EXHIBIT A

Legal Description

ALL those certain tracts of ground situate in the 22nd Ward of the City of Pittsburgh, County of Allegheny and Commonwealth of Pennsylvania, being bounded and described as follows:

PARCEL IA:

BEGINNING at the point of intersection of the easterly line of Allegheny Avenue to be dedicated by Urban Redevelopment Authority of Pittsburgh to the City of Pittsburgh and the southerly line of Shore Avenue (80 feet wide), North 83° 59' 54" East, 655.218 feet to its intersection with the westerly line of Stadium Drive West (40 feet wide) to be dedicated by Urban Redevelopment Authority of Pitteburgh to the City of Pittsburgh; thence southerly along said westerly line by an arc of a circle deflecting to the left, having a radius of 1016.373 feet, an arc distance of 483.462 feet to a point of tangent opposite center-line Station P.T. 9 + 19.605; thence southerly along said westerly line, South 22° 14' 59.8" East, 147.000 feet to a point of curve opposite center-line Station P.C. 10 + 66.603; thence continuing southerly by an arc of a circle deflecting to the left, having a radius of 185.00 feet, an arc distance of 103.673 feet to its intersection with the northerly line of North Shore Drive as established by Ordinance No. 201, approved June 11, 1970; thence westerly along said northerly line, South 87° 15' 00.2" West, 151.677 feet to a point of curve opposite center-line Station P.T. 20 + 56.431; thence westerly along said northerly line by an arc of a circle deflecting to the right, having a radius of 1970.00 feet, a central angle of 12° 49' 19.5" (Prior Deed Shows 07° 19' 19.9"), for an arc distance of 440.861 feet to a point of compound curve opposite center-line Station P.C. 16 + 08.856 of North Shore Drive equals center-line Station P.T. 27 + 94.206 of Allegheny Avenue; thence west and northerly by an arc of a circle deflecting to the right, having a radius of 168.312 feet, a central angle of 65° 59' 48.3" for an arc distance of 193.862 feet to a point of tangent on the easterly line of proposed Allegheny Avenue, 76 feet wide, to be dedicated by Urban Redevelopment Authority of Pittsburgh to the City of Pittsburgh, opposite center-line Station P.C. 25 + 64.623; thence northerly along said easterly line of Allegheny Avenue, North 13° 55' 52" West, 490.148 feet to its intersection with the southerly line of Shore Avenue (80 feet wide), the place of beginning.

CONTAINING 409,209.92 square feet.

TOGETHER with the right to use Allegheny Avenue and Stadium Drive as streets to the same extent as though the same had been dedicated to and accepted by the City of Pittsburgh as public street.

BEING designated as Block & Lot No. 8-J-30.

PARCEL IB:

BEGINNING at the point of intersection of the easterly line of Galveston Street and the southerly line of relocate Reedsdale Street, to be dedicated; thence by said last mentioned line, North 84° 49' 27" East, 91.618 feet to its intersection with the westerly line of Stadium Drive West, to be dedicated; thence by said last mentioned line, South 7° 00' 00.2" West, 256.901 feet to its intersection with the easterly line of Galveston Street; and thence by said last mentioned line, North 13° 39' 16" West, 253.896 feet to its intersection with the southerly line of relocated Reedsdale Street, to be dedicated, the place of beginning.

CONTAINING 11,503.7 SQUARE FEET.

BEING designated as part of Block & Lot No. 8-K-1.

PARCEL II:

PARCEL ONE:

ALL that certain lot or piece of ground situate in the Twenty-second (22nd) Ward of the City of Pittsburgh (formerly First Ward of the City of Allegheny), County of Allegheny and State of Pennsylvania, bounded and described as follows, to-wit:

BEGINNING at the Northwest corner formed by the intersection of South Avenue and Sturgeon Street; thence along the Northerly side of South Avenue, Westwardly, 100 feet to line of lands now or formerly of the Estate of Peter Rieseck, deceased; thence along said Rieseck line Northwardly and parallel with Sturgeon Street, 292 feet more or less to the Southerly side of Reedsdale (formerly Rebecca) Street; thence along said side of Reedsdale Street Eastwardly, 100 feet to the Westerly side of Sturgeon Street; thence along said side of Sturgeon Street Southwardly, 291 ft. 2 in. more or less to the Northerly side of South Avenue, at the place of beginning.

BEING the same property which Consolidated Ice Company, A Corporation organized and existing under the laws of the Commonwealth of Pennsylvania, by its Deed dated October 16, 1916 and recorded October 19, 1916 in the Recorder of Deeds Office of Allegheny County, Pennsylvania in Deed Book Volume 1856, page 442, granted and conveyed unto Investment Land Company, A Corporation of the Commonwealth of Pennsylvania.

PARCEL TWO:

ALL that certain lot or piece of ground situate in the Twenty-Second (22nd) Ward of the City of Pittsburgh (formerly First Ward, City of Allegheny), County of Allegheny and State of Pernsylvania, bounded and described as follows, to-wit:

BEGINNING at the Northeast conner formed by the intersection of South Avenue and Allegheny Avenue, and extending along line of South Avenue, Eastwardly a distance of 106 feet, 7 inches, to a point at the conner of lot now or formerly owned by Janes B. Ross, et al., known as the Arctic Ice Company, thence Northwardly along the line of Said property, a distance of 292 feet, more or less to Reedsdale (formerly Rebecca) Street; thence Westwardly along line of Reedsdale Street, a distance of 104 feet more or less, to conner of Allegheny Avenue; thence southwardly along line of Allegheny Avenue, a distance of 293 feet 10 inches, more or less, to South Avenue, at the place of beginning. BEING the same premises which David Moyle and Carrie Lang Moyle, his wife by their Deed dated October 16, 1916 and recorded October 19, 1916 in the Recorder of Deeds Office of Allegheny County, Pennsylvania in Deed Book Volume 1868, page 167, granted and conveyed unto Investment Land Company, A Corporation.

PARCEL THREE:

ALL those certain lots or pieces of of land situate in the Twenty-second (22nd) Ward of the City of Pittsburgh (formerly the First Ward of the City of Allegheny), Camty of Allegheny and State of Pennsylvania, more particularly barded and described as follows, to-wit:

BEGINNING at a point at the Northeasterly corner of South Avenue (now known as Shore Avenue) and Sturgeon Street; thence Northwardly along the Easterly side of Sturgeon Street 291 feet, more or less, to the Southeasterly corner of Sturgeon Street and Reedsdale (formerly Rebecca Street; thence Eastwardly along the Southerly side of Reedsdale Street 200 feet, more or less, to the Southwardly along the westerly side of Stengel (formerly Snowden) Street; thence Southwardly along the westerly side of Stengel Street 66 feet to the Northerly line of land now or late of The Martin Hardee Company; thence westwardly along the Easterly line of land now or late of The Martin Farther to; thence Southwardly along the Easterly line of said Lot 13, crossing Stroble Street, warated and continuing along the Easterly line of Lot 4 in the same plan and through a party wall, 225 feet, more or less, to the Northerly line of South Avenue 125 feet, more or less, to the Northeasterly corner of South Avenue and Sturgeon Street, the place of beginning.

BEING lots 4,5,6,7,8,9,10,11,12 and 13 and part of lots 14. 15 and 16 in a plan of lots laid out for the heirs of Rev. Joseph Kerr, deceased, of record in the Recorder's Office of Allegheny County, Pennsylvania, in Plan Bock Volume 6, page 108, and also that portion of Stroble Street vacated lying between Sturgeon Spreet and the Easterly line, extended, of Lot 13 in said plan.

BEING the same premises which Sam Bluestone and Sarah C. Bluestone, his wife by Deed dated January 12, 1951 and recorded February 2, 1951 in the Recorder of Deeds Office of Allegheny County, Pennsylvania in Deed Book Volume 3193, page 513, granted and conveyed unto The May Department Stores Company, a New York Corporation.

PARCEL FOUR:

ALL those certain lots or pieces of ground situate Twenty-second (22nd) Ward of the City of Pittsburgh, County of Allegheny and Commonwealth of Pennsylvania, being lots rumbered 8, 9, 10, 11, 12 and 13 in the Plan of Lots of the Estate of Elizabeth Snowden, deceased at No. 180 March Term, 1869 in the Orphans' Court of Allegheny County, aforesaid, together being bounded and described as follows, to-wit:

BEGINNING on the Southeasterly corner of Reedsdale and Stengel Streets; thence along the Southerly side of Reedsdale Street, Eastwardly 129.75 feet to the Westerly side of Galveston Street, formerly the line dividing lots numbered 7, 8 in said plan; thence along the Westerly side of Galveston Street, formerly said dividing line, Southwardly, 100.03 feet to the Northerly side of Stroble Street; thence along the Northerly side of Stroble Street, Westwardly, 129.75 feet to the Easterly side of Stengel Street, aforesaid, and thence along the Easterly side of Stengel Street, Northwardly, 100.00 feet to the Southerly side of Reedsdale Street, the place of beginning.

COMPRISING the same premises conveyed by the following deeds: John P. Davis, Jr., et uk., by Deed dated January 20, 1959 and recorded January 22, 1959 in the Recorder of Deeds Office of Allegheny County, Pennsylvania in Deed Bock Volume 3789, page 4, to The May Department Stores Company.

John P. Davis, Jr., and Mary Davis, his wife to The May Department Stores Company by Deed dated January 20, 1959 and recorded January 22, 1959 in the Recorder of Deeds Office of Allegheny County, Pennsylvania in Deed Book Volume 3789, page 5.

John P. Davis, Jr., and Mary Oates Davis, his wife by Deed dated January 20, 1959 an recorded January 22, 1959 in the Recorder of Deeds Office of Allegheny County, Pennsylvania in Deed Book Volume 3789, page 6, to The May Department Stores Company.

City of Pittsburgh, County of Allegheny and School District of the City of Pittsburgh, by Deed dated January 5, 1959 and recorded January 22, 1959, in the Recorder of Deeds Office of Allegheny County, Pennsylvania in Deed Bock Volume 3721, page 404, to The May Department Stores Company.

PARCEL FIVE:

ALL that certain tract of piece of land situate in the Twenty-second (22nd) Ward of the City of Pittsburgh, County of Allegheny and Commonwealth of Pennsylvania, bounded and described as follows, to-wit:

BEGINNING at the Northwesterly corner of Shore, formerly South Avenue and Manchester Avenue; thence along the Westerly side of Manchester Avenue North 22° 15' West, 165.05 feet to Stroble Way; thence along the Southerly side of Stroble Way South 76° 38' West, 133.02 feet to Stengel Street; thence along the Easterly side of Stengel Street South 22° 09' East, 166.96 feat to Shore Avenue, thence along the Northerly side of Shore Avenue North 75° 48' East 133.03 feet to Manchester Avenue, at the place of beginning.

BEING the same premises which Esso Standard Oil Company, successor by merger to Standard Oil Company of Pennsylvania, by its Deed dated May 28, 1958 and recorded August 11, 1958 in the Recorder of Deeds Office of Allegheny County, Pennsylvania in Deed Book Volume 3702, page 686, granted and conveyed unto The May Department Stores Company, A New York Corporation.

PARCEL SIX:

ALL that certain plot of land situate in the Twenty-second (22nd) wand of the City of Pittsburgh, County of Allegheny and Commonwealth of Pennsylvania, bounded and described as follows, to-wit:

BEGINNING at a point at the Northwest corner of Shore Avenue (formerly South Avenue) and Stengel Street; thence in a Westerly direction following the Northerly line of Shore Avenue 75 feet to the Easterly line of property of May Department Stores Company, thence in a Northerly direction following said May Department Stores Company line 224.74 feet to a point on the Southerly line of property of May Department Stores Company; thence in an Easterly direction following the said line of May Department Stores Company; thence in an Easterly direction following the said line of May Department Stores Company, 75 feet to the Westerly line of Stengel Street; thence in a Southerly direction following said line of Stengel Street 224.74 feet to the Northerly line of Shore Avenue at the place of beginning. EEING the same premises which The Martin Hardsoog Concerny, also known as The Martin Hardsoog Co. Incorporated, A Corporation under the laws of the Commonwealth of Pennsylvania, by its Deed dated January 28, 1955 and recorded February 14, 1955 in the Recorder of Deeds Office of Allegheny County, Fennsylvania in Deed Book Volume 3401, page 98, granted and conveyed unto The May Department Stores Company, A Corporation under the laws of the State of New York.

TOGETHER with that portion of Stungeon Street between Reedsdale Street and South (Shore) Avenue vacated by Ordinance No. 50 of the City of Pittsburgh approved Jure 29, 1952; also together with that portion of Stroble Street between Galveston Avenue and Stangel Street, and that portion of Stengel Street between South (Shore) Avenue and Reedsdale Street, said Stroble Street and Stengel Street vacated by Ordinance No. 542 of the City of Pittsburgh, approved December 18, 1958.

TOGETHER, all of the above-described premises being designated as Block 7-M, Lot Nc. 76 in the Deed Registry Office of Allegheny County, Fennsylvania.

BEING the same premises which vested in the Public Auditorium Authority of Pittsburgh and Allegheny County (now known as the Sports and Exhibition Authority of Pittsburgh and Allegheny County) by the following deeds:

- deed dated August 26, 1999 from Stadium Authority of the City of Pittsburgh recorded in Deed Book Volume 10565, Page 470 as last rerecorded in Deed Book Volume 10657, Page 23 (as to Parcel IA and IB)
- deed dated May 11, 1999 from The May Department Stores Company recorded in Deed Book Volume 10475, Page 475.

(As to Parcels One, Two, Three, Four, Five and Six)

EXHIBIT B

<u>Site Plan</u>

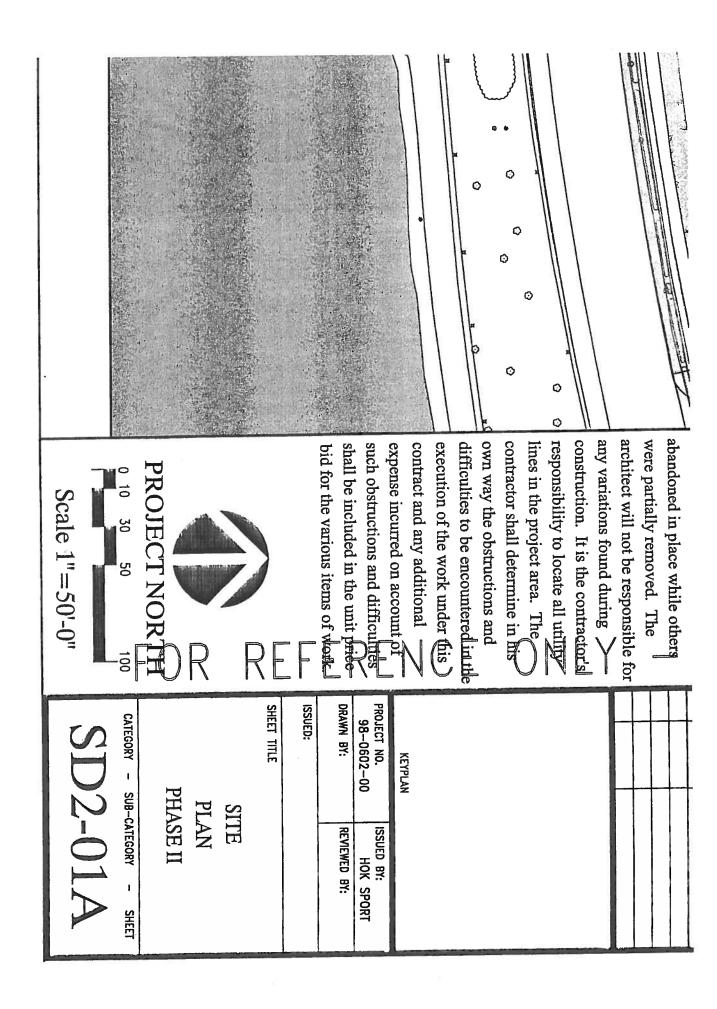


EXHIBIT C

Project

The Project includes construction of an open air sports facility in Pittsburgh Pennsylvania, designed primarily for NFL football. The site for the facility is located in the 22^{nd} Ward of the City of Pittsburgh. The facility will be designed by HOK Architects, Inc. and consists of a multi-level facility with approximately 65,000 seats, 120 private suites, club lounges, team store, administrative offices for the Pittsburgh Steelers and a natural grass playing field.

The entire Work anticipates construction of approximately 1.5 g.s.f. of usable space and is more fully described in the Construction Management Agreement.

Adjoining the Project, and at times concurrent with the Work, will be additional separate construction activities including building demolition, utility relocations and improvements and road relocations. The Construction Manager will coordinate the Work with such separate work and, as may be required, provide oversight of such separate work in an effort to prevent interference with the Work. 496260_1

EXHIBIT D

Permitted Encumbrances

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

- 1. Easements or servitudes which are unrecorded or are apparent from an inspection of the premises and any variation in location or dimensions, conflict with lines of adjoining property, encroachments, projections or other matters which might be disclosed by an accurate survey of the premises.
- 2. All coal and mining rights and all rights relating thereto.

THIS DOCUMENT DOES NOT INCLUDE OR INSURE THE TITLE TO THE COAL AND THE 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.

NOTE: Policy insures against future surface operations on the premises insured.

AS TO PARCELS IA AND IB:

- 3. Rights of others in an access easement for ingress, egress and regress, fifty (50') feet in width, as shown on the aforesaid Land Acquisition Map.
- 4. License Agreement dated January 12, 1968, by and between Urban Redevelopment Authority of Pittsburgh, Stadium Authority of the City of Pittsburgh and Equitable Gas-Energy Company recorded in Deed Book Volume 4468, Page 447.
- 5. The following covenants:

a) Devote the Property to, and only to and in accordance with the uses specified in, and comply with the controls and restrictions with respect to the Property, contained in Section C of the Redevelopment Area Plan, including the Urban Renewal Plan (hereinafter referred to as the "Plan"), which Plan is to be recorded in the Office of the Recorder of Deeds of Allegheny County, Pennsylvania, and the Disposition Contract dated July 5, 1966 ("Disposition Contract"), recorded in Deed Book Volume 4467, Page 659 and the Amendment thereto dated as of March 1, 1968, likewise to to be recorded;

Property or any part thereof; and the Grantee, for itself and its successors and assigns further agrees that said covenants shall be enforceable by the Grantor for said entire period of time without regard to whether the Grantor is or remains an owner of any land or interest therein to which said covenants relate.

- 6. Right of way for a trunk sewer line of Allegheny County Sanitary Authority which crossess a small portion of the premises near the intersection of Allegheny Avenue and North Shore Drive.
- 7. Rights of others in the use of Allegheny Avenue and Sproat Way as streets to the same extent as though the same had been dedicated to and accepted by the City of Pittsburgh as public streets.
- 8. Right of way for a trunk sewer line of Allegheny County Sanitary Authority across the southerly portion of the premises and to thirty-foot and forty-foot rights of way for combinations sewers of the City of Pittsburgh in the western portion of the premises.
- 9. Rights of others in the use of Mass Transit Road, Stadium Drive East, Stadium Drive West and relocated Reedsdale Street as streets to the same extent as though the same had been dedicated to and accepted by the City of Pittsburgh as public streets.
- 10. Rights of others in easements for existing pedestrian underpasses beneath Allegheny Avenue, Stadium Drive West, Mass Transit Raod and North Shore Drive.
- 11. Utility easements as shown on the plans.
- 12. The following easements:

a) Easement for highway purposes granted to the Commonwealth of Pennsylvania, Department of Highways by Urban Redevelopment Authority of Pittsburgh by its deed dated March 8, 1967 and of record in the Office of the Recorder of Deeds of Allehgeny County, Pennsylvania in Deed Book Volume 4387, Page 301; and

b) An agreement between Commonwealth of Pennsylvania Department of Transportation and Urban Redevelopment Authority of Pittsburgh respecting future

b) Not effect or execute any agreement, lease, conveyance or other instrument whereby the Property or any part thereof is restricted upon the bases of race, religion, color, creed or national origin the sale, lease or occupancy thereof;

c) Not discriminate in the use, sale or lease of any or all of the Property or buildings or structures thereon against any person because of race, creed, color, religion or national origin; nor shall any person be deprived of the right to live on the Property or use any of the facilities therein by reason of race, creed, color, religion or national origin;

d) Comply with all State and local law, in effect from time to time, prohibiting discrimination or segregation by reason of race, religion, color or national origin in the sale, lease or occupany of the Property;

e) Require of any Grantee, lessee or other transferee that any Improvement contracted upon the Property shall be subject to the certification of the Grantor. Any said transferee shall be without power to sell, lease or otherwise transfer the Property or any part thereof without the prior written consent of the Grantor until the Grantor shall certify in writing that the Improvements have been completed in accordance with the Plan;

f) Make no changes in the Improvements after the completion of the construction thereof which would constitute a major change in said Improvement or in the utilization of the Property except with the written approval of the Grantor; and

g) Commence and complete the construction of the Improvements to the Property in accordance with the said disposition contract and Amendment thereto.

h) That the aforesaid covenants shall be covenants running with the land and shall be in effect until December 18, 2003, except for the covenants provided in paragraphs 5(b), 5(c), and 5(d) above, which shall remain in effect without limitation as to time and shall be enforceable by the Grantors, its successors and assigns, the City of Pittsburgh, the United States of America (in the case of the covenants provided in subdivisions (b) and (c) of Section 5 above), or any successor in title to the Grantee of any of the Property, or by any party interested in any of the real property or any part thereof covered by said Plan against the Grantee, its successors and assigns of the Property or any part thereof or any interest therein, and any party in possession or occupancy of the

easements for highway purposes as follows:

i) An easement for the northbound and southbound ramps of L.R. 1021, the center line of which, or a line midway between the center lines of which, begin at a point on the line of the easement granted in subparagraph 16(a) hereinabove distant as follows from the intersection of the easterly line of L.R. 1039 and the northerly line of L.R. 1021; approximately 24 feet in an easterly direction along said last mentioned line and thence on a radial line approximately 16.5 feet to the center line, the place of beginning; thence eastwardly by the arc of a circle deflecting to the right, having a radius of approximately 948 feet, an arc distance of approximately 905 feet to a point on the westerly line of Cremo Street;

ii) an easement for the westbound ramp of L.R. 1039 (Ramp V), the center line of which begins at a point South 87° 28' 09" East approximately 205 feet from a point on the westerly line of Scotland Street, which latter point is approximately 60 feet distant along said last mentioned line from its intersection with the northerly line of Reedsdale Street; thence from said place of beginning eastwardly South 87° 28' 09" East, approximately 87 feet to a point; and thence by the arc of a circle deflecting to the left, having a radius of 1909.859 feet, an arc distance of approximately 497 feet to the westerly line of Cremo Street; and

iii) an easement for the eastbound ramp of L.R. 1039 (Ramp W), the center line of which begins approximately at the intersection of the westerly line of Scotland Street and the northerly line of Reedsale Street; thence South 87° 28' 09" East, 293.82 feet to a point; and thence by the arc of a circle deflecting to the left, having a radius of 1909.859 feet, an arc distance of approximately 479 feet to the westerly line of Cremo Street.

13. The following License Agreements:

a) for construction of underground communication system from the Urban Redevelopment Authority of Pittsburgh, Stadium Authority of the City of Pittsburgh to The Bell Telephone Company of Pennsylvania, dated June 8, 1967, recorded at Deed Book Volume 4405, Page 391.

b) For underground electricial system from Urban Redevelopment Authority of

Pittsburgh, Stadium Authority of the City of Pittsburgh to Duquesne Light Company, dated July 25, 1967, recorded at Deed Book Volume 4468, Page 191.

c) For underground communication system from Urban Redevelopment Authority of Pittsburgh, Stadium Authority of the City of Pittsburgh to the Bell Telephone Company of Pennsylvania, dated June 8, 1967, recorded at Deed Book Volume 4468, Page 181.

d) For construction of underground system for transmission, etc., of steam, hot water and chilled water services from Urban Redevelopment Authority of Pittsburgh, Stadium Authority of the City of Pittsburgh to Equitable Gas and Energy Company, dated January 12, 1968 and recorded at Deed Book Volume 4468, Page 447.

e) For construction of communication system from Urban Redevelopment Authority of Pittsburgh, Stadium Authority of the City of Pittsburgh to the Bell Telephone Company of Pennsylvania, dated July 12, 1968, recoded in Deed Book Volume 4596, Page 292.

- 14. Right of way for underground electrical system from Stadium Authority of the City of Pittsburgh to Duquesne Light Company, dated November 16, 1989, recorded in Deed Book Volume 8148, Page 63.
- 15. The following matters as incorporated in the deed from Urban Redevelopment Authority of Pittsburgh to Stadium Authority of the City of Pittsburgh, dated October 23, 1970 and recorded in Deed Book Volume 4903, Page 741:

a) Right of way for a trunk sewer line of Allegheny County Sanitary Authority and a Thirty foot and forty foot right of way for combination sewers of the City of Pittsburgh;

b) Any interest in Shore Avenue which abuts the northerly line of premises upon the vacation thereof by the City of Pittsburgh;

c) Covenants and restrictions; and

d) Agrements and Covenants of the grantee as set forth in the Disposition Contract relating to the Construction of Improvements dated July 5, 1966 an

recorded in Deed Book Volume 4467, Page 659.

- 16. All conditions, covenants and provisions incorporated in Redevelopment Area #16, Stadium Renewal Project, dated November 15, 1962 of record in Deed Book Volume 4706, Page 109.
- 17. First Amendment to Installment Land Security Agreement and Memorandum thereof between Allegheny County Industrial Development Authority and Miller Printing Equipment Corporation, dated November 9, 1988 and recorded November 4, 1988 and re-recorded January 10, 1989.

AS TO PARCEL II:

- 18. Condemnation between Urban Redevelopment Authority of Pittsburgh vs. May Department Stores Company for the purpose of taking part of Reedsdale Street, filed July 23, 1966 at No. 948 October, 1966.
- 19. Rights reserved in the vacation of Sturgeon Street passed June 29, 1959 by Order No. 50.
- 20. Rights reserved in the vacation of Stroble Street passed December 18, 1958 by Order No. 542.
- 21. Rights reserved in the vacation of Stengle Street passed December 18, 1958 by Order No. 542.
- 22. Right of Way for Electric and telecommunication from Stadium Authority of the City of Pittsburgh to Duquesne Light Co., dated August 17, 1999 and recorded in the Recorder's Office of Allegheny County, Pennsylvania in Deed Book Volume 10573, Page 169.
- 23. Right of way from The Stadium Authority of the City of Pittsburgh, under the Public Auditorium Authorities law of the Commonwealth of Pennsylvania to Duquesne Light Co., dated August 17, 1999 and recorded in Deed Book Volume 10573, Page 166.
- 24. Lease between Public Parking Authority of Pittsburgh and Alco Parking Corporation.

EXHIBIT E

Form of Acknowledgment of Commencement Date

Acknowledgement of Commencement Date

Made this _____ day of _____, 200_, by and between:

SPORTS & EXHIBITION AUTHORITY OF PITTSBURGH AND ALLEGHENY

COUNTY, a body corporate and politic ("Authority")

and

PSSI STADIUM CORP., a Pennsylvania corporation ("Tenant").

By this instrument the parties acknowledge that the "Commencement Date", as defined in

Article 3 of that certain Lease Agreement between the parties executed on June ____, 2000, is

_____ 200___.

WITNESS the due execution hereof:

ATTEST/WITNESS:

SPORTS & EXHIBITION AUTHORITY OF PITTSBURGH AND ALLEGHENY COUNTY

By: _____ Title: By: _____ Title:

PSSI STADIUM CORP.

Ву:	By:
Title:	Title:

EXHIBIT F

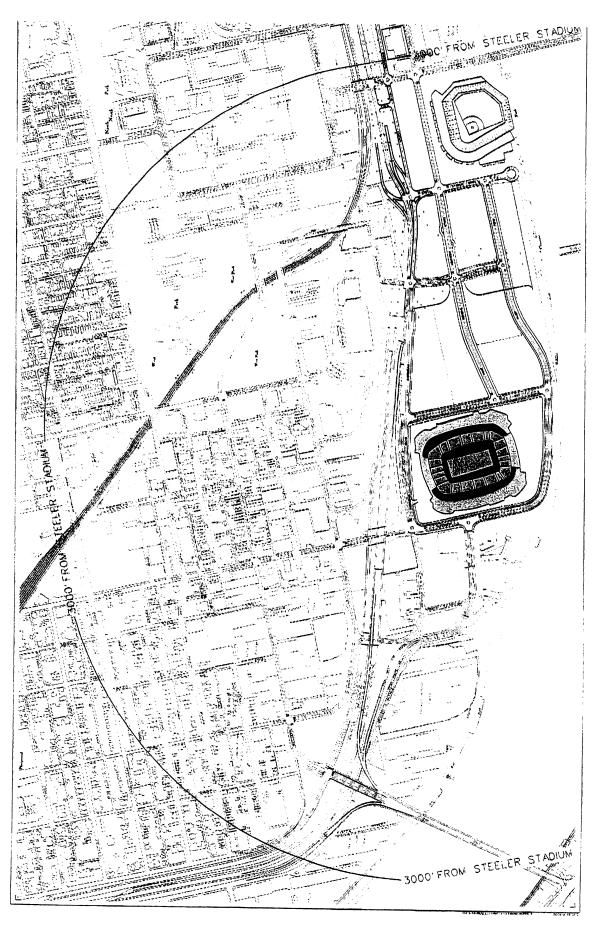
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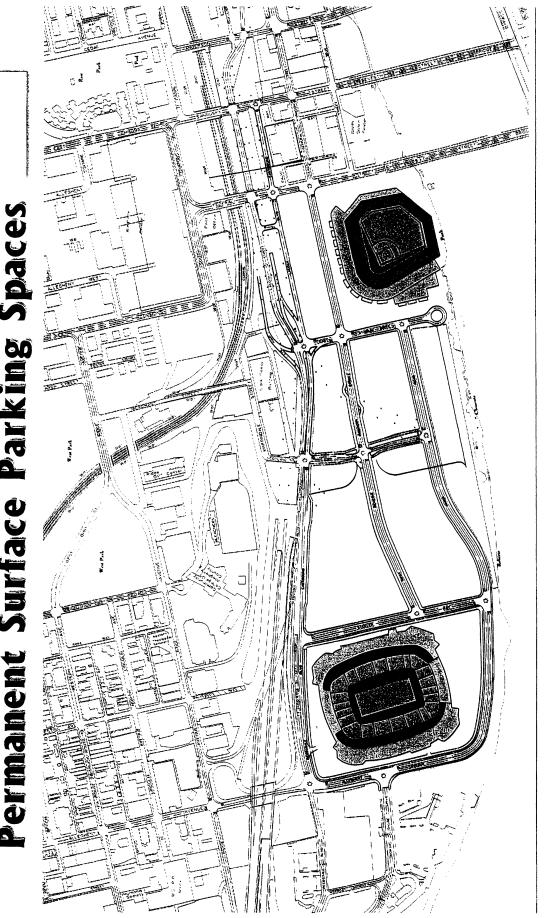
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Parking Drawings

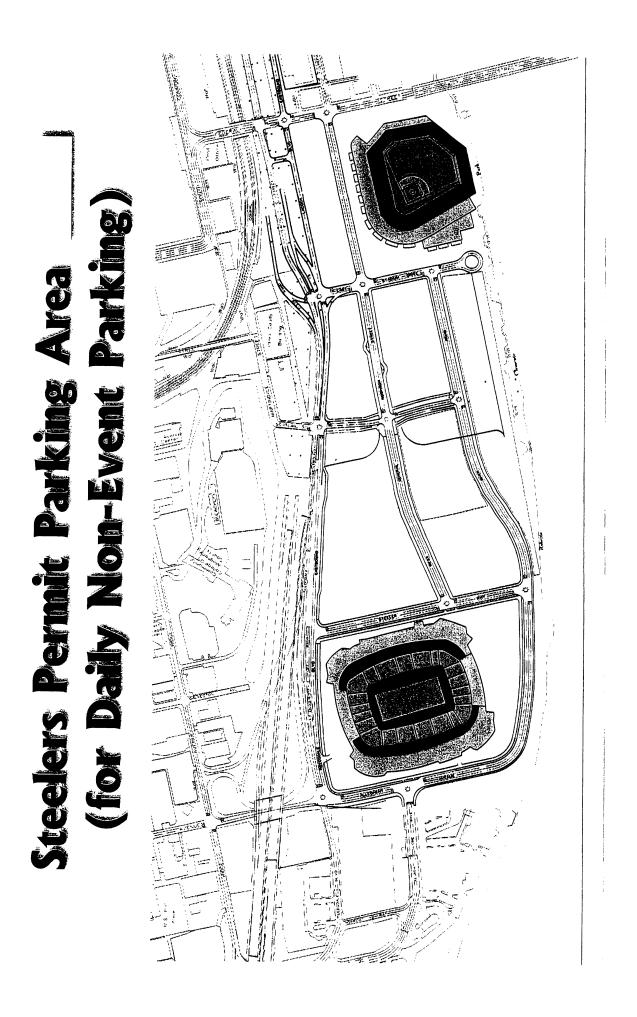
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Steelers Stadium-General Parking Spaces Within 3000 Feet

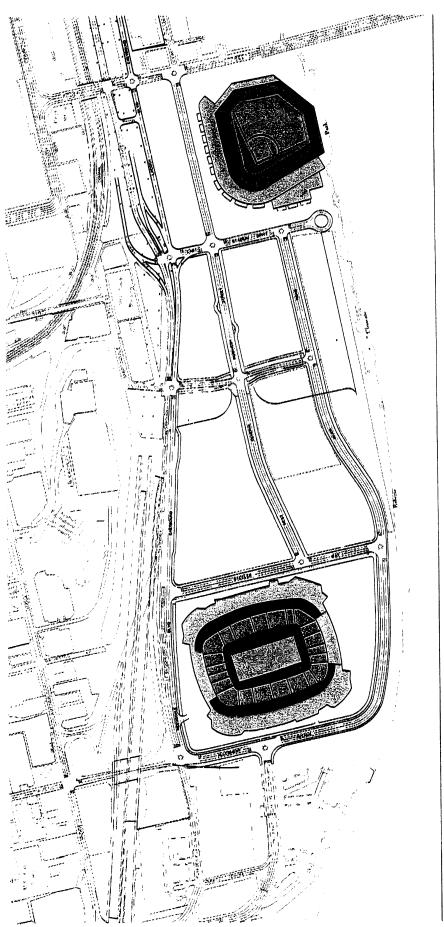


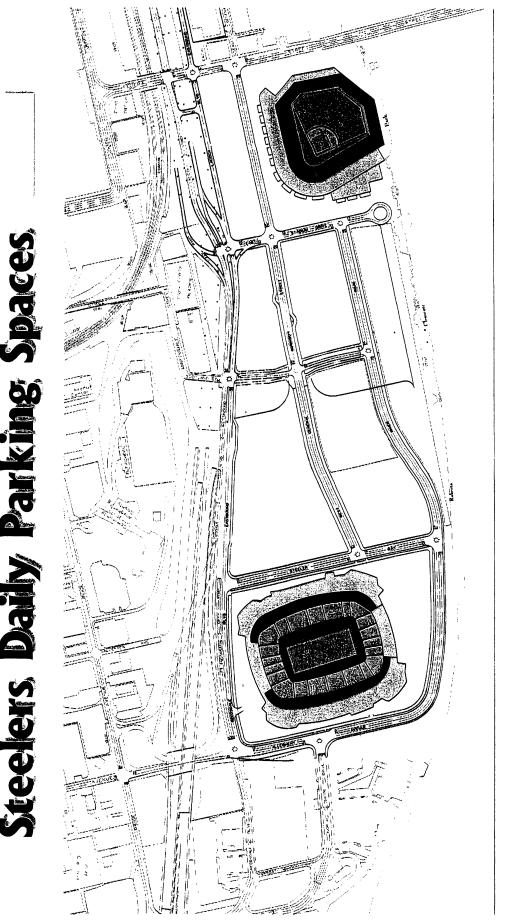


Permanent Surface Parking Spaces



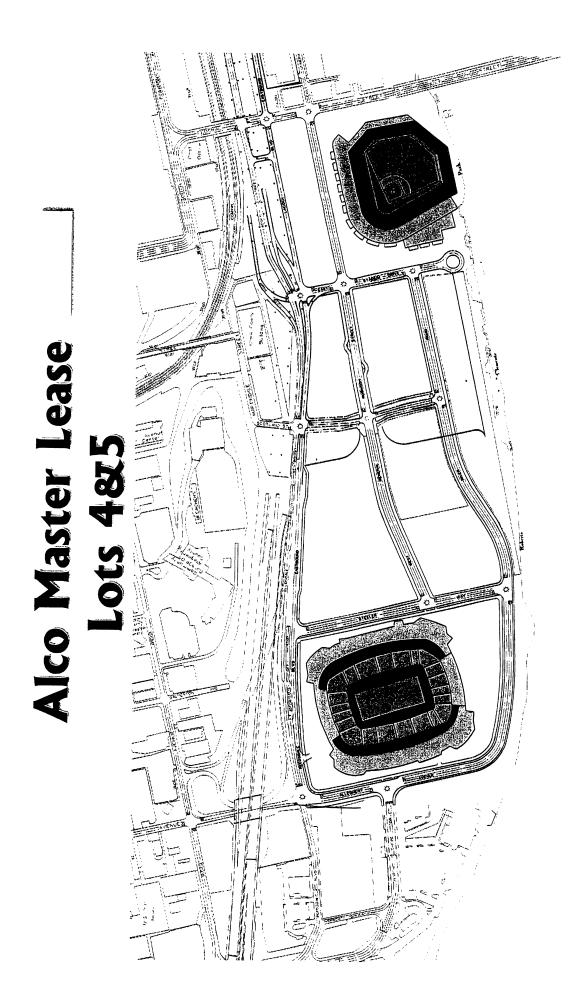
Steelers Event Day Spaces

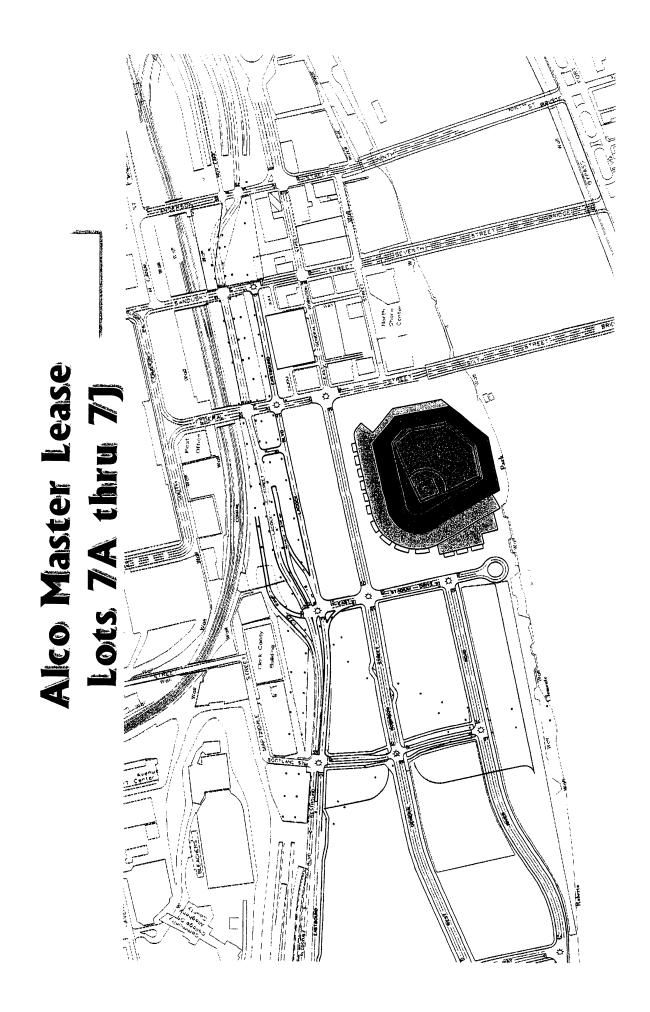


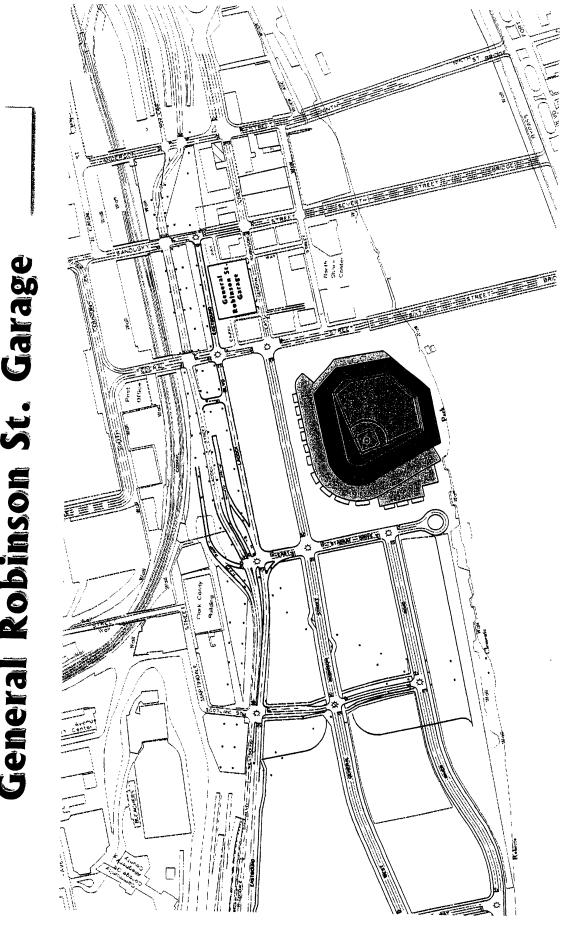


Steelers Daily Parking Spaces









General Robinson St. Garage

Exhibit G

General Terms of Option Agreement

The following general terms have been agreed upon by the Authority and the Lessee as terms which will be incorporated into the Option Agreement. To the extent necessary to fulfill its obligations under the Option Agreement, the Authority will enter into a Cooperation Agreement with the Stadium Authority of the City of Pittsburgh. The parties shall enter into the Option Agreement on or before December 31, 2000. These terms are not meant to be exclusive, it being the understanding and intention of the Authority and Lessee that the Option Agreement will contain terms, conditions, provisions and obligations in addition to those set forth in this Exhibit. When used in this Exhibit, the term "Authority" means the Authority, or the Stadium Authority of the City of Pittsburgh, the fee owner of the Option Area, as the case may be under the foregoing Cooperation Agreement. The Authority, pursuant to the Cooperation Agreement, may cause its rights and obligations hereunder to be exercised by the Stadium Authority.

Option Lessee (and its assignee or joint venture partner) to have the exclusive and irrevocable right and option to lease, (under ground lease agreements) or to direct purchase, the Option Area (as generally defined on Exhibit G-1 to the Lease) or portions thereof, subject to applicable land use and zoning laws, and the Option Area plan of development and master plan.

Term 5 years from the date of Option Agreement, with an extension available based on Lessee's compliance with requirement to exercise its options as set forth below. The expiration of said period shall be tolled by the time (in excess of 60 days) that any reasonable request for land use or zoning approval is pending with the City of Pittsburgh. The Lessee shall forfeit its option rights (and accompanying rights in the Steelers North Shore Development Fund) in the event it fails to exercise any such right, pursuant to the terms of the Option Agreement.

Exercise Lessee will lease or acquire and develop the Option Area in phases. Lessee will develop the Option Area in Phases I and II, Phase I being that portion of the Option Area bounded by "new" General Robinson Street on the north. It is anticipated that the initial development of the Option Area will occur in Phase I. In the event Lessee elects to exercise its rights pursuant to the Option Agreement, Lessee will be required to exercise at least one option (the first option) for at least 40,000 square feet of land upon the latter of December 31, 2001, or the date which is one year after the date of approval of the "Plan" (as defined herein). Thereafter, for the Option Agreement to remain in effect, Lessee will be required to lease or purchase at least 80,000 square feet of land every 12 months after the date of the exercise of the first option. So long as Lessee exercises options as to Phase I in compliance with this timetable, and acquires or leases all of the property located within Phase I (or approved substitute Phase II parcels as set forth below), the Option Term will, at election of Lessee then be extended for a single period of an additional five (5) years, so as to allow exercise as to the balance of the Option Area not acquired during the initial five (5) year period. Lessee will exercise options as to Phase II under the same timetable as was applicable to Phase I (with the first exercise of at least 40,000 square feet of land in Phase II within ninety (90) days of the start of the "Phase II" option period). Lessee may, with the consent of the Authority (which shall not be unreasonably withheld) exercise an option on a like-sized parcel in the "Phase II" area ("substitute parcel") during the "Phase II" period, which shall then be deemed for purposes of triggering the "Phase II" period, as having been an exercise in the "Phase II" area.

Lessee will agree that its lease or purchase of all or a portion of the Option Development Area will be for the purpose of developing the Option Area in accordance with the overall plan which shall be agreed upon by Authority and Lessee as set forth below. Lessee shall retain the services of a professional real estate development expert or firm (reasonably acceptable to the Authority) to assist and consult with Lessee in the planning process. Lessee shall propose a plan of development for the Option Area (which, upon approval, is the "Plan") to the Authority for the Authority's approval, in conformity with applicable laws, rules, ordinances and regulations (including the design standards established by the City Planning Department in collaboration with the North Shore Executive Committee). Lessee shall submit such Plan to the Authority within ninety (90) days of the execution of the Option Agreement. Lessee will develop the Option Area in phases in accordance with the schedule agreed upon by Authority and Lessee. The Authority shall be responsible for "Public Infrastructure" as to (a) layout and provision of the road system within the Option Area, (b) water, sewer and other publicly provided utilities, and (c) park development under the master plan. Lessee may also seek such other public participation in, or support of, development from local, state and federal government sources as would otherwise be generally available.

Schedule Lessee will commence construction work (and will provide a completion guarantee or other security in a form substantially similar to that typically provided to a commercial lender) on a development parcel within sixty (60) days of execution of the ground lease or deed for the parcel by Lessee and the Authority. In addition to any other remedy, in the event of a failure by Lessee to so commence and provide such guarantee and such failure by Lessee is not cured or remedied within three months after written demand by Authority to do so, then Authority shall have the right to re-enter and retake possession of the parcel in question and to cancel the ground lease for such parcel, or receive a reconveyance of such parcel.

Joint Venture/ Partnership

The Pittsburgh Pirates ("Pirates") (or its assignee) will be involved in the development of the Option Area, and the partnership or joint venture between Lessee and the Pirates will exercise the Lessee's rights hereunder, pursuant to a joint venture/partnership agreement, as described below. Lessee will partner or venture with the Pirates in developing the Option Area, pursuant to an arrangement which shall, at minimum, provide:

- Lessee and Pirates enter into a joint venture/partnership development agreement for the site bound by Steeler Way, Avenue of the Pirates, Reedsdale Street, and North Shore Drive/Roberto Clemente Park (Option Area) containing approximately 26.65 acres, net of public improvements. The "Option Area" shall include that portion of Exhibit G-1 referenced as "<u>Parcel A</u>", if and only if it is otherwise transferred to the Option Area by the Authority. To the extent one or more "Option Area Garages" are developed under the Lease, such garages are not included as a component of the "Option Area", without the agreement of the Authority. This description defines the Option Area, and is not a stipulation that the entire parcel can be developed.
- 2. The joint venture/partnership will enter into an Option Agreement with the Authority for the purpose of undertaking a mixed use development under the Plan.
- 3. The joint venture/ partnership will secure the services of a real estate professional or a development firm to provide the required expertise and support for the development activities, which shall be reasonably acceptable to the Authority.
- 4. The joint venture/ partnership will engage in a master planning process with the North Shore Executive Committee (which will include representation from, among others, the Riverlife Taskforce). This process will result in a detailed development plan that will adhere to design standards established by the City Planning Department.
- 5. The joint venture/partnership would enter into a land lease or leases (or purchase) for approximately 25.65 acres +/- within the option Area.
- 6. The joint venture/ partnership recognizes that ALCO Parking still retains a lease interest in the Stadium Authority parking lots 4 and 5. The joint venture/ partnership will cooperate with the Stadium Authority of the City of Pittsburgh and the Sports & Exhibition Authority in their efforts to repurchase this leasehold interest from ALCO. The joint venture/ partnership must recognize that the Stadium Authority and the SEA do not have the resources presently to

repurchase this leasehold interest. However, the repurchase of the leasehold interest may be secured through replacement parking or revenues generated from the land leases within the Option Area.

7. The terms of the joint venture/partnership agreement shall be subject to approval by the Authority, limited to assuring conformity with the terms of the Lease and the Option Agreement, and to assure that it contains mechanisms to conclusively make all decisions and take such actions as may be necessary to accomplish the development timetable as set forth herein without deadlock between the joint venturers. Such agreement shall also provide for the coordination of receipt/disposition under that arrangement of the Pirates' and Steelers' "North Shore Development Funds." That agreement (or a substitute arrangement acceptable to the Authority) shall be in place and effective on or before the date of the Option Agreement.

- Inspection After the execution of the Option Agreement, Lessee shall have the right to cause authorized representatives of Lessee to enter upon the Option Area, to conduct due diligence, feasibility studies, and other analysis, pursuant to a License Agreement to be entered into by the Authority, the Stadium Authority and Lessee.
- Subdivision If the Option Area is not legally subdivided into parcels as contemplated by the Plan, then the Lessee shall, at its sole cost, prepare a subdivision plan with respect to the Option Area. The exact lot lines for the parcels, the location of streets and accessways and all other material matters depicted on the subdivision plan must be acceptable to the Authority, which acceptance shall not be unreasonably withheld, and subject to their prior written approval. Once such approval is given, the Authority shall submit the subdivision plan for preliminary approval to the proper governmental officials and thereafter pursue the subdivision application and approval process.
- Representations The Option Agreement shall contain such agreements, representations, warranties, covenants, indemnities and conditions by Authority and by Lessee as are customary in similar transactions and as shall be agreed to by the parties.
- Closings Once Lessee exercises an option to purchase or lease a parcel, the Authority and Lessee will agree to work in good faith to close the transaction (i.e., enter into a ground lease or deed for the parcel) at the earliest possible date.

Restrictions on Transfers

(a) Subject to conformity by Lessee with all terms of the Option Agreement, during the term of the Option Agreement, the Authority will not offer to sell, or sell, transfer or convey any part of the Option Area to any third party,

without the prior written consent of Lessee, which may be granted or withheld in Lessee's sole discretion.

(b) Lessee shall have the right to assign, in accordance with the terms of the Lease and the Development and Operating Agreement, its rights under the Option Agreement (together with Lessee's rights under the Lease and Development Agreement) to any purchaser of Lessee's Team franchise ("A Permitted Transfer"). Other than a Permitted Transfer, Lessee may transfer its rights under the Option Agreement only with the Authority's approval.

(c) In addition, the transfer of rights to a particular parcel (at closing) after exercise by Lessee shall also be deemed a "Permitted Transfer." Any such transferee shall be the party obligated to commence construction and provide the completion guarantee or security as set forth in the "Schedule" paragraph set forth above.

Non-exclusive List of Terms for Ground Leases/Purchases

Each ground lease/property purchase for a parcel shall include the following general terms:

The purchase price for a direct purchase will be determined by two (a) qualified appraisers, one selected by the Lessee and one selected by the Authority. In each case the appraiser must be approved by the other party, which approval will not be unreasonably withheld. Each appraiser will perform an independent appraisal within thirty (30) days. If the two appraisers cannot agree on a value and the higher appraisal is less than 110% of the lower appraisal, then the average of the two appraisals will be the agreed purchase price. If the two appraisers cannot agree and the higher appraisal exceeds 110% of the lower appraisal, then the two appraisers shall select a third qualified appraiser. The third appraiser will appraise the property and the value of the property will be the average of (i) the third appraisal and (ii) the initial appraisal closest to the third appraisal. Each appraiser will be instructed to appraise the property based upon a commercial developer buying the Option Area in bulk as raw land to be developed (with consideration of the above-referenced "Public Infrastructure"). The appraisers shall be instructed to consider comparable land values (and land conditions) to be the price paid for land in other commercial re-development projects recently completed in the North Shore area, i.e., the Lincoln at North Shore apartment complex and Alcoa's headquarters building. Prices paid for assemblage of land parcels for the Pirates ballpark or Steelers Stadium shall not be considered as comparable prices for purposes of this determination.

(b) The term of each ground lease shall be 99 years, with the Lessee having the right (exercisable at anytime) to purchase each parcel in fee simple at the

price set under Section (a)(1). In the event Lessee acquires a parcel by ground lease only, the rent under such Lease shall be set under Section (b)(1).

(b)(1) If the Lessee elects to acquire the land under a ground lease, then the lease rental will be based on the fair market rental value of the raw land determined using the appraisal method described above. Rent components under the ground lease may consist of either one or both of a base rent and a percentage of net or gross revenues received by the joint venture (as opposed to the net or gross revenues of the actual occupants).

(b)(2) The purchase price/ground lease rents as determined by (a) and (b)(1) above will be set at the time the Option Agreement is executed.

(c) Lessee shall be responsible to pay all real estate taxes, assessment and other charges assessed against a parcel. Taxes shall not include, however, any assessment or impact fee relating to the initial construction of the infrastructure on the parcel such as the widening of roads, traffic signals, installation of sewer lines and sanitary and storm drainage systems. Transfer taxes shall be paid from the Development Fund (if funds are available); any additional amounts shall be paid by Lessee.

(d) Lessee shall have the right to enter into agreements with utility companies and governmental agencies creating easements in favor of such utility companies or governmental agencies in order to service any improvements on the leased premises, and Authority covenants and agrees to consent thereto and to execute any and all documents and to undertake any and all actions in order to effectuate the same, as long as same do not materially adversely affect the Authority or the Option Area.

(e) Subject to the limitations set forth herein, Lessee shall have the right to assign a ground lease, or to sublet all or any portion of the leased premises, provided that (i) subsequent to any such subletting Lessee remains primarily liable for the payment and performance of Lessee's obligations under the lease and, (ii) in the case of an assignment, the assignee shall assume all of Lessee's liabilities and obligations under the lease and Lessee shall be fully relieved of all liabilities and obligations under the lease arising from and after the date of such assignment. Lessee shall send the Authority a copy of any sublease or assignment and assumption agreement within fifteen (15) days after the full execution and delivery thereof by Lessee and the subtenant or assignee. In all events, any assignee or subtenant shall agree to be bound by the Option Area Plan, and applicable leases, and any assignee shall demonstrate financial viability acceptable to the Authority.

(f) Lessee shall at all times have the right to encumber by mortgage or other instrument in the nature thereof as security for any debt, all of Lessee's right, title and interest under the ground lease including, without limiting the

generality of the foregoing, Lessee's right to use and occupy the premises together with its rights and interests in and to all buildings, improvements, and fixtures now or hereafter placed on the premises; in all respects, however, subordinate and inferior to the Authority's rights, title, privileges and interests as may be provided in the lease; provided that Lessee shall, in no event, except as provided in Lessee's option to purchase the fee interests as set forth above, have the right to, in any way, encumber the Authority's fee simple title and reversionary interest in and to the leased premises. Provided, however, that Authority agrees that it shall enter into agreements reasonably requested by a Lender to protect the interests of the Lender in the leasehold estate if Lessee demonstrates to the Authority's reasonable satisfaction that such agreement is necessary to obtain financing by Lessee on commercially reasonable terms. If required by Lessee or Lessee's mortgagee, a memorandum of the lease shall be executed and acknowledged by the parties, describing the premises and setting forth the term of the lease, which memorandum may be recorded at the cost and expense of Lessee. So long as any such leasehold mortgage is in effect, the following provisions shall apply: (i) the Authority shall serve a copy of any notice of default required to be served on Lessee under the ground lease upon such leasehold mortgagee, (ii) in the event of a default by Lessee under any ground lease, a leasehold mortgagee shall, within the period allowed Lessee to cure such default, have the right to cure such default, and the Authority shall accept such performance by or on behalf of such leasehold mortgagee as if the same had been made by Lessee, and (iii) upon the occurrence of an event of default, the Authority shall take no action to terminate the ground lease without first giving to the leasehold mortgagee written notice thereof and a reasonable time thereafter within which either (A) to obtain possession of the leased premises and the improvements thereon or (B) to institute, prosecute, and complete foreclosure proceedings or otherwise acquire Lessee's interest in the lease. In the event the default is the nonpayment of money, the payments due must be brought current and the reasonable time shall be ten (10) business days.

(g) The Authority shall covenant and warrant that Lessee and Lessee's sublessees, customers, invitees, employees and visitors shall have continuous access to the leased premises from the entries depicted on the Plan and the Authority shall not cause or allow any interference therewith. This provision applies whether the parcel is acquired by deed or lease.

(h) Should either party to a ground lease (or a parcel acquired by deed) be delayed or hindered in, or prevented from the performance of any of its agreements or obligations hereunder and such delay or hindrance is due to strike, lockout, acts of God, governmental restrictions, enemy act, civil commotion, unavoidable fire or other casualty, or other causes beyond the control of such party, then the time for performance of such agreement of such obligation shall be extended for a period equivalent to the period of the delay.

(i) Prior to offering any part of the Option Area leased by Lessee for sale to third parties, the Authority shall first notify Lessee of its intention to sell a parcel or parcels, and, unless Lessee notifies the Authority within thirty (30) days that Lessee will purchase such parcel or parcels at the price set by the process in (a) above, the Authority may sell the parcel or parcels to a third party, under and subject to the lease, and Lessee shall have no further right or option to purchase that parcel.

Commencing with Lessee's acquisition (by lease or purchase) of (i)(1)the first Phase I parcel, and thereafter upon each acquisition (by purchase or ground lease) of a portion of the land comprising a Phase I parcel, the Joint Venture will be entitled to a proportionate share of i) the then current balance of the Steelers' North Shore Development Fund and ii) any contributions thereafter made to the Steelers' North Shore Development Fund. The amount of the Joint Venture's proportionate share of the then current balance of the fund will be determined at the time of each individual acquisition and will be the percentage determined by dividing (a) the square footage of the parcel acquired, by (b) the total square footage of Phase I immediately prior to the first acquisition or ground lease of a portion of Phase I pursuant to the Option Agreement. The Joint Venture's total proportionate share of all future contributions to the fund shall be equal to the percentage of all prior portions of Phase I purchased or leased by the Joint Venture as of the applicable date as a percentage of the total square footage of Phase I as described above. The Joint Venture will be paid its proportionate share of any then current balance of the Steelers' North Shore Development Fund upon the closing of the subject acquisition or ground lease by the Joint Venture. The Joint Venture will be paid its proportionate share of any future contributions to the Steelers' North Shore Development Fund within ten (10) business days after such moneys are contributed to the fund. There shall be no restrictions on the Joint Venture's use of any moneys paid to it from the Steelers' North Shore Development Fund. These same procedures shall apply as to Phase II parcels. If, and only if, the entire Option Area is fully developed pursuant to the Plan, on the above-stated timetable, then any balance remaining in the Steelers' North Shore Development Fund shall be paid to the Lessee. Otherwise, any funds remaining in the Steelers' North Shore Development Fund shall remain in such fund for use by the Authority for development.

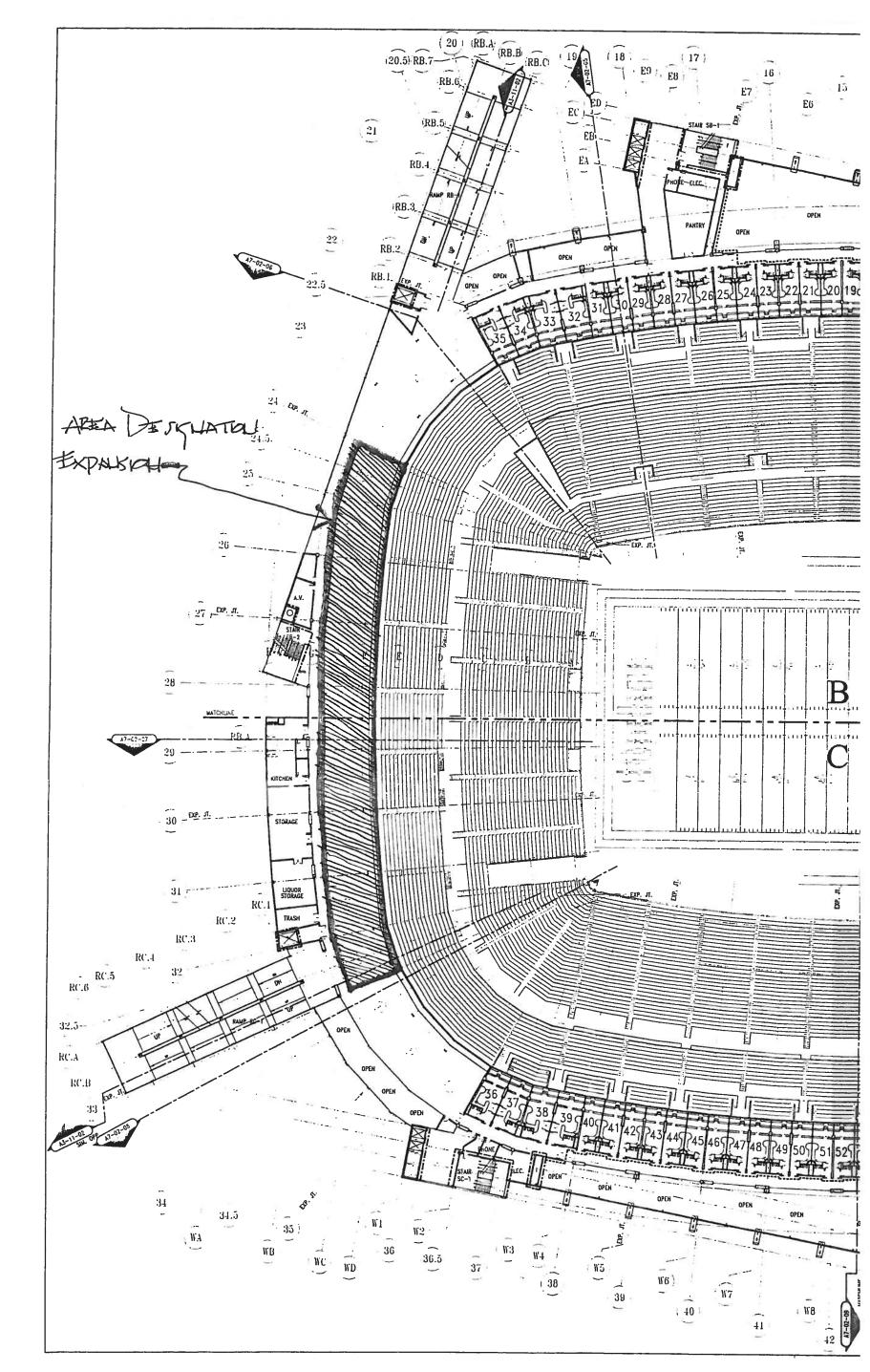
(j)(2) In addition to the disbursements under (j)(1) above, to the extent Lessee is an equity investor or participant in the development of a given parcel (utilizing its own funds), the Authority may further release funds for legitimate project/development costs; further Authority will also release amounts from the Fund totalling not greater than \$250,000 for Lessee's documented, reasonable pre-development expenses.

The ground lease/deed terms set forth above are not intended to be exclusive in nature, it being the understanding and intention of the Authority and Lessee that, during the Option Negotiating Period, the Authority and Lessee shall negotiate in good faith the other commercially reasonable terms of each ground lease/purchase for each parcel.

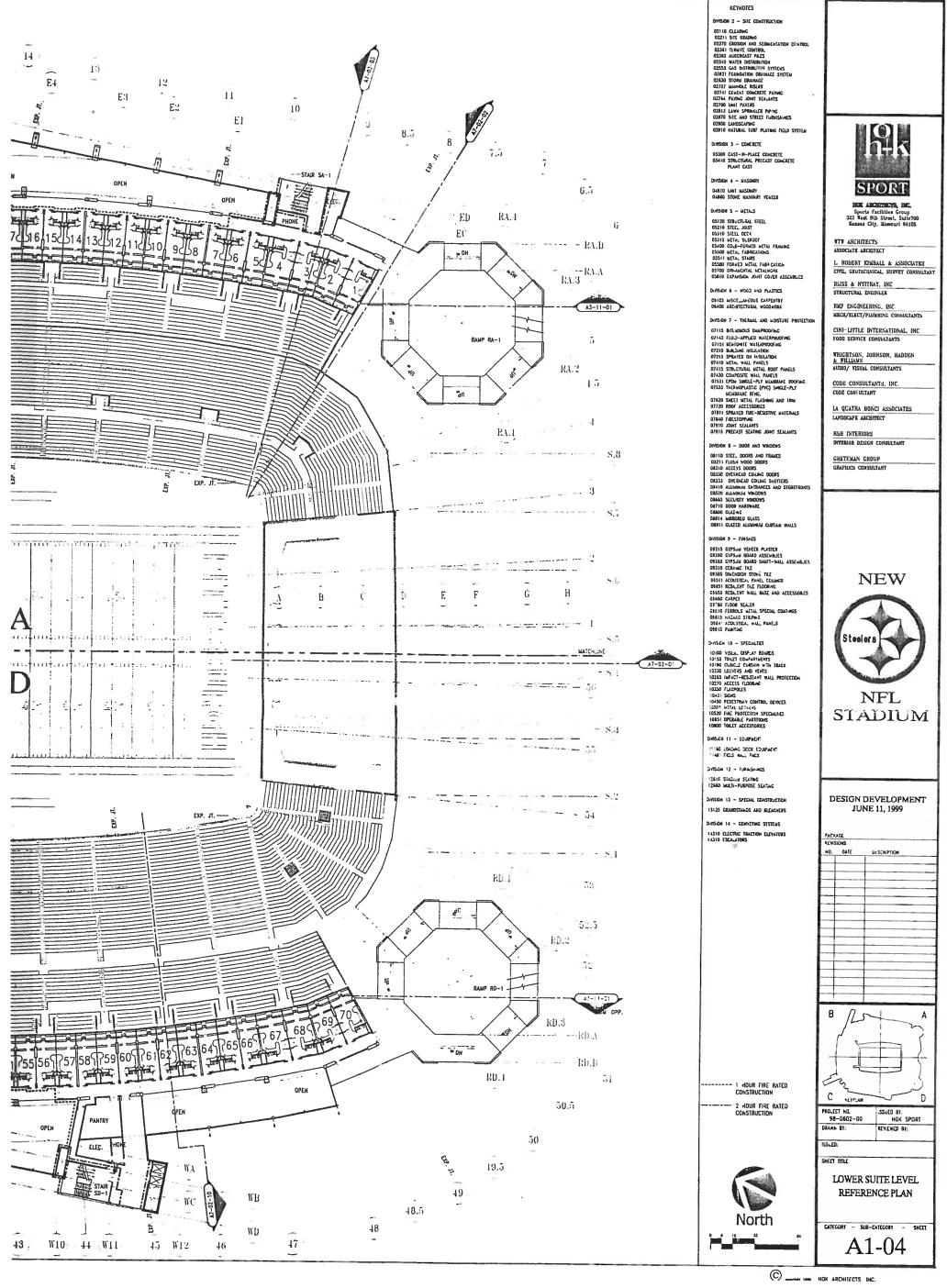
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EXHIBIT H

Area of Designated Expansion



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