

AGREEMENT OF SALE

THIS AGREEMENT OF SALE (this "Agreement") is made and entered into as of the 17th day of February, 2011 by and between PHILIP M. TEPLITZ AND MATTHEW J. TEPLITZ, TRUSTEES OF THE LZP McMURRAY TRUST ("Seller") and AUDIA GROUP INVESTMENTS, LLC, a Pennsylvania limited liability company ("Buyer").

Intending to be legally bound hereby, the parties hereto agree as follows:

1. Sale and Purchase. Subject to the terms and conditions hereinafter set forth, Seller agrees to sell and convey to Buyer, and Buyer agrees to purchase and accept from Seller, that certain real property, including the buildings, structures and other improvements located thereon, situate at 3287 Washington Road, McMurray, PA 15317 and identified as tax parcel number: 540-009-00-00-0037-00, as more particularly described on Exhibit "A" attached hereto and incorporated herein (the "Property").

2. Purchase Price. The purchase price for the Property (the "Purchase Price") shall be [REDACTED] which shall be paid to Seller as follows:

2.1 [REDACTED] (the "Escrow Funds") payable by business check to Chicago Title Insurance Company at Two Gateway Center, Suite 1900, 603 Stanwix Street, Pittsburgh, PA 15222-1402 ("Escrow Agent") within three (3) business days after the date of execution of this Agreement by both parties (the "Effective Date"), to be applied to the Purchase Price at Closing; and

2.2 The balance of the Purchase Price by cashiers check, certified funds or wire transfer as directed by Seller at Closing.

3. Contingencies.

3.1 For a period of ninety (90) days after the Effective Date (the "Contingency Period"), Buyer shall have the right to conduct any reasonable investigations, evaluations, tests, appraisals and other due diligence desired by Buyer to satisfy Buyer about the title, financial, physical and environmental condition of the Property, at reasonable times and with reasonable notice. Buyer will proceed in good faith to complete its due diligence of the Property within ninety (90) days. If, however, Buyer has not received final zoning approval for its intended use of the Property within those ninety (90) days, Buyer may extend the Contingency Period for an additional thirty (30) days, upon written notice to Seller prior to the expiration of the initial ninety (90) day period. If extended, all references in this Agreement to the "Contingency Period" shall include the thirty (30) day extension. Within five (5) business days after the Effective Date hereof, Seller shall provide to Buyer any and all documentation, in its possession, with respect to the financial, physical or environmental condition of the Property, including but not limited to true and complete copies of inspection reports, surveys, title policies, environmental reports, real estate tax receipts, financial statements, operating expenses, and true and complete copies of all contracts, options or other agreements that will or may be binding upon Buyer after Closing. Buyer shall defend, indemnify and hold Seller and Seller's agents,

contractors and representatives harmless from and against any and all claims of damages or injury to persons or property imposed upon or incurred by or asserted against Seller by reason of any surveying, engineering or topographical work or studies or other activities conducted by Buyer on or about the Property, and this indemnity shall survive the Closing and the purchase and sale of the Property as contemplated herein and/or the termination of this Agreement.

3.2 Seller shall cooperate fully with Buyer (at no expense to Seller) in completing the inspections herein permitted and the zoning approvals requested by Buyer, and shall deliver all information in its possession required hereunder.

3.3 Buyer shall have the right to terminate this Agreement for any reason and at any time up to and including the last day of the Contingency Period, by written notice to Seller prior to the expiration of the Contingency Period, upon which Escrow Agent shall refund to Buyer the Escrow Funds and this Agreement shall terminate, become null and void and there shall be no further rights and obligations between Seller and Buyer under this Agreement, other than the indemnity provisions set forth in Section 3.1 hereof. Upon any such termination and upon written request from Seller, Buyer shall provide Seller with copies of any and all engineering studies, site plans, surveys, environmental reports, traffic studies and similar material owned by Buyer and prepared by or for Buyer or its agents or employees in connection with the contemplated development of the Property.

4. Conditions of Buyer's Obligations.

4.1 The obligations of Buyer under this Agreement to purchase the Property are subject to the satisfaction at Closing, of the following conditions precedent:

4.1.1 All representations and warranties made by Seller set forth in this Agreement shall be true and correct, at and as of Closing in all respects as though such representations and warranties were made on, at and as of Closing.

4.1.2 Seller has performed, observed and complied with all covenants, agreements and conditions required by this Agreement to be performed, observed and complied with prior to or as of the date of Closing.

4.1.3 Buyer has not terminated this Agreement as provided in Paragraph 3.3 hereof.

4.2 In the event that the conditions precedent to Buyer's obligations are not satisfied at Closing, then the Escrow Agent shall refund to Buyer the Escrow Funds and this Agreement shall terminate, become null and void and there shall be no further rights and obligations between Seller and Buyer under this Agreement.

5. Representations and Warranties of Seller.

Seller covenants, represents and warrants to Buyer as follows:

5.1 Seller has the full and unrestricted right and power to execute, deliver and perform Seller's obligations under this Agreement and to consummate all transactions on Seller's part contemplated hereunder and upon delivery by Seller, this Agreement shall constitute the legal, valid and binding obligation of Seller.

5.2 The execution and delivery of this Agreement, the consummation of the transactions provided for herein and the fulfillment of the terms hereof will not result in a breach of any of the terms or provisions of, or constitute a default under, any agreement of Seller or any instrument to which Seller is a party or by which Seller or the Property is bound, or any judgment, decree or order of any court or governmental body, or any applicable law, rule or regulation.

5.3 There are no rights, options or other agreements of any kind to purchase or otherwise acquire or sell or otherwise dispose of any of the Property, or any interest therein, nor any claims to such rights, options or other agreements.

5.4 There are no oral or written leases or rights of occupancy or grants or claims of right, title or interest in any portion of the Property except for title exceptions of record.

5.5 The Property is zoned C-2 General Commercial and the present use is in compliance therewith and there exists no notice of any uncorrected violations of housing, building, safety, or fire ordinances.

5.6 To the best of Seller's actual and current knowledge, there are not presently pending any special assessments of any nature with respect to the Property or any portion thereof, nor has the Seller received any notice of or has no knowledge of any such special assessment being contemplated.

5.7 All water, sewer, gas, electric and telephone and all other utilities required by law and by the normal operation of the Property are installed to the property lines of the Property.

5.8 To the best of Seller's actual and current knowledge, the Property is in full compliance with all applicable laws, ordinances, rules, regulations and requirements of all applicable governmental and regulatory authorities having jurisdiction thereof, including, without limitation, those pertaining to zoning, building, subdivision, safety, fire, electricity, planning, health, the environment and the storage, handling, treatment, disposal and production of any Hazardous Materials. As used in this Agreement, the term "Hazardous Materials" shall mean asbestos (including asbestos in friable form), polychlorinated biphenyls, petroleum products, any flammable explosives, radioactive materials, hazardous materials, hazardous wastes, hazardous or toxic substances or related materials as defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. §9601, et seq.), the Hazardous Materials Transportation Act, as amended, (49 U.S.C. §1801, et seq.), the Resource Conservation and Recovery Act, as amended (42 U.S.C. §6901, et seq.), the Toxic Substances Control Act, as amended (15 U.S.C. §2601, et seq.), and any other federal, state or local governmental law or the regulations adopted and publications promulgated

pursuant thereto. Seller agrees to provide Buyer any and all environmental reports it has in its possession pursuant to Paragraph 3.1 of this Agreement. Seller has disclosed to Buyer the existence of two (2) monitoring wells on the Property.

5.9 No work has been performed or is in progress at, and no materials have been furnished to, the Property during the past six (6) months which, though not presently the subject of, might give rise to construction, mechanic's, materialmen's, municipal or other liens against the Property or any portion thereof, except that for which full and complete releases have been obtained.

5.10 To the best of Seller's actual and current knowledge, no suit, action, arbitration, or legal, administrative, or other proceedings is pending or has been threatened against the Property or against the Seller with respect to the Property.

5.12 No bankruptcy, insolvency, rearrangement, or similar action or proceedings, whether voluntary or involuntary, is pending against Seller, Seller has no intention of filing or commencing any such action or proceeding, and to the best of Seller's actual and current knowledge, no such proceedings are threatened against Seller.

6. Operations Prior to Settlement.

6.1 Between the Effective Date of this Agreement and the date of Closing:

6.1.1 Seller shall maintain the Property in its present condition, reasonable wear and tear excepted;

6.1.2 Seller shall maintain fire and casualty and liability insurance on the Property;

6.1.3 Seller shall deliver to Buyer copies of any written notice(s) relating to the Property received by Seller from any governmental authorities; and

6.1.4 Seller shall not, without first obtaining Buyer's prior written consent, which may be given or withheld in Buyer's reasonable discretion, enter into any contract or other agreement affecting the Property unless such contract or agreement can be terminated on thirty (30) days' notice without penalty.

7. Representations and Warranties of Buyer. Buyer represents and warrants to Seller as follows:

7.1 Buyer has the full and unrestricted right and power to execute, deliver and perform Buyer's obligations under this Agreement and to consummate all transactions on Buyer's part contemplated hereunder and upon delivery by Buyer, this Agreement shall constitute the legal, valid and binding obligation of Buyer.

7.2 The execution and delivery of this Agreement, the consummation of the transactions provided for herein and the fulfillment of the terms hereof will not result in a breach

of any of the terms or provisions of, or constitute a default under, any agreement of Buyer or any instrument to which Buyer is a party or by which Buyer is bound or any judgment, decree or order of any court or governmental body or any applicable law, rule or regulation.

8. Closing.

8.1 The closing under this Agreement (the "Closing") shall be held at the offices of the Escrow Agent in Pittsburgh, Pennsylvania within thirty (30) days after the expiration of the Contingency Period, or on such earlier date or at such other time or place as Seller and Buyer may mutually agree.

8.2 Should Buyer fail to complete performance hereunder within the time or times specified in Paragraph 8.1 hereof, Seller may thereupon, in Seller's sole discretion and after fifteen (15) days written notice served upon or mailed (via certified or registered mail) to Buyer at the below address, declare time to be of the essence of this Agreement and shall set forth in such notice the time, place and date of final settlement. Buyer hereby covenants to complete performance hereunder strictly in accordance with the terms of such notice. Should Seller fail to complete performance hereunder within the time or times hereinabove specified, Buyer may likewise declare time to be of the essence hereof and serve a written notice upon Seller in similar manner setting forth the time, place and date of final settlement. Seller hereby covenants to complete performance hereunder strictly in accordance with the terms of such notice.

8.3 At or prior to Closing, Seller shall deliver to Buyer:

(a) A fiduciary deed, duly executed and acknowledged by Seller and in proper form for recording;

(b) A settlement statement; and

(c) Any certificates, affidavits or other instruments as may be reasonably required by Buyer's title insurer as a condition to completion of Closing and issuance of any owner's policy of title insurance, including, but not limited to, an owner's affidavit.

9. Prorations/Expenses.

9.1 Prorations and Adjustments: The following items shall be adjusted and prorated as of the Closing Date between Seller and Buyer as follows:

9.1.1 All real estate taxes, charges and assessments affecting the Property shall be pro rated. County and Township real estate taxes shall be prorated on a Calendar year basis. School taxes shall be prorated on a fiscal year basis. If any of the same have not been finally assessed, as of the date of Closing, for the current fiscal year of the taxing authority, then the same shall be adjusted at Closing based upon the most recently issued bills therefor, and shall be re-adjusted immediately when and if final bills are issued.

9.1.2 Realty transfer taxes resulting from the conveyance from Seller to Buyer will be split and divided equally between Buyer and Seller.

9.2 Expenses. Each party shall pay all its own expenses incurred in connection with this Agreement and the transactions contemplated hereby, including, without limiting the generality of the foregoing, (i) all costs and expenses stated herein to be borne by a party, and (ii) all of their respective accounting and legal. Seller shall pay for the cost of deed preparation and matters of title clearance. Buyer shall pay for the cost of recording the deed, title search and title policy and a survey of the Property.

10. Quality of Title. Title to the Property shall be good and marketable and such as will be insured by a reputable title insurance company at regular rates. Title to the Property shall be conveyed free and clear of liens, claims and encumbrances, subject, however, to all matters set forth on Exhibit "B" and the following so long as they do not adversely affect Buyer's intended use of the Property or at any time require removal or alteration of existing improvements: (a) building and use restrictions of record; (b) vehicular or pedestrian easements of record affecting the Property; (c) water, sewer, gas, electric, cable television, and telephone lines or easements therefor of record or as presently installed; and (d) prior grants, reservations or leases of coal, oil, gas or other minerals as shown by instruments of record. In the event Seller shall not be able to convey title to the Property on the date of Closing in accordance with the foregoing provisions of this Agreement, then Buyer shall have the option, exercisable by written notice to Seller at or prior to Closing of (i) accepting at Closing such title as Seller is able to convey, with no deduction from or adjustment of the Purchase Price except for adjustment equal to the amount of any lien, judgment or other encumbrances of an ascertainable and liquidated amount together with interest and penalties thereon, if any; or (ii) declining to proceed to Closing; and in the latter event all obligations, liabilities and rights of the parties under this Agreement shall terminate, and the Escrow Funds shall be returned to Buyer.

11. Notices. All notices and other communications hereunder shall be in writing (whether or not a writing is expressly required hereby), and shall be deemed to have been given if hand delivered or sent by certified mail, return receipt requested or by recognized overnight carrier, then if and when delivered to and received by the respective parties at the below addresses (or at such other address as a party may hereafter designate for itself by notice to the other party as required hereby):

If to Seller:

Philip M. Teplitz and Matthew J. Teplitz, Trustees of the LZP McMurray Trust
307 South Dithridge Street, #912
Pittsburgh, PA 15213

with a copy to:

Robert L. Murphy, Esquire
Papernick & Gefsky, LLC
34th Floor, One Oxford Centre
301 Grant Street

Pittsburgh, PA 15219

If to Buyer:

Audia Group Investments, LLC
c/o Richard Violi, Esquire
450 Racetrack Road
Washington, PA 15301

With a copy to:

Tammy L. Ribar, Esquire
Houston Harbaugh, P.C.
Three Gateway Center
401 Liberty Avenue, 22nd Floor
Pittsburgh, PA 15222-1005
Phone: (412) 288-5018

12. Risk of Loss. Risk of loss and damage to the Property shall remain upon Seller until Closing; provided, however, that if prior to the Closing the Property or any part thereof is damaged, Buyer shall have the option to: (i) cancel this Agreement and receive a refund of the Escrow Funds from the Escrow Agent, in which event neither party shall have any further liability or obligation to the other hereunder, except as otherwise expressly set forth herein; or enforce this Agreement and obtain an assignment from Seller of all insurance proceeds payable as a result of such loss or damage, and all insurance proceeds theretofore paid in connection with such casualty shall be paid over to Buyer.

13. Municipal or Other Governmental Improvements. In the event of closing, Seller shall pay for all work and improvements resulting in an assessment against the Property where an ordinance or resolution authorizing such work or improvement is adopted or approved by a municipal or other public body or authority prior to the date of Closing. Buyer shall pay for all work and improvements resulting in an assessment against the Property where an ordinance or resolution authorizing such work or improvement is adopted or approved by a municipal or other public body or authority on or after the date of Closing.

14. Intentionally Deleted.

15. Brokers. Each party represents and warrants to the other that, it has not made any agreement or taken any action which may cause any person to become entitled to a commission or other compensation as a result of the transactions contemplated by this Agreement other than Jeffrey Ross of Howard Hanna Real Estate and Angela Gillot of Langholz Wilson Ellis, which Seller shall pay pursuant to a separate written agreement or agreements. Seller hereby authorizes the Escrow Agent to pay the commission from the proceeds of the sale. Each party will indemnify and defend the other from any and all claims, actual or threatened, for such commission or other compensation by any third person by reason of such party's breach of its representation or warranty contained in this Paragraph. This indemnification shall survive the Closing.

16. Sewage Facility. The Pennsylvania Sewage Facilities Act, 35 P.S. § 750.2 *et seq.*, as amended, requires that there be a statement regarding the availability of a community sewage system. The Property is serviced by a community sewage system.

17. Certification of Non-Foreign Status of Seller. Section 1445 of the U.S. Internal Revenue Code of 1986, 26 U.S.C. § 1445, as amended (the Foreign Investment in Real Property Tax Act of 1980, 26 U.S.C. §§ 861 *et seq.*, as amended) provides that a buyer of property located in the United States must withhold tax if the seller is a foreign person. Seller hereby certifies that Seller is not a foreign person within the meaning of Section 1445(b)(2) of the Internal Revenue Code. Seller understands that this certification may be disclosed to the Internal Revenue Service and that any false statement contained herein could be punished by fine, imprisonment, or both.

18. Survival of Representations and Warranties. All representations and warranties of Seller and Buyer in this Agreement shall survive delivery of the deed for the period provided under applicable statutes of limitation and, unless otherwise noted herein, are true, material, and relied upon by the other parties hereto in all respects, both as of the date of execution of this Agreement and as of the date of Closing.

19. Default.

19.1 In the event Seller materially fails to perform or breaches any of its representations, warranties or covenants to be performed by Seller under this Agreement, or Seller materially misrepresent any fact or circumstance, Buyer shall be entitled (a) to enforce specific performance of this Agreement, or (b) to terminate this agreement and have the Escrow Funds, together with any and all accrued interest, returned to Buyer.

19.2 If Buyer defaults in its performance of any term, covenant, condition, or obligation under this Agreement, including the obligation of Buyer to purchase the Property if all conditions precedent to such obligations have been satisfied, Seller shall be entitled to receive as complete liquidated damages (a) the Escrow Funds, together with accrued interest, as liquidated damages, and (b) copies of any and all engineering studies, site plans, surveys, environmental reports, traffic studies and similar material owned by Buyer and prepared by or for Buyer or its agents or employees in connection with the contemplated development of the Property. The parties acknowledge that the Escrow Funds represent a reasonable effort to ascertain the damages to Seller in the event of a Buyer default, which damages are difficult or impossible to quantify. Seller waives all other remedies.

20. Eminent Domain. If the Property or any part thereof is taken by eminent domain after the Effective Date of this Agreement and prior to Closing, Buyer shall have the option to: (a) terminate this Agreement, by written notice to Seller within ten (10) days of receipt of notice of condemnation, whereupon the Escrow Funds shall forthwith be paid to Buyer and, upon such payment, Seller and Buyer shall be relieved of liability hereunder except as otherwise expressly set forth herein, or (b) elect to proceed with this Agreement and pay the full consideration, in which event Seller shall assign to Buyer all damages to which Seller may be entitled and which may be assigned by Seller pursuant to the Pennsylvania Eminent Domain Code, 26 P.S. § 1-101 *et seq.*, as amended. Within five (5) days after notification of any such taking, but in no event later than the Closing, Seller shall notify Buyer of its election thereof.

21. Good Faith and Reasonableness Implied. In all matters contained herein, both parties shall have an implied obligation of good faith and reasonableness.

22. Waiver of Tender. Formal tender of deed and of purchase price are hereby waived.

23. Entire Contract. This Agreement constitutes the entire contract between the parties hereto, and there are no other understandings, oral or written, relating to the subject matter hereof. This Agreement may not be changed, modified, or amended, in whole or in part, except in writing signed by all parties affected thereby. Wherever used in this Agreement, the singular shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

24. Binding Effect. This Agreement and all of its terms and conditions shall extend to and be binding upon the parties hereto and upon their respective heirs, executors, administrators, successors, and assigns.

25. Contract Formation; Counterparts. This Agreement is effective only upon execution and delivery by all parties hereto. This Agreement may be executed in any number of counterparts, each of which, when executed, shall be deemed an original.

26. Headings. The headings preceding the text of the paragraphs and subparagraphs hereof are inserted solely for convenience of reference and shall not constitute a part of this Agreement, nor shall they affect its meaning, construction or effect.

27. Calculation of Time. Whenever used herein, unless expressly provided otherwise, the term "days" shall mean consecutive calendar days, except that if the expiration of any time period measured in days occurs on a Saturday, Sunday, legal holiday or other day when federal offices are closed in Pittsburgh, PA, such expiration shall automatically be extended to the next business day.

28. Coal Notice. NOTICE: THIS DOCUMENT MAY NOT SELL, CONVEY, TRANSFER, INCLUDE OR INSURE THE TITLE TO THE COAL AND RIGHT OF SUPPORT UNDERNEATH THE SURFACE LAND DESCRIBED OR REFERRED TO HEREIN, AND THE OWNER OR OWNERS OF SUCH COAL MAY HAVE THE COMPLETE LEGAL RIGHT TO REMOVE ALL OF SUCH COAL AND IN THAT CONNECTION, DAMAGE MAY RESULT TO THE SURFACE OF THE LAND AND ANY HOUSE, BUILDING OR OTHER STRUCTURE ON OR IN SUCH LAND, THE INCLUSION OF THIS NOTICE DOES NOT ENLARGE, RESTRICT OR MODIFY ANY LEGAL RIGHTS OR ESTATES OTHERWISE CREATED, TRANSFERRED, EXCEPTED OR RESERVED BY THIS INSTRUMENT. (This notice is set forth in the manner provided in Section 1 of the Act of July 17, 1957, P.L. 984, as amended, and is not intended as notice of unrecorded instruments, if any.)

29. Recording. Buyer shall not record this Agreement and any such recording shall render this Agreement voidable at the option of Seller.

30. As-is Condition. Buyer hereby acknowledges that, except as otherwise stated in this Agreement, Buyer is purchasing the Property in its existing condition, AS-IS, and shall, by

the time called for herein, make or have waived all inspections of the Property Buyer believes are necessary to protect its own interest in, and its contemplated use of, the Property.

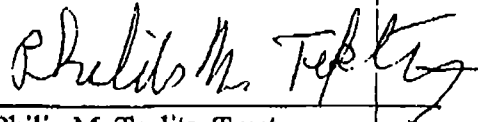
31. Non-Reliance. The parties agree that, except as otherwise stated in this Agreement, no representations, warranties, inducements, promises, agreements, or assurances, oral or written, concerning the Property or any aspect of the federal Occupational Safety and Health Act of 1970, 29 U.S.C. §§ 651 et seq., as amended, the federal Americans with Disabilities Act of 1990, 42 USC § § 12101 et seq., as amended, federal and state hazardous-substance laws, or any other act, ordinance, or law, have been made or given by either party or Broker, or relied upon by either party hereto.

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[SIGNATURE PAGE TO FOLLOW]

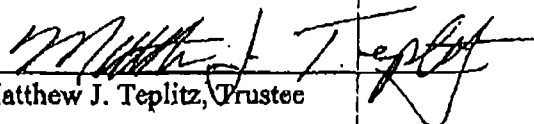
IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties have executed and delivered this Agreement as of the dates written below.

SELLER:

LZP McMURRAY TRUST



Philip M. Teplitz, Trustee



Matthew J. Teplitz, Trustee

Date: February 17, 2011

BUYER:

AUDIA GROUP INVESTMENTS, LLC

By: _____
Richard Violi, Vice President &
General Counsel

Date: February ____, 2011

IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties have executed and delivered this Agreement as of the dates written below.

SELLER:

LZP McMURRAY TRUST

Philip M. Teplitz, Trustee

Matthew J. Teplitz, Trustee

Date: February ____, 2011

BUYER:

AUDIA GROUP INVESTMENTS, LLC

By: *Richard Violi*
Richard Violi, Vice President &
General Counsel

Date: February 17, 2011

EXHIBIT "A"
Legal Description

ALL that certain tract of land situate on the southerly side of the present center line of the State Highway, also known as U.S. Traffic Route 19, in Peters Township, Washington County, Pennsylvania, being more particularly bounded and described as follows:

BEGINNING at a point in the original center line of the State of Highway, also known as U.S. Traffic Route 19, at the northeast corner of a parcel heretofore conveyed by William H. Orr, et ux. et al., to Keith Wyant Gates et ux., by deed dated December 12, 1962 and recorded in the office of the Recorder of Deeds in and for Washington County aforesaid, in Deed Book Vol. 1144, page 505; thence from said point of beginning and along the center line of the State Highway known as U.S. Traffic Route 19 aforesaid, North 67° 00' 30" East, a distance of 200.00 feet to a point in the center line of same; thence crossing and center line of the State Highway known as U.S. Traffic Route 19 aforesaid, North 67° 00' 30" East, a distance of 200.00 feet to a point in the center line of same; thence crossing and leaving said highway and continuing along other and adjacent lands now or formerly of William H. Orr et al., South 25° 21' 43" East, a distance of 350.99 feet to a point; thence continuing by the same South 67° 00' 30" West, a distance of 200.00 feet to a point at the southeast corner of lands heretofore conveyed to Keith Wyant Gates as aforesaid; thence along said last mentioned lands North 25° 21' 43" West, a distance of 350.99 feet to a point in the center line of the State Highway, also known as U.S. Traffic Route 19, first above mentioned, the place of beginning.

TOGETHER WITH all of Grantor's right, title and interest in and to and UNDER AND SUBJECT TO a certain cross easement and maintenance agreement by and between Robert Hammel, et ux., et al., and John C. Cwik, M.D., and Timothy J. Cwik, dated December 22, 1987, and recorded in the office of the Recorder of Deeds in and for Washington County, Pennsylvania, in Deed Book Volume 2338, page 11.

UNDER AND SUBJECT TO all matters of record and all physical conditions, now existing or hereafter developing, relative to the subject property, including but not limited to the restrictions set forth and/or referenced in the deed recorded in Deed Book Volume 1200, Page 513.

TAX PARCEL NO. 540-009-00-00-0037-00.

EXHIBIT "B"

1. Rights granted to The Manufacturers Light and Heat Company as set forth in Book 432 page 521 and Book 778 page 355.
2. Rights granted to Sinclair Refining Company as set forth in Book 664 page 545.
3. Rights granted to The Bell Telephone Company of Pennsylvania as set forth in Book 951 page 162.
4. Rights granted to West Penn Power Company as set forth in Book 989 page 416.
5. Cross Easement and Maintenance Agreement as set forth in Book 2338 page 11.
6. An oil and gas lease executed by R.E. Orr and Anna C. Orr as lessor and R. E. Hoskinson as lessee, recorded 6/5/1937 as Book 611 page 627 of Official Records.
7. An oil and gas lease executed by Robert E. Orr and Anna C. Orr as lessor and The Manufacturers. Light and Heat Co. as lessee, recorded 9/6/1941 as Book 649 page 651 of Official Records.
8. An oil and gas lease executed by Robert E. Orr and Anna C. Orr as lessor and The Manufacturers Light and Heat Co. as lessee, recorded 8/24/1946 as Book 717 page 352 of Official Records.
9. An oil and gas lease executed by Annie C. Orr, William H. Orr, W. Robert Orr and Florence Orr as lessor and The Manufacturers Light and Heat Co. as lessee, recorded 5/10/1951 as Book 781 page 309 of Official Records.
10. Easements, rights of way and restrictions as set forth in Book 1200 page 513 and Book 1061 page 628.