

**AMENDMENT
TO
EMPLOYMENT AGREEMENT**

THIS AMENDMENT is made to an Employment Agreement (the “Employment Agreement”), dated May 26, 2006, by and between Port Authority of Allegheny County, a body corporate and politic, organized and existing under the laws of the Commonwealth of Pennsylvania, (hereinafter called the “Authority”) and Stephen G. Bland (hereinafter called “Employee”).

W I T N E S S E T H

Authority employs Employee as its General Manager/Chief Executive Officer on the terms and conditions contained in the Employment Agreement, and Employee and Authority now desire to amend the Employment Agreement in certain respects.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, and intending to be legally bound, the parties agree as follows:

1. Paragraph 2a. of the Employment Agreement is revised to provide that Employee’s base salary of \$180,000 will not be increased at any time prior to July, 2009.

2. Paragraph 2b. of the Employment Agreement is revised to delete the \$15,000.00 contribution to be made by the Authority to the Plan on behalf of the Employee, effective July 1, 2007.

3. Effective January 1, 2008, Paragraph 2c. of the Employment Agreement shall be deleted and the following shall be substituted therefor:

2c. All fringe benefits provided by Authority to its non-represented employees, including but not limited to, medical, dental, life and optical insurance; sick, personal and vacation days; and participation in Authority’s Pension Plan for Non-Represented Employees, subject to all the terms and conditions thereof;

provided that all sick, personal and vacation days shall accrue to Employee in accordance with accrual procedures for similar benefits for all non-represented employees; and provided further that, to the extent the fringe benefits provided by Authority to non-represented employees are enhanced, Employee shall benefit from any such enhancements.

4. Employee shall contribute to Authority's medical, dental and optical insurance in the same amount and manner as Authority's other non-represented employees.

5. Paragraph 3 of the Employment Agreement is deleted, effective September, 2006.

6. In all other respects, the terms and conditions contained in the Employment Agreement are hereby ratified and confirmed.

IN WITNESS WHEREOF, Authority has caused this instrument to be executed by its Chairman, and its corporate seal thereto affixed, attested by its Assistant Secretary, and Employee has hereunto set his hand and seal this _____ day of March, 2007.

ATTEST:

PORT AUTHORITY OF ALLEGHENY
COUNTY

Assistant Secretary

By: _____
Chairman of the Board

WITNESS:

Stephen G. Bland