

FIRST AMENDMENT TO MEMORANDUM OF AGREEMENT

THIS FIRST AMENDMENT TO THE MEMORANDUM AGREEMENT (the "Amendment"), effective this 9th day of March, 2018, is made by and between the URBAN REDEVELOPMENT AUTHORITY OF PITTSBURGH, a redevelopment authority established and existing under the Urban Redevelopment Law, 35 P.S §§ 1701 *et. seq.* and located at 200 Ross St., Pittsburgh, Pennsylvania 15219 (the "URA"), and PITTSBURGH LAND BANK (the "Land Bank"), a land bank organized and existing under Pennsylvania law, 68 Pa. C. S. §2101, *et seq.* (the "Pennsylvania Land Bank Law"), with an address of c/o Urban Redevelopment Authority of Pittsburgh, Land Bank Administrator, 200 Ross Street, Pittsburgh, Pennsylvania 15219, Attn: Director of Real Estate. The URA and the Land Bank may hereinafter be collectively referred to as the "Parties".

RECITALS

WHEREAS, by Memorandum of Agreement effective February 12, 2016, the Land Bank and the URA agreed that the URA would act as administrator of the Land Bank (the "MOA"); and

WHEREAS, the Land Bank and the URA have agreed to amend the MOA on the terms and conditions set forth herein; and

WHEREAS, the Land Bank is authorized to enter into this Amendment pursuant to an action taken at its December 8, 2017 meeting; and

WHEREAS, the URA is authorized to enter into this Amendment pursuant to URA Board of Director's Resolution 120 (2017), passed at the April, 2017 Meeting.

AGREEMENT

NOW, THEREFORE, for and in consideration of the mutual promises contained herein, and intending to be legally bound hereby, the Parties agree as follows:

1. **INCORPORATION.**

Each capitalized term used herein as a defined term in this Amendment but not otherwise defined herein shall have the meaning ascribed to such term in the Agreement. The Recitals of this Amendment are incorporated into the substantive provisions of this Amendment and shall be binding upon the parties as if expressly set forth herein in the body of this Amendment.

2. **MOA RECITALS.**

Pursuant to URA Board of Director's Resolution ____ (2017), also passed at the April, 2017 Meeting, the fifth (5th) recital of the MOA is deleted in its entirety and replaced with the following:

WHEREAS, the URA is authorized to enter into this MOA pursuant to URA Board of Director's Resolution No. 319 (2015), as amended by URA Board of Director's Resolution _____ (2017).

3. TERMINATION.

Section 9 of the MOA is deleted in its entirety and replaced with the following:

9. Term and Termination.

- (a) This initial term of this MOA shall begin on the date hereof and end on March 31, 2019. This MOA shall then automatically renew for subsequent one-year terms unless otherwise terminated pursuant to this Section 9.
- (b) Notwithstanding any provisions to the contrary contained herein, this MOA may be terminated by either party, with or without cause, upon thirty (30) days written notice to the other.

4. SEVERABILITY

If a provision of this Amendment is declared null and void, the remaining provisions of this Amendment shall remain in full force and effect.

5. GOVERNING LAW

This Amendment shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, without regard to its principles of conflicts of law.

6. CONSTRUCTION AND AMENDMENT

This Amendment and the Agreement constitute the entire agreement between the Parties pertaining to the subject matter hereof. This Amendment may not be changed, amended or terminated orally but only by an agreement in writing signed by the party against whom enforcement of any change, amendment or termination is sought. This Amendment has been negotiated jointly by and between the Parties. The principle of contract interpretation that ambiguous language is construed against the drafter shall not apply to the interpretation of this Amendment. In the event of any conflict between any provisions of the Agreement and/or this Amendment, the provisions of this Amendment shall control.

7. EFFECT OF AMENDMENT. As amended by this Amendment, the terms of the MOA shall remain in full force and effect, and are ratified and confirmed by the Land Bank and the URA.

8. COUNTERPARTS

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

[SIGNATURE PAGE FOLLOWS]


IN WITNESS WHEREOF, the Parties hereto, intending to be legally bound, execute this Amendment, effective as of the date first written above.

ATTEST:

**URBAN REDEVELOPMENT AUTHORITY
OF PITTSBURGH:**



Assistant Secretary

By: 

Robert Rubinstein
Executive Director

APPROVED AS TO LEGAL FORM:




Attorney, Urban Redevelopment Authority
of Pittsburgh

WITNESS/ATTEST:

PITTSBURGH LAND BANK:



By: 

Name: Ricky Burgess
Title: Chair, Board of Directors