

2020 AMENDMENT AGREEMENT

This 2020 Amendment Agreement (herein "**Amendment**") is made and entered into as of the 31st day of August, 2020, between the STADIUM AUTHORITY OF THE CITY OF PITTSBURGH, a body corporate and politic existing under the laws of the Commonwealth of Pennsylvania (the "**Optionor**") and NORTH SHORE DEVELOPERS - 2013, LP, a Pennsylvania limited partnership (the "**Optionee**")

WITNESSETH:

WHEREAS, pursuant to (a) that certain Lease Agreement by and between the Sports & Exhibition Authority of Pittsburgh and Allegheny County (the "**SEA**") and Pittsburgh Associates ("**PA**"), dated June 2, 2000, as amended (the "**Pirates Lease**"), and (b) that certain Lease Agreement, dated June 20, 2000, by and between the SEA and PSSI Stadium Corp. (the predecessor-in-interest to PSSI Stadium LLC ("**PSSI**")), as amended (the "**Steelers Lease**," together with the Pirates Lease, the "**Team Leases**"), stadia were erected in the North Shore area of Pittsburgh, Pennsylvania, to serve as the home of the Pittsburgh Pirates and Pittsburgh Steelers; and

WHEREAS, in connection with the Team Leases, Optionor and North Shore Developers, L.P. entered into that certain Option Agreement, dated September 25, 2003 (the "**Original Agreement**"), that certain Reaffirmation, Settlement and Amendment Agreement, between Optionor and North Shore Developers, L.P., dated as of December 30, 2008 (the "**Reaffirmation Agreement**"), the First Amendment to Reaffirmation, Settlement and Amendment Agreement, between Optionor and North Shore Developers, L.P., dated as of March 31, 2009, the Amendment Agreement between Optionor and North Shore Developers, L.P., dated as of November 11, 2011, the Assignment and Assumption Agreement between North Shore Developers, L.P. and Optionee dated July 30, 2013, the 2017 Amendment Agreement between Optionor and Optionee dated September 13, 2017, the 2019 Amendment Agreement between the Optionor and the Optionee dated October 31, 2019 (the "**2019 Amendment Agreement**") and those certain letter agreements by Optionor to Optionee including those dated May 4, 2015, July 17, 2015, October 1, 2015, November 24, 2015, November 22, 2016, August 25, 2017, June 20, 2018, February 20, 2019, August 21, 2019 and September 26, 2019 (collectively, and as amended, the "**Option Agreement**"); and

WHEREAS, Optionee and Optionor desire to further amend the Option Agreement on the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the forgoing and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, and intending to be legally bound, the parties agree as follows:

1. **Amendments to 2019 Amendment Agreement.** The parties hereby agree to amend provisions set forth in the 2019 Amendment Agreement as follows:

- a. Section 1(a) (*related to subdivision*) is revised as follows. Exhibit A of the 2019 Amendment Agreement is replaced with **Attachment I** hereto.
- b. Section 1(c) (iii) (*related to the office/ residential high rise building*) is revised to read as follows:

Tract 4(A) is designated to be the Second Follow-On Parcel. The expiration of the Option Period for the Second Follow-On Parcel is hereby extended and shall expire on ~~August 31, 2020~~ May 31, 2021. The Take Down Notice and outstanding items related to the Site Improvement Plan for Tract 4(A) shall be delivered on or before ~~April 1, 2020~~ January 1, 2021.

- c. Section 1(d)(iii) (*related to the garage*) is deleted in its entirety and replaced with the following:

A. *Notwithstanding any other provision of the Option Agreement, the Option Period for Tract 4(B) is revised to expire on October 31, 2020.*

B. *As a condition to closing, Optionee shall evidence to Optionor's reasonable satisfaction that the PennDOT interests in and to the property, if any, have been adequately addressed.*

C. *There will be a covenant in the Tract 4(B) deed providing that in the event (i) Tract 4(A) is not taken down by May 31, 2021, or (ii) if the office/ residential high rise planned for Tract 4(A) is not constructed thereon, then 72 parking spaces in the garage constructed on Tract 4(B) will be made available, upon the request of the Optionor, to residential units then or thereafter located on Tract 4(A), Tract 4(C), Lot 2 and/or Lot 5, on a 24/7 basis, at market rates and upon market terms.*

D. *Together with the Take Down of Tract 4(B), the parties shall enter into an Easement Agreement, substantially in the form attached hereto as **Attachment II**, providing surface and utility easements on and through a portion of Tract 4(A).*

E. *The following provision will be included in the Tract 4(B) deed: SUBJECT TO AND TOGETHER WITH that certain Easement Agreement dated on or about even date herewith by and between Grantor and Grantee ("Easement Agreement"). The Utility Easements, as defined in the Easement Agreement, are for the benefit of Lot 10.1, Lot 10.2 and Lot 10.3, and shall not be terminated, regardless of consolidation of ownership of the dominant estate and servient estate, and Grantee covenants that it shall not terminate the Easement Agreement without the written approval and consent of the*

owner of Lot 10.1 and Lot 10.2. The Pedestrian Passageway Easement, as defined therein, is perpetual, and shall not be terminated, regardless of consolidation of ownership of the dominant estate and servient estate, and Grantee covenants that it shall not terminate the Easement Agreement, without the written approval and consent of the Stadium Authority of the City of Pittsburgh (and if the Stadium Authority of the City of Pittsburgh ceases to exist, then the Sports & Exhibition Authority of Pittsburgh and Allegheny County, and if the Sports & Exhibition Authority of Pittsburgh and Allegheny County ceases to exist, then the City of Pittsburgh).

F. In the event Optionee Takes Down Tract 4(A) by May 31, 2021 in accordance with the Option Agreement, the following provisions apply.

1) Optionee becomes the owner of the Easement Area (as that term is defined in the Easement Agreement); provided, however, that the following provision will be included in the Tract 4(A) and Tract 4(C) deeds:

Tract 4(A) and Tract 4(C) - SUBJECT TO AND TOGETHER WITH that certain Easement Agreement dated _____, and recorded in the Department of Real Estate of Allegheny County, Pennsylvania at Deed Book Volume _____, Page _____ on _____ by and between Grantor and _____ (“Easement Agreement”). The Utility Easements, as defined in the Easement Agreement, are for the benefit of Lot 10.1, Lot 10.2 and Lot 10.3, and shall not be terminated, regardless of consolidation of ownership of the dominant estate and servient estate, or upon termination of the Easement Agreement without the written approval and consent of the owner of Lot 10.1 and Lot 10.2. The Pedestrian Passageway Easement, as defined therein, is perpetual, and shall not be terminated, regardless of consolidation of ownership of the dominant estate and servient estate, or upon termination of the Easement Agreement, without the written approval and consent of the Stadium Authority of the City of Pittsburgh (and if the Stadium Authority of the City of Pittsburgh ceases to exist, then the Sports & Exhibition Authority of Pittsburgh and Allegheny County, and if the Sports & Exhibition Authority of Pittsburgh and Allegheny County ceases to exist, then the City of Pittsburgh).

2) *It is hereby agreed that the Purchase Price for Tract 4(A) will be 147 (i.e., agreed # of pre-easement spaces) x (\$8,957.57 (ALCO 2020 buy out price), increased by CPI).*

G. *In the event Optionee does not Take Down Tract 4(A) prior to (i) completion of the Easement Area improvements, or (ii) May 31, 2021, whichever is earlier, Optionee shall be responsible for installing guide rails/posts at the border of the Easement Area and the remainder of Tract 4(A) as described in Parking Plan Phase III (see below).*

H. *Together with the Take Down of Tract 4(B), the parties shall enter into a Construction License Agreement, substantially in the form attached hereto as **Attachment III**, providing for certain use of Tracts 4(A) and 4(C) for construction staging.*

I. *The Easement Agreement and the Construction License Agreement provide for the easement area, parking access points, shared access point, and parking lot equipment and materials to be removed, provided for and/or relocated, as generally depicted on **Attachment IV**.*

J. *Notwithstanding Optionor providing for the Optionee's use of Tracts 4(A) and 4(C) pursuant to the Easement Agreement and the Construction License Agreement, the parties shall cooperate to enable Optionor to continue to use Tracts 4(A) and 4(C) for surface parking to the extent possible.*

1) *Optionee shall prepare and review with Optionor its construction plan for the garage and easement area. The plan shall be kept updated through the construction period.*

2) *Optionee shall prepare and provide detailed, updated parking plans acceptable to Optionor, for each of the below listed situations.*

i. *A parking plan for the period when the garage / easement area are under construction (**Attachment V, Phase I**).*

ii. *A parking plan for the period when the easement area construction is completed, but the garage is not yet complete and Optionee has not taken down and started construction on Tract 4(A) (**Attachment V, Phase II**).*

iii. *A parking plan for the period from and after May 31, 2021 in the event Tract 4(A) has not been taken down in accordance with the Option Agreement (**Attachment V, Phase III**); subject to modification in the event of an*

extension of the Construction License Agreement pursuant to Section 5(b) thereof.

- iv. A parking plan for the period when Tract 4(A) has been Taken Down and construction has started, but Tract 4(C) has not been Taken Down (plan to be agreed to).

Parking plans must show means for operating the remaining Tract 4(A) and/or Tract 4(C), as applicable, as a parking lot, including but not limited to needed revenue control equipment, lighting, guard rails, signage etc. and parking space layout. Optionee is responsible for the costs of implementing the parking plans. Optionor agrees to reuse equipment, materials etc. that it has available, but Optionee is responsible for the purchase of any additional equipment or materials needed and the costs of moving and/ or installing the items.

- d. Section 1(e)(iv) (related to retail/entertainment/plaza) is revised to read as follows:

Notwithstanding any other provision of the Option Agreement, (1) the Option Period for Tract 4(C) is revised to expire on December 31, 2021, and (2), unless otherwise approved by Optionor, Tract 4(C) may not be taken down unless Tract 4(A) has first been taken down and construction of the building has commenced. ~~a Phase 3 Property as that term is used in the 2011 Amendment. The Option Period for all Phase 3 Property shall expire on May 31, 2021; such expiration date is not altered by this Amendment.~~

- e. Section 1(f) (entitled Construction Schedule), together with Exhibit B referred to therein, is deleted in its entirety.

- f. Section 2 (entitled Lot 2) is revised as follows:

- i. The second paragraph is revised to read as follows:

If by ~~May 31, 2021~~ December 31, 2021 all of the Lot 4 Tracts have been Taken Down for development in accordance with the terms hereof, then the following provisions shall apply with respect to Lot 2:

- ii. Subpart (b) is revised to read as follows:

The Option Period for Tract 2 shall expire on December 31, 2024. The term of the Option Agreement (the Option Term) shall be extended from ~~May 31, 2021~~ December 31, 2021 to December 31, 2024 WITH RESPECT TO TRACT 2 ONLY.

- iii. The final paragraph is revised to read as follows:

*Provided that by ~~May 31, 2021~~ December 31, 2021 all of the Lot 4 Tracts have been Taken Down for development in accordance with the terms hereof, then on or before ~~May 31, 2021~~ December 31, 2021 the parties shall execute the Option Agreement Extension / Amendment, substantially in the form attached hereto as **Attachment VI**, (which replaces Exhibit C of the 2019 Amendment Agreement), and Optionee shall cause the same to be recorded in the real estate records of Allegheny County.*

- g. The second paragraph of Section 3 (entitled Parcel 4 [a portion of Lot 5]) is hereby revised to read:

Parcel 4 is a Phase 3 Property as that term is used in the 2011 Amendment. Notwithstanding any other provision of the Option Agreement, (1) the Option Period for Parcel 4 all Phase 3 Property shall expire on ~~May 31, 2021~~; such expiration date is not altered by this Amendment December 31, 2021, and (2), unless otherwise approved by Optionor, Parcel 4 may not be taken down unless Tract 4(A) has first been taken down.

- h. The provisions of Section 8 (entitled Expiration of Option Agreement) are revised to read as follows:

The term of the Option Agreement and the Option Term shall expire on ~~May 31, 2021~~ December 31, 2021.

Notwithstanding the foregoing, in the event all of the Lot 4 Tracts have been Taken Down for development, in accordance with the terms of the Option Agreement and herein, on or before ~~May 31, 2021~~ December 31, 2021, then the Option Term shall be extended so that the Final Date, as defined therein, WITH RESPECT TO TRACT 2 ONLY is extended to December 31, 2024. In such case, the Option Agreement shall expire on December 31, 2021 with respect to all other Parcels, or portions of Parcels, and "Property", as that term is used in the Option Agreement, shall thereafter refer only to Tract 2. TIME BEING OF THE ESSENCE in all respects.

2. **Amendment.** This Amendment shall serve as an amendment to the Option Agreement. Except as expressly provided in this Amendment, the Option Agreement, including but not limited to the provisions of the 2019 Amendment Agreement, is hereby ratified and confirmed and remains in full force and effect, and the provisions hereof become provisions of the Option Agreement.
3. **Entire Agreement.** The Option Agreement, as amended hereby, contains the entire understanding of the parties and supersedes any prior understanding and agreements regarding the subject matter hereof, including but not limited to the Pirates Lease and the Steelers Lease. Any provision hereof which is deemed by a court of competent jurisdiction to be prohibited or unenforceable shall be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof. The parties shall

replace such ineffective provision with a valid and enforceable provision which most closely approaches the idea, intent and purpose of this Amendment, and in particular, the provision to be replaced. Attached exhibits and the recitals are deemed to be part of this Amendment.

4. **Further Assurances**. The parties will take all actions necessary and appropriate to effect the transactions contemplated herein, including but not limited to executing any and all documents necessary and appropriate as requested by the other party.
5. **Counterparts, Section Headings**. 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. The section headings of this Amendment are for convenience of reference only and shall not affect the construction or interpretation of any of the provisions hereof.
6. **Defined Terms**. All capitalized terms used herein but not defined herein shall have the meanings ascribed to such terms in the Option Agreement.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]
[SIGNATURE PAGE FOLLOWS.]

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

OPTIONOR:

STADIUM AUTHORITY OF THE CITY OF PITTSBURGH

By: Mary K. Conturo
Name: Mary K. Conturo
Title: Assistant Secretary

OPTIONEE:

NORTH SHORE DEVELOPERS-2013, LP

By: NSHORE GENERAL, LLC, its General Partner
By: _____
Name: _____
Title: _____

By: HOME RUN DEVELOPMENT, LLC, its General Partner
By: _____
Name: _____
Title: _____

Attachments

- Attachment I – Subdivision
- Attachment II - Easement Agreement
- Attachment III - Construction License Agreement
- Attachment IV- General Depiction of Tracts 4(A) and 4(C) during Garage Construction (*showing access points and equipment and materials to removed, provided for and/or relocated*)
- Attachment V- Parking Plans Phase I, Phase II and Phase II
- Attachment VI – Option Agreement Extension/Amendment

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

OPTIONOR:

STADIUM AUTHORITY OF THE CITY OF PITTSBURGH

By: _____

Name: _____

Title: _____

OPTIONEE:

NORTH SHORE DEVELOPERS-2013, LP

By: NSHORE GENERAL, LLC, its General Partner

By: _____

Name: Arthur J. Rooney II

Title: Authorized Signatory

By: HOME RUN DEVELOPMENT, LLC, its General Partner

By: _____

Name: _____

Title: _____

Attachments

Attachment I – Subdivision

Attachment II - Easement Agreement

Attachment III - Construction License Agreement

Attachment IV- General Depiction of Tracts 4(A) and 4(C) during Garage Construction (*showing access points and equipment and materials to removed, provided for and/or relocated*)

Attachment V-Parking Plans Phase I, Phase II and Phase II

Attachment VI – Option Agreement Extension/Amendment

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

OPTIONOR:

STADIUM AUTHORITY OF THE CITY OF PITTSBURGH

By: _____
Name: _____
Title: _____

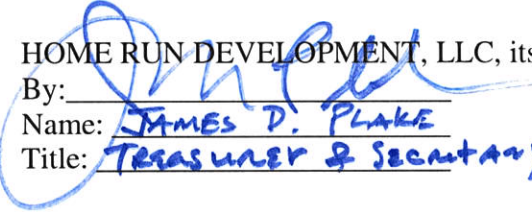
OPTIONEE:

NORTH SHORE DEVELOPERS-2013, LP

By: NSHORE GENERAL, LLC, its General Partner

By: _____
Name: _____
Title: _____

By: HOME RUN DEVELOPMENT, LLC, its General Partner

By: 
Name: JAMES D. PLAKE
Title: Treasurer & Secretary

Attachments

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- Attachment III - Construction License Agreement
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Attachment I – Subdivision

ALL SIGNATURES MUST BE MADE WITH A PERMANENT NAVY BLUE INK OR NAVY BLUE FELT-TIPPED PEN

KNOW ALL MEN BY THESE PRESENTS, that The Stadium Authority of the City of Pittsburgh, a corporation in the Commonwealth of Pennsylvania, does hereby adopt this Plan as its Plan of Lots of its property, situate in 22nd Ward, City of Pittsburgh, Allegheny County, Pennsylvania.

IN WITNESS WHEREOF, THE said corporation has caused its corporate seal to be affixed by the and of its president and the same to be attested by its secretary, this _____ day of _____, 20____.

ATTEST:

 Secretary

 COMMONWEALTH OF PENNSYLVANIA)
 COUNTY OF ALLEGHENY)
 Personally appeared _____, 20____, before a Notary Public in and for said County and State duly sworn, deponent and said that he was personally present at the execution of the adoption, release, and dedication and saw the common and corporate seal of the said corporation duly affixed and that the above release and dedication was duly signed and sealed by and as for the act and deed of the said _____, for the uses and purposes therein mentioned, and that the name of this deponent subscribed to the said release and dedication as PRESIDENT of said corporation, in attestation of the due execution and delivery of said release and dedication is this deponent's own and proper and respective handwriting.

Sworn to and subscribed before me the day, date above-written.

WITNESS MY HAND AND NOTARIAL SEAL
 this _____ day of _____, 20____.

My commission expires: _____ day of _____, 20____.

the _____ day of _____, 20____.

Notary Public

We, The Stadium Authority of the City of Pittsburgh, owner(s) of the subdivided lots of the North Shore Subdivision Plan Revision No. 5, shown hereon, do hereby certify there is no mortgage, lien, or encumbrance against the property, and that the title of this property is in the name of the Stadium Authority of the City of Pittsburgh, as recorded in Deed Book Volume 4535 and Page 177 and Deed Book Volume 4946 and Page 384, Recorder of Deed's Office.

Witness _____ Owner

I, James R. Bragman, Jr., a Registered Professional Surveyor of the State of Pennsylvania, do hereby certify that this plan correctly represents the lots, lands, streets, ways, and highways, as surveyed and platted by me for the owners or agents.

Date _____
 James R. Bragman, Jr.,
 P.L.S., Reg. No. 51772-E

COMMONWEALTH OF PENNSYLVANIA)
 COUNTY OF ALLEGHENY)

Recorded in the Recorder's Office for the recording of deeds, plans, etc., in said County in Plan Book Volume _____ Page _____

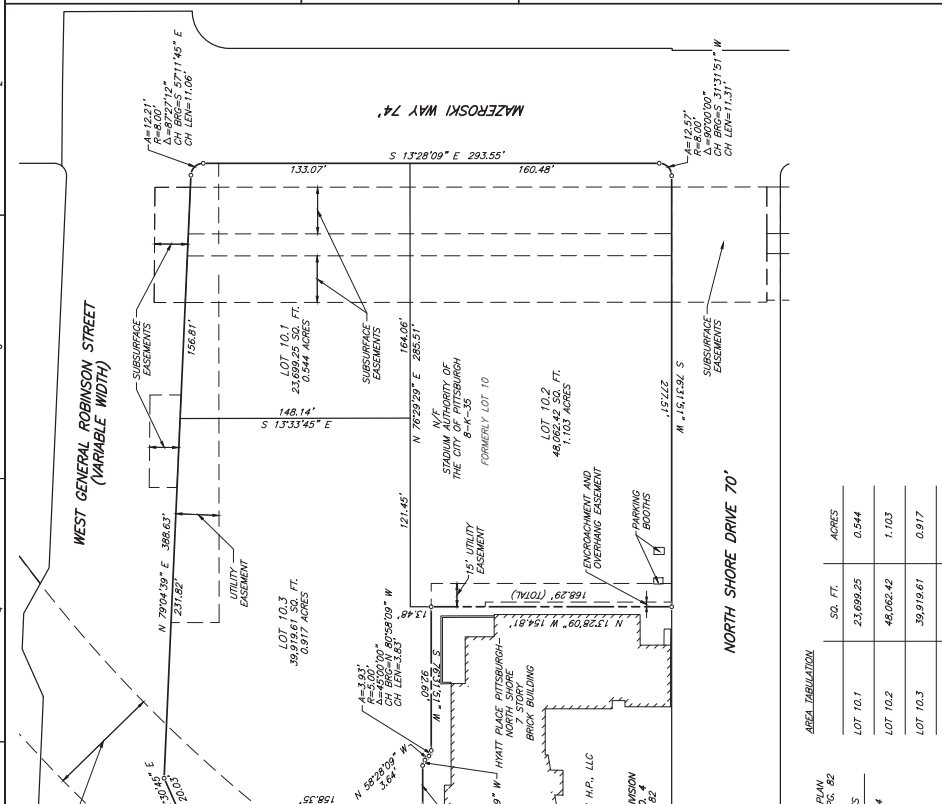
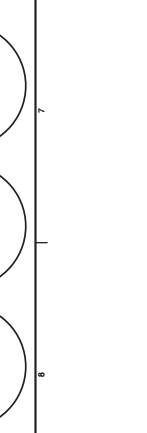
Given under my hand and seal this _____ day of _____, 20____.

 Recorder

LAND SURVEYOR (EMBOSSED SEAL)

LAND SURVEYOR

ALLEGHENY COUNTY DEPARTMENT OF REAL ESTATE



AREAL TABULATION

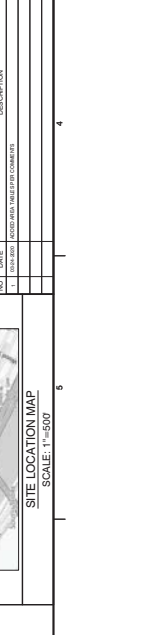
LOT	SQ. FT.	ACRES
LOT 10.1	23,699.25	0.544
LOT 10.2	48,062.42	1.103
LOT 10.3	39,919.61	0.917
TOTAL	111,681.28	2.564

GENERAL AREA REGULATIONS
 LOT 10 OF THE NORTH SHORE SUBDIVISION PLAN
 REVISION NO. 4, RECORDED IN P.B.V. 264, P.C. 82

NOTES:
 1. PROPERTY IS LOCATED IN FLOOD ZONE X, OTHER FLOOD AREAS (AREAS OF 0.2% ANNUAL CHANCE FLOOD, AREAS OF 1% ANNUAL CHANCE FLOOD, AREAS OF 1% ANNUAL CHANCE FLOOD, AND AREAS OF 1% ANNUAL CHANCE FLOOD) ARE SHOWN ON THE ATTACHED FLOOD HAZARD MAP. THE FLOOD HAZARD MAP IS A PRODUCT OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) AND IS AVAILABLE FOR PURCHASE FROM THE NATIONAL FLOOD INSURANCE RATE MAP (NFIRM) PROGRAM. THE FLOOD HAZARD MAP IS A PRODUCT OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) AND IS AVAILABLE FOR PURCHASE FROM THE NATIONAL FLOOD INSURANCE RATE MAP (NFIRM) PROGRAM. THE FLOOD HAZARD MAP IS A PRODUCT OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) AND IS AVAILABLE FOR PURCHASE FROM THE NATIONAL FLOOD INSURANCE RATE MAP (NFIRM) PROGRAM.

2. PROPERTY BOUNDARY COURSES AND NORTH ARROW BASED ON NORTH SHORE SUBDIVISION PLAN REVISION NO. 4, RECORDED IN PLAN BOOK VOLUME 264, PAGE 82.

TOTAL PLAN AREA: 111,681.28 SQ. FT. / 2.564 ACRES



Civil & Environmental Consultants, Inc.
 333 Baldwin Road, Pittsburgh, PA 15205
 Ph: 412.429.2924 • 800.366.2398 • Fax: 412.429.2114
 WWW.CECONSULT.COM

**NORTH SHORE SUBDIVISION PLAN
 REVISION NO. 5**

BEING A SUBDIVISION OF LOT 10 OF THE NORTH SHORE SUBDIVISION PLAN REVISION NO. 4, RECORDED IN PLAN BOOK VOLUME 264, PAGE 82.

22ND WARD, CITY OF PITTSBURGH
 ALLEGHENY COUNTY, PENNSYLVANIA

Made For
**THE STADIUM AUTHORITY OF THE
 CITY OF PITTSBURGH**

DATE: 03-17-2020 SCALE: 1"=40'
 DRAWN BY: JEC CHECKED BY: CHM
 PROJECT NO: 192-020 APPROVED BY: JRB

REVISION RECORD

NO.	DATE	DESCRIPTION
1		

DATE: 03-17-2020 SCALE: 1"=40'
 DRAWN BY: JEC CHECKED BY: CHM
 PROJECT NO: 192-020 APPROVED BY: JRB

1 OF 1

ATTACHMENT II

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (this “**Easement Agreement**”) is made this ____ day of _____, 2020, by and between the STADIUM AUTHORITY OF THE CITY OF PITTSBURGH, a body corporate and politic under the laws of the Commonwealth of Pennsylvania with an address at 171 10th Street, 2nd floor, Pittsburgh PA 15222, (“**Grantor**”), and _____, with an address at _____, (“**Grantee**”).

1. **FACTS AND CIRCUMSTANCES.** This Easement Agreement is made with reference to the following facts and circumstances:

A. Grantor is the owner of certain premises located in the City of Pittsburgh, County of Allegheny, and Commonwealth of Pennsylvania and being known as “**Lot 10.2**” in the North Shore Subdivision Plan Revision No. 5, recorded in the Allegheny County Department of Real Estate (the “**DRE**”) in Plan Book Volume _____, page _____ (the “**Plan**”), and in such capacity, is sometimes described herein as the “**Lot 10.2 Owner**”.

B. Grantor is also the owner of certain premises located in the City of Pittsburgh, County of Allegheny, and Commonwealth of Pennsylvania and being known as “**Lot 10.1**” in the Plan and in such capacity, is sometimes described herein as the “**Lot 10.1 Owner**” (with Lot 10.2, collectively “**Grantor’s Property**”).

C. Grantee is the owner of certain premises located adjacent to Grantor’s Property in the City of Pittsburgh, County of Allegheny and Commonwealth of Pennsylvania, being Lot 10.3 in the Plan (hereinafter referred to as “**Lot 10.3**”, and with Grantor’s Property, collectively the “**Parcels**”).

D. Grantee intends to erect a parking garage on Lot 10.3 (the “**Garage**”) and Grantee requires access to the Garage from North Shore Drive through a portion of Lot 10.2 (“**Access**”).

E. Grantee also intends to construct a pedestrian passageway through a portion of Lot 10.2 that connects Lot 10.3 to North Shore Drive (the “**Pedestrian Passageway**”).

F. Grantee also requires utility easements to facilitate the installation, operation, and maintenance of certain utilities for the Garage that will encroach on a portion of Lot 10.2 (“**Utilities**”).

G. Grantor is willing to grant non-exclusive easements to Grantee for Access, the Pedestrian Passageway and Utilities on, under and across the Easement Area portion of Lot 10.2 as described on the attached Exhibit “A” and incorporated herein by reference (the “**Easement Area**”) and, for itself and for any and all successors or assigns of Lot 10.2 Owner as the owner or owners of fee simple title to all or any portion of Lot 10.2, whether

by sale, assignment, inheritance, operation of law, trustee's sale, foreclosure, or otherwise, agrees to be bound by the terms, conditions and restrictions hereinafter contained.

H. Grantee is willing to accept the easements granted by Grantor for Access, the Pedestrian Passageway and Utilities and, for itself and for any and all successors or assigns of Grantee as the owner or owners of fee simple title to all or any portion of the Lot 10.3, whether by sale, assignment, inheritance, operation of law, trustee's sale, foreclosure, or otherwise, agrees to be bound by the terms, conditions and restrictions hereinafter contained agrees to be bound by the terms, conditions and restrictions hereinafter contained.

2. **GRANT OF EASEMENTS.** In consideration of the above premises and of the covenants herein contained, and of the sum of Ten Dollars (\$10.00), the receipt whereof is hereby acknowledged, and other good and valuable consideration, the parties hereto do hereby agree that the Parcels and all present and future owners of the Parcels shall be and hereby are subject to the terms, covenants, easements, restrictions and conditions as set forth in this Easement Agreement, so that said Parcels shall be maintained, kept, sold, conveyed and used in full compliance with and subject to this Easement Agreement and, in connection therewith, the parties covenant and agree as follows:

A. **Access Easement:** Grantor does hereby declare, establish, grant and create for the benefit of Lot 10.3 and also Lot 10.2 and the Successor Owners (as hereinafter defined) thereof, a non-exclusive easement ("**Access Easement**") over, under and across the Easement Area for the purpose of ingress and egress for pedestrian and vehicular traffic to and from North Shore Drive to Lot 10.3 and to Lot 10.2, and Grantee shall improve the Easement Area by constructing the permanent concrete roadway, curbing and crosswalks and other related surface improvements (the "**Access Improvements**"), in accordance with site work construction drawings prepared by Langan Engineering and Environmental Services, Inc., dated 11/26/19 and last revised 05/18/20, and Drawings L1.01, L2.01 and L4.01 prepared by Strada and last revised 04/03/20, and as depicted on the Access Easement Plan attached hereto as Exhibit "B" and incorporated herein (collectively the "**Access Easement Plan**").

Subject to the Shared Maintenance Obligations, as hereinafter provided and Section 5 herein, (i) all laying, installing, operating, maintenance, replacement and/or removal of the Access Improvements by or on behalf of Grantee pursuant to this Easement Agreement shall be conducted at Grantee's sole cost and expense and (ii) Grantee, at its sole cost and expense, shall be responsible for obtaining any permit, license, approval, authorization or consent from any governmental agency that may be required in order to effect the laying, installing, maintenance, replacement and/or removal of the Access Improvements.

B. **Pedestrian Passageway Easement:** Grantor does hereby declare, establish, grant and create for the benefit of Lot 10.3, and also Lot 10.1, Lot 10.2, the Successor Owners of each respective Parcel and the general public, a non-exclusive easement ("**Pedestrian Passageway Easement**") over, under and across the Easement Area for the purpose of ingress and egress for pedestrian traffic to and from North Shore Drive to Lot 10.3 and to and through Grantor's Property, and Grantee shall improve the Easement Area by

constructing the permanent concrete walkways, ramps, bollards, lighting and other related surface improvements, including transitional slopes at the edges of the Pedestrian Passageway Easement (the “**Pedestrian Passageway Improvements**”), in accordance with site work construction drawings prepared by Langan Engineering and Environmental Services, Inc., dated 11/26/19 and last revised 05/18/20, and Drawings L1.01, L2.01 and L4.01 prepared by Strada and last revised 04/03/20, and as depicted on the Pedestrian Passageway Easement Plan attached hereto as Exhibit “C” and incorporated herein (collectively, the “**Pedestrian Passageway Easement Plan**”).

Subject to the Shared Maintenance Obligations, as hereinafter provided and Section 5 herein, (i) all laying, installing, operating, maintenance, and/or replacement of the Pedestrian Passageway Improvements by or on behalf of Grantee pursuant to this Easement Agreement shall be conducted at Grantee’s sole cost and expense and (ii) Grantee, at its sole cost and expense, shall be responsible for obtaining any permit, license, approval, authorization or consent from any governmental agency that may be required in order to effect the laying, installing, maintenance, and/or replacement of the Pedestrian Passageway Improvements.

Subject to the Shared Maintenance Obligations, as hereinafter provided and Section 5 herein, upon completion of the Pedestrian Passageway Improvements, the Pedestrian Passageway may be utilized by the general public, and Grantee (or the Successor Owner of Lot 10.3) shall at all times, provide security cameras, lighting in accordance with Exhibit “C”, and maintenance, including, without limitation, trash collection and removal, to the Pedestrian Passageway.

C. Utility Easements: Grantor does hereby declare, establish, grant and create for the benefit of Lot 10.3, and also Lot 10.1, Lot 10.2 and the Successor Owners of each respective Parcel, a non-exclusive easement (“**Utility Easements**”) under the Easement Area for the purpose of laying, constructing, operating, maintaining, repairing and replacing two underground stormwater detention pipes; stormwater inlets and conveyance sewers; telecommunication service lines, pathways and appurtenances; transformer pads; transformers and connecting lines, pathways and appurtenances; and other specified utility lines for the Garage and for Grantor’s Property (the “**Utility Improvements**”), in accordance with site work construction drawings prepared by Langan Engineering and Environmental Services, Inc., dated 11/26/19 and last revised 05/18/20, and Drawings L1.01, L2.01 and L4.01 prepared by Strada and last revised 04/03/20, and as specifically depicted and identified on the Utility Easements Plan attached hereto as Exhibit “D” and incorporated herein by reference (collectively, the “**Utility Easements Plan**”).

Upon written request by Grantee, Grantor, shall, from time to time, without additional consideration, promptly execute and acknowledge and deliver to Grantee utility easement grants to public utility companies or authorities providing service to the Garage and/or the transformers in the same locations as the Utility Easements using the easement forms provided by the public utility company or authority for each easement, provided that such easement forms are (i) normally and customarily used by the particular public utility company or authority, and (ii) are on commercially reasonable terms. Grantee shall

indemnify and hold Grantor harmless for any risks assumed or obligations undertaken pursuant to any easement grants to a public utility company or authority.

Subject to the Shared Maintenance Obligations, as hereinafter provided and Section 5 herein, (i) all laying, installing, operating, maintenance, replacement and/or removal of the Utility Improvements by or on behalf of Grantee pursuant to this Easement Agreement shall be conducted at Grantee's sole cost and expense and (ii) Grantee, at its sole cost and expense, shall be responsible for obtaining any permit, license, easement, approval, authorization or consent from any governmental agency that may be required in order to effect the laying, installing, maintenance, replacement and/or removal of the Utility Improvements.

D. Any changes to Grantee's design for the installation of the Utility Improvements as depicted on Exhibit "D", the construction of the Access Improvements as depicted on Exhibit "B" and the construction of the Pedestrian Passageway Improvements as depicted on Exhibit "C", shall be subject to the further approval of Grantor, in its reasonable discretion.

E. Lot 10.1 Owner's and Lot 10.2 Owner's Use of Lot 10.2 Easements. It is understood and agreed in connection herewith that the rights granted to Grantee hereunder are non-exclusive and the Access Improvements made by Grantee pursuant to the Access Easement Plan, the Pedestrian Passageway Improvements made by Grantee pursuant to the Pedestrian Passageway Easement Plan and the Utility Improvements made by Grantee pursuant to the Utility Easements Plan are intended to also benefit the Lot 10.1 Owner, the Lot 10.2 Owner and all Successor Owners of each such Parcel. Accordingly, Lot 10.1 Owner, the Lot 10.2 Owner and all Successor Owners, may use and enjoy the Easement Area and the Access Improvements, the Pedestrian Passageway Improvements and the Utility Improvements made by Grantee under and pursuant to the Access Easement, the Pedestrian Passageway Easement and the Utility Easements (hereinafter collectively referred to as "**Lot 10.2 Easements**"), in such manner and for such purposes as the Lot 10.1 Owner, the Lot 10.2 Owner and all Successor Owners of such Parcel may deem proper provided that such use does not interfere with the use and enjoyment of Lot 10.3 and the improvements situated thereon. Any modifications to the Access Improvements, Utility Improvements and Pedestrian Passageway Improvements (i) will be subject to Grantee's (or the Successor Owner of Lot 10.3) prior written approval, which shall not be unreasonably withheld nor conditioned and (ii) may not affect any zoning or permitting obligation for the construction and/or operation of the Garage.

F. Shared Maintenance. Notwithstanding any provision to the contrary herein, following (i) conveyance of Lot 10.1 and/or 10.2 to a party other than the City of Pittsburgh or the Sports & Exhibition Authority of Pittsburgh and Allegheny County (hereinafter referred to as "**SEA**") (each a "**Related Party**"), (ii) connection to the Utility Improvements, Pedestrian Passageway Improvements and/or Access Improvements for the benefit of Lot 10.1 and/or 10.2, as applicable; and (iii) commencement of construction on such Parcel, the Lot 10.1 Owner and/or Lot 10.2 Owner, as applicable, shall share proportionately with Grantee (or the Successor Owner of Lot 10.3) in the reasonable and necessary costs of maintaining, repairing and replacing the Access Improvements,

Pedestrian Passageway Improvements and Utility Improvements to which it has connected, which proportion shall be based on the area of each Parcel (the “**Shared Maintenance Obligations**”). In no event shall the Stadium Authority of the City of Pittsburgh or any Related Party be required to pay for or share in the cost of maintaining, repairing and replacing the Access Improvements, the Pedestrian Passageway Improvements and/or Utility Improvements or any other costs related to this Easement Agreement; provided, however, that the foregoing shall not apply to any Successor Owner of Lot 10.1 or Lot 10.2.

3. COVENANTS RUNNING WITH THE LAND. Except as specifically set forth herein, the obligations, rights and easements which are declared herein are covenants running with the land and shall inure to the benefit of, and be binding upon Grantor and Grantee, their respective successors-in-title, assigns, and all mortgagees of Grantor or Grantee and the successors and assigns of any such mortgagee, including but not limited to any purchasers upon foreclosure or any transferee by way of deed in lieu of foreclosure, and the successors and assigns of any such purchaser or transferee (each a “**Successor Owner**”). Grantee shall have the right to permit operators and licensees of the Garage to have the benefits of the easements granted by this Easement Agreement during the term of the operators’ or licensees’ licenses. Notwithstanding the foregoing, if a Revesting Event (as defined in that certain Special Warranty Deed from Grantor to Grantee, dated of even date herewith, with respect to Lot 10.3) occurs, then this Agreement shall automatically be of no further force or effect. In such event, if requested by Grantor, Grantor and Grantee shall enter into a termination agreement (in recordable form) evidencing such termination and Grantee, at Grantee’s expense, shall record the same in the DRE; provided that the failure of the parties to enter into such termination agreement shall not affect the automatic termination of this Agreement if a Revesting Event occurs.

4. DURATION OF EASEMENTS. Notwithstanding any provision herein to the contrary, this Easement Agreement is not effective and Grantee may not use any portion of the Easement Area until such time as Grantee: (a) is the owner of Lot 10.3, (b) begins construction on the Garage, as evidenced to Grantor’s reasonable satisfaction, and (c) is in reasonable need of the use of the Easement Area to commence construction of the Access Improvements, the Pedestrian Passageway Improvements and/or the Utility Improvements in order to support the construction of the Garage (such date being the “**Easement Effective Date**”). Grantee shall provide Grantor with thirty (30) days prior written notice of the Easement Effective Date. Once commenced, any construction undertaken in reliance upon an easement granted herein shall be diligently prosecuted to completion.

Prior to the Easement Effective Date, Grantor may continue to use the Easement Area (or the unaffected portion thereof) for surface parking (the “**Current Use**”).

After the Easement Effective Date, the parties shall reasonably cooperate to enable Grantor to use the Easement Area for the Current Use to the extent possible. Grantee shall prepare and review with Grantor a construction management plan describing the schedule and need to utilize the Easement Area for construction of the Utility Improvements, the Pedestrian Passageway Improvements and the Access Improvements, as applicable, and shall update the plan with Grantor as it changes.

The rights and easements declared herein with respect to the Access Easement shall be for so long as the Garage is in existence on Lot 10.3, including the reconstruction after a casualty. The rights and easements declared herein with respect to the Utility Easement shall be for so long as the Utility Improvements are in use by the owners of Lot 10.1, Lot 10.2 and/or Lot 10.3. In such event that the Garage is no longer in existence or the Utility Improvements are no longer in use, as applicable, if requested by Grantor or any Successor Owner of Lot 10.2, Grantor and Grantee (or their Successor Owner, as applicable), shall enter into a termination agreement (in recordable form) evidencing such termination and Grantee, at Grantee's expense, shall record the same in the DRE; provided that the failure of the parties to enter into such termination agreement shall not affect the automatic termination of the Access Easement and/or the Utility Easement, as applicable, if the Garage is no longer in existence or the Utility Improvements are no longer in use, as applicable. The rights and easements declared herein with respect to the Pedestrian Passageway are perpetual and cannot be terminated without the written consent and approval of Grantor (and if Grantor ceases to exist, then the SEA, and if the SEA ceases to exist, then the City of Pittsburgh).

5. OBLIGATIONS OF PROPERTY OWNERS. In consideration of the rights and easements herein granted, Grantee and its Successor Owners and each Successor Owner of Grantor's Property (but specifically excluding Grantor) (collectively, the "**Property Owners**") shall:

A. To maintain at such party's sole cost and expense, public liability insurance against claims for bodily injury or death and property damage insurance with liability limits of not less than Two Million Dollars (\$2,000,000.00) per occurrence with an aggregate coverage of Two Million Dollars (\$2,000,000.00) and property damage limits of not less than One Million Dollars (\$1,000,000.00) with insurance companies having an A.M. Best Company financial rating of "A" or better and which are fully licensed in the Commonwealth of Pennsylvania. The policies shall contain a waiver of subrogation clause in favor of Grantor, the Indemnified Parties (as hereafter defined) and each other Property Owner. In addition, the policies shall name the Stadium Authority of the City of Pittsburgh, the City of Pittsburgh, the SEA, any mortgagee of Grantor's Property and their respective agents, any other parties designated by Grantor as additional insureds and each other Property Owner (the "**Additional Insureds**") for so long as (i) any of the Additional Insureds own any of Grantor's Property; or (ii) the Pedestrian Passageway is in existence. Each Property Owner shall, upon request of an Additional Insured, and at all applicable times, provide proof of insurance to Grantor and/or the Additional Insureds, such as certificates to be delivered to Grantor prior to Grantee or any employee, contractor or agent entering onto Grantor's Property. All policies shall contain a clause that they may not be cancelled, amended or permitted to expire without at least thirty (30) days prior written notice to the Additional Insureds. Not more frequently than every five (5) years, the foregoing insurance coverage amounts shall be increased to commercially reasonable amounts.

B. Enter upon and use the Lot 10.2 Easements at their sole risk and at their sole cost and expense (subject to the Shared Maintenance Obligations provided herein).

C. For so long as Grantor owns any portion of Grantor's Property, Grantee agrees to and shall indemnify, defend and hold harmless the Stadium Authority of the City of Pittsburgh, the City of Pittsburgh, SEA, and each of their successors, assigns, employees, agents, mortgagees, invitees and/or any other person present on Grantor's Property with the Grantor's knowledge and/or permission ("**Indemnified Parties**") from any claim, demands, liabilities, damages, costs and expenses, including reasonable attorneys' fees and costs, asserted against or suffered by the Indemnified Party, including but not limited to personal injury or property damage and mechanic's liens, arising out of or related in any way to the Garage and/or the Lot 10.2 Easements, or the use of any of the foregoing, or any other provisions of this Easement Agreement, except to the extent caused by the gross negligence or willful misconduct of the Indemnified Party. The provisions of this section shall survive termination of this Easement Agreement.

D. Take all actions and implement all protections reasonably necessary to ensure that its use of the Lot 10.2 Easements and performance of any of its rights or obligations hereunder, will pose no threat to the safety or health of persons, property or the environment.

E. Use, construct, repair, operate and maintain the Lot 10.2 Easements, as applicable, in strict compliance with all applicable federal, state and local laws, ordinances, statutes, codes, rules, regulations, and requirements pertaining thereto.

F. Be responsible, at its sole cost and expense, for obtaining any permit, license, easement, approval, authorization or consent from any governmental agency that may be required for its use of the Lot 10.2 Easements.

G. Promptly restore at its expense, any damage or disturbance to the subsurface or surface of the Easement Area or any improvements thereon arising or resulting from any exercise of any rights granted hereunder.

6. GRANTEE'S DEFAULT AND GRANTOR'S REMEDIES.

A. Grantee (or the Successor Owner of Lot 10.3) shall in no event be in breach or default of this Easement Agreement unless Grantee (or such Successor Owner of Lot 10.3) fails to cure the breach or default within thirty (30) days after written notice specifying such breach or default shall have been given to Grantee (or such Successor Owner of Lot 10.3) by Grantor (or such Successor Owner of Grantor's Property); provided, however, that if due to the nature of the breach or default it cannot be cured within said thirty (30) day period, Grantee shall not be in breach or default as long as Grantee (or such Successor Owner of Lot 10.3) has commenced to cure the breach or default within said thirty (30) day period and is diligently pursuing the cure of said breach or default.

In the event that Grantee (including any Successor Owner of Lot 10.3), shall be in breach or default of any of the provisions of this Easement Agreement, then the Grantor (including a Successor Owner of Grantor's Property) shall have the following rights and remedies all of which are cumulative and not alternative and not to the exclusion of any other or additional

rights and remedies in law or equity available to Grantor and/or such Successor Owner (but subject to the last capitalized paragraph of this Section 6):

1. to remedy or attempt to remedy any breach or default of Grantee (or such Successor Owner of Lot 10.3), and in so doing to make any payments due or alleged to be due by Grantee (or such Successor Owner of Lot 10.3), to third parties; provided, however, that prior to any such remedy or attempt to remedy, Grantor (or such Successor Owner of Grantor's Property) shall first provide written notice to Grantee's mortgagee and allow Grantee's mortgagee a thirty (30) day period from the date such notice is mailed or delivered to cure such default, except in the case of an emergency (in which case Grantor (or such Successor Owner of Grantor's Property) is not required to provide Grantee's mortgagee with notice or an opportunity to cure). Grantee (or such Successor Owner of Lot 10.3) shall reimburse Grantor (or such Successor Owner of Grantor's Property) on demand for any and all reasonable out-of-pocket costs and expenses incurred by the Grantor (or such Successor Owner of Grantor's Property) in curing or attempting to cure any breach or default of Grantee or in making any repairs or performing any work, plus a sum equal to ten percent (10%) thereof for overhead;

2. with respect to payments due and owing by Grantee (or such Successor Owner of Lot 10.3) under this Easement Agreement, to charge interest thereon at an annual rate equal to the lesser of three percent (3%) above the prime commercial loan rate charged to borrowers having the highest credit rating from time to time by the Grantor's (or such Successor Owner of Grantor's Property) principal bank from the date upon which the same was due until actual payment thereof and the maximum amount allowed under the laws of the Commonwealth of Pennsylvania;

3. Grantor (or such Successor Owner of Grantor's Property) shall have the right of injunction and, except as hereinafter set forth, the right to invoke any remedy allowed at law or in equity and/or mentioned in this Easement Agreement and, subject to the last capitalized paragraph of this Section 6, the use of any particular remedy shall not preclude Grantor (or such Successor Owner of Grantor's Property) from any other remedy at law or in equity, and the remedies specified herein shall be cumulative; and

4. Grantee (or such Successor Owner of Lot 10.3) shall pay to the Grantor (or such Successor Owner of Grantor's Property) all reasonable out-of-pocket costs incurred by Grantor (or such Successor Owner of Grantor's Property), including reasonable attorneys' fees, with respect to any lawsuit or action instituted or taken by the Grantor (or such Successor Owner of Grantor's Property) or any of the Indemnified Parties to enforce the provisions of this Easement Agreement.

GRANTOR ACKNOWLEDGES THAT IN THE EVENT OF A BREACH OR DEFAULT BY GRANTEE OR ANY SUCCESSOR OWNER OF LOT 10.3 OF ANY OF THE TERMS, COVENANTS AND CONDITIONS OF THIS EASEMENT AGREEMENT, NEITHER GRANTOR NOR ANY SUCCESSOR OWNER OF GRANTOR'S PROPERTY SHALL HAVE THE RIGHT OR POWER TO TERMINATE THIS EASEMENT AGREEMENT OR ANY OF THE SPECIFIC EASEMENTS GRANTED HEREIN.

7. AMENDMENT OF EASEMENTS.

A. General - The rights and easements which are declared herein may be abrogated, modified, rescinded or amended in whole or in part by the mutual consent of the Grantor and Grantee, or, if applicable, a Successor Owner then bound by this Easement Agreement, provided that the consent of all holders of mortgage liens on the affected portion(s) of Grantor's Property and Lot 10.3 shall be required, and further provided that such abrogation, modification, rescission and/or amendment is in writing and executed and acknowledged by the required party or parties, and duly recorded in the DRE. In addition to and notwithstanding any provision herein to the contrary, (i) no provision of this Easement Agreement which affects the Utilities Easement and/or the Access Easement may be abrogated, modified, rescinded or amended without the written consent of the then owner of Lot 10.1 Lot 10.2 and Lot 10.3; and (ii) no provision of this Easement Agreement which affects the Pedestrian Passageway Easement may be abrogated, modified, rescinded or amended without the written consent of then owner of Lot 10.1 Lot 10.2 and Lot 10.3 and the Grantor (and if Grantor ceases to exist, then the SEA, and if the SEA ceases to exist, then the City of Pittsburgh). This Easement Agreement shall not otherwise be abrogated, modified, rescinded or amended, in whole or in part.

B. Amendment After Occupancy – If required by Grantor, within forty-five (45) days after a permanent Certificate of Occupancy is issued for the Garage, Grantor and Grantee shall promptly execute an Amendment to this Easement Agreement at Grantee's expense, to restrict the Lot 10.2 Easements to the areas of Lot 10.2 on which (i) the Access Improvements and the Pedestrian Passageway Improvements have been constructed; and (ii) the Utility Improvements have been installed (including an area on either side of the installed Utility Improvements of the width customarily and normally required by a public utility company or authority for accessing and servicing the Utility Improvements, and Grantee shall pay all recording costs associated with the recording of such amendment.

8. AS-BUILT PLANS. Within forty-five (45) days after a permanent Certificate of Occupancy for the Garage is issued, Grantee, at Grantee's expense, shall provide Grantor with an accurate and complete as-built construction drawings and/or an as-built survey identifying the precise location of (i) the Access Improvements and the Pedestrian Passageway Improvements which have been constructed; and (ii) the Utility Improvements which have been installed (in electronic and hard copy format).

9. ESTOPPEL CERTIFICATES Within twenty (20) days after request of by Grantee (or any Successor Owner of Lot 10.3), or by Grantor (or any Successor Owner of Lot 10.1 or 10.2), Grantor or Grantee (or such Successor Owner, as applicable) shall deliver to the other party a written statement, in recordable form, certifying that this Easement Agreement is unmodified and in full force and effect (or if there have been modifications) that the same is in full force and effect as modified and stating the modifications and stating whether Grantor or Grantee are in default of any of the obligations, terms or conditions of this Easement Agreement. It is intended that any such statement delivered pursuant to this Easement Agreement may be relied upon by the Grantee or Grantor, and any prospective purchaser or mortgagee of any of the Parcels.

10. WAIVERS. Failure of Grantor or Grantee (or any Successor Owner) to notify the other party of each omission on the part of Grantor or Grantee (or any Successor Owner), no matter how long the same may continue, shall not be deemed to be a waiver by Grantor or Grantee of any of their rights hereunder. No waiver by Grantor or Grantee at any time, express or implied, of any breach or default by Grantor or Grantee of any provision of this Easement Agreement shall be deemed a waiver or a breach of any other provision.

11. NOTICES. Any communication required or permitted to be given by any provision of this Easement Agreement shall be deemed to have been sufficiently given or served for all purposes if sent by registered or certified mail (return receipt request, postage and charges prepaid, or by reputable overnight delivery service requiring a signature upon receipt), addressed as follows:

If to Grantor:
171 10th Street
Pittsburgh, PA 15222
Attn: Executive Director

If to Grantee:

[TO BE INSERTED]

or to such other address as the party to receive the communication may designate in writing to the other party.

12. TRANSFER TAX. Grantee shall pay promptly and without delinquency any and all real estate transfer taxes arising from the conveyance of the easements described herein or the execution and/or recording of this Easement Agreement.

13. GRANTEE'S ACCEPTANCE. The grantee of any Parcel or any portion thereof, by acceptance of a deed conveying title thereto or the execution of a contract for the purchase thereof, whether from an original party or from a subsequent owner of such Parcel, shall accept such deed or contract upon and subject to each and all of the easements, covenants, conditions, restrictions and obligations contained herein. By such acceptance, any such grantee shall for itself and its successors, assigns, heirs and personal representatives, covenant, consent and agree to and with the other parties, to keep observe, comply with, and perform the obligations and agreements set forth herein with respect to the property so acquired by such grantee.

14. FORCE MAJEURE. In the event either party to this Easement Agreement shall be delayed or hindered in or prevented from doing or performing any act or thing required hereunder by reason of civil commotion, war, sabotage, employee strikes, terroristic act, unavoidable fire, flood, earthquake, government-mandated quarantine and closures due to pandemic, or other acts of God (referred to in this Agreement as "Force Majeure"), then such party shall not be liable or responsible for any such delays, and the doing or performing of such act or thing shall be excused for the period of delay due to Force Majeure. Provided, however, that the party seeking the benefit of this provision shall, within five (5) days after the beginning of any sch delay, have fist notified the other party in writing of the cause(s)

thereof and requested an extension, and further provided that the requesting party must diligently seek removal or avoidance of the hindrance. In no event shall any party's performance be excused for more than two (2) years for matters of Force Majeure (or for one (1) year for matters relating to an employee strike).

15. APPLICABLE LAW. This Easement Agreement shall be construed and enforced in accordance with the laws of the Commonwealth of Pennsylvania, without regard to its rules regarding conflicts of laws.
16. ACKNOWLEDGMENT. The parties acknowledge and agree that the respective duties and obligations of the Successor Owners of Lot 10.1 and Lot 10.2 vis-à-vis the Grantee and the Lot 10.2 Easements are difficult to determine given that Lot 10.1 and Lot 10.2 have not been conveyed to a private developer as of the date first written above. In the event Grantor intends to convey Lot 10.1 and/or Lot 10.2 to a person or entity not affiliated with Grantee, Grantor shall notify Grantee in writing upon Grantor's approval of development plans for Lot 10.1 and/or Lot 10.2 (the "**Approved Plans**") (which notice shall, in any event, be prior to the closing on the sale of Lot 10.1 and/or Lot 10.2 (the "**Closing**"). Following such notice, and in consideration of Grantee's payment for, and installation of, the initial improvements in the Easement Area, Grantor and Grantee shall cooperate in good faith to determine whether this Easement Agreement needs to be amended prior to Closing (subject to the restrictions on amendment contained herein) to ensure (A) that equitable duties and obligations encumber Lot 10.1 and/or Lot 10.2, as the case may be, in regards to the use and enjoyment of the Lot 10.2 Easements; and (B) that the Property Owners have adequate remedies, one against the other, in regards to a breach of this Easement Agreement.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

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

WITNESS:

GRANTOR:

STADIUM AUTHORITY OF THE
CITY OF PITTSBURGH

By: _____
Mary K. Conturo
Executive Director

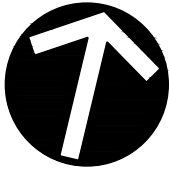
GRANTEE:

By: _____
Name:
Title:

EXHIBIT "A"

EASEMENT AREA

[drawing]



NORTH

WEST GENERAL ROBINSON STREET (VARIABLE WIDTH)

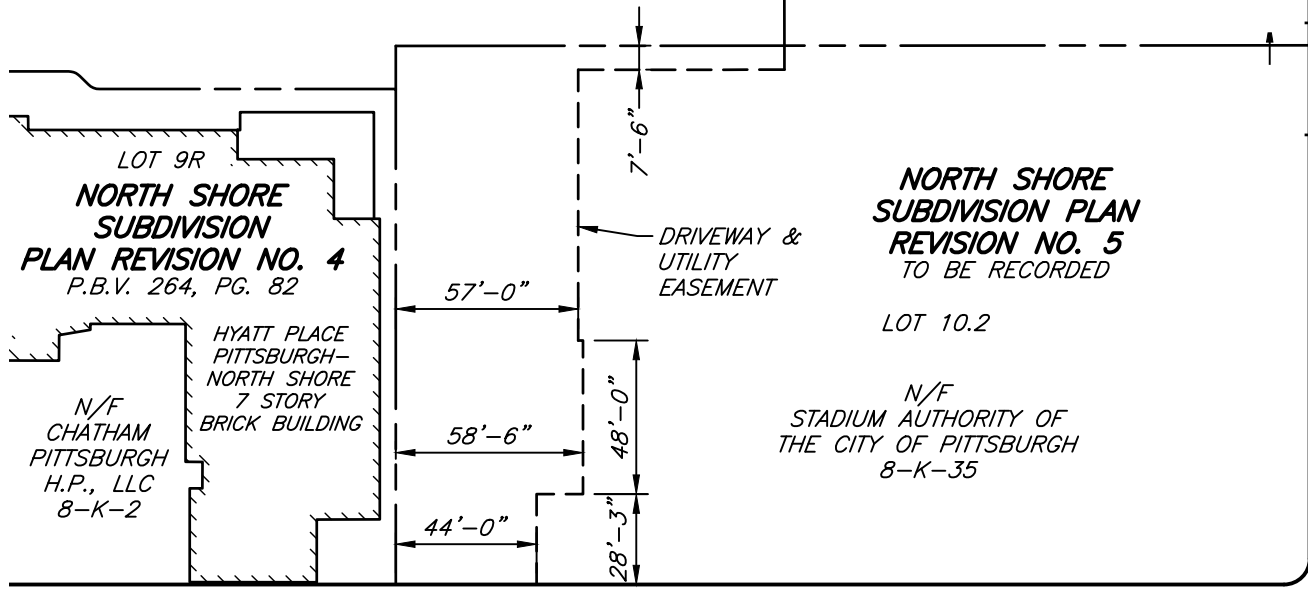
REVISION RECORD

NO	DATE	DESCRIPTION
1	08-26-2020	REVISED PER COMMENTS

LOT 10.3

LOT 10.1

MAZEROSKI WAY 74'



NORTH SHORE DRIVE 70'

SCALE IN FEET



P:\2019\192-020\Survey\Dwg\192020-SV01-EXH-Drainage&UtilEsmt.dwg[EXHIBIT] LS:(8/26/2020 - cmccann) - LP: 8/26/2020 7:14 AM



Civil & Environmental Consultants, Inc.

333 Baldwin Road · Pittsburgh, PA 15205
412-429-2324 · 800-365-2324
www.cecinc.com

THE STADIUM AUTHORITY OF
THE CITY OF PITTSBURGH
22ND WARD, CITY OF PITTSBURGH
ALLEGHENY COUNTY, PENNSYLVANIA

**NORTH SHORE LOT 10.3
DRIVEWAY AND UTILITY EASEMENT**

DRAWN BY: CMM	CHECKED BY: CMM	APPROVED BY: JRB	EXHIBIT: A
DATE: 08-12-2020	DWG SCALE: 1"=60'	PROJECT NO: 192-020	

Legal Description

DRIVEWAY AND UTILITY EASEMENT DESCRIPTION
0.225 ACRES
22ND WARD, CITY OF PITTSBURGH
ALLEGHENY COUNTY, PENNSYLVANIA

All that certain easement situate in the 22nd Ward, City of Pittsburgh, County of Allegheny, Commonwealth of Pennsylvania, being a Driveway and Utility Easement located on property now or formerly the Stadium Authority of the City of Pittsburgh, and located on Lot 10.2 of the North Shore Subdivision Plan Revision No. 5, to be recorded, more particularly bounded and described as follows:

Beginning at a point on the northerly right of way line of North Shore Drive, 70' wide, said point being on the dividing line of Lot 9R of the North Shore Subdivision Plan Revision No. 4, recorded in Plan Book Volume 264, page 82 and Lot 10.2 of the North Shore Subdivision Plan Revision No. 5, to be recorded;

thence along the dividing line of Lot 9R of the North Shore Subdivision Plan Revision No. 4 and Lot 10.2 of the North Shore Subdivision Plan Revision No. 5, North 13°28'09" West, 154.81' to a point at a common corner of Lot 9R of the North Shore Subdivision Plan Revision No. 4 and Lot 10.2 and Lot 10.3 of the North Shore Subdivision Plan Revision No. 5;

thence along the dividing line of Lot 10.2 and Lot 10.3 of the North Shore Subdivision Plan Revision No. 5, the following two (2) courses and distances, viz:

1. North 13°28'09" West, 13.48' to a point;
2. North 76°29'29" East, 121.45' to a point at a common corner of Lot 10.1, Lot 10.2 and Lot 10.3 of the North Shore Subdivision Plan Revision No. 5;

thence through Lot 10.2 of the North Shore Subdivision Plan Revision No. 5, the following seven (7) courses and distances, viz:

1. South 13°30'31" East, 7.50' to a point;
2. South 76°29'29" West, 64.46' to a point;
3. South 13°28'09" East, 84.58' to a point;
4. North 76°31'51" East, 1.50' to a point;
5. South 13°28'09" East, 48.00' to a point;
6. South 76°31'51" West, 14.50' to a point;
7. South 13°28'09" East, 28.25' to a point on the northerly right of way line of North Shore Drive, 70' wide;

thence along the northerly right of way line of North Shore Drive, 70' wide, South 76°31'51" West, 44.00' to a point at the place of beginning.

Bearings based on North Shore Subdivision Plan Revision No. 5, to be recorded.

Contains 9,781.68 Sq. Ft. or 0.225 Acres

EXHIBIT "B"

ACCESS EASEMENT PLAN

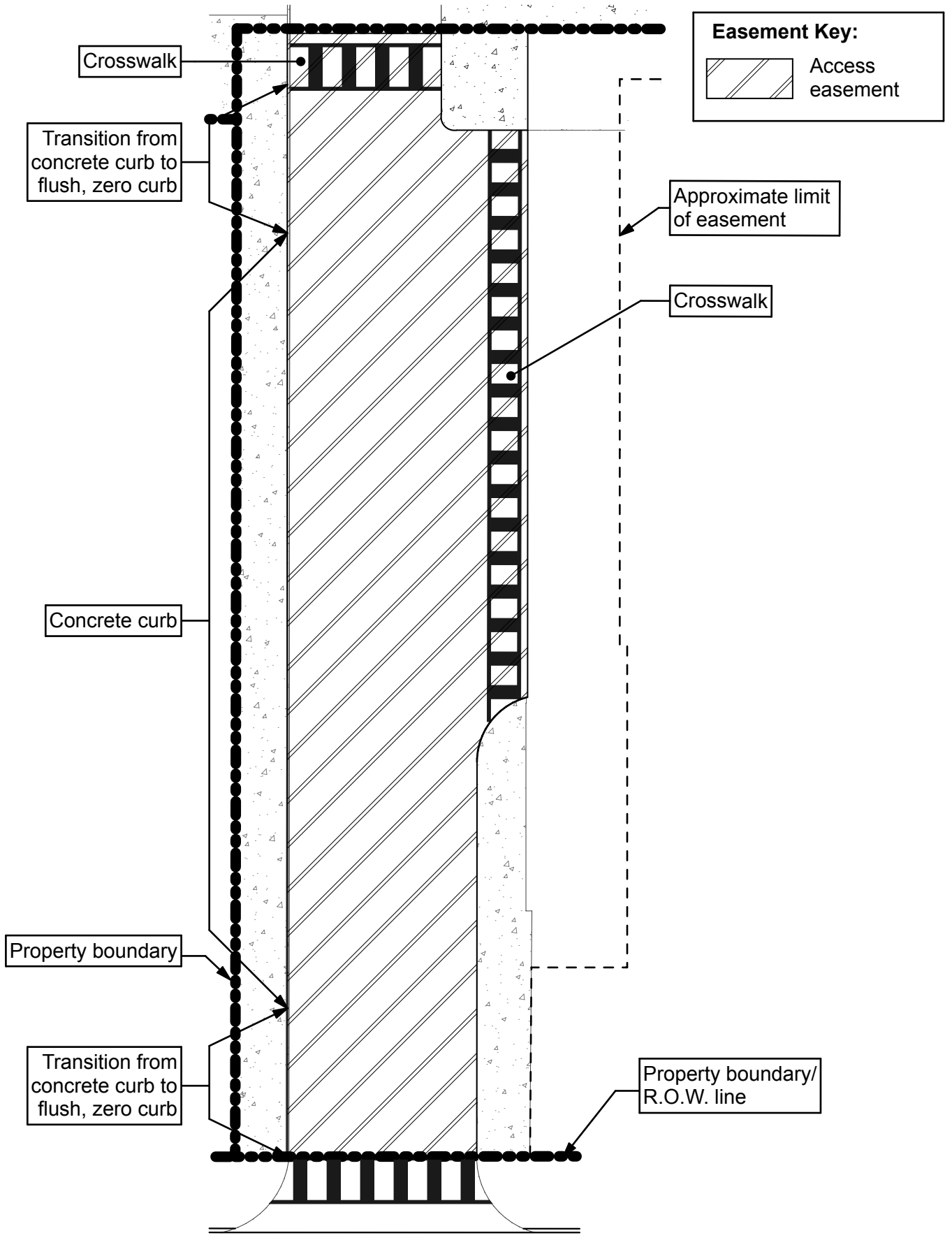




EXHIBIT "C"

PEDESTRIAN PASSAGEWAY EASEMENT PLAN

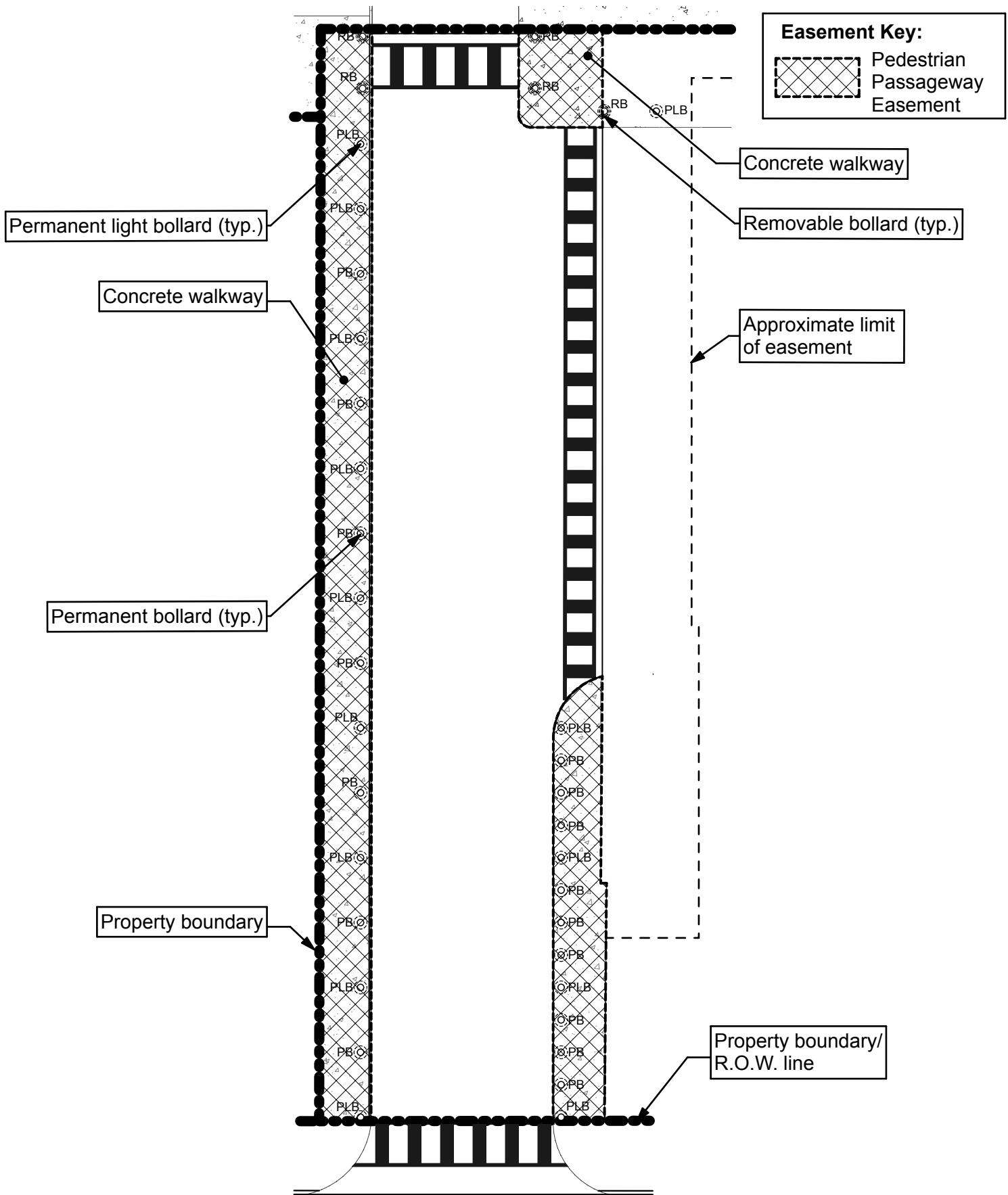
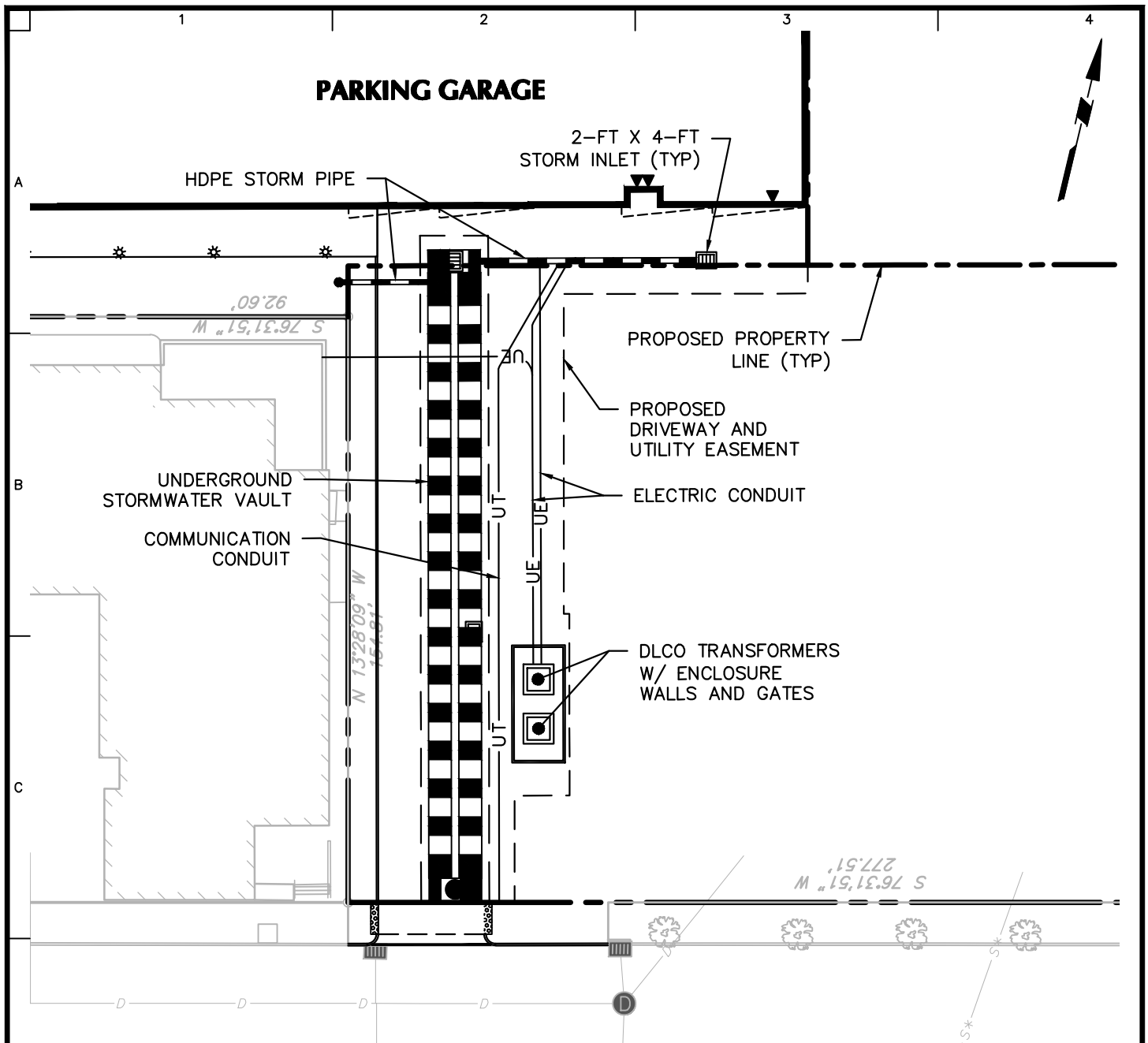
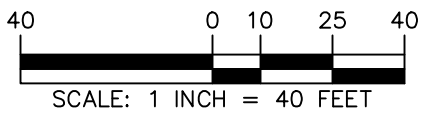


EXHIBIT "D"

UTILITY EASEMENT PLAN



LEGEND		
	EXISTING	PROPOSED
PROPERTY BOUNDARY	---	---
DRIVEWAY AND UTILITY EASEMENT		---
BUILDING LINE		=====
CONCRETE CURB		=====
FLUSH CURB		=====
ELECTRIC LINE		—UE—
COMMUNICATIONS LINE		—UT—
STORM SEWER		-----
STORM INLET		▣



<p>LANGAN Langan Engineering and Environmental Services, Inc. 2400 Ansys Drive, Suite 403 Canonsburg, PA 15317 T: 724.514.5100 F: 724.514.5101 www.langan.com</p>	Project	Drawing Title	Project No.	Drawing No.
	NORTH SHORE LOT 10	UTILITY EASEMENT PLAN	250101501	
	8-K-35 CITY OF PITTSBURGH		Date 08/21/2020	
	ALLEGHENY COUNTY PENNSYLVANIA		Drawn By NRK	
			Checked By SML	EXHIBIT D

Attachment III

[assumes that construction begins first on Tract 4(B) (garage) and that this document is executed with closing of Tract 4(B) (garage)]

CONSTRUCTION LICENSE AGREEMENT

This CONSTRUCTION LICENSE AGREEMENT (“**Agreement**”) is made and entered into as of the ___ day of _____, 20__ (“**Agreement Effective Date**”) by and among the STADIUM AUTHORITY OF THE CITY OF PITTSBURGH, a body corporate and politic under the laws of the Commonwealth of Pennsylvania with an address at 171 10th Street, 2nd Floor, Pittsburgh, Pennsylvania 15222 (“**Licensor**”), and _____, a Pennsylvania limited liability company, with an address at _____ (“**Licensee**”).

1. Facts and Circumstances. This Agreement is made with reference to the following facts and circumstances:

(a) Licensor is the owner of certain premises located in the City of Pittsburgh, County of Allegheny, and Commonwealth of Pennsylvania described as [Tract 4(A) and Tract 4(C)- *refer to new subdivision*] (the “**Property**”).

(b) Certain surface parking spaces on the Property are subject to the terms of a Lease Agreement, dated as of November 30, 1999, by and among Lessor, the Sports & Exhibition Authority of Pittsburgh and Allegheny County (the “**SEA**”), and ALCO Parking Corporation (“**Alco**”), as supplemented and amended.

(c) Licensee is the owner of certain premises located adjacent to Licensor’s Property in the City of Pittsburgh, County of Allegheny and Commonwealth of Pennsylvania, being [Tract 4(B)- *refer to new subdivision*].

(d) Licensee has requested that Licensor provide Licensee a license for the use of the Property, graphically depicted as “**Tract 4(A)**” and “**Tract 4(C)**” on Exhibit A, for the purpose of providing a staging area for Licensee’s construction of a garage on Tract 4(B) and construction of surface and utility improvements in an easement area (“**Easement Area**”) on Tract 4(A) (collectively, the “**Tract 4(B) Project**”).

(e) Hereafter, but during the Term of this Agreement, Licensee (or an affiliate of Licensee) may become the owner of Tract 4(A), and if so, requests that Licensor continue to provide Tract 4(C) as a staging area for the construction of the Tract 4(B) Project and the construction of an office/ residential high rise building on Tract 4(A) (the “**Tract 4(A) Project**”).

(f) Licensor is willing to provide such license to Licensee on all of the terms and conditions hereinafter set forth.

2. License. In consideration of the sum of Ten Dollars (\$10.00), the receipt whereof is hereby acknowledged and other good and valuable consideration, Licensor hereby grants to Licensee and its contractors, subcontractors and/or agents a license for the use of the Property for

the Approved Purposes, as described in Exhibit B, effective (as described in Paragraph 3 below), for the Term (as described in Paragraph 5 below), and otherwise in accordance with the terms of this Agreement. The Property, or any portion of the Property for which the License is effective (as described in Paragraph 3 below) is referred to as the “**Construction Area**”).

All costs related to the Licensee’s use of the Construction Area, including but not limited to utility costs, shall be costs of Licensee.

Licensee agrees that it shall enter upon and use the Construction Area at its sole cost and at its sole risk.

3. License Effective Date. Notwithstanding the foregoing, this Agreement is not effective as to the Property (or a portion thereof) and Licensee may not use any portion of the Property for the Approved Purposes until such time as Licensee has (a) closed on the acquisition of Tract 4(B), (b) begins construction on the Tract 4(B) Project, as evidenced to Licensor’s reasonable satisfaction, and (c) is in reasonable need of the use of the Property (or a portion thereof) for an Approved Purpose to support the construction of the Tract 4(B) Project (such date being the “**License Effective Date**” with respect to such portion of the Property).

From and after the Agreement Effective Date, but prior to License Effective Date with respect to the Property (or any portion thereof), Licensor may continue to use the Property (or the unaffected portion thereof) for surface parking (the “**Current Use**”). During such period, any area so used by Licensor shall not be included in or be considered the “Construction Area,” as that term is used herein.

The parties shall reasonably cooperate to enable Licensor to use the Property for the Current Use to the extent possible. Licensee shall prepare and review with Licensor a construction management plan describing the schedule and need to utilize the Property for the Approved Purposes, and shall update the plan with Licensor as it changes.

Licensor shall provide a written notice of the boundaries of the Construction Area when the requirements set forth above are first satisfied, and shall provide an updated notice, showing a larger or smaller Construction Area, as applicable, with each change.

4. Installation, Removal, Storage, Preservation of Equipment. To the extent the following are within the Construction Area:

(a) Licensee, at its cost and expense, shall protect and preserve the guardrail along North Shore Drive and Mazerowski Way.

(b) Licensee, at its cost and expense, shall remove the parking booth and parking equipment at North Shore Drive and deliver it to Licensor, at a location on the North Shore to be identified by Licensor to be held during the period that the Easement Area is under construction. Upon completion of the Easement Area, if Tract 4(A) has not been timely taken down pursuant the Option Agreement by and between Licensor and North Shore Developers, L.P. dated September 25, 2003, as the same has been assigned and amended (collectively, the “**Option**”

Agreement”), Licensee shall re-install the parking booth and parking equipment at the north east end of the Easement Area, per plans agreed to with Licensor.

(c) Licensee, at its cost and expense, shall remove for reuse the Trumbull parking equipment located along West General Robinson Street that supports the parking area Licensor currently leases to Trumbull. Licensor will be relocating that area to Tract 4(A), subject to the terms hereof. Licensee shall, at its cost and expense, reinstall the fully operational parking equipment on a concrete island with a parking booth to be provided by ALCO Parking at the existing curb cut along Mazerowski Way in order to allow for ingress/egress control at the shared access point, all per plans agreed to with Licensor. In the event the materials are not reasonably able to be reused or are reasonably insufficient for their intended use, Licensee shall, at its cost and expense, acquire and install the needed materials.

(d) Licensee, at its cost and expense, shall remove the guardrail owned by Trumbull located in the center of the existing parking lot within Tract 4(A), Tract 4(B) and Tract 4(C) and, to the extent it is reasonably salvageable, deliver it to Licensor, at a location on the North Shore to be identified by Licensor.

(d) Licensee, at its cost and expense, shall remove parking signage and any light poles, as identified by Licensor, and shall deliver them to a North Shore location as identified by Licensor.

(e) In the event Tract 4(A) and/or Tract 4(C) are hereafter transferred to Licensee (or an affiliate of Licensee) pursuant to the Option Agreement, Licensee shall be responsible, at no cost to Licensor, to remove, for reuse, and to deliver to Licensor, at a location on the North Shore to be identified by Licensor, the above described booth, parking equipment and guardrails (including posts to the extent reasonably salvageable) located on the transferred tract(s).

5. Term. The “**Term**” of this Agreement shall commence on the Agreement Effective Date and shall expire as follows, upon the occurrence of any of the following:

(a) If Tract 4(A) has been transferred by May 31, 2021 to Licensee, or an affiliate of Licensee, pursuant to the terms of the Option Agreement, this Agreement expires as to Tract 4(C) on December 31, 2021.

(b) If Tract 4(A) has not been transferred by May 31, 2021 to Licensee, or an affiliate of Licensee, pursuant to the terms of the Option Agreement, this Agreement expires as to both Tract 4(A) and Tract 4(C) on May 31, 2021; provided, however, in such instance the Agreement may continue through August 31, 2021 upon payment to Licensor of \$9,600/ month and in such case Construction Area shall not include any portion of Tract 4(A) except for shared access point.

(c) The Agreement shall earlier terminate as to Tract 4(A) if and to the extent Licensee or an affiliate of Licensee becomes the owner of Tract 4(A) pursuant to the terms of the Option Agreement. This Agreement shall earlier terminate as to Tract 4(C) if and to the extent Licensee or an affiliate of Licensee becomes the owner of Tract 4(C) pursuant to the terms of the Option Agreement.

6. Return of Property. Upon the termination or expiration of this Agreement, Licensee, at Licensee's sole cost and expense, shall within forty-five (45) days of termination or expiration undertake the following, to the extent Tract 4(A) and/or Tract 4(C) are still owned by Licensor: (1) remove all temporary fencing, signs, equipment and any other personal property and any improvements constructed by Licensee on the Construction Area, (2) remove all wastes, by-products, refuse and other materials from the Construction Area placed there by Licensee, its contractors, agents or employees, (3) terminate or cause to be terminated all contracts, licenses and other agreements, written or oral, relating in any manner to the Construction Area, and (4) place the Construction Area in substantially the same physical condition as it existed on the date hereof, and provide government approvals and permits, if necessary (collectively, the "Necessary Permits"), to allow Licensor to resume the Current Use. TIME BEING OF THE ESSENCE in all respects.

If at termination or expiration of this Agreement, Licensee (or an affiliate of Licensee) has not become the owner of Tract 4(A) and/or Tract 4(C) pursuant to the terms of the Option Agreement, and if Tract 4(A) and/or Tract 4(C) have been regraded in accordance with Exhibit B, then Licensee shall return Tract 4(A) and/or Tract 4(C) to a permitted surface parking lot, at its sole cost and expense. Licensee shall submit a surface parking lot plan to Licensor for prior review and approval, which shall not be unreasonably withheld, conditioned or delayed. Such plan shall provide for islands, revenue control equipment, curb cuts, asphalt paving, lighting and striping.

Licensor represents and warrants that, as of the Agreement Effective Date, the Current Use of the Property is permitted by, and complies with, applicable law. Licensor and Licensee acknowledge and agree that nothing in this Agreement shall be construed to constitute Licensor's abandonment of the use of the Property for the Current Use. Licensor shall, to the extent requested by Licensee, and at no cost to Licensor, reasonably cooperate with Licensee in obtaining any Necessary Permits, which includes advocating that the rights granted to Licensee hereunder are temporary and that the use of the Property for the Current Use has not been abandoned.

Any personal property that Licensee does not remove within the forty-five (45) days shall, at Licensor's option, become property of the Licensor and shall be deemed abandoned to the Licensor. The Licensor will be reimbursed by Licensee for the actual out-of-pocket costs of removal of abandoned property.

7. Covenants. During the Term, Licensee shall, at Licensee's sole cost and expense:

(a) comply with all applicable Federal, state and local laws, ordinances, statutes, codes, rules, regulations having jurisdiction over the Construction Area (collectively, "**Laws**");

(b) obtain and comply with all necessary or appropriate permits, licenses, approvals, authorizations and consents relative to the Approved Purposes (collectively, "**Permits**") and provide evidence of the obtainment of such Permits and compliance therewith at any time and from time to time upon request of Licensor;

(c) carry and cause each general contractor to carry (i) general public liability insurance in amounts not less than \$10,000,000 for bodily injury and property damage, per occurrence and in the aggregate, limits apply exclusively to this location, coverage to be provided by any

combination of primary and excess insurance, (ii) automobile liability insurance (owned, hired & non owned automobiles) in the amount of \$5,000,000, and (iii) workers' compensation insurance in amounts no less than that required by any applicable workers' compensation laws and any regulations related thereto, all such insurance to name Licensor, SEA and Alco as additional insureds with respect to (i) and (ii) above, be evidenced by a certificate showing the required policy amounts, and containing a provision whereby such insurance will not be canceled or modified without thirty (30) days' prior written notice to Licensor, such certificate to be delivered to Licensor prior to Licensee or any employee, contractor or agent of Licensee entering onto any portion of the Construction Area;

(d) cause all construction to be completed in a lien-free manner. In the event of the filing of any mechanics' or materialmen's lien against the Property or any portion thereof, Licensee shall within ten (10) days after the filing thereof cause such lien to be removed by bonding or otherwise, or insured over to the satisfaction of the Licensor in its sole discretion;

(e) cause the Construction Area to be kept in a reasonably neat and orderly manner consistent with the uses permitted by this Agreement; provide adequate security for the Construction Area;

(f) cause the Construction Area to be used in such a manner so as to not cause a nuisance or undue annoyance or hardship to the Licensor or create a hazard or element of waste to the Construction Area; Licensee shall install and maintain during the Term a "green fabric" fence around the Construction Area. To the extent Licensee does any alteration to the lighting existing for the Construction Area including street lighting, Licensee will ensure that it will not impact other lighting in the vicinity of the Construction Area;

(g) be responsible for snow removal and maintenance of the sidewalks of the Construction Area;

(h) comply with all reasonable rules and regulations promulgated by Licensor from time to time during the Term;

(i) take all actions and implement all protections necessary to ensure that the use of the Construction Area will pose no threat to the safety or health of persons, property or the environment.

8. Condition of the Property. Except as set forth in Section 6 herein, Licensor makes no representation or warranty with respect to the Construction Area, whether express or implied, of merchantability or fitness for particular purpose, as to any compliance with any ordinances, rules, regulations or laws that relate to the condition of the Construction Area, and specifically, as to the existence of any hazardous or toxic or polluting substance or waste, pollutant, contaminant, industrial solid waste, special waste or any constituent of any such items (collectively, "**Hazardous Substances**"), as defined under or regulated by any Laws.

Licensee acknowledges and agrees that Licensor shall have no obligation or liability to insure, secure or protect the personal property, if any, of Licensee or of any agent, contractor, invitee, vendor, supplier, employee or others located on the Construction Area. Risk of loss or damage of

any such personalty shall be borne solely by Licensee or such third parties. Licensee hereby releases Licensor from any and all such losses and claims related to or arising in connection with this Agreement.

9. Indemnification. Licensee and its successors and assigns, shall at all times hereafter indemnify, hold harmless and defend Licensor, SEA and Alco, and each of its successors and assigns, members, officers, employees, agents, invitees (the “**Indemnified Parties**” or an “**Indemnified Party**”) from any claims, demands, liabilities, damages, costs and expenses, including reasonable attorney’s fees and costs, asserted against an Indemnified Party, including, but not limited to, environmental matters, personal injury or property damage incurred by reason of or arising out of this Agreement or Licensee’s exercise of any rights granted herein, except to the extent caused by the gross negligence or willful misconduct of the Indemnified Party.

10. Default. If at any time Licensee (a) fails to make payment under any other agreement Licensee has with Licensor, (b) fails to maintain the insurance required under Paragraph 7(c) of this Agreement, or (c) commits any other material breach of this Agreement and Licensee fails to cure such breach within fifteen (15) days of written notice by Licensor to Licensee of such breach (unless such breach is of a nature that it cannot be completed within such fifteen day period, then if Licensee fails to commence a cure within such fifteen day period and diligently pursue to completion a cure for such breach), or (d) a Revesting Event (as defined in the Special Warranty Deed from Licensor to Licensee, or an affiliate of Licensee, with respect to Tract 4(A), Tract 4(B) or Tract 4(C) occurs (each an “**Event of Default**”), Licensor shall be entitled to all remedies available at law, in equity and under this Agreement. Without limitation of the foregoing, upon any Event of Default, Licensor may pursue any one or more of the following remedies: (i) require specific performance, (ii) perform the obligations of Licensee and Licensee shall within fifteen (15) days of demand reimburse Licensor for all reasonable and necessary costs incurred (including, without limitation, reasonable counsel fees and expenses), and/or (iii) terminate this Agreement. The foregoing remedies shall be in addition to, and not in lieu of, all other remedies available to Licensor herein, in law or in equity, and all such remedies may be exercised concurrently or separately. Any failure by Licensor to exercise any right or remedy as provided in this Agreement shall not be deemed a waiver by Licensor of any claim for damages it may have by reason of an Event of Default. Licensor may exercise remedies individually or jointly.

11. Amendments. The provisions of this Agreement shall not be amended, waived or modified except by an instrument, in writing, signed by the parties hereto.

12. Headings. All paragraph headings of this Agreement are inserted for convenience only and shall not affect the construction or interpretation hereof.

13. Counterparts. This Agreement may be executed in two or more counterparts, each of which, when executed and delivered, shall be an original, but all of which shall together constitute one and the same instrument.

14. Waiver. The waiver by any party of any breach or default by any other party under any of the terms of this Agreement shall not be deemed to be, nor shall the same constitute, a waiver of any subsequent breach or default on the part of any other party.

15. Notices. All notices, demands and other communications which are required to be given to or made by any party to the other in connection with this Agreement shall be in writing, shall be deemed to have been given when posted by certified or registered mail or when receipt by a courier express, telegram, cable, has been acknowledged to the addresses in the first paragraphs of this Agreement or such other addresses as either party from time to time may designate by notice delivered to the other.

16. Governing Law. This Agreement shall be construed, governed and enforced in accordance with the internal laws of the Commonwealth of Pennsylvania. Parties agree that any suit, action or other legal proceeding arising out of the Agreement must be brought in the Court of Common Pleas of Allegheny County, Pennsylvania and consent to such exclusive jurisdiction.

17. Miscellaneous. All provisions herein contained shall bind and inure to the benefit of the respective parties hereto, their heirs, personal representatives, successors and assigns. Nothing contained herein is intended nor shall be deemed to create or confer any rights upon any third person not a party hereto, whether as a third-party beneficiary or otherwise, except as expressly provided herein, nor shall anything herein be construed to create any relationship or partnership, agency, joint venture or the like between Licensor and Licensee. The parties agree that any reviews, approvals or acceptances by Licensor of any submissions made to Licensor with respect to the Approved Purposes or otherwise are solely for Licensor's purposes and do not subject Licensor to any liability with respect to the contents thereof. This Agreement is non-assignable and non-transferable except with the consent of Licensor.

18. Survival. Paragraphs 6, 8, 9 and 10 of this Agreement shall survive the expiration or termination of this Agreement.

19. Force Majeure. In the event either party to this Agreement shall be delayed or hindered in or prevented from doing or performing any act or thing required hereunder by reason of civil commotion, war sabotage, employee strikes, terroristic act, unavoidable fire, flood, earthquake, government-mandated quarantine and closures due to pandemic, or other acts of God (referred to in this Agreement as "Force Majeure"), then such party shall not be liable or responsible for any such delays, and the doing or performing of such act or thing shall be excused for the period of delay due to Force Majeure. Provided, however, that the party seeking the benefit of this provision shall, within five (5) days after the beginning of any sch delay, have fist notified the other party in writing of the cause(s) thereof and requested an extension, and further provided that the requesting party must diligently seek removal or avoidance of the hindrance. In no event shall any party's performance be excused for more than two (2) years for matters of Force Majeure (or for one (1) year for matters relating to an employee strike).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Licensor and Licensee, with the intent to be legally bound, have caused this Agreement to be duly executed as of the day and year first written above.

LICENSOR:

STADIUM AUTHORITY OF THE CITY OF
PITTSBURGH

WITNESS:

By: _____

Name: _____

Title: _____

LICENSEE:

_____,
a Pennsylvania limited liability company

WITNESS:

By: _____

Name: _____

Title: _____

Exhibit A

Graphic Depiction of the Property

**Property
(Tracts 4(A) and 4(C))**

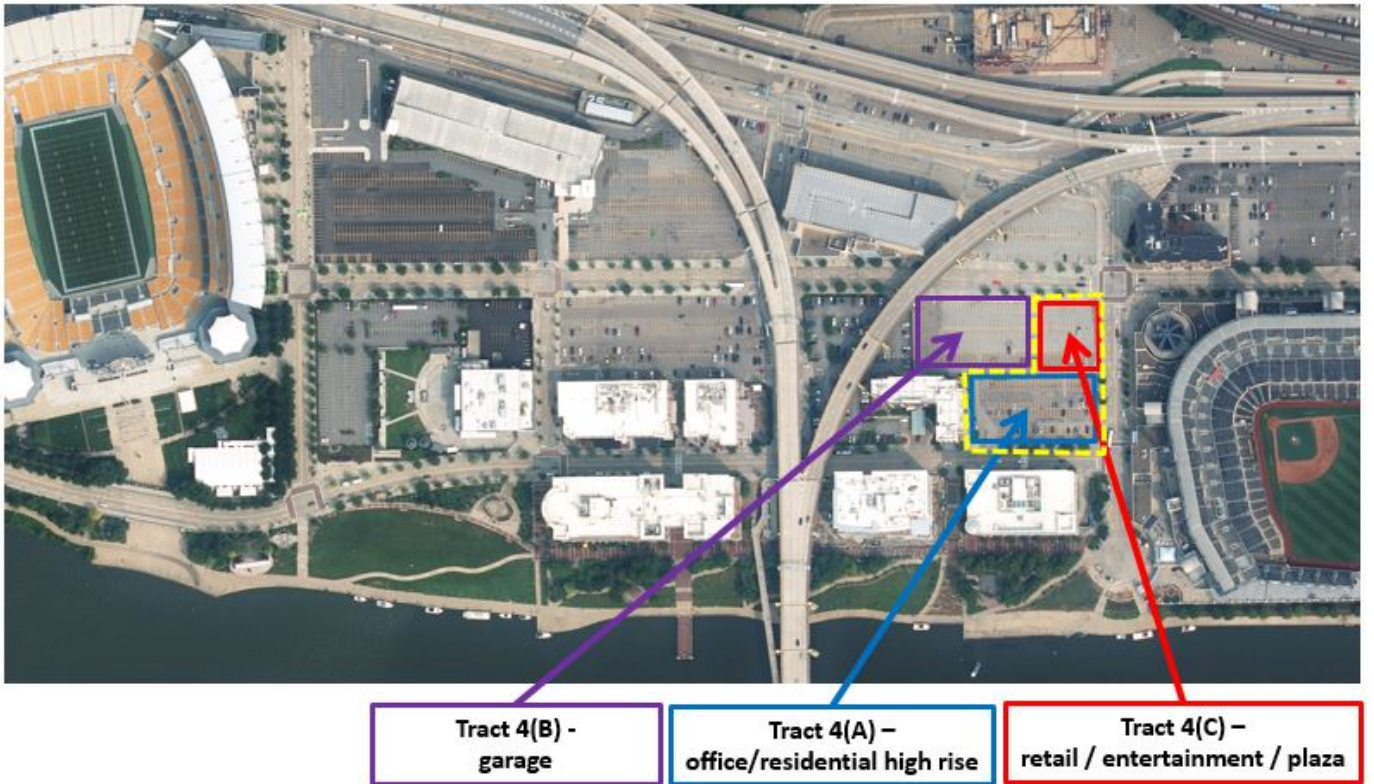


Exhibit B

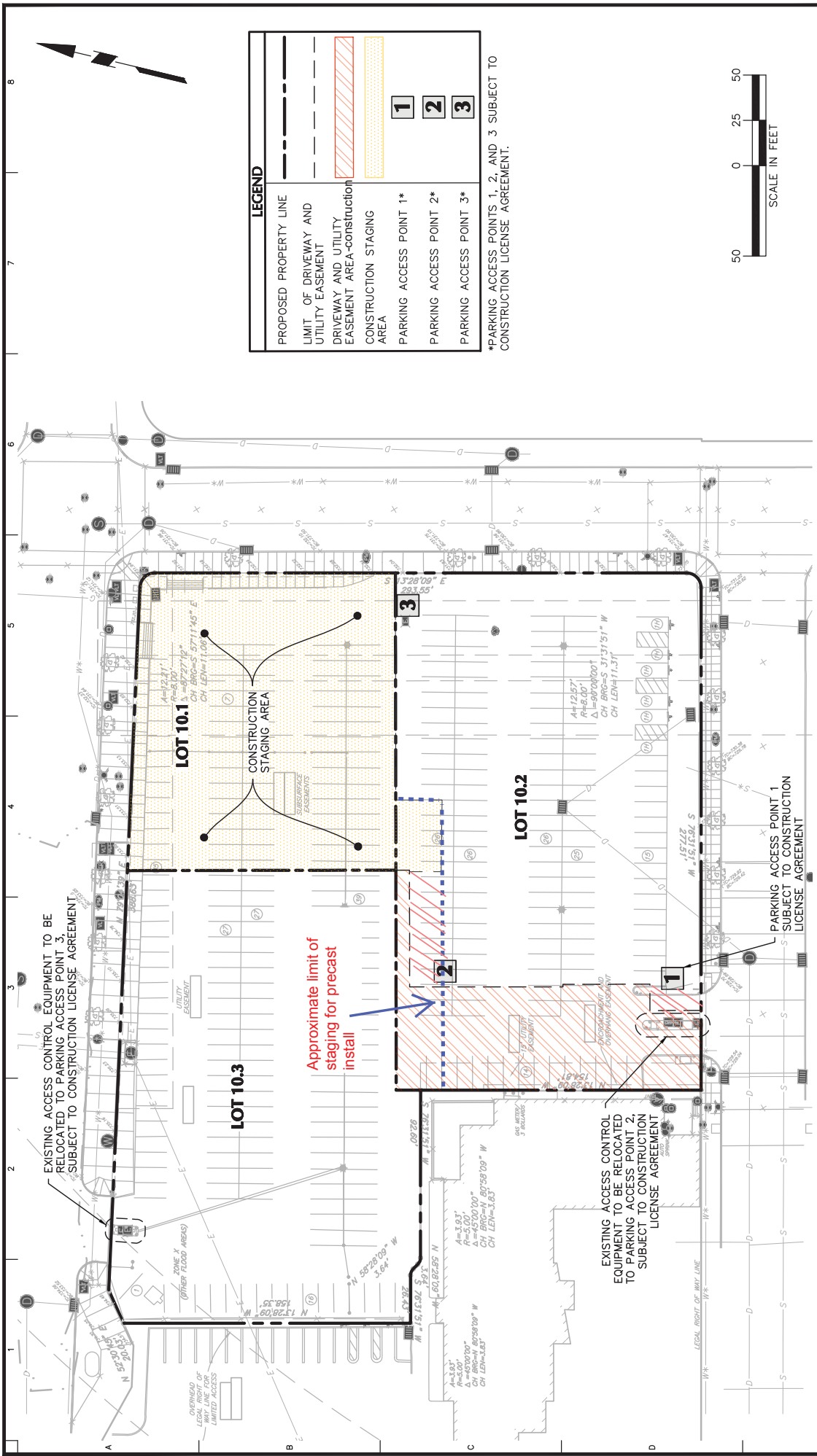
Approved Purposes

Licensee shall use the Construction Area for the purpose of receiving, unloading, storage and staging of construction materials, fabrication and assembly of materials and equipment, parking of construction equipment (not of personal vehicles, except that of the Licensee's project manager and superintendent and the occasional use of Licensee's senior management visiting the site) and for other related construction and support activities, provided that Licensor shall consent to such other related construction and support activities, such consent to not be unreasonably withheld, conditioned or delayed.

Licensee may from time to time, in coordination with Licensor, request permission from the City to use portions of the sidewalk of the Construction Area to facilitate construction of the project(s) to the extent not already permitted by the City as of the License Effective Date. Licensee will review such requests with Licensor prior to submission to the City. Such use of the sidewalks will be pursuant to this Agreement, including, but not limited to Paragraph 9.

If Licensee wants to change the grade of the Construction Area, Licensee will submit stamped drawings and specifications to Licensor for approval. In addition, Licensee will provide any property reports, including but not limited to reports relating to geotechnical, environmental and utilities, and will provide Licensor with copies of all permits. Licensee shall not encumber the Property in any way, including, but not limited to, any easements, without the prior written consent of Licensor, which shall not be unreasonably withheld, conditioned or delayed. Upon completion of approved work in the Construction Area, and provided that Licensee does not then own Tract 4(A) and Tract 4(C), Licensee will provide reports indicating the work was completed in accordance with the plans and specifications, including but not limited to, compaction reports, inspection reports and as-built drawings.

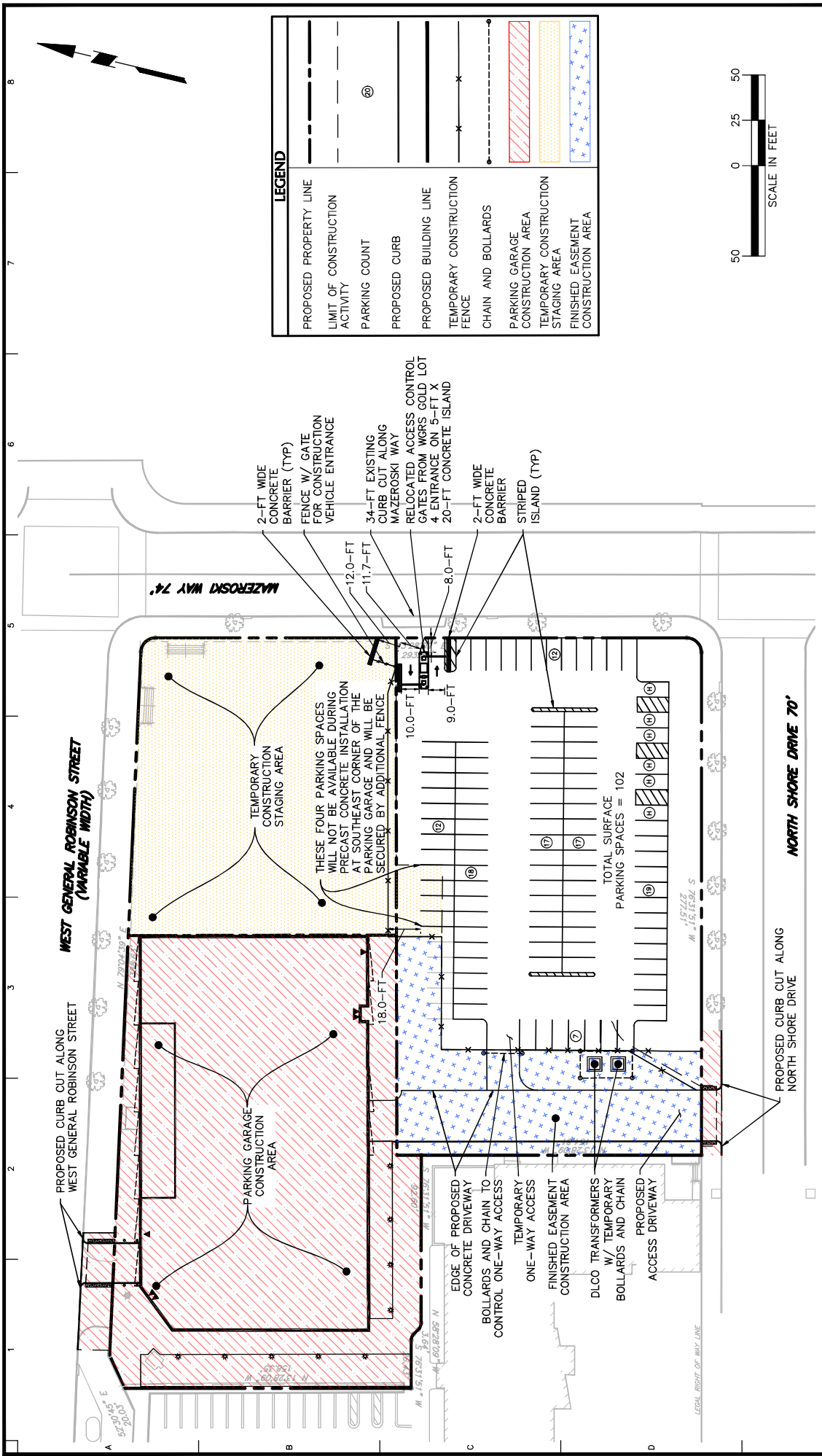
Attachment IV- General Depiction of Tracts 4(A) and 4(C) during Garage Construction (*showing access points and equipment and materials to removed, provided for and/or relocated*)



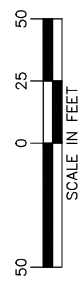
LANGAN Langan Engineering and Environmental Services, Inc. 2400 Arroyo Drive, Suite 403 Canonsburg, PA 15317 T: 724-544-5100 F: 724-544-5101 www.langan.com	Project NORTH SHORE LOT 10	Drawing Title ATTACHMENT IV	Attachment IV
	City of Allegheny County PENNSYLVANIA	Project No. 250101501	Date 08/21/2020
			Checked By SML

Attachment V-Parking Plans

Phase I, Phase II, Phase III



LEGEND	
	PROPOSED PROPERTY LINE
	LIMIT OF CONSTRUCTION ACTIVITY
	PARKING COUNT
	PROPOSED CURB
	PROPOSED BUILDING LINE
	TEMPORARY CONSTRUCTION FENCE
	CHAIN AND BOLLARDS
	PARKING GARAGE CONSTRUCTION AREA
	TEMPORARY CONSTRUCTION STAGING AREA
	FINISHED EASEMENT CONSTRUCTION AREA



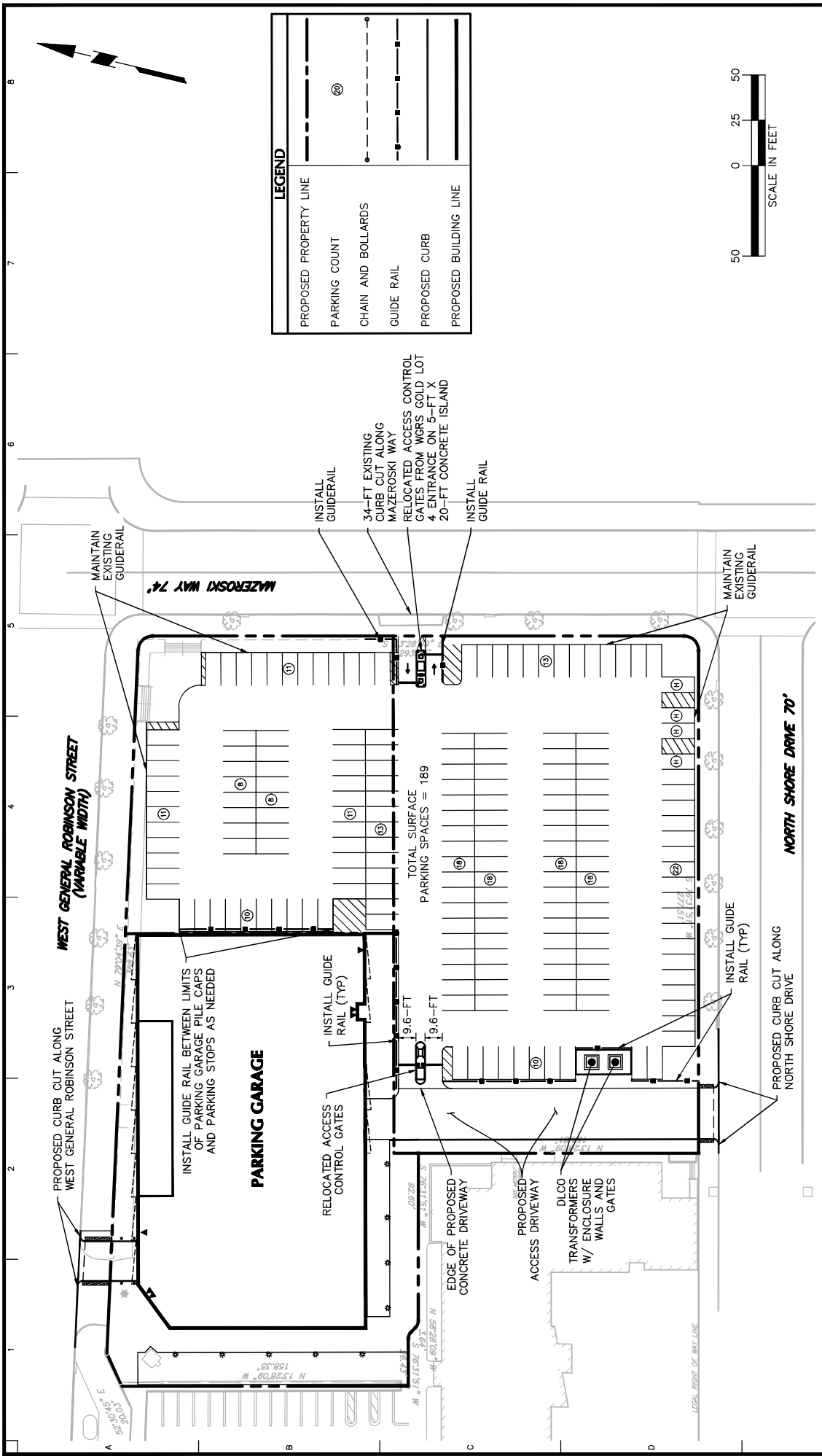
LANGAN
Langan Engineering and
Environmental Services, Inc.
2400 Arroyo Drive, Suite 403
Greensburg, PA 15117
T: 724.544.5100 F: 724.544.5101 www.langan.com

Project
NORTH SHORE LOT 10

Drawing Title
**TEMPORARY
PARKING PHASE 2
RESTRIPING PLAN**

Figure No.
TP102

City of Pittsburgh
ALLEGHENY COUNTY PENNSYLVANIA



LANGAN
 Langan Engineering and Environmental Services, Inc.
 2400 Arroyo Drive, Suite 403
 Glenborough, PA 15117
 T: 724-544-5100 F: 724-544-5101 www.langan.com

Project: **NORTH SHORE LOT 10**
 City of **Pittsburgh**
ALLEGHENY COUNTY PENNSYLVANIA

Drawing Title: **TEMPORARY PARKING PHASE 3 RESTRIPIING PLAN**

Project No. 250101501
 Date: 07/30/2020
 Drawn By: NIK
 Checked By: SML

Figure No. **TP103**

#67688

ATTACHMENT VI

**RECORDER: PLEASE MAKE A MARGINAL NOTATION
TO THE DOCUMENT RECORDED AT
DEED BOOK VOLUME 11799 PAGE 90**

**OPTION AGREEMENT EXTENSION/
AMENDMENT**

This Option Agreement Extension/Amendment (the "**Amendment**") is made and entered into as of the ___ day of December, 2021, between the STADIUM AUTHORITY OF THE CITY OF PITTSBURGH, a body corporate and politic existing under the laws of the Commonwealth of Pennsylvania (the "**Optionor**") and NORTH SHORE DEVELOPERS - 2013, LP, a Pennsylvania limited partnership, successor-in-interest to NORTH SHORE DEVELOPERS, L.P., a Pennsylvania limited partnership (the "**Optionee**")

WITNESSETH:

WHEREAS, pursuant to (a) that certain Lease Agreement by and between the Sports & Exhibition Authority of Pittsburgh and Allegheny County (the "**SEA**") and Pittsburgh Associates ("**PA**"), dated June 2, 2000, as amended (the "**Pirates Lease**"), and (b) that certain Lease Agreement, dated June 20, 2000, by and between the SEA and PSSI Stadium Corp. (the predecessor-in-interest to PSSI Stadium LLC ("**PSSI**")), as amended (the "**Steelers Lease**," together with the Pirates Lease, the "**Team Leases**"), stadia were erected in the North Shore area of Pittsburgh, Pennsylvania, to serve as the home of the Pittsburgh Pirates and Pittsburgh Steelers; and

WHEREAS, in connection with the Team Leases, Optionor and North Shore Developers, L.P. entered into that certain Option Agreement, dated September 25, 2003 (the "**Original Agreement**"), that certain Reaffirmation, Settlement and Amendment Agreement, between Optionor and North Shore Developers, L.P., dated as of December 30, 2008 (the "**Reaffirmation Agreement**"), the First Amendment to Reaffirmation, Settlement and Amendment Agreement, between Optionor and North Shore Developers, L.P., dated as of March 31, 2009, the Amendment Agreement between Optionor and North Shore Developers, L.P., dated as of November 11, 2011, the Assignment and Assumption Agreement between North Shore Developers, L.P. and Optionee,

dated July 30, 2013, the 2017 Amendment Agreement between Optionor and Optionee, dated September 13, 2017 and those certain letter agreements by Optionor to Optionee including those dated May 4, 2015, July 17, 2015, October 1, 2015, November 24, 2015, November 22, 2016, August 25, 2017, June 20, 2018 February 20, 2019, August 21, 2019, September 26, 2019 the 2019 Amendment Agreement between Optionor and Optionee, dated October 31, 2019 (the “**2019 Amendment**”), and the 2020 Amendment Agreement between Optionor and Optionee, dated _____, 2020 (the “**2020 Amendment**”) (collectively, and as amended, the “**Option Agreement**”); and

WHEREAS, a memorandum of the Original Agreement dated as of September 25, 2003 was recorded on September 26, 2003 in the Department of Real Estate of Allegheny County, Pennsylvania at Deed Book Volume 11799 page 90 (the “**Original Memorandum**”); and

WHEREAS, by December 31, 2021, all of the Lot 4 Tracts were Taken Down for development in accordance with the terms of the 2019 Amendment, as amended by the 2020 Amendment; and

WHEREAS, Optionee and Optionor desire to document that the provisions of Section 2 of the 2019 Amendment, as amended by 1(f) of the 2020 Amendment, have become operative.

NOW, THEREFORE, in consideration of the forgoing and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, and intending to be legally bound, the parties agree as follows:

1. **Defined Terms.** All capitalized terms used herein that are not otherwise defined herein are used with the meaning set forth in the Option Agreement.
2. **Tract 2.** The land currently operated as parking lot 2 on the North Shore (which is Lot 8 on the North Shore Subdivision Plan Revision No. 5), is made up of the remaining portion of Parcel 7.2 (which is part of the Property subject to the Option Agreement), and all of Parcel 7.3 (which is owned by the Optionor but is not currently part of the Property subject to the Option Agreement).

As of the date hereof:

- a. Parcel 7.3 is added to the Property, as defined in the Option Agreement.
- b. Parcel 7.3 together with the remaining portion of Parcel 7.2, are hereby deemed to be a Tract under the Option Agreement and shall be referred to as “**Tract 2**”.
- c. Tract 2 is more particularly described in Exhibit “A” attached hereto and made a part hereof.
- d. The Property, as defined in the Option Agreement is amended and restated to be only Tract 2. No other Parcels are subject to the Option Agreement.

- e. All of the provisions of Section 2 of the 2019 Amendment, as amended by 1(f) of the 2020 Amendment, are incorporated herein by reference and apply with respect to Tract 2.
3. **Expiration of Option Agreement.** The term of the Option Agreement and the Option Term shall expire on December 31, 2021 with respect to all the Parcels comprising the Property except Tract 2 parcel. The term of the Option Agreement and the Option Term is extended to December 31, 2024 for Tract 2 only, TIME BEING OF THE ESSENCE is all respects.
4. **Amendment to Original Memorandum.** Paragraph 3 of the Original Memorandum is amended such that the words “Optionee and” and “other” are deleted.
5. **Amendment.** This Amendment shall serve as an amendment to the Option Agreement. Except as expressly provided in this Amendment, the Option Agreement is hereby ratified and confirmed and remains in full force and effect, and the provisions hereof become provisions of the Option Agreement.
6. **Entire Agreement.** The Option Agreement, as amended hereby, contains the entire understanding of the parties and supersedes any prior understanding and agreements regarding the subject matter hereof. Any provision hereof which is deemed by a court of competent jurisdiction to be prohibited or unenforceable shall be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof. The parties shall replace such ineffective provision with a valid and enforceable provision which most closely approaches the idea, intent and purpose of this Amendment, and in particular, the provision to be replaced. The recitals are deemed to be part of this Amendment.
7. **Further Assurances.** The parties will take all actions necessary and appropriate to effect the transactions contemplated herein, including but not limited to executing any and all documents necessary and appropriate as requested by the other party.
8. **Counterparts, Section Headings.** 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. The section headings of this Amendment are for convenience of reference only and shall not affect the construction or interpretation of any of the provisions hereof.
9. **Recording.** This Option Agreement Extension/Amendment shall be recorded in the Department of Real Estate of Allegheny County, Pennsylvania on or before December 31, 2021. All expenses related to the recording shall be the responsibility of Optionee.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]
[SIGNATURE PAGE FOLLOWS.]

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

OPTIONOR:

STADIUM AUTHORITY OF THE CITY OF PITTSBURGH

By: _____

Name: _____

Title: _____

OPTIONEE:

NORTH SHORE DEVELOPERS-2013, LP

By: NSHORE GENERAL, LLC, its General Partner

By: _____

Name: _____

Title: _____

By: HOME RUN DEVELOPMENT, LLC, its General Partner

By: _____

Name: _____

Title: _____

EXHBIT "A"

Legal Description of Tract 2

All that certain parcel of ground situate in the 22nd Ward of the City of Pittsburgh, County of Allegheny and Commonwealth of Pennsylvania, being Lot 8 of that certain North Shore Subdivision Plan Revision No. 5 as recorded in Plan Book Volume 277 page 191 on August 1, 2013, in the Department of Real Estate of Allegheny County Pennsylvania.

