

FIRST AMENDMENT  
TO  
REAFFIRMATION, SETTLEMENT AND AMENDMENT AGREEMENT

THIS FIRST AMENDMENT TO REAFFIRMATION, SETTLEMENT AND AMENDMENT AGREEMENT ("Amendment") is made as of the 31 day of March, 2009, among NORTH SHORE DEVELOPERS, L.P., a Pennsylvania limited partnership ("Optionee"), the STADIUM AUTHORITY OF THE CITY OF PITTSBURGH, a body corporate and politic existing under the laws of the Commonwealth of Pennsylvania ("Optionor"), and CONTINENTAL/ROCKBRIDGE NORTH SHORE HOTEL, L.P., an Ohio limited partnership ("Buyer").

WITNESSETH:

WHEREAS, Optionee and Optionor entered into that certain Reaffirmation, Settlement and Amendment Agreement, dated December 30, 2008 (the "Agreement"), and Buyer acknowledged and agreed to be bound by the Agreement;

WHEREAS, pursuant to the Agreement, among other things, Optionor conveyed to Buyer Lot 9R of the North Shore Subdivision Plan, located in the 22<sup>nd</sup> Ward, City of Pittsburgh, Allegheny County, Pennsylvania, as more fully described in the Agreement (the "Property");

WHEREAS, pursuant to Section 2(i) of the Agreement, the parties agreed that construction on the Property in accordance with the approved Site Improvement Plan would commence within one hundred twenty (120) days after the Hotel Closing ("Construction Commencement Date"); and

WHEREAS, the parties wish to amend the Agreement in the manner set forth herein to extend the Construction Commencement Date.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged and intending to be legally bound, the parties hereby agree as follows:

1. Extension of Construction Commencement Date. The (i) third and fourth lines and (ii) seventh line of Section 2(i) of the Agreement are hereby amended by striking in each such line the words "one hundred and twenty (120)" and inserting in their place the words "one hundred and eighty two (182)"

2. Effects of Amendment. The parties hereby acknowledge and agree that the Special Warranty Deed for the Property from Optionor to Buyer, dated December 30, 2008 ("Deed"), makes reference to the "Construction Commencement Date" and that term as used in the Deed shall now mean June 30, 2009. Except as expressly modified by this Amendment, the Agreement and Deed shall remain unmodified and in full force and effect, including, without limitation, all other dates provided for in the Agreement and Deed shall remain unchanged including the Closing Date for the fifth (5<sup>th</sup>) Take Down Tract as set forth in Section 3 of the Agreement shall continue to be December 31, 2010, and construction on the Property in

accordance with the approved Site Improvement Plan shall be substantially completed within twenty-four (24) months of December 30, 2008 as set forth on Page 2 of the Deed. Upon written request from Optionor, Optionee or Buyer, the other parties shall execute any commercially reasonable document required or reasonably necessary to further evidence the change of the Construction Commencement Date to June 30, 2009; which document shall be reasonably acceptable to Optionor, Optionee and Buyer in form and substance, including, without limitation, such document shall be in a form proper for recording in the Allegheny County Department of Real Estate.

3. Entire Agreement. The Agreement, as amended by this Amendment, sets forth all of the promises, covenants, agreements and conditions between the parties hereto with respect to the subject matter hereof.

4. Counterparts. This Amendment may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which together shall be deemed to be one and the same instrument.

5. Defined Terms. All capitalized terms used herein but not defined herein shall have the meanings ascribed to such terms in the Agreement.

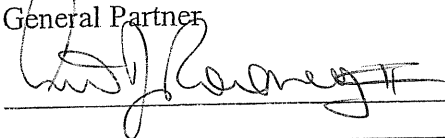
[Signature Page Follows]

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

OPTIONEE:

NORTH SHORE DEVELOPERS, L.P.

By: NShore General, LLC  
Its: General Partner

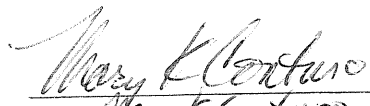
By:   
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: Home Run Development, LLC  
Its: General Partner

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

OPTIONOR:

STADIUM AUTHORITY OF THE CITY OF  
PITTSBURGH

By:   
Name: Mary K. Conturo  
Title: Executive Director

BUYER:

CONTINENTAL/ROCKBRIDGE NORTH  
SHORE HOTEL, L.P.

By: Continental/Rockbridge Hotel GP, LLC  
Its: General Partner

By: Continental Hotel Holdings, Ltd.  
Its: Authorized Manager

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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

OPTIONEE:

NORTH SHORE DEVELOPERS, L.P.

By: NShore General, LLC  
Its: General Partner

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: Home Run Development, LLC  
Its: General Partner

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

OPTIONOR:

STADIUM AUTHORITY OF THE CITY OF  
PITTSBURGH

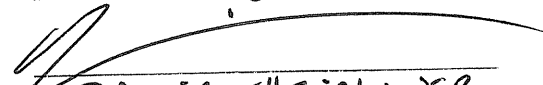
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

BUYER:

CONTINENTAL/ROCKBRIDGE NORTH  
SHORE HOTEL, L.P.

By: Continental/Rockbridge Hotel GP, LLC  
Its: General Partner

By: Continental Hotel Holdings, Ltd.  
Its: Authorized Manager

By:   
Name: DAVID SHEIDLOWER  
Title: VICE PRESIDENT

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

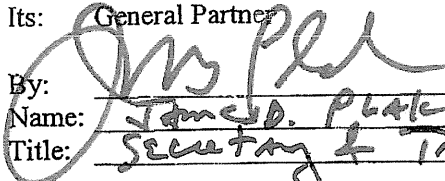
OPTIONEE:

NORTH SHORE DEVELOPERS, L.P.

By: NShore General, LLC  
Its: General Partner

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: Home Run Development, LLC  
Its: General Partner

By:   
Name: James D. Plalce  
Title: Secretary & Treasurer

OPTIONOR:

STADIUM AUTHORITY OF THE CITY OF  
PITTSBURGH

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

BUYER:

CONTINENTAL/ROCKBRIDGE NORTH  
SHORE HOTEL, L.P.

By: Continental/Rockbridge Hotel GP, LLC  
Its: General Partner

By: Continental Hotel Holdings, Ltd.  
Its: Authorized Manager

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_