

**TERM SHEET
FOR
PROPOSED MODIFICATIONS TO COMPREHENSIVE OPTION AGREEMENT**

November 16, 2017

- 1. Parties:** Pittsburgh Arena Real Estate Redevelopment LP (“**Optionee**”), the Sports & Exhibition Authority of Pittsburgh and Allegheny County (“**SEA**”) and the Urban Redevelopment Authority of Pittsburgh (“**URA**”). SEA and URA may be referred to collectively as “**Seller**”. Optionee and Seller may be referred to collectively as the “**Parties**”.
- 2. Background:** Pursuant to a Comprehensive Option Agreement dated September 11, 2014 (the “**Option Agreement**”), Seller granted to Optionee redevelopment option rights with regard to a site comprising approximately 21.50 developable acres of land located in the Lower Hill District, Pittsburgh, Pennsylvania (the “**Option Premises**”). Capitalized terms used and not defined in this Term Sheet have the meaning given such terms in the Option Agreement.
- 3. Option Agreement**

Modifications: The Parties desire to modify certain provisions of the Option Agreement. Such modifications would be set forth in an agreed-upon amendment or amendment and restatement of the Option Agreement (the “**Amendment**”). Material provisions of the Amendment shall be as follows:

 - A. Elimination of Redevelopment Credits. Except as provided in Paragraph 3.K.i. or 3.K.iii. below, the \$14,525,000.00 in Redevelopment Credits referenced in Section 3.2 of the Option Agreement are forever and irrevocably eliminated as of the date of the Amendment.
 - B. Changes to Option Term: The requirements for the Option Premises to be Taken Down in 12-month Option Periods (including the concept of a carryover of excess Take Downs as provided in Article VIII of the Option Agreement), as well as the requirement for Optionee to forfeit a portion of the Option Premises following its failure to Take Down a required Take Down Increment during such Option Periods, are forever and irrevocably eliminated as of the date of the Amendment. Instead, the Option Term and Take Down requirements will be as follows:

 - i. An aggregate amount of at least 6.45 acres of the Option Premises (calculated in accordance with Paragraph 3.B.v. below) must be Taken Down as of October 22, 2020 (the “**First Interim Takedown Requirement**”). If the First Interim Take Down Requirement is not met for any reason other than a Public Development Delay as provided in Paragraph 3.J. or 3.K. below, then Optionee and Operator shall forfeit their respective rights to receive twenty percent (20%) of the Net

Revenues from their continued operation of surface parking spaces on the Option Premises from and after October 23, 2020 through October 22, 2023 (the “**Forfeited Revenues**”). Within sixty (60) days after the expiration of each full calendar quarter of the Option Term between January 1, 2021 and December 31, 2023, Optionee shall cause the applicable amount of Forfeited Revenues attributable to the immediately preceding calendar quarter to be deposited into an escrow fund jointly established by Optionee and Seller (the “**Escrow Fund**”).

- ii. An aggregate amount of at least 10.75 acres of the Option Premises (calculated in accordance with Paragraph 3.B.v. below) must be Taken Down as of October 22, 2023 (the “**Second Interim Takedown Requirement**”; each of the First Interim Takedown Requirement and the Second Interim Takedown Requirement may be referred to as an “**Interim Takedown Requirement**”). If Optionee does not meet the Second Interim Take Down Requirement for a reason other than a Public Development Delay as provided in Paragraph 3.J. or 3.K. below or a Material Adverse Effect as provided below, then (a) the Forfeited Revenues deposited into the Escrow Fund pursuant to Paragraph 3.B.i. above shall be released from the Escrow Fund and deposited into the Greater Hill District Reinvestment Fund and (b) an additional twenty percent (20%) of the Net Revenues received by Optionee and Operator from their continued operation of surface parking spaces on the Option Premises from and after October 23, 2020 through October 22, 2023 shall be deemed to be Forfeited Revenues hereunder and the amount thereof shall be deposited by Optionee into the Greater Hill District Reinvestment Fund.

If Optionee meets the First Interim Takedown Requirement but does not meet the Second Interim Takedown Requirement for a reason other than a Public Development Delay as provided in Paragraph 3.J. or 3.K. below or a Material Adverse Effect as provided below, then twenty percent (20%) of the Net Revenues received by Optionee and Operator from their continued operation of surface parking spaces on the Option Premises from and after October 23, 2020 through October 22, 2023 shall be deemed to be Forfeited Revenues hereunder and the amount thereof shall be deposited by Optionee into the Greater Hill District Reinvestment Fund. If Optionee does not meet the First Interim Takedown Requirement for a reason other than a Public Development Delay as provided in Paragraph 3.j. or 3.K. below but meets the Second Interim Takedown Requirement, then all Forfeited Revenues deposited into the Escrow Fund shall be released to Optionee.

For purposes of this Term Sheet, the term “**Material Adverse Effect**” shall mean (x) a material change in the financial or market conditions, (y) unreasonable governmental opposition to a proposed Redeveloper or its proposed redevelopment project or (z) a Force Majeure event that,

individually or collectively, has a material adverse effect on the ability of prospective Redevelopers from Taking Down the number of Take Down Tracts necessary for Optionee to meet the Second Interim Takedown Deadline as provided in this Paragraph 3.B.ii.

- iii. Notwithstanding anything contained herein to the contrary, except as specifically set forth in Section 3.2(b) of the Option Agreement or in the Parking Agreements, in no event shall Optionee have any rights to conduct surface parking operations on the Option Premises after October 22, 2023. Notwithstanding anything to the contrary contained in the Parking Agreements or the Option Agreement, Optionee shall have the right to all revenues from surface parking operations on the Option Premises until October 22, 2023 (except as set forth in Paragraph 3.B.i or 3.B.ii. above) and Seller shall not terminate such rights under either of the Parking Agreements, or amend such Parking Agreements, prior to October 22, 2023.
- iv. The Termination Date of the Option Term under Section 1.3(a) of the Option Agreement shall be October 22, 2025; provided, that Optionee may purchase one or more Pauses in cash to extend the Termination Date in six (6)-month increments at a Pause Fee of \$6,000.00 per acre of the remaining Tracts of the Option Premises per calendar month. Optionee may purchase up to twenty four (24) additional months of Pauses to extend the Option Term for all (but not less than all) of the remaining Tracts of the Option Premises. In no event shall the aggregate Pauses purchased hereunder extend the Termination Date beyond October 22, 2027, except to the extent the underlying Option Term has been extended pursuant to Paragraph 3.K.ii. below and in such event, no later than March 22, 2028. For purposes of this Term Sheet, the term "Option Term" includes any extensions pursuant to this Paragraph 3.B.iv.
- v. For purposes of calculating the minimum aggregate amount of acres of the Option Premises that must be Taken Down to meet either Interim Takedown Requirement under Paragraph 3.B.i. or 3.B.ii. above, (a) the acreage of the Garage Parcel (as defined below) shall be excluded from such amount, (b) the acreage of the Block H Urban Open Space shall be excluded from such amount unless the CAP Note (as defined below) shall have been paid in full on or prior to the date of the applicable Interim Takedown Requirement and (c) the acreage of any Urban Open Space Taken Down on or prior to the date of the applicable Interim Takedown Requirement shall be included in such calculation.

C. Modification to Take Down Process: The Take Down process for non-Urban Open Space Tracts will be modified as follows:

- i. A Letter of Intent will be required in connection with a Take Down Tract; provided, that (a) the Proposal Fee shall be reduced to \$5,000.00 and shall be paid simultaneously with the submittal of such Letter of Intent; and

(b) Optionee shall not be obligated to provide the items referred to in subparts i, s, t and u of Exhibit A to the form of such Letter of Intent attached as Exhibit H-1 to the Option Agreement. A Take Down Notice and the payment of a Good Faith Deposit in the amount of \$50,000.00 will be required upon the submittal of a Take Down Notice.

- ii. No appraisal of the Take Down Tract will be required, as the Purchase Price for the Tract will be equal to \$10.
- iii. Closing must occur with respect to a Take Down Tract within two hundred ten (210) days after the submittal of a Take Down Notice for such Tract.

Any failure to consummate the Closing within the foregoing 210-day period will nullify the effect of the applicable Letter of Intent and Take Down Notice, but otherwise would not constitute a default under the Option Agreement or result in any liability to Optionee or a Redeveloper.

D. Urban Open Space Tracts: Tracts comprising Urban Open Space would be required to be Taken Down on the same schedule as provided in Section 3.5(e) of the Option Agreement. However, the Parties acknowledge that Optionee may modify the PLDP with respect to the configuration of Urban Open Space, subject to all necessary approvals including those set forth in Section 2.2(d) of the Option Agreement. The Parties further acknowledge that in order to advance the development of the landscaped cap above I-579 (the “**I-579 CAP Project**”), the Block H Urban Open Space will have to be reconfigured and certain other matters will need to be agreed upon by the Parties with respect thereto. At Seller’s request, Optionee will execute and deliver such documents and instruments as may be necessary in connection with the I-579 CAP Project to re-subdivide Block H and consolidate the Block H Urban Open Space with other adjacent real property as part of the I-579 CAP Project. Additionally, the parties agree that upon the execution of the Amendment, Optionee shall deliver to Seller a \$900,000 promissory note in form and substance reasonably satisfactory to the Parties, evidencing Optionee’s contribution to the I-579 CAP Project, which note shall be payable in full upon the Take Down of the Block H Urban Open Space as and when required by the Option Agreement (the “**CAP Note**”). If the CAP Note has not been paid in full by the Termination Date, the CAP Note shall be deemed satisfied by the forfeiture of Optionee’s rights in and to the remaining Option Premises on the Termination Date in accordance with the Option Agreement. All other matters with respect to the Block H Urban Open Space in connection with the I-579 CAP Project shall be agreed upon by the Parties prior to their entry into the Amendment and shall be set forth in a separate agreement to be entered into by the Parties simultaneously with the Amendment.

E. Treatment of Pauses: Except for the Pauses described in Paragraph 3.B.iv above, the concept of Pauses would be eliminated from the Option Agreement. All Pauses purchased and Pause Fees paid and accrued prior to the date of the

Amendment would be eliminated as of the date of the Amendment together with the Redevelopment Credits as described in Paragraph 3.A. above.

- F. Completion of Infrastructure. Seller will continue to use commercially reasonable efforts to secure funding for the completion of the following Infrastructure improvements: (i) streets and other Infrastructure improvements on the Option Premises whose construction is occurring as of the date of this Term Sheet; (ii) any other streets or other Infrastructure improvements on the Option Premises contemplated by the PLDP, to the extent that construction of the foregoing may be required by Applicable Laws or is necessary for a designated Redeveloper to develop its applicable Tract(s) in accordance with the applicable Letter of Intent and Take Down Notice; (iii) improvements to curbing and public right-of-way medians on perimeter streets surrounding the Option Premises (Centre Avenue, Bedford Avenue, Crawford Street and Washington Place), to the extent recommended by the PLDP; and (iv) the I-579 CAP Project. Notwithstanding the foregoing, Optionee shall have no right to assert a claim for a breach of Seller's obligations under subpart (iv) above unless all sums payable under the CAP Note have been paid in full. It is recognized that Seller's efforts to secure funding will not include perimeter curb and sidewalk improvements within the Option Premises. Seller will not be required to expend its own funds to construct any Infrastructure improvements. Except as provided in Paragraph 3.K. below, no failure hereunder shall give rise to any (x) liability of Seller or (y) extensions of the Option Term or other time periods provided under the Option Agreement.
- G. Parking Garage: Seller will cause an appropriate governmental entity or entities (the "**Public Authority**") to construct a multi-story public Parking Facility (the "**Parking Garage**") targeted to comprise approximately 1,000 spaces on a designated portion of Parcel E within the Option Premises (the "**Garage Parcel**"), which Garage Parcel shall be identified as set forth below and which shall be released from the Option Premises prior to the start of construction of the Parking Garage. Optionee's proposed size and location of the Garage Parcel and the Parking Garage will be identified first in a Letter of Intent to be submitted by Optionee to Seller not sooner than the latter of (i) March 1, 2018 or (ii) simultaneously with the Letter of Intent for the first non-residential redevelopment on the Option Premises. Optionee's reasonable assessment of the parking needs for the Option Premises shall be included in such Letter of Intent; provided, that such assessment shall be based on the parking needs for the proposed redevelopment described in such Letter of Intent together with such future potential redevelopments on the Option Premises as would be reasonably anticipated to require the Parking Garage for their parking needs and the parking needs of PPG Paints Arena. The final size and location of the Garage Parcel and of the Parking Garage will be subject to the agreement of the Parties (the "**Garage Agreement**"), which will be entered into within one hundred twenty (120) days after Optionee's submission of the Letter of Intent for the Garage as provided above. Seller will cause the design of the Parking Garage to be started within thirty (30) days after the entry of the Parties into the Garage Agreement and the construction of the Parking Garage to be started within thirty (30) days after the

Take Down of the Garage Parcel (the “**Garage Start Date**”). Notwithstanding the foregoing, Seller will cause the Parking Garage to be completed no later than the latter to occur of the following: (1) thirty six (36) months after Optionee’s submission of the Letter of Intent for the Parking Garage as provided above and (2) twenty four (24) months after the Garage Start Date (the “**Garage Completion Date**”). Seller will be entitled to retain all vertical development rights above the upper level of the Parking Garage from and after the completion thereof. As part of the Garage Agreement, the Parties will mutually agree upon the surface parking rates to be charged on the Option Premises after the Garage Completion Date. Seller will not be required to expend its own funds to construct the Parking Garage. Optionee and its Redevelopers will use commercially reasonable efforts to assist Seller and the Public Authority in securing revenue sources to the extent necessary for the Public Authority and/or another appropriate governmental entity or entities to secure financing or for construction of the Parking Garage to be completed by the applicable dates set forth above. Except as provided in Paragraph 3.K. below, no failure hereunder shall give rise to any (x) liability of Seller or (y) extensions of the Option Term or other time periods provided under the Option Agreement.

- H. Environmental Matters: Optionee shall have the right, in its discretion and at Optionee’s sole cost, to cause all or any portion of the Option Premises affected by Contamination to achieve appropriate cleanup standards under Act 2 or such lesser standards as may be available under applicable Environmental Laws, based in each instance upon the proposed use and permitted zoning classification of such applicable portion of the Option Premises. The Parties acknowledge that Optionee’s designated Redeveloper will be involved in this process; however, Optionee shall be responsible for coordinating activities between itself and such Redeveloper. Upon request by Optionee, Seller shall use commercially reasonable efforts to assist Optionee and a Redeveloper with (i) preparing all documentation and securing all approvals of any applicable Governmental Authority in connection with achieving such cleanup standards, and (ii) identifying (and, in its required capacity as the owner of the Option Premises, securing) any funding from a Governmental Authority which may be available to achieve such cleanup standards or otherwise remediate any Contamination on such designated portions of the Option Premises. The Parties acknowledge that all costs incurred by Seller related to the foregoing prior to the date of this Term Sheet are subject to the terms of that certain Reimbursement Agreement dated effective February 24, 2017 by and between the URA, Optionee and McCormack Baron Salazar, Inc. (the “**Reimbursement Agreement**”), and shall be reimbursed to Seller in accordance with the Reimbursement Agreement. Seller will not be required to incur any other additional material costs in applying for or securing approvals in connection with achieving any cleanup standards, or provide any funding to achieve any cleanup standards or otherwise remediate any Contamination without a commitment (reasonably acceptable to Seller) by Optionee or its Redeveloper to reimburse Seller for such costs. Except as provided in Paragraph 3.K. below, no failure hereunder shall give rise to any (x)

liability of Seller or (y) extensions of the Option Term or other time periods provided under the Option Agreement.

- I. Affordable Housing: In order to advance the goals of the Lower Hill Redevelopment Community Collaboration and Implementation Plan dated September 11, 2014 (“CCIP”), the Parties shall cooperate with each other and with Optionee’s designated residential Redevelopers in connection with all applications submitted by Optionee or such Redevelopers for Low Income Housing Tax Credits (“LIHTC”) or other applicable mechanisms or sources with respect to the funding or development of affordable housing on the Option Premises; provided, the Parties acknowledge that the foregoing shall not create any obligations of Seller under the CCIP. With respect to the first phase of affordable housing on the Option Premises, Seller shall use commercially reasonable efforts to attempt to cause the City and County to make the application for issuance of 9% LIHTC to the designated residential Redeveloper of such phase a priority. With respect to future phases of affordable housing on the Option Premises, Seller shall use commercially reasonable efforts to attempt to cause the City and County to treat any application by the designated residential Redeveloper to obtain LIHTC or other mechanisms or sources with respect to affordable housing developments on the Option Premises no less favorably than similar applications submitted for any other substantially similar proposed affordable housing developments in the City, so long as each such phase meets then-applicable standards for affordable housing developments in the City. If a residential Redeveloper receives and utilizes LIHTC with respect to a proposed phase of its proposed redevelopment on the Option Premises, Optionee shall use commercially reasonable efforts to cause such Redeveloper to make 20% of the overall residential units within such phase to be affordable at or below 60% of Area Median Income (AMI) with a 35-year compliance period, in all instances consistent with the LIHTC program. Except as set forth herein, Seller will not be required to incur any material costs in connection with the foregoing. Except as provided in Paragraph 3.K. below, no failure hereunder shall give rise to any (x) liability of Seller or (y) extensions of the Option Term or other time periods provided under the Option Agreement.

- J. Public Development Obligations: The procedure for identifying and resolving Joint Development Issues pursuant to Section 3.6 of the Option Agreement is eliminated. Instead, the obligations of Seller set forth in Paragraphs 3.F.-I. above (each, a “**Public Development Obligation**”) shall be the sole obligations of Seller to Optionee under the Option Agreement in connection with any matters that would otherwise give rise to a Joint Development Issue pursuant to such Section 3.6. If (i) Seller fails to perform a Public Development Obligation as provided above and (ii) such failure causes or is reasonably anticipated to cause Optionee’s inability to meet an Interim Take Down Requirement as set forth in Paragraph 3.B.i. or 3.B.ii., or to Take Down the entire Option Premises as set forth in Paragraph 3.B.iv. above (each, an “**Optionee Development Target**”), Optionee will notify Seller of such failure in writing within thirty (30) days after Optionee has knowledge of such failure (a “**Failure Notice**”). Such Failure Notice from

Optionee shall include a reasonably detailed description of the manner in which such failure led to or is reasonably anticipated to cause Optionee's inability to meet its applicable Optionee Development Target. Seller shall have sixty (60) days following receipt of a Failure Notice to either (i) refute Optionee's assertions in such Failure Notice, or (ii) commence performance of such Public Development Obligation in such manner that Optionee may meet the Optionee Development Target in full on or before the expiration of such 60-day period. If Seller fails to perform (or complete the performance of) such Public Development Obligation within such 60-day period, such failure shall be referred to herein as a "**Public Development Delay**".

K. Public Development Delay: If a Public Development Delay occurs hereunder, Optionee shall have the following remedies in respect of Seller:

- i. If any Public Development Delay occurs hereunder and, as a result of the foregoing, Optionee cannot meet the First Interim Takedown Requirement as set forth in Paragraph 3.B.i. above (including, without limitation, if the underlying Public Development Obligation was performed by Seller prior to October 22, 2020, but the timing and manner of such performance nevertheless prevented Optionee's reasonable ability to meet the First Interim Takedown Requirement by such applicable date), then (a) Optionee shall be entitled to receive the amount of \$3,000,000.00 as liquidated damages from Seller on account of such failure, as and to the extent provided below (the "**First Interim Deadline Liquidated Damages**") and (b) Optionee will not forfeit the Forfeited Revenues as provided in Paragraph 3.B.i. above.

If (1) no First Interim Deadline Liquidated Damages were payable to Optionee with regard to the First Interim Takedown Requirement hereunder (either because Optionee met such First Interim Takedown Requirement as provided herein or failed to meet it for a reason other than a Public Development Delay) and (2) a Public Development Delay occurs hereunder and, as a result of the foregoing, Optionee cannot meet the Second Interim Takedown Requirement as set forth in Paragraph 3.B.ii. above (including, without limitation, if the underlying Public Development Obligation was performed by Seller prior to October 22, 2023, but the timing and manner of such performance nevertheless prevented Optionee's reasonable ability to meet the Second Interim Takedown Requirement by such applicable date), then (a) Optionee shall be entitled to receive the amount of \$1,500,000.00 as liquidated damages from Seller on account of such failure (the "**Second Interim Deadline Liquidated Damages**"; the First Interim Deadline Liquidated Damages and the Second Interim Deadline Liquidated Damages may be referred to herein as "**Interim Deadline Liquidated Damages**") and (c) Optionee will not forfeit the Forfeited Revenues as provided in Paragraph 3.B.ii. above.

If (x) Optionee was entitled to receive the First Interim Deadline Liquidated Damages as provided in clause (a) above but (y) Optionee met the Second Interim Takedown Requirement as set forth in Paragraph 3.B.ii. above, the First Interim Liquidated Damages shall be canceled and Seller shall be released from any obligation to pay the same to Optionee hereunder.

Any Interim Deadline Liquidated Damages payable to Optionee hereunder shall be converted to a like amount of Redevelopment Credits, which shall be deemed to be a Shortfall Amount under the Option Agreement and shall be paid in the manner set forth in the Option Agreement at the end of the Option Term. The Interim Deadline Liquidated Damages would be separate from, and in addition to, the Garage Liquidated Damages that may be payable by Seller as provided in Paragraph 3.K.iii. below. In no event shall Optionee be entitled to receive more than \$3,000,000.00 in the aggregate as Interim Deadline Liquidated Damages hereunder.

- ii. If a Public Development Delay occurs hereunder and, as a result of the foregoing, Optionee cannot meet the Optionee Development Target set forth in Paragraph 3.B.iv. above (including, without limitation, if the underlying Public Development Obligation was performed by Seller prior to October 22, 2025 but the timing and manner of such performance nevertheless impaired Optionee's reasonable ability to Take Down all of the remaining Tracts by such date), then the Option Term shall be automatically extended on a day-by-day basis for so long as such Public Development Delay is continuing or Optionee is reasonably able to Take Down all of the remaining Tracts, whichever occurs first, but in no event later than March 22, 2028. Such Public Development Delay shall not affect Optionee's rights to purchase Pauses to extend the Option Term in accordance with Paragraph 3.B.iv. above, such that Optionee shall have the right to purchase any Pauses available thereunder when the Option Term (as extended pursuant to this Paragraph 3.K.ii.) has expired, but in no event shall any Pauses continue beyond March 22, 2028.
- iii. In addition to any automatic extension of the Option Term as provided in clauses i. or ii. above, if (a) Seller fails to cause construction of the Parking Garage to be started by the Garage Start Date as set forth in Paragraph 3.G above (the "**Garage Start Obligation**") and (b) such failure continues for sixty (60) days after written notice thereof from Optionee, then Optionee shall have the right to receive the amount of \$3,000,000.00 as liquidated damages from Seller on account of such default (which amount shall be in lieu of any actual monetary damages that Optionee may suffer as a result of Seller's default with respect to the Garage Start Obligation, except as provided in Paragraph 3.K.i. or 3.K.iv. below) (the "**Garage Liquidated Damages**"). The Garage Liquidated Damages shall be received by Optionee as follows, at Optionee's sole option: (x) Seller shall use commercially reasonable efforts to cause to be

provided to Optionee a subsidy (without any obligation to repay), from one or more governmental funding sources reasonably acceptable to Optionee, in the amount of the Garage Liquidated Damages, to support the privately funded construction of the Parking Garage (provided, in such event the Parties shall endeavor to have an additional 10% of the parking tax increment derived from the operation of such Parking Garage shall be deposited into the Greater Hill District Reinvestment Fund); or (y) the Garage Liquidated Damages shall be converted to a like amount of Redevelopment Credits, which shall be deemed to be a Shortfall Amount under the Option Agreement and shall be paid in the manner set forth in the Option Agreement from and after October 22, 2023; provided, if the Parking Garage is open to the public and operating when the Garage Liquidated Damages are payable as a Shortfall Amount as provided above, Net Revenues from the Parking Garage shall be applied to the Garage Liquidated Damages.

- iv. In addition to Optionee's rights set forth in Paragraphs 3.K.i-iii. above, if Seller fails to perform a Public Development Obligation hereunder within sixty (60) days after written notice thereof from Optionee, Optionee shall have the right of specific performance or other equitable relief to take (or cause Seller to take) all actions reasonably necessary to perform such Public Development Obligation at any time; provided, in no event shall Optionee have the remedy of self-help. If successful, any reasonable amounts incurred by Optionee in connection with its exercise of such right (including reasonable legal fees and costs) may be set off by Optionee against any Pause Fee payable to Seller during the remainder of the Option Term. To the extent that, as of the end of the Option Term, such amounts have not been fully reimbursed to Optionee or set off as provided above, any such shortfall shall be deemed a Shortfall Amount and shall be treated in the manner set forth in the Option Agreement.

4. Definitive Documentation:

The Parties intend to enter into the Amendment not later than December 15, 2017. Until such time as the Parties enter into the Amendment, this Term Sheet shall be considered the binding obligation of the Parties with respect to the matters set forth herein. Following the execution and delivery of this Term Sheet (and, when applicable, the Amendment) by the Parties, the Option Agreement, as amended by this Term Sheet (and, when applicable, the Amendment), will contain the sole and entire agreement between the Parties with respect to the redevelopment of the Option Premises and will supersede any contrary terms of the Option Agreement. To the extent not modified by this Term Sheet (and, when applicable, the Amendment), the Option Agreement (as the same is in effect as of the date of this Term Sheet) shall continue in full force and effect.

[SIGNATURE PAGE TO TERM SHEET]

Agreed to and Accepted by Pittsburgh Arena Real Estate Redevelopment LP,
on this 16th day of November, 2017, intending to be legally bound hereby:

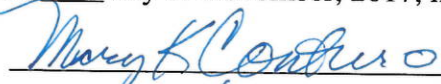
By: Pittsburgh Arena Real Estate Redevelopment LLC, its General Partner

By: 

Name: Travis E. Williams

Title: COO

Agreed to and Accepted by Sports & Exhibition Authority of Pittsburgh and Allegheny County,
on this ___ day of November, 2017, intending to be legally bound hereby:

By: 

Name: Mary K. Costuro

Title: Exec Dir

Agreed to and Accepted by Urban Redevelopment Authority of Pittsburgh,
on this 17 day of November, 2017, intending to be legally bound hereby:

By: 

Name: Robert Rubinstein

Title: Executive Director