

AMENDMENT TO LEASE AGREEMENT

THIS AMENDMENT TO LEASE AGREEMENT (this “**Amendment**”) is made and entered into as of the 15th day of October, 2014, by and between the **SPORTS & EXHIBITION AUTHORITY OF PITTSBURGH AND ALLEGHENY COUNTY**, a body corporate and politic, organized and existing pursuant to the Sports and Exhibition Authority Act (Act of July 28, 1953, P.L. 723, No. 230, § 2501-A, added October 30, 2000, P.L. 616, No. 85, § 6, 16 Purdon's Statutes 5501-A, et seq.) (the “**Authority**”) and **PSSI STADIUM LLC**, a Pennsylvania limited liability company and successor by merger to PSSI Stadium Corp. (the “**Lessee**”).

WITNESSETH:

WHEREAS, the Authority is landlord under that certain Lease Agreement, dated June 20, 2000, by and between Authority and Lessee, as tenant, as amended and/or modified by (i) that certain First Amendment to Lease dated June 28, 2001 by and between Authority and Lessee, (ii) Paragraphs 5 and 6 of that certain Agreement Regarding Parking Revenues dated January 15, 2001, by and among Authority, the Stadium Authority of the City of Pittsburgh (“**SA**”), Chase Manhattan Trust Company, National Association, ALCO Parking Corporation, Lessee, and Pittsburgh Associates, (iii) Paragraph 8.3 of that certain Option Agreement dated September 25, 2003 by and between SA and North Shore Developers, L.P. (“**Optionee**”), (iv) Paragraph 10 of that certain Reaffirmation, Settlement and Amendment Agreement dated December 30, 2008 by and between SA and Optionee, and (v) Paragraph 16 of that certain Amendment Agreement dated November 11, 2011 by and between SA and Optionee (collectively, and as otherwise previously amended, the “**Lease**”), pursuant to which the Authority leases to Lessee and Lessee leases and accepts from Authority the Leased Premises (as defined in the Lease), which Leased Premises consists of the Stadium;

WHEREAS, Lessee subleases the Leased Premises to Pittsburgh Steelers LLC, an affiliate of Lessee, a successor by merger of Pittsburgh Steelers Sports, Inc. and the owner of the Pittsburgh Steelers National Football League franchise (the “**Team**”);

WHEREAS, the Authority and Lessee wish to amend the Lease with respect to matters related to funding for repairs, replacement and expansion to the control room of the Heinz Field communications system (such room being the “**Control Room**” and such repairs, replacement and expansion being the “**Control Room Work**”), installation of a new second scoreboard/ video board in the north end of Heinz Field (“**Second Scoreboard**”) and expansion of seating with associated amenities in the south plaza of Heinz Field (“**South Plaza Expansion**,” and collectively with the Control Room and the installation of the Second Scoreboard, each as more fully described on Exhibit A, the “**Project**”);

WHEREAS, Authority and Lessee have determined to finance a portion of the costs of the installation of the Second Scoreboard and the South Plaza Expansion through the issuance by the Authority of bonds (the “**2014 Bonds**”) pursuant to a trust indenture dated as of October 15, 2014 (the “**Indenture**”) and, in connection with the forgoing, the Authority and the Lessee have determined to amend the Lease to provide for the payment

by the Lessee of additional rent in the amount needed to pay debt service on the 2014 Bonds, capitalized interest, the costs of funding a debt service reserve fund and issuance costs, and the costs and expenses associated with such financing, all on such terms and conditions as are hereinafter set forth, and

WHEREAS, the Authority and Lessee have determined to provide for increased financial support for long term capital needs at Heinz Field.

NOW, THEREFORE, for good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, intending to be legally bound hereby, the Authority and the Lessee hereby covenant and agree as follows:

1. **Incorporation of Recitals and Exhibits.** The recitals set forth above and the exhibits attached hereto are incorporated into this Amendment by reference as if set forth in full.

2. **Use of Capitalized Terms.** Capitalized terms used in this Amendment, unless otherwise defined in this document, shall have the meanings ascribed in the Lease.

3. **Amendment to Article 4- Payments; Statutory Rent.**

(a) The Authority and the Lessee hereby agree to amend Section 4.1 of the Lease by adding the following new Section 4.1(d) as follows:

4.1(d) **2014 Rent.** The Lessee shall pay the 2014 Rent (defined herein) and other amounts due pursuant to Section 4.4 of the Lease.

(b) The Authority and the Lessee hereby agree to amend Section 4 of the Lease by adding the following new Section 4.4 as follows:

4.4 **2014 Rent.**

4.4(a) **Amounts Payable.** The Lessee shall pay to the Authority the sum of Two Million Three Hundred Thousand and 00/100 Dollars (\$2,300,000.00) per year (the "2014 Rent"), payable on June 1 of each year, beginning June 1, 2015, through and including June 1, 2029; provided, however, that following the sale of the 2014 Bonds by the Authority, the 2014 Rent shall be reduced, as needed, to equal the amount of the actual debt service payable on the 2014 Bonds plus trustee/bank fees and expenses, such final 2014 Rent amount to be as certified in writing by the Authority's financial advisor, which certification shall be substantially in the form of **Exhibit B** attached hereto and made a part hereof, and upon execution by the Authority's financial advisor shall be attached to this Amendment and made a part hereof.

In addition to the foregoing, to the extent that the 2014 Rent (after paying the debt service on the 2014 Bonds) together with any moneys available in the Transaction Expense Fund established under the Indenture are insufficient to pay any Ongoing Fees and Transaction Expenses (as defined in the Indenture, and including, without limitation, all reasonable costs incurred by the Authority and/or RAD (as defined below) in connection with the administration and enforcement of Section 4.4 of this Lease and/or the 2014 Security Documents, including, but not limited to reasonable fees and expenses of counsel and agents), then the

Lessee, upon the delivery by the Authority of a written request for payment accompanied by reasonably detailed invoices relating to such Ongoing Fees and Transaction Expenses, shall within thirty (30) days of such written request pay to the Authority the amount of Ongoing Fees and Transaction Expenses detailed in the Authority's written request for payment, subject to the Lessee's approval of Ongoing Fees and Transaction Expenses described in clause (c) of the definition of such term in the Indenture (which approval shall not be unreasonably withheld or delayed) and such shall be deemed to be additional rent due under this Section 4.4.

As used in this Lease, "**2014 Security Documents**" means (i) the Security, Pledge and Assignment Agreement dated as of October 15, 2014 between the Authority and the Team (the "**Security Agreement**"), (ii) the Blocked Account Agreement dated as of October 15, 2014 between the 2014 Collateral Agent (as defined therein), the Authority and the Team (the "**2014 Lockbox Agreement**"), (iii) the Team Agreement dated as of October 15, 2014 between the Authority and the Team (the "**Team Agreement**"), (iv) the Letter Agreement, dated as of October 15, 2014, from the Team for the benefit of the Authority (the "**SEA Unilateral Agreement**"), (v) the Letter Agreement, dated as of October 15, 2014, from the Team for the benefit of RAD (the "**RAD Unilateral Agreement**"), and (vi) the Assignment Agreement dated as of October 15, 2014 from the Team for the benefit of Lessee (the "**2014 Sublease Assignment**").

4.4(b) Prepayment. The Lessee may prepay any 2014 Rent payments due hereunder. Any such prepayment shall be made only in full year increments and such prepayments shall be made in gross, without discount. Prepayments of 2014 Rent shall be applied to the next 2014 Rent payment due.

In the event such prepayment is made, pursuant to the 2014 Lockbox Agreement and/or the Security Agreement, the Authority shall immediately notify the 2014 Collateral Agent (as defined in the 2014 Lockbox Agreement) in writing (a) to release any amounts in the 2014 Collateral Account (as defined in the 2014 Lockbox Agreement) to Team and to release any other amounts to be deposited into the 2014 Collateral Account during such calendar year directly to Team, and (b) to direct any funds otherwise payable to the 2014 Collateral Account directly to the Team for the balance of such calendar year; provided, however, that if at the time of the prepayment or at any time during the calendar year amounts are or become due under this Section 4.4, other than the 2014 Rent, then the Authority shall so notify the 2014 Collateral Agent and as of the date of the notification the above direction shall be revoked until such additional amounts are paid.

4.4(c) No Defense or Set Off. Notwithstanding anything in the Lease to the contrary, the obligations of Lessee to make payment due under this Section 4.4 shall be absolute and unconditional without defense or set off for any reason. It being the intention of the parties that the payments required hereunder will be made in full without any delay or diminution whatsoever and without any notice

or demand. The obligations under this Section 4.4 are unconditional, irrespective of the legality or enforceability of such obligations, the absence of any action by the Authority to enforce the obligations, the waiver of the Authority of any provisions of this Section 4.4 or the Lease, the institution of any action to enforce the same or the existence of any circumstances which might constitute a legal or equitable discharge.

4.4(d) Default Rate. If the Lessee fails to pay when due any amount due pursuant to this Section 4.4, such payment shall bear interest at a rate of prime plus 4% (as more particularly described in the Indenture) until such payment is made.

Notwithstanding anything in the Lease to the contrary, if, on the Expiration Date, any amounts due pursuant to this Section 4.4 remain unpaid, the Lessee shall immediately remit such unpaid amounts to the Authority together with interest that may be due thereon. In the event that the amounts remain unpaid on and after the Expiration Date notwithstanding the preceding sentence, the Lessee shall remain liable for such payment thereafter and the Authority shall be authorized to pursue any remedies available under the Lease to recover such amounts together with the interest owed.

4.4(e) Unless the Authority directs the Lessee otherwise in writing, the Lessee shall make all payments due pursuant to this Section 4.4, on the Authority's behalf, to U.S. Bank National Association, per the following instructions:

U.S. BANK N.A.
777 E WISCONSIN AVE
MILWAUKEE WI 53202
ABA: 091 000 022
BNF: USBANK PA & NJ CT WIRE CLRG
ACCT: 173103781816
REF: SEA REV BDS SER 2014

4. Amendment of Section 7.2 - Ticket Surcharge. The Authority and the Lessee hereby agree to amend Section 7.2 of the Lease by adding the following new subsection 7.2.3 as follows:

7.2.3. Capital Reserve Fund Ticket Surcharge. Beginning April 1, 2015, an additional, new, fixed \$1.00 ticket surcharge shall be imposed by the Authority on all tickets sold for all NFL Events and Non-NFL Events utilizing the seating bowl of Heinz Field, except as hereinafter provided (the "**Capital Reserve Fund Ticket Surcharge**"). The Lessee shall collect or cause to be collected and shall remit all proceeds to the Authority without offset, claim or deduction for deposit to the Capital Reserve Fund. The Capital Reserve Fund Ticket Surcharge is in addition to the existing 5% ticket surcharge provided for in Subsections 7.2.1 and 7.2.2, and shall not be subject to or counted against the surcharge cap applicable to the existing 5% ticket surcharge provided for in Subsections 7.2.1 and 7.2.2.

Provided, however:

- (i) With respect to any period for which the Lessee does not receive consent to the Capital Reserve Fund Ticket Surcharge from its subtenant, the University of Pittsburgh, the Capital Reserve Fund Ticket Surcharge will not be imposed on events undertaken pursuant to the University of Pittsburgh sublease; provided, however, that with respect to any such period, the Lessee shall be responsible to make a payment to the Authority in an amount equal to what otherwise would have been generated by events undertaken pursuant to such sublease with the University of Pittsburgh. The Authority shall apply any such payment as it would receipts of the Capital Reserve Fund Ticket Surcharge. Lessee shall make such payment, if due, to the Authority on May 1 of each year with respect to events that occurred during the twelve month period that began April 1 of the prior year.
- (ii) The Authority will apply to the Allegheny Regional Asset District (“RAD”) for grants in the annual amount of \$800,000, beginning for 2019, the proceeds of which, if granted, will be deposited to a separate multi-facility capital reserve fund of the Authority, not governed in any way by the terms of this Lease, to be held and used by the Authority to provide funds for capital repairs or improvements for which the Authority is responsible to Heinz Field, PNC Park, the Consol Energy Center and/or the David L. Lawrence Convention Center, as determined by the Authority (the “**Multi-Facility Reserve Fund**”).
 - a. if the first annual appropriation to the Multi-Facility Reserve Fund described above is not authorized by RAD prior to December 31, 2018, for the year 2019, no Capital Reserve Fund Ticket Surcharge shall be imposed thereafter (beginning April 1, 2019) and Lessee shall no longer have any obligation to collect a Capital Reserve Fund Ticket Surcharge and deposit such funds into the Capital Reserve Fund,
 - b. in any year beginning with calendar year 2020 for which the deposit to the Multi-Facility Reserve Fund described above is not authorized, at Lessee’s request the Capital Reserve Fund Ticket Surcharge will not be imposed for the twelve month period (April 1 through March 31) that begins in that year, and Lessee shall have no obligation to collect and deposit such funds into the Capital Reserve Fund,
 - c. in any year beginning with 2023, if as of December 31 of the prior year the average of the disbursements from the Multi-Facility Reserve Fund over the immediately preceding three (3) calendar year periods to fund projects at Heinz Field is less than fifteen percent (15%) of the average of the funds that the

Multi-Facility Reserve Fund received from RAD over that preceding three-year period, no Capital Reserve Fund Ticket Surcharge shall be imposed for the twelve month period (April 1 through March 31) that begins in that year and Lessee shall have no obligation to collect and deposit such funds into the Capital Reserve Fund.

- d. Additionally, in the event that the Authority enters into a written agreement with an operator or tenant of PNC Park, the Consol Energy Center or the David L. Lawrence Convention Center to expend on any such facility, per year, for more than two years, in excess of 15% of the \$800,000 to be requested from RAD for deposit to the Multi-Facility Reserve Fund, then as of the first year of such commitment either (a) the SEA will cause the percentage set forth in the preceding sentence to be increased from fifteen percent (15%) to match such higher percentage so committed to another building or project for the duration of that commitment to that higher percentage, or (b) the SEA shall no longer impose the Capital Reserve Ticket Surcharge and Lessee shall no longer have any obligation to collect and deposit such funds into the Capital Reserve Fund. Provided, however, this provision does not apply to and has no impact on or consequences with respect to expenditures that the Authority makes or determines to make with respect to any of its facilities without or outside of any such written agreement; provided, further, this provision is not a limitation upon the amount of money that might be spent from the Multi-Facility Reserve Fund on any facility.

5. Amendment to Subsection 7.3.4 - Luxury Suites and Club Seats. The Authority and Lessee hereby agree to amend Subsection 7.3.4 of the Lease as follows:

7.3.4 Luxury Suites and Club Seats. The Lessee shall have the duty and the right to market and sell Luxury Suites and Club Seats and shall retain 100% of the revenue generated therefrom. Notwithstanding the foregoing, and notwithstanding anything to the contrary contained herein, the Lessee agrees to use all commercially reasonable efforts to obtain NFL approval to permit it or PSSI to deposit into the Capital Reserve Fund, from and after June 1, 2017, the visiting team's share of Club Seat revenues (or other substitute or alternative funding mechanisms) for Stadium construction or renovations. Following the receipt of such approval, if obtained, the visiting team's share of Club Seat revenues (or such other substitute or alternative funding mechanisms) shall be either

- (i) deposited into the Capital Reserve Fund, or
- (ii) into another fund maintained by the Authority in a manner substantially similar to the Capital Reserve Fund, for use on a project that,

pursuant to the terms of this Lease, would otherwise be subject to reimbursement from the Capital Reserve Fund, with disbursements to be made in the same manner as disbursements from the Capital Reserve Fund. To the extent that pursuant to this subpart (ii), the money is not deposited to the Capital Reserve Fund, it will nevertheless be held in an interest bearing account and all Lease procedures and provisions with respect to Capital Repairs, Capital Improvements and expenditure of moneys from the Capital Reserve Fund are applicable as if it were in the Capital Reserve Fund.

6. Amendment to Subsection 10.2.1 - Establishment of Fund. The Authority and Lessee hereby agree to amend Subsection 10.2.1 of the Lease by adding the following new paragraphs at the end of Subsection 10.2.1:

Beginning in 2015 and annually thereafter the Authority shall deposit \$50,000 (fixed, without escalation), to the Capital Reserve Fund in addition to any other amounts due to be deposited hereunder. The deposit shall be made on or before December 31 of each year through the Lease Term.

Upon completion of the Second Scoreboard and the South Plaza Expansion, all remaining proceeds of the South Plaza personal seat licenses and all funds remaining in the project fund of the 2014 Bonds shall be transferred to and deposited in the Capital Reserve Fund.

Funds transferred to the Authority pursuant to Section 6.05(d) of the Indenture shall be (a) deposited by the Authority in the Capital Reserve Fund if at such time this Lease has been extended with Lessee or the Team has signed a new lease for the Leased Premises, or (b) transferred by the Authority to the Lessee if no lease extension has been consummated.

7. Amendment to Subsection 10.12.1 and Deletion of Subsection 10.12.2 - Designated Expansion. The Authority and the Lessee agree that, except as specifically stated in the Agreement dated May 21, 2014 between the parties, the Authority shall have no further obligation relating to modifications to the stadium design to increase attendance capacity or relating to any Designated Expansion. Therefore, (i) Subsection 10.12.2 Designated Expansion is deleted in its entirety, and (ii) the last sentence of Subsection 10.12.1 is amended as follows:

Notwithstanding anything contained in the Lease to the contrary, ~~except as provided in Section 10.12.2,~~ Capital Improvements shall not in any event include modifications to the Stadium designed to increase its attendance capacity.

8. Amendment to Section 10.13- Resolution of Disputes. The Authority and the Lessee hereby agree to amend the fifth (5th) sentence of Section 10.13 of the Lease, entitled Resolution of Disputes, as follows:

If (i) the disagreement has not been resolved within thirty (30) calendar days of the first meeting of the authorized representatives, and (ii) the disagreement involves items with an aggregate cost less than ~~\$500,000 as adjusted by CPI~~ \$1,000,000, then the disagreement shall be settled by arbitration conducted before three (3) arbitrators in accordance with the then existing rules of the American Arbitration Association.

9. **Amendment to Article 10 - Repairs, Maintenance and Alterations.** The Authority and the Lessee hereby agree to amend Article 10 of the Lease by adding the following new section:

10.14 **Expenditures from Capital Reserve Fund.** Notwithstanding any other provisions of the Lease to the contrary, the Authority will make the following payments from the Capital Reserve Fund on the following conditions:

- i. upon receipt of the 2015 Capital Reserve Fund Ticket Surcharge, \$1,000,000 (or such lesser amount which has been received) will be reimbursed to the Lessee for costs of the Control Room, and
- ii. an additional \$1,000,000 will be reimbursed to the Lessee for costs of the Control Room but only to the extent the additional revenues referenced in Section 7.3.4 of the Lease have been received, any such reimbursements to be paid within thirty (30) days after such additional revenues are deposited into the Capital Reserve Fund.

Lessee is responsible for all costs of the Control Room that are in excess of subparts (i) and (ii) above. No moneys from the Capital Reserve Fund shall be used to pay costs of the Second Scoreboard or the South Plaza Expansion.

10. **Amendment to Article 10 - Repairs Maintenance and Alterations.** The Authority and the Lessee hereby agree to amend Article 10 of the Lease by adding the following new section:

10.15. **Limitations.** Notwithstanding any provision of the Lease to the contrary, the Authority's obligation to make Capital Repairs or Capital Improvements under the Lease will not include: (a) the Second Scoreboard for a period of at least 10 years from the date of completion, (b) the Control Room for a period of at least 10 years from the date of this Amendment, and (c) resodding, repairs or replacements of any portion of the playing surface until at least 2020 and only each seventh year thereafter.

11. **Amendment to Subsection 14.1 – Events of Default.**

(a) The Authority and Lessee hereby agree to amend and restate Subsection 14.1.1 of the Lease as follows:

14.1.1 The Lessee shall fail to pay when due (i) any amount under Section 4.4 of this Lease, where such failure to pay is not cured within thirty (30) days following the date when due, or (ii) any other payment due under this Lease, where such failure to pay is not cured within thirty (30) days following Lessee's receipt of written notice that the payment was not made when due;

(b) The Authority and Lessee hereby agree to amend Subsection 14.1 of the Lease by adding the following as subsection 14.1.10

14.1.10 The occurrence of an “Event of Default” by Lessee as defined in the Team Agreement, Security Agreement, 2014 Lockbox Agreement, the SEA Unilateral Agreement, the RAD Unilateral Agreement, or the 2014 Sublease Assignment.

12. Ratification of Lease and Development Agreement. Except as specifically modified by this Amendment, the Lease, as amended and modified through the date hereof, remains in full force and effect and all terms, covenants and conditions of the Lease shall continue to be valid, effective and in force, and are hereby ratified and affirmed. The Development Agreement (as defined in the Lease), as amended and modified through the date hereof, remains in full force and effect and all terms, covenants and conditions of the Development Agreement shall continue to be valid, effective and in force, and are hereby ratified and affirmed. In the event of any inconsistency between this Amendment and the Lease or the Development Agreement, this Amendment shall control.

13. Entire Agreement. The Lease, as amended, is the entire agreement of the parties with respect to the subject matter thereof; there are no verbal representations, warranties and understandings, stipulations, agreements or promises pertaining to the Lease not incorporated in writing therein or in this Amendment except to the extent that this Amendment specifically so states. No prior or contemporaneous oral or written agreements, representations or parole evidence may be offered to alter the terms of this Amendment or the Lease. The Lease, as amended by this Amendment, constitutes one and the same integrated document in all respects.

14. No Oral Modification. The Lease, as amended by this Amendment may not be altered, waived, amended, terminated or extended except by an instrument in writing signed by the Authority and the Lessee.

15. Successors and Assigns. All rights, remedies, liabilities, covenants, conditions and agreements herein imposed upon either of the parties or imposed upon either of the parties pursuant to the provisions of the Lease shall inure to and be binding upon the successors and assigns of the Authority and the Lessee.

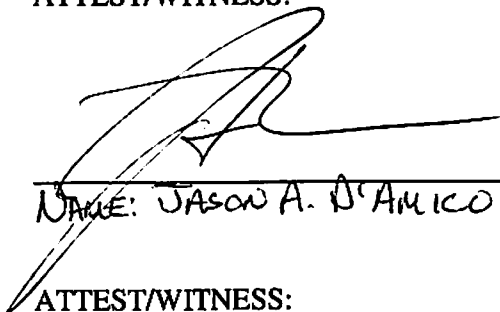
16. Counterparts. This Amendment may be executed in counterparts, both of which shall constitute one and the same instrument.

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[Signature page to Amendment to Lease Agreement]

EXECUTED AND DELIVERED, intending to be legally bound hereby, as of the date set forth above.

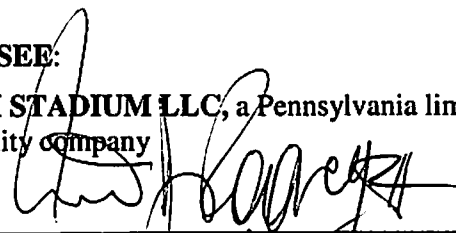
ATTEST/WITNESS:



NAME: JASON A. D'AMICO
ATTEST/WITNESS:

LESSEE:

PSSI STADIUM LLC, a Pennsylvania limited liability company

By 

Name: ARTHUR J. ROONEY, II
Title: PRESIDENT

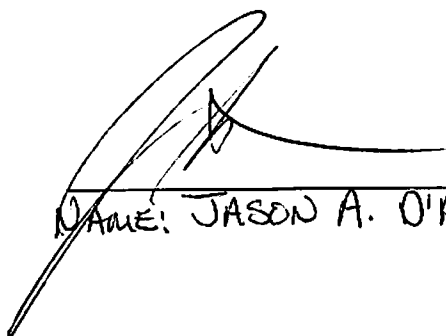
AUTHORITY:

SPORTS & EXHIBITION AUTHORITY OF PITTSBURGH AND ALLEGHENY COUNTY, a body corporate and politic

By: _____
Name:
Title:

In accordance with Section 6.2 of the Lease, Pittsburgh Steelers LLC, the owner of the Pittsburgh Steelers National Football League franchise, hereby guarantees the obligations of Lessee under the Lease, as amended.

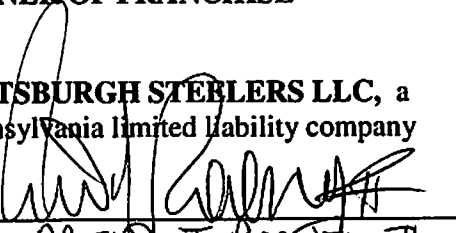
ATTEST/WITNESS:



NAME: JASON A. D'AMICO

OWNER OF FRANCHISE

PITTSBURGH STEELERS LLC, a Pennsylvania limited liability company

By 

Name: ARTHUR J. ROONEY, II
Title: PRESIDENT

[Signature page to Amendment to Lease Agreement]

EXECUTED AND DELIVERED, intending to be legally bound hereby, as of the date set forth above.

ATTEST/WITNESS:

LESSEE:

PSSI STADIUM LLC, a Pennsylvania limited liability company

By _____

Name:

Title:

ATTEST/WITNESS:

AUTHORITY:

SPORTS & EXHIBITION AUTHORITY OF PITTSBURGH AND ALLEGHENY COUNTY, a body corporate and politic

Mary K Conturo

By: *Wayne Fontana*

Name: *Wayne Fontana*

Title: *Chairman*

In accordance with Section 6.2 of the Lease, Pittsburgh Steelers LLC, the owner of the Pittsburgh Steelers National Football League franchise, hereby guarantees the obligations of Lessee under the Lease, as amended.

ATTEST/WITNESS:

OWNER OF FRANCHISE

PITTSBURGH STEELERS LLC, a Pennsylvania limited liability company

By _____

Name:

Title:

Exhibit A

Description of the Project

South Plaza Expansion:

The South Plaza Expansion will create a new public concourse on the main concourse level at the South end of the stadium. The concourse will support new toilet/concession buildings.

The expansion will provide approximately 3,000 new seats. The seating will consist of a combination of precast and cast-on-grade concrete seating units. The lowest section of the new seating area will be supported on grade, while the upper portions will be supported by a combination of new steel framing and precast wall panels.

Second Scoreboard:

A new HD LED Daktronics video board will be installed in the Northwest end of the stadium. The video board will be located between the bleachers and the west stadium seating, above the open upper concourse level.

Exhibit B

Certificate of Authority's Financial Advisor as to amount of 2014 Rent

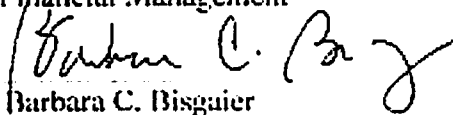
Pursuant to the provisions of the first paragraph of Section 4.4(a) of the Lease Agreement, between the Sports & Exhibition Authority of Pittsburgh and Allegheny County and PSSI Stadium I.I.C, dated June 20, 2000, as amended, Public Financial Management, the Authority's financial advisor, hereby certifies that the amount of 2014 Rent payable pursuant to the first paragraph of Subsection 4.4(a) of the Lease Agreement shall be reduced from the amounts set forth in the Lease Amendment, dated October 15, 2014, to the following amounts:

Date (June 1)	Amount
2015	\$2,110,000.00
2016	\$2,110,000.00
2017	\$2,110,000.00
2018	\$2,110,000.00
2019	\$2,110,000.00
2020	\$2,110,000.00
2021	\$2,110,000.00
2022	\$2,110,000.00
2023	\$2,110,000.00
2024	\$2,110,000.00
2025	\$2,110,000.00
2026	\$2,110,000.00
2027	\$2,110,000.00
2028	\$2,110,000.00
2029	\$2,110,000.00

This certification shall be attached to the Lease Amendment, dated October 15, 2014, and shall become a part thereof.

Public Financial Management

By:


Barbara C. Bisguier

Title:

Date:

11/12/14