

**2022 AMENDMENT AGREEMENT**

This 2022 Amendment Agreement (herein "**Amendment**") is made and entered into the 27<sup>th</sup> day of January, 2022, with an effective date of January 31, 2022, 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 Option 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 31, 2020 (the "**2020 Amendment**"), the 2021 Amendment Agreement between Optionor and Optionee, dated June 23, 2021 (the "**2021 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, June 15, 2021 and December 21, 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, 2020 Amendment and/or the 2021 Amendment are amended as follows:

(a) Section 1 of the 2019 Amendment, as the same was amended by Sections 1 a, b, c, d and e of the 2020 Amendment and Sections 1 a, b, c, d, e and f of the 2021 Amendment are hereby deleted, and in lieu thereof, the following is inserted:

1. **Parking Lot 4.**

The land previously referred to as parking lot 4 (“**Parking Lot 4**”<sup>1</sup>) which was made up of Parcel 10.1, Parcel 10.2 and the remaining undeveloped portions of Parcel 10.3, Parcel 10.4 and Parcel 10.5 has been subdivided pursuant to that North Shore Subdivision Plan Revision No. 6, recorded in the Allegheny County Department of Real Estate in Plan Book Volume 307, page 12 on October 29, 2020 (the “**Plan**”), Parking Lot 4 shall be developed as three separate tracts referred to herein as “**Tract 4(A)**”, which is Lot 10.2 in the Plan, “**Tract 4(B)**”, which is Lot 10.3 in the Plan and “**Tract 4(C)**”, which is Lot 10.1 in the Plan (collectively, the “**Parking Lot 4 Tracts**”). Optionee agrees that its purchase of the Parking Lot 4 Tracts will be for the purpose of undertaking a mixed-use development consisting of a retail/residential tower on Tract 4(A), a garage which has been completed as of the date hereof on Tract 4(B), and an entertainment/plaza facility on Tract 4(C), as more fully described below. Submissions, reviews, approvals and requirements for the development and the sale of the Parking Lot 4 Tracts shall be governed by and be in accordance with the terms of the Option Agreement, as supplemented and amended by this Amendment.

a. **Subdivision.**

As described above, Optionee has caused Parking Lot 4 to be subdivided into the three (3) development Tracts as provided in the Plan.

b. **Purchase Price of Parking Lot 4 Tracts.**

The surface parking spaces on Tract 4(A) and Tract 4(C) are subject to the terms of the Lease Agreement, dated as of November 30, 1999, by and among Optionor, the SEA, and ALCO Parking Corporation (“**Alco**”), as supplemented and amended, including by, but not limited to, the Release of Space Agreement dated as of April 1, 2004 (collectively, the “**Parking Lease**”).

Pursuant to the Parking Lease, Alco’s parking lease rights may be terminated by the payment of an agreed-upon amount per surface parking space. The agreed-upon termination amount per space increases annually, by CPI<sup>2</sup>, as of each January 1, in accordance with the terms of the above referenced Release of Space Agreement dated as of April 1, 2004. Optionor represents and warrants that the termination amount for calendar year 2022 is \$9,491.12 per space.

The Purchase Price for each of Tract 4(A) and Tract 4(C) shall be equal to the actual amount due to Alco, pursuant to the Parking Lease, to terminate its

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<sup>1</sup> Parking Lot 4 is referred to as Lot 10 on the North Shore Subdivision Plan Revision No. 4. North Shore Subdivision Plan Revision No. 6 subdivides Lot 10 into Lot 10.1, Lot 10.2 and Lot 10.3.

<sup>2</sup> In accordance with the Release of Space Agreement, CPI adjustments shall be made annually based on the index known as the United States Department of Labor, Bureau of Labor Statistics, Consumer Price Index, All Urban Consumers, United States City Average, All Items, or successor index that most closely approximates, provided however, any year the index is a negative number it shall be treated as a zero for this purpose.

parking lease rights with respect to that Tract. Optionor and Optionee agree that the “Purchase Price” for Tract 4(A) and Tract 4(C), respectively, are as follows:

		2022
	<u># parking spaces</u>	<u>Purchase Price</u>
Tract 4(A)	147	\$1,395,194.64
Tract 4(C)	60	\$ 569,467.20

- c. Tract 4(A) (retail/residential high rise building).
- i. Optionee shall build a six-story apartment building with up to 108 market-rate apartments, first floor retail (on at least the 3 sides bordering North Shore Drive, Mazerowski Way and Tract 4(C)) with approximately 15,000 sq feet of ground floor retail/entertainment space that spills through operable storefronts and across outdoor patios that adjoin the Tract 4(C) Plaza (as hereinafter defined) and existing pedestrian corridors, and having a height greater than the Tract 4(B) garage, in accordance with the Site Improvement Plan as approved by Optionor (the “**Tract 4(A) Apartment Building**”).
  - ii. The Tract 4(A) project will include an extension of the pedestrian passageways as provided in the Site Improvement Plan as approved by Optionor.
  - iii. The first floor of the Tract 4(A) Apartment Building shall be constructed with (A) adequate restroom facilities for the patrons of the Tract 4(C) Plaza, including patrons of pre- and post-game events, concerts, other scheduled events, food and beverage services in connection with the Tract 4(C) Plaza, and other invited patrons (but will not be public restrooms), unless such restrooms are located in another area approved by Optionor, which approval shall not be unreasonably withheld, conditioned or delayed, and (B) at least four (4) garage-type doors to allow the portion of the first floor facing Tract 4(C) to be opened (the “**First Floor Required Improvements**”).
  - iv. Tract 4(A) is designated to be the Second Follow-On Parcel. The Option Period for the Second Follow-On Parcel shall expire on January 31, 2022.
  - v. Together with the Take Down of Tract 4(A), the parties shall enter into a Construction License Agreement, providing for certain use of Tract 4(C) for construction staging on terms and conditions as hereinafter provided, and as approved by the Optionor.
  - vi. Execution, delivery and recording of the Parcel 4 License Agreement, as described below, is a condition to closing on the Take Down of Tract 4(A).
  - vii. The parties agree that Section 1.8(a) of the Original Option Agreement requiring Optionor to provide parking for office tenants does not apply to Tract 4(A).

- viii. Within thirty (30) days of the receipt of a Certificate of Occupancy for the multi-family portion of the Tract 4(A) Apartment Building, the portion of the Tract 4(A) Apartment Building that is to contain, among other things, the First Floor Required Improvements, shall be conveyed by lease or as a separate condominium unit to an Affiliate Entity as defined in Section 1(e)(iii) herein (the "**Retail Condo Owner**") and ownership shall remain with the Retail Condo Owner or other such Affiliate Entity unless and until Tract 4(C) reverts to Optionor. The First Floor Required Improvements shall be completed on or before substantial completion of the Tract 4(C) Plaza.
- ix. In accordance with Section 2.4 of the Option Agreement, Optionor was provided a copy of the Phase I Environmental Site Assessment Report, North Shore Lot 10, 218 North Shore Drive, Pittsburgh, Allegheny County, Pennsylvania, 15212 by Civil & Environmental Consultants, Inc., CEC Project 300-538 dated March 18, 2020 (the "**Phase I Report**"), and the Phase II Site Investigation Report of the North Shore Infrastructure Development Area Between Heinz Field and PNC Park, Pittsburgh, PA by L. Robert Kimball & Associates, Inc. (July 28, 2003) (the "**Phase II Report**", which collectively with the Phase I Report, the "**Environmental Reports**"), which Phase I report references the Underground Storage Tank Removal Report by CEC dated July 28, 2009 ("**Storage Tank Report**"). Except as may be set forth in the Environmental Reports and/or the Storage Tank Report, Optionee has no additional information regarding Contamination on Tract 4(A) (Lot 10.2). Optionee further advises Optionor that neither Optionee nor North Shore Plaza, LLC shall seek Optionor's contribution to remediate any Contamination on Tract 4(A) (Lot 10.2).
- d. Tract 4(B) (garage).
- Tract 4(B) has been Taken Down by NORTH SHORE X GARAGE, LLC, a Pennsylvania limited liability company (the "**Tract 4(B) Garage Owner**") and the Tract 4(B) garage has been constructed and is open for business (the "**Tract 4(B) Garage**").
- e. Tract 4(C) (retail/entertainment/plaza).
- i. Optionee shall improve Tract 4(C) with an entertainment plaza that includes an active entertainment destination, with spaces for casual interaction to support neighboring residential and business uses as well as event gathering, in accordance with the Tract 4(C) Final Site Improvement Plan, as hereinafter defined (the "**Tract 4(C) Plaza**"). The first-floor retail portion of the Tract 4(A) Apartment Building shall be designed to activate and support the food and beverage program within the Tract 4(C) Plaza and to provide adequate restroom facilities for the patrons of the Tract 4(C) Plaza, including patrons of pre- and post-game events, concerts, other scheduled events, food and beverage services in connection with the Tract 4(C) Plaza, and other invited

patrons (but will not be public restrooms), unless such restrooms are located in another area approved by Optionor, which approval shall not be unreasonably withheld, conditioned or delayed. The wall on the Tract 4(B) Garage will be aesthetically improved to be an integral part of the Tract 4(C) Plaza. As a condition of Take Down of Tract 4(C), Optionee shall obtain, in form reasonably acceptable to Optionor, the written consent of the Tract 4(B) Garage Owner to make and maintain such improvements. Shade structures shall be located around the Tract 4(C) Plaza to provide varying seating areas. Overall, the composition of spaces will provide public access as well as event spaces.

- ii. Prior to Take Down of Tract 4(C), Optionee shall obtain Optionor approval of the Site Improvement Plan for Tract 4(C), which approval shall not be unreasonably withheld, conditioned or delayed. Optionee has submitted design concept plans for the Tract 4(C) Plaza, which plans were approved by Pittsburgh Planning Commission on 11/23/21 with support of the Optionor (the "**Tract 4(C) Minimum Design Requirements**"). The design concept plans will be further developed, subject to the approval of Optionor (which approval will not be unreasonably withheld, conditioned or delayed), and will be part of the Site Improvement Plan for Tract 4(C) (as finally approved by Optionor, the "**Tract 4(C) Final Site Improvement Plan**").
- iii. Optionee agrees that Tract 4(C) 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; provided, however, that a portion of Tract 4(C) immediately adjacent to the retail area on the first floor of the Tract 4(A) Apartment Building may be licensed to the Retail Condo Owner (or its lessee) for use as an outdoor area to complement the operations in such retail area (the "**Outdoor License**"), provided: (i) a pedestrian passageway to Mazeroski Way is clearly delineated and identified as close as reasonably possible to the Tract 4(A) Apartment Building after giving due regard to the Outdoor License and open to the public at all times except as set forth in Section 1.e.v. herein, and (ii) the Outdoor License shall automatically terminate upon a Tract 4(C) Take Down Failure, a Construction Revesting Event or Control Revesting Event as described in the Lot 10.1 Deed (collectively the "**Outdoor License Conditions**"); and which Outdoor License shall be subject to Optionor's review to confirm that the Outdoor License Conditions are included therein. Optionee agrees that these restrictions will constitute covenants running with the land and shall be included in the Tract 4(C) Deed.
- iv. Tract 4(C) shall be Taken Down by North Shore Plaza, LLC, a Pennsylvania limited liability company (the "**Tract 4(C) Buyer**"), which Tract 4(C) Buyer is a wholly-owned subsidiary of PBP Development, LLC, a Pennsylvania limited liability company, and both the Tract 4(C) Buyer and PBP Development, LLC are affiliates of and under common Control with Pittsburgh Associates, the holder of a Major League Baseball Franchise and

Tenant under 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). Further, Optionee agrees Tract 4(C) shall at all times 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) (an "Affiliate Entity"); otherwise, Tract 4(C) shall revert to the Optionor. "Control" 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 shall be included in the Tract 4(C) Deed.

- v. Terms for the operation of the Tract 4(C) Plaza shall be in accordance with the Tract 4(C) Final Site Improvement Plan. Such terms shall be (A) confirmed annually by the Tract 4(C) Buyer upon request by Optionor and (B) updated whenever substantially revised by the Tract 4(C) Buyer and timely provided to Optionor, which substantial revisions shall be subject to Optionor's approval, which approval shall not be unreasonably withheld, conditioned or delayed. The terms of this Section 1.e.v. will constitute a covenant running with the land and shall be included in the Tract 4(C) Deed. The terms for the operation of the Tract 4(C) Plaza shall include, but not be limited to, the operational plan as follows:

Activation of the Tract 4(C) Plaza: (as part of the record of the 11/23/21 Planning Commission Meeting) (the "Preliminary Operating Plan"):

- Year-Round Public Place. The Tract 4(C) Plaza shall be designed to be both aesthetically pleasing and playful with the goal of attracting visitors, neighboring residents and patrons to the North Shore. Even without special events, Optionee anticipates the Tract 4(C) Plaza will host daily visitors either out for a stroll at lunch or a sit-down in the sun for a cup of coffee or cold drink in the summer. Optionee intends that this will be a popular spot for hikers and bikers on the Heritage Trail.
- Daily Food Offerings. The large retail space in the Tract 4(A) Apartment Building will be used regularly to help activate the Tract 4(C) Plaza. With multiple garage-style doors facing the Tract 4(C) Plaza, when weather appropriate, the indoor space will be opened outward to the Tract 4(C) Plaza with outdoor seating and patrons enjoying food and drink on the Tract 4(C) Plaza. The balance of the Tract 4(C) Plaza will also be open to the public on these occasions.
- North Shore Events. From April through December, the North Shore is the home to over 100 major events with baseball games, Steeler and Pitt

football games, large concerts and other large seasonal events. When appropriate, the outdoor seating area will augment the food and beverage service on the Tract 4(C) Plaza, further attracting visitors to the Tract 4(C) Plaza, Heinz Field during football season and PNC Park during baseball season. The Pirates may also provide other forms of activations in the Tract 4(C) Plaza on North Shore event days, such as DJ's, small concerts, sports broadcasts, sports talk shows, autograph sessions, etc. During these events, the public will have access to all of the Tract 4(C) Plaza, although certain areas may need to be controlled for the purpose of serving alcoholic beverages.

- **Special Events.** In addition to the regular North Shore events discussed above, the Pirates anticipate utilizing the entire Tract 4(C) Plaza, on occasion, for concerts, shows and other forms of activations of the Tract 4(C) Plaza. It is for this reason that the Tract 4(C) Minimum Design Requirements reflect a raised performance stage at the foot of the garage under the "green" wall, although the east side may occasionally serve as the stage so the handsome façade of PNC Park's Homeplate façade is in the backdrop. It is on these occasions the entire Tract 4(C) Plaza, including the pedestrian passageway to Mazeroski Way, may be access controlled and limited to patrons; provided, however, that good faith efforts shall be used while planning such events to keep the pedestrian passageway to Mazeroski Way open for use by the public, and all closures shall be in compliance with the provisions contained in the Tract 4(C) Final Site Improvement Plan.
- vi. In accordance with Section 2.4 of the Option Agreement, Optionor was provided a copy of the Environmental Reports. Except as may be set forth in the Environmental Reports and/or the Storage Tank Report, Optionee has no additional information regarding Contamination on Tract 4(C) (Lot 10.1). Optionee further advises Optionor that neither Optionee nor North Shore Plaza, LLC shall seek Optionor's contribution to remediate any Contamination on Tract 4(C) (Lot 10.1).
- vii. **Tract 4(C) Construction License Agreement:** The Tract 4(C) Construction License Agreement shall be executed at the Take Down of Tract 4(A) and shall permit the Licensee to complete site preparation work in anticipation of the takedown of Tract 4(C), at the same time it is constructing the Tract 4(A) Apartment Building. Notwithstanding Optionor providing for the Optionee's use of Tract 4(C) pursuant to the Tract 4(C) Construction License Agreement, the parties shall cooperate to enable Optionor to continue to use Tract 4(C) for surface parking to the extent possible.
- viii. **Purchase Price:** Optionee shall pay to Optionor the Purchase Price for Tract 4(C) upon execution of the Tract 4(C) Construction License Agreement.

- ix. **Tract 4(C) Deed:** The deed for Tract 4(C) shall be substantially in the form attached hereto as **Exhibit A** (the “**Tract 4(C) Deed**”).
- x. **Tract 4(C) Conditions:** In order for the Optionee to Take Down Tract 4(C), all of the following conditions must be met (collectively, the “**Tract 4(C) Conditions**”):
1. Janet Marie Smith, as consultant to Optionee (or another consultant reasonably acceptable to Optionor), shall verify, in writing, that the Tract 4(C) Final Site Improvement Plan is in accordance with the Tract 4(C) Minimum Design Requirements and Preliminary Operating Plan and shall recommend, in writing, the Tract 4(C) Final Site Improvement Plan as meeting the objectives and intent described in (i) above;
  2. Optionee shall: (i) complete the Tract 4(C) Final Site Improvement Plan; and (ii) obtain all permits required for construction of the Tract 4(C) Final Site Improvement Plan;
  3. Optionee shall obtain the approval of Optionor (which approval shall not be unreasonably withheld, conditioned or delayed) to the Tract 4(C) Final Site Improvement Plan. The Tract 4(C) Final Site Improvement Plan shall include the operational plan for Tract 4(C), including, without limitation, the Preliminary Operating Plan, as required in the Tract 4(C) Deed, the use of the First Floor Required Improvements in the Tract 4(A) Apartment Building to support the Tract 4(C) Plaza, as described in this Amendment and required in the deed for Tract 4(A), and the provisions related to the times and extent to which public access to Tract 4(C) Plaza, including, but not limited to, the pedestrian passageway, may be limited;
  4. Completion Guaranties for the Tract 4(C) project, the First Floor Required Improvements and the Parcel 4 project, reasonably satisfactory to Optionor, has been provided; and
  5. Optionee must be ready to commence construction of the Tract 4(C) improvements in accordance with the Tract 4(C) Final Site Improvement Plan within sixty (60) days, and the construction schedule must provide that substantial completion of construction of the Tract 4(C) improvements shall be on or before completion of the Tract 4(A) Apartment Building.
  6. All other conditions pursuant to the Option Agreement have been met.
- xi. **Tract 4(C) Take Down Failure:** In the event the Tract 4(C) Conditions are not met by March 31, 2023 (a “**Tract 4(C) Take Down Failure**”):



1. The Tract 4(C) Construction License Agreement shall terminate;
2. The Outdoor License shall terminate;
3. Upon completion of the Return Conditions, as defined in Section 6 of the Tract 4(C) Construction License Agreement, the Purchase Price for Tract 4(C) less the Deductions, shall be paid to Optionee. As used herein, the term "**Deductions**" shall mean all costs and expenses (including reasonable attorneys' fees and costs) in enforcing its rights hereunder and under the Tract 4(C) Construction License Agreement, including costs and expenses incurred by the Optionor, including without limitation, costs necessary to return Tract 4(C) to a permitted surface parking lot, and provide government approvals and permits (should Optionee fail to do so) (the "**Prior Use**") all taxes, assessments, and water and sewer charges with respect to the Tract 4(C) or part thereof, any costs incurred to cure any title defects caused by Optionee, any payments made or necessary to be made to discharge any encumbrances or liens existing on the Tract 4(C) or part thereof at the time of termination of the Tract 4(C) License Agreement or to discharge or prevent from attaching or being made any subsequent encumbrances or liens due to obligations, defaults, or acts of the Optionee, its successors or transferees; any expenditures made or obligations incurred by Optionor with respect to the making or completion of the improvements or any part thereof on Tract 4(C) or part thereof to restore the Prior Use, and any amounts otherwise owing the Optionor by the Optionee or its successors or transferees.
4. Tract 4(C) shall be removed from the Option Area.

*xii.* Notwithstanding any other provision of the Option Agreement, (1) the Option Period for Tract 4(C) is revised to expire on March 31, 2023, and (2) unless otherwise approved by Optionor, Tract 4(C) may not be taken down unless: (i) Tract 4(A) has first been taken down and construction of the Tract 4(A) Apartment Building has commenced, and (ii) by March 31, 2023, the Tract 4(C) Conditions have been met.

(b) Section 2 of the 2019 Amendment, as the same was amended by Section 1(f) of the 2020 Amendment and by Sections 1(g) and 1(h) of the 2021 Amendment is amended and restated as follows:

**2. Parking Lot 2.**

The land currently operated as parking lot 2 (referred to herein as "**Lot 2**"<sup>3</sup>) is made up of the remaining portion of Parcel 7.2 (which is part of the Property subject to the

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<sup>3</sup> Parking Lot 2 is referred to as "Lot 8" on the North Shore Subdivision Plan Revision No.5.

Option Agreement), and all of Parcel 7.3 (which is owned by the Optionor but is not part of the Property subject to the Option Agreement).

If by March 31, 2023, Tract 4(A) and Tract 4(C) have been Taken Down for development in accordance with the terms hereof, and the Parcel 4 License Agreement has been executed, the following provisions shall apply with respect to Lot 2 (with a. through d. below being the "**Tract 2 Provisions**"):

- a. Parcel 7.3 shall be added to the Property that is subject to the Option Agreement. (Parcel 7.3 and the remaining portion of Parcel 7.2 shall then be a development tract under the Option Agreement referred to herein as "**Tract 2**").
- b. As part of any development of Tract 2 by Optionee, Optionee will consider in good faith a residential component if economically feasible at the time. A freestanding parking garage is prohibited on Tract 2 but integral parking may be included as described in this Section 2(b). Notwithstanding any other provision of the Option Agreement to the contrary, the minimum height of the development on Tract 2 shall be not less than 4 stories, of which only one floor may be parking. For each additional floor of mixed use development added, an additional floor of parking may be added. The use and Site Improvement Plan (as defined in Section 4.3 of the Option Agreement) shall, notwithstanding anything to the contrary set forth herein, be subject to the approval process outlined in Section 4.3 of the Option Agreement. The parties agree that Section 1.8(a) of the Original Option Agreement requiring Optionor to provide parking for office tenants does not apply to Tract 2.
- c. The Purchase Price for Tract 2 shall be the greater of (i) the Fair Market Value, based on an appraisal, to be made after agreement on the use, as described in Section 3 of the 2011 Amendment, or (ii) the amount due to Alco, pursuant to the Parking Lease, to terminate its parking lease rights with respect to Tract 2, as described in Section 1(b) above.
- d. The Option Period for Tract 2 shall be extended to December 31, 2024 and all of the Tract 2 Provisions shall continue to apply.
- e. Tract 2 may not be Taken Down unless and until: (i) Tract 4(A) has been Taken Down and construction of the Tract 4(A) Apartment Building, including, without limitation, the First Floor Required Improvements, have been completed in accordance with the Site Improvement Plan as approved by Optionor, as evidenced by certificates of occupancy; (ii) Tract 4(C) has been Taken Down and construction of all improvements have been completed in accordance with the Tract 4(C) Final Site Improvement Plan; and (iii) the Parcel 4 License Agreement has been fully executed, the Parcel 4 License Fee has been paid, all Parklet Property Improvements (as defined therein) have been completed, and no default by Licensee thereunder has occurred and is continuing.

- f. Except as provided herein, all other provisions of the Option Agreement apply to the Take Down of Tract 2.

(c) Section 3 of the 2019 Amendment, as amended by Section 1(g) of the 2020 Amendment, as further amended by Sections 1(i) and 1(j) of the 2021 Amendment is amended and restated as follows:

3. **Parcel 4 [a portion of Parking Lot 5].**

Parcel 4, as defined in the Option Agreement, is a portion of the land which is currently operated by Optionor as parking lot 5.

The land currently operated as parking lot 5 comprises approximately 118 surface parking spaces. Of those 118 spaces, approximately 76 spaces (the "**Parcel 4 Spaces**") are located on Parcel 4 (which is part of the Property which was subject to the Option Agreement) and the remaining 42 spaces are located on land that is owned by Optionor but is not part of the Property subject to the Option Agreement (the "**Adjoining Parcel**").

An area containing approximately five (5) of the 76 Parcel 4 Spaces (the area situated at the corner of West General Robinson Street and Mazerowski Way) and as further described in the Parcel 4 License Agreement as hereinafter defined, as the "**Parklet**", shall be landscaped and otherwise improved to provide aesthetic appeal so that the four corners and the spaces created by this intersection will read as a cohesive and intentional design, in accordance with the Site Improvement Plan for the Parklet as approved by Optionor, which approval shall not be unreasonably withheld, conditioned or delayed (as defined in the Parcel 4 License Agreement as the "**Parklet Improvement Plan**"). General terms for the continuing maintenance and operation of the Parklet shall be made part of the Parklet Improvement Plan to be submitted to, and approved by, Optionor in accordance with the immediately preceding sentence. Optionee agrees that this commitment shall be included in the Parcel 4 License Agreement, as hereinafter defined.

The remaining approximately 71 spaces of Parcel 4 (exclusive of the Parklet) along with the remaining 42 spaces in the Adjoining Parcel are hereinafter referred to as the "**SA Spaces**".

Notwithstanding any other provision of the Option Agreement, as a condition to the Tract 4(A) Take Down, Optionor and the Tract 4(C) Buyer (also referred to as the "**Parcel 4 Licensee**") shall enter into a license agreement for the development, maintenance and operation of the Parklet, substantially in form and content satisfactory to Optionor (the "**Parcel 4 License Agreement**").

Provided no default by the Parcel 4 Licensee has occurred and is continuing under the Parcel 4 License Agreement, Optionor agrees that the SA Spaces will continue to be operated as a parking lot through February 28, 2031, in accordance with prior practice.

Except as otherwise provided in the Parcel 4 License Agreement, the Parcel 4 Licensee (or its successor/assignee) shall at all times be 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 Parcel 4 Licensee may assign its interest in this Agreement to a Football Party (as provided in the Parcel 4 License Agreement). If an assignment to the Football Party does not occur as provided therein, or at any time following such assignment, no National Football League franchisee is a tenant in Heinz Field, then, the Parcel 4 License Agreement shall terminate, except that Optionor may exercise all rights and remedies available to it with respect to any Events of Default (as defined therein) which are continuing at time of such termination. No assignment of the Parcel 4 License Agreement by the Parcel 4 Licensee is permitted, other than in accordance with the Parcel 4 License Agreement. Optionee agrees that these restrictions shall be included in the Parcel 4 License Agreement.

The license fee that shall be due to Optionor for the Parcel 4 License Agreement shall be the amount due to Alco, pursuant to the Parking Lease, to terminate its parking lease rights with respect to the Parklet, taking into account the annual CPI per space increases through the date of payment, in accordance with the terms of the above-referenced Release of Space Agreement (the "**Parcel 4 License Fee**"). The Parcel 4 License Fee shall be paid on or prior to the License Effective Date, as defined in the Parcel 4 License Agreement.

Parcel 4 is hereby removed from the Option Area.

(d) Section 8 of the 2019 Amendment, as amended by Section 1(h) of the 2020 Amendment, as amended by Section 1(l) of the 2021 Amendment is hereby amended and restated to read:

8. **Expiration of Option Agreement.**

Pursuant to the that certain letter agreement dated December 21, 2021 and the Memorandum of Option Agreement 2021 Extension/Amendment with an Effective Date of December 28, 2021 and recorded in the Allegheny County Department of Real Estate at Deed Book Volume \_\_\_, Page \_\_\_, the term of the Option Agreement and the Option Term was extended from December 31, 2021 to, and shall expire on January 31, 2022.

Notwithstanding the foregoing, in the event Tract 4(A) is Taken Down for development, in accordance with the terms of the Option Agreement and

herein by January 31, 2022, then the Option Term shall be extended so that the Final Date, as defined in the Option Agreement, WITH RESPECT TO Parcel 7.2 AND TRACT 4(C) ONLY is extended to March 31, 2023 and the parties shall execute the Memorandum of Option Agreement 2022 Extension/Amendment, in form and substance satisfactory to Optionor, and Optionee shall cause the same to be recorded in the Allegheny County Department of Real Estate. The Option Agreement shall expire on January 31, 2022, 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 Parcel 7.2 and Tract 4(C). TIME BEING OF THE ESSENCE in all respects.

If by March 31, 2023, Tract 4(C) has been Taken Down for development and the Parcel 4 License Agreement has been executed, all in accordance with the terms hereof: (i) Parcel 7.3 shall be added to the Option Area (Parcel 7.2 together with Parcel 7.3 referred to as "Tract 2"); (ii) the Option Term for Tract 2 shall be extended to December 31, 2024; and (iii) the parties shall execute the Memorandum of Option Agreement 2023 Extension/Amendment, substantially in the form attached as **Exhibit B** and Optionee shall cause the same to be recorded in the Allegheny County Department of Real Estate. In such case, the Option Agreement shall expire on March 31, 2023 with respect to Tract 4(C) and 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.

Notwithstanding any other provision hereof or of the Option Agreement, the Option Agreement shall not be extended beyond December 31, 2024 for any reason. Without limiting the generality of the foregoing, the parties agree that section 4.6 of the Option Agreement is not applicable to extend the Option Agreement beyond December 31, 2024.

(e) Section 1(m) of the 2021 Amendment is hereby amended and restated to read:

m. If by January 31, 2022, Tract 4(A) has been Taken Down for development of the Tract 4(A) Apartment Building in accordance with the terms hereof, and thereafter, upon completion of construction of the Tract 4(A) Apartment Building as evidenced by certificates of occupancy, 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)(C) of the 2020 Amendment.

(f) Section 2, Delayed Option Term, of the 2021 Amendment is hereby deleted in its entirety.

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, the 2020 Amendment and 2021 Amendment, are 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 Corturo  
Name: Mary K Corturo  
Title: Executive Director

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: \_\_\_\_\_

Exhibits:

- A. Form of Tract 4(C) Deed
- B. Form of Memorandum of Option Agreement 2023 Extension/ Amendment

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

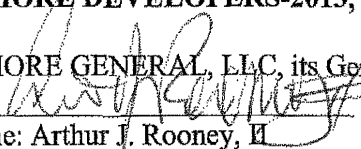
OPTIONOR:

**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: President

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

Exhibits:

- A. Form of Tract 4(C) Deed
- B. Form of Memorandum of Option Agreement 2023 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: President

By: HOME RUN DEVELOPMENT, LLC, its General Partner  
By:  \_\_\_\_\_  
Name: Travis Williams  
Title: President

Exhibits:

- A. Form of Tract 4(C) Deed
- B. Form of Memorandum of Option Agreement 2023 Extension/ Amendment

EXHIBIT A  
LOT 10.1 (TRACT 4(C)) DEED

LOT 10.1  
SPECIAL WARRANTY DEED

MADE \_\_\_\_\_, 20\_\_\_, effective as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_ (the "Effective Date"), between STADIUM AUTHORITY OF THE CITY OF PITTSBURGH, a body corporate and politic existing under the laws of the Commonwealth of Pennsylvania (the "Grantor"), and NORTH SHORE PLAZA, LLC, a Pennsylvania limited liability company (the "Grantee").

WITNESSETH, that the said Grantor in consideration of Five Hundred Sixty Nine Thousand Four Hundred Sixty Seven and 20/100 Dollars (\$569,467.20) ("Purchase Price") paid to Grantor by Grantee, receipt of which is hereby acknowledged, does grant, bargain, sell and convey to Grantee, its successors and assigns, all that certain property situate in the 22nd Ward of the City of Pittsburgh, Allegheny County, Pennsylvania, along with any and all improvements thereon, as more particularly described on Exhibit "A" attached hereto and made a part hereof (collectively, the "Property").

TOGETHER WITH all and singular, the buildings and improvements, ways, easements, rights of way, permits, streets, alleys, passages, waters, water courses, rights, liberties, privileges, hereditaments and appurtenances whatsoever thereunto belonging, or in anywise appertaining, and the reversions and remainders, awards, rents, issues and profits thereof; and all the estate, right, title, interest, property, claim and demand whatsoever of the said Grantor, in law, equity or otherwise, howsoever, of, in and to the same and every part thereof.

SUBJECT TO AND TOGETHER WITH that certain Encroachment Easement Agreement by and between Grantor and North Shore X Garage, LLC, a Pennsylvania limited liability company, dated October 23, 2020 to be effective as of October 28, 2020, and recorded in the Department of Real Estate of Allegheny County, Pennsylvania at Deed Book Volume 18205, page 526.

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 in the North Shore Subdivision Plan Revision No. 6, recorded in the Allegheny County Department of Real Estate in Plan Book Volume 307, page 12 (the "Plan Revision No. 6"), (hereinafter referred to as "Lot 10.1", "Lot 10.2" and "Lot 10.3", respectively), 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 10.2 and Lot 10.3. 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 Pedestrian Passageway Easement, without the written approval and consent of the Grantor, and if the Grantor has merged, dissolved or otherwise terminated, then written approval and consent by its successor shall be required, or if no successor, then written approval and consent by the Sports & Exhibition Authority of Pittsburgh and Allegheny County, and if the Sports & Exhibition Authority of

Pittsburgh and Allegheny County has dissolved or otherwise terminated, then written approval and consent by the City of Pittsburgh shall be required, in the stead of Grantor.

UNDER AND SUBJECT TO matters listed in Exhibit "B" attached hereto and made a part hereof (collectively, the "Permitted Exceptions").

EXCLUSIVE of and reserving all ownership rights which are hereby exclusively retained by Grantor, for itself, and its purchasers, successors and assigns, in all coal, coalbed methane, oil, gas, other gaseous, liquid and solid hydrocarbons of any kind, quality or variety whatsoever, oil shale or natural gas shale, and any other minerals (collectively and without limitation, the "Oil, Gas, and Minerals") within and underlying such Property and/or appurtenant thereto, together with the right to explore for and develop all such Oil, Gas and Minerals; provided, however, (a) Grantor is prohibited from accessing, using or disturbing any of the surface of the Property for any purpose in connection with the exploration for and development of the Oil, Gas and Minerals, which includes, without limitation, a prohibition against use of the surface of the Property for seismic testing and/or installing or erecting drilling rigs, pipelines, separators, dehydrators and/or compressor stations related to exploration and development of the Oil, Gas and Minerals on the surface of the Property, provided, however, that such limitation on the use of the surface of the Property does not prevent or prohibit Grantor in any way from conducting seismic testing or other exploration techniques using the surface of other properties upon which it has the right to conduct such seismic testing or other exploration techniques, whether adjacent or contiguous, so long as Grantor or its successors, purchaser, or assigns do so in a manner that does not access, use, or disturb the surface of the Property; (b) Grantor is prohibited from accessing, using or disturbing the subsurface of the Property for natural gas storage, carbon sequestration, secondary recovery of natural gas, disposal wells, injection wells, water disposal facilities and/or pipelines; and (c) the exploration and development of the Oil, Gas and Minerals by Grantor shall be limited to accessing the subsurface of the Property by any and all means now existing or existing in the future due to advances in technology, including without limitation horizontal drilling and hydraulic fracture stimulation or other subsurface exploration or development techniques, which exploration and development of the Oil, Gas and Minerals shall occur from property owned by an individual or entity other than Grantee. The obligations set forth in subparts (a), (b) and (c) shall run with the land and Grantor's interest in the Oil, Gas, and Minerals and shall be binding upon Grantor's purchasers, successors, assigns and any lessee of the Oil, Gas and Minerals.

#### REVESTING EVENT:

(a) Construction Requirements:

Grantee covenants and agrees that Grantee shall commence, or cause to be commenced, construction of an entertainment plaza (the "Plaza") on the Property (the "Project") in accordance with a Site Improvement Plan (as defined in the Option Agreement) approved in accordance with the terms of that certain Option Agreement between Grantor and North Shore Developers, L.P., dated September 25, 2003, as amended by that certain Reaffirmation, Settlement and Amendment Agreement, dated December 30, 2008, the first Amendment to Reaffirmation, Settlement and Amendment Agreement dated March 31, 2009, that certain Amendment Agreement, dated November 11, 2011, as assigned by North Shore Developers, L.P. to North Shore Developers-2013, LP, a Pennsylvania limited partnership (the "Optionee") pursuant to that certain Assignment and Assumption Agreement, dated July 30, 2013, the 2017 Amendment Agreement between the Grantor

and Optionee dated September 13, 2017, the 2019 Amendment Agreement between the Grantor and the Optionee dated October 31, 2019, the 2020 Amendment Agreement between the Grantor and the Optionee dated as of August 31, 2020, the 2021 Amendment Agreement between the Grantor and the Optionee dated as of June 23, 2021, the 2022 Amendment Agreement between the Grantor and the Optionee dated January 31, 2022 (the "2022 Amendment"), those certain letter agreements by Grantor and Optionee 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, June 15, 2021, and December 21, 2021, January 31, 2022, and as further amended by that certain letter agreement, dated on or about even date herewith (as the same may be further amended from time to time, the "Option Agreement") and Grantee shall complete construction in accordance with the Site Improvement Plan, and, on even date herewith, Grantee has caused a completion guaranty in favor of Grantor to be delivered to Grantor ("Completion Guaranty"). Grantee or its architect shall notify the Grantor in writing five (5) days prior to the commencement of construction on the Property.

Should Grantee fail to enter into a construction contract with a firm date and commence or cause to be commenced construction on the Property on or before sixty (60) days from the Effective Date (the "Construction Commencement Date") (such failure to commence construction by the Construction Commencement Date being a "Commencement Default"), or if construction was properly commenced on or before the Construction Commencement Date, but Grantee fails to substantially complete or cause to be substantially completed, construction on the Property in accordance with the approved Site Improvement Plan within twenty-four (24) months after the Effective Date (a "Completion Default"), subject at all times in either case to Section 8.8 of the Option Agreement, entitled "Force Majeure", and if such failure to commence or to complete, as the case may be, is not cured or remedied within thirty (30) days with respect to a Commencement Default or six (6) months with respect to a Completion Default, as applicable, after written demand delivered to Grantee to do so (the "Demand Notice"), then Grantor shall have the right to, (i) with respect to a Commencement Default, as its sole right and remedy, to terminate the Option Agreement with respect to Optionee's right to Take Down (as defined in the Option Agreement) additional Tracts (as defined in the Option Agreement) and re-enter and take possession and/or title of the Property (the "Construction Revesting Event"); and (ii) with respect to a Completion Default, as its sole right and remedy, to terminate the Option Agreement with respect to Optionee's right to Take Down additional Tracts and sue under the Completion Guaranty and enforce its rights thereunder; provided, however, that so long as a Commencement Default or a Completion Default has occurred and is continuing, at the Grantor's option, the Optionee may not Take-Down any Tracts (with no delay in the applicable Option Periods (as defined in the Option Agreement)). Upon commencement of construction on the Property, Grantor will execute and record an instrument stating that the Property is no longer subject to this reconveyance right.

Upon the Construction 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 upon Grantor paying to Grantee the Purchase Price less the Deductions (as hereinafter defined) and Grantor shall take-back fee simple, good and marketable title to the Property, subject only to the Permitted Exceptions. 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. In furtherance of the foregoing, Grantee agrees that no mortgage shall be permitted to be placed on the Property prior to the Construction Commencement Date.

Upon the Construction Revesting Event and the payment by Grantor to Grantee of the Purchase Price less the Deductions, Grantor may re-enter and take possession of the Property and terminate (and re-vest in the Grantor) the estate conveyed by this Deed. The conveyance of the Property is hereby made subject to a condition subsequent that in the event of the Construction 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, and any successors and assigns in interest to and in the Property, shall revert to the Grantor.

As used herein, the term "Deductions" shall mean all costs and expenses (including reasonable attorneys' fees and costs) in enforcing its rights hereunder, including costs and expenses incurred by the Grantor (including enforcing the Grantor's reverter right); all taxes (including all real estate taxes for the period through the end of the calendar year in which Grantor acquires the Property pursuant to the Construction Revesting Event), assessments, and water and sewer charges with respect to the Property or part thereof (or, in the event the Property is exempt from taxation or assessment or charges during the period of ownership thereof by the Grantor, an amount, if paid, equal to such taxes, assessment, or charges as determined by the appropriate assessing official as would have been payable if the Property were not so exempt); any realty transfer taxes, any costs incurred to cure any title defects caused by Grantee, any payments made or necessary to be made to discharge any encumbrances or liens existing on the Property or part thereof at the time of revesting of the title thereof in the Grantor or to discharge or prevent from attaching or being made any subsequent encumbrances or liens due to obligations, defaults, or acts of the Grantee, its successors or transferees; any expenditures made or obligations incurred with respect to the making or completion of the improvements or any part thereof on the Property or part thereof, and any amounts otherwise owing the Grantor by the Grantee or its successors or transferees.

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.

(b) Grantee Required Affiliation with a Major League Baseball Franchise:

Grantee is an affiliate of Pittsburgh Associates, a Pennsylvania limited partnership, 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 the Property within fifteen (15) days 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 Property 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 Property (the "Control Revesting Event").

Upon the Control 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 or leases 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. Notwithstanding the foregoing, any mortgage on the Property shall contain automatic release provisions for the Property upon notice of a Control Revesting Event, and Grantee shall cause the lender to execute and deliver a mortgage satisfaction document (in recordable form) evidencing that the Property 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 Control 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 Control 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.

## COVENANTS RUNNING WITH THE LAND:

1. To and until May 31, 2053, Grantee agrees not to file or permit the filing of any application or document seeking any exemption of the Property from real estate taxation. If and to the extent the Property or any portion of the Property is nevertheless deemed to be exempt from real estate taxation, Grantee shall make payments to the taxing bodies, in amounts equivalent to the real estate taxes that would be due if the Property were taxable. Such payment shall be made when taxes would otherwise be payable. Such payment will be based upon the fair market value of the land and all improvements constructed therein. This covenant shall run with the land and the provisions hereof shall be binding upon any subsequent purchaser, lessee, assignee or transferee of the Property or any portion thereof to and until May 31, 2053. The foregoing covenant is not intended to limit the ability of Grantee or any subsequent purchaser, lessee, assignee or transferee of the Property to protest the amount of transfer taxes or real estate taxes.

2. Grantee, for itself, its purchasers, successors and assigns, covenants and agrees that the Property shall not be used for surface parking. This covenant shall be a covenant running with the land and the provisions hereof shall be binding upon any subsequent purchaser, lessee, assignee or transferee of the Property or any portion thereof to and until May 31, 2053.

3. Grantee, for itself, its purchasers, successors and assigns, covenants and agrees that the Property may not be subdivided, whether by deed or lease or otherwise, without the prior written consent of Grantor, in the sole discretion of Grantor; provided, however, that a portion of the Property immediately adjacent to the First Floor Required Improvements in the Tract 4(A) Apartment Building may be licensed to the Retail Condo Owner (or its lessee) for use as an outdoor area to complement the operations in the Retail Condo (the "Outdoor License"), provided: (i) the Lot 10.1 Pedestrian Thoroughfare (as hereinafter defined) is clearly delineated and identified as close as reasonably possible to the Tract 4(A) Apartment Building after giving due regard to the Outdoor License, and (ii) the Outdoor License shall automatically terminate upon a Construction Revesting Event or Control Revesting Event (collectively the "Outdoor License Conditions"); and which Outdoor License shall be subject to Grantor's review to confirm that the Outdoor License Conditions are included therein. (Capitalized terms not defined in this paragraph are as defined in the 2022 Amendment).

4. Grantee, for itself, its purchasers, successors and assigns, covenants and agrees that the Property shall be improved with an entertainment plaza that includes an active entertainment destination, with spaces for casual interaction to support neighboring residential and business uses as well as event gathering, in accordance with the Tract 4(C) Final Site Improvement Plan (as defined in the 2022 Amendment) approved by Grantor in accordance with the 2022 Amendment and will constitute a covenant running with the land. The restroom facilities required to be constructed as part of the First Floor Required Improvements, as defined in the 2022 Amendment and that certain Deed for Lot 10.2 by and between Grantor and Grantee dated January 31, 2022 and recorded in the Allegheny County Department of Real Estate at Deed Book Volume \_\_\_, page \_\_\_, shall be available to the patrons of the Plaza, including patrons of pre- and post-game events, concerts, other scheduled events, food and beverage services in connection with the Lot 10.1 Plaza, and other invited patrons (but will not be public restrooms), unless such restrooms are located in another area approved by the Grantor, which approval shall not be unreasonably withheld, conditioned or delayed. The wall of the garage erected on Lot 10.3 will be aesthetically improved

to be an integral part of the Plaza. Shade structures shall be located around the Plaza to provide varying seating areas. Overall, the composition of spaces will provide public access as well as event spaces (with the details as provided herein and as contained in the Tract 4(C) Final Site Improvement Plan deemed to be the "Tract 4(C) Minimum Design Requirements", as defined in the 2022 Amendment).

5. Grantee, for itself, its purchaser, successors and assigns, covenants and agrees that initial terms for the operation of the Property shall be in accordance with the Tract 4(C) Final Site Improvement Plan approved by Grantor, and, upon request, shall be (A) confirmed annually by Grantee upon request by Grantor and (B) updated whenever substantially revised by Grantee and timely provided to Grantor, which substantial revisions shall be subject to Grantor's approval, which approval shall not be unreasonably withheld, conditioned or delayed, and will constitute a covenant running with the land. The initial terms shall include, but not be limited to the preliminary operating plan as follows:

Activation of the Plaza: (as part of the record of the 11/23/21 Planning Commission Meeting) (the "Preliminary Operating Plan"):

- Year-Round Public Place. The Plaza shall be designed to be both aesthetically pleasing and playful with the goal of attracting visitors, neighboring residents and patrons to the North Shore. Even without special events, Grantee anticipates the Plaza will host daily visitors either out for a stroll at lunch or a sit-down in the sun for a cup of coffee or cold drink in the summer. Grantee intends that this will be a popular spot for hikers and bikers on the Heritage Trail.
- Daily Food Offerings. The large retail space in the building to be constructed on Lot 10.2 controlled by the Grantee or its affiliate, will be used regularly to help activate the Plaza. With multiple garage-style doors facing the Plaza, when weather appropriate, the indoor space will be opened outward to the Plaza with outdoor seating and patrons enjoying food and drink on the Plaza. The balance of the Plaza will also be open to the public on these occasions.
- North Shore Events. From April through December, the North Shore is the home to over 100 major events with baseball games, Steeler and Pitt football games, large concerts and other large seasonal events. When appropriate, the outdoor seating area will augment the food and beverage service on the Plaza, further attracting visitors to the Plaza, Heinz Field during football season and PNC Park during baseball season. The Grantee may also provide other forms of activations in the Plaza on North Shore event days, such as DJ's, small concerts, sports broadcasts, sports talk shows, autograph sessions, etc. During these events, the public will have access to all of the Plaza, although certain areas may need to be controlled for the purpose of serving alcoholic beverages.
- Special Events. In addition to the regular North Shore events discussed above, the Grantee anticipates utilizing the entire Plaza, on occasion, for concerts, shows and other forms of activations of the Plaza. It is for this reason that the Tract 4(C) Minimum Design Requirements reflect a raised performance stage at the foot of the garage under the "green" wall, although the east side may occasionally serve as the stage so the handsome façade of



PNC Park's Homeplate façade is in the backdrop. It is on these occasions the entire Plaza, including the Lot 10.1 Pedestrian Thoroughfare, may be access controlled and limited to patrons; provided, however, that good faith efforts shall be used while planning such events to keep the Lot 10.1 Pedestrian Thoroughfare open for use by the public, and all closures shall be in compliance with the provisions contained in the Tract (C) Final Site Improvement Plan.

6. Grantee, for itself, its purchasers, successors and assigns, covenants and agrees that a pedestrian thoroughfare to Mazeroski Way shall be delineated within the cross-hatched area designated as the "Lot 10.1 Pedestrian Thoroughfare Area" on Exhibit "C", including all air rights associated therewith (collectively, the "Lot 10.1 Pedestrian Thoroughfare"), running east-west and clearly delineated and identified, as close as reasonably possible to the Lot 10.2 property line on the north side of the Building constructed on Lot 10.2 (after giving due regard to the Outdoor License), shall be open to the public at all times except as set forth in the Tract 4(C) Final Site Improvement Plan, and shall be constructed as a continuous, permanent public passageway connecting with the Pedestrian Thoroughfare (as defined in that certain deed by and between Grantor and North Shore X Garage, LLC, recorded on October 29, 2020 in the Recorder's Office at Deed Book Volume 18205, page 274) to Mazeroski Way, by constructing permanent concrete walkways, and other related surface improvements, all in substantial accordance with Exhibit "C", and shall remain as a pedestrian passageway throughout the period set forth in the immediately following paragraph; provided, however, that Grantee and/or its purchasers, successors and/or assigns may temporarily restrict access to portions of the Lot 10.1 Pedestrian Thoroughfare by the use of temporary ropes or temporary partitions for maintenance, repairs or replacements on the Property but such restriction shall only apply for such limited time period necessary to conduct such maintenance, repairs or replacements, and an alternate pedestrian connection shall be provided to Mazeroski Way during the time of such temporary restriction.

There shall be no third-party beneficiaries of the covenants set forth in Sections 2, 3, 4 5 and 6; provided, however, that this provision shall not be construed to prohibit the public from gathering on Lot 10.1 or using the Lot 10.1 Pedestrian Thoroughfare pursuant to Section 5 herein. The covenants set forth in Sections 3, 4, 5 and 6 shall be covenants running with the land and the provisions hereof shall be binding upon any subsequent purchaser, lessee, assignee or transferee of the Property. The covenants set forth in Sections 1, 2, 3, 4, 5 and 6 may be amended with Grantor's written approval as set forth therein and if Grantor has merged, dissolved or otherwise terminated, then written approval by its successor shall be required, or if no successor, the written approval of the SEA shall be required, and if the SEA has dissolved or otherwise terminated, then the written approval of the City of Pittsburgh shall be required, in the stead of Grantor.

## ENVIRONMENTAL MATTERS

Pursuant to Section 512(b) of the Hazardous Sites Cleanup Act of 1998, P.L. 756, No. 108, § 512(b) (35 P.S. § 6020.512(b)), Grantor hereby acknowledges that hazardous substances have been identified on the Property as reported in the *Phase I Environmental Site Assessment Report, North Shore Lot 10, 218 North Shore Drive, Pittsburgh, Allegheny County, Pennsylvania, 15212* by Civil & Environmental Consultants, Inc., CEC Project 300-538 dated March 18, 2020 (the "CEC Report"), and the *Phase II Site Investigation Report of the North Shore Infrastructure Development Area Between Heinz Field and PNC Park, Pittsburgh, PA* by L. Robert Kimball & Associates, Inc. (July 28, 2003) the ("Kimball Report") (the CEC Report and the Kimball Report, the "Environmental Reports") and *Underground Storage Tank Removal Report* by CEC dated July 28, 2009 ("Storage Tank Report"). The CEC Report relies upon the Kimball Report and Storage Tank Report for its evaluation of the impact of historic uses without additional testing.

As reported in the CEC Report, the Kimball Report indicated that metals, volatile organic compounds (VOCs) and semi-volatile organic compounds (SVOCs) in soils were present at levels below the then current state-wide health standards for Direct Contact Medium-Specific Concentrations for Regulated Substances in Soil (Residential) developed under the Pennsylvania Land Recycling and Environmental Standards Act of 1995, P.L. 4, No. 2 (35 P.S. § 6026.101 et seq.) ("Act 2"), with the exception of arsenic, benzo(a)pyrene, lead and vanadium which were detected at concentrations that were greater than the Act 2 Direct Contact Medium-Specific Concentrations for Regulated Substances in Soil (Residential) standards but less than the Act 2 non-residential direct-contact MSCs at two locations in the northern portion of the Property.

The Kimball Report indicated that no groundwater samples were obtained on the Property, but wells located on adjoining properties to the north and south contained arsenic and manganese at concentrations that were greater than the Residential/Non-residential, Medium-Specific Concentrations for Regulated Substances in Groundwater (Used Aquifers), but were below the Non-Use Aquifer MSCs. Further, the Kimball Report indicated that metal, VOC and SVOC levels identified in area groundwater were below the Residential/Non-residential, Medium-Specific Concentrations for Regulated Substances in Groundwater (Used Aquifers) developed under Act 2, with the exception of arsenic, lead and mercury, each found in one location in the northern portion of the Property to be greater than both the residential and non-residential Used-Aquifer soil-to-groundwater MSC standard. Vanadium was also detected at levels that were greater than the Act 2 residential direct-contact MSC but less than the non-residential Used-Aquifer soil-to-groundwater MSC standard at five locations throughout the Property.

Additionally, the Kimball Report indicated that the analytical results from the historic fill samples identified the recurrent presence of metals and polycyclic aromatic hydrocarbons (PAHs) at concentrations typical of historic fill containing coal, cinders and steel slag. The CEC Report noted the presence of as much as 20 feet of historic fill comprised of soil, rock coal, cinders, demolition debris and steel slag, and identified the same as a REC because they have the potential to contain hazardous substances or petroleum products at concentrations of environmental concern.

As reported in the CEC Report, the Storage Tank Report indicated that on June 10, 2009 a UST was encountered on the Property during excavation on adjoining property, which UST was subsequently removed from the Property. Upon discussion with PADEP, it was determined that the UST did not require registration as it was deemed to be "abandoned". Based on PADEP

recommendations, all visible evidence of contamination (staining, odors, elevated photoionization detector readings) were removed during the UST removal. Excavated contaminated soil was stockpiled onsite and sampled for waste classification and disposal purposes, then sent to Carbon Limestone Landfill for disposal.

Grantor makes no representations or warranties regarding the accuracy, truthfulness or completeness of the Environmental Reports of which Grantor has made no independent investigation or verification with respect to the matters set forth therein.

TO HAVE AND TO HOLD the same to and for the use of Grantee, its successors and assigns, forever, and Grantor, for its successors and assigns, hereby covenants and agrees that it will WARRANT SPECIALLY the property hereby conveyed.

EXCEPT (A) AS OTHERWISE SET FORTH IN THAT CERTAIN ENVIRONMENTAL AGREEMENT AND COVENANT NOT TO SUE BETWEEN GRANTOR AND GRANTEE DATED AND RECORDED ON EVEN DATE HERewith (B) AS OTHERWISE SET FORTH IN OPTION AGREEMENT AND (C) WITH RESPECT TO THE SPECIAL WARRANTY OF TITLE SET FORTH IN THIS DEED, GRANTEE, AND OPTIONEE, FOR EACH OF THEIRSELVES AND EACH OF THEIR SUCCESSORS AND ASSIGNS (INCLUDING SUCCESSOR OWNERS AND GROUND LESSEES OF THE PROPERTY), HEREBY WAIVE, RELEASE, REMISE, ACQUIT AND FOREVER DISCHARGE GRANTOR, GRANTOR'S PREDECESSOR IN TITLE AND GRANTOR'S AGENTS OR ANY OTHER PERSONS ACTING ON BEHALF OF GRANTOR OF AND FROM ANY CLAIMS, CAUSES OF ACTION, ACTIONS, ASSESSMENTS, DEMANDS, RIGHTS, LIABILITIES, LOSSES, COSTS, DAMAGES, EXPENSES, DEFICIENCIES OR COMPENSATION WHATSOEVER, DIRECT OR INDIRECT, KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, REGARDLESS OF WHETHER ANY ARISES BY VIRTUE OF COMMON LAW, ENVIRONMENTAL LAWS, OR ANY OTHER LAW, STATUTE, ORDINANCE, RULE, REGULATION OR OTHERWISE ASSOCIATED WITH THE CONDITION OF THE PROPERTY, THE PRESENCE OF REGULATED SUBSTANCES (AS DEFINED IN THE OPTION AGREEMENT) ON, IN OR EMANATING TO OR FROM THE PROPERTY, THE COMPLIANCE OF THE PROPERTY WITH ANY PRIOR, CURRENT OR FUTURE LAWS OR ANY LAW, STATUTE, ORDINANCE, RULE OR REGULATION APPLICABLE THERETO, WHETHER FEDERAL, STATE OR LOCAL.

EXCEPT AS SET FORTH IN THE OPTION AGREEMENT, AND EXCEPT WITH RESPECT TO THE SPECIAL WARRANTY OF TITLE SET FORTH IN THIS DEED, IT IS AGREED THAT THE PROPERTY SHALL BE AND IS CONVEYED BY GRANTOR AND ACCEPTED BY GRANTEE "AS IS" "WHERE IS" AND WITH ALL FAULTS AND THAT EXCEPT AS PROVIDED IN THE OPTION AGREEMENT OR WITH RESPECT TO THE SPECIAL WARRANTY OF TITLE TO BE SET FORTH IN THE DEED, GRANTOR IS MAKING NO REPRESENTATIONS OR WARRANTIES REGARDING THE CONDITION OF THE PROPERTY, INCLUDING BUT NOT LIMITED, TO THE PRESENCE OF REGULATED SUBSTANCES, THE DEVELOPMENT POTENTIAL OF THE PROPERTY OR ITS SUITABILITY FOR ANY PARTICULAR USE OR PURPOSE, NOR REGARDING COMPLIANCE OF THE PROPERTY OR THE USE THEREOF WITH ANY APPLICABLE ZONING, BUILDING OR LAND USE LAWS OR OTHER LAWS OR ORDINANCE, NOR

REGARDING THE COMPLIANCE OF THE PROPERTY WITH ANY PRIOR, CURRENT OR FUTURE ENVIRONMENTAL LAWS, NOR, REGARDING THE PHYSICAL CONDITION OF THE PROPERTY, INCLUDING SOILS AND GEOLOGY, GROUNDWATER OR SURFACE WATER, OR OF ANY STRUCTURES, IMPROVEMENTS, FIXTURES OR EQUIPMENT CONSTITUTING A PART THEREOF, NOR REGARDING ANY LICENSES, PERMITS, AUTHORIZATIONS OR BONDS THAT GRANTEE MAY NEED TO OBTAIN TO OWN, LEASE OR USE THE PROPERTY IN ACCORDANCE WITH ITS EXISTING OR ANY CONTEMPLATED USES, OPERATIONS, CONSTRUCTION DEVELOPMENT OR ACTIVITIES, NOR REGARDING WHETHER THE PROPERTY MAY BE SITUATED IN A FLOOD HAZARD ZONE AS DESIGNATED ON ANY SPECIAL FLOOD ZONE AREA MAP, NOR REGARDING WHETHER ANY PORTION OF THE PROPERTY CONSISTS OF WETLANDS AS DEFINED AND REGULATED UNDER APPLICABLE ENVIRONMENTAL LAWS, NOR, WHETHER ANY PORTION OF THE PROPERTY INCLUDES OR CONSISTS OF AN ENVIRONMENTALLY SENSITIVE AREA, NOR EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT, REGARDING ANY OTHER MATTER OR THING WHATSOEVER, IT BEING UNDERSTOOD THAT GRANTEE HAS OBTAINED ITS OWN INDEPENDENT ASSURANCES AS TO ALL SUCH MATTERS TO SUCH EXTENT AS GRANTEE, IN ITS DISCRETION BUT IN ACCORDANCE WITH CURRENT COMMERCIAL OR CUSTOMARY PRACTICES, HAS DEEMED NECESSARY OR APPROPRIATE. GRANTEE ACKNOWLEDGES THAT IT IS ENTERING INTO THE PURCHASE OF THE PROPERTY ON THE SOLE BASIS OF GRANTEE'S OWN INDEPENDENT INVESTIGATION AND INSPECTION OF THE CONDITION OF THE PROPERTY AND A REVIEW OF ALL REASONABLY ASCERTAINABLE INFORMATION RELATING OR PERTAINING TO THE PROPERTY, AND EXCEPT AS OTHERWISE SET FORTH IN THE OPTION AGREEMENT OR WITH RESPECT TO THE SPECIAL WARRANTY OF TITLE TO BE SET FORTH IN THE DEED, GRANTEE ASSUMES THE RISK THAT ADVERSE CONDITIONS MAY HAVE NOT BEEN REVEALED BY ITS OWN INVESTIGATION, INSPECTION OR REVIEW OF ALL SUCH REASONABLY ASCERTAINABLE INFORMATION. GRANTEE FURTHER ACKNOWLEDGES THAT EXCEPT AS OTHERWISE PROVIDED IN THE OPTION AGREEMENT OR WITH RESPECT TO THE SPECIAL WARRANTY OF TITLE TO BE SET FORTH IN THE DEED, GRANTOR, GRANTOR'S PREDECESSOR IN TITLE, GRANTOR'S AGENTS AND ANY OTHER PERSONS ACTING ON BEHALF OF GRANTOR, HAVE MADE NO REPRESENTATION OR WARRANTY OF ANY KIND IN CONNECTION WITH ANY MATTER RELATING TO THE CONDITION, VALUE, FITNESS OR USE OF THE PROPERTY UPON WHICH GRANTEE HAS RELIED DIRECTLY OR INDIRECTLY FOR ANY PURPOSE.

THE FOREGOING SHALL BE BINDING ON GRANTEE, SUCCESSOR OWNERS AND GROUND LESSEES OR TENANTS AND ALL SUCCESSORS AND ASSIGNS THEREOF.

NOTICE - THIS DOCUMENT MAY NOT SELL, CONVEY, TRANSFER, INCLUDE OR INSURE THE TITLE TO THE COAL AND RIGHT OF SUPPORT UNDERNEATH THE SURFACE LAND DESCRIBED OR REFERRED TO HEREIN, AND THE OWNER OR OWNERS OF SUCH COAL MAY HAVE THE COMPLETE LEGAL RIGHT TO REMOVE ALL OF SUCH COAL AND, IN THAT CONNECTION, DAMAGE MAY RESULT TO THE SURFACE OF THE LAND AND ANY HOUSE, BUILDING OR OTHER STRUCTURE ON OR IN SUCH LAND. THE INCLUSION OF THIS NOTICE DOES NOT ENLARGE, RESTRICT OR MODIFY ANY LEGAL RIGHTS OR ESTATES OTHERWISE CREATED, TRANSFERRED, EXCEPTED OR RESERVED BY THIS INSTRUMENT. [This notice is set forth in the manner provided in Section 1 of the Act of July 17, 1957, P.L. 984, as amended, and is not intended as notice of unrecorded instruments, if any.]

This Deed is made under and by virtue of a Resolution of the Board of the Grantor duly passed at a regular meeting thereof, held on \_\_\_\_\_, a full quorum being present, authorizing and directing the same to be done.

**NOTICE THE UNDERSIGNED, AS EVIDENCED BY THE SIGNATURE(S) TO THIS NOTICE AND THE ACCEPTANCE AND RECORDING OF THIS DEED, (IS, ARE) FULLY COGNIZANT OF THE FACT THAT THE UNDERSIGNED MAY NOT BE OBTAINING THE RIGHT OF PROTECTION AGAINST SUBSIDENCE, AS TO THE PROPERTY HEREIN CONVEYED, RESULTING FROM COAL MINING OPERATIONS AND THAT THE PURCHASED PROPERTY, HEREIN CONVEYED, MAY BE PROTECTED FROM DAMAGE DUE TO MINE SUBSIDENCE BY A PRIVATE CONTRACT WITH THE OWNERS OF THE ECONOMIC INTEREST IN THE COAL. THIS NOTICE IS INSERTED HEREIN TO COMPLY WITH THE BITUMINOUS MINE SUBSIDENCE AND LAND CONSERVATION ACT OF 1966.**

WITNESS:

NORTH SHORE PLAZA, LLC, a Pennsylvania limited liability company

\_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

IN WITNESS WHEREOF, the said Grantor has caused its name to be affixed hereto on the day and year first above written.

GRANTOR:

WITNESS:

STADIUM AUTHORITY OF THE CITY OF  
PITTSBURGH

\_\_\_\_\_

By: \_\_\_\_\_

Name:

Title:

ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA )

) SS:

COUNTY OF ALLEGHENY )

On this, the \_\_\_\_\_ day of January, 2022, before me, a Notary Public, the undersigned officer, personally appeared \_\_\_\_\_, who acknowledged him/herself to be the \_\_\_\_\_ of the Stadium Authority of the City of Pittsburgh and that he/she as the \_\_\_\_\_ of the Stadium Authority of the City of Pittsburgh, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing his/her name as the \_\_\_\_\_ of the Stadium Authority of the City of Pittsburgh.

IN WITNESS WHEREOF, I HEREUNTO SET MY HAND AND OFFICIAL SEAL.

\_\_\_\_\_  
Notary Public

My Commission Expires:  
\_\_\_\_\_

CERTIFICATE OF RESIDENCE

I hereby certify that (1) FOR THE PURPOSE OF DELIVERY OF TAX STATEMENTS ONLY the precise residence of Grantee is \_\_\_\_\_, and (2) FOR ALL OTHER PURPOSES (including delivery of assessment change notices) the precise residence of Grantee is \_\_\_\_\_.

Witness the due execution hereof.

\_\_\_\_\_  
By/for Grantee

EXHIBIT A

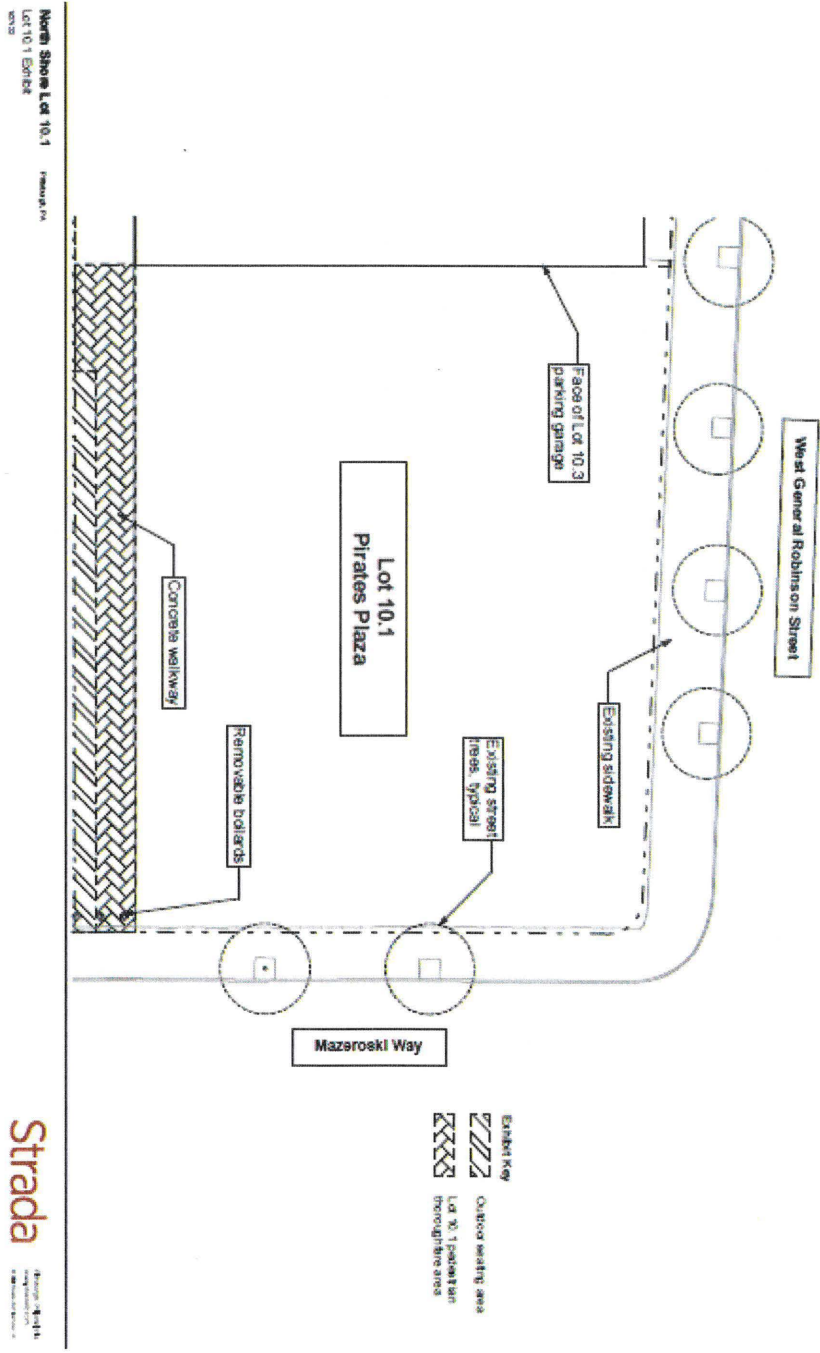
Legal Description of Property

All that certain lot or parcel of land situate in the 22nd Ward of the City of Pittsburgh, County of Allegheny and Commonwealth of Pennsylvania, being known as Lot 10.1 in the North Shore Subdivision Plan Revision No. 6 as recorded in the Department of Real Estate of Allegheny County, Pennsylvania in Plan Book Volume 307, page 12.



**EXHIBIT B**  
**Permitted Exceptions**  
**[to be updated]**

EXHIBIT "C"  
 GRAPHIC DEPICTION OF LOT 10.1 PEDESTRIAN THOROUGHFARE AREA



JOINDER AND CONSENT TO  
CERTAIN COVENANTS CONTAINED IN  
SPECIAL WARRANTY DEED

THIS JOINDER AND CONSENT TO CERTAIN COVENANTS CONTAINED IN SPECIAL WARRANTY DEED is made this \_\_\_\_ day of \_\_\_\_\_, to be effective as of the \_\_\_\_ day of \_\_\_\_\_, by NORTH SHORE DEVELOPERS-2013, LP, a Pennsylvania limited partnership (the "Joinder Party") in favor of the STADIUM AUTHORITY OF THE CITY OF PITTSBURGH, a body corporate and politic existing under the laws of the Commonwealth of Pennsylvania (the "SA").

Reference is hereby made to: (i) that certain Special Warranty Deed dated on or about even date herewith, by and between SA as "Grantor" and NORTH SHORE PLAZA, LLC, a Pennsylvania limited liability company as "Grantee", (the "Deed") and (ii) that certain Option Agreement between SA and North Shore Developers, L.P., dated September 25, 2003, as amended by that certain Reaffirmation, Settlement and Amendment Agreement dated December 29, 2008, that certain First Amendment to Reaffirmation, Settlement and Amendment Agreement dated as of March 31, 2009, that certain Amendment Agreement dated November 11, 2011, as assigned by North Shore Developers, L.P. to the Joinder Party pursuant to that certain Assignment and Assumption Agreement, dated July 30, 2013, the 2017 Amendment Agreement between the SA and the Joinder Party dated September 13, 2017, the 2019 Amendment Agreement between the SA and the Joinder Party dated October 31, 2019, the 2020 Amendment Agreement between the SA and the Joinder Party dated as of August 31, 2020, the 2021 Amendment Agreement between the SA and the Joinder Party dated as of June 23, 2021, the 2022 Amendment Agreement between the SA and the Joinder Party dated January 31, 2022, those certain letter agreements dated May 4, 2015, July 17, 2015, October 1, 2015, November 24, 2015, and November 22, 2016, August 25, 2017 June 20, 2018, February 20, 2019, August 21, 2019, September 26, 2019, October 8, 2020, December 21, 2021, January 31, 2022 and as further amended by that certain letter agreement, dated on or about even date herewith (as the same may be further amended from time to time, the "Option Agreement").

The Joinder Party hereby joins in the Deed to consent to the terms and provisions therein contained, and to further acknowledge that it shall be bound by and subject to all provisions in the Deed which are specifically imposed upon the "Optionee" as defined in the Deed.

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

IN WITNESS WHEREOF, and intending to be legally bound hereby, the undersigned has executed this Joinder and Consent to Special Warranty Deed on the day and year first above written.

WITNESS:

NORTH SHORE DEVELOPERS-2013, LP, a  
Pennsylvania limited partnership

By: NSHORE GENERAL, LLC, a Pennsylvania  
limited liability company, its General  
Partner

By: \_\_\_\_\_  
Name: Arthur J. Rooney, II  
Title: President

By: HOME RUN DEVELOPMENT, LLC, a  
Pennsylvania limited liability company, its  
General Partner

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA )  
 ) SS:  
COUNTY OF ALLEGHENY )

On this, the \_\_\_\_\_ day of \_\_\_\_\_, before me, a Notary Public, the undersigned officer, personally appeared \_\_\_\_\_, who acknowledged himself to be the \_\_\_\_\_ of NSHORE GENERAL, LLC, a Pennsylvania limited liability company, general partner of NORTH SHORE DEVELOPERS-2013, LP, a Pennsylvania limited partnership, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing his name as such officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

\_\_\_\_\_  
Notary Public

My Commission Expires:

ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA )  
 ) SS:  
COUNTY OF ALLEGHENY )

On this, the \_\_\_\_\_ day of \_\_\_\_\_, before me, a Notary Public, the undersigned officer, personally appeared \_\_\_\_\_, who acknowledged himself to be the \_\_\_\_\_ of HOME RUN DEVELOPMENT, LLC, a Pennsylvania limited liability company, general partner of NORTH SHORE DEVELOPERS-2013, LP, a Pennsylvania limited partnership, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing his name as such officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

\_\_\_\_\_  
Notary Public

My Commission Expires:

Once Recorded, Please Return to:

Jason P. Wrona, Esq.  
Buchanan Ingersoll & Rooney PC  
Union Trust Building  
501 Grant Street, Suite 200  
Pittsburgh, PA 15219-4413

EXHIBIT B  
MEMORANDUM OF OPTION AGREEMENT 2023 EXTENSION/AMENDMENT

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

**MEMORANDUM OF  
OPTION AGREEMENT 2023 EXTENSION/  
AMENDMENT**

This Memorandum of Option Agreement 2023 Extension/Amendment (the "**Memorandum**") is made and entered into as of the \_\_\_ day of March, 2023, 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 **“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 31, 2020 (the **“2020 Amendment”**), the 2021 Amendment Agreement between Optionor and Optionee, dated June 23, 2021 (the **“2021 Amendment”**), the 2022 Amendment Agreement between Optionor and Optionee, dated January 31, 2022 (the **“2022 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, June 15, 2021 and December 21, 2021 (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”**);

WHEREAS, the Memorandum of Option Agreement 2021 Extension/Amendment dated as of December 21, 2021 was recorded on January 20, 2022 in the Department of Real Estate of Allegheny County, Pennsylvania at Deed Book Volume 18760, page 337 (the **“2021 Extension”**);

WHEREAS, the Memorandum of Option Agreement 2022 Extension/Amendment dated as of January 31, 2022 was recorded on January \_\_, 2022 in the Department of Real Estate of Allegheny County, Pennsylvania at Deed Book Volume \_\_\_\_\_, page \_\_ (the **“2022 Extension”**);

WHEREAS, by the date hereof, Tract 4(C) has been Taken Down for development in accordance with the terms of the 2022 Amendment; and

WHEREAS, Optionee and Optionor desire to further document that the provisions of Section 1(b) of the 2022 Amendment which amends and restates Section 2 of the 2019

Amendment, as the same was amended by Section 1(f) of the 2020 Amendment and by Sections 1(g) and 1(h) of the 2021 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. **Lot 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. All of the provisions of Section 1(b) of the 2022 Amendment which amends and restates Section 2 of the 2019 Amendment, as the same was amended by Section 1(f) of the 2020 Amendment and by Sections 1(g) and 1(h) of the 2021 Amendment, are incorporated herein by reference and apply with respect to Tract 2.
3. **Tract 2 Take Down Conditions**. Tract 2 may not be Taken Down unless and until: (i) construction of the Tract 4(A) Apartment Building, including, without limitation, the First Floor Required Improvements (as defined in the 2022 Amendment), has been completed in accordance with the approved Site Improvement Plan as evidenced by the issuance of certificates of occupancy; (ii) Tract 4(C) has been Taken Down and construction of all improvements have been completed in accordance with the Tract 4(C) Final Site Improvement Plan; and (iii) the Parcel 4 License Agreement has been fully executed, all Parklet Property Improvements (as provided for in the Parcel 4 License Agreement) have been completed, and no default by Licensee thereunder has occurred and is continuing.

Except as provided in the 2022 Amendment, all other provisions of the Option Agreement apply to the Take Down of Tract 2.

4. **The Property.** 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.
5. **Expiration of Option Agreement.** The term of the Option Agreement and the Option Term shall expire on March 31, 2023 with respect to all the Parcels comprising the Property except Tract 2. The term of the Option Agreement and the Option Term is extended to December 31, 2024 for Tract 2, TIME BEING OF THE ESSENCE is all respects. Under no circumstances shall the Option Term extend beyond December 31, 2024.
6. **Amendment.** This Memorandum shall serve as an amendment to the Option Agreement. Except as expressly provided in this Memorandum, 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.
7. **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 Memorandum, and in particular, the provision to be replaced. Attached exhibits and the recitals are deemed to be part of this Memorandum.
8. **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.
9. **Counterparts, Section Headings.** This Memorandum 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 Memorandum are for convenience of reference only and shall not affect the construction or interpretation of any of the provisions hereof.

10. **Recording.** This Memorandum of Option Agreement Extension/Amendment shall be recorded in the Department of Real Estate of Allegheny County, Pennsylvania on or before March 31, 2023. 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 Memorandum 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: \_\_\_\_\_

EXHIBIT "A"

Legal Description of Tract 2

All that certain parcel of ground situate in the 22<sup>nd</sup> 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.

ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA )  
  ) SS:  
COUNTY OF ALLEGHENY  )

On this, the \_\_\_\_\_ day of March, 2023, before me, a Notary Public, the undersigned officer, personally appeared \_\_\_\_\_, who acknowledged himself/herself to be the \_\_\_\_\_ of the Stadium Authority of the City of Pittsburgh and that he/she as the \_\_\_\_\_ of the Stadium Authority of the City of Pittsburgh, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing his/her name as the \_\_\_\_\_ of the Stadium Authority of the City of Pittsburgh.

IN WITNESS WHEREOF, I HEREUNTO SET MY HAND AND OFFICIAL SEAL.

\_\_\_\_\_ Notary Public

My Commission Expires:  
\_\_\_\_\_

ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA      )  
  ) SS:  
COUNTY OF ALLEGHENY                  )

On this, the \_\_\_\_\_ day of March, 2023, before me, a Notary Public, the undersigned officer, personally appeared \_\_\_\_\_, who acknowledged himself/herself to be an authorized officer of North Shore Developers - 2013, L.P. and that he/she as an authorized officer of North Shore Developers - 2013, L.P., being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing his/her name as an authorized officer of North Shore Developers - 2013, L.P.

IN WITNESS WHEREOF, I HEREUNTO SET MY HAND AND OFFICIAL SEAL.

\_\_\_\_\_ )  
Notary Public

My Commission Expires:  
  
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