

2021 AMENDMENT AGREEMENT

This 2021 Amendment Agreement (herein "**Amendment**") is made and entered into as of the 23rd day of June, 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 (the "**Optionee**")

WITNESSETH:

WHEREAS, 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 "**2011 Amendment**"), 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**"), the 2020 Amendment Agreement between Optionor and Optionee, dated August 30, 2020 (the "**2020 Amendment**"), 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, May 18, 2021 and June 15, 2021 (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.** The parties hereby agree that the provisions set forth in the 2019 Amendment and/or the 2020 Amendment are amended as follows:

a. Section 1(c)(i) of the 2019 Amendment is deleted and replaced with the following:

~~Optionee shall build an 8-story high-rise building with floors 1-4 being retail/office and floors 5-8 being residential condominiums (approximately 48 units, more or less, as determined by the size of the units constructed) a Class A apartment building with approximately 100-125 units, first floor retail (on at least the 3 sides bordering North Shore Drive, Mazerowski Way and Tract 4(C)), and having a height greater than the Tract (B) garage, in accordance with the Site Improvement Plan to be submitted to, and as approved in accordance with the Option Agreement, by Optionor (the "Tract 4(A) Apartment Building").~~

- b. Section 1(c)(iii) of the 2019 Amendment and Section 1(b) of the 2020 Amendment are deleted and replaced by the following:

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 December 31, 2021. By August 15, 2021, Optionee shall submit to Optionor the Site Improvement Plan for Tract 4(A) in accordance with the Option Agreement. By September 15, 2021, Optionee shall have obtained Optionor approval of the Site Improvement Plan for Tract 4(A) in accordance with the Option Agreement and shall have made the required submissions to the Pittsburgh Department of City Planning in order to obtain the necessary planning approvals.

- c. References to "May 31, 2021" in paragraphs C, F, G and J(2)(iii) under Section 1(c) of the 2020 Amendment are deleted and replaced with "December 31, 2021."

- d. Section 1(e)(i) of the 2019 Amendment is deleted and replaced by the following:

Optionee shall improve Tract 4(C) with an entertainment plaza that includes an experiential space with a food and drink component with a public gathering space, in accordance with a Site Improvement Plan to be submitted to Optionor by August 15, 2021, in quality and substance acceptable to Optionor. The Site Improvement Plan shall include boundary lines designating the Public Gathering Space Subparcel, as hereinafter defined. By September 15, 2021, Optionee shall have obtained Optionor approval of the Site Improvement Plan for Tract 4(C), including the plan of Subdivision (as hereinafter defined) or Alternate Separation (as hereinafter defined), as the case may be, all in accordance with the Option Agreement and shall have made the required submissions to the Pittsburgh Department of City Planning in order to obtain the necessary planning approvals.

- e. Section 1(e)(ii) of the 2019 Amendment is deleted and replaced by the following:

Optionee agrees that prior to the Closing Date, the portion of Tract 4(C) that is generally accessible to the public as a gathering space (as opposed to the area that is permanently improved with installations or structures)

(the "Public Gathering Space Subparcel") shall be subdivided in accordance with a subdivision plan approved by Optionor (the "Subdivision"), or alternatively, otherwise set apart from the remaining portion of Tract 4(C) in a manner satisfactory to Optionor (the "Alternate Separation"). If subdivided, such Subdivision plan shall be recorded prior to or at the time of the Take Down of Tract 4(C). All expenses related to the Subdivision and its recording, or the Alternate Separation, as applicable, shall be the responsibility of Optionee. Further Optionee agrees that following the transfer and Closing Date, the Public Gathering Space Subparcel will not be further subdivided, through a lease or otherwise, without the prior written consent of Optionor, such consent to be granted by Optionor in its sole discretion. Further, Optionee agrees that the Public Gathering Space Subparcel shall be owned by an entity that is the holder of a Major League Baseball Franchise and is the major tenant at PNC Park (or an affiliate thereof with common Control); otherwise, the Public Gathering Space Subparcel shall revert to the Optionor. "Control", as used herein, shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of such entity, whether through the ownership of voting securities, by contract or otherwise, including the power to elect a majority of the members, directors or trustees of a limited liability company, corporation or trust, as the case may be. Optionee agrees that these restrictions will constitute covenants running with the land and the Public Gathering Space Subparcel Deed Reversion Provision, as provided in Exhibit "A" hereto, shall be included in the deed for the property that includes the Public Gathering Space Subparcel.

- f. Section 1(e)(iv) of the 2019 Amendment and Section 1(d) of the 2020 Amendment are deleted and replaced by the following:

Notwithstanding any other provision of the Option Agreement, (1) the Option Period for Tract 4(C) shall ~~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~~ and Parcel 4 is taken down prior to or concurrent therewith, and (3) by September 15, 2021, Optionee shall have obtained Optionor approval of the Site Improvement Plan for Tract 4(C) in accordance with the Option Agreement and shall have made the required submissions to the Pittsburgh Department of City Planning in order to obtain the necessary planning approvals.

- g. The second paragraph of Section 2 of the 2019 Amendment and Section 1(f)(i) of the 2020 Amendment are deleted and replaced by the following:

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

- h. The final paragraph of Section 2 of the 2019 Amendment and Section 1(f)(iii) of the 2020 Amendment are deleted and replaced by the following:

Provided that by December 31, 2021 all of the Lot 4 Tracts and Parcel 4 have been Taken Down for development in accordance with the terms hereof, then on or before December 31, 2021, the parties shall execute the Option Agreement Extension / Amendment, substantially in the form attached hereto as Attachment VI to the 2020 Amendment, (which replaced Exhibit C of the 2019 Amendment Agreement), and Optionee shall cause the same to be recorded in the real estate records of Allegheny County.

- i. The second paragraph of Section 3 of the 2019 Amendment and Section 1(g) of the 2020 Amendment are deleted and replaced by the following:

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 shall expire on 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 and Tract 4(C) is taken down prior to or concurrent therewith, and (3) by September 15, 2021, Optionee shall have obtained Optionor approval of the Site Improvement Plan for Parcel 4 in accordance with the Option Agreement and shall have made the required submissions to the Pittsburgh Department of City Planning in order to obtain the necessary planning approvals. By August 15, 2021, Optionee shall submit to Optionor the Site Improvement Plan for Parcel 4 in accordance with the Option Agreement.

- j. The seventh paragraph of Section 3 of the 2019 Amendment is deleted and replaced by the following:

Optionee agrees that following the transfer and Closing Date, Parcel 4 will not be subdivided, through a lease or otherwise, without the prior written consent of Optionor, such consent to be granted by Optionor in its sole discretion. Further, ownership of Parcel 4 shall at all times be held by an entity that is at least 50% owned by the entity that holds the Major League Baseball Franchise and is the major tenant at PNC Park (or an affiliate thereof with common Control); otherwise, Optionee shall convey its interest to the entity that holds the National Football League franchise and is a major tenant at Heinz Field (the "Football Party"). If the ownership interests in Parcel 4 are not conveyed to the Football Party as provided herein or if at such time, or at any time following transfer of Parcel 4 to the Football Party, no National Football League franchisee is a tenant in Heinz Field, Parcel 4 shall revert to the Optionor. Optionee agrees that these restrictions will constitute covenants running with the land and the Parcel 4 Deed Reversion Provision, as provided in Exhibit "B" hereto, shall be included in the deed for Parcel 4.

- k. Section 13 of the 2019 Amendment is deleted and replaced by the following:

Parking License Agreement. Subject to any construction license agreement as described in ~~Section 1(f) above~~ Section 3 below, Optionor, at its option, may continue to operate the Lot 4 Tracts, or portions thereof, Tract 2 and Parcel 4 as parking lots during the period from Take Down until the later of January 31, 2022 or the commencement of construction thereon, and shall retain the revenues therefrom or apply them in accordance with Sections 4 and 5 ~~above of the 2019 Amendment~~, as applicable. In such case, on or before the Closing/ Take Down Date, if Optionor so requests, Optionee shall execute a parking license agreement with Optionor substantially in the form attached ~~hereto~~ as Exhibit D to the 2019 Amendment.

1. The final paragraph of Section 1(h) of the 2020 Amendment is deleted and replaced by the following:

Notwithstanding the forgoing, in the event all of the Lot 4 Tracts and Parcel 4 have been Taken Down for development, in accordance with the terms of the Option Agreement and herein, on or before 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.

- m. If by December 31, 2021, Tract 4(A) has been Taken Down for development of the Tract 4(A) Apartment Building and Tract 4(C) and Parcel 4 have been Taken Down for development, all in accordance with the terms hereof, and thereafter, upon completion of construction of the Tract 4(A) Apartment Building, then Optionor and Optionee shall execute and record (at Optionee's expense) such documents as may be reasonably necessary to terminate Section 4 under the heading "COVENANTS RUNNING WITH THE LAND" in that certain Special Warranty Deed recorded in Deed Book Volume 18205, Page 474, and the related references in Section 1.d.1. of 2019 Amendment and Section 1(c) of the 2020 Amendment.

2. **Delayed Option Term.** Notwithstanding anything to the contrary set forth in this Amendment or the Option Agreement, if, by September 15, 2021, Optionee has obtained Optionor approval of the Site Improvement Plan for Tract 4(A), Tract 4(C) and Parcel 4 and shall have made the required submissions to the Pittsburgh Department of City Planning in order to obtain the necessary planning approvals (the "**City Planning Approvals**") for the developments contemplated thereon (collectively, the "**Developments**"), then Section 4.6 of the Option Agreement shall apply. In addition, to the extent the City Planning Approvals for any of the Developments are received on or after December 2, 2021, upon the written request of the Optionee, the Option Period for

such Development shall be extended so as to permit the Closing to occur within thirty (30) days after the approvals are received. Optionee shall use good faith, diligent efforts to obtain such planning approvals. In no case, however, may Section 4.6 of the Option Agreement or this Section 2 delay the termination of the Option Terms for the Take Down of Tract 4(A), 4(C) or Parcel 4 beyond December 31, 2022.

3. **Construction Staging.** Pursuant to the Construction License Agreement, between the Optionor and North Shore X Garage, LLC (“Licensee”), dated October 23, 2020 and recorded with the Department of Real Estate, Allegheny County, Pennsylvania at Deed Book Vol. 18205, Page 542, Optionor provided Licensee the use of Tract 4(A) and Tract 4(C) for the purpose of providing a staging area for Licensee’s construction of the garage project on Tract 4(B). Pursuant to Section 5(b) thereof, that Construction License Agreement expires August 31, 2021. In the course of the construction of the garage project on Tract 4(B), Licensee has stockpiled soil on a portion of Tract 4(C) that will be used in the development of the Tract 4(A) and Tract 4(C) projects. In order to avoid the need to move the stockpiled soil pending the anticipated start of the Tract 4(A) and 4(C) developments, Optionor will provide a Stockpile Soil Construction License Agreement substantially in the form attached hereto as Exhibit C.
4. **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 and 2020 Amendment, are hereby ratified and confirmed and remains in full force and effect, and the provisions hereof become provisions of the Option Agreement.
5. **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.
6. **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.
7. **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.

8. **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 Centuro
Name: Mary K Centuro
Title: Executive Director

OPTIONEE:

NORTH SHORE DEVELOPERS-2013, LP

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

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

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: Travis Williams
Title: President

Exhibit "A"
Public Gathering Space Subparcel Deed Reversion Provision

The "Public Gathering Space Subparcel Deed Reversion Provision" shall be included in the deed for Lot 10.1 (Tract 4(C)) as follows:

Grantee is an affiliate of Pittsburgh Associates, a party to that certain Lease Agreement with the Sports & Exhibition Authority of Pittsburgh and Allegheny County, dated June 2, 2000, as amended (the "Pirates Lease"). In the event: (A) Grantee is no longer under common Control (as hereinafter defined) with Pittsburgh Associates, or (B) Pittsburgh Associates no longer maintains a Major League Baseball ("MLB") franchise and/or is no longer a party to the Pirates Lease (or such other substitute lease for the Ballpark (as defined in the Pirates Lease) which substitute lease is satisfactory to the Grantor in its reasonable discretion); and/or (C) Pittsburgh Associates has assigned or transferred the Pirates Lease or any of its rights or obligations thereunder, whether in accordance with Section 6.1 of the Pirates Lease or otherwise, to another MLB franchisee (the "New MLB Franchisee"); Grantee shall convey, within fifteen (15) days, the portion designated as the Public Gathering Space Subparcel on Exhibit ___ attached hereto (the "Public Gathering Space Subparcel") to the New MLB Franchisee (or an affiliate thereof with common Control), by deed. "Control", as used herein, shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of such entity, whether through the ownership of voting securities, by contract or otherwise, including the power to elect a majority of the members, directors or trustees of a limited liability company, corporation or trust, as the case may be. In the event no MLB franchisee is a tenant in the Ballpark, or if Grantee shall fail to convey the Public Gathering Space Subparcel as provided herein, after written demand delivered to Grantee to do so (the "Demand Notice"), then Grantor shall have the right to re-enter and take possession and/or title to the Public Gathering Space Subparcel (the "Revesting Event").

Upon the Revesting Event, all right, title and interest of Grantee, and any successors or assigns in interest to and in the Public Gathering Space Subparcel shall revert to Grantor and Grantor shall take-back fee simple, good and marketable title to the Public Gathering Space Subparcel, subject only to the Permitted Exceptions (listed in Exhibit B hereto). For purposes of this paragraph, however, Permitted Exceptions shall not include parties in possession, or matters caused, permitted or created by Grantee or its affiliates, including, without limitation, any mortgages or leases placed on the Public Gathering Space Subparcel by or on behalf of the Grantee. In furtherance of the foregoing, Grantee shall not permit any mortgages or leases on the Public Gathering Space Subparcel without the prior written consent of Grantor, which consent may be withheld in its sole and absolute discretion. Notwithstanding the foregoing, any mortgage on the Property shall contain automatic release provisions for the Public Gathering Space Subparcel upon notice of a Revesting Event, and Grantee shall cause the lender to execute and deliver a mortgage satisfaction document (in recordable form) evidencing that the Public Gathering Space Subparcel is no longer subject to such mortgage and such mortgage satisfaction document shall be promptly recorded, at Grantee's cost, in the Allegheny County Department of Real Estate.

Upon the Revesting Event, Grantor may re-enter and take possession of the Public Gathering Space Subparcel and terminate (and revest in the Grantor) the estate conveyed by this

Deed with respect to the Public Gathering Space Subparcel at no cost or expense to Grantor. The conveyance of the Property is hereby made subject to a condition subsequent that in the event of the Revesting Event, the Grantor, at its option, may declare a termination in favor of the Grantor of the title and of all the rights and interests in and to the Public Gathering Space Subparcel, and such title and all rights and interests of the Grantee.

The rights set forth in this Section shall run with the land and will be enforceable by the Grantor, its successors and assigns, against the Grantee and Optionee, as applicable, and each of their successors and assigns to or of the Public Gathering Space Subparcel or any part thereof or any interest therein. Grantee and/or Optionee, as applicable, and each of their successors and assigns, and all successor owners of all or any portion of the Public Gathering Space Subparcel, shall execute and deliver any and all documents and agreements necessary or appropriate to effect the intent of this provision, including without limitation, any documents deemed necessary or appropriate by Grantor to effect the reconveyance contemplated herein.

Exhibit "B"
Parcel 4 Deed Reversion Provision

The "Parcel 4 Deed Reversion Provision" shall be included in the deed for Parcel 4 as follows:

Grantee is an affiliate of Pittsburgh Associates, a party to that certain Lease Agreement with the Sports & Exhibition Authority of Pittsburgh and Allegheny County, dated June 2, 2000, as amended (the "Pirates Lease"). In the event (A) Grantee is no longer at least 50% owned by Pittsburgh Associates or an affiliate under common Control (as hereinafter defined) with Pittsburgh Associates, or (B) Pittsburgh Associates no longer maintains a Major League Baseball ("MLB") franchise and/or is no longer a party to the Pirates Lease (or such other substitute lease for the Ballpark (as defined in the Pirates Lease) which substitute lease is satisfactory to the Grantor in its reasonable discretion); and/or (C) Pittsburgh Associates has assigned or transferred the Pirates Lease or any of its rights or obligations thereunder, whether in accordance with Section 6.1 of the Pirates Lease or otherwise, to another MLB franchisee (the "New MLB Franchisee"); Grantee shall within fifteen (15) days convey its ownership interests in the Property to the New MLB Franchisee or an affiliate thereof that is at least 50% owned by the New MLB Franchisee (or an affiliate thereof with common Control). "Control", as used herein, shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of such entity, whether through the ownership of voting securities, by contract or otherwise, including the power to elect a majority of the members, directors or trustees of a limited liability company, corporation or trust, as the case may be.

In the event no MLB franchisee is a tenant in the Ballpark, Grantee shall convey its ownership interests in the Property to an affiliate that is under common Control with the entity that maintains a National Football League ("NFL") franchise and leases Heinz Field (the "Football Party"). If Grantee shall fail to convey the Property to the Football Party as required herein, or if at such time, or at any time following transfer of the Property to the Football Party, no NFL franchisee is a tenant in Heinz Field, after written demand delivered to Grantee or the Football Party (as successor grantee), as applicable, to do so (the "Demand Notice"), then Grantor shall have the right to re-enter and take possession and/or title of the Property (the "Revesting Event").

The Football Party as successor grantee, shall continue to be bound by all covenants in this Deed and shall maintain the Property in a manner and that is consistent with first-class public spaces in the North Shore area of the City of Pittsburgh. Within one hundred eighty (180) days of the execution of a lease for the Ballpark with a New MLB Franchisee, the Football Party shall make good faith, commercially reasonable efforts to negotiate an arrangement with the New MLB Franchisee for (a) the conveyance of the interests in the Property to the New MLB Franchisee that were acquired by the Football Party pursuant to the immediately preceding paragraph and (b) the programming of the parklet on the Property in a manner that complements the Ballpark and in accordance with the covenants in this Deed, and upon such terms as are mutually acceptable to the Football Party and the New MLB Franchisee.

Upon the Revesting Event, all right, title and interest of Grantee, and any successors or assigns in interest to and in the Property, shall revert to Grantor and Grantor shall take-back fee simple, good and marketable title to the Property, subject only to the Permitted Exceptions (listed

in Exhibit B hereto). For purposes of this paragraph, however, Permitted Exceptions shall not include parties in possession, or matters caused, permitted or created by Grantee or its affiliates, including, without limitation, any mortgages placed on the Property by or on behalf of the Grantee. In furtherance of the foregoing, Grantee shall not permit any mortgages or leases on the Property without the prior written consent of Grantor, which consent may be withheld in its sole and absolute discretion.

Upon the Revesting Event, Grantor may re-enter and take possession of the Property and terminate (and re-vest in the Grantor) the estate conveyed by this Deed at no cost or expense to Grantor. The conveyance of the Property is hereby made subject to a condition subsequent that in the event of the Revesting Event, the Grantor, at its option, may declare a termination in favor of the Grantor of the title and of all the rights and interests in and to the Property, and such title and all rights and interests of the Grantee.

The rights set forth in this Section shall run with the land and will be enforceable by the Grantor, its successors and assigns, against the Grantee and Optionee, as applicable, and each of their successors and assigns to or of the Property or any part thereof or any interest therein. Grantee and/or Optionee, as applicable, and each of their successors and assigns, and all successor owners of all or any portion of the Property, shall execute and deliver any and all documents and agreements necessary or appropriate to effect the intent of this provision, including without limitation, any documents deemed necessary or appropriate by Grantor to effect the reconveyance contemplated herein.

STOCKPILE SOIL CONSTRUCTION LICENSE AGREEMENT

This STOCKPILE SOIL CONSTRUCTION LICENSE AGREEMENT (the “**Stockpile Agreement**”) is made and entered into as of the ___ day of _____, 2021 (the “**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 NORTH SHORE X GARAGE, LLC, a Pennsylvania limited liability company, with an address at c/o President, 3400 South Water Street, Pittsburgh, Pennsylvania 15203 (“**Licensee**”).

1. Facts and Circumstances. This Stockpile 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 Lots 10.1 (“**Tract 4(C)**”) and Lot 10.2 (“**Tract 4(A)**”) in the North Shore Subdivision Plan Revision No. 6 recorded in the Allegheny County Department of Real estate in Plan Book Volume 307, pages 12 (the “**Plan**”). Licensee is the owner of Lot 10.3 (“**Tract 4(B)**”). See Exhibit A, attached hereto and made a part hereof.
- (b) Licensee is constructing on Tract 4(B) a garage which will be substantially complete by August 31, 2021.
- (c) Pursuant to the Construction License Agreement, between the Licensor and Licensee, dated October 23, 2020 and recorded with the Department of Real Estate, Allegheny County, Pennsylvania at Deed Book Vol. 18205, Page 542 (the “**Prior Agreement**”), Licensor provided Licensee a license for use of Tract 4(A) and Tract 4(C) as a staging area for Licensee’s construction of its garage project. That Prior Agreement expires August 31, 2021.
- (d) In the course of the construction of the garage, Licensee has stockpiled soil on a portion of Tract 4(C). It (or an affiliate) intends to use the soil in its planned future developments of Tracts 4(A) and/or Tract 4(C).
- (e) In order to avoid the need to move the stockpiled soil pending the anticipated start of the Tract 4(A) and 4(C) developments, Licensor is providing this Stockpile Agreement permitting Licensee to stockpile the soil (the “**Approved Purpose**”), on the portion of Tract 4(C) described on Exhibit B (the “**License Area**”), attached hereto and made a part hereof, for the period September 1, 2021 through December 31, 2021. Licensor is willing to provide such license to Licensee on the terms and conditions hereof.

- (f) All of Tract 4(C) was licensed to Licensee as staging area pursuant to the Prior Agreement. Any portion of Tract 4(C) not included in the License Area of this Stockpile Agreement is referred to herein as the “**Tract 4(C) Returned Area**”.
- (g) All capitalized terms not otherwise defined herein are used with the meaning set forth in the Option Agreement, dated September 25, 2003, between the Licensor and North Shore Developers, L.P., as amended (the “**Option Agreement**”).

2. License and License Fee. Licensor hereby grants to Licensee and its contractors, subcontractors and/or agents a license for the use of the License Area, for the Approved Purpose, for the Term (as described in Paragraph 5 below), and otherwise in accordance with the terms of this Stockpile Agreement.

A License Fee shall be payable on before the first day of each month, without demand, for the Term hereof, without discount for any partial month, as follows:

September	\$25,909
October	\$14,734
November	\$13,407
December	\$11,176

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

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

Licensee, at its cost and expense, shall protect and preserve the guardrail along Mazeroski Way.

3. Amendments to Prior Agreement.

(a) Delay in Reinstallation of Parking Equipment at Easement Area.
 The last sentence of Section 4(b) of the Prior Agreement which reads: “*Upon completion of the Easement Area, if Tract 4(A) has not been taken down pursuant to the Option Agreement and if construction has not been started on the Tract 4(A) tower, 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.*” is deleted from the Prior Agreement.

(b) Revision to Fee.
 Section 5(b) of the Prior Agreement is hereby amended to read as follows in the Prior Agreement:

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

Licensors of ~~\$9,600~~ \$5,000/month and in such case the Construction Area shall not include any portion of Tract 4(A) except for the shared access point.

- (c) Recognition that Responsibility to Return a Permitted Parking Lot will be in 2 Phases. The second paragraph of Section 6 of the Prior Agreement is amended to read as follows in the Prior Agreement:

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 Licensors 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. Provided, however, to the extent all or a portion of Tract 4(C) continues to be licensed to Licensee by separate agreement, this provision does not apply to such Tract 4(C) or portion thereof.

- (d) Responsibility to Deliver parking Equipment Survives. Section 18 of the Prior Agreement is hereby amended to read as follows in the Prior Agreement:

18. Survival. Paragraphs 4(e), 6, 8, 9 and 10 of this Agreement shall survive the expiration or termination of this Agreement.

- (e) Remaining Provisions Reconfirmed. Except as expressly provided in Section 3 of this Stockpile Agreement, the provisions of the Prior Agreement are hereby ratified and confirmed and remain in full force and effect.

4. Restoration of Tract 4(A) and Tract 4(C) Returned Area. Notwithstanding anything to the contrary set forth in the Prior Agreement or this Stockpile Agreement, Licensee will cause Tract 4(A) and the Tract 4(C) Returned Area to be resealed, restriped and otherwise secured in accordance with Exhibit B upon commencement of the Term (the “**Temporary Parking Work**”). Licensors will cooperate with Licensee in connection with the Temporary Parking Work, which includes providing temporary parking for Trumbull during the pendency of the Temporary Parking Work.

5. Term. The “**Term**” of this Stockpile Agreement shall commence on September 1, 2021 and shall expire on December 31, 2021, except, however, this Stockpile Agreement shall earlier terminate 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 License Area.

- (a) Upon the termination or expiration of this Stockpile 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(C) is still owned by Licensor: (1) remove all fencing, signs, equipment and any other personal property and any improvements constructed by Licensee on the License Area, (2) remove all wastes, by-products, refuse and other materials from the License 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 License Area, and (4) place the License Area in substantially the same physical condition as it existed on the dated date of the Prior Agreement, and provide government approvals and permits, if necessary, to allow Licensor to resume the Current Use. TIME BEING OF THE ESSENCE in all respects.
- (b) Licensor and Licensee acknowledge and agree that nothing in this Stockpile Agreement shall be construed to constitute Licensor's abandonment of the use of the License Area for surface parking. 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 License Area for surface parking has not been abandoned.
- (c) If the termination or expiration of this Stockpile Agreement, Licensee (or an affiliate) is not then the owner of Tract 4(C), 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, as was described and provided for in the Prior Agreement.
- (d) If at termination or expiration of this Stockpile Agreement, Licensee (or an affiliate of Licensee) has not become the owner of Tract 4(C) (including the License Area) pursuant to the terms of the Option Agreement, and if Tract 4(C) has been regraded in accordance with Exhibit B to the Prior Agreement, then Licensee shall return 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.
- (e) 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 License Area (collectively, "**Laws**");
- (b) obtain and comply with all necessary or appropriate permits, licenses, approvals, authorizations and consents (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 License 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 License Area 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 License Area to be kept in a reasonably neat and orderly manner consistent with the uses permitted by this Stockpile Agreement; provide adequate security for the License Area;
 - (f) cause the License 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 License Area; Licensee shall install and maintain during the Term a "green fabric" fence around the License Area. To the extent Licensee does any alteration to the lighting existing for the License Area including street lighting, Licensee will ensure that it will not impact other lighting in the vicinity of the License Area;
 - (g) be responsible for snow removal and maintenance of the sidewalks of the License 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 License Area will pose no threat to the safety or health of persons, property or the environment.
8. **Condition of the License Area.** Licensor makes no representation or warranty with respect to the License 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 License 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 License 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 Stockpile 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 Stockpile 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 Stockpile Agreement, or (c) commits any other material breach of this Stockpile 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) 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 Stockpile 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 Stockpile 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 Stockpile 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 Stockpile 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 Stockpile Agreement are inserted for convenience only and shall not affect the construction or interpretation hereof.
13. **Counterparts.** This Stockpile 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 Stockpile 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 Stockpile 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 Stockpile Agreement or such other addresses as either party from time to time may designate by notice delivered to the other.
16. **Governing Law.** This Stockpile 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 Stockpile 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 Purpose or otherwise are solely for Licensor's purposes and do not subject Licensor to any liability with respect to the contents thereof. This Stockpile Agreement is non-assignable and non-transferable except with the consent of Licensor.
18. **Survival.** Paragraphs 6, 8, 9 and 10 of this Stockpile Agreement shall survive the expiration or termination of this Stockpile Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Licensor and Licensee, with the intent to be legally bound, have caused this Stockpile 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:

NORTH SHORE X GARAGE, LLC, a
Pennsylvania limited liability company

WITNESS:

By: _____
Name: _____
Title: _____

[signature page to Stockpile Soil Construction License Agreement]

Exhibit A

Graphic Depiction of the 4(A), 4(B) and 4(C)

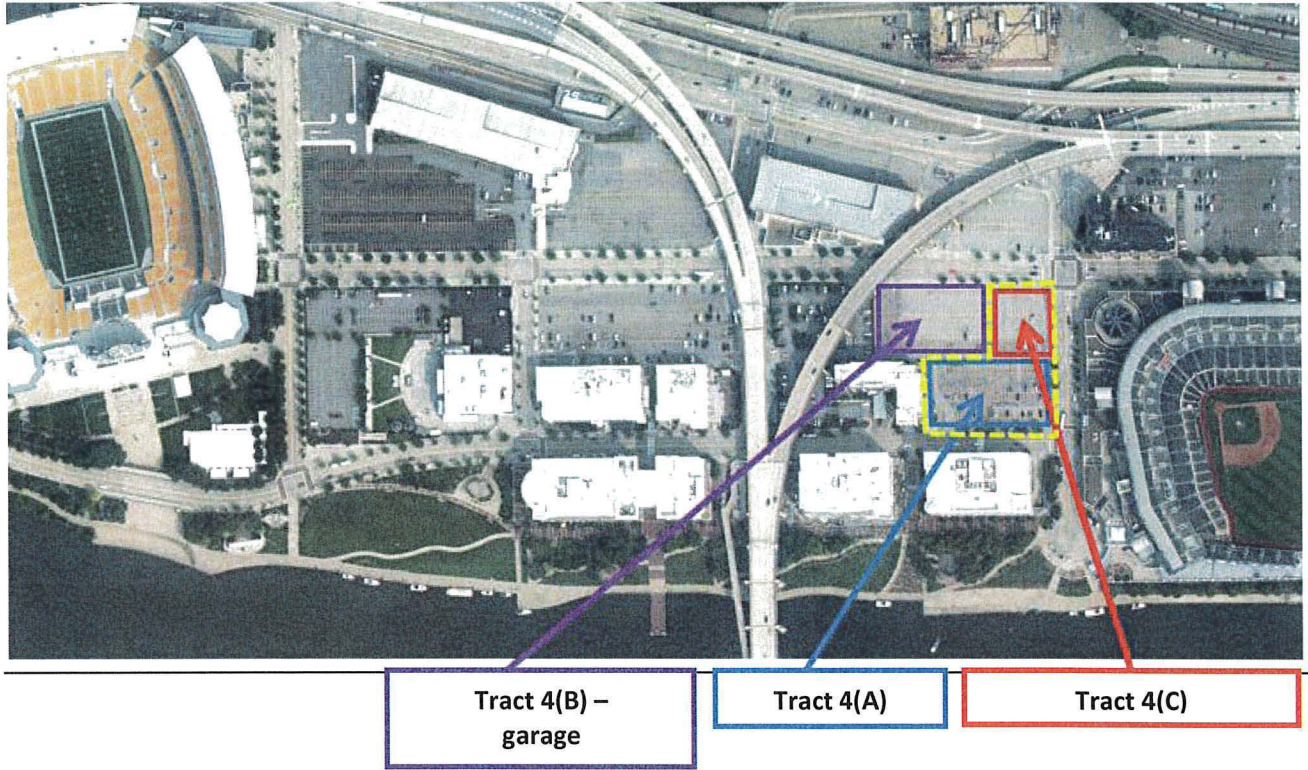


Exhibit B

License Area

