

AMENDMENT TO LEASE AGREEMENT

THIS AMENDMENT TO LEASE AGREEMENT (“Amendment”) is made and entered into as of the 14th day of July, 2022, 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 **PITTSBURGH ASSOCIATES**, a Pennsylvania limited partnership (“**Lessee**”).

W I T N E S S E T H:

WHEREAS, the Authority is landlord under that certain Lease Agreement, dated June 20, 2000, by and between the Authority and Lessee, as tenant, as amended and/or modified through the date hereof (the “**Lease**”), pursuant to which the Authority leases to Lessee and Lessee leases and accepts from the Authority the Leased Premises (as defined in the Lease), which Leased Premises consists of the Ballpark; and

WHEREAS, the Authority and Lessee wish to amend the Lease with respect to matters related to the undertaking of certain Ballpark capital projects; and

WHEREAS, the Authority and Lessee have determined to provide for increased financial support for long term capital needs of the Ballpark.

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 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 of Section 4.2.1 – “Elements of Rent” by adding Subsection 4.2.1(f).** The Authority and Lessee hereby agree to amend Section 4.2.1 of the Lease by adding the following new subsection:

4.2.1(f) **Additional Surcharge.** Commencing November 1, 2022, an additional, new, fixed \$1.00 surcharge shall be imposed by the Authority on all tickets sold for all Events at the Ballpark utilizing the seating bowl, except as hereinafter provided (the “**Additional Surcharge**”). Proceeds from the Additional Surcharge shall be paid to the Authority without offset, claim or deduction and shall be immediately deposited to the Capital Reserve Fund. The Additional Surcharge is in addition to and separate from the existing 5%

Ticket Surcharge provided for in the Lease. The provisions of 4.2.1 (d) and (e) of the Lease have no applicability to the Additional Surcharge.

Provided, however, for each Lease Year, the Additional Surcharge does not apply to high school or college baseball games held at the Ballpark to the extent the Lessee expects attendance to not exceed 5,000.

Provided, further, the Additional Surcharge shall not apply to up to 100,000 tickets per Lease Year, distributed for use to youth, community, civic groups and similar uses, through the MLB Commissioner's Initiative program, for which MLB reimburses Lessee.

The Additional Surcharge shall be payable in accordance with Section 4.1 of the Lease. The Additional Surcharge payment made on or before each November 15 shall be accompanied by accounting detail, acceptable to the Authority and certified as accurate and correct by the chief financial officer of Lessee, which shall include, among other matters, detail about the high school or college baseball games, and the MLB Commissioner's Initiative tickets, as referenced in the paragraphs above.

4. Amendment of Section 4.2.1 – “Elements of Rent” by adding Subsection 4.2.1(g). The Authority and Lessee hereby agree to amend Section 4.2.1 of the Lease by adding the following new subsection:

- 4.2.1(g) Deposits to Capital Reserve Fund. Notwithstanding any other provision of the Lease to the contrary, the Authority shall deposit the following to the Capital Reserve Fund:
- a. the Base Rent (4.2.1(a)),
 - b. the Surcharge Rent (4.2.1(d)), and
 - c. the Additional Surcharge (4.2.1(f)).

Any provision of the Lease providing otherwise is hereby amended.

The Authority shall use good faith efforts to obtain additional funding sufficient to fulfill its obligation to fund Capital Repairs and Capital Improvements under the Lease.

5. Amendment to Article 10 – “Repairs, Maintenance and Alterations” by adding Subsection 10.16. The Authority and Lessee hereby agree to amend Article 10 of the Lease by adding the following new subsection:

- 10.16 Exhibit A Projects. Notwithstanding any other provisions of the Lease to the contrary, from the receipts of the Additional Surcharge received for the three Lease Years beginning November 1, 2022, November 1, 2023, and November 1, 2024, the Authority will reimburse Lessee for the projects listed on Exhibit A (the “**Exhibit A Projects**”), in each case up to the amount set forth on Exhibit A, and in accordance with the procedures

outlined in Paragraph 7 below (10.18). (The Additional Surcharge receipts for the three Lease Years beginning November 1, 2022, 2023 and 2024 herein referred to as “**Reimbursable Surcharge**”.)

Lessee is responsible for all costs of the Exhibit A Projects that are in excess of the amounts set forth on Exhibit A unless otherwise specifically approved by the Authority.

To the extent the Reimbursable Surcharge is less than the amounts set forth on Exhibit A (a “**deficiency**”), the Authority will reimburse Lessee up to the amount of the deficiency from receipts of the Additional Surcharge received for the Lease Year beginning November 1, 2029.

The Authority has no obligation to make reimbursement for Exhibit A Projects in excess of the specific Additional Surcharge receipts identified above.

If a force majeure event materially impacts Lessee’s ability to generate Reimbursable Surcharge, the current October 31, 2025 end date will be extended for a period of time equal to the period of the force majeure, but in no case longer than two (2) years. Provided, however, that Lessee shall, within fifteen (15) days after the beginning of any such delay, have first notified the Authority in writing of the cause(s) thereof and requested an extension, and further provided that Lessee must diligently seek removal, mitigation, or avoidance of the hindrance. In no event shall the end date be extended for more than two (2) years. As used herein, force majeure shall mean civil commotion, war, sabotage, terrorist act, unavoidable fire, flood, earthquake, pandemic or other acts of God.

Upon installation, the Exhibit A Projects shall become part of the Premises and the property of the Authority.

6. Amendment to Article 10 – “Repairs, Maintenance and Alterations” by adding Subsection 10.17. The Authority and Lessee hereby agree to amend Article 10 of the Lease by adding the following new subsection:

10.17 Exhibit B Projects. Notwithstanding any other provisions of the Lease to the contrary, the Authority gives Lessee approval to undertake the projects as listed on Exhibit B (the “**Exhibit B Projects**”). Lessee shall undertake the Exhibit B Projects, at its sole cost, and in accordance with the procedures outlined in Paragraph 7 below (10.18). No moneys from the Capital Reserve Fund shall be used for the Exhibit B Projects.

Upon installation, the Exhibit B Projects shall become part of the Premises and the property of the Authority.

7. **Amendment to Article 10 – “Repairs, Maintenance and Alterations”** by adding **Subsection 10.18**. The Authority and Lessee hereby agree to amend Article 10 of the Lease by adding the following new subsection:

10.18. **Procedures**. Prior to the start of work on each of the Exhibit A Projects and Exhibit B Projects, Lessee shall provide the Authority with copies of construction drawings and specifications, executed contracts, shop drawings, applicable construction permits, insurance certificates naming the Authority as additional insured, payment and performance bonds and lien waivers for review and approval by Authority.

The Exhibit A Projects and the Exhibit B Projects shall be undertaken in accordance with the Lease, including but not limited to, Section 10.11, Section 10.12, and Section 11.1.

The work must be performed under contracts entered into on an arm’s length basis, at commercially reasonable rates and in compliance with Applicable Laws. Neither the Lessee, its general partners, key employees or Affiliates shall receive fees or profits from any procurement arrangement.

With respect to the Exhibit A Projects, Lessee shall make payment to the contractor in the first instance and submit invoices to the Authority for reimbursement of eligible expenses. The Authority will inspect the progress and satisfactory performance of any work prior to reimbursement to Lessee for any invoices submitted, withholding any payments or reimbursement, at Authority’s sole discretion, for unsatisfactory workmanship or materials, as reviewed.

In order to make final payment on each Exhibit A Project, Authority is to receive proof of final payment to the contractor, final executed warranties, MBE/WBE participation verification, as-built drawings and equipment manuals.

8. **Amendment to Article 10 – “Repairs, Maintenance and Alterations”** by adding **Subsection 10.19**. The Authority and the Lessee hereby agree to amend Article 10 of the Lease by adding the following new subsection:

10.19. **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 the Exhibit A Projects or the Exhibit B Projects for the remaining term of the Lease.

Any review or approval of the Authority of plans and specifications, or other documentation, with respect to the Exhibit A Projects or the Exhibit

B Projects is solely for the Authority's benefit, and without any representation or warranty to Lessee with respect to adequacy, correctness or efficiency thereof or its compliance with Applicable Laws or otherwise.

9. **Amendment to Article 2 – “Definitions” and Section 7.2.1- “Gate Receipts”**. In each instance in the Article 2 Definition of “Average Ticket Price”, in the Article 2 Definition of “Ticket Revenues”, and in Section 7.2.1 “Gate Receipts” where “Ticket Surcharge” now appears, it is hereby amended to read “Ticket Surcharge and Additional Surcharge”.

10. **Ratification of Lease and Development Agreement**. Except as specifically modified by this Amendment, the Lease 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.

11. **Entire Agreement**. The Lease 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.

12. **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 Lessee.

13. **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 Lessee.

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

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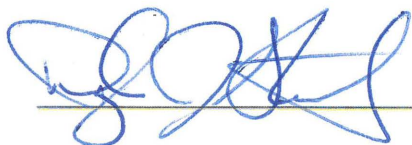
[Signature page to Amendment to Lease Agreement]

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

ATTEST/WITNESS:




ATTEST/WITNESS:



LESSEE:

PITTSBURGH ASSOCIATES, a
Pennsylvania limited partnership

By 
Name: Travis Williams
Title: President

AUTHORITY:

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

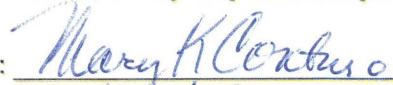
By: 
Name: Mary K Conturo
Title: Executive Director

Exhibit A

Exhibit A Projects

Project Description and Maximum Reimbursement Amount

Regarding PNC Park bid package costs not authorized at June 2022 SEA Board Meeting:

- Remainder of PNC Park at North Side Video Production System Replacement bid package dated April 11, 2022, with Best and Final Offers on May 27, 2022. Based on successful contractor Texolve Digital Inc. bid data- \$725,878
- Remainder of PNC Park at North Side Sound System Replacement bid package dated April 11, 2022, with Best and Final Offers on May 27, 2022. Based on successful contractor Clair Global Integration LLC bid data- \$204,769 (contingency and overtime not included)

Portion of PNC Park at North Side Scoreboard Replacement bid package dated April 11, 2022, with Best and Final offers on May 27, 2022. Based on successful contractor Mitsubishi Electric Power Products, Inc. bid data - \$3,578,755 (expansion of videoboard to replace static signage, lower level ribbon display, and alternates 11 63 11 B1, 11 63 11 B2, 11 63 11 D1 and 11.63.11 E2)

Soft Costs for Sound System Replacement, Video Production System Replacement and Scoreboard Replacement bid packages (but not including Exhibit B Projects) – Up to \$280,202 – Wrightson, Johnson, Haddon and Williams and DLA+ Architecture & Interior Design LLC eligible costs

Up to \$4,789,604 Total

Exhibit B

Exhibit B Projects

Project Description

Expansion of scoreboard additional 8 ft, based on PNC Park at North Side Scoreboard Replacement bid package dated April 11, 2022, with Best and Final Offers on May 17, 2022, and on successful contractor Mitsubishi Electric Power Products, Inc. bid data. Project includes that addition of structural steel (see Thornton Tomasetti PNC Park Scoreboard Modification Project, dated April 14, 2022). *Contingent upon Structural Review, and Contingent on receipt of a written report from an ADA consultant stating that the relocation site and placement of the existing closed caption videoboard meets ADA code and best practice.* It is recognized that Lessee may determine to not undertake this project. The approval provided by this agreement expires November 15, 2022 if the project is not commenced by that date.

Dugout LED displays (provided by sponsor)- see structural drawings – Mitsubishi Electric Power Products, Inc. drawing JD220708-1 dated July 8, 2022.