

GROUND LEASE

THIS GROUND LEASE (this “**Lease**”) is made between NORTH HUNTINGDON TOWNSHIP, a municipal corporation organized and existing under the laws of the Commonwealth of Pennsylvania (“**Landlord**”), and NHT SPORTS COMPLEX LLC, a Pennsylvania limited liability company (“**Tenant**”).

RECITALS

A. Landlord is the owner of those certain tracts of land in North Huntingdon Township, Westmoreland County, Pennsylvania, shown on the site plan set forth on Exhibit A attached hereto (the “**Site Plan**”), being identified as Westmoreland County Tax Parcel ID Nos. 54-07-00-0-013 and 54-07-00-0-022 (collectively, the “**Property**”).

B. Landlord desires to lease to Tenant a portion of the Property, being that certain tract of land (the “**Land**”) identified on the Site Plan and containing approximately 40+/- acres and more fully described in Exhibit B attached hereto, and Tenant desires to lease the Land from Landlord.

NOW, THEREFORE, in consideration of the mutual agreements herein contained, and intending to be legally bound hereby, Landlord and Tenant hereby agree as follows:

ARTICLE 1 **Lease of the Property**

1.1 **Land Leased**. Landlord, in consideration of the rents, covenants, agreements and conditions herein set forth, hereby leases to Tenant, and Tenant hereby rents and leases from Landlord, the Land, together with all of Landlord’s rights, interests, estates and appurtenances thereto, and all other rights, titles, interests and estates, if any, of the Landlord in adjacent streets and roads.

1.2 **Premises and Improvements, Defined**. The Land and the rights, interests, estates, and appurtenances leased to Tenant pursuant to Section 1.1, together with all Improvements (as defined below) now or hereafter constructed thereon, are hereinafter collectively referred to as the “**Premises**”. As used herein, the term “**Improvements**” means any buildings, structures, signage, or other improvements located at any time upon the Land, together with all appurtenances thereto, as the same may be hereafter repaired, restored, altered or improved, and together with all apparatus, machinery, devices, fixtures, appurtenances, equipment and personal property now or hereafter attached or affixed to the Premises or the other Improvements.

1.3 **Granting Clause**. Commencing as of the Effective Date, and subject to the terms of this Lease, TO HAVE AND TO HOLD the Premises, together with all and singular the rights, privileges and appurtenances thereunto attaching or in anywise belonging, exclusively unto Tenant, its successors, and assigns, for the term set forth in Article 2, subject to termination as herein provided, and subject to and upon the covenants, agreements, terms, provisions, and limitations herein set forth.

1.4 **Landlord’s Sale of Contiguous Property**. If Landlord desires to sell any land it owns that is contiguous with any portion of the Premises, Landlord shall provide Tenant with

written notice of the public bid process through which it will sell any such property at least ten (10) days in advance of the commencement of any public bidding thereon.

ARTICLE 2

Lease Term

2.1 **Effective Date Defined.** The date upon which the last of the parties hereto executes this Lease is referred to as the “***Effective Date***”, subject to the provisions of Section 16.24.

2.2 **Contingency Period.** The period commencing on the Effective Date and ending at 11:59 p.m., Eastern Standard Time, on the 365th day thereafter is hereinafter referred to as the “***Contingency Period***”. Tenant shall have the right to extend the Contingency Period, which extension options shall be exercised by sending notice to Landlord, (a) by 30 days for the purpose of obtaining the Approvals (as hereinafter defined) and additional consecutive 30-day periods thereafter, so long as Tenant is diligently pursuing such Approvals, or (b) by 180 days for the purpose of evaluating the environmental attributes of the Land if the Phase I Environmental Site Assessment commissioned by Tenant during the initial 365-day Contingency Period identifies any recognized environmental conditions (RECs) or otherwise recommends that additional environmental testing is required and such testing is not able to be completed by the expiration of the initial 365-day Contingency Period.

2.3 **Initial Term.** The period commencing on the day immediately following the Contingency Period (the “***Delivery of the Premises***”) and ending at 11:59 p.m., Eastern Standard Time on the date which is the last day of the 29th Lease Year (defined below) following the Rent Commencement Date (defined below) is hereinafter referred to as the “***Initial Term***”. Within 15 days of determining the date upon which Delivery of the Premises has occurred, Landlord and Tenant shall acknowledge in writing the first day of the Initial Term and other matters by executing the Delivery Date Memorandum attached hereto as Exhibit C.

2.4 **Renewal Terms.** **PROVIDED NO “TENANT DEFAULT” (AS SUCH TERM IS DEFINED IN SECTION 15.1) EXISTS AS OF THE DATE TENANT GIVES LANDLORD WRITTEN NOTICE OF TENANT’S ELECTION TO EXERCISE ITS OPTION FOR ANY RENEWAL TERM, AND AS OF THE DATE THE APPLICABLE RENEWAL TERM COMMENCES HEREUNDER**, Tenant shall have the right to renew this Lease for three additional periods of 29 years each (each of which is referred to herein as a “***Renewal Term***”), upon the same terms and conditions as the Initial Term except that the number of renewal options shall be reduced by the renewal option then being exercised and any renewal options previously exercised. Tenant shall initiate the procedure for the applicable Renewal Term by delivering written notice to Landlord on or before 180 days prior to the end of the Initial Term or the applicable Renewal Term. In the event Tenant does not notify Landlord of its intention to renew within the time specified, Landlord shall notify Tenant of such failure, and Tenant shall have an additional 15 calendar days from receipt of such notice to exercise its right to renew. If Tenant fails to timely deliver written notice of its intent to renew this Lease after receipt of Landlord’s notice, Tenant’s right to renew shall terminate, and this Lease shall expire as of the end of the Initial Term or the applicable Renewal Term, as the case may be. If realty transfer taxes are due as a result of the length of the Initial Term together with the Renewal Terms contemplated herein, Landlord and Tenant shall each pay 50% of such realty transfer taxes.

2.5 **Term**. The Contingency Period, Initial Term, and any Renewal Term, if applicable, are referred to herein collectively as the “**Term**”.

ARTICLE 3

Rent

3.1 **Rent Commencement Date; Lease Year**. “**Rent Commencement Date**” shall mean the first day of the immediately succeeding calendar month following the expiration or sooner waiver of the Contingency Period. “**Lease Year**” shall mean each consecutive period of 12 full calendar months, following the Rent Commencement Date. If the Rent Commencement Date is a date other than the first day of a calendar month, the first Lease Year shall include that fractional portion of the calendar month in which the Rent Commencement Date occurs and the first full 12 months thereafter, and the last Lease Year shall end on the expiration or earlier termination of this Lease.

3.2 **Base Rent**. From and after the Rent Commencement Date, Tenant shall pay rent (“**Base Rent**”) to Landlord annual Base Rent in the amount of \$1.00.

3.3 **Additional Rent and Rent Defined**. “**Additional Rent**” means all amounts required to be paid by Tenant under the terms of this Lease other than the Independent Consideration and Base Rent. “**Rent**” means, collectively, Base Rent and Additional Rent.

3.4 **Payment of Rent**. Base Rent shall be paid to Landlord by Tenant in annual installments in advance on the first day of the first calendar month of each Lease Year in lawful money of the United States of America without notice or demand at the original or changed address of Landlord as set forth in Section 16.1 or to such other persons or at such other addresses as Landlord may designate from time to time in writing to Tenant.

3.5 **No Abatement**. Except as otherwise expressly provided in this Lease, no happening, event, occurrence, or situation during the Term, whether foreseen or unforeseen, and however extraordinary, shall relieve Tenant from its obligations hereunder to pay Rent, or entitle Tenant to an abatement of Rent.

3.6 **Late Charge**. If Tenant fails to pay any installment of Base Rent on or before the 10th day of the calendar month for three consecutive calendar months in any Lease Year, then Tenant shall pay to Landlord, in addition to the installment of Base Rent, 5% of such installment, as a late payment fee, beginning with the third late installment and upon any subsequent late installments during the applicable Lease Year.

3.7 **Payment of Rent Upon Assignment of Landlord’s Interest**. Landlord shall promptly give written notice to Tenant if Landlord assigns its interest in, or its right to receive Rent under, this Lease to a third party or if any third party other than Landlord is ever entitled to collect any amounts payable by Tenant hereunder.

(a) Until Tenant receives written notice from Landlord of any assignment or transfer of the right to collect Rent, together with a copy of the fully executed deed or other transfer document, payment of Rent by Tenant in accordance with the provisions of Section 3.4 shall satisfy Tenant’s obligations under the Lease.

(b) If Landlord gives Tenant written notice that a third party is entitled to receive any payments of Rent and Tenant thereafter pays such sum(s) to the party named in the notice, Tenant shall be deemed to have discharged its obligation under this Lease with respect to such sum(s).

(c) If Landlord's interest in this Lease is ever owned by more than one person, firm, corporation or entity, such parties shall arrange among themselves for the joint execution of a notice specifying one such party or agent and an address therefor for the receipt of notices to Landlord under this Lease and to which all payments to Landlord under this Lease shall be made, and notices delivered and payments made by Tenant in accordance with such jointly executed notice shall constitute notice and payment to all parties included within the term "**Landlord**". Until Tenant receives written notice signed by all such parties, payment of Rent by Tenant in accordance with the provisions of Section 3.4 shall satisfy Tenant's obligations under the Lease.

(d) Landlord shall indemnify and hold Tenant harmless from and against all losses, claims, costs, damages, and liabilities arising out of or in connection with Tenant's payment of Rent in accordance with the provisions of this Section 3.7.

(e) Notwithstanding anything to the contrary set forth in this Lease, so long as no Tenant Default exists hereunder, Landlord covenants that it shall not sell or transfer its interest in the Premises other than by virtue of granting a mortgage lien secured by its fee simple title to the Premises.

ARTICLE 4 **Impositions; Utilities**

4.1 **Impositions Defined.** The term "**Impositions**" shall mean all taxes, assessments, use and occupancy taxes, water and sewer charges, rates and rents, charges for public utilities, excises, levies, license and permit fees and other charges by any public authority, general and special, ordinary and extraordinary, foreseen and unforeseen, of any kind and nature whatsoever, which shall or may during the Term be assessed, levied, charged, confirmed or imposed by any public authority upon, or accrue, or become a lien on any portion of the Premises. Notwithstanding the foregoing, "**Impositions**" shall not include any income tax, capital levy, estate, succession, inheritance or transfer taxes or similar tax of Landlord; any franchise tax imposed upon Landlord; or any income, profits or revenue tax, assessment or charge imposed upon the rent or other benefit received by Landlord.

4.2 **Payment of Impositions.** Commencing on the Rent Commencement Date and continuing throughout the remainder of the Term, Tenant will pay all Impositions as and when they become due. Impositions that are payable by Tenant for the tax year in which the Rent Commencement Date occurs, as well as during the year in which the Term ends, shall be apportioned so that Tenant shall pay its proportionate share of the Impositions payable by Tenant for such periods of time. Landlord shall pay to Tenant, within 30 days following demand therefor, Landlord's proportionate share of all Impositions payable by Tenant for the tax year in which the Rent Commencement Date occurs. Tenant shall pay to Landlord, within 30 days following demand therefor, Tenant's proportionate share of all Impositions payable by Tenant for the tax year in which the Term ends. Where any Imposition that Tenant is obligated to pay may be paid pursuant

to Applicable Laws (as defined below) in installments, Tenant may pay such Imposition in installments as and when such installments become due. Tenant shall, if so requested, deliver to Landlord evidence of due payment of all Impositions.

As used in this Lease: (a) the term "***Applicable Law(s)***" means any federal, state, local or municipal law, code, ordinance (including, without limitation, applicable North Huntingdon Township codes and ordinances), constitution, treaty, convention, rule, regulation, executive order, court order, injunction, judgment, decree, ruling or other similar requirement enacted, adopted, promulgated or applied by any Governmental Authority (as defined below) that is binding upon or applicable to a person or entity (each, a "***Person***") or any of such Person's assets, rights or properties, whether existing or applicable as of or after the Effective Date; and (b) the term "***Governmental Authority***" means, with respect to a particular Person, any country, state, county, city and political subdivision in which such Person or such Person's Property is located or that exercises valid jurisdiction over any such Person or such Person's property, and any court, agency, department, commission, board, bureau or instrumentality of any of them and any monetary authority that exercises valid jurisdiction over any such Person or such Person's property.

4.3 **Tax Contest**. Tenant may, at its sole cost and expense, contest the validity or amount of any Imposition for which it is responsible. So long as Tenant diligently pursues the contest, the payment of the Imposition being contested may be deferred, as permitted by law, during the pendency of such contest. However, nothing contained herein shall be construed to allow any Imposition to remain unpaid for such length of time as would permit the Premises, or any part thereof, to be sold or seized by any Governmental Authority for the nonpayment of same. Landlord will, at the request of Tenant, cooperate in such contest, provided, that Landlord is not required to incur any expense in connection with any such contest.

4.4 **Utilities**. Tenant shall be responsible, at its sole cost and expense, for obtaining, connecting, installing, repairing and maintaining all utility lines, connections and facilities on the Premises and shall pay all charges for gas, electricity, telephone and other communication services and all other utilities and similar services rendered or supplied to the Premises, and all water rents, sewer service charges or other similar charges levied or charged against, or in connection with, the Premises. Except in case of emergency, where Landlord shall provide Tenant as much prior notice as practicable, if Landlord is required or elects to suspend the service of electricity or other power to the Common Areas or the Premises, Landlord shall provide Tenant with notice of any such scheduled suspension, but in no event less than 30 days' prior notice of any such suspension. Landlord shall use reasonable efforts to rectify the cause of any interruption, curtailment, or suspension, including the use of overtime labor.

ARTICLE 5 **Contingency Period**

5.1 **Documents to be Supplied by Landlord**. Within 90 days after the Effective Date, Landlord shall deliver to Tenant any environmental and/or engineering reports or studies, surveys, title reports, title policies or other reports relating to the Land and the Property, in the possession of Landlord or its agents (collectively, the "***Landlord's Reports***"); provided, however, that

Landlord's failure to timely provide any of the Landlord's Reports shall not be an event of default hereunder.

5.2 **Title and Survey.** Tenant shall have the right during the Title Review Period (as hereinafter defined) to obtain a commitment for title insurance (the "***Commitment***") from a nationally-recognized title insurance company (the "***Title Company***"), covering Tenant's leasehold estate in the amount of the value of the Land and the cost of the Improvements Tenant intends to construct on the Land, together with copies of all Schedule B exception documents, liens, encumbrances and other matters affecting Landlord's title to the Land (the "***Title Documents***"); and (ii) a survey (the "***Survey***") of the Land in a form acceptable to Tenant.

5.3 **Title Review Period.** Within 30 days after receipt of the last of the Landlord's Reports, the Commitment, the Title Documents and the Survey (the "***Title Review Period***"), Tenant shall deliver to Landlord written notice of any objection Tenant may have with respect to the Commitment, the Survey and/or the Title Documents. If Tenant fails to object in writing to any items reflected in such documents within the Title Review Period, then all such items shall be deemed to be Permitted Encumbrances (hereinafter defined). If Tenant objects in writing to any of the items reflected in the Commitment, Survey or Title Documents, Landlord shall have 10 days (the "***Title Cure Period***") following Landlord's receipt of Tenant's written objections in which to remove or cure, to Tenant's reasonable satisfaction, any matters to which Tenant has objected. If Landlord has commenced to cure, and thereafter is diligently pursuing the cure of, such item(s) but such item(s) cannot be cured within the Title Cure Period, Tenant shall, without waiving any of its other rights under this Section 5.3, have the unilateral right to extend the Title Cure Period by written notice to Landlord until such time as the cure of such item(s) has been completed or until Tenant, in its sole discretion, determines that the item(s) cannot be cured within a period compatible with Tenant's intended use of the Land. If Landlord fails to cure such items during the Title Cure Period or Tenant has extended the Title Cure Period and thereafter determines that the item(s) cannot be cured within the extended Title Cure Period, Tenant shall have the right (i) to terminate this Lease by written notice to Landlord within 10 days after the expiration of the Title Cure Period (as it may have been extended), in which event the Independent Consideration shall be retained by Landlord and the parties shall have no further rights or obligations to the other hereunder or (ii) waive the objection to such matters and proceed with this Lease. If Tenant elects not to terminate this Lease, Landlord shall cause the Title Company to reissue from time to time during the Contingency Period the Commitment prior to its expiration. Tenant shall have the right to object to any exceptions other than the Permitted Encumbrances shown on any updated Commitment. If Landlord fails to cure such items, Tenant shall again have the right to terminate this Lease, notwithstanding that the Contingency Period may have expired, or waive the objection. The time periods for objecting to and curing the additional exceptions and for terminating the Lease shall be the same as those set forth above, commencing with the date Tenant receives the updated Commitment. "***Permitted Encumbrances***" shall mean any encumbrances reflected in the Commitment and Title Documents or on the Survey to which Tenant does not object within the Title Review Period or to which any objection has been waived by Tenant.

5.4 **Inspections and Approvals.** During the Contingency Period, Tenant shall have the right to undertake any review or inspection of the Land that it deems necessary, including without limitation the right (a) to conduct soil, engineering, environmental and other tests with regard to the Land; investigate the availability of utilities, the applicable governmental requirements relating

to signage and construction of Improvements on the Land, the availability of necessary permits and licenses relating to signage and construction of any Improvements on the Land; the necessity for any third party approvals, including without limitation approvals of any developer or owners' association; and determine generally the desirability and utility of the Land for Tenant's purposes; and (b) to obtain all third party approvals (including, without limitation, the approvals of any developer or owners' association) and governmental approvals and permits (including without limitation building and signage permits) required by all Governmental Authorities having jurisdiction over Tenant to authorize Tenant to construct and operate the Improvements it desires to construct upon the Land. All such third-party approvals and permits required to construct and operate the Improvements desired to be constructed by Tenant upon the Land are referred to herein collectively as the "**Approvals**." Provided Tenant has either waived (or is satisfied with) the inspections permitted by Section 5.4(a), Tenant shall have the right to extend the Contingency Period by 60 days for the purpose of obtaining Approvals by sending notice of such extension to Landlord. Tenant shall have the right, at any time during the Contingency Period, to terminate this Lease by delivery of written notice to Landlord, in which event the Independent Consideration shall be retained by Landlord, and, except as set forth in the following sentence, the parties shall have no further rights or obligations to the other hereunder. Tenant shall promptly repair and restore all damage to the Land and indemnify and hold Landlord harmless from and against all losses, claims, costs, damages, and liabilities arising out of or in connection with any entry upon the Land by Tenant and its agents, servants, employees, and contractors. If Tenant does not deliver written notice to Landlord of its election to terminate this Lease prior to the expiration of the Contingency Period, then the conditions of this Section 5.4 shall be deemed to have been fully satisfied, and Tenant may not thereafter terminate this Lease pursuant to this Section 5.4.

5.5 Title Policy. If Tenant does not elect to terminate this Lease prior to the expiration of the Contingency Period, Landlord shall provide the Title Company with an owner's affidavit sufficient to permit the Title Company to issue to Tenant a Leasehold Owner Policy of Title Insurance in form acceptable to Tenant covering the Land and the appurtenant easements in the amount of the value of the Land and the cost of the Improvements to be constructed on the Land, with all requirements from the Commitment satisfied, showing no exceptions except those identified on the Commitment, and with the standard exceptions from the Commitment deleted.

5.6 Subdivision. Tenant may subdivide the Premises as it sees fit, subject in all respects to the requirements of Applicable Laws.

ARTICLE 6 **Landlord's Warranties and Covenants**

6.1 Warranties of Title. Landlord warrants and represents to Tenant that (a) it has good and indefeasible fee simple title to the Land and the Property, (b) it has full right, power and authority to enter into this Lease, (c) no construction has been performed on the Property during the 6-month period prior to the Effective Date, (d) Landlord will not commence construction of any kind on the Property following the Effective Date without notifying the general contractors and any subcontractors that the Land is not a part of the property upon which the work is to be performed, and (e) there are no mortgages or other liens (other than the lien for real estate taxes

not yet due and payable) affecting the Land and the Property which are superior to this Lease or which could result in the termination of this Lease.

6.2 **Temporary Construction Easement**. Landlord hereby covenants to Tenant that it shall grant to Tenant and its contractors, agents, and representatives a temporary construction easement over and across certain areas of the Property owned by Landlord for purposes of allowing Tenant and its contractors construct Improvements upon the Premises, which construction easement area shall be locations that are approved by Landlord and Tenant in writing during the Contingency Period (or as soon thereafter as is reasonably practicable), provided that Landlord shall not unreasonably withhold, condition or delay its grant of consent to construction easement areas proposed by Tenant in good faith. Upon request of Landlord or Tenant, the other party hereto agrees to execute, acknowledge, and deliver an instrument in recordable form evidencing such easement, and designating any specific areas to be utilized or avoided.

6.3 **Condition of Premises Upon Delivery**. On or before (and as a condition to) the Delivery of the Premises, Landlord shall ensure that the Land is free and clear of all tenancies, with all utilities (including without limitation gas, water, sewer, telephone and electric) disconnected and all equipment and meters (including any data lines) removed.

ARTICLE 7 **Construction**

7.1 **Construction of New Improvements**. Tenant shall have the right, but not the obligation, from time to time and at any time, at its sole cost and risk, subject to the subsequent provisions of this Article 7, to construct, demolish and renovate Improvements located upon the Land. Any Improvements constructed on the Land shall be constructed in accordance with all Applicable Laws.

7.2 **Alterations**. At any time and from time to time during the Term, Tenant may perform or cause to be performed such alteration, renovation, repair, refurbishment and other work with respect to any Improvements as Tenant may elect, provided that the same is done in accordance with Applicable Laws. To the extent Landlord's cooperation is required for Tenant to obtain any Approvals for any Improvements (including the initial Improvements) and/or future alterations, Landlord, as owner of the Land, agrees to cooperate with and assist Tenant in obtaining such Approvals, as necessary, provided such cooperation and assistance shall be at no cost to Landlord.

7.3 Construction Standards and Liens.

(a) **Standards**. Any Improvements shall be constructed, and any alteration, renovation, repair, refurbishment, or other work with regard thereto shall be performed, in accordance with all applicable deed restrictions and Applicable Laws. Tenant shall have obtained and shall maintain in force and effect the insurance coverage required in Article 9 with respect to the type of construction or work in question.

(b) **Mechanic's and Materialmen's Liens**. Tenant shall have no right, authority or power to bind Landlord or any interest of Landlord in the Premises for any claim for labor or for material or for any other charge or expense incurred in constructing any Improvements or

performing any alteration, renovation, repair, refurbishment or other work with regard thereto, nor to render Landlord's interest in the Premises liable for any lien or right of lien for any labor, materials or other charge or expense incurred in connection therewith. Tenant shall not be considered the agent of Landlord in the construction, erection, or operation of any such Improvements. If any liens or claims for labor or materials supplied or claimed to have been supplied to the Premises are filed, Tenant shall diligently pursue the release or discharge thereof.

7.4 Ownership and Removal of Improvements and Tenant's Equipment. During the Term all Improvements and all trade fixtures and personal property shall be solely the property of Tenant, except as may be expressly provided otherwise in a sublease between Tenant (as sublessor) and a sublessee. Upon expiration or termination of the Term, the Improvements and all trade fixtures and personal property remaining upon the Land shall become the property of Landlord. Tenant shall repair any damage caused by any removal of any Improvements, trade fixtures and/or personal property from the Land at or prior to the expiration of the Lease Term.

7.5 Approval of Plans and Specifications. With respect to any Improvements that, pursuant to Applicable Laws, require any Approval to be issued before construction, demolition or alteration is commenced, Tenant shall not commence such work until any such Approvals are received from the applicable Governmental Authorities. If Tenant has not received all requisite Approvals for its initial Improvements within 180 days after the date upon which application for any such Approval is submitted to any Governmental Authority (including, without limitation, North Huntingdon Township) therefor, Tenant shall have the right to terminate this Lease by delivery of written notice thereof to Landlord, in which event the parties shall have no further rights, duties or obligations hereunder.

7.6 Tenant's Financing.

(a) Tenant's Right to Encumber. Tenant shall have the right, from time to time and at any time, without Landlord's consent or joinder, to encumber its interest in this Lease and the leasehold estate hereby created with one or more deeds of trust, mortgages, or other lien instruments to secure any borrowings or obligations of Tenant. Any such mortgages, deeds of trust and/or other lien instruments, and the indebtedness secured thereby, *provided*, that Landlord has been given notice thereof as set forth in Section 7.6(b), are herein referred to as "**Permitted Mortgages**", and the holders or other beneficiaries thereof are herein referred to as "**Permitted Mortgagees**". No lien of Tenant upon its interest in this Lease and the leasehold estate hereby created shall encumber or affect in any way the interest of Landlord hereunder or in and to the Premises, except insofar as Landlord is obligated to take certain actions as to Permitted Mortgagees as provided in this Section 7.6.

(b) Mortgagee Protective Provisions. If Tenant encumbers its interest in this Lease and the leasehold estate hereby created with liens as above provided, then Tenant shall notify Landlord thereof, providing with such notice the name and mailing address of the Permitted Mortgagee in question, Landlord shall, upon request, acknowledge receipt of such notice, and for so long as the Permitted Mortgage in question remains in effect the following shall apply:

(i) Landlord shall give to the Permitted Mortgagee a duplicate copy of all notices which Landlord gives to Tenant pursuant to the terms hereof, including notices

of default, and no such notice shall be effective until such duplicate copy is received by such Permitted Mortgagee, in the manner provided in Section 16.1.

(ii) There shall be no cancellation, surrender or modification of this Lease by joint action of Landlord and Tenant without the prior written consent of the Permitted Mortgagee.

(iii) If a Tenant Default should occur hereunder, then Landlord specifically agrees that:

(1) Landlord shall not enforce or seek to enforce any of its rights, recourses or remedies, including, but not limited to, termination of this Lease or Tenant's right to possession hereunder, until a notice specifying the event giving rise to such Tenant Default has been received by the Permitted Mortgagee, in the manner provided in Section 16.1, and if the Permitted Mortgagee proceeds to cure the Tenant Default within a period of 30 days after receipt of such notice or, as to events of Tenant Default which by their very nature cannot be cured within such time period, the Permitted Mortgagee, to the extent it is able to do so, commences curing such Tenant Default within such time period and thereafter diligently pursues such cure to completion, then any payments made and all things done by the Permitted Mortgagee to effect such cure shall be as fully effective to prevent the exercise of any rights, recourses or remedies by Landlord as if done by Tenant.

(2) If the Tenant Default is a non-monetary default that a Permitted Mortgagee cannot reasonably cure without being in possession of the Premises, then for so long as the Permitted Mortgagee is diligently and with continuity attempting to secure possession of the Premises (whether by foreclosure or other procedures), provided the Permitted Mortgagee cures any monetary Tenant Defaults as well as any other Tenant Defaults that are reasonably susceptible of then being cured by the Permitted Mortgagee, then Landlord shall allow the Permitted Mortgagee such time as may be reasonably necessary under the circumstances to obtain possession of the Premises in order to cure such Tenant Default, and during such time Landlord shall not enforce or seek to enforce any of its right, remedies or recourses hereunder.

(3) If the Tenant Default is a non-monetary default of such a nature that it is not reasonably susceptible of being cured by the Permitted Mortgagee (as, for example, a non-permitted assignment by Tenant), then Landlord shall not enforce or seek to enforce any of its rights, remedies or recourses hereunder so long as Permitted Mortgagee pays all Rent then due and thereafter keeps the monetary obligations of Tenant hereunder current and complies with those other provisions of this Lease which, by their nature, Permitted Mortgagee may then reasonably comply with.

(iv) Should the Lease be terminated for any reason other than expiration of the stated Term, then the Permitted Mortgagee shall have the right and option,

exercisable by delivering notice to Landlord not later than 60 days after receipt from Landlord of written notice of such termination (which notice Landlord agrees to give) to elect to receive, in its own name or in the name of its nominee or assignee, a new lease of the Premises for the unexpired balance of the Term on the same terms and conditions as herein set forth, having the same priority as this Lease, and Landlord agrees to execute such new lease provided such Permitted Mortgagee shall undertake forthwith to remedy any then uncured Tenant Default reasonably susceptible by its nature of being remedied by such Permitted Mortgagee, including the payment of any amount due hereunder.

(v) No Permitted Mortgagee shall be or become liable to Landlord as an assignee of this Lease until such time as such Permitted Mortgagee, by foreclosure or other procedures, shall either acquire the rights and interests of Tenant under this Lease or shall actually take possession of the Premises, and upon such Permitted Mortgagee's assigning such rights and interest to another party or upon relinquishment of such possession, as the case may be, such Permitted Mortgagee shall have no further such liability. Any Permitted Mortgagee acquiring Tenant's rights and interest in this Lease shall be free to assign such rights and interests to any person, partnership, joint venture or other entity controlling, controlled by or under common control with such Permitted Mortgagee without regard to the limitations set forth in Section 12.1, provided that the provisions of this subsection allowing such unrestricted assignment are not used by such Permitted Mortgagee in bad faith to circumvent the requirements of Section 12.1. Any other assignment shall be subject to the limitations of Section 12.1.

(c) Modifications. If any prospective Permitted Mortgagee requires modifications to this Lease as a condition to granting a Permitted Mortgage, Landlord shall not unreasonably withhold its consent to such modification, provided that Landlord shall not be required to consent to any such modification pertaining to Rent, the Term or any other material economic provision of this Lease, nor to any modification which would materially decrease Landlord's rights or increase its burdens or obligation hereunder. Any cost incurred by Landlord in connection with any such proposed modification shall be borne by Tenant.

(d) Non-Merger. Notwithstanding the fact that fee title to the Land and to the leasehold estate hereby created may, at any time, be held by the same party, there shall be no merger of the leasehold estate hereby created unless the owner thereof executes and files for record in the Office of the Recorder of Deeds of Westmoreland County a document expressly providing for the merger of such estates.

7.7 Design Plan; Phasing of Improvements; Commitment for Initial Sports Field.

(a) Design Plan. Tenant's intended master design plan for its proposed development of the Premises is attached hereto as Exhibit D (the "**Design Plan**"). Landlord acknowledges that the Design Plan has been reviewed and approved by Landlord, and Landlord covenants and agrees it shall cooperate in good faith with Tenant to facilitate Tenant obtaining all Approvals necessary in respect of Tenant's construction of the Improvements shown on the Design Plan. Notwithstanding the foregoing, Tenant acknowledges and agrees that various Approvals will be required to be obtained before construction of any Improvements shown on the Design Plan is commenced.

(b) **Phasing of Improvements.** As of the Effective Date, Tenant intends that the development of the Premises shall be completed in phases, with Tenant's current phasing plan for the construction of the Improvements set forth on Exhibit E attached hereto ("***Phasing Plan***"). Landlord and Tenant acknowledge and agree that the Phasing Plan shall be subject to adjustment and modifications that may be necessitated by (among other things), (i) the results of Tenant's evaluation of the geotechnical, environmental and other physical attributes of the Premises, (ii) the timeline for obtaining any necessary Approvals in respect of any proposed Improvements, (iii) Tenant's financing of the construction and operation of the Improvements, (iv) Tenant's determination of the sequencing and scope of work to be included in any particular phase. Notwithstanding the foregoing, Tenant acknowledges and agrees that any phasing of the construction of the Improvements shall be subject to Tenant's compliance with all Applicable Laws and any necessary Approvals required by the applicable Governmental Authorities with respect to the same.

(c) **Commitment for Initial Sports Field.** Tenant covenants and agrees that it shall complete construction and open to the public one (1) outdoor sports field at the Premises within five (5) years after the date Tenant receives all necessary Approvals for the construction of such outdoor sports field.

ARTICLE 8 **Use; Maintenance and Repairs; Community Commitments**

8.1 **Use.** Subject to the terms and provisions hereof, Tenant shall have the right to use the Premises for mixed-use indoor and outdoor sports facilities, as well as for any other use permitted by Applicable Laws. Subject to the terms set forth in Section 7.7(c) and Section 8.3, in no event shall Tenant have any obligation to open or operate at the Premises.

8.2 **Maintenance and Repairs.** Subject to Tenant's rights under Article 7, Tenant shall make all repairs to the Premises, including all Improvements thereon, to keep the same in good order, repair and condition. Tenant will not commit, knowingly permit or suffer any waste, damage, disfigurement or injury to or upon the Premises or any part thereof, but this paragraph shall not be construed as limiting Tenant's rights under Article 7. Landlord shall have no obligation to maintain or repair the Premises.

8.3 **Community Commitments.** Tenant covenants and agrees that, subject in all respects to the rights of subtenants, licensees and other parties with contractual rights to use or operate at certain portions of the Premises from time-to-time, and further subject to reasonable rules and regulations promulgated by Tenant that are in effect in respect of operations at the Premises from time-to-time:

(a) North Huntingdon Township shall be permitted to host or hold community-focused events at or upon certain portions of the Premises (as shall be mutually agreed upon between Landlord and Tenant annually, in advance, in respect of the next upcoming calendar year) for up to ten (10) days per calendar year; and

(b) In addition to the community-focused events contemplated in Section 8.03(a), North Huntingdon Township shall be permitted to rent the sports fields and other athletic

facilities located at the Premises, at the greater of (i) the rental rates charged from time-to-time by the Norwin School District for similar facilities owned and operated by the Norwin School District and (ii) the current rates charged by the Norwin School District for similar facilities owned and operated by the Norwin School District (which are set forth below).

Facilities Use Fee Schedule- Hourly Rates				
Location	Category A Community Youth	Category B Community/ Charitable	Category C Community Non- Charitable	Category D Non- Community/ Non- Charitable
Concession Stand	\$5	\$30	\$60	\$120
Gymnasium (Large)	\$5	\$60	\$120	\$360
Gymnasium (Small)	\$5	\$30	\$60	\$120
Gymnasium (Medium)	\$5	\$35	\$70	\$210
Stadium/Fieldhouse	\$15	\$200	\$400	\$500
Stadium	\$15	\$150	\$300	\$400
Stadium w/ Lights	\$200	\$250	\$500	\$500
Turf Baseball Field	\$15	\$100	\$200	\$200
Softball Field	\$5	\$50	\$100	\$100
Practice Fields	\$5	\$25	\$50	\$50
In the event that additional staffing is required, the requesting organization will be billed the following rates:				
\$50.00/hour				
Maintenance - \$60.00/hour				
Technician - \$50.00/hour				

ARTICLE 9

Insurance and Indemnity

9.1 **Landlord's Insurance.** Landlord shall maintain during this Lease, commercial general liability insurance, with limits of not less than \$1,000,000 per occurrence for bodily injury, personal injury and property damage. Landlord shall also obtain and keep in force all-risk property insurance covering loss or damage to all real and personal property except for that property which Tenant is obligated to insure under Section 9.2.

9.2 **Tenant's Insurance.** Throughout the Term, Tenant shall, at its sole cost and expense, obtain and maintain in full force and effect:

(a) Workers' compensation insurance in amounts as required by Applicable Laws; employer's liability \$1,000,000 per each accident and disease;

(b) General liability insurance covering the Premises in minimum limits of \$1,000,000 per occurrence, which shall include contractual liability insurance coverage and broad form property liability coverage, insuring against claims for bodily or personal injury, death, or property damage occurring on or about the Premises;

(c) Automobile liability insurance with a \$1,000,000 combined single limit covering bodily injury, property damage and death arising from ownership, maintenance, or use of owned, non-owned, and hired vehicles at the Premises;

(d) After completion of construction of the Improvements, property insurance with respect to all Improvements constituting a part of the Premises against loss or damage by perils customarily included under "All Risk" coverage, or its equivalent as may be promulgated in the future; and

(e) During any period during which Improvements are being constructed at the Premises, "Builder's Risk" insurance in commercially reasonable amounts based upon the nature of the work being performed.

9.3 Waiver of Subrogation. Landlord and Tenant agree that all policies of insurance to be kept and maintained in force by the respective parties hereto, shall, unless prohibited by law or other regulation having the effect of law, contain provisions in which the rights of subrogation against Landlord and Tenant are waived by the insurance company or carriers insuring the Premises, any building, the Property, or other property in question. Landlord expressly waives any right of recovery against Tenant for damage to or loss of the building, the Premises, the Property, including the Improvements thereon, which loss or damage may arise by fire or any other peril covered by any policy of insurance required to be maintained pursuant to this Lease which contains or is required to contain waiver of subrogation rights against Tenant pursuant to this Section 9.3, and Landlord shall make no claim for recovery against Tenant therefor. Tenant expressly waives any right of recovery against Landlord for damage to or loss of its Improvements, fixtures, or other property located in the Premises, which damage or loss may arise by fire or any other peril covered by any policy of insurance maintained or required to be maintained pursuant to this Lease which contains or is required to contain a waiver of subrogation right against Landlord as set forth in this Section 9.3, and Tenant shall make no claim for recovery against Landlord therefor.

9.4 Tenant's Indemnity. Tenant agrees to indemnify, defend, and hold Landlord harmless from and against all direct claims as the result of or arising out of: (a) the breach by Tenant or any of its agents, contractors, employees or licensees of any covenant or agreement of this Lease on the part of Tenant to be performed or observed; (b) Tenant's negligent use or occupancy of the Premises or any part thereof, or any sidewalk, drive or space adjacent thereto; or (c) the carelessness, negligence or improper conduct of Tenant or any of its agents, contractors, employees or licensees. Tenant further agrees to indemnify, defend and hold Landlord harmless from and against all direct and actual costs, damages, expenses, losses, fines, liabilities and reasonable counsel fees paid, suffered or incurred as a result of any of the above described claims or any actions or proceedings brought thereon; and in case any action or proceeding is brought against Landlord by reason of any such claim, upon notice from Landlord, Tenant agrees to resist or defend at Tenant's expense such action or proceeding by counsel reasonably satisfactory to Landlord. Tenant's liability under this Article 9 and this Lease extends to the acts and omissions of any subtenant of Tenant, or any agent, contractor, employee, customer, visitor or licensee of any such subtenant.

9.5 **Landlord's Indemnity.** Landlord agrees to indemnify, defend, and hold Tenant harmless from and against all claims as the result of or arising out of: (a) the breach by Landlord or any of its agents, contractors, employees or licensees of any covenant or agreement of this Lease on the part of Landlord to be performed or observed; or (b) the carelessness, negligence or improper conduct of Landlord or any of its agents, contractors, employees or licensees. Landlord further agrees to indemnify, defend and save Tenant harmless from and against all direct and actual costs, damages, expenses, losses, fines, liabilities and reasonable counsel fees paid, suffered or incurred as a result of any of the above described claims or any actions or proceedings brought thereon; and in case any action or proceeding is brought against Tenant by reason of any such claim, upon notice from Tenant, Landlord agrees to resist or defend at Landlord's expense such action or proceeding by counsel reasonably satisfactory to Tenant. Landlord's liability under this Article 9 and this Lease extends to the acts and omissions of any successor of Landlord, or any agent, contractor, employee, customer, visitor or licensee of any such successor.

ARTICLE 10 **Casualty Loss**

10.1 **Tenant's Rights.** Should any Improvements be wholly or partially destroyed or damaged by fire or any other casualty, Tenant shall have the right to restore and reconstruct the Improvements or terminate this Lease. If Tenant elects to terminate this Lease under this Section 10.1 at any time prior to the last five Lease Years of the Term, Tenant shall, at the request of Landlord, cause the Improvements to be razed and the Land to be leveled, cleaned and otherwise put in good order. Thereafter, the parties shall have no further rights, duties or obligations under this Lease. If Tenant elects to terminate this Lease under this Section 10.1 at any time during the last five Lease Years of the Term, Tenant shall, at the request of Landlord, cause the Improvements to be razed and the Land to be leveled, cleaned and otherwise put in good order. Thereafter, the parties shall have no further rights, duties or obligations under this Lease. If Tenant elects not to terminate this Lease under this Section 10.1, Tenant shall promptly repair, replace, restore and reconstruct any Improvements, all in compliance with the Construction Standards. For purposes of this Section 10.1, "**Base Rate**" means the "prime rate" or "base rate" published in *The Wall Street Journal* or its successor and, if more than one "prime rate" or "base rate" shall be published on a day, then the highest such rate on such day.

10.2 **Notice of Damage.** Tenant shall notify Landlord with reasonable promptness after obtaining actual knowledge of any destruction or damage to the Premises.

ARTICLE 11 **Condemnation**

11.1 **Total Taking.** Should the entire Premises be taken (which term, as used in this Article 11, shall include any conveyance in avoidance or settlement of eminent domain, condemnation or other similar proceedings) by any Governmental Authority, corporation or other entity under the right of eminent domain, condemnation or similar right, then Tenant's right of possession under this Lease shall terminate as of the date of taking possession by the condemning authority, and the award therefor will be distributed as follows: (i) first, to the payment of all reasonable fees and expenses incurred in collecting the award; (ii) second, to Tenant in an amount equal to the unamortized cost of the Improvements (assuming that the Improvements are amortized

over the then current Term of the Lease), plus Tenant's relocation expenses, if applicable; and (iii) the balance of the award shall be equitably apportioned between Landlord and Tenant based on the then respective fair market values of Landlord's interest in the Premises (appraised by reference to all relevant factors including the then present value of Landlord's reversionary interest in the entire Premises after expiration of the then current Term of the Lease) and Tenant's interest in the Premises (appraised by reference to all relevant factors, including the income stream derivable by Tenant from the Premises for the remainder of the then current Term of the Lease). If Landlord and Tenant are unable to agree on the respective fair market values of their interest in the Premises, then, at the request of either party, the matter will be resolved by binding arbitration before a single arbitrator in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. After the determination and distribution of the condemnation award as herein provided, the Lease shall terminate, and the parties shall have no further rights, duties or obligations under the Lease.

11.2 Partial Taking. Should a portion of the Premises be taken by any Governmental Authority, corporation or other entity under the right of eminent domain, condemnation or similar right, such that (i) in Tenant's reasonable judgment, so much of the Improvements shall be so taken as to make it economically unsound to use the remainder for the uses and purposes contemplated hereby, or (ii) so much of the Premises shall be so taken as to cause Tenant's available parking spaces to be less than those required by any Governmental Authority, or (iii) any necessary access is taken, then this Lease shall terminate as of the date of taking of possession by the condemning authority in the same manner as if the whole of the Premises had thus been taken, and the award therefor shall be distributed as provided in Section 11.1. Should any other partial taking of the Premises occur, then this Lease nevertheless shall continue in effect as to the Premises, or the remainder thereof, as the case may be.

11.3 Award on Partial Taking. In the event of a partial taking where this Lease is not terminated, and as a result thereof Tenant will need to restore, repair or refurbish the remainder of the Premises in order to put them in a usable condition, then (i) the award shall first be paid to Tenant for payment of such restoration, repair and refurbishment in accordance with the Construction Standards and (ii) the remainder shall be apportioned and paid as provided in sub-clauses (i) and (iii) of Section 11.1, considering the respective interests of Landlord and Tenant in the portion of the Premises taken. If a portion of the Premises is taken and no repair or restoration work is required because thereof, the award therefor shall be apportioned and paid as provided in sub-clauses (i) and (iii) of Section 11.1, considering the respective interests of Landlord and Tenant in the portion of the Premises taken.

11.4 Temporary Taking. If the whole or any portion of the Premises is taken for temporary use or occupancy, the Term shall not be reduced or affected, and Tenant shall continue to pay the Rent in full. Except to the extent Tenant is prevented from so doing pursuant to the terms of the order of the condemning authority, Tenant shall continue to perform and observe all the other covenants, agreements, terms and provisions of this Lease. In the event of any temporary taking, Tenant shall be entitled to receive the entire amount of any award therefor unless the period of temporary use or occupancy shall extend beyond the expiration of the Term, in which case such award, after payment to Landlord therefrom for the estimated cost of restoration of the Premises to the extent that any such award is intended to compensate for damage to the Premises, shall be

apportioned between Landlord and Tenant as of the day of expiration of the Term in the same ratio that the part of the entire period for such compensation is made falling before the day of expiration and that part falling after, bear to such entire period.

11.5 Notice of Taking, Cooperation. Landlord and Tenant shall immediately notify the other of the commencement of any eminent domain, condemnation or other similar proceedings with respect to the Premises. Landlord and Tenant covenant and agree to fully cooperate in any condemnation, eminent domain, or similar proceeding to maximize the total award receivable in respect thereof. Any termination of this Lease pursuant to this Article 11 shall not affect the rights of Landlord and Tenant to any such award.

ARTICLE 12 **Assignment and Subletting**

12.1 Tenant's Right to Assign.

(a) Tenant may, without the prior consent of Landlord, assign this Lease (in whole, or in part in accordance with the terms set forth in Section 12.1(b)) to any Affiliate (as defined below) of Tenant. Tenant shall be deemed released from its duties and obligations hereunder following the effective time of any assignment of this Lease to an Affiliate of Tenant. As used herein, (i) the term "**Affiliate**" with respect to any particular party means any Person that Controls, is Controlled by, or is under common Control with, such party, and (ii) "**Control**" means ownership of more than 50% of the outstanding voting equity interests or a controlling interest of a business entity and/or the possession of power to direct or cause the direction of the management and policy of such business entity, whether through the ownership of a controlling interest, by statute or according to the provisions of a contract.

(b) Subject to the terms and conditions set forth in Section 5.6, Tenant shall have the ongoing right to effectuate subdivisions of the Premises into smaller parcels as determined by Tenant in its sole discretion (each such subdivided parcel being referred to herein as a "**Subdivided Parcel**"). From and after the creation of any Subdivided Parcel, Tenant shall have the right to assign this Lease, as to each such Subdivided Parcel, to an Affiliate of Tenant, without the prior written consent but upon prior written notice to Landlord (each such assigned being referred to herein as a "**Lease Subdivision**"), such that this Lease shall thereafter be deemed to have been restated as separate ground leases, each with Landlord as "landlord", and the applicable Affiliate of Tenant as "tenant". For each Lease Subdivision, Base Rent and Additional Rent for such Subdivided Parcel shall be prorated to correspond to the acreage of the applicable Subdivided Parcel relative to the total Premises.

(c) Tenant may not, without the prior written consent of Landlord, assign this Lease (in whole or in part) to any Person that is not an Affiliate of Tenant, which consent shall not be unreasonably withheld, conditioned, or delayed. Landlord's right to approve any assignee of Tenant's rights under this Lease shall be limited to approval of (i) the character, reputation, and financial strength of the proposed assignee and (ii) compliance of the proposed use with any deed restrictions affecting the Land. No other factors shall be considered. Upon Landlord's written approval of any proposed assignee of Tenant's rights under this Lease, Tenant shall be relieved of liability, and such assignee shall become the new Tenant. Landlord shall indicate its written

approval or disapproval of any proposed assignee within 30 days after Tenant gives to Landlord notice of the proposed assignment, including the identity of the proposed assignee and reasonably sufficient information as to the proposed assignee and proposed use to enable Landlord to evaluate such assignee's character, reputation, and financial strength and to determine compliance of the assignee's intended use. If Landlord fails to indicate its approval or disapproval within such 30-day period, Landlord shall be deemed to have approved the requested assignment. Any assignment of Tenant's rights under this Lease that are not in accordance with this Section 12.1(c) shall be void. Tenant shall have no duty to share any profits or provide any other remuneration or consideration to Landlord as a result of its assigning this Lease (whether to an assignee that is Affiliate or to an assignee that is not an Affiliate), and it shall be deemed unreasonable for Landlord to require any such sharing, remuneration, or consideration in connection with Landlord's consent to any assignment.

12.2 Tenant's Right to Sublease.

(a) Tenant may freely execute subleases with regard to the Improvements, provided only that (i) the lease term of each such sublease (including all renewal and extension rights of any kind or type) shall not extend past the stated expiration date of the Term, unless Landlord consents in writing thereto, which consent shall not be unreasonably withheld or delayed and (ii) the intended use by the sublessee does not violate any provision of any Applicable Laws or any deed restrictions affecting the Land.

(b) Each sublease for space in the Improvements shall specifically provide that the sublessee's rights thereunder are subject to Landlord's rights under this Lease and shall provide that upon a termination of this Lease or of Tenant's right to possession of the Premises such sublease shall continue in effect as a lease directly between Landlord and the sublessee thereunder, provided that (i) the sublessee attorns to Landlord, (ii) Landlord shall not be responsible for the return or repayment of any security or other deposits made by such sublessee with Tenant unless Tenant has turned the same over to Landlord, and (iii) Landlord shall not be liable or responsible for the cure or remedy of any breach, violation or default on the part of Tenant under subleases occurring prior to termination of this Lease or of Tenant's right to possession of the Premises. Tenant shall give a copy of each sublease to Landlord upon request therefor by Landlord from time to time.

(c) Notwithstanding anything to the contrary set forth in this Lease, if for any reason this Lease or Tenant's right to possession of the Premises is terminated by Landlord in accordance with the terms of this Lease, such termination shall not result in the termination of any subleases affecting the Premises that have been entered into in accordance with the foregoing provisions, Landlord shall recognize all such subleases and they shall continue for the duration of their respective terms (including renewals and extensions) as direct leases between Landlord and the sublessees thereunder. From time to time, upon request therefor, Landlord shall enter into recognition and attornment agreements with sublessees of portions of the Premises further evidencing Landlord's agreement to recognize subleases as provided in this Section 12.2.

(d) For the sake of clarity, Tenant shall have no duty to share any profits or provide any other remuneration or consideration to Landlord as a result of any sublease of all or any portion of the Premises.

(e) As used in this Lease the term “**sublease**” shall include any leases, licenses, occupancy agreements, franchise or other similar rights, agreements or arrangements of whatever nature relating to the use or occupancy of any part of the Premises.

ARTICLE 13 **Environmental Provisions**

13.1 **Definitions.** For purposes of this Lease the following terms shall have the following meanings:

(a) “**Environmental Law**” or “**Environmental Laws**” shall mean each and every applicable federal, state, regional, county or municipal statute, ordinance, rule, regulation, order, code, directive or requirement, relating to the environment or Hazardous Substances, including without limitation the Resource Conservation and Recovery Act, as amended, 42 U.S.C. §6901 et seq.; the Comprehensive Environmental Response, Compensation and Liability Act, as amended, 42 U.S.C. §9601 et seq.; the Federal Water Pollution and Control Act, 33 U.S.C. §1251 et seq.; the Toxic Substances Control Act, 15 U.S.C. §2601 et seq.; the Clean Air Act, 42 U.S.C. §7401 et seq.; and the Tank Laws (hereinafter defined), now or hereafter existing, together with all successor statutes, ordinances, rules, regulations, orders, directives or requirements now or hereafter existing.

(b) “**Hazardous Substance**” or “**Hazardous Substances**” shall mean any substance, material, waste, pollutant, irritant, or contaminant defined, listed, or referred to in any Environmental Law (together with any amendments thereto, regulations promulgated thereunder and all substitutions thereof) as being either hazardous or toxic, including without limitation, petroleum, petroleum byproducts or derivatives, asbestos, polychlorinated byphenyls.

(c) “**Release**” means depositing, spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping or disposing.

(d) “**Tank Laws**” shall mean all federal, state, regional, county, or municipal environmental statutes, ordinances, rules or regulations relating to underground storage tanks, including, without limitation, the Federal Underground Storage Law, Subtitle I of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6901 et seq., together with any amendments thereto, regulations promulgated thereunder and all substitutions thereof, and any successor legislation and regulations.

(e) “**Remediate**” or “**Remediation**” shall mean the necessary actions to comply with applicable Environmental Law with respect to the unlawful presence of, or suspected discharge of, a Hazardous Material. Remediation may include, without limitation: environmental investigation, monitoring and sampling; installation, maintenance and removal of monitoring wells; removal, treatment, neutralization or containment of any Hazardous Material; storage of excavated materials; and installation, maintenance, storage and removal of machinery and equipment used in connection with the Remediation.

13.2 **Landlord’s Representations, Warranties and Covenants.** Except as disclosed in the Report, Landlord hereby represents, warrants and covenants that:

(a) To the best of its knowledge, the Property and the Land are and have been, and Landlord agrees to use its best efforts to cause them to remain, in compliance with all applicable Environmental Laws.

(b) To the best of its knowledge, there has been no Release and there is no threat of Release of any Hazardous Materials on, onto or from the Property or the Land that has resulted in or that could result in a violation of any Environmental Law or in the creation of liability or obligations, including, without limitation, notification, deed recordation or remediation, under any Environmental Law. To the best of its knowledge, the Land has not contained and contains no underground or aboveground storage tanks, no "PCBs" or "PCB items," as those terms are defined in 40 C.F.R. §761.3, and no asbestos.

(c) Landlord agrees to indemnify and hold Tenant, its directors, officers, stockholders, employees, agents, attorneys, consultants, contractors and its successors and assigns, harmless from and against all claims, losses, damages, liabilities, fines, penalties, charges, judgments, administrative orders, remediation requirements, enforcement actions of any kind, and all costs and expenses incurred in connection therewith (including, but not limited to, reasonable attorneys' fees and expenses), arising out of any material misrepresentation of Landlord contained in this Section 13.2 or any breach by Landlord of its obligations under this Section 13.2.

(d) If it is discovered that the Premises contain Hazardous Materials, the presence of which predates this Lease, Landlord, at its sole expense, shall take all action required, including environmental cleanup of the Premises, to comply with the covenants herein or applicable legal requirements and, in any event, shall take all action deemed necessary under all applicable Environmental Laws. If Tenant shall discover the existence of any Hazardous Materials on the Premises during the course of its construction of the Improvements, Landlord shall be obligated to remove and dispose of such Hazardous Materials at its sole cost and expense, in accordance with applicable Environmental Laws (including the execution of all waste manifests or other documents required by the applicable Governmental Authorities in connection therewith), and otherwise in a manner that will not interfere with or impair Tenant's proposed use of the Premises or the construction of Tenant's Improvements thereon. Additionally, Landlord agrees that if Landlord has not removed all such Hazardous Materials within 10 days following receipt of written notice from Tenant's environmental consultant of the existence of such Hazardous Materials, Tenant shall have the right, to an abatement of Rent equal to one day of Rent for each day between the date of Tenant's delivery of written notice to Landlord regarding the discovery of such Hazardous Materials and the actual date upon which Landlord removes or causes such Hazardous Materials to be removed from the Premises and Landlord's consultant provides Tenant written evidence of such removal.

13.3 Tenant's Representations, Warranties and Covenants. Tenant hereby represents, warrants and covenants that:

(a) Tenant agrees not to knowingly allow the Release of any Hazardous Material on, onto or from the Premises that could result in a violation of any Environmental Law or in the creation of liability or obligations, including, without limitation, notification, deed recordation or remediation, under any Environmental Law.

(b) Tenant agrees that it will not use, handle, generate, treat, store or dispose of, or permit the use, handling, generation, treatment, storage or disposal of any Hazardous Materials (other than those types and quantities contained in normal office products and environments) in, on, under, around or above the Premises now or at any future time (except in quantities permitted by Applicable Laws).

(c) If Tenant is in breach of any of its agreements set forth in this Section 13.3, Tenant, at its sole expense, shall take all action required, including environmental cleanup of the Premises, to comply with the covenants herein or applicable legal requirements and, in any event, shall take all action deemed necessary under all applicable Environmental Laws.

(d) Tenant agrees to indemnify and hold Landlord, its directors, officers, stockholders, partners, joint venturers, employees, agents, attorneys, consultants, contractors and its successors and assigns, harmless from and against all claims, losses, damages, liabilities, fines, penalties, charges, judgments, administrative orders, remediation requirements, enforcement actions of any kind, and all costs and expenses incurred in connection therewith (including, but not limited to, reasonable attorneys' fees and expenses), arising out of any breach by Tenant of its obligations under this Section 13.3.

(e) Notwithstanding any provision in this Lease to the contrary, Tenant shall not be responsible for, shall have no liability or obligations with respect to, and shall not be obligated to pay for or take any action with respect to (i) the existence of any Hazardous Material on the Premises which occurred or existed prior to the date of the Lease unless caused or knowingly permitted by Tenant, its agents, consultants, contractors or invitees, (ii) the existence of any Hazardous Material on the Premises which occurred or existed after the date of the Lease unless caused or knowingly permitted by Tenant, its agents, employees, consultants, contractors or invitees, (iii) the Release of Hazardous Materials on, onto or from the Premises unless caused or knowingly permitted by Tenant, its agents, employees, consultants, contractors or invitees, or (iv) any violation of any Environmental Laws, unless and to the extent that such was caused or knowingly permitted by Tenant, its agents, employees, consultants, contractors or invitees (collectively, the "***Environmental Exclusions***"). Notwithstanding anything herein to the contrary, in the event any Hazardous Materials are discovered on (or migrate to) the Premises which Hazardous Materials arise from any of the foregoing Environmental Exclusions, then Landlord shall be obligated to remove and dispose of such Hazardous Materials at its sole cost and expense, in accordance with applicable Environmental Laws and otherwise in a manner that will not interfere with or impair Tenant's proposed use of the Premises. In the event the presence of such Hazardous Materials are such that Tenant cannot operate at the Premises for the uses permitted hereunder, then Tenant shall have the right to abate Rent until such time as the Landlord removes or causes such Hazardous Materials to be removed from the Premises and Landlord's consultant provides Tenant written evidence of such removal.

ARTICLE 14 **Warranty of Peaceful Possession**

14.1 **Peaceful Possession**. Landlord covenants that Tenant, on paying the Rent and performing and observing the covenants and agreements herein contained and provided to be performed by Tenant, shall and may peaceably and quietly have, hold, occupy, use and enjoy the

Premises during the Term and may exercise all its rights hereunder, subject only to the provisions of this Lease and Applicable Laws. Landlord agrees to warrant and forever defend Tenant's right to such occupancy, use and enjoyment and the title to the Premises against the claims of all persons whomsoever lawfully claiming the same, or any part thereof, by, through or under Landlord, but not otherwise, subject only to provisions of this Lease and all Applicable Laws.

ARTICLE 15 **Default and Remedies**

15.1 Tenant Default. Each of the following shall be deemed a "***Tenant Default***" hereunder and a material breach of this Lease:

(a) If Tenant fails to pay any installment of Rent on the date upon which the same is due to be paid and such default continues for 30 days after Tenant is given a written notice specifying such default.

(b) If Tenant fails to keep, perform or observe any of the covenants, agreements, terms or provisions contained in this Lease that are to be kept or performed by Tenant other than with respect to payment of Rent or other liquidated sums of money and Tenant fails to commence and take such steps as are necessary to remedy the same within 30 days after Tenant is given written notice specifying the same, or having so commenced, thereafter fails to proceed diligently and with continuity to remedy the same.

(c) If an involuntary petition is filed against Tenant under any bankruptcy or insolvency law or under the reorganization provisions of any Applicable Laws of like import or if a receiver of Tenant, or of all or substantially all the property of Tenant, is appointed without acquiescence, and such petition or appointment is not discharged or stayed within 60 days after the happening of such event.

(d) If Tenant makes an assignment of its property for the benefit of creditors or files a voluntary petition under any bankruptcy or insolvency law or seeks relief under any other Applicable Laws for the benefit of debtors.

15.2 Landlord's Remedies. Subject in all respects to Section 12.2, if a Tenant Default occurs, Landlord may, at any time thereafter prior to the curing thereof, do any one or both of the following:

(a) Landlord may terminate this Lease by giving Tenant written notice thereof, in which event this Lease and the leasehold estate hereby created and all interest of Tenant shall automatically terminate upon the effective date of such notice with the same force and effect and to the same extent as if the effective date of such notice were the day originally fixed in Article 2 for the expiration of the Term. Landlord, its agent or representatives, shall have the right, without further demand or notice, to re-enter and take possession of the Premises and remove all persons and property therefrom with process of law, without being deemed guilty of any manner of trespass and without prejudice to any remedies for arrears of Rent or existing breaches hereof. In the event of such termination, Tenant shall be liable to Landlord for damages in an amount equal to (i) the discounted present value of the amount by which the Rent reserved hereunder for the remainder of

the stated Term exceeds the then net fair market rental value of the Premises for such period of time, plus, (ii) all expenses incurred by Landlord enforcing its rights hereunder.

(b) Landlord may terminate Tenant's right to possession of the Premises and enjoyment of the rent, issues and profits therefrom without terminating this Lease or the leasehold estate created hereby, re-enter and take possession of the Premises with or without process of law, without being deemed guilty of any manner of trespass and without prejudice to any remedies for arrears of Rent or existing breaches hereof, and lease, manage and operate the Premises and collect the rents, issues and profits therefrom all for the account of Tenant, and credit to the satisfaction of Tenant's obligations hereunder the net rental thus received (after deducting therefrom all reasonable costs and expenses of repossessing, leasing, managing and operating the Premises). If the net rental so received by Landlord exceeds the amounts necessary to satisfy all of Tenant's obligations under this Lease, nevertheless Landlord shall retain such excess. In no event shall Landlord be liable for failure to so lease, manage or operate the Premises or collect the rentals due under any subleases and any such failure shall not reduce Tenant's liability hereunder. If Landlord elects to proceed under this Section 15.2, it may at any time thereafter elect to terminate this Lease as provided in Section 15.2(a).

Notwithstanding anything contained herein to the contrary, Landlord shall never be entitled to dispossess Tenant of the Premises pursuant to any "lock out" or other nonjudicial remedy, Landlord hereby waiving its right to forcibly dispossess Tenant from the Premises, whether peaceably or otherwise, without judicial process, such that Landlord shall not be entitled to any "commercial lock-out" or any other provisions of Applicable Laws which permit landlords to dispossess tenants from commercial properties without the benefit of judicial review.

15.3 Landlord Default. Each of the following shall be deemed a "**Landlord Default**" by Landlord hereunder and a material breach of this Lease:

(a) If Landlord fails to keep, perform or observe any of the covenants, agreements, terms or provisions contained in this Lease that are to be kept or performed by Landlord and Landlord fails to commence and take such steps as are necessary to remedy the same within 30 days after Landlord is given written notice specifying the same, or having so commenced, thereafter fails to proceed diligently and with continuity to remedy the same.

(b) If an involuntary petition is filed against Landlord under any bankruptcy or insolvency law or under the reorganization provisions of any Applicable Laws of like import or if a receiver of Landlord, or of all or substantially all the property of Landlord, is appointed without acquiescence, and such petition or appointment is not discharged or stayed within 60 days after the happening of such event.

(c) If Landlord makes an assignment of its property for the benefit of creditors or files a voluntary petition under any bankruptcy or insolvency law or seeks relief under any other Applicable Laws for the benefit of debtors.

15.4 Tenant's Remedies. If a Landlord Default occurs, Tenant may, at any time thereafter prior to the curing thereof and without waiving any other rights hereunder or available

to Tenant at law or in equity (Tenant's rights being cumulative), do any one or both of the following:

(a) Tenant may perform Landlord's obligations hereunder and offset the reasonable costs and expenses incurred by Tenant in doing so against Base Rent thereafter coming due hereunder.

(b) If Landlord Default renders all or any portion of the Premises untenantable for those uses incidental to or customarily associated with Tenant's operations for more than 60 days, Tenant may terminate this Lease, in which event Tenant shall have no further rights, duties or obligations hereunder.

(c) In the event of a Landlord Default that results in a termination of this Lease, Tenant shall be entitled (in addition to all other rights and remedies available at law or in equity) to reimbursement from Landlord for the unamortized cost of its Improvements, amortized on a straight-line basis over the remaining period of the then current Term of this Lease. Landlord's obligation to reimburse Tenant for its unamortized costs as described in this Section 15.4 shall survive the termination of this Lease.

ARTICLE 16 **Miscellaneous**

16.1 **Notices.** Any notice provided for or permitted to be given hereunder must be in writing and may be given (i) by depositing the same in the United States mail or with a reputable nationwide delivery service, addressed to the party to be notified, postage prepaid, and overnight, registered or certified with return receipt requested, or (ii) by delivering the same in person to such party. Notice given in accordance herewith shall be effective upon receipt at the address of the addressee, as evidenced by the executed postal receipt or other receipt for delivery. For purposes of notice the addresses of the parties hereto shall, until changed, be as follows:

If to Landlord: North Huntingdon Township
11279 Center Highway
North Huntingdon, PA 15642
Attn: Harry Faulk, Township Manager

With a copy to: Bruce E. Dice & Associates, PC
787 Pine Valley Drive, Suite E
Pittsburgh, PA 15239
Attn: Bruce E. Dice, Esq.
Email: bdice@dicelaw.com

If to Tenant: NHT Sports Complex LLC
P.O Box [TBD]
Attn: Joshua Z. Zugai
Email: Joshua.Zugai@nhtinvestmentpartners.com

With a copy to: Metz Lewis Brodman Must O'Keefe LLC

444 Liberty Avenue, Suite 2100
Pittsburgh, PA 15222
Attn: Jonathan P. Altman, Esq.
Email: jaltman@metzlewis.com

The parties hereto shall have the right from time to time to change their respective addresses for purposes of notice hereunder to any other location within the United States by giving a notice to such effect in accordance with the provisions of this Section 16.1.

16.2 Performance of Other Party's Obligations. If either party hereto fails to perform or observe any of its covenants, agreements or obligations hereunder for a period of 30 days after notice of such failure is given by the other party, then the other party shall have the right, but not the obligation, at its sole election (but not as its exclusive remedy), to perform or observe the covenants, agreements or obligations which are asserted to have not been performed or observed at the expense of the failing party and to recover all costs or expenses incurred in connection therewith, together with interest thereon at 10% per annum from the date expended until repaid. Notwithstanding the foregoing, if either party determines, in its or his reasonable good faith judgment that an emergency, involving imminent danger of injury or death to persons or damage to property in excess of \$50,000 exists due to the other party's failure to observe or perform its or his covenants, agreements and obligations hereunder, then such party may immediately perform or observe the covenants, agreements and obligations which give rise to such emergency at the expense of the failing party. Any performance or observance by a party pursuant to this Section 16.2 shall not constitute a waiver of the other party's failure to perform or observe.

16.3 Modification and Non-Waiver. No variations, modifications or changes herein or hereof shall be binding upon any party hereto unless set forth in writing executed by both parties hereto. No waiver by either party of any breach or default of any term, condition or provision hereof, including without limitation the acceptance by Landlord of any Rent at any time or in any manner other than as herein provided, shall be deemed a waiver of any other or subsequent breaches or defaults of any kind, character or description under any circumstance. No waiver of any breach or default of any term, condition or provision hereof shall be implied from any action of any party, and any such waiver, to be effective, shall be set out in a written instrument signed by the waiving party.

16.4 Governing Law. This Lease shall be construed and enforced in accordance with the laws of the Commonwealth of Pennsylvania, without giving effect to any choice or conflict of law provision or rule.

16.5 Number and Gender; Caption; References. Pronouns, wherever used herein, and of whatever gender, shall include natural persons and corporations and associations of every kind and character, and the singular shall include the plural wherever and as often as may be appropriate. Article and section headings in this Lease are for convenience of reference and shall not affect the construction or interpretation of this Lease. Whenever the terms "hereof," "hereby," "herein" or words of similar import are used in this Lease they shall be construed as referring to this Lease in its entirety rather than to a particular section or provision, unless the context specifically indicates to the contrary. Any reference to a particular "Article" or "Section" shall be construed as referring to the indicated article or section of this Lease. Whenever placed before one

or more items, the words “include,” “includes,” and “including” shall mean considered as part of a larger group, and not limited to the item(s) recited.

16.6 **Estoppel Certificate.** Landlord and Tenant shall execute and deliver to each other, within fifteen (15) following written request therefor by the other party accompanied by the requested form of certificate, a certificate addressed as indicated by the requesting party and stating: (a) whether this Lease is in full force and effect; (b) whether or not this Lease has been modified or amended in any respect, and submitting copies of such modifications or amendment; (c) whether or not there are any existing defaults hereunder known to the party executing the certificate, and specifying the nature thereof; (d) whether any particular provision of this Lease has been complied with; and (e) such other matters as may be reasonably requested.

16.7 **Exhibits.** All exhibits attached hereto are incorporated herein for all purposes.

16.8 **Severability.** If any provision of this Lease or the application thereof to any person or circumstance shall, at any time or to any extent, be invalid or unenforceable, and the basis of the bargain between the parties hereto is not destroyed or rendered ineffective thereby, the remainder of this Lease, or the application of such provisions to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby.

16.9 **Surrender of Premises; Holding Over.** Tenant shall quit and surrender the Premises at the expiration or earlier termination of this Lease. The Improvements shall be broom clean, in good condition, and repair, except for ordinary wear and tear, damage that is Landlord's responsibility to repair hereunder, damage by eminent domain, fire and casualty, and all alterations, additions and improvements. At the expiration or earlier termination of this Lease, any holdover shall be from month to month at 125% of the Base Rent for the month preceding the expiration or earlier termination of this Lease, and otherwise on the same terms and conditions as herein provided. Tenant shall also be liable to Landlord for any actual damages incurred by Landlord as a direct result of any such holding over.

16.10 **Relation of Parties.** It is the intention of Landlord and Tenant to hereby create the relationship of landlord and tenant, and no other relationship whatsoever is hereby created. Nothing in this Lease shall be construed to make Landlord and Tenant partners or joint venturers or to render either party hereto liable for any obligation of the other.

16.11 **Force Majeure.** As used herein “***Force Majeure***” shall mean the occurrence of any event (other than failure to obtain financing for, failure to refinance or cessation of disbursements under existing financing for, the purchase, construction, demolition, repair or ownership of the Land or Improvements) which prevents or delays the performance by Landlord or Tenant of any obligation imposed upon it hereunder (other than payment of Rent) and the prevention or cessation of which event is beyond the reasonable control of the obligor. If Tenant shall be delayed, hindered or prevented from performance of any of its obligations (other than to pay Rent) by reason of Force Majeure (and no Tenant Default then exists) the time for performance of such obligation shall be extended for the period of such delay, provided that the following requirements are complied with by Tenant: (i) Tenant shall give prompt written notice of such occurrence to Landlord and (ii) Tenant shall diligently attempt to remove, resolve or otherwise eliminate such event, keep Landlord advised with respect thereto, and commence performance of

its obligations hereunder immediately upon such removal, resolution or elimination. Anything contained in or inferable from this Lease to the contrary notwithstanding, Tenant shall not be relieved by any event of Force Majeure from Tenant's obligations to pay Rent hereunder, nor shall the Term be extended thereby.

16.12 **Entire Agreement.** This Lease constitutes the entire agreement of the parties hereto with respect to its subject matter, and all prior agreements with respect thereto are merged herein. Any agreements entered into between Landlord and Tenant of even date herewith are not, however, merged herein.

16.13 **Recordation.** Landlord and Tenant will, at the request of the other, promptly execute a Memorandum of Lease substantially in the form of Exhibit C attached hereto, which shall be filed of record in the Recorder's Office of Westmoreland County.

16.14 **Successors and Assigns.** This Lease constitutes a real right and covenant running with the Premises, and, subject to the provisions hereof pertaining to Tenant's rights to assign, sublet or encumber, this Lease shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Whenever a reference is made herein to either party, such reference shall include the party's successors and assigns.

16.15 **Landlord's Joinder.** Landlord agrees to join with Tenant in the execution of statutory notices of commencement, tax abatement or relief applications, and such applications for permits and licenses from any Governmental Authority as may be reasonably necessary or appropriate to effectuate the intents and purposes of this Lease, provided that no such application shall constitute an encumbrance of or with respect to the Premises, and Landlord shall not incur or become liable for any obligation as a result thereof.

16.16 **No Third Parties Benefitted.** The terms and provisions of this Lease are for the sole benefit of Landlord and Tenant, and no third party is intended to benefit herefrom.

16.17 **Survival.** Any provision(s) of this Lease pertaining to rights, duties or liabilities extending beyond the expiration or termination of this Lease shall survive the end of the Term.

16.18 **Landlord's Lien.** Landlord hereby waives and releases any statutory or contractual landlord's lien with respect to the property of Tenant now or hereafter located in the Premises.

16.19 **Transfer of Landlord's Interest.** Landlord may freely transfer and/or mortgage its interest in the Premises and under this Lease from time to time and at any time, provided that any such transfer or mortgage is expressly made subject to the terms, provisions and conditions of this Lease, and the transferee or mortgagee agrees in writing to be bound by the provisions hereof (in the case of a mortgagee, such agreement being contingent upon the mortgagee actually succeeding to Landlord's interest in the Premises and hereunder by virtue of a foreclosure or conveyance in lieu thereof).

16.20 **Landlord and Tenant Defined.** The word "**Landlord**", as used in this Lease, shall include the original Landlord named in this Lease and all persons, natural or artificial, who at any time or from time to time during the Term of this Lease succeed to the estate of Landlord in the Land and the interest of Landlord under this Lease. The word "**Tenant**", as used in this Lease,

shall include the original Tenant named in this Lease and all persons, natural or artificial, who at any time or from time to time during the Term of this Lease succeed to the estate of Tenant in the Premises and the interest of Tenant under this Lease.

16.21 **Commissions.** Landlord and Tenant each represents and warrants to the other that it has not dealt with any broker in the negotiation of this Lease. Each party agrees to indemnify and hold harmless the other party from and against any other commissions or finder's fees due by virtue of the negotiation, execution and performance of this Lease, the obligation or asserted claim for which arises from actions taken or claimed to be taken by the indemnifying party.

16.22 **Authority.** Landlord and Tenant each represents to the other that: (a) each is duly organized, existing, and qualified to do business in the Commonwealth of Pennsylvania; (b) each has full right and authority to enter into this Lease; (c) each person signing on behalf of such party is authorized to do so; and (d) the execution and delivery of this Lease by such party will not result in any breach of, or constitute a default under any mortgage, deed of trust, lease, loan, credit agreement, partnership agreement or other contract or instrument to which such party is a party or by which such party is bound.

16.23 **Time of Essence.** Time is of the essence of this Lease and each and all its provisions in which performance is a factor.

16.24 **SNDA.** Landlord represents and warrants that as of the Effective Date there is no mortgage, deed of trust or other monetary encumbrance on the Premises. In the event Landlord hereafter acquires financing, at Landlord's option, this Lease shall be subordinate to any mortgage or deed of trust hereinafter placed against the Premises, provided the holder of any such instrument shall execute and deliver to Tenant an agreement mutually and reasonably acceptable to Tenant and the holder of such instrument (and Tenant agrees to execute and deliver same), which includes a provision that in the event of any foreclosure, sale under power of sale, or transfer in lieu of any of the foregoing pursuant to any such lease or security instrument, Tenant's use, possession and enjoyment of the Premises shall not be disturbed and this Lease shall continue in full force and effect so long as Tenant is not in default hereunder beyond any applicable cure periods. The parties shall utilize the Subordination, Non-Disturbance and Attornment Agreement attached hereto as Exhibit D as the form for such agreement, subject to the reasonable changes as may be required by the holder of such instrument. At Landlord's option and within 15 days following request for the same, Tenant shall execute documents reasonably necessary to establish this Lease as superior to any such mortgage, deed to secure debt or other security instrument, provided that the documents are reasonably satisfactory to Tenant.

16.25 **Tenant's Signage.** Tenant shall have the right to construct, install, maintain, repair, and replace its signage on the Premises, to the maximum extent permitted by municipal and all other governmental controls, including any variances sought by Tenant. Tenant may also install "grand-opening" signage and banners. For the avoidance of doubt, Landlord shall have no right to review or otherwise approve Tenant's proposed signage for the Premises.

16.26 **Holidays.** If a date for performance by either party falls on a Saturday, Sunday or on a legal holiday, such date for performance shall instead be the next following business day.

16.27 **Waiver of Jury Trial.** LANDLORD AND TENANT HEREBY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER OF THEM AGAINST THE OTHER ON ANY MATTERS WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS LEASE, THE RELATIONSHIP OF LANDLORD AND TENANT, TENANT'S USE OR OCCUPANCY OF THE PREMISES AND/OR ANY CLAIM OF INJURY OR DAMAGE. The waiver of trial by jury in the immediately preceding sentence is voluntarily and intentionally made by Landlord and Tenant.

16.28 **OFAC.** Landlord and Tenant each represents and warrants to the other that neither it nor any of its Affiliates or agents acting on behalf of it with respect to this Lease (i) is listed on the Specially Designated Nationals and Blocked Persons List maintained by the Office of Foreign Asset Control, Department of the Treasury ("OFAC") pursuant to Executive Order number 13224, 66 Federal Register 49079 (September 25, 2001) (the "Order"); (ii) is listed on any other list of terrorists or terrorist organizations maintained pursuant to the Order, the rules and regulations of the OFAC or any other applicable requirements contained in any enabling legislation or other executive orders in respect of the Order (the Order and such other rules, regulations, legislation or orders are collectively called the "Orders"); (iii) is engaged in activities prohibited in the Orders; or (iv) has been convicted, pleaded nolo contendere, indicted, arraigned or detained on charges involving money laundering or predicate crimes to money laundering.

16.29 **Counterparts; Execution.** This Lease may be executed in any number of counterparts, and by each of the parties on separate counterparts, each of which, when so executed, shall be deemed an original, but all of which shall constitute but one and the same instrument. Execution and delivery of a counterpart of this Lease (i) by portable document format ("PDF") copy bearing the PDF signature of a duly authorized officer of any party hereto, whether delivered by facsimile, e-mail or physical delivery service ("PDF Signature"), or (ii) by electronic signature of a duly authorized officer of any party hereto, including, without limitation, "click through" acceptance, pursuant to electronic signature procedures Tenant or Landlord may establish from time to time ("Electronic Signature"), shall be equally as effective as delivery of a manually executed counterpart of this Lease and shall constitute a valid and binding execution and delivery of this Lease by such party. Each of Landlord and Tenant agrees that: (x) each PDF Signature and/or Electronic Signature of such party will be enforceable to the same extent as a manual signature, whether in court or otherwise; and (y) such party will not raise any defenses or regulatory or statutory claims attempting to invalidate the enforceability of its PDF Signature or Electronic Signature.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Landlord and Tenant hereto have executed this Ground Lease as of the date set forth underneath each party's signature below.

LANDLORD:

NORTH HUNTINGDON TOWNSHIP, a municipal corporation organized and existing under the laws of the Commonwealth of Pennsylvania

By: _____
Name: Harry R. Faulk
Title: Township Manager
Date: _____, 2024

By: _____
Name: Jason L. Atwood
Title: President, Board of Commissioners
Date: _____, 2024

TENANT:

NHT SPORTS COMPLEX LLC,
a Pennsylvania limited liability company

By: _____
Name: Joshua Z. Zugai
Title: Manager
Date: _____, 2024

EXHIBIT A
SITE PLAN

[See attached.]

EXHIBIT B
LEGAL DESCRIPTION OF THE LAND

*[To be added post-Lease execution, following finalization of Site Plan and ALTA Survey.
Landlord and Tenant to agree upon Legal Description to be attached as Exhibit B.]*

EXHIBIT C
FORM OF MEMORANDUM OF LEASE

**Prepared by and
after recording return to:**

MEMORANDUM OF GROUND LEASE

THIS MEMORANDUM OF GROUND LEASE (this “*Memorandum*”) is made as of this _____ day of _____ 2024, by and between NORTH HUNTINGDON TOWNSHIP, a municipal corporation organized and existing under the laws of the Commonwealth of Pennsylvania (“*Landlord*”), and NHT SPORTS COMPLEX LLC, a Pennsylvania limited liability company (“*Tenant*”).

WHEREAS, Landlord is the record title owner of those certain tracts of land in North Huntingdon Township, Westmoreland County, Pennsylvania, being identified as Westmoreland County Tax Parcel ID Nos. 54-07-00-0-013 and 54-07-00-0-022, and more particularly described on Exhibit A attached hereto and made a part hereof (collectively, the “*Property*”);

WHEREAS, Landlord and Tenant are parties to that certain Ground Lease dated _____, 2024 (the “*Lease*”), pursuant to which Tenant leases from Landlord a portion of the Property, being that certain tract of land containing approximately 40+- acres (as more particularly set forth in the Lease, the “*Land*”); and

WHEREAS, Landlord and Tenant desire to place of record this Memorandum;

NOW, THEREFORE, Landlord and Tenant hereby agree as follows with the intent to be legally bound:

1. Lease. Landlord confirms leasing to Tenant, and Tenant confirms leasing from Landlord, the Premises (as more particularly defined in the Lease) under the terms, conditions and provisions contained in the Lease, such Lease being expressly incorporated herein by reference.

2. Restriction on Transfer. Landlord covenants that, so long as no Tenant Default exists under the Lease, it shall not sell or transfer its interest in the Premises other than by virtue

of granting a mortgage lien secured by its fee simple title to the Premises.

3. Term. The Lease is for a term of twenty-nine (29) years, commencing on _____, ____, and expiring on _____, ____(the "***Initial Term***")

4. Options to Extend. Tenant has the option to extend the Lease Term for three (3) successive additional terms of twenty-nine (29) years apiece, as more fully described in the Lease.

5. Subdivision Right. Subject in all respects to the terms set forth in the Lease, Tenant shall be permitted to subdivide the Land and partially assign the Lease to Affiliates (as defined in the Lease) of Tenant and effectuate partial assignment(s) of the Lease in connection therewith. In the event of any such subdivision of the Land and partial assignment of the Lease, Landlord and Tenant shall amend this Memorandum to account for any such transactions.

6. Release. Upon the expiration of the Term or the earlier termination of the Lease, this Memorandum shall be automatically released without any further action by the parties, and any encumbrance on the Property herein created shall be deemed terminated. In furtherance of the foregoing, upon such occurrence, either party hereto may unilaterally file a written release hereof, and both parties hereto hereby consent to such action.

7. Other Provisions. This Memorandum is not a complete summary of the unrecorded Lease. Reference should be made to the unrecorded Lease for the full terms, conditions, and provisions thereof.

8. Conflicts. In the event of any conflict or inconsistency between the terms of this Memorandum and the terms of the unrecorded Lease, the terms of the Lease shall govern and control in all respects.

9. Successors and Assigns. Subject in all respects to the terms set forth in the Lease, during the Term this Memorandum shall run with the land described on Exhibit A and shall be binding upon and inure to the benefit of Landlord and Tenant and their respective successors and assigns.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, Landlord has executed this Memorandum of Ground Lease as of the date first set forth above.

LANDLORD:

NORTH HUNTINGDON TOWNSHIP, a municipal corporation organized and existing under the laws of the Commonwealth of Pennsylvania

By: _____

Name: Harry R. Faulk

Title: Township Manager

By: _____

Name: Jason L. Atwood

Title: President, Board of Commissioners

COMMONWEALTH OF PENNSYLVANIA)
) SS.
COUNTY OF _____)

I, the undersigned, a Notary Public in and for said County, in the Commonwealth aforesaid, do hereby certify that Harry R. Faulk, the Township Manager of North Huntingdon Township, and Jason L. Atwood, President of the Board of Commissioners of North Huntingdon Township, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Township Manager and President of the Board of Commissioners, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of such Township said for the uses and purposes therein set forth.

GIVEN under my hand and official seal this _____ day of _____, 20__.

Notary Public

IN WITNESS WHEREOF, Tenant has executed this Memorandum of Lease as of the date first set forth above.

TENANT:

NHT SPORTS COMPLEX LLC,
a Pennsylvania limited liability company

By: _____
Name: Joshua Z. Zugai
Title: Manager

COMMONWEALTH OF PENNSYLVANIA)
)
) SS.
COUNTY OF _____)

I, the undersigned, a Notary Public in and for said County, in the Commonwealth aforesaid, do hereby certify that Joshua Z. Zugai, the Manager of NHT SPORTS COMPLEX LLC, a Pennsylvania limited liability company, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Manager, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of such limited liability company said for the uses and purposes therein set forth.

GIVEN under my hand and official seal this _____ day of _____, 20__.

Notary Public

**EXHIBIT A
TO
MEMORANDUM OF GROUND LEASE**

LEGAL DESCRIPTION OF THE PROPERTY

[To be provided.]

EXHIBIT D DESIGN PLAN

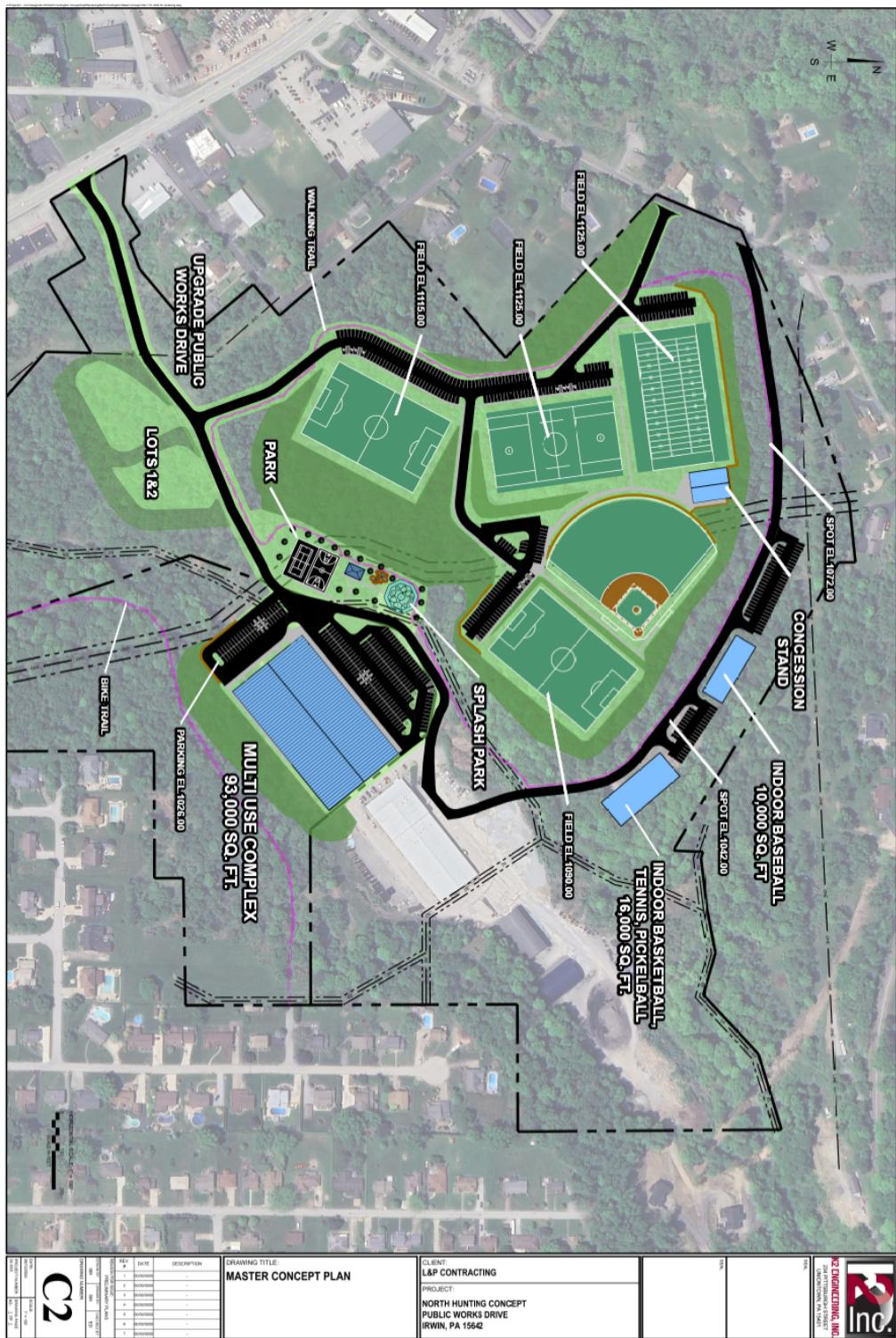


EXHIBIT E
PHASING PLAN

Phase I:

- Geotechnical site preparation work;
- Construction of infrastructure improvements such as stormwater management facilities, drainage infrastructure, access drives, parking facilities and utility facilities;
- Construction of one outdoor multi-sport community field to be owned or controlled by Tenant or an Affiliate of Tenant; and
- Installation of new access road for public works department use only.

Phase II:

- Construction of one outdoor multi-sport community field; and
- Site preparation work and infrastructure improvements for other approved uses at the Premises.

Phase III:

- Construction of indoor soccer training facility to be subleased to Pittsburgh Riverhounds SC or its Affiliate;
- Construction and development of other amenities to be located at the Premises; and
- Site preparation and infrastructural improvements for other approved uses at the Premises.

Phase IV:

- Construction of other approved uses at the Premises.