

SHORT LEASE

(and Notice of Assignment thereof and Lessee's consent thereto)

THIS SHORT LEASE, made and entered into this 21st day of August, 1958, by and between TREMARCO CORPORATION, a Delaware corporation of 341 Fourth Avenue, Pittsburgh 22, Pennsylvania (hereinafter called Lessor), and GULF OIL CORPORATION, a Pennsylvania corporation of 439 7th Avenue, Pittsburgh 19, Pennsylvania (hereinafter called Lessee),

WITNESSETH:

WHEREAS, Lessor and Lessee have entered into a Lease dated as of August 1, 1958 (hereinafter called "Lease Agreement") whereby Lessor has let and demised to Lessee the premises described on Schedule I annexed hereto, and Lessor has therein granted and created in favor of Lessee certain options and rights, a copy of said Lease Agreement being held by Tremarco Corporation at its office at 341 Fourth Avenue, Pittsburgh 22, Pennsylvania; and

WHEREAS, Lessor and Lessee desire to enter into this Short Lease which is to be recorded in order that third parties may have notice of the estate of Lessee and of said Lease Agreement.

NOW, THEREFORE, the Lessor, in consideration of the rents and covenants provided for in said Lease Agreement to be paid and performed by Lessee, does hereby let and demise unto Lessee the premises particularly described on Schedule I annexed hereto and made a part hereof, together with all buildings, structures, fixtures and improvements constructed and to be constructed thereon and all easements, rights and appurtenances thereto. Said property and improvements are sometimes hereinafter collectively referred to as "said premises".

Term of this Lease shall begin on the date hereof or on the date on which Lessee took possession of the premises, whichever is earlier, and shall continue through a Basic Term of 25 years commencing on the 1st day of October, 1958 and ending on the last day of September, 1983.

Lessee is hereby given the right at its option to extend the term of this Lease for seven (7) successive periods of five years each following the expiration of the original term hereof at the rental provided for in paragraph 15 of said Lease Agreement. Such options may and shall only be exercised by giving written notice to Lessor not less than 90 days prior to the expiration of the term then in effect. Each such renewal period shall otherwise be on the terms and conditions set forth in said Lease Agreement and with the same options and rights except that the number of renewal periods shall be reduced by one upon each such renewal.

Lessee shall have the right at any time during the term hereof to alter any buildings or structures hereby leased, as set forth in paragraph 10 of said Lease Agreement. Lessor hereby grants to Lessee the options to purchase the said premises as set forth in paragraphs 3(b) and 12 of said Lease Agreement.

All of the terms, conditions, provisions, and covenants of the said Lease Agreement are incorporated in this Short Lease by reference as though written out at length herein and both the said Lease Agreement and this Short Lease shall be deemed to constitute a single instrument or document.

Said Tremarco Corporation, the Lessor aforesaid, for a good and valuable consideration, the receipt whereof is hereby acknowledged, in further compliance with the provisions of a Mortgage and Deed of Trust dated August 12, 1958 from Lessor to Mellon National Bank and Trust Company, a national banking association having its principal office and place of business at Mellon Square, Pittsburgh 30, Pennsylvania and D. A. Hazlett, residing at 140 Crestvue Manor Drive, Pittsburgh 28, Allegheny County, Pennsylvania, as Trustees, and as security for the payment of the principal of (and premium, if any) and interest on its 4 3/8% Note referred to in said Mortgage and Deed of Trust and its First Mortgage 4 3/8% Bonds, Series F to be issued under an Indenture of Mortgage and Deed of Trust dated as of August 8, 1958 from Lessor to said Trustees, has assigned, transferred, conveyed and set over to said Trustees all of Lessor's estate, right, title and interest in, to and under this Short Lease and the Lease Agreement, including all extended or renewed terms thereof, together with all rents, rights, powers, privileges, options and other benefits of Lessor thereunder including, but not by way of limitation, the immediate right to receive and collect all rents, income, revenues, issues, profits, moneys and security payable or receivable thereunder or pursuant to any of the provisions thereof, whether as rents or as the purchase price of the said premises or otherwise, and to make all waivers and agreements, give all notices, consents and releases and do any and all other things whatsoever which Lessor is or may become entitled to do thereunder.

Lessee has consented to the said assignment, and has agreed to pay and deliver to MELLON NATIONAL BANK AND TRUST COMPANY, Trustee, as hereinabove provided, all rents and other moneys and security assigned to said Trustees, and to deliver all notices and other instruments whatsoever, or copies thereof, which may be delivered by it under this Short Lease or the Lease Agreement.

IN WITNESS WHEREOF the parties hereto have executed this Short Lease, in triplicate, as of the date first above written.

TREMARCO CORPORATION

By

W. B. LOWE

Vice President

Signed, sealed and delivered in the presence of:

Attest:

R. L. REESE

Assistant Secretary

G. P. MacCord

L. A. HUFFMAN

GULF OIL CORPORATION

By

Division General Manager

G. E. Millican

H. T. Hooper, Jr.

C. B. Barrentine

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Handwritten notes: "Deed BK 1213 pg 84", "May 22, 1984", "36746"