

FIRST AMENDMENT TO LEASE AGREEMENT

THIS FIRST AMENDMENT TO LEASE AGREEMENT (this "**Amendment**") is made, executed and delivered as of the 28th day of June, 2001 (the "**Effective Date**"), between and among the SPORTS & EXHIBITION AUTHORITY OF PITTSBURGH AND ALLEGHENY COUNTY, a body corporate and politic, organized and existing pursuant to the Public Auditorium Authorities Law, Act of July 29, 1953, P.L. 1034, 53 Pa. C.S.A. § 23841, *et seq.* (the "**Authority**"), and by PSSI STADIUM CORP., a Pennsylvania corporation (the "**Lessee**"), and PITTSBURGH STEELERS SPORTS, INC., a Pennsylvania corporation ("**PSSI**") as an additional party to the Lease (as defined below) for the limited purposes specified in the "**Joinder**" to the Lease.

WITNESSETH:

WHEREAS, the Authority, Lessee and PSSI have entered into a Lease Agreement, dated June 20, 2000 (the "**Original Lease**"), in connection with the occupancy of a football stadium in the Twenty-Second (22nd) Ward of the City of Pittsburgh, Allegheny County, Pennsylvania, as more fully described therein; and

WHEREAS, subject to the terms and conditions set forth herein, the parties desire to amend the Lease to restate the description of the Site (as defined in the Original Lease).

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree that the Original Lease shall be amended as follows:

1. DEFINED TERMS. All capitalized terms used in this Amendment and not otherwise defined herein, shall have the meanings given such terms in the Original Lease. The term "**Lease**" shall hereinafter refer to mean the Original Lease, as amended by this Amendment.

2. AMENDMENT TO EXHIBIT A OF ORIGINAL LEASE. Exhibit A of the Original Lease is hereby deleted in its entirety and replaced with the Exhibit A containing the information and in the form attached to this Amendment as Exhibit A.

3. CORPORATE AUTHORITY. Each party and the persons executing this Amendment on such party's behalf represent and warrant that the individuals executing this Amendment on such party's behalf are duly authorized to execute and deliver this Amendment, and that this Amendment is binding upon such party in accordance with its terms.

4. EFFECTIVENESS OF AMENDMENT; CONFORMING REFERENCES. This Amendment shall be effective as of the Effective Date, immediately upon execution and delivery hereof by all parties to this Amendment. On and after the Effective Date, all

references in any other document or agreement to the Original Lease (including any agreements, documents and/or instruments executed and/or delivered in connection with the Original Lease), shall mean the Original Lease as amended and supplemented by this Amendment, and as may be further amended or supplemented from time to time hereafter.

5. GOVERNING LAW. This Amendment shall be governed as to validity, enforcement, interpretation, construction, affect and in all other respects by the laws of the Commonwealth of Pennsylvania.

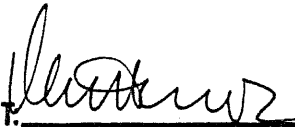
6. NO FURTHER MODIFICATION. Except as expressly set forth in this Amendment, all of the terms and provisions of the Lease shall remain unmodified and in full force and effect.

7. COUNTERPARTS. This Amendment may be executed in any number of original counterparts. Any such counterpart shall constitute an original of this Amendment, and all such counterparts together shall constitute one fully executed document.

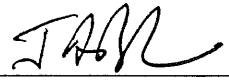
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IN WITNESS WHEREOF, the parties have entered into this Amendment as of the date first set forth above.

ATTEST:

ATTEST: 
Mark R. Hornak
Assistant Secretary

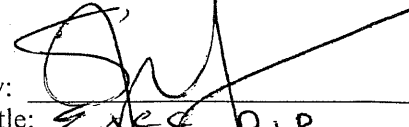
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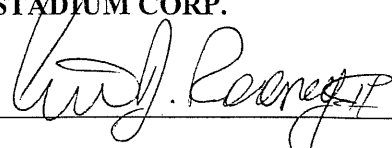
ATTEST:



SPORTS & EXHIBITION AUTHORITY OF
PITTSBURGH AND ALLEGHENY COUNTY

By: 
Title: Exec D.I.R.

PSSI STADIUM CORP.

By: 
Title:

PITTSBURGH STEELERS SPORTS, INC.

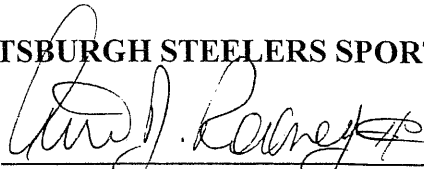
By: 
Title:

EXHIBIT A-1

SITE

HEINZ FIELD
PROPERTY DESCRIPTION

All that certain tract or parcel of land situated in the 22nd Ward of the City of Pittsburgh and Allegheny County and Commonwealth of Pennsylvania, being bounded and described as follows:

Beginning at a point of intersection between the northern right-of-way line of North Shore Drive and the westerly right-of-way line of Art Rooney Avenue said point being 38.46 feet left of North Shore Drive Survey and Right-of-Way centerline at Sta. 284+89.53. The coordinate of said point being N 104387.1653, E 96030.6396 (coordinate based on the City of Pittsburgh coordinate system), thence

by a line through the lands now or formerly of the Sports and Exhibition Authority of Pittsburgh and Allegheny County being the northerly right-of-way line of North Shore Drive S63° 47' 08" W for a distance of 14.82 feet to a point; thence

by a line curving to the right (along said right-of-way line) having a radius of 377.70 feet, an Arc distance of 157.02 feet, the chord of said line being S 73° 33' 44" W for a distance of 155.89 feet to a point; thence

N 02° 18' 39" W for a distance of 10.72 feet to a point on said right-of-way line; thence

S 87° 41' 21" W for a distance of 205.81 feet to a point on said right-of-way line; thence

By a line curving to the right (along said right-of-way line) having a radius of 1808.24 feet, an Arc distance of 62.47 feet, the chord of said line being S 88° 40' 44" W for a distance of 62.46 feet to a point; thence

S 00° 19' 54" W for a distance of 11.00 feet to a point on said right-of-way line; thence

By a line curving to the right (along said right-of-way line) having a radius of 1819.24 feet, an Arc distance of 262.99 feet, the chord of said line being N 86° 11' 25" W for a distance of 262.76 feet to a point of compound curve; thence

By a line curving to the right (along said right-of-way line) having a radius of 251.11 feet, an Arc distance of 239.16 feet, the chord of said line being N 54° 45' 51" W for a distance of 230.22 feet to a point of compound curve; thence

by a line curving to the right (along said right-of-way line) having a radius of 142.00 feet, an Arc distance of 33.36 feet, the chord of said line being N 20° 44' 46" W for a distance of 33.28 feet to a point of tangency; thence

by a line along the easterly right-of-way line of North Shore Drive and Allegheny Avenue N 14° 00' 57" W for a distance of 731.21 feet to a point; thence

by a line curving to the right (along said right-of-way line) having a radius of 486.40 feet, an Arc distance of 70.34 feet, the chord of said line being N 11° 25' 20" W for a distance of 70.28 feet to a point of compound curve; thence

by a line curving to the right (along said right-of-way line) having a radius of 47.00 feet, an Arc distance of 69.44 feet, the chord of said line being N 33° 31' 53" E for a distance of 63.30 feet to a point on the southerly right-of-way line of Reedsdale Street; thence

by a line along the southerly right-of-way line of Reedsdale Street N 75° 20' 58" E for a distance of 99.26 feet to a point; thence

by a line along said right-of-way line N 84° 53' 11" E for a distance of 669.16 feet to a point; thence

by a line along said right-of-way line S 89° 16' 27" E for a distance of 34.31 feet to a point on the westerly right-of-way line of Art Rooney Avenue; thence

by a line along the westerly right-of-way line of Art Rooney Avenue S 13° 41' 41" E for a distance of 1066.45 feet to the point of beginning.

containing an area of 896,920 square feet or 20.590 acres.

COPY

55609

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE is made, executed and delivered as of the 28th day of June, 2001, between and among the **SPORTS & EXHIBITION AUTHORITY OF PITTSBURGH AND ALLEGHENY COUNTY**, a body corporate and politic, organized and existing pursuant to the Public Auditorium Authorities Law, Act of July 29, 1953, P.L. 1034, 53 Pa. C.S.A. § 23841, *et seq.* (the "**Lessor**"), and by **PSSI STADIUM CORP.**, a Pennsylvania corporation (the "**Lessee**") and **PITTSBURGH STEELERS SPORTS, INC.**, a Pennsylvania corporation ("**PSSI**") as an additional party to the Lease (as defined below) for the limited purposes specified in the "Joinder" to the Lease.

WITNESSETH:

WHEREAS, the Lessor, Lessee and PSSI have entered into a Lease Agreement, dated June 20, 2000 (the "**Original Lease**"), as amended by that certain First Amendment to Lease, dated as of even date herewith (the "**First Amendment**," and together with the Original Lease the "**Lease**"), in connection with the occupancy of a football stadium in the Twenty-Second (22nd) Ward of the City of Pittsburgh, Allegheny County, Pennsylvania, as more fully described below; and

WHEREAS, the Lessor and Lessee desire to record this Memorandum of Lease in accordance with the Act of June 2, 1959, P.L. 454 § 2, 21 Pa. C.S.A. § 405, as follows:

1. LESSOR. The name of the Lessor in the Lease is: **SPORTS & EXHIBITION AUTHORITY OF PITTSBURGH AND ALLEGHENY COUNTY**, a body corporate and politic, organized and existing pursuant to the Public Auditorium Authorities Law, Act of July 29, 1953, P.L. 1034, 53 Pa. C.S.A. § 23841, *et seq.*

2. LESSEE. The name of the Lessee in the Lease is: **PSSI STADIUM CORP.**, a Pennsylvania corporation.

3. ADDRESSES OF THE PARTIES. The address of the parties to the Lease are as follows:

Lessor: Regional Resource Center
Suite 1410
425 Sixth Avenue
Pittsburgh, PA 15219

Lessee: 3400 South Water Street
Pittsburgh, PA 15203

PSSI: 3400 South Water Street
Pittsburgh, PA 15203

4. DATE OF LEASE. The date of the Original Lease is June 20, 2000. The date of the First Amendment to Lease is June 28, 2001.

5. DESCRIPTION OF PREMISES. The premises being leased, as described in the Lease, is the property bounded by Reedsdale Street on the North, Three Rivers Stadium on the

East, Allegheny Avenue on the West and North Shore Drive on the South, located on the North Side of the City of Pittsburgh, County of Allegheny and Commonwealth of Pennsylvania, more particularly described in Exhibit A, attached hereto and made a part of this Memorandum of Lease, and shown on the site plan attached hereto as Exhibit B and made a part of this Memorandum of Lease.

6. **DATE OF COMMENCEMENT.** The term of the Lease shall commence on the Commencement Date. The "Commencement Date" shall mean the later of (a) August 1, 2001, or (b) a date that is ten (10) days following the delivery of written notice from the Lessor to the Lessee that Substantial Completion of the Project has occurred.

7. **TERM.** The term of the Lease shall continue for three hundred and fifty-four (354) months from the Commencement Date.

8. **RIGHT TO RENEW.** Lessee may elect to extend the term for up to four (4) extension periods of five (5) years each by providing the Lessor not less than one (1) year's prior written notice of each such election, and provided that Lessee is not then in default of the Lease and provided that Lessor and Lessee can agree upon the amount of rental to be paid. The amount of the rental during any renewal term is not fixed at a set amount and no method for establishing the rental charge is established.

Signatures Appear on Next Page.

IN WITNESS WHEREOF, the parties to the Lease have executed this Memorandum of Lease the day and year first above written.

ATTEST:

SPORTS & EXHIBITION AUTHORITY OF PITTSBURGH AND ALLEGHENY COUNTY

ATTEST: Mark R. Hornak
Assistant Secretary

By: [Signature]
Title: EXEC. DIR.

ATTEST: J.A. Boulton

PSSI STADIUM CORP.
By: [Signature]
Title: Vice President

ATTEST:

PITTSBURGH STEELERS SPORTS, INC.

J.A. Boulton

By: [Signature]
Title: Vice President

COMMONWEALTH OF PENNSYLVANIA :
SS :
COUNTY OF ALLEGHENY :

On this the 28th day of June, 2001, before me, a Notary Public, personally appeared Steve Leeper who acknowledged himself/herself to be the Executive Director of SPORTS & EXHIBITION AUTHORITY OF PITTSBURGH AND ALLEGHENY COUNTY, and that he/she as such Executive Director being authorized to do so, executed the foregoing instrument for the purpose therein contained by signing the name of SPORTS & EXHIBITION AUTHORITY OF PITTSBURGH AND ALLEGHENY COUNTY, by himself/herself as Executive Director

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

Cynthia Ann Pofi
Notary Public

[Seal]

My Commission Expires
Jan. 21, 2002

Notarial Seal
Cynthia Ann Pofi, Notary Public
Pittsburgh, Allegheny County
My Commission Expires Jan. 21, 2002
Member, Pennsylvania Association of Notaries

COMMONWEALTH OF PENNSYLVANIA

SS

COUNTY OF ALLEGHENY

On this the 28 day of JUNE, 2001, before me, a Notary Public, personally appeared Arthur J. Rooney, Jr, who acknowledged himself/herself to be the Vice President of PSSI STADIUM CORP., and that he/she as such Vice President, being authorized to do so, executed the foregoing Memorandum of Lease for the purpose therein contained by signing the name of PSSI STADIUM CORP. as Vice President

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

Cynthia Ann Poff
Notary Public

[Seal]

My Commission Expires

Jan. 21, 2002

Notarial Seal
Cynthia Ann Poff, Notary Public
Pittsburgh, Allegheny County
My Commission Expires Jan. 21, 2002

Member, Pennsylvania Association of Notaries

COMMONWEALTH OF PENNSYLVANIA :

SS :

COUNTY OF ALLEGHENY :

On this the 28 day of June, 2001, before me, a Notary Public, personally appeared Arthur J. Rooney, Jr, who acknowledged himself/herself to be the Vice President of PITTSBURGH STEELERS SPORTS, INC., and that he/she as such Vice President, being authorized to do so, executed the foregoing Memorandum of Lease for the purpose therein contained by signing the name of PITTSBURGH STEELERS SPORTS, INC. as Vice President.

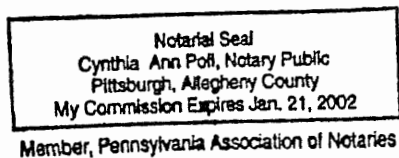
IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Cynthia Ann Poff
Notary Public

[Seal]

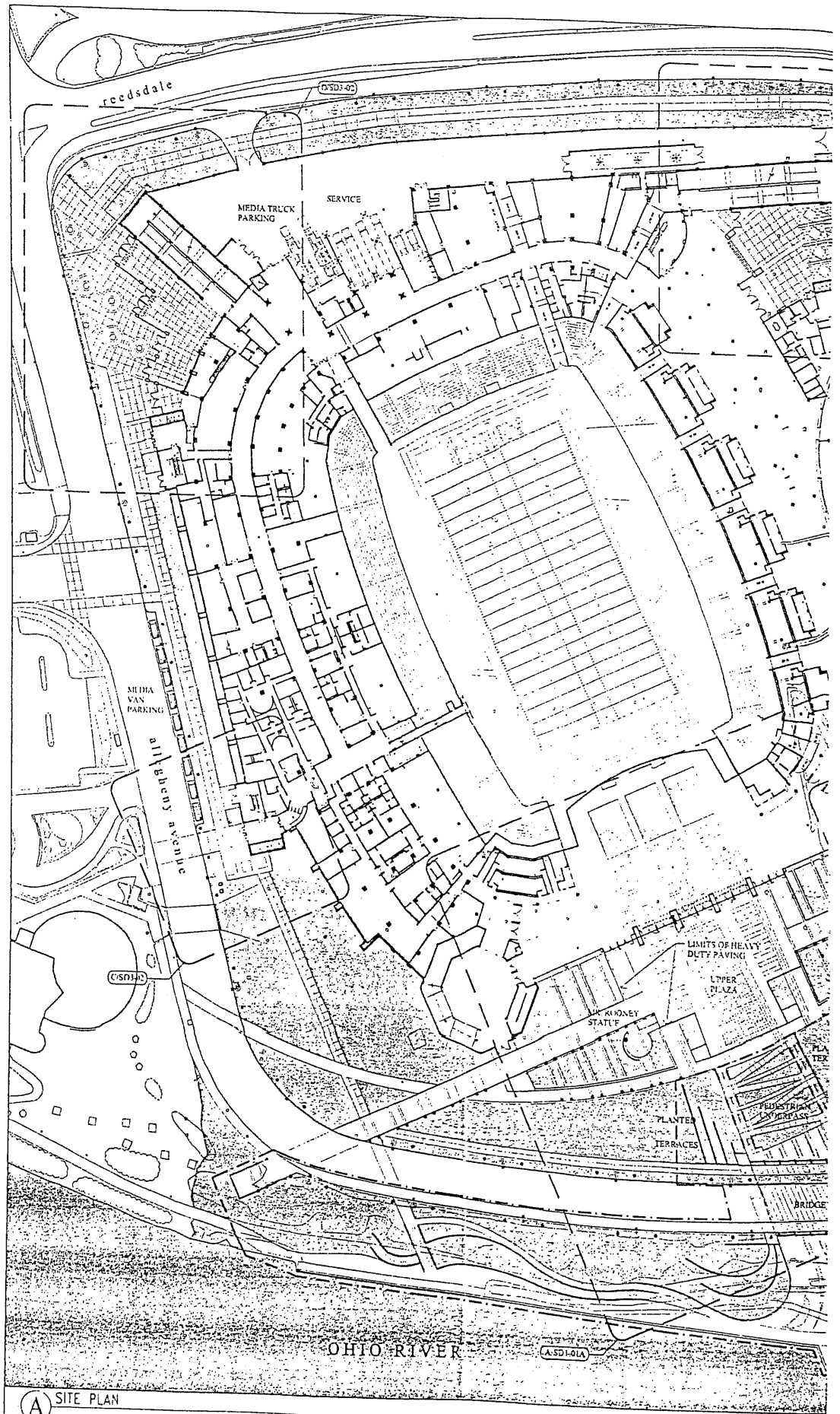
My Commission Expires

Jan. 21, 2002



TO MEMORANDUM OF LEASE

SITE PLAN



(A) SITE PLAN

MEMORANDUM OF LEASE

Between:
Sports & Exhibition Authority of
Pittsburgh and Allegheny County
("Lessor")

and

PSSI Stadium Corp.
("Lessee")

June 28, 2001

Record and Return to:
Walter D. Enick, Esquire

TUCKER ARENSBERG, P.C.
1500 ONE PPG PLACE
PITTSBURGH, PENNSYLVANIA 15222
TELEPHONE (412) 594-5608

