

EXHIBIT D

Non-Disturbance Agreement/Landlord to Subtenant

NON-DISTURBANCE AGREEMENT

THIS AGREEMENT ("this Agreement") is made as of _____, _____, by and between the Canal Place Preservation and Development Authority ("Landlord") and _____ ("Subtenant").

Recitals

H. By Sublease dated _____, _____ (the "Sublease"), Trestle Development, LLC ("Tenant") has Subleased to Subtenant and Subtenant has rented from Tenant, the following premises: _____ (the "Premises") being a part of the Leased Premises described in Exhibit A of the Amended Lease Agreement.

I. In accordance with the terms of Section 8.2.2 of the Amended Lease Agreement, Landlord is required to enter into this non-disturbance agreement with Subtenant to preserve Subtenant's rights and interests in the Sublease in the event Tenant's rights to the Premises revert back to Landlord.

NOW, FOR AND IN consideration of the Recitals above, and the mutual covenants contained in this Agreement, the parties agree as follows:

1. Landlord agrees with Subtenant that, provided (a) no default exists, and (b) no event has occurred, which has continued to exist for a period of time (after notice, if any, required by the Sublease) that would entitle the Tenant under the Sublease to terminate the Sublease or would cause, without any further action of the Tenant, the termination of the Sublease or would entitle the Tenant to dispossess Subtenant, then the Sublease shall not be terminated, nor shall Subtenant's use, possession, or enjoyment of the Premises be interfered with, nor shall the subleasehold estate granted by the Sublease be affected in any other manner, or any action or proceeding instituted under or in connection with the Amended Lease, including as a result of any reversion of Tenant's rights to the Premises to Landlord pursuant to Section 8.2.2 of the Amended Lease.

2. Subtenant acknowledges and agrees that Subtenant's estate is subordinate to the Amended Lease and that should Tenant's leasehold interest in the Premises be transferred to and owned by a person, firm, or corporation other than the Tenant by reason of foreclosure or other proceedings brought pursuant to the Amended Lease, Subtenant shall attorn to and be bound to the transferee under all of the terms, covenants, and conditions of the Sublease for the balance of the remaining term of the Sublease and any extensions or renewals of the Sublease, with the

same force and effect as if the transferee were the landlord under the Sublease, and Subtenant hereby agrees to attorn to the transferee as its landlord. The attornment shall be effective and self-operative, immediately on the transferee succeeding to the interest of the Tenant in the Premises, without the necessity of executing any further instruments.

3. Subtenant agrees that no transferee succeeding to the interest of Tenant under the Sublease in any foreclosure or any action or proceeding instituted under or in connection with the Amended Lease shall be (a) liable for any act or omission of Subtenant under the Sublease, (b) subject to any offsets or defenses that Subtenant might have against Tenant, (c) bound by any rent or additional rent that Subtenant might have paid for more than the current month to Tenant, or (d) bound by any amendment or modification of the Sublease made without Landlord's prior written consent. Subtenant further agrees that it will not voluntarily subordinate the Sublease to any lien or encumbrance other than the lien created by the Amended Lease without Landlord's prior written consent.

4. Subtenant agrees with Tenant and Landlord that Subtenant's interest under the Sublease shall not be assigned by it, without the prior written approval of the Tenant and Landlord, unless assignment is specifically permitted by the terms of the Sublease.

5. Subtenant agrees at all times to fully comply with all of its covenants and agreements contained in the Sublease, and agrees not to modify, surrender, merge, or assign the Sublease without first obtaining written consent from Landlord. If Tenant is in default in the performance of any obligation to Subtenant imposed on Tenant by the Sublease, Subtenant, before exercising any rights accruing to it by virtue of the default, shall first give Landlord notice of the default and Landlord shall have thirty (30) days from the date of receipt of notice to cure the default.

6. The word "Sublease" means the Sublease as originally executed by Tenant and Subtenant, as amended or modified by written agreements after the date of this Agreement, between Tenant and Subtenant and consented to by Landlord. The words "foreclosure" and "foreclosure sale" include the acquisition of Tenant's estate in the Premises by voluntary deed (or assignment) in lieu of foreclosure. The word "Landlord" includes the Landlord and any successor. The word "transferee" includes anyone who succeeds to Tenant's interest in the Premises by, through, or under the terms of the Amended Lease. The word "successor" includes, but is not be limited to, the heirs, personal representatives, successors, or assigns of the parties to this Agreement and of any other party acquiring the interest in the Premises of any party to this Agreement.

7. All of the terms, covenants, and conditions of this Agreement shall run with the land and shall be binding on and inure to the benefit of the Tenant, Subtenant, and Landlord, and their respective successors and assigns.

WITNESS, the parties to this Agreement have caused this Agreement to be properly executed and sealed the date first written above.

WITNESS:

SUBTENANT

("Sub-Tenant")

(SEAL)

By: _____

CANAL PLACE PRESERVATION AND
DEVELOPMENT AUTHORITY

("Landlord")

(SEAL)

Howard A. Buchanan

Howard A. Buchanan
Chairman

Approved as to Form and Legal
Sufficiency this ___ day of

_____, _____

Assistant Attorney General

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF BLAIR

I HEREBY CERTIFY, that on this ___ day of _____, in the year 2008, before the subscriber, personally appeared Leonard S. Fiore, Jr. who acknowledged that he executed the foregoing instrument for the purposes therein contained.

Notary Public

My commission Expires:

STATE OF MARYLAND

COUNTY OF Allegany

I HEREBY CERTIFY, that on this 3rd day of March, in the year 2008, before the subscriber, personally appeared Howard A. Buchanan, and acknowledged that he executed the foregoing instrument for the purposes therein contained as the fully authorized Chairman of the Canal Place Preservation and Development Authority.

Shawn S. Clark
Notary Public

My commission Expires: 03-23-2012

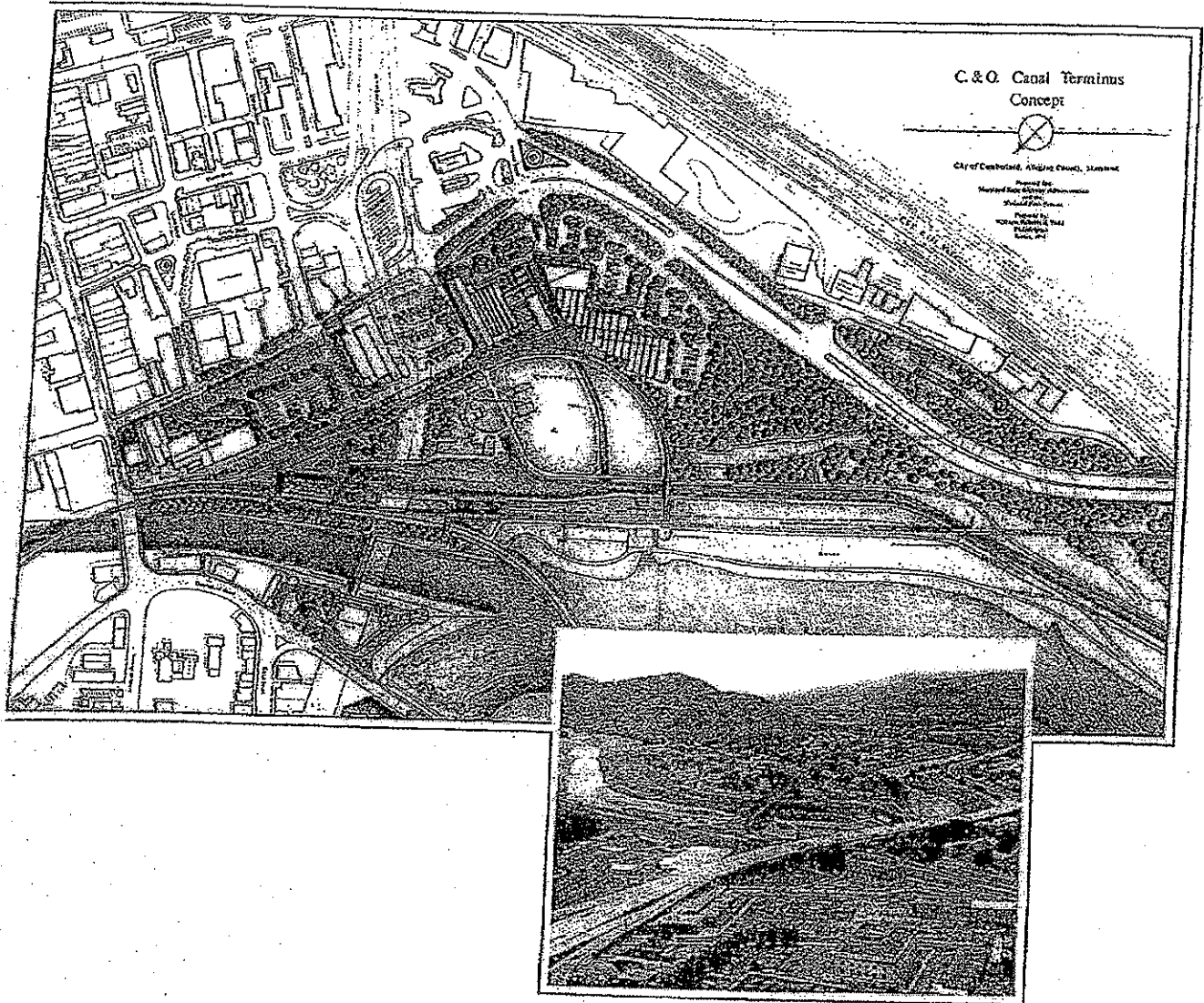
EXHIBIT E

Canal Place Heritage Area Management Plan

That certain Canal Place Management Plan, dated October 1995, prepared for the Canal Place Preservation and Development Authority by Wallace Roberts & Todd et al., the initial pages, Table of Contents and List of Maps for which are attached hereto as Exhibit E, pages 1-4, and the Canal Place Heritage Area Management Plan Update, dated July 2002, prepared for the Canal Place Preservation and Development Authority by HRG Consultants, Inc., et al, the initial pages and Table of Contents for which are attached hereto as Exhibit E, pages 5-7.

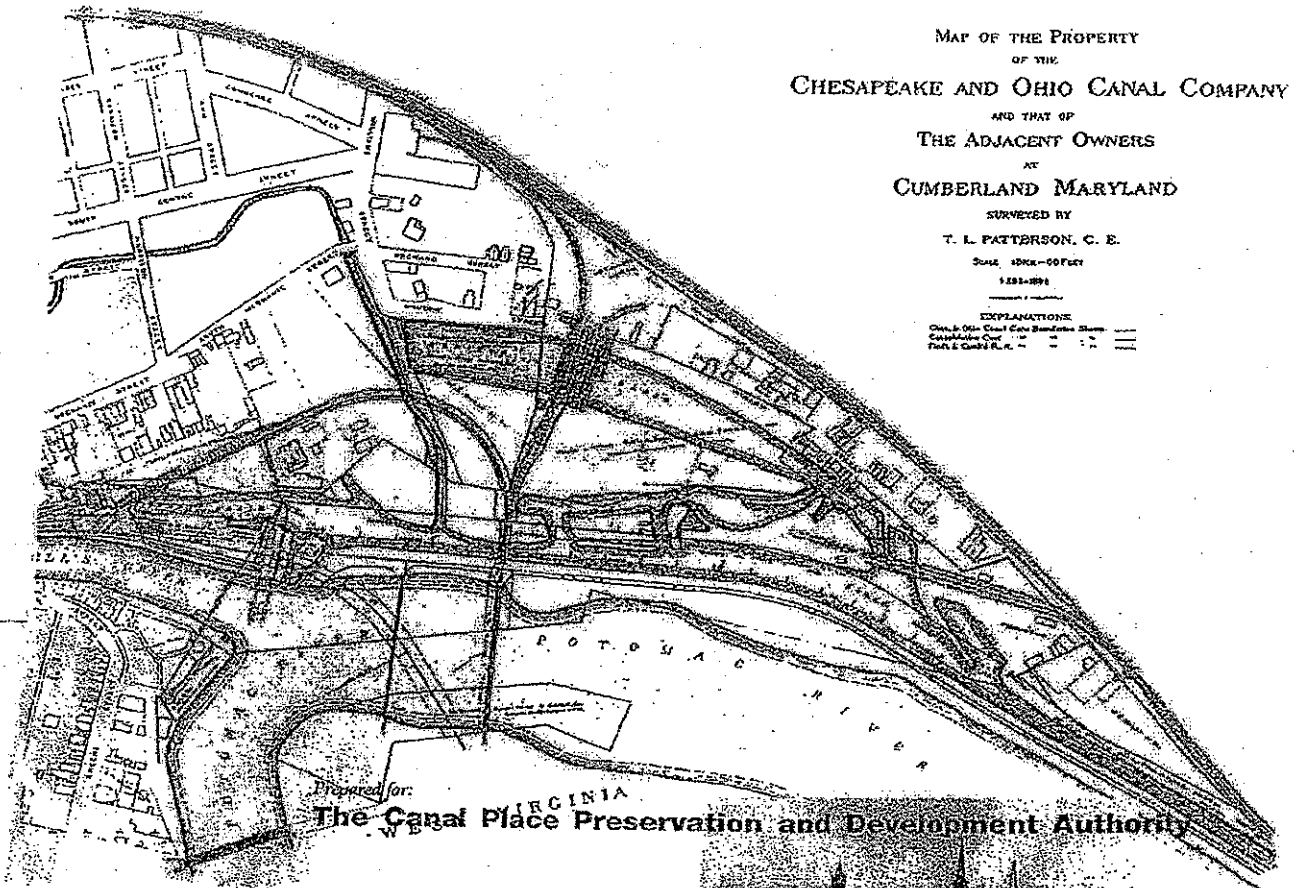
CANAL PLACE MANAGEMENT PLAN

CUMBERLAND, MARYLAND



Prepared for:
The Canal Place Preservation and Development Authority

Canal Place Management Plan



October 1995

Prepared by:

Wallace Roberts & Todd

with:

Christopher Chadbourne Associates

Clarion Associates, Inc.

Mary Means & Associates

RIVA Market Research, Inc.

Rummel Klepper & Kahl



The preparation of this report was financed in part by a grant from the Appalachian Regional Commission as administered by the Maryland Office of Planning.

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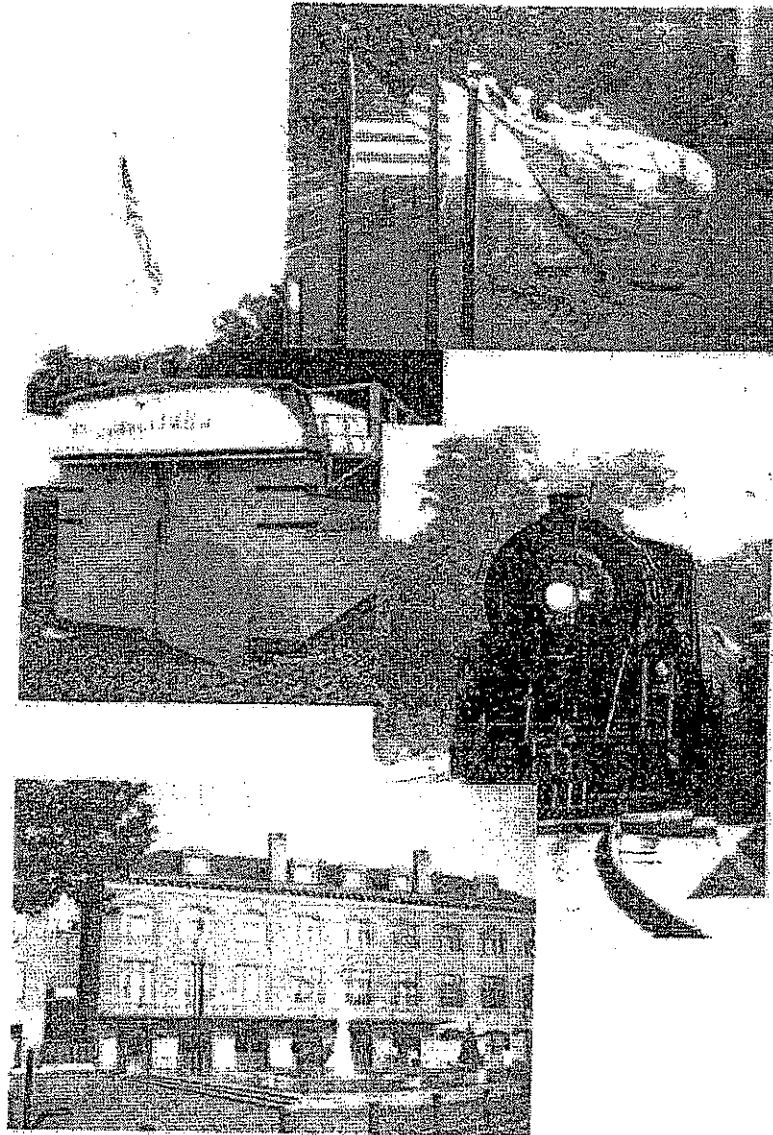
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Canal Place Heritage Area

MANAGEMENT PLAN UPDATE



C U M B E R L A N D , M A R Y L A N D
J U L Y 2 0 0 2

HERITAGE AREA

Canal Place Heritage Area Management Plan Update



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Urban Asset Management

Preparation of this document was financed in part through a grant from the Maryland Heritage Areas Authority and the Appalachian Regional Commission as administered by the Maryland Department of Planning.

July 2002

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HERITAGE AREA

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