

2017 AMENDMENT AGREEMENT

This 2017 Amendment Agreement (herein "**Amendment**") is made and entered into as of the 13 day of September, 2017, 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, 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, that certain Reaffirmation, Settlement and Amendment Agreement, between Optionor and North Shore Developers, L.P., dated as of December 30, 2008, 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 ("**Amendment Agreement**"), the Assignment and Assumption Agreement by North Shore Developers, L.P. to Optionee, dated July 30, 2013, and to those certain letter agreements by Optionor to Optionee dated May 4, 2015, July 17, 2015, October 1, 2015, November 24, 2015, November 22, 2016 and August 25, 2017 (collectively, and as amended, the "**Option Agreement**"); and

WHEREAS, Optionee and Optionor desire to 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. Parcel 14 and Adjacent Land. Optionee has provided a Take Down Notice to Optionor for Parcel 14 pursuant to the Option Agreement, as amended hereby. Parcel 14 (approximately 33,106 square feet) qualifies as the first Follow-On Parcel.

The Optionor owns a parcel containing approximately 13,014 square feet of land adjacent to Parcel 14 (the "**Adjacent Land**"), which Adjacent Land is not subject to the Option Agreement. The Adjacent Land currently provides thirty six (36) surface parking spaces (the "**36 Overpass Spaces**").

Parcel 14 together with the Adjacent Land have been legally consolidated and the consolidated parcel is identified as Lot 14R, 22nd Ward, City of Pittsburgh, Pennsylvania, as set forth in the North Shore Subdivision Plan Revision No. 1, recorded April 22, 2004 at Plan Book 245, pages 163-164 in the Department of Real Estate of Allegheny County, Pennsylvania. Parcel 14 together with the Adjacent Land is referred to herein as "**Lot 14R.**"

Pursuant to Section 8.6(c) of the Option Agreement, Optionee has designated that Lot 14R shall be taken down by NORTH SHORE XIV, LLC, a Pennsylvania limited liability company (the "**Buyer**"), as the Developer for this parcel.

The parties hereby agree that Optionor will sell the Adjacent Land to Buyer pursuant to the terms of this Amendment and related documents.

Optionee agrees that following the transfer and Closing, Lot 14R 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. Optionee agrees that this restriction will constitute a covenant running with the land and shall be included in the deed for Lot 14R, such deed (the "**Lot 14R Deed**") to be substantially in the form attached hereto as Exhibit A.

Optionee agrees that it shall execute a Joinder and Consent to the Lot 14R Deed to consent to the terms and provisions of the Lot 14R Deed, and to further acknowledge that it shall be bound by and subject to all provisions in the Lot 14R Deed which are specifically imposed upon the Optionee.

Except as expressly set forth in this Amendment, the requirements of the Option Agreement that apply to the sale of Parcel 14, shall also apply to the sale of the Adjacent Land.

2. Thirty-six (36) Overpass Spaces. Optionee shall provide a waiver or modification of rights of PSSI and PA with respect to surface parking requirements provided in the respective Team Leases if, and to the extent that, at any time in the future, the 36 Overpass Spaces or any portion thereof would be necessary to satisfy those requirements. (Any waiver required by this provision is limited to the 36 Overpass Spaces.).

Optionor is under no obligation to include the 36 Overpass Spaces in any calculation of parking spaces which may be required now or in the future under Sections 10, 11, or 12 of the Amendment Agreement.

3. Contribution Agreement. On or before the Closing Date for Lot 14R, Optionee shall cause the Buyer to enter into a Contribution Agreement with Optionor, substantially in the form attached as Exhibit B.
4. Construction License Agreement and Encroachment and Utility Easement Agreement. On or before the Closing Date for Lot 14R, Optionee shall cause Buyer to execute, and Optionor shall cause the SEA to execute, (i) the Construction License Agreement substantially in the form attached hereto as Exhibit C, and (ii) the Encroachment and Utility Easement Agreement substantially in the form attached hereto as Exhibit D.
5. Parking Operations prior to Construction. Optionor, at its option, may continue to operate Lot 14R as a parking lot during the period from the Closing Date for Lot 14R until the commencement of construction on Lot 14R, and, subject to Section 1.5(a) of the Option Agreement, shall retain the revenues therefrom. On or before the Closing Date for Lot 14R, if Optionor so requests, Optionee shall cause Buyer to, and Optionor shall, execute a parking license agreement with Optionor in substantially the form attached hereto as Exhibit E.
6. Lot 14R Letter Agreement. Additional matters related to the Closing for Lot 14R, including but not limited to the agreement to complete certain improvements at the property owned by the SEA to the east of the Building known as Canal Square, are provided for in the Lot 14R Closing Letter by Optionee, to be accepted by Optionor, as of the Closing Date. Such side letter agreement will be substantially in the form attached as Exhibit F.
7. Surface Parking. To the extent of any conflict between Section 6.4 of the Option Agreement (related to a prohibition against surface parking) and the terms of the Lot 14R Deed permitting limited parking at the service yard, the terms of the Lot 14R Deed shall govern.
8. No Waiver. Except as otherwise provided herein, the Take Down of Lot 14R by Buyer shall not be construed to be a waiver by either party of any existing rights, powers or privileges set forth in the Option Agreement, including, without limitation, any existing rights, powers or privileges that may currently exist pursuant to Sections 10, 11 or 12 of the Amendment Agreement.
9. Amendment. This Amendment shall serve as an amendment to the Option Agreement. Except as expressly provided in this Amendment, 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.

10. Entire Agreement. The Option Agreement, as amended hereby, sets forth all of the promises, covenants, agreements and conditions between the parties hereto with respect to the subject matter hereof. Attached exhibits are deemed to be part of this Amendment.

11. Counterparts. 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.

12. Defined Terms. All capitalized terms used herein but not defined herein shall have the meanings ascribed to such terms in the Option Agreement.

[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:

Name:

Title:

Stanley B. Lederman
STANLEY B. LEDERMAN
Chairman

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:

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

OPTIONOR:

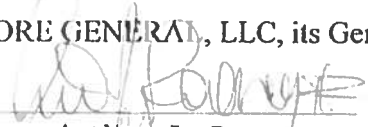
STADIUM AUTHORITY OF THE CITY OF PITTSBURGH

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: _____

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

OPTIONOR:

STADIUM AUTHORITY OF THE CITY OF PITTSBURGH

By: _____
Name: _____
Title: _____

OPTIONEE:

NORTH SHORE DEVELOPERS-2013, LP

By: NSHORE GENERAL, LLC, its General Partner

By: _____
Name: _____
Title: _____

By: HOME RUN DEVELOPMENT LLC, its General Partner

By: Frank Coonelly
Name: Frank Coonelly
Title: President

Attachments

Exhibit A-Lot 14R Deed

Exhibit B- Contribution Agreement

Exhibit C- Construction License Agreement

Exhibit D- Encroachment and Utility Easement Agreement

Exhibit E- Parking License Agreement

Exhibit F-Lot 14R Letter Agreement

Exhibit A

Lot 14R Deed

SPECIAL WARRANTY DEED

MADE September __, 2017, effective as of September __, 2017 (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 XIV, LLC, a Pennsylvania limited liability company (the "Grantee").

WITNESSETH, that the said Grantor in consideration of Two Million Two Hundred Thousand and 00/100 Dollars (\$2,200,000.00) ("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.

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:

Grantee covenants and agrees that Grantee shall commence, or cause to be commenced, construction on the Property of a seven story building for retail and office use (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, those certain letter agreements by Grantor and Optionee dated May 4, 2015, July 17, 2015, October 1, 2015, November 24, 2015, November 22, 2016 and August 25, 2017, and as further amended by that certain 2017 Amendment Agreement dated on or about even date herewith, and 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 "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 (A) prior to exercising any such rights, Grantor will first give the holder of the mortgage associated with the Construction Financing (as hereinafter defined) (the "Lender")

reasonable notice of the Commencement Default or Completion Default, as the case may be, and an opportunity to cure in the same amount of time, and (B) 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 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 the only mortgage that will be permitted to be placed on the Property prior to the Construction Commencement Date shall be in connection with the construction financing (the "Construction Financing") for the Project ("Permitted Mortgage") and such Construction Financing shall provide that no amount of the funds from the Lender shall be used unless and until construction commences on the Property or if funds are used, such amount shall not exceed Two Hundred Fifty Thousand Dollars (\$250,000.00) ("Mortgage Cap"), so that if the Revesting Event occurs, the amount owed under the Permitted Mortgage would be substantially less than the Purchase Price to be paid by Grantor to Grantee. In furtherance of the foregoing, simultaneously with the payment of the Purchase Price to Grantee, (i) any amount owed to the Lender will be immediately paid by Grantee, and (ii) 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 the Permitted Mortgage and such mortgage satisfaction document shall be promptly recorded, at Grantee's cost, in the Allegheny County Department of Real Estate.

Upon the Revesting Event 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 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; provided that such condition subsequent and any re-vesting of title as a result thereof in the Grantor shall always be subject to and limited by, and shall not defeat or render invalid the lien of the Permitted Mortgage up to the Mortgage Cap only. To the extent that the amount owed by Grantee to Lender pursuant to the Construction Financing exceeds the Mortgage Cap, then any amount in excess of the Mortgage Cap shall be subject and subordinate to the Grantor's right of reverter set forth herein and in the event the Revesting Event occurs any amount owed to the Lender that exceeds the Mortgage Cap shall be defeated and rendered invalid as to the Permitted Mortgage and the Grantor shall not take the Property subject to any such amount exceeding the Mortgage Cap. Notwithstanding the foregoing, in the event there is an amount owed that is less than the Mortgage Cap, such amount shall be immediately paid to the Lender upon Grantor delivering the Purchase Price to Grantee as more fully described in the immediately preceding Paragraph.

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 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.

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 except as specifically permitted by provisions contained in that certain letter agreement by and between Grantor and Optionee, dated on or about even date herewith (the "Letter Agreement"), as may be amended from time to time by the parties thereto. 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 purchaser, 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.

4. Grantee, for itself, its purchasers, successors and assigns, covenants and agrees that the improvements at the Property shall include the following: (i) a public restroom at ground level operated in accordance with the provisions contained in the Letter Agreement, as may be amended from time to time by the parties thereto, and (ii) bicycle racks to accommodate at least forty (40) bicycles with reasonable related amenities (such as phone charging stations and a bicycle repair station), which amenities may be modified by Grantee as technology warrants.

There shall be no third-party beneficiaries of the covenants set forth in Sections 2 and 3 and 4. The covenants set forth in Sections 3 and 4 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 to and until the later of (a) May 31, 2053; or (b) destruction or demolition of all or substantially all of the improvements on the Property. The covenants set forth in Sections 1, 2 and 3 and 4 may be amended with Grantor's written approval 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, Commercial Property Lot 14R, North Shore Drive, 22nd Ward of Pittsburgh, Allegheny County, Pennsylvania* by Civil Environmental Consultants, Inc., February 14, 2017 (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"). The CEC Report relies upon the Kimball Report for its evaluation of the impact of historic uses without additional testing.

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 lead, arsenic, benzo(a)pyrene, as identified in Figure 12 and Table 5 of the Kimball Report, although the text of the Kimball Report at page 28 identifies several other organic compounds exceeding the standards.

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 lead found in sample well MW-1, which the text of Kimball Report indicates was located at the Property (but appears from Figures 8 and 12 of the Kimball Report to be located at adjacent property).

Additionally, the Kimball Report indicates that diesel range organic compounds were detected at concentrations exceeding 500 mg/kg at one soil boring location on the Property (B3-13).

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 June 8, 2017, 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 XIV, LLC, a Pennsylvania limited liability company

By: _____
Name: _____
Title: _____

STADIUM AUTHORITY OF THE CITY OF
PITTSBURGH

By: _____
Name: _____
Title: _____

COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF ALLEGHENY)

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

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 3400 South Water Street, Pittsburgh, Pennsylvania 15203, Attn: President, and (2) **FOR ALL OTHER PURPOSES** (including delivery of assessment change notices) the precise residence of Grantee is 3400 South Water Street, Pittsburgh, Pennsylvania 15203, Attn: President.

Witness the due execution hereof.

By/for Grantee

EXHIBIT A

Legal Description of Property

All that certain parcel of land situate in the 22nd Ward of the City of Pittsburgh, County of Allegheny and Commonwealth of Pennsylvania, being Lot 14R in the North Shore Subdivision Plan Revision No. 1 recorded in the Department of Real Estate of Allegheny County in Plan Book Volume 245, pages 163 and 164.

Identified as Block and Lot 8-K-22 in the Deed Registry Office of Allegheny County

EXHIBIT B

Permitted Exceptions

1. All matters disclosed by an accurate and complete survey of the Property.
2. Any reservations, restrictions, limitations, conditions, or agreements set forth in the instrument where title is vested in the Grantee.
3. All applicable zoning and land use ordinances.
4. All matters caused or created by Grantee or its affiliates.
5. All public roads and right of ways.
6. All federal, state and local laws, statutes, ordinances, resolutions and administrative rules and regulations.
7. All easements, utility lines including water, gas, electric, cable and other services existing on the Effective Date.
8. The subway or potential subway, including without limitation, rights, privileges, easements and conveyances related to or in connection therewith.
9. Real estate taxes for the current and prior tax years which may be hereafter assessed not yet due and payable.
10. Rights of way in favor of the Commonwealth of Pennsylvania Department of Transportation for L.R. 1021 and L.R. 1039, including easement granted to the Commonwealth of Pennsylvania Department of Highways by the Urban Redevelopment Authority of Pittsburgh dated March 8, 1967 and recorded in Deed Book Volume 4387, page 301.
11. The following matters shown on Exhibit B to deed from Urban Redevelopment Authority of Pittsburgh to Stadium Authority of the City of Pittsburgh dated March 31, 1971 and recorded in Deed Book Volume 4946, page 384: Storm sewer easements.
12. Covenants set forth in Paragraphs l(b), l(c) and (d) of deed from Urban Redevelopment Authority of Pittsburgh to Stadium Authority of the City of Pittsburgh dated March 31, 1971 and recorded in Deed Book Volume 4946, page 384.
13. Declaration of Covenants, Conditions and Restrictions made by The Stadium Authority of the City of Pittsburgh dated September 25, 2003 and recorded in Deed Book Volume 11799, page 83.
14. Agreement Re: Conveyance, Easement and Maintenance of certain PWSA Improvements among The Pittsburgh Water and Sewer Authority, Sports & Exhibition Authority of Pittsburgh

and Allegheny County and Stadium Authority of the City of Pittsburgh dated November 11, 2011 and recorded in Deed Book Volume 14772, page 39.

15. Option Agreement between Stadium Authority of the City of Pittsburgh and North Shore Developers, L.P. dated September 25, 2003, as evidenced by Memorandum of Option Agreement recorded in the Department of Real Estate of Allegheny County at Deed Book Volume 11799, page 90; as assigned to Grantee by Assignment and Assumption Agreement dated July 30, 2013, recorded in the Department of Real Estate of Allegheny County at Deed Book Volume 15324, page 537.

16. Easement Agreement - Water Equipment and Electrical Equipment by and among Stadium Authority of the City of Pittsburgh, Sports & Exhibition Authority of Pittsburgh and Allegheny County and City of Pittsburgh and North Shore XIV, LLC dated September __, 2017, to be recorded in the Department of Real Estate of Allegheny County.

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 September, 2017, to be effective as of September ____, 2017, 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 XIV, LLC 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, those certain letter agreements dated May 4, 2015, July 17, 2015, October 1, 2015, November 24, 2015, and November 22, 2016, and as further amended by that certain 2017 Amendment Agreement dated on or about even date herewith, and 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: _____

Title: _____

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 _____, 2017, 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 _____, 2017, 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
301 Grant Street, 20th Floor
Pittsburgh, PA 15219

Exhibit B

Contribution Agreement

CONTRIBUTION AGREEMENT

THIS CONTRIBUTION AGREEMENT (this "Agreement") is dated September ____, 2017, to be effective as of the ____ day of September, 2017 (the "Effective Date") by and between the Stadium Authority of the City of Pittsburgh, a body corporate and politic existing under the laws of the Commonwealth of Pennsylvania (the "Authority") and North Shore XIV, LLC, a Pennsylvania limited liability company (the "Buyer").

WHEREAS, the Authority is owner of that certain parcel situate in the 22nd Ward of the City of Pittsburgh, Allegheny County, Pennsylvania, known as Lot 14R of the North Shore Subdivision Revision No. 1 of record in the Allegheny County Department of Real Estate at Plan Book Volume 245, pages 163 and 164 ("Lot 14R"); and

WHEREAS, the Authority has agreed to convey Lot 14R to the Buyer, conditioned upon, *inter alia*, Buyer's agreement to enter into this Agreement.

NOW, THEREFORE, in consideration of the foregoing and for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, and intending to be legally bound hereby, the parties hereto agree as follows:

1. **Recitals.** The above recitals are hereby incorporated within the body of this Agreement.
2. **Agreement:** Buyer agrees to provide the Allowance Amount (as hereinafter defined) and the Contribution Area Maintenance Services (as hereinafter defined) in accordance with this Agreement.
3. **Defined Terms.**
 - (a) "Allowance Amount" shall mean, for calendar year 2019 (or pro-rated portion thereof from when the building on Lot 14R is initially occupied), the sum of Twelve-Thousand, One-Hundred Twelve Dollars (\$12,112.00). For each calendar year thereafter, the Allowance Amount shall be increased by three percent (3%) over the preceding calendar year Allowance Amount.
 - (b) "Contribution Area" shall mean the areas of North Shore Riverfront Park labeled Lot 14R Contribution Area as depicted on Exhibit "A" attached hereto and made a part hereof.
 - (c) "Contribution Area Maintenance Services" shall mean the following:
 - (i) Daily pickup of trash and litter within the Contribution Area.
 - (ii) Snow removal and salting along the North Shore Drive sidewalk in front of Lot 14R (if snow removal from the brick esplanade is requested by tenants of the building on Lot 14R, then Buyer shall

provide the same, the cost of which shall be outside the Allowance Amount).

- (c) "North Shore Riverfront Park" shall mean the area generally bounded on the east by Roberto Clemente Bridge, on the north by North Shore Drive (except and excluding Lots 12R, 13R, 14R and 15 as shown on the applicable recorded plans), by the west by Carnegie Science Center, and by the south by Allegheny River.

4. Term of Obligations. Buyer, on behalf of itself and its purchasers, successors and assigns, agrees to provide the Allowance Amount and the Contribution Area Maintenance Services as provided herein. Such obligations shall commence on the Effective Date and continue until such time as maintenance begins pursuant to the establishment of a maintenance district that includes the Contribution Area. The agreement to perform such obligations 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 Lot 14R. The approval of the Sports & Exhibition Authority of Pittsburgh and Allegheny County (the "SEA") or any subsequent owner of the North Shore Riverfront Park is required for amendment to the agreements herein.

5. Default and Remedies. A failure by Buyer to observe or perform any covenant, agreement or obligation under this Agreement, which failure continues for thirty (30) days after written notice by the Authority, shall constitute an "Event of Default" hereunder. Upon an Event of Default, the Authority shall be entitled to all remedies available under this Agreement, at law and in equity. Without limitation of the foregoing, upon an Event of Default, the Authority may cure such failure, and Buyer shall promptly reimburse the Authority for all actual costs and expenses, including attorneys' fees, incurred by the Authority in connection therewith, together with interest thereon at the lesser of the prime rate, as announced from time to time by PNC Bank, N.A., or any successor thereto, plus two percent (2%), or the maximum rate of interest permitted under applicable law from the date of demand for repayment until the date repaid (the "Applicable Rate").

6. Allowance. The Allowance Amount shall be applied to fund tasks and/or to make capital improvements throughout the North Shore Riverfront Park as hereinafter provided. Any unused Allowance Amount remaining at the end of each calendar year shall be rolled over to the following calendar year, which shall not reduce the amount owed by the Buyer for such following calendar year. Such rolled over amount shall not be subject to the 3% annual increase.

All tasks and/or capital improvements shall be performed by the Authority as hereinafter provided. The following terms and conditions shall apply to the Allowance Amount:

- (a) Buyer and Authority will conduct an annual meeting each spring to determine project priorities and discuss issues.
- (b) The scope of tasks to be charged against the Allowance Amount shall be determined by the Authority in coordination with Buyer's representative.
- (c) The Authority shall procure labor and materials to perform the task(s) in a timely manner.

- (d) The Authority shall require contractor(s) performing the work to indemnify it, the SEA and the Buyer and to provide insurance certificates with acceptable limits approved by Authority and naming Authority, Buyer and SEA as additional insureds. A copy of such insurance certificate(s) shall be delivered to Authority and Buyer prior to the commencement of any work by any contractor(s).
- (e) The Authority shall provide an end-of-year summary of completed tasks and expenditures, delivered no later than sixty (60) days after the end of each calendar year.
- (f) Buyer has no obligation hereunder to make any replacements or repairs to the Contribution Area.

7. Multiple Counterparts. This Agreement may be executed in counterparts, and all said counterparts when taken together shall constitute one and the same Agreement.

8. Parties Bound. This Agreement shall be binding upon and inure to the benefit of the Authority and Buyer and their respective purchasers, successors and assigns and is a covenant that runs with the land as provided at Paragraph 4 above. The Authority may assign this Agreement, without the consent of any of the parties hereto, to the City of Pittsburgh, the SEA, any subsequent owner of the North Shore Riverfront Park or other governmental agency or authority; provided, however, that the assignee agrees to assume all of the Authority's responsibilities and liabilities hereunder.

9. Expenses. Except as otherwise provided herein, Buyer and the Authority shall each pay their respective costs and expenses in connection with this Agreement and the transactions contemplated hereby, including, without limitation, the costs of their respective legal counsel, and Buyer and the Authority shall not have any obligation with respect to the costs and expenses incurred by the other in connection herewith, except as may be otherwise provided herein. Notwithstanding the foregoing, in the event of any litigation hereunder, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs in connection therewith.

10. Time of Essence. Time is of the essence with respect to each party's performance required by this Agreement.

11. Third Party Beneficiaries. Nothing expressed or implied in this Agreement is intended or will be construed to confer upon or give any person other than the parties hereto, the SEA, the City of Pittsburgh, each of their successors and assigns, for remedies under or by reason of this Agreement or any transaction contemplated hereby, and, other than as provided above, there are no intended third party beneficiaries hereof.

12. Waivers. No delay or failure of any party in exercising any right, power or privilege, nor any single or partial exercise thereof or any abandonment or discontinuance of a right to enforce such a right, power or privilege, shall preclude any further exercise thereof. Any waiver, permit, consent or approval of any land or character on the part of either party of any breach of default under this Agreement or any waiver of any provision or condition of this Agreement must be in writing and shall be effective only to the extent specifically set forth in such writing. The exercise of any remedy shall not constitute a waiver of any other remedies.

13. Applicable Law. This Agreement shall be governed by and construed under the laws of the Commonwealth of Pennsylvania, without regard to conflict of law provisions. Each of the parties to this Agreement (a) agrees that any suit, action, or other legal proceeding arising here from shall be brought in the Court of Common Pleas of Allegheny County in the Commonwealth of Pennsylvania; (b) consents to the jurisdiction of such court in any such suit, action or proceeding; and (c) waives any objection which it may have to the laying of venue of such suit, action or proceeding in such court. The exercise of any remedy shall not constitute a waiver of any other remedies.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the Effective Date.

WITNESS:

**STADIUM AUTHORITY OF THE CITY OF
PITTSBURGH**

By: _____

Name: _____

Title: _____

WITNESS:

NORTH SHORE XIV, LLC, a Pennsylvania
limited liability company

By: _____

Name: _____

Title: _____

ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF ALLEGHENY)

On this, the ____ day of _____, 2017, 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 s/he 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.

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 _____, 2017, before me, a Notary Public, the undersigned officer, personally appeared _____, who acknowledged himself to be the _____ of NORTH SHORE XIV, LLC, a Pennsylvania limited liability company, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing his name as the _____ of North Shore XIV, LLC.

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

Notary Public

My Commission Expires:

EXHIBIT A – Parcel 14 Area

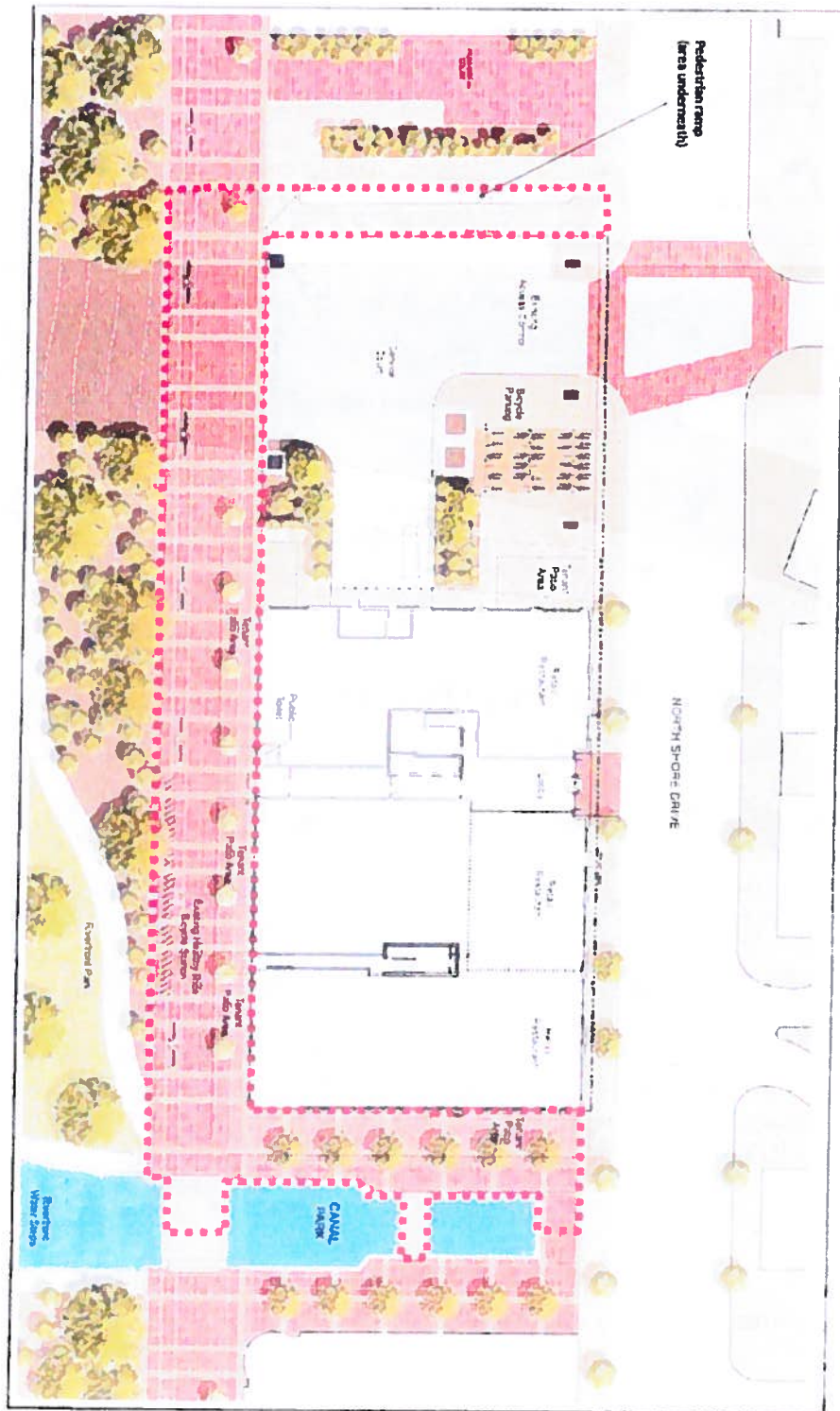


Exhibit C

Construction License Agreement

CONSTRUCTION LICENSE AGREEMENT

THIS CONSTRUCTION LICENSE AGREEMENT ("**Agreement**") is made and entered into as of September __, 2017, to be effective as of the __ day of September, 2017 ("**Effective Date**") by and among the SPORTS & EXHIBITION AUTHORITY OF PITTSBURGH AND ALLEGHENY COUNTY, a body corporate and politic under the laws of the Commonwealth of Pennsylvania with an address at 171 10th Street, 2nd Floor, Pittsburgh, Pennsylvania 15222 ("**Licensor**"), and NORTH SHORE XIV, LLC, a Pennsylvania limited liability company, with an address at 3400 South Water Street, Pittsburgh, Pennsylvania 15203 ("**Licensee**").

1. **Facts and Circumstances.** This Agreement is made with reference to the following facts and circumstances:

(a) Licensor is the owner of certain premises located in the City of Pittsburgh, County of Allegheny, and Commonwealth of Pennsylvania described as: (i) the Esplanade at North Shore Riverfront Park (the "**Esplanade**"), being a portion of the property described in that certain deed from the Stadium Authority of the City of Pittsburgh (the "**Stadium Authority**") to Licensor dated August 14, 2001 and recorded in Deed Book Volume 11140, page 312, and a portion of the property described in that certain deed from Stadium Authority to Licensor dated October 29, 2003 and recorded at Deed Book Volume 11840, page 413, and Parcel D of the North Shore Subdivision Plan Revision No. 1 recorded in the Allegheny County Department of Real Estate in Plan Book Volume 245, pages 163-164 (the "**Plan**") and (ii) Parcels AR and E as shown on the Plan ("**Canal Square**", and Canal Square, together with the Esplanade collectively hereinafter referred to as the "**Property**").

(b) Licensee is the owner of certain premises located adjacent to Licensor's Property in the City of Pittsburgh, County of Allegheny and Commonwealth of Pennsylvania, being Lot Number 14R in the Plan ("**Lot 14R**").

(c) Licensee has requested that Licensor provide Licensee a license for the use of the Property graphically depicted as the "Construction Area" on Exhibit A, (the "**Construction Area**") for the purpose of allowing temporary access to the Construction Area, as hereinafter defined to facilitate Licensee's (i) construction of a seven-story building ("**Building**") on Lot 14R in accordance with all required approvals; (ii) construction of Building foundations and overhangs at locations provided for in that certain Encroachment and Utility Easement Agreement between Licensor and Licensee of even date herewith and to be recorded in the Department of Real Estate of Allegheny County ("**Easement Agreement**"); (iii) installation of a storm sewer and utilities for the benefit of the Building and service yard at Lot 14R as provided for in the Easement Agreement; and (iii) providing certain improvements to property owned by Licensor and known as Canal Square (the "**Canal Square Improvements**") as such improvements are described on Exhibit B attached hereto and made a part hereof. The construction of the Building, the construction of Building foundations and overhangs, the installation of the storm sewer and utilities and the construction of the Canal Square Improvements, all in accordance with required approvals are collectively hereinafter referred to as the "**Approved Purpose**" or "**Project**."

(d) Licensor is willing to provide such license to Licensee on all of the terms and conditions hereinafter set forth.

2. **License.** In consideration of the sum of Ten Dollars (\$10.00), the receipt whereof is hereby acknowledged and other good and valuable consideration, Licensor hereby grants to Licensee and its contractors, subcontractors and/or agents a license for the Term (as defined in Paragraph 3 below) for the use of the Construction Area for the Approved Purpose in accordance with the terms of this Agreement. Licensee shall use the Construction Area for the Approved Purpose and for other related construction and support activities, provided that Licensee shall obtain Licensor's prior written consent to such other related construction and support activities, such consent to not be unreasonably withheld, conditioned or delayed. During the Term, Licensee is authorized to install and operate lighting and other electrical services, install and maintain informational signs, fences, and such other related support activities relative to the construction of the Building. All such costs, including utility costs, shall be costs of the Licensee. Licensee agrees that it shall enter upon and use the Construction Area at its sole cost and at its sole risk. Licensee's contractors and subcontractors are expressly authorized to utilize any electrical panels on or abutting Lot 14R in which the Licensor and/or the Stadium Authority of the City of Pittsburgh ("Stadium Authority") maintain rights, for purposes of obtaining temporary power to support the Project during construction, to the extent such use does not interfere with the rights or uses of the Licensor, the Stadium Authority or of others, which use shall be separately sub-metered by Licensee, and the costs of which use shall be borne solely by Licensee.

3. **Term.** The term of this Agreement shall commence on the Effective Date and expire on the second anniversary thereof, and shall be sooner terminable upon three (3) days' notice by Licensee to Licensor (the "**Term**"). Upon expiration or sooner termination of the Term with respect to the Construction Area, time being of the essence, Licensee shall remove all equipment and other personal property and return the Construction Area, as applicable, in accordance with Section 5 below.

4. **Covenants.** During the Term, Licensee shall, at Licensee's sole cost and expense:

(a) comply with all applicable Federal, state and local laws, ordinances, statutes, codes, rules, regulations having jurisdiction over the Construction Area (collectively, "**Laws**");

(b) obtain and comply with all necessary or appropriate permits, licenses, approvals, authorizations and consents (collectively, "**Permits**") and provide evidence of the obtaining of such Permits and compliance therewith at any time and from time to time upon request of Licensor;

(c) carry and cause each general contractor to carry (i) general public liability insurance in amounts not less than \$10,000,000 for bodily injury and property damage, per occurrence and in the aggregate, limits apply exclusively to this location, coverage to be

provided by any combination of primary and excess insurance, (ii) automobile liability insurance (owned, hired & non owned automobiles) in the amount of \$5,000,000, and (iii) workers' compensation insurance in amounts no less than that required by any applicable workers' compensation laws and any regulations related thereto, all such insurance to name Licensor, the Stadium Authority, and the City of Pittsburgh as additional insureds with respect to (i) and (ii) above, be evidenced by a certificate showing the required policy amounts, and containing a provision whereby such insurance will not be canceled or modified without thirty (30) days' prior written notice to Licensor, such certificate to be delivered to Licensor prior to Licensee or any employee, contractor or agent of Licensee entering onto any portion of the Construction Area.

(d) Licensee shall cause all construction to be completed in a lien-free manner. In the event of the filing of any mechanics' or materialmen's lien, Licensee shall within ten (10) days after the filing thereof cause such lien to be removed by bonding or otherwise, or insured over to the satisfaction of the Licensor in its sole discretion. Upon completion of the Project, Licensee shall provide Licensor with copies of all final lien releases from contractor and each subcontractor and materialmen that have lien rights against the property;

(e) cause the Construction Area to be kept in a reasonably neat and orderly manner consistent with the uses permitted by this Agreement; provide adequate security for the Construction Area;

(f) cause the Construction Area to be used in such a manner so as to not cause a nuisance or undue annoyance or hardship to the Licensor or create a hazard or element of waste to the Construction Area; Licensee shall install and maintain during the Term a "green fabric" fence around the Construction Area. To the extent Licensee does any alteration to the lighting existing for the Construction Area including street lighting, Licensee will ensure that it will not impact other lighting in the vicinity of the Construction Area.

(g) comply with all reasonable rules and regulations promulgated by Licensor from time to time during the Term;

(h) take all actions and implement all protections necessary to ensure that the use of the Construction Area will pose no threat to the safety or health of persons, property or the environment;

(i) complete the Project in a timely manner and in accordance with the Easement Agreement; and

(j) comply with the requirements set forth in Exhibit C attached hereto and incorporated herein by reference.

5. Condition of the Property. Licensor makes no representation or warranty with respect to the Construction Area, whether express or implied, of merchantability or fitness for particular purpose, as to any compliance with any ordinances, rules, regulations or laws that

relate to the condition of the Construction Area, and specifically, as to the existence of any hazardous or toxic or polluting substance or waste, pollutant, contaminant, industrial solid waste, special waste or any constituent of any such items (collectively, "**Hazardous Substances**"), as defined under or regulated by any Laws.

Upon the termination or expiration of this Agreement, Licensee, at Licensee's sole cost and expense, shall (1) remove all fencing, signs, equipment and any other personalty and other improvements constructed by Licensee on the Construction Area, (2) remove all wastes, by-products, refuse and other materials from the Construction Area placed there by Licensee, its contractors, agents or employees, and (3) place the Construction Area in substantially the same condition as it existed on the date hereof, except as improved by the Canal Square Improvements.

Licensee acknowledges and agrees that Licensor shall have no obligation or liability to insure, secure or protect the personal property, if any, of Licensee or of any agent, contractor, invitee, vendor, supplier, employee or others located on the Construction Area. Risk of loss or damage of any such personalty shall be borne solely by Licensee or such third parties. Licensee hereby releases Licensor from any and all such losses and claims related to or arising in connection with this Agreement.

6. **Indemnification.** Licensee and its successors and assigns, shall at all times hereafter indemnify, hold harmless and defend Licensor, the Stadium Authority, and the City of Pittsburgh and each of its successors and assigns, members, officers, employees, agents, invitees (the "**Indemnified Parties**" or an "**Indemnified Party**") from any claims, demands, liabilities, damages, costs and expenses, including reasonable attorney's fees and costs, asserted against an Indemnified Party, including, but not limited to, environmental matters, personal injury or property damage incurred by reason of or arising out of this Agreement or Licensee's exercise of any rights granted herein, except to the extent caused by the gross negligence or willful misconduct of the Indemnified Party.

7. **Default.** If at any time Licensee (a) fails to make payment under any other agreement Licensee has with Licensor, (b) fails to maintain the insurance required under Paragraph 4(c) of this Agreement, or (c) commits any other material breach of this Agreement and Licensee fails to cure such breach within fifteen (15) days of written notice by Licensor to Licensee of such breach (unless such breach is of a nature that it cannot be completed within such fifteen day period, then if Licensee fails to commence a cure within such fifteen day period and diligently pursue to completion a cure for such breach) (each an "**Event of Default**"), Licensor shall be entitled to all remedies available at law, in equity and under this Agreement. Without limitation of the foregoing, upon any Event of Default, Licensor may pursue any one or more of the following remedies: (i) require specific performance, or (ii) perform the obligations of Licensee and Licensee shall within fifteen (15) days of demand reimburse Licensor for all reasonable and necessary costs incurred (including, without limitation, reasonable counsel fees and expenses). The foregoing remedies shall be in addition to, and not in lieu of, all other remedies available to Licensor herein, in law or in equity, and all such remedies may be exercised concurrently or separately. Any failure by Licensor to exercise any right or remedy as

provided in this Agreement shall not be deemed a waiver by Licensor of any claim for damages it may have by reason of an Event of Default. Licensor may exercise remedies individually or jointly.

8. **Amendments.** The provisions of this Agreement shall not be amended, waived or modified except by an instrument, in writing, signed by the parties hereto.

9. **Headings.** All paragraph headings of this Agreement are inserted for convenience only and shall not affect the construction or interpretation hereof.

10. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which, when executed and delivered, shall be an original, but all of which shall together constitute one and the same instrument.

11. **Waiver.** The waiver by any party of any breach or default by any other party under any of the terms of this Agreement shall not be deemed to be, nor shall the same constitute, a waiver of any subsequent breach or default on the part of any other party.

12. **Notices.** All notices, demands and other communications which are required to be given to or made by any party to the other in connection with this Agreement shall be in writing, shall be deemed to have been given when posted by certified or registered mail or when receipt by a courier express, telegram, cable, has been acknowledged to the addresses in the first paragraphs of this Agreement or such other addresses as either party from time to time may designate by notice delivered to the other.

13. **Governing Law.** This Agreement shall be construed, governed and enforced in accordance with the internal laws of the Commonwealth of Pennsylvania. Parties agree that any suit, action or other legal proceeding arising out of the Agreement must be brought in the Court of Common Pleas of Allegheny County, Pennsylvania and consent to such exclusive jurisdiction.

14. **Recording.** Licensee shall not record this Agreement or any memorandum thereof.

15. **Miscellaneous.** All provisions herein contained shall bind and inure to the benefit of the respective parties hereto, their heirs, personal representatives, successors and assigns. Nothing contained herein is intended nor shall be deemed to create or confer any rights upon any third person not a party hereto, whether as a third-party beneficiary or otherwise, except as expressly provided herein, nor shall anything herein be construed to create any relationship or partnership, agency, joint venture or the like between Licensor and Licensee. This license is non-assignable and non-transferable except with the consent of Licensor.

16. **Survival.** Paragraphs 5, 6 and 7 of this Agreement shall survive the expiration or termination of this Agreement.

[SIGNATURE PAGE FOLLOWS.]

IN WITNESS WHEREOF, Licensor and Licensee, with the intent to be legally bound, have caused this Agreement to be duly executed as of the day and year first written above.

WITNESS:

WITNESS:

LICENSOR:

**SPORTS & EXHIBITION AUTHORITY OF
PITTSBURGH AND ALLEGHENY COUNTY**

By: _____
Name: _____
Title: _____

LICENSEE:

**NORTH SHORE XIV, LLC,
a Pennsylvania limited liability company**

By: _____
Name: _____
Title: _____

**AGREED TO AND ACCEPTED WITH RESPECT TO
PARAGRAPH 2 ONLY:**

STADIUM AUTHORITY OF THE CITY OF PITTSBURGH

By: _____
Name: _____
Title: _____

COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF ALLEGHENY)

On this, the _____ day of _____, 2017, before me, a Notary Public, the undersigned officer, personally appeared _____, who acknowledged him/herself to be the _____ of the Sports & Exhibition Authority of Pittsburgh and Allegheny County and that he/she as the _____ of the Sports & Exhibition Authority Of Pittsburgh And Allegheny County, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing his/her name as the _____ of the Sports & Exhibition Authority Of Pittsburgh And Allegheny County.

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

Notary Public

My Commission Expires:

COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF ALLEGHENY)

On this, the _____ day of _____, 2017, before me, a Notary Public, the undersigned officer, personally appeared _____, who acknowledged himself to be an authorized officer of North Shore XIV, LLC and that he as an authorized officer of North Shore XIV, LLC, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing his name as an authorized officer of North Shore XIV, LLC.

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

Notary Public

My Commission Expires:

COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF ALLEGHENY)

On this, the _____ day of _____, 2017, 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:

Exhibit A

Graphic Depiction of Construction Area

Exhibit B

Description of Canal Square Improvements

The Canal Square Improvements are set forth in the following sheets:

- Sheet L2.01 prepared by Strada and last revised 06.14.17;
- Sheet L3.01 prepared by Strada and last revised 06.16.17;
- Sheets E2.01 and E3.01 prepared by Allen & Shariff and last revised 06.16.17;
and
- Sheets C300, C301 and C500 prepared by GAI Consultants and last revised 05.26.17.

Exhibit C

Additional Requirements

1. All work in the Construction Area (the "**Construction Work**") shall be inspected by Licensor and must be approved and accepted by Licensor prior to any occupancy of the Building, which approval shall not be unreasonably withheld, conditioned or delayed. Licensee will promptly correct all work unacceptable to Licensor.
2. All warranties of Licensee or its contractors pertaining to any of the Construction Work shall be assigned to Licensor prior to any occupancy of the Building, to the extent assignable.
3. All pavers removed for Construction Work shall be replaced or reinstalled. The Esplanade, including, without limitation, landscaping shall be restored to condition acceptable to the Licensor, which approval shall not be unreasonably withheld, conditioned or delayed.

Exhibit D

Encroachment and Utility Easement Agreement

ENCROACHMENT AND UTILITY EASEMENT AGREEMENT

THIS ENCROACHMENT AND UTILITY EASEMENT AGREEMENT ("Easement Agreement") is MADE THIS _____ day of September, 2017, to be effective as of September _____, 2017 (the "Effective Date") by and among the SPORTS & EXHIBITION AUTHORITY OF PITTSBURGH AND ALLEGHENY COUNTY, a body corporate and politic under the laws of the Commonwealth of Pennsylvania with an address at 117 10TH Street, 2ND Floor, Pittsburgh Pennsylvania 15222, its successors and assigns (hereinafter referred to as "Grantor"), and NORTH SHORE XIV, LLC, a Pennsylvania limited liability company, with an address at 3400 South Water Street, Pittsburgh, PA 15203, its successors and assigns (hereinafter referred to as "Grantee").

1. FACTS AND CIRCUMSTANCES. This Easement Agreement is made with reference to the following facts and circumstances:

A. Grantor is the owner of certain premises located in the City of Pittsburgh, County of Allegheny, and Commonwealth of Pennsylvania described as: (i) the Esplanade at North Shore Riverfront Park (the "Esplanade"), being a portion of the property described in that certain deed from the Stadium Authority of the City of Pittsburgh (the "Stadium Authority") to Grantor dated August 14, 2001 and recorded in Deed Book Volume 11140, page 312, and a portion of the property described in that certain deed from Stadium Authority to Grantor dated October 29, 2003 and recorded at Deed Book Volume 11840, page 413, and Parcel D of the North Shore Subdivision Plan Revision No. 1 recorded in the Allegheny County Department of Real Estate in Plan Book Volume 245, pages 163-164 (the "Plan") and (ii) Parcels AR and E as shown on the Plan ("Canal Square", and Canal Square, together with the Esplanade collectively hereinafter referred to as the "Grantor's Property").

B. Grantee is the owner of certain premises located adjacent to Grantor's Property in the City of Pittsburgh, County of Allegheny and Commonwealth of Pennsylvania, being Lot Number 14R in the Plan (hereinafter referred to as "Lot 14R") which Grantee acquired from the Stadium Authority pursuant to that certain Special Warranty Deed dated on or about even date herewith (the "Deed").

C. Grantee intends to erect a seven-story building on Lot 14R (the "Building") and portions of the foundations and overhangs of the Building will encroach on a portion of Grantor's Property ("Encroachments").

D. Grantee also requires utility easements to facilitate the installation, operation, and maintenance of certain utilities for the Building that will encroach on portions of Grantor's Property ("Utilities") and a trash removal easement that will encroach on portions of Grantor's Property ("Trash Removal").

E. Grantor is willing to grant easements to Grantee for the Encroachments, Utilities and Trash Removal and agrees to be bound by the terms, conditions and restrictions hereinafter contained.

F. Grantee is willing to accept the easements granted by Grantor for the Encroachments and Utilities and agrees to be bound by the terms, conditions and restrictions hereinafter contained.

2. GRANT OF EASEMENTS.

A. Encroachments Easement: Grantor does hereby declare, establish, grant and create for the benefit of Lot 14R and the persons described in Section 4 hereof, exclusive and permanent easements ("Encroachment Easements") over, under and across Grantor's Property for the purpose of constructing, operating, maintaining, repairing, and replacing the underground foundations and overhangs for the Building on that portion of Grantor's Property, as depicted on the Encroachment and Overhang Exhibit Plan attached hereto as Exhibit "A" and incorporated herein ("Encroachment Easement Plan") and described on the attached Exhibit "B" and incorporated herein by reference ("Encroachment Easement Area"). Grantee may use the Encroachment and Overhang Area for outdoor seating pursuant to separate license agreements in form acceptable to Grantor.

B. Utility Easements: Grantor does hereby declare, establish, grant and create for the benefit of Lot 14R, and the persons described in Section 4 hereof, non-exclusive easements ("Utility Easements") for the purpose of laying, constructing, operating, maintaining, repairing and replacing utility lines for the Building under Grantor's Property ("Utility Easements Areas"), all as more specifically depicted and identified on the Utility Easement Plan attached hereto as Exhibit "C" and described on the attached Exhibit "D" and incorporated herein by reference ("Utility Easements Plan").

Upon written request by Grantee, Grantor shall, from time to time, without additional consideration, promptly execute and acknowledge and deliver to Grantee utility easement grants to public utility companies or authorities providing service to the Building in the same locations as the Utility Easements using the easement forms provided by the public utility company or authority for each easement, provided that such easement forms are (i) normally and customarily used by the particular public utility company or authority, and (ii) are on commercially reasonable terms. Grantee shall indemnify and hold Grantor harmless for any risks assumed or obligations undertaken pursuant to any easement grants to a public utility company or authority.

All laying, installing, operating, maintenance, replacement and/or removal of utility lines by or on behalf of Grantee pursuant to this Easement Agreement shall be conducted at Grantee's sole cost and expense. Grantee, at its sole cost and expense, shall be responsible for obtaining any permit, license, approval, authorization or consent from any governmental agency that may be required in order to effect the laying, installing, maintenance, replacement and/or removal of utility lines.

C. Trash Removal Easement. Grantor does hereby declare, establish, grant and create for the benefit of Lot 14R, and the persons described in Section 4 hereof an easement over the areas hatched on the Trash Removal Easement Plan attached hereto as Exhibit "E" and made a part hereof ("Trash Removal Easement Area") to use for the transfer of trash between the building on Lot 14R to the trash compactor situate in service area of Lot 14R, as identified on Exhibit "E" as the "Service Area" ("Trash Removal Easement"). No trash compactors, dumpsters, rolling dumpsters or industrial trash cans may be maintained outside of the Service Area. No trash receptacles such as dumpsters, rolling dumpsters, industrial trash cans or bagged trash may be stored, even temporarily, in or around the Trash Removal Easement Area and the Trash Removal Easement Area must be maintained free of trash, litter and debris at all times. Grantee and its tenants shall exercise due care to minimize leaks and spills when transferring trash, and all leaks and spills shall be cleaned up immediately. Grantee shall regularly scrub clean the brick surface of the Trash Removal Easement Area (and any adjoining area which may be affected), in a manner and with cleaning products reasonably acceptable to the Grantor, to remove all remnants of such leaks and spills to the reasonable satisfaction of the Grantor. It shall be a condition precedent for Grantee's use of the Trash Removal Easement that Grantee, and its tenants, agree to use the Trash Removal Easement in accordance with Grantor's reasonable trash removal guidelines, which guidelines shall be agreed upon by Grantor and Grantee. The trash removal guidelines shall take into account the requirements that the Building and surrounding property including, without limitation, park, esplanade and canal square areas, be conducted and operated in a professional manner consistent with a first class office/retail development and will minimize the effect of such trash removal on the Grantor's surrounding property. Grantee shall be responsible for enforcing the trash removal guidelines against the tenants of the Building. Grantee acknowledges that neither Grantor nor the Stadium Authority is responsible for removing snow and ice from the Trash Removal Easement Area.

D. Grantor's Use of Building Easements. It is understood and agreed in connection herewith that the Grantor, its successors and assigns, may use and enjoy the portion of the Grantor's Property that is subject to the Encroachment Easement, Utility Easements and Trash Removal Easement (hereinafter collectively referred to as "Building Easements") except for the purposes hereinabove granted to Grantee, in such manner and for such purposes as Grantor may deem proper and will not interfere with the rights herein granted.

3. ALTERATIONS AND MAINTENANCE. Except as otherwise set forth in the Deed, Grantee has the unfettered right, as between Grantor and Grantee, to make any alterations and modifications to the Building, provided such alterations or modifications do not extend beyond the Encroachment Easement Area.

All awnings attached to the Building and extending into the Encroachment Easement Area shall comply with standards set forth on Exhibit "F" attached hereto and made a part hereof. Grantee shall install and maintain all awnings attached to the Building and all other improvements extending into the Encroachment Easement Area in good condition and repair.

4. COVENANTS RUNNING WITH THE LAND. The obligations, rights and easements which are declared herein are covenants running with the land and shall inure to the benefit of, and be binding upon Grantor and Grantee, their respective successors, assigns, and all mortgagees of Grantee and the successors and assigns of any such mortgagee, including but not limited to any purchasers upon foreclosure or any transferee by way of deed in lieu of foreclosure, and the successors and assigns of any such purchaser or transferee. Grantee shall have the right to permit operators and licensees of the Building to have the benefits of the easements granted by this Easement Agreement during the term of the operators' or licensees' licenses. Notwithstanding the foregoing, if a Revesting Event (as defined in the Deed, with respect to Lot 14R) occurs, then this Agreement shall automatically be of no further force or effect. If requested by the Grantor, the Grantor and Grantee shall enter into a termination agreement (in recordable form) evidencing such termination and Grantee, at Grantee's expense, shall record the same in the Allegheny County Department of Real Estate; provided that the failure of the parties to enter into such termination agreement shall not affect the automatic termination of this Agreement if a Revesting Event occurs.
5. DURATION OF EASEMENTS. The rights and easements declared herein shall commence as of the Effective Date and be for so long as the Building is in existence on Lot 14R, including the reconstruction after a casualty so long as such reconstruction does not further encroach upon Grantor's Property.
6. OBLIGATIONS OF GRANTEE. In consideration of the rights and easements herein granted by Grantor, Grantee agrees:
 - A. To maintain at Grantee's sole cost and expense, public liability insurance against claims for bodily injury or death and property damage insurance with liability limits of not less than Two Million Dollars (\$2,000,000.00) per occurrence with an aggregate coverage of Two Million Dollars (\$2,000,000.00) and property damage limits of not less than One Million Dollars (\$1,000,000.00) with insurance companies having an A.M. Best Company financial rating of "A" or better and which are fully licensed in the Commonwealth of Pennsylvania. The policies shall contain a waiver of subrogation clause in favor of Grantor and Indemnified Parties (as hereafter defined). In addition, the policies shall name Grantor, the City of Pittsburgh, the Sports & Exhibition Authority of the City of Pittsburgh and Allegheny County (hereinafter referred to as "SEA"), any mortgagee of Grantor's Property, and their respective agents, and any other parties designated by Grantor as additional insureds. Grantee shall at all times provide proof of insurance to Grantor, such as certificates to be delivered to Grantor prior to Grantee or any employee, contractor or agent entering onto Grantor's Property. All policies shall contain a clause that they may not be cancelled, amended or permitted to expire without at least thirty (30) days prior written notice to Grantor. Not more frequently than every five (5) years, Grantee shall increase the insurance coverage amounts to such commercially reasonable amounts as determined by Grantor's insurance underwriter.
 - B. To enter upon and use the Building Easements at its sole cost and expense and at its sole risk. Grantee agrees to and shall indemnify, defend and hold harmless Grantor,

the City of Pittsburgh, SEA, and Grantor's successors, assigns, employees, agents, mortgagees, invitees and/or any other person present on Grantor's Property with the Grantor's knowledge and/or permission ("Indemnified Parties") from any claim, demands, liabilities, damages, costs and expenses, including reasonable attorneys' fees and costs, asserted against or suffered by the Indemnified Party, including but not limited to personal injury or property damage and mechanic's liens, arising out of or related in any way to the Building and the Building Easements, or the use of any of the foregoing, or any other provisions of this Easement Agreement, except to the extent caused by the gross negligence or willful misconduct of the Indemnified Party. The provisions of this section shall survive termination of this Easement Agreement.

C. To take all actions and implement all protections reasonably necessary to ensure that its use of the Building Easements and Grantee's performance of any of its rights or obligations hereunder, will pose no threat to the safety or health of persons, property or the environment. Grantee covenants and represents that all use, construction, repair, operation and maintenance of the Building and Building Easements, as applicable, shall be in strict compliance with all applicable federal, state and local laws, ordinances, statutes, codes, rules, regulations, and requirements pertaining thereto. Grantee shall be responsible, at its sole cost and expense, for obtaining any permit, license, approval, authorization or consent from any governmental agency that may be required in order to effect the construction and installation of the Encroachments and the Utilities and conduct the other related activities.

D. To promptly restore at Grantee's expense, to Grantor's reasonable satisfaction, any damage or disturbance to the subsurface or surface of Grantor's Property or any improvements thereon arising or resulting from any exercise of any rights granted hereunder to a condition substantially similar the condition existing immediately prior to such damage or disturbance.

E. Grantor and Grantee shall cooperate in good faith to determine a proper design for the installation of the utility lines placed within the Utility Easement Area so as to accommodate existing or future surface improvements by Grantor over the Utility Easement Area (such as asphalt paving, brick or concrete walkways and the like).

7. GRANTEE'S DEFAULT AND GRANTOR'S REMEDIES.

A. Grantee shall in no event be in breach or default of this Easement Agreement unless Grantee fails to cure the breach or default within thirty (30) days after written notice specifying such breach or default shall have been given to Grantee by Grantor; provided, however, that if due to the nature of the breach or default it cannot be cured within said thirty (30) day period, Grantee shall not be in breach or default as long as Grantee has commenced to cure the breach or default within said thirty (30) day period and is diligently pursuing the cure of said breach or default.

B. In the event that Grantee, its successors or assigns, shall be in breach or default of any of the provisions of this Easement Agreement, then Grantor shall have the following rights and remedies all of which are cumulative and not alternative and not to the exclusion

of any other or additional rights and remedies in law or equity available to Grantor (but subject to the last capitalized paragraph of this Section 7):

1. to remedy or attempt to remedy any breach or default of Grantee, and in so doing to make any payments due or alleged to be due by Grantee, to third parties; provided, however, that prior to any such remedy or attempt to remedy, Grantor shall first provide written notice to Grantee's mortgagee and allow Grantee's mortgagee a thirty (30) day period from the date such notice is mailed or delivered to cure such default, except in the case of an emergency (in which case Grantor is not required to provide Grantee's mortgagee with notice or an opportunity to cure). Grantee shall reimburse Grantor on demand for any and all reasonable out-of-pocket costs and expenses incurred by the Grantor in curing or attempting to cure any breach or default of Grantee or in making any repairs or performing any work, plus a sum equal to ten percent (10%) thereof for overhead;

2. with respect to payments due and owing by Grantee under this Easement Agreement, to charge interest thereon at an annual rate equal to the lesser of three percent (3%) above the prime commercial loan rate charged to borrowers having the highest credit rating from time to time by the Grantor's principal bank from the date upon which the same was due until actual payment thereof and the maximum amount allowed under the laws of the Commonwealth of Pennsylvania;

3. Grantor shall have the right of injunction and, except as hereinafter set forth, the right to invoke any remedy allowed at law or in equity and mentioned in this Easement Agreement and, subject to the last capitalized paragraph of this Section 7, the use of any particular remedy shall not preclude Grantor from any other remedy at law or in equity; and

4. Grantee shall pay to the Grantor all reasonable out-of-pocket costs incurred by the Grantor, including reasonable attorneys' fees, with respect to any lawsuit or action instituted or taken by the Grantor to enforce the provisions of this Easement Agreement.

GRANTOR ACKNOWLEDGES THAT IN THE EVENT OF A BREACH OR DEFAULT BY GRANTEE OF ANY OF THE TERMS, COVENANTS AND CONDITIONS OF THIS EASEMENT AGREEMENT, GRANTOR SHALL NOT HAVE THE RIGHT NOR POWER TO TERMINATE THIS EASEMENT AGREEMENT OR ANY OF THE SPECIFIC EASEMENTS GRANTED HEREIN.

8. AMENDMENT OF EASEMENTS.

A. General - The rights and easements which are declared herein may be abrogated, modified, rescinded or amended in whole or in part by the mutual consent of Grantor and Grantee, or, if applicable, their respective successors and assigns or by the persons then bound by this Easement Agreement, provided that the consent of all holders of mortgage liens on the affected portion(s) of Grantor's Property and Lot 14R shall be required, and further provided that such abrogation, modification, rescission and/or amendment is in writing and executed and acknowledged by the required party or parties, and duly recorded in the Allegheny County Department of Real Estate. This Easement Agreement shall not otherwise be abrogated, modified, rescinded or amended, in whole or in part.

B. Amendment After Occupancy - Within forty-five (45) days after a permanent Certificate of Occupancy is issued for the Building, Grantor and Grantee shall promptly execute an Amendment to this Easement Agreement at Grantee's expense, to restrict the Building Easements to the areas of Grantor's Property on which (i) portions of the underground foundations and overhangs of the Building actually encroach; and (ii) the utility lines have been installed (including an area on either side of the installed utility lines of the width customarily and normally required by a public utility company or authority for accessing and servicing the utility lines), and Grantee shall pay all recording costs associated with the recording of such amendment.

9. AS-BUILT PLANS. As soon as practicable, but no more than six (6) months after a permanent Certificate of Occupancy for the Building is issued, Grantee, at Grantee's expense, will provide Grantor with an accurate and complete as-built survey identifying the precise location of (i) the underground foundations of the Building; and (ii) the location of the utility lines (in electronic and hard copy format).
10. ESTOPPEL CERTIFICATES. Within twenty (20) days after request of Grantee by Grantor, or of Grantor by Grantee, Grantor or Grantee (as applicable) shall deliver to the other party a written statement, in recordable form, certifying that this Easement Agreement is unmodified and in full force and effect (or if there have been modifications) that the same is in full force and effect as modified and stating the modifications and stating whether Grantor or Grantee are in default of any of the obligations, terms or conditions of this Easement Agreement. It is intended that any such statement delivered pursuant to this Easement Agreement may be relied upon by Grantee or Grantor, and any prospective purchaser or mortgagee of the Building, and any prospective purchaser or mortgagee of the fee interest underlying the Building.
11. CONSIDERATION. Grantee as of the Effective Date to Grantor and Grantor has also paid to Grantee the sum of Ten (\$10.00) Dollars as consideration for the easements granted hereby the receipt and sufficiency thereof is accepted and acknowledged by Grantor and Grantee.
12. WAIVERS. Failure of Grantor or Grantee to notify the other party of each omission on the part of Grantor or Grantee, no matter how long the same may continue, shall not be deemed to be a waiver by Grantor or Grantee of any of their rights hereunder. No waiver

by Grantor or Grantee at any time, express or implied, of any breach or default by Grantor or Grantee of any provision of this Easement Agreement shall be deemed a waiver or a breach of any other provision.

13. **NOTICES.** Any communication required or permitted to be given by any provision of this Easement Agreement shall be deemed to have been sufficiently given or served for all purposes if sent by registered or certified mail (return receipt request, postage and charges prepaid, or by reputable overnight delivery service requiring a signature upon receipt), addressed as follows:

If to Grantor:

171 10th Street, 2nd Floor
Pittsburgh Pennsylvania 15222
Attn: Mary K. Conturo, Executive Director

If to Grantee:

3400 South Water Street
Pittsburgh, Pennsylvania 15203
Attn: President

With a copy to:

Jason Wrona, Esq.
Buchanan Ingersoll & Rooney PC
301 Grant Street, 20th Floor
Pittsburgh, Pennsylvania 15219

or to such other address as the party to receive the communication may designate in writing to the other party.

14. **TRANSFER TAX.** Grantee shall pay promptly and without delinquency any and all real estate transfer taxes arising from the conveyance of the easements described herein or the execution and/or recording of this Easement Agreement.
15. **FORCE MAJEURE.** Except as otherwise provided herein, in the event either party to this Easement Agreement shall be delayed or hindered in or prevented from the performance of any act required herein by reason of strike, lock-out, labor troubles, inability to procure materials, power failure, government controls, preemptions, restrictions or regulations, riot, insurrection, terrorist act, war, fuel shortage, lightning, earthquake, fire, flood or inclement weather or other reason beyond the reasonable control of the party delayed in performing work or doing acts required under the terms of this Easement Agreement (all such reasons or causes referred to in this Easement Agreement as "Force Majeure"), then performance of such acts shall be excused for the period of delay and the period of the performance of any act shall be extended for a period equivalent to the period of such delay.

16. APPLICABLE LAW. This Easement Agreement shall be construed and enforced in accordance with the laws of the Commonwealth of Pennsylvania, without regard to its rules regarding conflicts of laws.

IN WITNESS WHEREOF, the parties have executed this Easement Agreement as of the day and year first above written.

WITNESS:

GRANTOR:

SPORTS & EXHIBITION AUTHORITY
OF PITTSBURGH AND ALLEGHENY
COUNTY

By: _____

GRANTEE:

NORTH SHORE XIV, LLC, a Pennsylvania
limited liability company

By: _____

Name:

Title:

ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA

)

) SS:

COUNTY OF ALLEGHENY

)

On this, the _____ day of _____, 2017, before me, a Notary Public, the undersigned officer, personally appeared _____, who acknowledged himself to be the _____ of NORTH SHORE XIV, LLC, a Pennsylvania limited liability company, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing his name as the _____ of North Shore XIV, LLC.

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

Notary Public

My Commission Expires:

COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF ALLEGHENY)

On this, the ____ day of _____, 2017, before me, a Notary Public, the undersigned officer, personally appeared _____, who acknowledged himself/herself to be the Executive Director of the Sports & Exhibition Authority of Pittsburgh and Allegheny County and that he/she as _____ of the Sports & Exhibition Authority of Pittsburgh and Allegheny County, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

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

Notary Public

My Commission Expires:



LIST OF EXHIBITS

EXHIBIT A: Encroachment and Overhang Easement Plan

EXHIBIT B: Legal Description Encroachment and Overhang Easement

EXHIBIT C: Utilities Easement Plan

EXHIBIT D: Legal Description Utilities Easement

EXHIBIT E: Trash Removal Easement Area

EXHIBIT F: Design Guidelines for Ground Floor Tenant Awnings

EXHIBIT A
ENCROACHMENT AND OVERHANG EASEMENT PLAN

EXHIBIT "B"

ENCROACHMENT AND OVERHANG EASEMENT AREA LEGAL DESCRIPTION

EXHIBIT "C"

UTILITIES EASEMENT PLAN

EXHIBIT "D"

UTILITIES EASEMENT AREAS LEGAL DESCRIPTION

EXHIBIT "E"
TRASH REMOVAL EASEMENT AREA
[TO BE APPROVED BY GRANTOR]

EXHIBIT "F"

DESIGN GUIDELINES FOR GROUND FLOOR TENANT AWNINGS

Design Guidelines for Ground Floor Tenant Awnings Lot 14R

Awning Standards for North Shore office buildings provide that ground floor store fronts on the north, south and east side of the Lot 14R office building use canvas awnings in consistent size and location that relate to both the tenant's storefront design and the building elevation, except as provided below. The awnings will be supported by aluminum tubing or an architect's approved equivalent support system. The awnings will be designed by the respective tenants, and it is expected that the ground floor tenants will design the awnings reflective of their company logo/trademark. All awning designs will be subject to landlord approval so that the landlord can determine if the awnings are consistent with the building design. Awnings are to be kept clean and in good repair.

The standards are intended to provide consistency within the North Shore district, contribute to the pedestrian experience, yet provide a degree of individual expression.

Where applicable, any awning signage shall comply with the respective City ordinance(s) regarding signage. Concurrent with every tenant change, it is expected that the awnings will be replaced and the same design and approval process will be repeated. As a courtesy, Grantee shall provide the initial design of the awnings to the Sports and Exhibition Authority of the City of Pittsburgh and Allegheny County in a timely fashion for review and comments. Grantee shall consider such review and comments and provide same to its architect prior to finalizing the initial awning designs but Grantee is not obligated to incorporate such comments other than to ensure compliance with design guidelines for awnings.

Consistency in building design has been established by the North Shore's architecture and materials. Therefore the awning standards for the Lot 14R building are relaxed in two ways: (1) Awnings are not required at all storefront openings, including those of unoccupied storefronts, and (2) a variety of sizes and colors are allowed for greater identify of storefront uses.

Exhibit E

Parking License Agreement

PARKING LICENSE AGREEMENT

(Lot 14R)

THIS PARKING LICENSE AGREEMENT (the "License Agreement") is made and entered into as of this 13 day of September, 2017 (the "Effective Date"), by and between NORTH SHORE XIV, LLC, a Pennsylvania limited liability company ("Licensor") in favor of STADIUM AUTHORITY OF THE CITY OF PITTSBURGH, a body corporate and politic existing under the laws of the Commonwealth of Pennsylvania (the "Licensee").

1. **Grant of License.** Upon delivery of that certain Special Warranty Deed from Licensee to Licensor, Licensor will own those certain pieces or parcels of real property situated in Pittsburgh, Pennsylvania more particularly described on Exhibit A attached to and made a part of this License Agreement (the "Property"). For consideration of \$1, in hand paid, Licensor hereby grants to Licensee a license (the "License"), subject to the terms and conditions set forth in this License Agreement, to enter upon the Property for the purposes and during the periods set forth below.

2. **Uses.** The permitted use of the Property by Licensee shall be as follows:

Surface parking only, which includes building tenant employee parking and restaurant valet parking. Licensee shall exercise its rights hereunder in a manner so as to not interfere with any of Licensor's construction activities on the Property.

3. **License Period.** The period of the License shall be as follows:

From the Effective Date until Licensor's commencement of construction on the Property of 7-story mixed-use building (the "Building"). Licensor shall give Licensee 7 days' prior written notice of commencement of construction. For purposes of this Agreement, "commencement of construction" shall mean the construction activities on the Property with which surface parking would interfere and/or the installation of a construction fence on the Property.

4. **Undertaking the Activities.** Licensee agrees that the Licensee's use of the Property shall be at its sole cost and at its sole risk.

In the event that any damage shall occur to the Property pursuant to the activities hereunder, Licensee shall repair and replace the Property to its condition prior to such activities being undertaken, unless such would likely have been damaged by construction of the Building anyhow. The provisions of this Section 4 shall survive the termination or expiration of this License Agreement.

Licensee should take all actions and implement all protections reasonably necessary to ensure that actions taken under this License Agreement, and equipment, materials, and substances generated, used or brought onto the Property by Licensee, its sublicensees and agents, invitees and concessionaires pose no threat to their safety or health of persons or the environment, and cause no damage to any persons or property or to the Property.

5. **Insurance.** During the term of the License, Licensee shall, at Licensee's sole cost and expense, carry or cause to be carried (i) general public liability insurance in amounts not less than \$4,000,000 for bodily injury and property damage, per occurrence and in the aggregate, limits apply exclusively to this location, coverage to be provided by any combination of primary and excess insurance, and (ii) automobile liability insurance (owned, hired and non-owned automobiles) in the amount of \$4,000,000, all such insurance to name Licensor as additional insurances with respect to (i) and (ii) above, being evidenced by a certificate showing the required policy amounts and containing a provision whereby such insurance will not be cancelled or modified without thirty (30) days' prior written notice to Licensor, such certificate to be delivered to Licensor prior to Licensee or any employee, contractor or agent of Licensee entering onto any portion of the Property. Additionally, where applicable, each policy shall contain contractual indemnity endorsements and severability of interest clause. All insurance carriers hereunder shall be rated at least A and X in Best's Insurance Guide. Certificates for all such insurance shall be delivered to Licensor on the date hereof.
6. **Personal Property.** Licensee acknowledges and agrees that Licensor shall not have any obligation or liability to insure, secure or protect the personal property, if any, of Licensee or of any sublicensee, agent, contractor, invitee, vendor, supplier, employer or others (the "Third Parties") located on the Property or Licensee's or such Third Parties' interest in the Property. Risk of loss or damage of any such personalty of Licensee or any of the Third Parties shall be borne solely by Licensee or such Third Parties and Licensor shall not have any liability or responsibility therefore. Licensee hereby releases Licensor from any and all losses, actions, claims, demands, liabilities, damages, costs and expenses relating to or arising in connection with any such property or interest of Licensee or by Licensee on behalf of any of the Third Parties. This Section 6 shall survive termination or expiration of this License Agreement.
7. **Compliance.** Licensee, in the performance of its activities hereunder, shall comply with all laws, ordinances, rules and regulations having jurisdiction over the Property. Licensee shall obtain and maintain, at its own costs and expense, all necessary permits, licenses and approvals, as required.
8. **Release/Indemnification.** Licensee, on behalf of itself and all of its successors, assigns, shall defend, indemnify and hold harmless Licensor and Licensor's successors, assigns, affiliates, members, directors, officers, employees, agents, contractors, licensees and invitees from any and all liabilities, claims, demands or judgments of any nature ("Damages") in connection with any loss, accident, theft or injury to any person or property (including, without limitation, the theft of any automobile and/or contents contained in any automobile) and/or the death of any person arising directly or indirectly in connection with the use of the Property by Licensee or its affiliates, success or assigns, or any employee, agent, contractor, licensee or invitee of the foregoing, and shall defend, indemnify and hold harmless Licensor and its successors, assigns, affiliates, members, directors, officers, employees, agents, contractors, licensees and invitees from and against all Damages arising from a failure of Licensee or any of its respective successors, assigns, affiliates, officers,

IN WITNESS WHEREOF, the parties hereto, with the intent to be legally bound, have duly executed this Agreement the day and year first above written.

**STADIUM AUTHORITY OF THE
CITY OF PITTSBURGH**

By: _____
Name: _____
Its: _____

**NORTH SHORE XIV, LLC, a Pennsylvania
limited liability company**

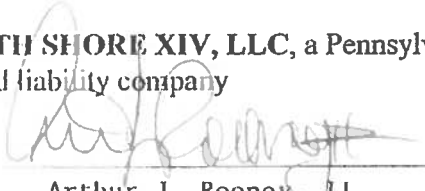
By:  _____
Name: Arthur J. Rooney, II
Title: President

Exhibit A

Legal Description of Property

All that certain lot or parcel of land situate in the 22nd Ward, City of Pittsburgh, County of Allegheny, Commonwealth of Pennsylvania, being Lot 14R of the North Shore Subdivision Plan Revision No. 1, recorded in Plan Book Volume 245, Page 163 in the Department of Real Estate of Allegheny County, Pennsylvania.

directors, employees, agents, contractors, licensees and invitees to comply with this License Agreement. This paragraph 8 shall survive the termination or expiration of this License Agreement.

9. **Miscellaneous.** The License is non-assignable and nontransferable without the prior consent of Licensor.

This License Agreement shall be governed by and construed in accordance with the internal laws of the Commonwealth of Pennsylvania, without regard to the conflict of law principles. This License Agreement may be executed in one or more counterparts, each of which shall be an original but all of which, taken together, shall constitute one and the same instrument. If any part of this License Agreement or any other agreement entered into pursuant hereto is contrary to, prohibited by or deemed invalid under applicable law or regulation, such provision shall be inapplicable and deemed omitted to the extent so contrary, prohibited or invalid, but the remainder hereof shall not be invalidated thereby and shall be given full force and effect so far as possible. Nothing contained herein is intended or shall be deemed to create or confer any rights upon any third person not a party hereto, whether as a third-party beneficiary or otherwise, except as expressly provided herein, nor shall anything herein be construed to create any relationship or partnership, agency, joint venture or the like between Licensor and Licensee or sublicensee or any or their respective agents, invitees or concessionaires.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto, with the intent to be legally bound, have duly executed this Agreement the day and year first above written.

**STADIUM AUTHORITY OF THE
CITY OF PITTSBURGH**

By: Stanley B. Lederman
Name: STANLEY B. LEDERMAN
Its: Chairman

**NORTH SHORE XIV, LLC, a Pennsylvania
limited liability company**

By: _____
Name: _____
Title: _____

Exhibit F

Lot 14 Letter Agreement

NORTH SHORE DEVELOPERS - 2013, LP

3400 S. Water Street
Pittsburgh, PA 15203

September __, 2017

Stadium Authority of the City of Pittsburgh
171 10th Street, 2nd floor
Pittsburgh, PA 15222

Re: North Shore Development – Purchase of Parcel 14 and Adjacent Land

Ladies and Gentlemen:

This letter ("Letter Agreement") confirms our agreement regarding the purchase of Parcel 14 and the Adjacent Land (collectively, "Lot 14R") pursuant to the Option Agreement, dated September 25, 2003 between the Stadium Authority of the City of Pittsburgh (the "Authority") and North Shore Developers, L.P., as amended by the Reaffirmation, Settlement and Amendment Agreement, dated as of December 30, 2008, the First Amendment to Reaffirmation, Settlement and Amendment Agreement, dated March 31, 2009, the Amendment Agreement, dated as of November 11, 2011, as assigned by North Shore Developers, L.P. to North Shore Developers - 2013, L.P. ("Optionee") by the Assignment and Assumption Agreement dated July 30, 2013, the letter agreements dated May 4, 2015, July 17, 2015, October 1, 2015, November 24, 2015, November 22, 2016, and August 25, 2017, and the 2017 Amendment Agreement dated on or about even date herewith (the "2017 Amendment") (collectively, and as the same may be further amended from time to time, the "Option Agreement"). Unless otherwise defined in this Letter Agreement, capitalized terms have the definitions ascribed thereto in the Option Agreement. We have agreed as follows:

1. Closing. The Closing for the sale of Lot 14R shall be September 7, 2017.
2. Purchase Price. The Purchase Price for Lot 14R shall be Two Million Two Hundred Thousand and 00/100 Dollars (\$2,200,000).
3. Buyer. The buyer of the property shall be North Shore XIV, LLC, a Pennsylvania limited liability company (the "Buyer"), who is the designated Developer, pursuant to section 8.6(c) of the Option Agreement.
4. Property. Lot 14R is located in 22nd Ward, City of Pittsburgh, as set forth in the North Shore Subdivision Plan Revision No. 1 recorded in the Allegheny County Department of Real Estate in Plan Book Volume 245, pages 163-164. Lot 14R is comprised of Parcel 14 as defined in the Option Agreement, plus the Adjacent Land, as defined in the 2017 Amendment. Buyer shall provide the Stadium Authority and the Sports & Exhibition Authority of Pittsburgh and Allegheny County ("SEA") with an easement granting

certain rights of access to the Stadium Authority, the SEA, Duquesne Light, PWSA and others pertaining to the water vault and the electrical equipment situate on Lot 14R.

5. Project. Optionee shall cause Buyer to construct a 7-story building (the "Building") for retail and restaurant use on the first floor, and office use on the second through seventh floors, provided, however, the first-floor middle bay may be used by an anchor tenant for commercial uses, provided such initial use and such initial design of the middle bay, and any material changes thereto, as viewed from the exterior of the Building, is subject to the prior written approval of the Stadium Authority, which shall not be unreasonably withheld.

The Building shall include a public restroom at ground level, which is to be designed to be in compliance with the Americans with Disabilities Act, in accordance with the approved final Site Improvement Plan being Sheet A1.01 prepared by Strada and last revised 8/11/17. The restroom shall include identifying signage on the Building and exterior lighting that is mutually acceptable to Buyer and Authority, in each of their reasonable discretion. The restroom shall be operated by the Buyer to be regularly open from dawn to dusk, unless otherwise agreed by the parties hereto. In the event Buyer determines, in good faith, that public access to the restroom jeopardizes the safety or security of the tenants and/or other users of the Building or the general public, it may close the restroom on a temporary basis. Such closure may not last longer than five (5) days without the approval of the Authority, which approval shall not be unreasonably withheld.

The service yard to the west of the Building (the "Service Yard") shall include bicycle racks to accommodate at least forty (40) bicycles, with reasonable related amenities (such as phone charging stations and a bicycle repair station), which amenities shall be installed pursuant to Sheets L1.02 and L1.03 prepared by Strada and last revised 06.14.17, a copy of which are attached hereto as Exhibit A (collectively, the "Service Yard Improvements") and may be modified by Optionee as technology warrants.

The Deed conveying Lot 14R to Buyer will provide for the public restroom and the Service Yard Improvements by referencing this Letter Agreement. The provisions of this Letter Agreement relating to the public restroom and the Service Yard Improvements shall be covenants running with the land and shall be binding upon any subsequent purchaser, lessee, assignee or transferee of the Property until the later of (a) May 31, 2053; or (b) destruction or demolition of all or substantially all of the improvements on the Property.

The Property shall not be used for surface parking except for parking in the Service Yard in support of the use of the Property by tenants and their guests. At no time shall spaces be used by or leased to the general public.

Optionee shall cause Buyer to construct certain improvements and provide landscaping at the property owned by the SEA to the east of the Building known as Canal Square (the "Canal Square Improvements"). The Canal Square Improvements will be made in

accordance with the following documents: Sheet I.2.01 prepared by Strada and last revised 06.14.17; Sheet I.3.01 prepared by Strada and last revised 06.16.17; Sheets E2.01 and E3.01 prepared by Allen & Shariff and last revised 06.16.17; and Sheets C300, C301 and C500 prepared by GAI Consultants and last revised 05.26.17, a copy of which are attached hereto as Exhibit B. To the extent such provisions conflict with prior agreements regarding construction of improvements to Canal Square, the provisions of this Letter Agreement shall control. SEA shall have the opportunity to inspect and approve the Canal Street Improvements prior to acceptance, such approval to be obtained prior to any occupancy of the Building, which approval shall not be unreasonably withheld, conditioned or delayed. All warranties related to the Canal Square Improvements shall be assigned (to the extent assignable) and as-built plans shall be provided to the SEA.

The construction of the Building, Service Yard Improvements and the Canal Square Improvements is referred to as the "Project". The Project shall be constructed in accordance with the Site Improvement Plan, as revised and approved by the Authority, referenced in the Take Down Notice of even date herewith, and the terms of this Letter Agreement, including the items on Schedule 1 attached hereto and incorporated herein by reference.

Optionee shall cause Buyer, at its cost and expense, to be responsible for completing all items set forth on the Site Improvement Plan, as revised, including, without limitation, all outstanding post-closing items set forth on Schedule 1 attached hereto and incorporated herein by reference. All items set forth on such Schedule 1 shall be deemed to be part of the Site Improvement Plan.

6. Parking Equipment / Guiderails & Booth / Other.

During construction on the Project, Optionee shall cause Buyer to remove, for reuse by Authority, the parking booth and guiderails (including posts to the extent reasonably salvageable) located on Lot 14R. Authority will be responsible for hauling these items from the site.

Parties acknowledge that the Term Sheet is amended to delete the provision for the purchase and sale of certain revenue control equipment located on Lot 14R for Five Thousand and 00/100 Dollars (\$5,000), as the revenue control equipment is owned by a third party.

Parties agree that all other miscellaneous items in Lot 14R (such as light poles and bollards) have no re-sale value and will be included in the cost of the sale of land to Buyer.

7. Esplanade; North Shore Drive.

Pursuant to a license agreement with Buyer, Optionee shall cause the Buyer, at its cost and expense and as part of the Project, to replace and/or reinstall pavers, landscaping and other items at the North Shore Riverfront Park esplanade near the south side of the

Building, as such may be disturbed by construction and to restore the esplanade to a condition substantially similar to the condition existing prior to commencement of construction of the Project.

Optionee shall cause Buyer to agree to be responsible, at its cost and expense, for replanting or replacing trees along North Shore Drive that are impacted by construction, as acceptable to the City of Pittsburgh departments that oversee the same, which work shall be completed prior to any occupancy of the Building; provided, however, if acceptable to the City, if such occupancy occurs during the winter season, such plantings may be deferred to the following spring season.

8. Environmental. Optionee confirms for itself and for the Buyer that neither it nor the Buyer shall seek contribution from the Authority to remedy any contamination or environmental conditions on Lot 14R.
9. Density Bonus. Authority and Optionee acknowledge that if Buyer commences and diligently proceeds with construction of the seven (7) story Building, the Option Period for the second Follow On Parcel shall be extended by three (3) months until August 31, 2018 and the deadline for delivery of the Site Improvement Plan for the second Follow On Parcel shall be April 1, 2018.

Except as expressly set forth in this Letter Agreement, the Option Agreement shall remain in full force and effect, and unmodified. This Letter Agreement shall survive the Lot 14R Closing.

If the foregoing is consistent with your understanding, kindly execute this Letter Agreement in the indicated place below, evidencing your intent to be legally bound hereby.

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: _____

ACKNOWLEDGED AND ACCEPTED AND
INTENDING TO BE LEGALLY BOUND HEREBY:

North Shore XIV, LLC

By: _____

Name: _____

Title: _____

AGREED TO AND ACCEPTED:

Stadium Authority of the City of Pittsburgh

By: _____

Name: _____

Title: _____

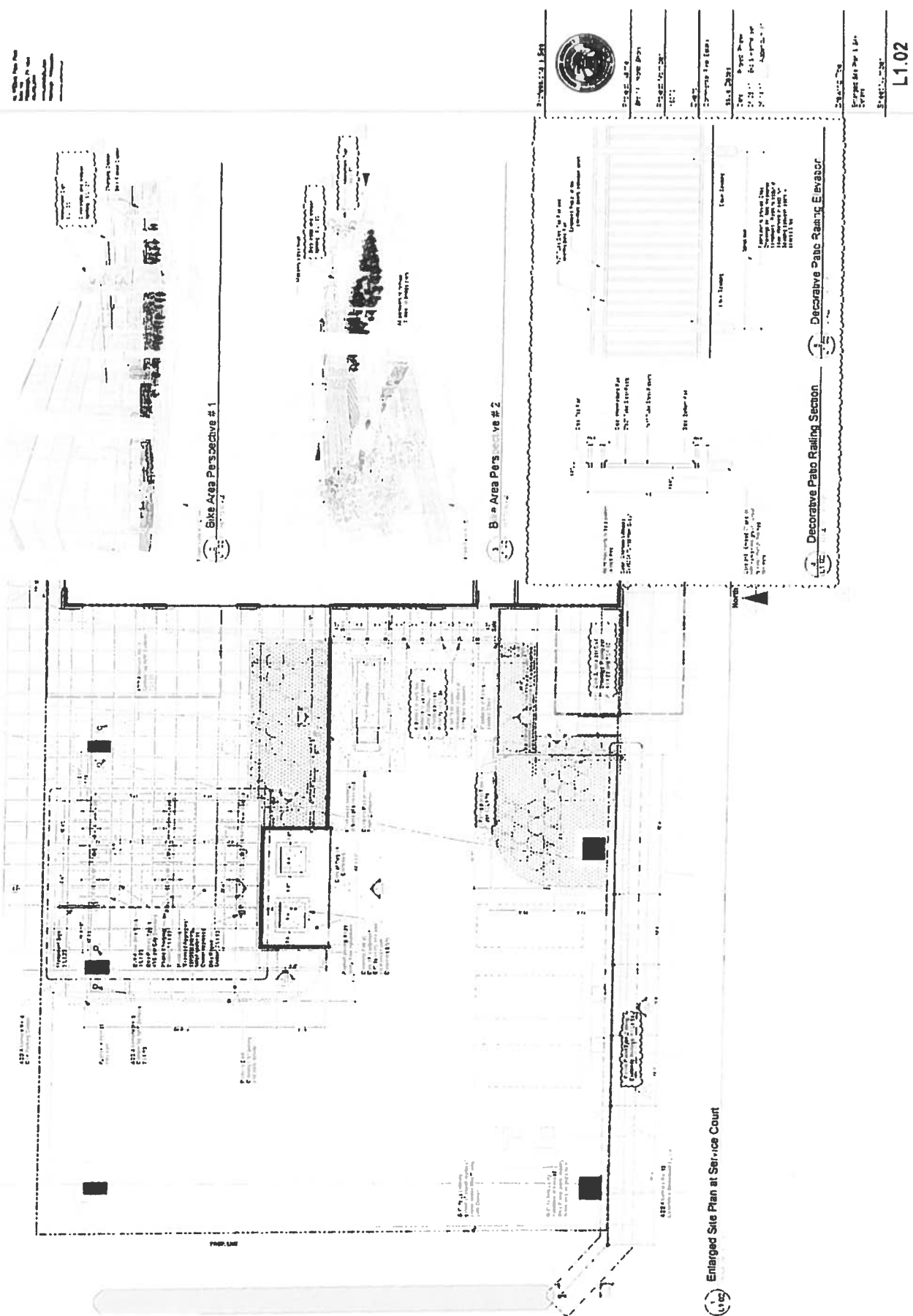
SCHEDULE 1

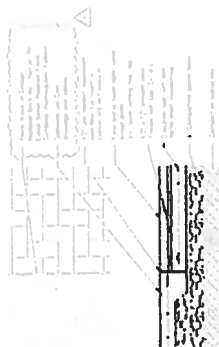
1. Economic Data: Buyer has provided the Authority with estimated economic impact data, including taxes to be generated and employment (temporary construction FTE, and permanent FTE) to be created by the development (the "Economic Data Report"). An updated Economic Data Report shall be provided by Buyer to the Authority within thirty (30) days of occupancy of the Building by the major office tenant.
2. MBE-WBE Plan: A partial MBE-WBE plan based on subcontractors identified has been submitted to the Authority and to the City of Pittsburgh Equal Opportunity Review Commission ("EORC") prior to Closing. Buyer shall provide revised MBE-WBE plan(s) on additional participation as more subcontractors are identified as construction proceeds to Authority and EORC for each of their review. A report of actual MBE-WBE results shall be provided to the Authority upon completion of the Project.
3. Construction Drawings & Addendums: Certain options included in the bid documents have been reviewed and approved. A final list of the selected options incorporated into the construction contracts will be provided to Authority after construction contracts are executed. Within six (6) months of completion of the Project (as evidenced by issuance of a certificate of occupancy for any portion of the Project), Buyer shall submit to the Authority an as-built survey or as-built drawings for the Project in hard copy and digital form sufficient to show final location of building foundations and other encroachments onto SEA property as well as the final Canal Square Improvements.
4. Construction Specifications: Within thirty (30) days of issuance of a building permit for the Project, Buyer shall submit a complete set of construction specifications in digital format.
5. Signage: Buyer shall timely submit signage plans for ground floor retail spaces to the Authority for prior review and approval, which review and approval shall be governed by the standards set forth in Section 4.3 of the Option Agreement, as soon as such plans are finalized but in any event prior to submission to the City of Pittsburgh Department of City Planning and in the form to be submitted to the City.
6. Design:
 - (a) LEED Certification. By December 31, 2017, Optionee and/or Buyer shall use commercially reasonable efforts to obtain and provide a report describing the green features, if any, included in the build out of the office space for the major office tenant of the Building.
 - (b) Exterior Lighting: Before Buyer proceeds with any alternate lighting option for the Penthouse Tower other than the previously approved lighting option set forth in the Lighting Roof Plan, Sheet E2.08 prepared by Strada/Allen & Shariff and last revised 08.04.17, Buyer shall submit it to Authority and Riverlife for review and

approval, which review and approval by the Authority shall be governed by the standards set forth in Section 4.3 of the Option Agreement.

7. Outdoor Retail Seating: Use of Buyer's tenants of portions of the esplanade and Canal Street Improvements for outdoor seating shall be subject to separate license agreements with the SEA in substantially the form attached hereto as Exhibit C, as such form may be modified from time to time. Such license agreement shall include a provision for clean-up of trash and litter generated by use of the outdoor seating. Exhibit D, attached hereto, depicts the area that may be affected by outdoor seating license agreements.

EXHIBIT A
SERVICE YARD IMPROVEMENTS



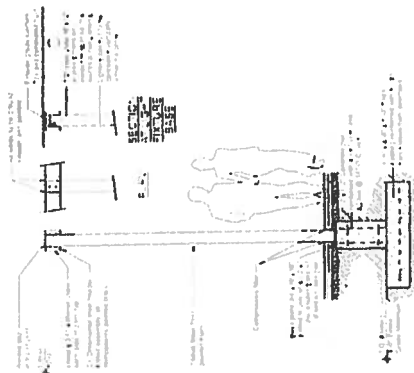


2 Bike

1.03 2 Bike Repair Station Detail

Poer Pedesta Delai

(Stock Ave. - 5348)



Monument Sign Section & Evaluation

Bike Area Trails Section

Custom "Up Light" Bollard @ Bridge Piers

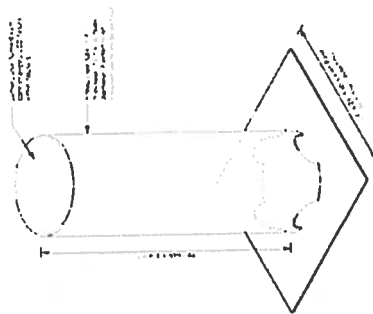


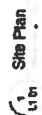
EXHIBIT B
CANAL SQUARE IMPROVEMENTS

Exhibit B

Description of Canal Square Improvements

The Canal Square Improvements are set forth in the following sheets:

- Sheet I.2.01 prepared by Strada and last revised 06.14.17;
- Sheet I.3.01 prepared by Strada and last revised 06.16.17;
- Sheets E2.01 and E3.01 prepared by Allen & Shariff and last revised 06.16.17;
and
- Sheets C300, C301 and C500 prepared by GAI Consultants and last revised 05.26.17.



Product Name

2025 06 01 - 7:11 AM

Project Number

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Page 1 of 1

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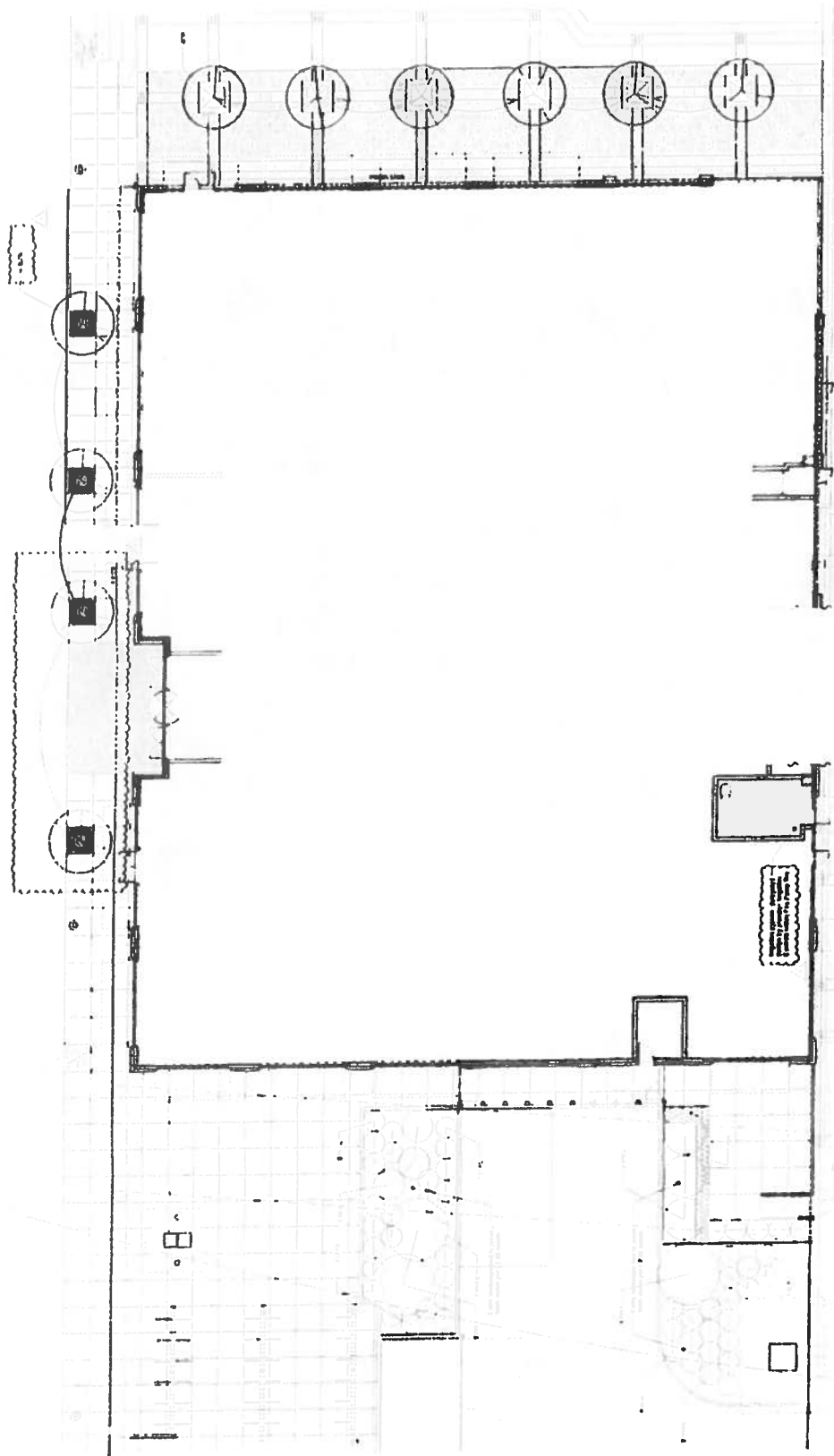
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Quoting Text

Author's Note: I thank the following people for their comments on earlier drafts of this article: David G. Thelen, David A. Reardon, and the anonymous reviewers of *Journal of Management Inquiry*.

Event Number

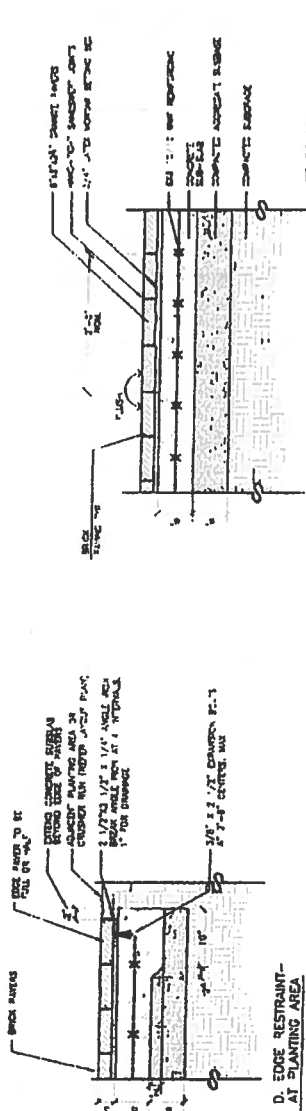
L1.01



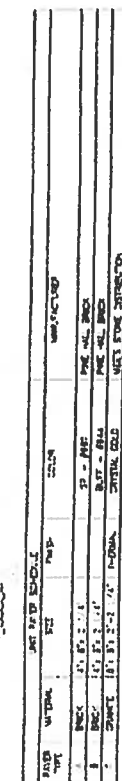
Planting Plan

Planning Schedule									
Project Name		Start Date		End Date		Duration		Status	
1	Project A	1/1/2023	3/31/2023	3/31/2023	90	Completed	100%	On Track	
2	Project B	2/1/2023	4/30/2023	4/30/2023	90	In Progress	75%	On Track	
3	Project C	3/1/2023	5/31/2023	5/31/2023	90	Not Started	0%	Delayed	
4	Project D	4/1/2023	6/30/2023	6/30/2023	90	In Progress	50%	On Track	
5	Project E	5/1/2023	7/31/2023	7/31/2023	90	Not Started	0%	On Track	
6	Project F	6/1/2023	8/31/2023	8/31/2023	90	In Progress	30%	On Track	
7	Project G	7/1/2023	9/30/2023	9/30/2023	90	Not Started	0%	On Track	
8	Project H	8/1/2023	10/31/2023	10/31/2023	90	In Progress	20%	On Track	
9	Project I	9/1/2023	11/30/2023	11/30/2023	90	Not Started	0%	On Track	
10	Project J	10/1/2023	12/31/2023	12/31/2023	90	In Progress	10%	On Track	

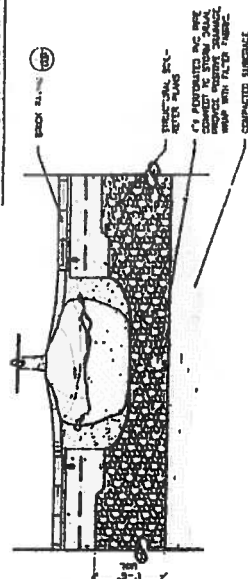
THE UNIVERSITY OF CHICAGO



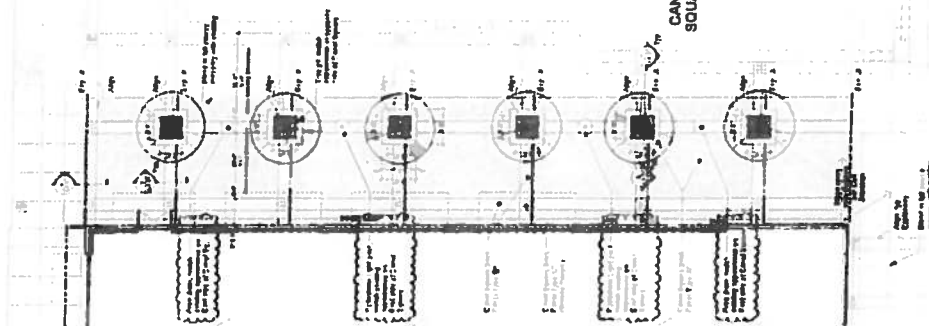
Back Paver Edge Restraint Section



Back to Granite Paver Section



Canal Square Tree Pit Section



Enlarged Canal Square Plan

Abstract



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NORTH SHORE DRIVE CONCRETE SIDEWALK SECTIONS



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NORTH SHORE DRIVE CONCRETE SIDEWALK SECTIONS



NORTH SHORE DRIVE CONCRETE SIDEWALK SECTIONS

EXHIBIT C

FORM OF OUTDOOR SEATING LICENSE AGREEMENT

EXHIBIT C
TO LETTER AGREEMENT

LICENSE AGREEMENT

THIS LICENSE AGREEMENT (this "Agreement") is made and entered as of the ____ day of _____, 20__ (the "Effective Date"), by and between SPORTS & EXHIBITION AUTHORITY OF PITTSBURGH AND ALLEGHENY COUNTY, a public body and a body corporate and politic organized and existing under the Pennsylvania Sports & Exhibition Authority Act, 16 P.S. Section 5501-A et seq., as amended ("SEA"), with an office located at c/o Executive Director, 171 10th Street, 2nd Floor, Pittsburgh, PA 15222 ("Licensor"), and North Shore XIV, LLC, a Pennsylvania limited liability company with a notice address of 3400 South Water Street, Pittsburgh PA 15203, Attention: President ("Licensee").

WHEREAS, Licensee is the owner of a seven-story building located at Lot 14R of the North Shore Subdivision Plan, as amended (the "Building");

WHEREAS, Licensee and _____, a _____, doing business as _____ ("Tenant"), entered into that certain Lease dated _____ ("Tenant Lease"), pursuant to which Tenant leases approximately _____ square feet of ground floor space (the "Leased Premises") in the Building for use as a restaurant serving liquor pursuant to all applicable law;

WHEREAS, in connection with the outdoor seating and/or dining for any permitted use within the Building ("License Use"), Licensee has requested that Licensor permit Licensee and Tenant to occupy and use an area located adjacent to the Building, such area as depicted on Exhibit "A" and as legally described on Exhibit "B" attached hereto ("License Area"); and

WHEREAS, Licensor is willing to grant Licensee (or its Tenant under the Tenant Lease) the right to occupy and use the License Area for use as outdoor seating and/or dining at the Leased Premises, on the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree to the foregoing background information and as follows:

1. License. Subject to the terms and conditions set forth herein, Licensor hereby grants Licensee and Tenant the right to occupy and use the License Area for the License Use.
2. Term. The term of this Agreement ("Term") shall commence on the Effective Date and shall continue until the date the Tenant Lease is terminated or expires.
3. Rent. Neither Licensee nor Tenant shall be required to pay Licensor any rent or occupancy charge whatsoever for the right to use and occupy the License Area.

4. Improvements to License Area Licensee may install site furnishings within the License Area, including, but not limited to: planters, tables, chairs, umbrellas, railings and lights. At the end of the Term, Licensee shall remove all site furnishings, so the License Area will be returned to its original condition at the sole cost of the Licensee.

At least 30 days prior to commencing installation or modification, Licensee shall deliver or shall cause to be delivered to Licensor proposed plans and specifications for the Licensee's work ("Licensee's Work"). Within 14 days of receipt of such plans and specifications, Licensor shall review such plans and specifications and notify Licensee of any reasonable objections which shall also include proposed modifications thereto. Within 14 days after Licensee's receipt of such reasonable objections and proposed modifications, Licensee shall resubmit or shall cause to be resubmitted to the Licensor revised plans and specifications consistent with the reasonable objections and proposed modifications of Licensor. This process of reviewing and submitting shall continue until the plans and specifications have been approved by both parties. Licensee or Tenant shall obtain all necessary building and occupancy permits necessary to perform the Licensee's Work and/or to occupy the License Area for the proposed use.

Neither Licensee nor Tenant shall be permitted to place trash receptacles, storage bins, beverage machines, bartending counters/dispensers, cooking appliances, or related appliances/containers in License Area, or display advertising or promotional signs on site furnishings, or hang or display signage or banners (together as "Non-Permitted Improvements"), on a permanent basis in License Area, unless such improvements are approved by Licensor in writing. It is intended, however, that on game days, event days and weekends, the License Area may be used by Licensee for special events and promotional events which may include such things as temporary signage, outdoor activities (such as radio shows), outdoor grilling areas and outdoor beverage and bar services, and such events may require the use of temporary bars, serving areas, coolers, grills and appropriate trash receptacles ("Temporary Events & Uses"). Licensee shall notify Licensor in advance of Temporary Events & Uses for Licensor's review and consent, and reasonable rules may be established from time to time which will obligate Licensee and Tenant to keep the areas clean and operating in a first-class manner. Licensor shall not unreasonably withhold consent to Temporary Events & Uses.

Within 24 hours after a Temporary Events & Uses, Licensee must remove all Non-Permitted Improvements from Licensed Area, and return area to a clean and first-class manner. In addition to any other remedies available through this Agreement or at law, if Non-Permitted Improvements are not removed within 24 hours of notice, or area is not clean and first class manner Licensor shall provide written notice of such violations to Licensee and if not corrected within 24 hours, Licensee shall not be permitted to use the License Area until area is back in compliance with this License Agreement and Licensor shall have the option to enter the License Area and remove all Non-Permitted Improvements at Licensee's expense.

5. Use of Electricity. In the event that Licensee desires to utilize Licensor's outdoor electricity outlets, Licensee shall reimburse Licensor for the reasonable cost of such electric usage. (By way of example, certain tenants in other buildings at the North Shore utilize Licensor's outdoor electricity outlets and reimburse Licensor at mutually agreed-to terms.)
6. Repair/Maintenance. Licensee shall maintain or cause to be maintained the License Area and all property therein in good condition and repair. All trash, litter and debris, generated by use of the License Area, shall be cleaned from the License Area and adjacent area, including, without limitation, park, esplanade and canal square areas, as soon as reasonable to support and promote first class condition of Licensee's Building and Licensor's park and esplanade. No trash receptacles such as dumpsters, rolling dumpsters, industrial trash cans or bagged trash may be stored, even temporarily, in or around the License Area. Licensee shall exercise due care to minimize leaks and spills when transferring trash through and/or from the License Area, and all leaks and spills shall be cleaned up immediately. Licensee shall maintain or cause to be maintained the License Area and all property therein in good condition and repair.
7. Alterations. Licensee may, from time to time, make or cause to be made alterations or improvements to the License Area with the Licensor's written consent, which consent shall not be unreasonably withheld. The procedure for Licensor approval of Alterations shall be the same as described above for Improvements.
8. Insurance. Licensee shall procure and maintain or shall cause to be procured and maintained policies of insurance, at its own cost and expense, as follows:
 - (a) A commercial general liability policy, naming Licensee as insured (and naming Licensor, the City of Pittsburgh (the "City"), the Stadium Authority of the City of Pittsburgh (the "SA"), and Licensor's representatives or contractors (as requested) as additional insureds, said additional insureds' coverage under Licensee's commercial general liability policy to be primary), protecting Licensee, Tenant, and any additional insureds against claims for bodily injury (including death) and property damage occurring within the License Area. Such insurance shall afford protection to the limits of not less than \$2,000,000.00 per occurrence and \$1,000,000.00 with respect to property damage for fire legal liability. Licensee may use commercially reasonable deductibles. All liability policies shall be written on an occurrence form. Licensee shall cause such liability insurance to include contractual liability coverage fully covering the indemnity set forth in paragraph 9below.
 - (b) An "all risks" policy covering all Licensee's trade fixtures, equipment, furniture and furnishings in the License Area to the extent of their full replacement cost.

- (c) A liquor liability policy of not less than \$2,000,000.00.

The insurance policy endorsements shall also provide that Licensor is given 30 days prior written notice of any reduction, cancellation or non renewal of coverage. Certificates for all such insurance shall be delivered to Licensor before any use of the License Area by Licensee or Tenant hereunder and full policies shall be delivered to Licensor upon request. Licensee shall secure waiver of subrogation endorsements from its insurance carriers in favor of the Licensor, the Commonwealth of Pennsylvania, the City and the SA except for claims or causes of action arising from Licensor's gross negligence or willful misconduct of Licensor.

9. Indemnity. Licensee agrees to defend, pay, indemnify and hold free and harmless Licensor and its respective members, officers, directors, employees, agents, the City, the SA and Licensor's representatives and contractors ("Licensor Protected Parties") from and against any and all claims, demands, fines, suits, actions, proceedings, orders, decrees and costs in connection with loss of life, bodily or personal injury, or property damage (including aircraft) arising directly or indirectly out of, from or on account of Licensee's use and occupancy of the License Area or due to Licensee's and/or its agent's, licensee's, employee's, invitees, or contractor's acts or omissions or any operations conducted in the License Area by Licensee or said parties.
10. Assignment/Sublet. Licensee will need the written consent of Licensor to (i) assign this Agreement to any tenant or occupant of the Leased Premises other than Tenant, (ii) sublet the License Area to any tenant or occupant of the Leased Premises other than Tenant, or (iii) grant a license or concession to any tenant or occupant of the Leased Premises other than Tenant; provided that Licensee shall remain fully liable hereunder.
11. Surrender. Upon the expiration of the Term hereof, Licensee shall promptly and peacefully surrender the License Area to Licensor. The License Area shall be surrendered in good order and condition, normal wear and tear excepted and as altered by Licensee's Work and any other alterations approved by Licensor in writing.
12. Notice. Any notice given pursuant to this Agreement shall be in writing, shall be addressed to Licensor and/or to Licensee at the address set forth in the first paragraph hereof, with a duplicate copy (i) if to Licensee, c/o Buchanan Ingersoll & Rooney PC, 301 Grant Street, 20th Floor, Pittsburgh, PA 15219, Attention: Jason Wrona and (ii) if to Licensor, to c/o Cohen & Grigsby PC, 625 Liberty Ave, Pittsburgh, PA 15222, Attention: Morgan Hanson. All notices shall be sent by United States certified mail, return receipt requested, with postage prepaid, or by Federal Express, Express Mail or such other nationally recognized expedited mail service as normally results in overnight delivery. Notices shall be effective upon receipt or refusal of receipt. Either party may change the place for service of notice by at least 30 days written notice to the other party.

13. Quiet Enjoyment. Licensor warrants that Licensee shall have the continuous and uninterrupted quiet enjoyment and exclusive possession of the License Area during the Term hereof.
14. Licensee's Property. All equipment, inventory, trade fixtures and other property owned by the Licensee and located in the License Area shall remain the personal property of the Licensee and shall be exempt from the claims of the Licensor. Licensee shall have the right, at any time or from time to time, to remove such trade fixtures or equipment.
15. Entire Agreement. This Agreement supersedes all agreements previously made between the parties relating to its subject matter, and there are no other understandings or agreements between them. No amendment to this Agreement shall be binding on Licensor or Licensee unless reduced to writing and signed by that party.
16. Headings. Headings in this Agreement are for convenience only and shall not be used to interpret or construe its provisions.
17. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

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IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date first written above; and by his/her execution hereof each of the signatories on behalf of the respective parties hereby warrants and represents to the other that he/she is duly authorized to execute this Agreement on behalf of such party.

LICENSOR:

SPORTS & EXHIBITION AUTHORITY OF
PITTSBURGH AND ALLEGHENY COUNTY

By: _____

Name: _____

Title: _____

LICENSEE:

NORTH SHORE XIV, LLC, a Pennsylvania limited
liability company

By: _____

Name: _____

Title: _____

Exhibit "A"

Exhibit "B"

EXHIBIT D

AREA OF FUTURE OUTDOOR SEATING LICENSES



TONY
DORSETT
DRIVE
VARIABLE R.O.W.

REVISION RECORD

VC DATE DESCRIPTION

7

NORTH SHORE DRIVE 70'

P.O.B.

NORTH SHORE
SUBDIVISION PLAN
REVISION NO. 1
P.B.V. 245, PG. 163

D.B.V. 11287,
PG. 553

3/7/2002
STADIUM AUTHORITY OF THE
CITY OF PITTSBURGH
TO

SPORTS AND EXHIBITION
AUTHORITY OF PITTSBURGH
AND ALLEGHENY COUNTY

SEE RESOLUTION #167,
3/28/2002
FOR DEDICATION
OF RIGHT OF WAY

PROPOSED
7 STORY BUILDING -
FOOTPRINT

N 13°23'23" W 134.01'
S 13°23'23" E 154.00'

NORTH SHORE
SUBDIVISION PLAN
REVISION NO. 1
P.B.V. 245, PG. 53

PARCEL 14R

BLOCK 8-K, LOT 25
D.B.V. 11849, PG. 413
12/28/2003
STADIUM AUTHORITY OF THE
CITY OF PITTSBURGH
TO
SPORTS AND EXHIBITION
AUTHORITY OF PITTSBURGH
AND ALLEGHENY COUNTY

PARCEL D
BLOCK 8-K, LOT 24

N 13°29'57" W 20.00'

28.75'

20'

N 76°30'03" E 228.92'
88°54'2" W 50.0591 S

OUTDOOR PATIO
EASEMENT
7,196.09 SQ. FT.
0.165 ACRES

SCALE 1" = 50'

NORTH SHORE LOT 14R
22ND WARD, CITY OF PITTSBURGH
ALLEGHENY COUNTY, PENNSYLVANIA

OUTDOOR PATIO LICENSE AREA

DRAWN BY
DATE

CMMI CHECKED BY
8/28/2017 DWG SCALE:

PROJECT NO. 163-931

163-931

OUTDOOR PATIO EASEMENT DESCRIPTION
0.165 ACRES
22ND WARD, CITY OF PITTSBURGH
ALLEGHENY COUNTY, PENNSYLVANIA

All that certain 0.165 acres, being an Outdoor Patio Easement located on property of now or formerly the Sports & Exhibition Authority of Pittsburgh & Allegheny County, and located on Parcel AR, Parcel D and Parcel E of the North Shore Subdivision Plan Revision No. 1, recorded in Plan Book Volume 245, Page 163, situate in the 22nd Ward, City of Pittsburgh, County of Allegheny, Commonwealth of Pennsylvania, more particularly bounded and described as follows:

BEGINNING AT A POINT on the southerly right of way line of North Shore Drive, 70' wide, said point also being the northwest corner of Parcel AR of the North Shore Subdivision Plan Revision No. 1, recorded in Plan Book Volume 245, Page 163; thence along the southerly right of way line of North Shore Drive, 70' wide, North 76°31'51" East, 17.00' to a point; thence through Parcel AR, Parcel D and Parcel E of the North Shore Subdivision Plan Revision No. 1, and through the property of now or formerly the Sports & Exhibition Authority of Pittsburgh & Allegheny County the following three (3) courses and distances, viz: South 13°23'23" East, 154.00' to a point; thence South 76°30'03" West, 245.88' to a point; thence North 13°29'57" West, 20.00' to a point along the dividing line of Parcel D and Lot 14R of the North Shore Subdivision Plan Revision No. 1; thence along the dividing line of Parcel D and Lot 14R of the North Shore Subdivision Plan Revision No. 1 North 76°30'03" East, 228.92' to a point at the southeast corner of Parcel 14R of the North Shore Subdivision Plan Revision No. 1; thence along the dividing line of Parcel AR, Parcel E and Parcel 14R of the North Shore Subdivision Plan Revision No. 1 North 13°23'23" West, 134.01' to a point at the PLACE OF BEGINNING.

Contains: 7,196.09 Sq. Ft. or 0.165 Acres.

