

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF COMMUNITY AND ECONOMIC DEVELOPMENT

THIRD AMENDMENT TO CONTRACT NO. C000046474

This Contractual Agreement entered into by and between the Commonwealth of Pennsylvania, Department of Community and Economic Development, hereinafter referred to as the "Grantor", and the

REDEVELOPMENT AUTHORITY OF
ALLEGHENY COUNTY
425 Sixth Avenue
Suite 800
Pittsburgh, PA 15219

hereinafter referred to as the "Grantee" party of the second part.

WITNESSETH:

WHEREAS, the Grantor has a Contract with the Grantee, and

WHEREAS, the Grantor wishes to amend the Contract to allow the Grantee to carry out the scope of services, and

NOW, THEREFORE, the parties hereto intending to be legally bound do hereby agree to the following:

1. The termination date of this Contract, as amended, will be JUNE 30, 2014.
2. The Contract Activity Period, as amended, will be OCTOBER 29, 2009 to JUNE 30, 2014.
3. Those programmatic changes and modification detailed in Appendix A&B.
4. The amount of this Budget Amendment is SIX HUNDRED THOUSAND DOLLARS (\$600,000.00) AND NO CENTS-----. The total amount of this Contract as amended will be TWO MILLION, FOUR HUNDRED THOUSAND DOLLARS (\$2,400,000.00) AND NO CENTS-----.
5. All terms and conditions of this Contract not changed or modified by this Amendment shall remain in full force and effect.

IN WITNESS WHEREOF the parties hereunto have set their hands and seals on:

WITNESS:

REDEVELOPMENT AUTHORITY OF ALLEGHENY COUNTY

Vendor Number _____
Federal Identification Number _____

For Commonwealth signatures only

Commonwealth of Pennsylvania
Acting through the
Department of Community and
Economic Development

GRANTEE: Please sign & complete at "X's" only

X By [Signature] (Seal)

X Title Director

X Date 9/27/12

Carolyn Boser Newhouse 10/3/12
Secretary/Deputy Secretary Date

Approved:

I hereby certify that funds in the amount of \$600,000 are available under Appropriations Symbol:

1085611000 24410040006600800 - \$600,000

X By John J. Elmer Jr.

X Title Asst. Secretary

X Date 9/27/12

Program IFIP
Contract No. C000046474

Comptroller approved as to fiscal responsibility, budgetary appropriateness and availability of funds:

Karen Zinner 10/12/12
Comptroller Date

For Commonwealth signatures only

Approved as to Legality and Form

[Signature] 10/2/12
Office of Chief Counsel Date

Preapproved Form# 4-K-4300
Office of General Counsel Date

Preapproved Form # 4-K-4300
Office of Attorney General Date



COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF COMMUNITY AND ECONOMIC DEVELOPMENT
HARRISBURG, PA 17120

OFFICE OF SECRETARY

October 29, 2009

Mr. Dennis M. Davin, Director
Redevelopment Authority of
Allegheny County
425 Sixth Avenue, Suite 800
Pittsburgh, PA 15219

RE: Infrastructure and Facilities Improvement
Program ("IFIP")
Grant: \$6,000,000
Dick's Sporting Goods Headquarters

Dear Mr. Davin:

I am pleased to inform the Redevelopment Authority of Allegheny County (*the "Applicant"*) that the Department of Community and Economic Development (*the "Department"*) has approved your Infrastructure and Facilities Improvement Program ("IFIP") application (*the "Application"*) for a multi-year grant totaling an amount not to exceed Six Million Dollars (\$6,000,000) (*the "Grant"*), as allocated in Schedule A. The Application has been approved based upon and in accordance with the terms and the representations made therein.

The Grant will be governed by the terms of a Grant Agreement to be executed between the Applicant and the Department. The proceeds of the Grant will be used for costs identified in Schedule B directly relating to the project described in the Application (*the "Project"*). The following conditions shall apply to the Grant offer:

1. The Applicant has paid as of the date the Applicant signs this commitment letter and will timely pay all Commonwealth and local taxes and fees due and owing during the term of the Grant Agreement. A local government unit as defined under 53 Pa. C.S. Pt. VII Subpt. B (relating to indebtedness and borrowing) or an issuing authority may enter into an agreement or adopt an ordinance or resolution to permit the local government unit or issuing authority to pay, waive, abate, settle, compromise or reimburse any local tax, fee or other imposition applicable to a project user imposed by any local government unit or issuing authority. The agreement, ordinance or resolution shall not affect the eligibility of an applicant or a project to receive a grant under this chapter.
2. The Applicant will use the Grant funds to pay debt service for the Project. In the event the Applicant fails to do so, the Applicant will repay all or any portion of the Grant funds not used to pay debt service for the Project.

APPENDIX A & B
Contract # C092046474
Page 1 of 1

3. Grant funds received in any one year may not exceed the debt service on the Project for that year. In the event Grant funds received in any one year exceed the debt service on the Project for that year, the Applicant will repay the amount of Grant funds received in that year which exceed the payment on debt service for that year.
4. The Applicant will pay the full amount of annual debt service for the Project, regardless of the amount of the Grant received and must provide to the Department evidence of such payment within twelve months from the date of the incurrence of the debt.
5. If the Grant is awarded for more than four years, the Applicant must in year five and each year thereafter in which the Applicant is receiving Grant funds demonstrate to the satisfaction of the Department, the Secretary of the Budget and the Department of Revenue that the sales tax, hotel occupancy tax, and the net increase in personal income tax to be collected or withheld for the Project in the upcoming year are anticipated to be equal to or exceed the amount of the Grant awarded in the previous year, in order to receive the amount of Grant funds allocated. If the Commonwealth determines that the tax revenues are equal to or exceed the amount of the Grant funds received in the previous year, then the Applicant shall receive the amount of Grant funds allocated in Schedule A for that upcoming year. If the Commonwealth determines that the tax revenues do not equal or exceed the amount of Grant funds received in the previous year, then the Applicant shall receive Grant funds in an amount that is equal to the anticipated tax revenues specified for that upcoming year.
6. If sufficient funds are not appropriated to the Department to cover the amount of Grant funds allocated in Schedule A for any specified year, the Department shall prorate the payment of IFIP grant funds for that year among all recipients of IFIP grant funding to whom an annual payment of grant funds is due.
7. Dick's Sporting Goods, Inc. (the "Project Users") will use the Project during the term of the Grant Agreement. In the event the Project User fails to do so, the Applicant will cause the Project User to repay all or any portion of the Grant.
8. The Project User will pay to the Applicant a sum equal to any payments received by the Project User from third parties for infrastructure which is part of the Project during the term of the Grant Agreement. Any such payment received by the Applicant will be applied to payment of the debt service for the Project.
9. The Applicant must comply with IFIP guidelines.
10. The Applicant may not make or authorize any substantial change in the approved Project without first obtaining the written consent of the Department.
11. The Applicant will maintain full and accurate records with respect to the Project. The Department shall have free access to such records and to inspect all Project

APPENDIX A & B

Contract # 000046474

Page 2 of 7

work, and other relative data and records. The Applicant must furnish upon request of the Department all data, reports, contracts, documents, and other information relevant to the Project as may be requested.

12. Upon the issuance of the debt for which funding is being provided under this Contract, the Contractor shall submit to the Department a final debt structure showing the maturity date. Every six months thereafter, the Contractor shall submit to the Department updated debt structure information including the outstanding balance of the debt."
13. The Pennsylvania Prevailing Wage Act (43 P.S. § 165-1 et seq.; 34 Pa. Code § 9.101 et seq.) may be applicable to this Project. If applicable, the Grant Recipient is responsible for including prevailing wage rates in all bid documents, specifications, and construction contracts pertaining to the Project. The Department of Labor and Industry (L&I) has final authority to make all prevailing wage applicability determinations. A copy of this letter is being forwarded to L&I for a formal determination of applicability of prevailing wage requirements:

Please Note: Prevailing Wage requirements are generally applicable to grants for construction, demolition, reconstruction, alteration, repair work, renovations, build-out and installation of machinery and equipment in excess of \$25,000.00. Any questions as to final prevailing wage obligations should be directed to the Bureau of Law Compliance at 1 (800) 932-0665.

Exhibit A further describes the procedure to access the IFIP grant funds after all of the necessary conditions are met.

This commitment must be signed and returned to the Department within forty-five (45) days of the date of the commitment letter. Please indicate your written acceptance by returning the original Commitment Letter fully executed. Thereafter, this commitment shall be null and void.

The Department of Community and Economic Development requires all Project Users to submit the attached form annually to the Department of Revenue within thirty (30) days after the April 15th tax deadline, or within thirty (30) days after a project user's tax deadline extension, whichever occurs later. The completed form should be sent to the following address:

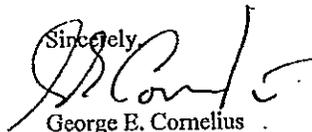
Mailing Address
Business Trust Fund Taxes
Attention: Matthew Forti
P.O. Box 280900
9th Floor Strawberry Square
Harrisburg, PA 17128-0900

Contact Information
Mr. Matthew Forti
Pennsylvania Department of Revenue
Bureau of Business Trust Fund Taxes
mforti@state.pa.us
717-772-3896

Mr. Dennis M. Davin, Director
October 29, 2009
Page 4

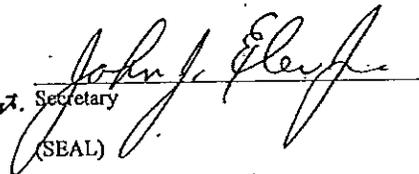
Project Users awarded IFIP grant funds based on sales tax revenue generated by retail tenants need to ensure that their tenants file this form annually by the deadline. Failure to complete the report and submit it to the Department of Revenue may result in the forfeiture of all or a portion of the IFIP grant.

The signed Commitment Letter should be returned to Brian D. Eckert, Director, Site Development Division, Center for Business Financing, 4th Floor, Commonwealth Keystone Building, Harrisburg, Pennsylvania 17120. Our receipt of the executed Commitment Letter will constitute your authorization to incur costs for reimbursement.

Sincerely,

George E. Cornelius
Secretary

The foregoing terms and conditions are hereby agreed to and accepted this _____ day of _____, 2009.

ATTEST:

Ant. 
Secretary
(SEAL)

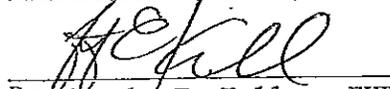
REDEVELOPMENT AUTHORITY
OF ALLEGHENY COUNTY


By: Dennis M. Davin, Director
FEDERAL TAX IDENTIFICATION NUMBER
25-6004080

ATTEST:


Secretary Diane E. Lazzaris
(SEAL)

DICK'S SPORTING GOODS, INC.


By: Timothy E. Kullman, EVP & CFO
FEDERAL TAX IDENTIFICATION NUMBER

APPENDIX A & B
Contract # CO00046474
Page 4 of 7

SCHEDULE A

GRANT ALLOCATION

Year	Grant Amount
1 st	\$600,000
2 nd	\$600,000
3 rd	\$600,000
*4 th	\$600,000
5 th	\$600,000
6 th	\$600,000
7 th	\$600,000
8 th	\$600,000
9 th	\$600,000
10 th	\$600,000

*This third amendment provides funding for the fourth year of this project
In the amount of \$600,000.00

SCHEDULE B

GENERAL DESCRIPTION OF PROJECT COSTS

Construction Costs (Roads & Streets)	\$1,166,893
Parking	1,280,001
Water/Sewer	223,500
Utilities	1,227,788
Closing Costs	201,393
Debt Service Reserve	457,730
Interest	<u>1,442,695</u>
Total:	\$6,000,000

INFRASTRUCTURE AND FACILITIES IMPROVEMENT PROGRAM

INSTRUCTIONS FOR RECEIVING GRANT FUNDS

As indicated in your IFIP Commitment Letter from the Secretary, the grant commitment is contingent upon receipt and execution of documents as stated in your letter. Failure to accomplish this may result in the rescindment of your IFIP commitment. Listed below are the steps you must follow.

GRANT AGREEMENT

Sign the Grant Agreement and the IFIP Commitment Letter attached to the Grant Agreement and return them to this office as soon as possible.

The Grant Agreement signature process requires approximately 45 days. One fully executed copy of the grant agreement will be returned to you with a copy of a payment request forms and instructions for requesting payment.

PAYMENT REQUESTS

The Department requires the Applicant on an annual basis to provide a completed payment request form to the Department evidencing the payment of debt service on the Project for each fiscal year during the term of the Grant Agreement. The payment request will take from 4-6 weeks to process.

Should you have any questions, do not hesitate to contact:

Pennsylvania Department of Community
and Economic Development
Center for Business Financing – Site Development Division
400 North Street – 4th Floor
Harrisburg, Pennsylvania 17120
(717) 787-7120