeds of such Senior Loan be used to repay a portion of the PAID Loan.

8. PAID shall subordinate the PAID Loan and any mortgage or pledge securing such PAID Loan to the Senior Loan and any mortgage or pledge securing such Senior Loan, pursuant to the terms and conditions of a reasonable and customary intercreditor and subordination agreement (the "Subordination Agreement"), in form and content reasonably acceptable to the City and the RDA, which shall include a reasonable and customary standstill provision; provided, however, PAID's remedies (on behalf of the City and the RDA) in an event of default by Parametric must include the right to purchase the Leasehold Estate under the Ground Lease for a purchase price equal to the outstanding principal balance, plus any prepayment premium then due under the Senior Loan.

9. In addition to all other duties and obligations of PAID under the terms of this Agreement, PAID hereby agrees that:

a. PAID shall enforce against Parametric, for the benefit of City, all obligations of Parametric, with respect to conduct of Parametric's business and operations, imposed by the 2011

Installment Sale Agreement for the purpose of better securing repayment of the PAID Loan, subject to the terms of the Subordination Agreement;

b. To the extent that the 2011 Installment Sale Agreement may require Parametric to file or cause to be filed with PAID or the Trustee periodic reports which Parametric is not also required to file directly with City, including reports of Parametric's consulting engineers and certified public accountants, PAID shall promptly furnish copies of such reports to the City's Director of Finance.

10. PAID shall not grant or provide development assistance to Parametric other than or in addition to that expressly described by this Agreement, except pursuant to a supplemental agreement with the City, which shall require separate authorization by City Council, if applicable law requires Council authorization. PAID shall not grant or provide development assistance to any other person or entity with respect to the Project except upon specific written consent of City's Director of Commerce.

11. PAID shall maintain such records and render to City such financial reports regarding the development assistance provided by PAID pursuant to this Agreement as City's Director of Finance may prescribe, which records shall be subject to audit by the City Controller.

12. PAID shall reserve for itself and for City, as against Parametric, the right to require such financial reports of Parametric and records of Project financial operations as are specified in this Agreement.

13. PAID shall not convey any interest of PAID in the Project, other than authorized by this Agreement, without authorization of City Council, except upon full and complete satisfaction of all outstanding PAID debt service obligations incurred pursuant to the 1982 Agreement, the 1993 Agreement and the PAID Loan and full reimbursement to City, with interest as required by this

Agreement, of all sums paid by the City to PAID or to the bond trustee pursuant to the 1982 Agreement, the 1993 Agreement and this Agreement, or to the Trustee.

14. In the event of termination of PAID's lawful term of existence at any time which this Agreement remains in force, PAID or the City shall cause another authority, acceptable to the City, to succeed to all rights and interests of PAID in all real or personal property included in the Project, subject to all rights of third parties therein, and to succeed to the rights and obligations of PAID under this Agreement.

15. Notwithstanding any provisions or obligations to the contrary hereinbefore or hereinafter set forth, the liability of PAID under this Agreement, and under all other agreements authorized or required to be entered into by PAID pursuant to this Agreement, shall be limited to PAID's interest in the Leasehold Estate and the Project and the rents, issues and profits therefrom, and the lien of any judgment shall be restricted thereto. PAID shall not assume general liability for the payment of sums due under the 1993 Bonds or for any costs, penalties, taxes, interest, commissions, charges, insurance or any other payments which may be recited therein.

16. This Agreement shall for all purposes be deemed to be a contract for PAID services under the provisions of Philadelphia Home Rule Charter, Sections 8-200 and 2-309.

17. Pursuant to Section 17-1408 of the Philadelphia Code, PAID shall abide by the provisions of Chapter 17-1400 of Philadelphia Code in awarding any contract(s) pursuant to this Agreement as though such contracts were directly subject to the provisions of Chapter 17-1400, except that the exception set forth at Subsection 17-1406(8) shall apply to PAID as if PAID were listed in that subsection.

Unless approved by the City to the contrary, any approvals required by the Philadelphia Code Chapter 17-1400 to be performed by the City Solicitor shall be performed by PAID by its General

Counsel; any approvals required to be performed by the Director of Finance shall be performed by PAID by its Senior Vice President for Financing Services; and any approvals required to be performed by the Mayor shall be performed by PAID by its President.

18. Any letter, certification or opinion given by the City Solicitor, or his or her deputy, at the time of and in conjunction with issuance of the 1993 Bonds, to the effect that the development assistance granted by PAID to Parametric pursuant to this Agreement and/or to the effect that the various agreements and documents entered into by PAID pursuant to authorization contained in this Agreement complies and/or comply with those terms and requirements for such development assistance and/or various agreements as are hereinbefore stated in this Agreement, shall be binding upon the City; Provided, however, that no such development assistance to Parametric and/or agreement or document entered into or executed by PAID pursuant hereto, regardless of the actual terms thereof, shall have the effect of increasing City's obligation beyond that stated in this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers, thereunto duly authorized as of the day and year first above written.

Approved as to form
Shelley R. Smith, City Solicitor

By: _____
[Name, Title]

THE CITY OF PHILADELPHIA

By: _____
Director of Commerce

By: _____
Director of Finance

THE PHILADELPHIA AUTHORITY FOR INDUSTRIAL DEVELOPMENT

Attest: _____(SEAL)
Secretary

By: _____
Chair

EXHIBIT "A"

RDA Agreement

EXHIBIT B
Participation Agreement

PARTICIPATION AGREEMENT

PARTICIPATION AGREEMENT (this "Participation Agreement"), dated as of _____, 2011, is by and between THE CITY OF PHILADELPHIA, a corporation and body politic existing under the laws of the Commonwealth of Pennsylvania (the "City"), and The Redevelopment Authority of the City of Philadelphia, a public body and a body corporate and politic, duly created and organized pursuant to and in accordance with the provisions of the Urban Redevelopment Law of May 24, 1945 of the Commonwealth of Pennsylvania and laws supplemental thereto (the "RDA").

RECITALS:

A. The RDA is the fee owner of the property located at _____, Philadelphia, Pennsylvania, being designated as Tax Parcel # _____, and more particularly described in **Schedule A** (the "Property").

B. Parametric Garage Associates ("Parametric") is the owner of a leasehold estate in the property pursuant to that certain Amended and Restated Parking Garage Development Agreement and Lease dated _____, between the RDA and Parametric pursuant to which certain rental remains due and unpaid.

C. The Philadelphia Authority for Industrial Development ("PAID") provided development assistance to Parametric by issuing its $15,525,000 Parking Revenue Bonds, Series of 1982 (Gallery II Garage Project) (the "1982 Bonds").

D. The City and PAID entered into an agreement (the "1982 Agreement") to provide financial assistance to the Project and provide for payments on account of debt service on the 1982 Bonds to be made by the City to PAID (the "City Payments"), under certain prescribed conditions under which Parametric was to repay the City Payments to PAID, which would then pay them to the City, on or before August 15, 2002.

E. In 1993, PAID, in conjunction with Parametric, refinanced the 1982 Bonds to achieve debt service savings with respect to the financing costs of the Gallery II Garage Project by issuing $13,755,000 of its Parking Revenue Refunding Bonds, Series of 1993 (Gallery II Parking Garage Project) (the "1993 Bonds").

F. In connection with the issuance of the 1993 Bonds, on or about June 15, 1993, PAID entered into an agreement with the City entitled Gallery II Parking Garage Agreement (the "1993 Parking Garage Agreement") and an Installment Sale Agreement with Parametric (the "1993 ISA").

G. In 1998, the City and PAID agreed to amend the terms of the 1993 Parking Garage Agreement, which in turn permitted PAID to extend the date under the 1993 ISA by which Parametric was to repay the City Payments to August 15, 2013.

H. The City advanced $17,094,852 in debt service payments, and with interest as stated in the 1993 ISA, as amended, Parametric owes $52,336,466 in City Payments.

I. Parametric has not paid all rent as required by the Prior Ground Lease. The RDA and Parametric have agreed to settle claims relating to the Prior Ground Lease by fixing the amount Parametric owes the RDA at $2,017,849 in unpaid back rent and $3,668,157 in interest on the Prior Ground Lease, for a total of $5,686,006 (the "RDA Payments").

J. The 1993 Bonds have been paid in full, or moneys for the repayment in full of the 1993 Bonds shall have been irrevocably deposited with the bond trustee, on the date hereof, and any prior obligation, agreement, covenant or commitment by or of the City to make any payments on account of the Project or its financing or otherwise on behalf of Parametric shall be terminated.

K. As part of the settlement of the amounts due the RDA and the City, Parametric has entered into a Second Amended and Restated Parking Garage Development Agreement and Lease of even date herewith (the "Lease") and the City Loan Documents, as hereinafter defined.

L. In order to finance the amounts due the City and the RDA, Parametric has obtain a loan in the original principal amount of $16,000,000 (the "Senior Loan") from Great American Life Insurance Company ("Senior Lender") as evidenced by a loan agreement, note, mortgage and other documentation (as the same may be amended from time to time, the "Senior Loan Documents").

M. The RDA, the City, and the Senior Lender desire that the RDA Payments (i.e., Parametric's debt to the RDA) be added to the City Payments and collected together with Parametric's debt to PAID (and thence to the City). Thus PAID will collect repayment of both the City Payments and the RDA Payments from Parametric as part of a unified loan (the "PAID Loan"), and will remit the proceeds to the City and the RDA as agreed in this Participation Agreement.

N. Pursuant to an Amended and Restated Gallery II Parking Garage Agreement between the City and PAID (the "New Parking Garage Agreement"), PAID is entering into an Amended and Restated Installment Sale Agreement (the "New ISA") with Parametric. Pursuant to the New ISA, Parametric is signing two new Promissory Notes in favor of PAID to reflect the balance of the PAID Loan remaining after application of the proceeds of the Senior Loan. The first (representing the "Second Priority Loan") shall be evidenced by a Note in the amount of $9,600,000 (the "Second Priority Note") and shall be secured by a second-lien mortgage in the same amount (the "Second Mortgage") and a pledge of gross revenues that shall be subordinate to the rights and liens of the Senior Lender. The second (representing the "Third Priority Loan") shall be evidenced by a Note in the amount of the remaining unpaid balance of the City Payments, approximately $31.5 million (the "Third Priority Note"), secured by a gross revenue pledge that shall be subordinate to the rights and liens of the Senior Lender and to PAID's rights under the Second Priority Note and Second Mortgage.

O. The Second Priority Loan and the Third Priority Loan are the remainder of the PAID Loan; and the Second Priority Note and the Third Priority Note are collectively referred to as the "PAID Notes." Pursuant to the New Parking Garage Agreement, PAID will pledge the PAID Notes and the Second Mortgage to the City and the RDA pursuant to certain

instruments (the "Pledging Documents") to the City and RDA, and will enter into an agreement with the Senior Lender and others concerning loan subordination (the "Intercreditor Agreement") and establishing a mechanism to secure Parametric's cash flow for the benefit of payment of the Senior Lender and of PAID for the City and the RDA (the "Trustee Agreement").

P. The New ISA, the New Parking Garage Agreement, the PAID Notes and the Pledging Documents, the Intercreditor Agreement, and the Trustee Agreement are collectively referred to, with all other loan documents evidencing and securing the PAID Loan, as the "PAID Loan Documents"). [Capitalized terms used in this Participation Agreement which are not otherwise defined herein shall have the meanings ascribed to such terms in the New Parking Garage Agreement.] The PAID Loan Documents are intended to benefit both the City and the RDA and to provide for payments to the City and the RDA of cash flow from the Property in order to repay the PAID Loan.

Q. The parties expect that PAID will exercise its responsibilities through an escrow agent or similar agent.

R. The City and the RDA desire to set forth their respective rights and obligations with respect to the City Loan as hereinafter set forth.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

1. Assignment of RDA Payments.

The RDA hereby assigns the RDA Payments to the City for purposes of consolidation into the PAID Loan and collection by PAID for the benefit of the City and the RDA.

2. Amount of City Loan and Pro-Rata Shares.

The City and the RDA shall share in the proceeds of the Senior Loan and the PAID Loan by owning the legal and beneficial interests therein as hereinafter set forth.

(a) All available proceeds of the Senior Loan and of the PAID Loan, as well as any and all rights or causes of action the City or the RDA has or acquires against Parametric or any other person or entity in connection with the PAID Loan and all or any portion of any collateral (including, without limitation, the Second Mortgage), shall be shared in the following ratio until the City Payments have been repaid in full:

(i) The "City's Pro-Rata Share" 90.2%

(ii) The "RDA's Pro-Rata Share" 9.8%

(b) The unpaid balance of the City Payments and the RDA Payments shall continue to accrue simple interest at the annual rate of 5%. If the balance of either the City Payments or the RDA Payments (with continuing interest) has been repaid in full but a balance remains on the City Payments or the RDA Payments, then all remaining proceeds of the PAID

Loan, any and all rights or causes of action the City or the RDA has or acquires against Parametric or any other person or entity in connection with the PAID Loan, and all or any portion of any collateral (including, without limitation, the Second Mortgage), shall be paid to the City or RDA, as the case may be, until both the City Payments and the RDA Payments (with continuing interest) have been repaid in full.

3. Loan Documents.

The parties acknowledge and agree that except as provided in Section 9:

(a) PAID shall be the legal owner of the PAID Notes, the Second Mortgage, the New ISA, and all other Loan Documents executed in favor of PAID (all the foregoing being collectively referred to herein as the "PAID Loan Documents"). PAID shall have custody of the City Loan Documents.

(b) The City, as party to the New Parking Garage Agreement with direct legal ownership of rights therein, shall be responsible for enforcing the New Parking Garage Agreement with PAID and for monitoring PAID's enforcement of the New ISA, the Intercreditor Agreement and the Trustee Agreement, and PAID's collection and transmission of funds to the City and the RDA. The RDA and the City shall cooperate in connection with their rights and responsibilities under all PAID Loan Documents.

(c) Without the prior written consent of the other party hereto, neither party shall sell, transfer, encumber, convey or dispose of any of the PAID Loan Documents or any interest therein.

4. Standard of Care.

The City will administer the New Parking Garage Agreement and monitor the New ISA, the Intercreditor Agreement and the Trustee Agreement with the same degree of care, skill and diligence as is customary in the City's usual practices in the ordinary course of business as it administers loans or agreements of similar types held solely by the City (the "Standard of Care"), but the City shall not be liable to the RDA for any action or failure to act or any error of judgment, mistake or oversight whatsoever of the City or any of the City's managers, members, agents, officers, employees or attorneys with respect to the PAID Loan or any PAID Loan Documents unless such action or failure to act results from the willful misconduct or sole negligence of the City or any of the City's managers, members, agents, officers, employees or attorneys. The City may consult with legal counsel and other advisors selected by it, and shall not be liable for any action taken or omitted to be taken in good faith by the City in accordance with the advice of such counsel or advisor, subject to the Standard of Care. The City shall be entitled to rely, and shall be fully protected in relying, upon any note, writing, resolution, notice, statement, certificate, fax, telex, teletype or telecopier message, email, cablegram, radiogram, order or other document that the City reasonably believed to be genuine and that was signed, sent or made by any person that the City believed to be the proper person.

5. Payments, Collections and Disbursements.

(a) In the New Parking Garage Agreement, the City shall require PAID or PAID's agent or contractor to remit to the RDA, in like funds as received and at the same time as PAID remits the City's Pro-Rata Share of the funds to the City, the RDA's Pro-Rata Share of the amount of each payment, as well as the RDA's Pro-Rata Share of any casualty insurance and condemnation awards paid to the PAID for application to the PAID Loan pursuant to the PAID Loan Documents. The RDA will not charge interest to the City for payments tendered later to the RDA than to the City, but the City and the RDA will cooperate in order to attempt to prevent repeat occurrences, and the RDA, as an intended beneficiary of the New Parking Garage Agreement, does not waive potential claims against PAID or its agent or contractor.

(b) If any payment received by the RDA is rescinded or otherwise required to be returned by PAID or the City for any reason, then upon notice by PAID or the City, the RDA will forthwith remit to PAID or the City the RDA's share of the amount so returned by the City. If the City is required to pay interest on such refund, the RDA shall return such payment with interest. The covenants contained in this subsection (b) shall survive the repayment of the PAID Loan and expiration or sooner termination of this Participation Agreement.

(c) The City shall keep true records and books of account as it would if the City Loan had been made and held solely by the City in which full, true and correct entries shall be made with respect to payments advanced under the PAID Loan and the PAID Loan Documents. Any reasonable attorney's fees and other expenses incurred by the City in connection with the City's administration of the PAID Loan or for collection of sums in default, fees of special consultants after default, construction advisors reasonably deemed necessary to supervise the PAID Loan after default, or reasonable attorney's, receiver's or trustees' fees in connection with the foreclosure of the security pledged to secure said PAID Loan (and not paid by Parametric) shall be borne by the City and the RDA in an amount equal to their respective Pro-Rata Shares thereof.

(d) Unless otherwise agreed by the parties in writing, all payments made between the City and the RDA shall be by Federal wire transfer of funds.

6. Administration of the PAID Loan.

(a) The City shall have the right, without further approval of the RDA, to exercise, at any time or from time to time, for the benefit of the RDA and the City, the following rights, remedies, powers and authority subject, however, to the provisions of this Participation Agreement and any other PAID Loan Documents:

(i) to declare the Note to be or become immediately due and payable upon any default by the Borrower thereof in the payment of principal or interest or in the performance of or compliance with any term, covenant, condition or provision of the Note;

(ii) upon any such default, to take such steps, institute and prosecute such actions and proceedings and do or omit any acts which, consistent with the City's Standard of Care, are reasonable and appropriate in the City's judgment, which authority shall include, without limitation, the authority (i) to select remedies available under the PAID Loan Documents

or otherwise in law or equity; (ii) to make or consent to an amendment of the PAID Loan Documents; (iii) to make or consent to any release, substitution or exchange of any part of the security for the debt secured by the PAID Loan Documents; and (iv) to defer any payment required under or on account of the PAID Loan Documents;

(iii) to discontinue any such action or proceeding so instituted or to adjourn, defer or withdraw the same;

(iv) to bid for the Property at any foreclosure sale in an amount not exceeding the entire sum secured by the PAID Loan Documents;

(v) to acquire the title in and to the Property in foreclosure proceedings;

(vi) to accept a deed to the Property in lieu of foreclosure and release the Parametric in consideration of such deed in lieu of the foreclosure;

(vii) to manage, or to hire agents to manage, the foreclosed or acquired Property and rent the same upon such terms and conditions as the City deems to be in the best interests of the City and the RDA;

(viii) to sell the foreclosed or acquired Property for cash or to receive as part payment therefor cash or a purchase money note and mortgage, in which the RDA holds an interest equal to the RDA's Pro-Rata Share, which purchase money mortgage shall be held subject to the provisions of this Participation Agreement;

(ix) to make advances for the payment of taxes, assessments, water or sewer charges, and all interest and penalties thereon; insurance premiums and for other similar items; and for the payment of any reasonable costs, expenses, appraisals, attorneys' fees or other disbursements or losses or liabilities incurred in the collection of money, the protection or preservation of the security or the enforcement of the rights and remedies of the RDA under the PAID Loan Documents; or for or by reason of the acquisition, operation, ownership or sale of the Property in the event of the acquisition of the same through foreclosure or deed in lieu of foreclosure;

(x) to collect, sue for and receive and settle or compromise any claims for loss or damage covered by insurance and to exercise its discretion in the proper application and disposition of the net proceeds of such insurance; and

(xi) generally, the City shall have full power and authority, in its sole discretion as if it were the sole party in interest, to take or defer from taking, any and all acts with respect to the administration of the PAID Loan Documents, including the right, power and authority to exercise any and all of the rights, remedies and options reserved to the City in, or given by law or equity to the City as the holder of the Mortgage and of the Property should it become the owner thereof by foreclosure or otherwise, as may be necessary and appropriate.

7. Property Expenses.

All sums which may have to be and are paid by the City for taxes, assessments, water and sewer charges, insurance premiums and for other similar items and for reasonable costs, expenses, appraisals, attorneys' fees, and other disbursements incurred by the City in the protection of the security or the enforcement of the rights and remedies of the mortgagee with respect to the Mortgage, or for or by reason of the acquisition, operation, ownership or sale of the Property in the event of its acquisition through foreclosure or by a deed in lieu of foreclosure, and any losses incurred in connection with the making of the PAID Loan, to the extent not paid by Parametric or any other person, shall be made and borne by the City and the RDA in accordance with their Pro-Rata Shares thereof.

8. Notice to the RDA.

Notwithstanding any other provision of this Agreement, the City shall give prompt written notice to the RDA of any of the following occurrences with respect to the PAID Loan Documents or, if the City has received written notice thereof, the Senior Loan Documents:

(i) any Event of Default;

(ii) any declaration of default and the nature of remedies pursued or proposed to be pursued;

(iii) any foreclosure or acceptance of a deed in lieu of foreclosure, any bid by the City for the Property, or the price of any sale by the City of the Property;

(iv) any action by others which might impair the validity or priority of any of the PAID Loan Documents; and

(v) any other matter which, in the City's reasonable judgment, materially affects the interests of the City or the RDA in the PAID Loan Documents.

9. Successors and Assigns.

Subject to the restrictions on transfer contained in Section 2(c) hereof, this Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto. Reference to "the City" shall include the City, any assignee of the City's interest in the PAID Loan Documents, and any person that refinances the PAID Loan in whole or in part.

10. Termination.

(a) Except with respect to those matters set forth herein which expressly survive a termination of this Participation Agreement, this Participation Agreement shall terminate upon the occurrence of one of the following:

(i) payment of the PAID Loan in full, with distribution to the RDA of the RDA's Pro Rata Share and any remaining share; or

(ii) the City's payment of the RDA's Pro Rata Share of the proceeds of any satisfaction or sale of the PAID Loan Documents or the sale of the Property if same is acquired by foreclosure, or any policies of insurance or any condemnation proceedings.

(b) Upon the termination of Participation Agreement, the City and the RDA shall be released from any further liability or obligation hereunder other than obligations which are expressly required to remain in place following any such termination.

11. Notices.

All notices, requests, demands and other communications under this Participation Agreement shall be in accordance with the notice provisions of Section ___ of the New Parking Garage Agreement.

12. Administrative Provisions.

(a) With respect to the City's duties under this Participation Agreement, the RDA acknowledges and agrees that:

(i) The City shall not have any duties or responsibilities other than those that are expressly set forth herein, or any fiduciary relationship with the RDA, and no implied covenants, functions, responsibilities, duties, obligations or liabilities shall be read into this Participation Agreement or the other PAID Loan Documents or otherwise exist against the City; and the RDA hereby agrees to assert no claim against the City on any agency theory or any other theory of liability for breach of fiduciary duty, all of which claims the RDA hereby waives.

(ii) The duties of the City shall be mechanical and administrative in nature; the City shall not have by reason of this Participation Agreement or any other PAID Loan Document a fiduciary relationship in respect of the RDA; and nothing in this Participation Agreement or any other PAID Loan Document, expressed or implied, is intended to or shall be so construed as to impose upon the City any obligations in respect of this Participation Agreement or any other PAID Loan Document except as expressly set forth herein.

(iii) The City shall be under no duty to take any discretionary action permitted to be taken by it pursuant to the provisions of this Participation Agreement or any other PAID Loan Document. The City shall be fully justified in failing or refusing to take any action hereunder and under any other PAID Loan Document unless it shall first be indemnified to its satisfaction by the RDA pro rata against any and all liability, cost and expense that it may incur by reason of taking or continuing to take any such action. Without limiting the foregoing, the RDA shall not have any right of action whatsoever against the City as a result of the City acting or refraining from acting hereunder or under any other PAID Loan Document in accordance with the instructions of the RDA.

(b) To the extent not already available to the RDA, the City shall also provide the RDA and/or make available for the RDA's inspection during reasonable business hours and at the RDA's expense, upon the RDA's written request therefor: (i) copies of the PAID Loan Documents; (ii) such information as is then in the City's possession in respect of the current status of principal and interest payments and accruals in respect of the PAID Loan; (iii) copies of

all current financial statements in respect of Parametric or other person liable for payment or performance by Parametric of any obligations under the PAID Loan Documents, then in the City's possession with respect to the PAID Loan; and (iv) other current factual information then in the City's possession with respect to the PAID Loan and bearing on the continuing creditworthiness of Parametric. Independently and without reliance upon the City, the RDA, to the extent it deems appropriate, has made and shall continue to make (i) its own independent investigation of the financial condition and affairs of Parametric in connection with the making and the continuance of the PAID Loan and the taking or not taking of any action in connection herewith and (ii) its own appraisal of the creditworthiness of Parametric and, except as expressly provided in this Participation Agreement, the City shall not have any duty or responsibility, either initially or on a continuing basis, to provide the RDA with any credit or other information with respect thereto, whether coming into its possession before the making of the PAID Loan or at any time or times thereafter. Except for notices, reports and other documents expressly required to be furnished to the RDA by the City hereunder, the City shall not have any duty or responsibility to provide the RDA with any credit or other information concerning the business, operations, property, financial and other condition or creditworthiness of Parametric which may come into the possession of the City or any of its officers, directors, employees, agents, attorneys-in-fact or affiliates.

(c) Neither the City nor any of its directors, officers, agents or employees shall be liable to the Parametric or the RDA for any action taken or omitted to be taken by it or them hereunder or under any other PAID Loan Document or in connection herewith or therewith, whether sounding in tort, contract or otherwise except to the extent such action or inaction is determined in a final non-appealable judgment by a court of competent jurisdiction to have arisen from the negligence or willful misconduct of such person.

(d) Provided that none of the following shall be inconsistent with the City's Standard of Care, neither the City nor any of its directors, officers, agents or employees shall be responsible for or have any duty to ascertain, inquire into, or verify (i) any statement, warranty or representation made in connection with any PAID Loan Document or any borrowing under the New ISA or the New Parking Garage Agreement; (ii) the performance or observance of any of the covenants or agreements of any obligor under any PAID Loan Document, including, without limitation, any agreement by an obligor to furnish information directly to the City or the RDA; (iii) the existence or possible existence of any Default or Event of Default; (iv) the validity, enforceability, effectiveness, sufficiency or genuineness of any PAID Loan Document or any other instrument or writing furnished in connection therewith; or (v) the value, sufficiency, creation, perfection or priority of any Lien on any Property.

(e) The City shall not be deemed to have knowledge or notice of the occurrence of any Default or Event of Default hereunder unless the City has received written notice from a the City or a Borrower referring to this Agreement describing such Default or Event of Default and stating that such notice is a "notice of default"; and in the event that the City receives such a notice, the City shall give prompt notice thereof to the RDA.

(f) The RDA and the City each acknowledge that it has received and approved executed copies of the PAID Loan Documents.

13. Governing Law; Other Provisions.

This Participation Agreement and the rights and obligations of the parties hereunder shall in all respects be governed by, and enforced in accordance with, the laws of the Commonwealth of Pennsylvania (without regard to principles of conflict of laws).

14. Senior Loan Provisions.

(a) The parties hereto agree and acknowledge that payment shall be made from the proceeds of the Senior Loan of all of the fees and expenses incurred by the City and the RDA, respectively (including, without limitation, their respective attorneys' fees) in connection with the PAID Loan, the PAID Loan Documents, the Lease and this Participation Agreement.

(b) If the City shall exercise its right to purchase the Senior Loan pursuant to the Intercreditor Agreement, the RDA shall have the right, in its sole discretion, to participate in such purchase in accordance with its Pro-Rata Share and such participation shall be governed by provisions substantially similar to those set forth in this Participation Agreement.

15. [Additional provisions acceptable to City and RDA.]

IN WITNESS WHEREOF, the parties have executed this Participation Agreement as of the day and year first above written.

THE REDEVELOPMENT AUTHORITY OF THE CITY OF PHILADELPHIA

By: _____
Name:
Title:

Approved as to form
Shelley R. Smith, City Solicitor

By: _____
Name:
Title:

:

THE CITY OF PHILADELPHIA

By: _____
Name:
Title:

By: _____
Name:
Title:

SCHEDULE A

Legal Description