DEVELOPMENT AGREEMENT
(ARENA AT SEATTLE CENTER)

by and between

THE CITY OF SEATTLE,
a Washington municipal corporation,

and

SEATTLE ARENA COMPANY, LLC,
a Delaware limited liability company

Dated: [●], 2018

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This DEVELOPMENT AGREEMENT (ARENA AT SEATTLE CENTER) ("Agreement"), dated this [●] day of [●], 2018 ("Effective Date"), is entered into by and between THE CITY OF SEATTLE, a Washington municipal corporation ("City"), and SEATTLE ARENA COMPANY, LLC, a Delaware limited liability company ("Tenant"). The City and Tenant are referred to in this Agreement individually as a "Party" and jointly as the "Parties".

RECITALS

WHEREAS, on January 11, 2017, the City released a Request for Proposal (as amended, the "RFP") for the redevelopment of KeyArena (the "Arena") at Seattle Center as a world-class, multi-purpose sports and entertainment facility. The City developed the RFP with input from ten City departments and in consultation with constituencies throughout Seattle; and

WHEREAS, on April 12, 2017, Oak View Group, LLC, a Delaware limited liability company ("OVG") submitted to the City a proposal in response to the RFP entitled "Proposal for the Transformation of the Arena at Seattle Center" (as subsequently amended, the "OVG Response"); and

WHEREAS, pursuant to an extensive City and stakeholder process involving, among others, each of (1) the Arena Community Advisory Panel created by the City for this process, (2) a City executive review team comprised of the Director of the Office of Economic Development, the Director of Seattle Center, and the Director of the City Budget Office (collectively, the "Executive Review Team"), and (3) a team of City staff members in the areas of design/constructability, finance, operations, social equity, and transportation (collectively, the "City Staff Review Team"), the City selected the OVG Response as the preferred proposal for the renovation of the Arena; and

WHEREAS, on December 4, 2017, the Seattle City Council adopted Ordinance 125480, which, among other things, authorized the Mayor to execute a Memorandum of Understanding in the form approved by the City Council; and

WHEREAS, on December 6, 2017, the Mayor, on behalf of the City, and OVG executed and delivered the Memorandum of Understanding (the "MOU"); and

WHEREAS, the MOU sets forth the mutual understandings of the Parties regarding those actions, permits, approvals, and/or the material terms of anticipated agreements lawful and necessary to accomplish the design, development, construction, lease, financing, management, operation, use, and occupancy of the Arena (collectively, the "Development Project"); and

WHEREAS, on [●], 2018, the Seattle City Council adopted Ordinance [●], which authorized the Mayor, on behalf of the City, to enter into this Agreement, as well as the related and concurrent (1) Lease Agreement (Arena at Seattle Center) (the "Lease") and (2) Seattle Center Integration Agreement (the "Integration Agreement"; the Lease and Integration Agreement, as well as the documentation of the security interests and/or letters of credit to be provided pursuant to Sections 10.1.10 and 10.1.13, are collectively referred to herein as the "Other Transaction Documents");

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as to the following:

SECTION 1. PURPOSE OF AGREEMENT; DEVELOPMENT PROJECT AND DEVELOPMENT PREMISES DEFINED

1.1 Purpose of Agreement. This Agreement sets forth certain understandings between the Parties with respect to the design and construction of the Development Project. Tenant agrees to develop, design, and construct the Development Project in accordance with the terms and conditions of this Agreement and the Lease. Subject only to the City's express representations and covenants in this Agreement and the Lease, Tenant agrees to accept the Development Premises (as defined below) in its as-is condition. As between Tenant, on the one hand, and the City, on the other hand, and except as otherwise expressly set forth herein, Tenant will be solely responsible for (a) the cost of design, permitting, and construction of the Development Project, including any cost overruns, such that no part of such cost of the Development Project shall ever become an obligation of the City, and (b) any construction defects in the Development Project. Notwithstanding the foregoing, Tenant shall not be responsible for costs that are attributable to enhancements to the Development Premises or changes to the Development Project that are requested by the City in its capacity as owner and lessor of the Development Premises, if and as such enhancements may be approved by Tenant and the City in accordance with the process set forth in Section 10.4 below (e.g., City may request Tenant's approval of a proposed Change Order). Nothing herein shall create any obligations on the part of Tenant to any third parties.

1.2 Development Project. The Development Project is described in the plans and specifications titled "Seattle Arena" prepared by Populous and listed or identified on Exhibit A (the "Approved Baseline Plans"), and which are the most current phase of the plans and specifications that have been prepared by Tenant and approved by the City. [The plans and specifications will be further developed and approved as provided in Section 9 below.][1]

1.3 Development Premises. Tenant leases the "Premises" described in the Lease pursuant to the terms and conditions contained therein. This Agreement is supplementary to the Lease and does not separately grant any leasehold interest. The Premises that are leased to Tenant pursuant to the Lease during the Term of this Agreement are referred to herein as the "Development Premises" and are depicted on Exhibit B-1 and legally described on Exhibit B-2. Tenant's use of the Development Premises is also subject to the terms, conditions, and limitations of this Agreement, including, but not limited to, certain City access requirements and certain temporary adjustments to the construction fence line as further described in the Construction Site Logistics Plan and Construction Impact Mitigation Plan.

1.4 Temporary Construction Staging, Loading, and Access Areas. Tenant shall conduct construction staging and loading activities, and shall access the Development Premises during the construction period, in accordance with the Construction Site Logistics Plan attached hereto as Exhibit C-1 (the "Construction Site Logistics Plan"). Tenant does not have rights to use areas within Seattle Center and outside of the Development Premises except (i) as provided in the

[1] Drafting note – bracketed text to be deleted if plans and specifications are in final form and approved as of the Effective Date.

Construction Site Logistics Plan (ii) for the night-time truck hauling use of vacated Harrison Street within the Seattle Center campus from its intersection with vacated 2nd Avenue North on the west and to 5th Avenue North on the east pursuant to conditions further described in Exhibit E and Exhibit R herein, and (iii) for temporary access rights provided in Section 1.5.5 herein.

1.5 Grants and Reservations of Other Real Property Rights.

1.5.1 Crane Overhang License Agreement. Tenant shall locate construction cranes as shown on the Construction Site Logistics Plan. To the extent that Tenant requires a crane overhang license over and across any portions of Seattle Center that are located outside the boundary lines of the Development Premises, then such rights shall be as provided pursuant to a Crane Overhang License Agreement in the form of Exhibit C-2 attached hereto ("Crane Overhang License Agreement"). To the extent that Tenant requires a crane overhang license over and across any real property owned by a third party that is located outside the boundary lines of the Development Premises, then Tenant shall secure such rights in writing prior to commencement of crane operation, and shall provide a copy of any agreements with such third-party property owners to the City for its files on the Development Project.

1.5.2 Shoring and Tie-Back Easement. Tenant shall locate shoring and tie-back improvements as shown on the Shoring and Tie-Back Plan attached hereto as Exhibit D (the "Shoring and Tie-Back Plan"). Concurrently with the execution of this Agreement, the City shall provide Tenant with an easement in the form of Exhibit D-1 attached hereto ("Shoring and Tie-Back Easement") for any shoring and tie-backs which will be located on any portions of Seattle Center that are located outside the boundary lines of the Development Premises. To the extent that Tenant requires a shoring and tie-back easement or license under and access any real property owned by a third party (including, without limitation, the Seattle Department of Transportation ("SDOT")) that is located outside the boundary lines of the Development Premises, then Tenant shall secure such rights in writing prior to commencement of shoring and tie-back installation, and shall provide a copy of any agreements with such third-party property owners to the City for its files on the Development Project.

1.5.3 Northwest Rooms Courtyard Restoration and Mitigation Plan. Tenant, at its sole cost and expense, shall complete design documents for the Northwest Rooms Courtyard that are consistent with and implement this Section 1.5.3, to be included in the Final Design to be approved by the Seattle Center Director in accordance with Section 9.1. Such portion of the Final Design shall be the "Northwest Rooms Courtyard Restoration and Mitigation Plan." The Northwest Rooms Courtyard Restoration and Mitigation Plan will implement the commitment to a 360 degree pedestrian experience surrounding the Arena, including a consistent hardscape, landscape, lighting and signage/wayfinding plan for the upper and lower Northwest Rooms Courtyards, intended to enhance the built environment surrounding the Arena to create an aesthetically consistent and functionally efficient open space around the Arena for the benefit of Arena patrons, Northwest Rooms tenants, and other Seattle Center visitors. Tenant shall at its expense cause same to be timely constructed in accordance with the resulting Final Design.

Tenant, as part of its Development Project may demolish the southern twenty (20) feet of the existing underground tunnel that runs under the upper Northwest Rooms Courtyard and may trench and make adjustments to the ground plane within its construction fence line or as otherwise approved by the Seattle Center Director as needed to implement Tenant's noise mitigation plan, provided that the final restoration of the upper Northwest Rooms Courtyard includes a scope of work mutually agreed upon by the Parties with respect to filling in the remaining portion of the tunnel and ensuring that all roof drains from the KEXP facility and the courtyard drains are in good working order before the new hardscape is installed. During construction, Tenant will provide protection of the Thiry planter/fountain in the upper Northwest Rooms Courtyard, which is part of the landmarked Northwest Rooms and International Pavilion site. If the City proceeds with construction of breezeway improvements during Tenant's construction of the Project, Tenant will coordinate as needed for the City contractor(s) working on breezeway improvements to ensure the City and its contractor(s) have construction access to the breezeway site. Tenant will also provide access to The Vera Project and KEXP leasehold spaces during the period of any construction activities and while Tenant installs new hardscape.

In the lower Northwest Rooms Courtyard, Tenant shall ensure its construction fence is south of the DuPen Fountain and the Atlas Cedar Legacy Tree, which shall be protected. The DuPen Fountain will be closed for the duration of construction. During this time, City will protect the DuPen artworks and will undertake repairs and possible renovation to the DuPen Fountain. Tenant will provide coordination as needed for the City contractor(s) working on the DuPen Fountain and will work to ensure construction access to the fountain site as well as to The Vera Project, SIFF and Art/Not Terminal and their patrons to their leasehold spaces during construction and while new hardscape is installed.

Adjacent to the lower Northwest Rooms Courtyard, Tenant is authorized to deconstruct the south forty (40) feet of the International Fountain Pavilion to construct an egress and air intake/exhaust unit. City will amend the lease with Art/Not Terminal to make this portion of the building available to Tenant, and City and Tenant will mutually agree on such turnover date. Tenant will build a demising wall between the remaining Art/Not Terminal space and the south forty (40) feet, together with all related cutting and patching, to ensure minimal disruption to Art/Not Terminal's ongoing operation, and City and Tenant will jointly negotiate directly with Art/Not Terminal on any closure costs resulting from any temporary closure. Tenant is not responsible for any claim by Art/Not Terminal for its reduced footprint. Utility work associated with this transition must be completed by Tenant and incorporation of this portion of the facility as part of the Arena will be included in the Final Design and Landmarks Certificate of Approval.

Separately from the Northwest Rooms Courtyard Restoration and Mitigation Plan work, if the City proposes future work outside the Development Premises to upgrade the breezeway or additional improvements for the benefit of the Northwest Rooms Courtyard, then following the satisfaction or waiver of the conditions set forth in Section 10.1 of the Development Agreement, the Tenant shall commit One Million One Hundred Thousand Dollars ($1,100,000) in financial support of such work prior to the commencement thereof. Such work might include capital upgrades previously contemplated and approved by Seattle Center, such as structural reinforcement of the breezeway to allow for vehicle

traffic, installation of a waterproof membrane under the breezeway, and installation of removable bollards on Republican Street. To the extent any removable bollards are constructed on Republican Street, the Parties acknowledge and agree that such bollards would be controlled by Landlord, subject to the Parties reasonably agreeing upon security measures that are consistent with NBA, NHL, and federal SAFETY Act requirements and standards.

1.5.4 Mitigation of Construction Impacts. Tenant shall conduct all construction activities in accordance with the Construction Impact Mitigation Plan attached hereto as Exhibit E (the "Construction Impact Mitigation Plan") and the additional plans to be agreed upon in accordance with the terms of the Construction Impact Mitigation Plan. The Construction Impact Mitigation Plan is intended to reduce or eliminate certain anticipated impacts (to the extent feasible) arising from the Development Project, including with respect to transportation, noise, dust control, and impacts on biological and historic resources.

(i) To the extent that the City reasonably believes that Tenant is failing to comply with the Construction Impact Mitigation Plan, City and Tenant shall meet and confer to discuss such concerns and how to bring the Development Project back into compliance (if such concerns are shown to be valid). Moreover, in the event that the City notifies Tenant or its contractors that the nature of such alleged non-compliance has a material adverse effect on Seattle Center or on the operations or events of Seattle Center or its tenants or poses an immediate danger to persons or property in and around Seattle Center, then upon notice from City (and without limitation of other remedies under this Agreement) Tenant shall immediately cease any alleged non-complying construction activities for a period not to exceed twenty-four (24) hours until such issue can be investigated and understood by City and discussed with Tenant and its contractors.

(ii) To the extent that the Construction Impact Mitigation Plan requires payment from Tenant to City, Tenant shall make each such payment within thirty (30) days after invoice.

1.5.5 Temporary Access Rights. Tenant and City anticipate that from time to time Tenant may require temporary access and use of areas of Seattle Center located outside the Development Premises and which are not specifically addressed in the Construction Site Logistics Plan. City will provide temporary access to such areas conditioned upon the following:

(i) the access or use of the areas must be for work described under this Agreement, such as the Project Utilities Plan;

(ii) Tenant must obtain approval from the City Project Coordinator prior to accessing areas outside the Development Premises, which approval may be subject to reasonable conditions regarding time, location, duration, and protection of property;

(iii) Tenant shall repair any damage caused to areas outside the Development Premises and restore such areas to the condition immediately prior to Tenant's use or to such other condition that is approved by the City; and

(iv) Section 13.1 ("General Indemnities") shall apply to all such use by Tenant.

SECTION 2. TERM OF AGREEMENT

2.1 Term. This Agreement is binding and effective from and after the Effective Date and shall continue thereafter for a Term (the "Term") that expires on the "Operating Term Commencement Date" of the Lease, as that term is defined in the Lease; provided, however, that following the expiration of the Term of this Agreement, Tenant shall remain obligated (a) to diligently pursue Final Completion of the Development Project by completing any punchlist items identified by the Parties in writing at the time of Substantial Completion, including those that will be required to obtain a final certificate of occupancy, and (b) for other terms of this Agreement that expressly survive expiration or termination. Final Completion (as defined in Section 10.6) shall be confirmed by a certificate of the architect of record (the "Project Architect") as provided in Section 10.6.

2.2 Last Arena Event Date. Seattle Center shall not schedule any events at the Arena after October 6, 2018 (the "Last Arena Event Date").

2.3 Turnover. For the period between October 1, 2018, and the Initial Commencement Date Landlord agrees to provide to Tenant early access to portions of the Premises in phases, subject to and in accordance with the Collaborative Turnover Schedule set forth on Exhibit R attached hereto. Effective on the date when the City delivers such early access to any portion of the Premises to Tenant, Tenant's limited use and occupancy of the Premises shall be subject to the terms and conditions of Exhibit R and Article II, Section 1(b) of the Lease. Beginning at 12:01 AM on October 15, 2018 (the "Initial Commencement Date"), Tenant shall have possession, use, and control of all of the Development Premises pursuant to the Lease, subject to the terms and conditions of the Lease and this Agreement. Before beginning any demolition or construction activities on the Development Premises, Tenant must meet the additional requirements set forth in Section 10.1 below, and until such requirements are met, Tenant's use of the Development Premises shall be limited to pre-construction activities, including, but not limited to, utility terminations, environmental and geotechnical testing and remediation, mobilization, material and equipment stockpiling, and installation of fencing. Upon October 1, 2018, that certain KeyArena Access Agreement dated August 31, 2017, shall be superseded by this Agreement and the Lease, and shall cease and expire, subject to any provisions which survive in accordance with their terms. Before commencing any occupancy of any portion of the Development Premises, Tenant shall have satisfied the following conditions (the "Turnover Conditions"):

2.3.1 Tenant's delivery of evidence of insurance required hereunder; and

2.3.2 OVG shall be in compliance with all of its obligations under the MOU, including payment of all amounts currently due by OVG under the MOU. [City hereby certifies that as of the Effective Date, OVG is in compliance with all of its obligations

under the MOU, including payment of all amounts due as of the Effective Date by OVG under the MOU.][2]

SECTION 3. PROJECT SCHEDULE AND COORDINATION

3.1 Design and Construction Schedule. Attached hereto as Exhibit F is the most current Design and Construction Schedule for the Development Project. Tenant shall provide to the Seattle Center Representative and the Seattle Center Project Coordinator, not less frequently than monthly throughout the Term, Tenant's most current updates to the Design and Construction Schedule. Tenant acknowledges that the City, when acting in its regulatory capacity, is not limited in its regulatory authority by this Agreement and shall not under any circumstance be responsible for any costs associated with Development Project delays caused by any City regulatory process or appeal.

3.2 Force Majeure. "Force Majeure" shall mean, whenever any time period or deadline is set forth in this Agreement, that such period or deadline shall be extended by the number of days that completion of an obligation is actually delayed due to acts of nature or of the public enemy; governmental action or inaction not reasonably anticipated, including by the City in its capacity as a regulatory authority; acts of terrorism; fires; floods; tidal waves; epidemics; quarantine restrictions; freight embargoes; earthquakes; unusually severe weather; strikes or other substantial interruption of work because of labor disputes; inability to obtain materials or acceptable substitute materials on a timely basis, not reasonably anticipated; failure or delay in delivery of utilities serving the Development Premises not caused by, or outside the reasonable control of, the Party claiming an extension; previously unknown environmental conditions discovered on or affecting the Development Premises or any portion thereof, in each case including any delay caused or resulting from the investigation or remediation of such conditions; existing unknown or newly discovered geotechnical conditions, including any delay caused or resulting from the investigation or remediation of such conditions; litigation that enjoins construction or other work on the Development Premises or any portion thereof, causes a lender to refuse to fund, disburse or accelerate payment on a loan, or prevents or suspends construction work except to the extent caused by the Party claiming an extension; and any action or proceeding before any judicial, adjudicative, or legislative decision-making body, including any administrative appeal, that prevents the action that is being delayed, brought by a third party that challenges any Required Permit or Approval or other approval, action or consent required to implement the Development Project, provided the foregoing events shall only be considered Force Majeure to the extent the same (i) do not arise from the acts or negligent omissions of the Party claiming Force Majeure delay and (ii) are not within the reasonable control of such Party. Tenant shall provide prompt notice to the City of any claim of Force Majeure.

3.3 Schedule Coordination with Seattle Center Events, Festivals, and Other Construction Projects.

3.3.1 Major Events. Attached to this Agreement as Exhibit G is a list of major annual festivals which are currently scheduled to take place at Seattle Center ("Major Events") for which Tenant, during the Term, agrees to temporarily move its construction

[2] Bracketed text to be confirmed as of the Effective Date.

fence and make other accommodations as set forth in Exhibit G. Tenant shall ensure that all Development Project-related equipment, materials, and debris are removed from the Seattle Center grounds outside the construction fence as it is temporarily moved prior to each Major Event.

3.3.2 Festivals, Events and Tenants. The Seattle Center Project Coordinator shall periodically provide Tenant's Representative with a list of upcoming events at Seattle Center, and Tenant's Representative shall periodically provide to the Seattle Center Project Coordinator updates on material upcoming Development Project-related design, development, and construction activity. City, Tenant, and its contractors shall meet and confer in good faith to determine how to efficiently and equitably coordinate their respective events and activities; provided, however, that Tenant shall not be required to move its construction fence for any events other than Major Events as contemplated by Section 3.3.1.

3.3.3 Seattle Center Construction Activity. Seattle Center may have construction projects underway elsewhere on the Seattle Center campus, including work adjacent to the Development Premises on the north and east sides. City, Tenant, and its contractors shall meet and confer in good faith to determine how to efficiently and equitably coordinate construction activities with Seattle Center so as to minimize interference with other campus construction and the Development Project.

3.4 Coordination of Pedestrian and Vehicular Access and Updates on Construction Activities. Tenant shall be responsible for obtaining any permits from SDOT for the closure of any public rights-of-way, in each case to the extent legally required. To the maximum extent possible, notice of any street closures set forth on the Construction Site Logistics Plan or otherwise contemplated by the Construction Impact Mitigation Plan shall be provided in advance to all affected parties, including any directly impacted resident organizations. For any other street right-of-way curbspace reservation or use adjacent to the Seattle Center campus that is addressed in that certain Memorandum of Agreement for Event Curbside Management dated June 20, 2011 (the "Curbside MOA"), a copy of which is attached to this Agreement as Exhibit H, Tenant shall obtain applicable permits by making a written request to Seattle Center that it exercise its rights under the Curbside MOA. For any street right-of-way use not addressed by the Curbside MOA, Tenant shall reasonably coordinate with Seattle Center before applying to SDOT for a Street Use Permit, which coordination shall consist of Seattle Center and Tenant working reasonably and cooperatively with SDOT to prioritize and allocate street and curbspace rights to accommodate as much and as efficiently as possible the respective street and curbspace needs of Tenant and other Seattle Center activities and tenants. In exercising any rights and permits that are allocated by SDOT or Seattle Center to Tenant under this Section 3.4, Tenant shall at all times comply with the terms of the Curbside MOA, including but not limited to, the payment of all applicable fees.

Tenant shall use good faith, commercially reasonable efforts to coordinate all mobilization and construction activities with the Seattle Center Project Coordinator in accordance with the Construction Impact Mitigation Plan and the Construction Site Logistics Plan to mitigate impacts to pedestrians and other Seattle Center tenants and users. Tenant and its contractors shall use only the approved truck haul routes and days and hours for trucks hauling material from or to the Development Premises as set forth in the Construction Site Logistics Plan and the Construction

Impact Mitigation Plan, with schedule coordination with potential event and other impacts to be approved pursuant to the weekly construction update process described below. Tenant must obtain advance approval from the Seattle Center Project Coordinator for the location, time, and other logistics for any access to the Seattle Center campus by any Tenant contractor that is not along one of the approved haul routes during approved days and hours.

Tenant's contractors shall maintain safe pedestrian access on First Avenue North, and except during periods of street closure, on Thomas Street between Second Ave North and Warren Avenue, or shall provide adequate signage to route pedestrians on alternate routes. In addition, Tenant agrees to use commercially reasonable efforts to coordinate construction activities to minimize impediments to pedestrian access to and around the Development Premises and shall not permit its contractors to block or otherwise unreasonably impede access to or use of any road, gate, or walkway on the Seattle Center campus that is outside of the Development Premises without prior written authorization from the Seattle Center Project Coordinator.

The Tenant Representative will provide a weekly written construction update (which shall include a three-week look-ahead schedule of upcoming construction activities) to the Seattle Center Project Coordinator, which update may be delivered by e-mail. The Tenant Representative also will cooperate in good faith with the Seattle Center Project Coordinator to establish a system for reviewing and coordinating the general construction schedule with the operations and events of Seattle Center and its tenants, including if so requested by the Seattle Center Project Coordinator, with representatives of any affected Seattle Center tenants. The Seattle Center Project Coordinator will provide to the Tenant Representative a list of affected tenants for discussion and concurrence between them on a final list of groups to which updates will be delivered.

3.5 First Avenue North Garage Operations During Construction. Tenant acknowledges that certain utilities necessary for operation of the First Avenue North Garage are fed from the Development Premises. The City will not relocate any utilities, and Tenant shall be responsible for any relocations or other steps necessary to maintain utility service connections to the garage for Tenant's needs. Seattle Center has a preventative maintenance (PM) contract with Kone Inc. for the First Avenue North Garage elevator and pays a monthly fee for PM. Upon written request from Tenant, Seattle Center will keep the PM contract in place for the garage, provided that Tenant shall reimburse the monthly fee and any additional repair costs. Tenant shall secure its own elevator maintenance contract for the First Avenue North Garage prior to the Rent Commencement Date under the Lease Agreement.

3.6 Coordination of Removal of Property from Development Premises Prior to Construction. Subject to Tenant's agreement to salvage certain items as provided in Article II, Section 14 of the Lease, the City may remove any furniture, fixtures, and personal property on the Development Premises, and all furniture, fixtures, and personal property on the Development Premises that shall not have been removed by the City before the Turnover Date (the "Existing Property") and that remains on the Development Premises on the Turnover Date shall be treated as abandoned in place in accordance with Section 10.10.10.

SECTION 4. TENANT AND FACILITY RELOCATION PLAN

4.1 Tenant and Facility Relocation Plan. Except as otherwise set forth in this Agreement, and subject to the Existing Encumbrances set forth in Exhibit B to the Lease, City, at its sole cost and expense, shall coordinate the relocation of tenants and other facilities affected by the Development Project in order to deliver use and possession of the Development Premises as set forth in Section 2.3 herein.

4.2 Tenant Breach. If a tenant breaches an obligation to timely vacate its premises or remove its equipment in accordance with the terms of its license, contract, or termination or relocation agreement, then the City shall use commercially reasonable efforts to require such tenant or licensee to vacate and remove equipment as expeditiously as possible. So long as the City takes commercially reasonable steps to enter into relocation agreements where possible and to enforce its agreements with third parties for vacating the Development Premises prior to the Turnover Date, any delay resulting from any breach or other action a by tenant or licensee shall constitute Force Majeure.

SECTION 5. COMMUNITY BENEFITS DURING CONSTRUCTION

5.1 Community Liaison. As of the Effective Date, Tenant has retained (and Tenant shall continue to retain throughout the Term of this Agreement) and provided the Seattle Center Representative with the name and contact information of a full-time community liaison (the "Community Liaison") who will run day-to-day outreach operations for the Development Project. The Community Liaison or his or her successor shall coordinate efforts with Tabor 100, the City, and other local community organizations to ensure that Tenant's procurement and hiring practices minimize barriers to entry for WMBEs and underrepresented communities. During design and construction, the Community Liaison will provide information and access to prioritize hiring women and minorities. The Community Liaison shall coordinate and staff bi-weekly meetings to coordinate with the Tenant's contractors, SDOT, SDCI, businesses, community, city, and resident organizations on construction impacts and efforts to support ongoing activities at Seattle Center and in the adjacent communities. The Community Liaison shall also actively work to build relationships in the community through interaction with community councils, participation in civic groups, and participation in other business-related civic groups.

5.2 Ombudsperson. The Seattle Center Director will designate a staff person at Seattle Center (an "Ombudsperson"), beginning at the start of construction. The Ombudsperson will facilitate communication between Tenant, the communities adjacent to Seattle Center, resident organizations, Seattle Center, and City Hall. The Ombudsperson will work collaboratively with the Community Liaison to help resolve issues that may arise during construction in a manner consistent with the terms of this Agreement and the Other Transaction Documents. The Ombudsperson will also work in partnership with community organizations and resident organizations on initiatives to support small businesses, to support resident organizations during construction, and to make special events and public space activations successful. The Ombudsperson's role is limited to facilitating communication. The Ombudsperson shall not have the authority to amend or waive the terms of this Agreement, and the participation of the Ombudsperson in working to resolve any particular issue shall not be deemed to amend, modify, or limit the obligations of Tenant under this Agreement.

5.3 Organizational Capacity Building. Tenant shall pay directly to Uptown Alliance the amount of Seventy-Five Thousand Dollars ($75,000) per year for three (3) years to provide funding for organizational capacity building for use by Uptown Alliance and Uptown Arts and Culture Coalition. A report by neighborhood organizations is expected annually on results of building organizational capacity and the outcomes and results from the funding. The first payment to Uptown Alliance shall be due on or before October 31, 2018, the second payment shall be due on or before October 31, 2019, and the third payment shall be due on or before October 31, 2020. Uptown Alliance has separately provided to the Parties a plan for its use of the organizational capacity building funding. The funding described in this Section 5.3 is separate and distinct from the Community Fund described in the Lease. Tenant shall provide the City evidence of payment upon request of the City.

5.4 Community Coordination Committee. In addition to the bi-weekly meetings scheduled by the Community Liaison, the Ombudsperson and Community Liaison will staff a monthly meeting with a committee of community representatives (the "Community Coordination Committee") that will ensure frequent communications between Tenant, adjacent communities/Seattle Center resident organizations, and Seattle Center regarding construction activities and on-going operations of the Arena. The Community Coordination Committee membership will be open to representatives from all affected organizations both in the community and on the Seattle Center campus. The Community Coordination Committee will begin its work during the construction timeframe, but may extend its functions into the operations phase of the Arena. All of the geographic communities impacted by the Development Project will be represented, and decision-making will be defined with the understanding that there will be flexibility over time. The Ombudsperson and the Community Liaison will facilitate the meetings of the Community Coordination Committee and help to address any issues that might arise.

5.5 Meeting Space. Tenant shall provide or cause to be provided community local meeting space for Uptown Alliance and the Uptown Arts and Culture Coalition (a) bi-weekly for up to twelve (12) people and (b) in coordination with Seattle Center, quarterly for up to fifty (50) people for meetings related to the Development Project.

5.6 Collaboration on Events During Construction. During Arena construction, Tenant, acting through its Community Liaison, will work with the community to jointly sponsor on-campus and off-campus events that promote small businesses in the area and arts and culture in the respective communities. Such joint sponsorships are intended to address interruptions that will likely impact on-campus events and in adjacent communities during construction, as well as to set the stage for future collaboration, to activate the neighborhood, and to provide incentives for customers to continue to support the neighborhood businesses and organizations during the construction period. These events may be new or existing events to host and/or promote. The Seattle Center Director's prior written approval shall be required for any of these events which are proposed to take place within Seattle Center Common Areas or at Seattle Center areas under the control of the City, which approval may be conditioned on payment of fees or other requirements established at the Director's discretion and which are of general applicability to all event promoters at Seattle Center. Tenant shall be responsible for obtaining any third-party permissions for use of any part of Seattle Center under the control of a resident tenant or licensee for these events.

SECTION 6. UTILITY TERMINATION, RELOCATION, AND CONNECTION

Tenant shall perform any remaining work that is needed to separate and relocate utilities and building systems in the Arena and in the International Fountain Pavilion which also are utilized by other parts of the Seattle Center campus, including electrical and low voltage wiring, mechanical, plumbing and drainage piping, in a manner that does not interrupt utility service to premises outside the Development Premises, including the Northwest Rooms, except for such temporary interruption as may be specifically approved in writing by the City.

SECTION 7. ROLE OF SEATTLE CENTER AND TENANT REPRESENTATIVES

7.1 Designation of Seattle Center Representative and Seattle Center Project Coordinator. The Seattle Center Director, acting as the City official representing the City as owner and lessor of the Development Premises, shall designate from time to time in writing an individual who shall serve as the Seattle Center Representative (the "Seattle Center Representative") and the Seattle Center Project Coordinator (the "Seattle Center Project Coordinator") for the purposes of communicating with the Tenant Representative regarding matters related to the design and construction of the Development Project, not including matters in which the City is acting in its regulatory capacity. The initial Seattle Center Representative shall be Jill Crary, and the initial Seattle Center Project Coordinator shall be Jae Lee. Tenant shall so inform its personnel, Project Architect, and Prime Contractor. The Tenant Representative shall advise the Project Architect and Prime Contractor to reasonably coordinate with the Seattle Center Representative and/or the Seattle Center Project Coordinator to keep such individuals informed as to the Development Project.

7.2 Designation of Tenant Representative. Tenant shall designate from time to time in writing an individual who shall serve as the Tenant Representative for the purposes of communicating with the Seattle Center Representative regarding matters related to the design and construction of the Development Project (the "Tenant Representative"). The initial Tenant Representative shall be Steve Mattson of OVG. The Seattle Center Representative shall advise Seattle Center staff to reasonably coordinate with the Tenant Representative to keep such individual informed as to any facts or circumstances in or around Seattle Center that are reasonably anticipated to affect the Development Project.

7.3 Role of Seattle Center Representative, Seattle Center Project Coordinator, and Tenant Representative. The Seattle Center Representative and the Seattle Center Project Coordinator are each authorized to receive notices as specified in this Agreement and to make binding decisions on behalf of the City consistent with the responsibilities expressly allocated to those representatives under this Agreement. Otherwise, only the Seattle Center Director shall be authorized to make binding decisions on behalf of the City with respect to the Development Project and this Agreement, provided that nothing in this Agreement shall limit the City when acting in its governmental and regulatory capacity. Only the Tenant Representative is authorized to give binding instructions or to make binding decisions on behalf of Tenant hereunder with respect to the design, development, and construction of the Development Project. Tenant will use good faith, commercially reasonable efforts to involve and keep the Seattle Center Representative and the Seattle Center Project Coordinator informed on a timely basis of significant aspects of the design and construction of the Development Project as it pertains to exterior elements, including public plaza and common areas, surrounding rights of way, signage, wayfinding, and integration with the Seattle Center campus.

7.4 Meetings and Briefing Materials. In order to enable the Seattle Center Representative and/or the Seattle Center Project Coordinator to become informed about the status of the Development Project, participate in discussions regarding same, and present the City's non-binding recommendations with respect to matters being discussed, the Tenant Representative will schedule regular meetings, not less frequently than bi-weekly, with senior design and construction staff of Tenant and other design and construction principals to discuss major issues related to the development and construction of the Development Project. The Seattle Center Representative and Seattle Center Project Coordinator and, if and when so requested by the City, the City's designated financial and construction consultants, will be notified of the time and place of and invited to all such meetings.

7.5 Material Construction-Related Documents and Notices. The Tenant Representative will also timely provide the Seattle Center Representative and Seattle Center Project Coordinator with copies of material construction-related documents and notices, including all material Design and Construction Schedule updates and modifications, all material Project Budget updates, a monthly independent engineer's report regarding Development Project status during the term of any Leasehold Mortgage (as such term is defined in the Lease), material permit applications, material change order proposals, any default notices from Leasehold Mortgagee, and material notices of default or non-compliance to or from any party. As used in this Section and in Section 10.4, a "material" change includes one that (i) would require an amendment to or otherwise be inconsistent with the Certificate of Approval or any other building permit; (ii) would materially extend the scheduled date of Substantial Completion of the Development Project; (iii) is incompatible with other structures and landscaping at the Seattle Center; (iv) would have a material adverse effect on existing electrical, utility, communications, or other data systems serving Seattle Center buildings on the perimeter of the Development Project; or (v) would have a material adverse effect on Seattle Center's ability to secure the Seattle Center campus with retractable and/or removable bollards or other such security systems, all as reasonably determined by the Seattle Center Representative. Upon City's reasonable request (but no more frequently than monthly), Tenant shall provide the Seattle Center Representative and Seattle Center Project Coordinator with access to such documents, books, records, or similar materials in Tenant's possession or control that reasonably relate to the design or construction of the Development Project; provided, however, that the City and Tenant shall meet and confer in good faith prior to such disclosure to protect the confidentiality of proprietary information that would otherwise be made subject to public records act disclosure. Receipt by the Seattle Center Representative and Seattle Center Project Coordinator of any of the foregoing information shall not create or be the basis for any waiver or estoppel by or against the City of any express right of the City under this Agreement unless and until the City issues a pertinent written consent or waiver.

7.6 Development Premises Access. Subject to generally-applicable Development Project safety rules promulgated by Tenant or its contractors from time to time, the Seattle Center Representative and Seattle Center Project Coordinator shall at all reasonable times and upon reasonable prior notice (which notice may be given by e-mail or telephone call) have reasonable access to the Development Premises, including the opportunity to observe and inspect any and all work being performed at the Development Premises and any and all Development Project activity.

7.7 No Liability to City. No recommendations, approvals, or other actions under this Agreement by the Seattle Center Director, Seattle Center Representative, Seattle Center Project

Coordinator, or any other representative of the City will in any manner cause the City to bear any responsibility or liability for the design or construction of the Development Project or for any defects related thereto or any inadequacy or error therein or any failure to comply with applicable law, ordinance, rule, or regulation. Approval of any Development Project design documents by the City pursuant to this Agreement shall not constitute an opinion or representation as to their adequacy for any purpose other than the City's own purposes.

SECTION 8. SELECTION OF DESIGNERS, CONTRACTORS, AND SUBCONTRACTORS; INCLUSION OF WOMEN AND MINORITY BUSINESSES; LABOR AND SOCIAL EQUITY PROVISIONS

8.1 Initial Designations. Tenant's initial contracts for design and construction of the Development Project are listed on Exhibit I (collectively and as may be amended, supplemented, or replaced from time to time, the "Arena Contracts"). Tenant has obligated the counterparties to the Arena Contracts to comply with the applicable requirements of this Agreement.

8.2 Contract Requirements. All Arena Contracts are or will be with architects, engineers, and contractors who have had extensive experience constructing significant sports and entertainment facilities and are otherwise acceptable to Tenant. All Arena Contracts are or will be consistent with industry standards, and the Arena Contract with Tenant's prime contractor for construction of the Development Project ("Prime Contractor") does or will provide for liquidated damages in case of late completion, require payment and performance bonds or a Qualifying Parent Guaranty in favor of Tenant and the City in the contract sum in accordance with Section 10.1.2, and include retainage provisions, contingency amounts, and other appropriate cost overrun and completion protections consistent with industry standards and as reasonably determined by Tenant. All Arena Contracts will include provisions for insurance consistent with the requirements of Exhibit G of the Lease. Prior to the commencement of construction and demolition activities on the Development Premises, Tenant shall collaterally assign the Arena Contracts to City pursuant to the form of collateral assignment attached hereto as Exhibit J, it being expressly understood that such collateral assignment shall be subject and subordinate in all respects to any leasehold mortgage encumbering the Development Premises on a form of subordination agreement acceptable to Tenant's mortgagee(s), such that City shall have the right (but not the obligation) to assume such Arena Contracts and complete the construction of the Development Project in the event that Tenant breaches its completion obligations under this Agreement past all applicable periods for notice and cure. Tenant shall have the final decision-making authority with respect to the selection of architects, engineers, and contractors and the terms and conditions of the Arena Contracts.

8.3 WMBE Inclusion Plan and Requirements. As provided under SMC 20.42.010, the City has found that minority and women businesses ("WMBE(s)") are significantly underrepresented and have been underutilized on City of Seattle projects. While the City is not responsible for the construction of the Development Project, the City does not intend to enter into agreements with businesses that discriminate in employment. The City intends to provide the maximum practicable opportunity for increased participation by minority and women-owned businesses, as long as such businesses are underrepresented, and to ensure that the City's business practices do not support discrimination in employment when the City enters contracts. The

WMBE goal established for the construction of the Development Project is fifteen percent (15%), provided that the Development Project shall further aspire to achieve eighteen percent (18%).

Accordingly, the Tenant shall require its Prime Contractor to use affirmative efforts and non-discrimination strategies as further described in the Inclusion of Women and Minority Businesses and Labor and Social Equity Requirements attached as Exhibit O to solicit and contract with WMBEs on subcontracting and supply opportunities for the Development Project, including requiring its Prime Contractor to agree to such efforts through the submission of the Prime Contractor WMBE Inclusion Plans, as a material condition of the contract, and requiring the Prime Contractor to use the Subcontractor Inclusion Plan from first-tier contractors bidding on the Development Project, as described in Exhibit O. The final Prime Contractor WMBE Inclusion Plans and Subcontractor Inclusions Plans must be approved by the City's Contracting and Purchasing Services Department ("CPCS"), and CPCS will monitor for compliance with these requirements.

8.4 Community Workforce Agreement and Priority Hire Requirements. The Tenant and the City mutually desire to provide for labor harmony on the Development Project and to provide for the inclusion of a diverse workforce reflective of the community in which the work is being performed and to provide for inclusion of workers from economically distressed areas consistent with the City's Priority Hire Program, which was adopted under SMC Ch. 20.37. Tenant shall enter into a Community Workforce Agreement ("CWA") with applicable trades, and shall require its Prime Contractor and all subcontractors to assent to the CWA, which will include provisions to prioritize workers living in economically-distressed ZIP codes, women, people of color and preferred entry candidates for hire on covered projects. The City has reviewed the CWA between Tenant and the applicable trades, and agrees that the CWA satisfies its interests described above. CPCS shall act as third-party administrator and monitor for compliance with the CWA as further provided in the CWA and on Exhibit O and will provide guidance to the Prime Contractor and subcontractors regarding compliance with Priority Hire and CWA provisions.

8.5 Prevailing Wages. In accordance with the CWA, the Tenant shall require that the Prime Contractor and subcontractors of every tier adhere to the prevailing rates for all craft workers, in effect at the time their respective contracts are executed. Prime Contractor and subcontractors of every tier will further recognize all increases to wages and fringe benefits on the effective date(s) in the individual craft local collective bargaining agreement. Prevailing rates established under the CWA or any applicable craft local collective bargaining agreement may not be less than the prevailing rate established by Washington State Labor and Industries. In monitoring the CWA, CPCS will use the Washington State Labor and Industries ("L&I") job classification definitions, rules, and determinations for monitoring and compliance efforts throughout the life of the construction project. OVG shall obtain the individual craft local collective bargaining agreement Schedule A with the job classification wage rates already established from the applicable labor organizations and provide them to CPCS in a similar format as provided by L&I at least thirty (30) days before the effective date.

Tenant shall ensure that the Prime Contractor is responsible for any violations of the wage requirements by its subcontractors, individuals, or firms, and Tenant will cooperate with CPCS in identifying and taking enforcement action against the Prime Contractor to remedy any violations

to achieve compliance. Tenant shall cooperate with CPCS in identifying and taking enforcement action against the Prime Contractor to remedy any violations to achieve compliance.

8.6 Apprenticeship Plan. The City has determined that there is a need for increased training and apprenticeship opportunities in the construction industry and that a diverse and well-trained workforce is critical to the economic and social vitality of the region. In establishing requirements for the use of apprentices on the Development Project, it is the City's intent to encourage the training and promotion of apprentices to journey level status. Accordingly, Tenant shall require its Prime Contractor to ensure that eighteen percent (18%) of the total contract labor hours on the Development Project are performed by apprentices as further described on Exhibit O.

8.7 Qualified Workers.

8.7.1 Qualified Worker Commitment. Tenant and the City are committed to providing employment opportunities at the new Arena for workers who provided services at KeyArena before construction commenced. Tenant and the City have developed the plan in this Section 8.7 for retaining those employees, to the maximum extent possible given the staffing needs for the new Arena.

8.7.2 Definitions. As used in this Section 8.7:

(a) "City Qualified Workers" are City employees whose positions will be eliminated upon closure of KeyArena and who will be qualified to receive offers of employment at the new Arena, subject to the limitations and conditions below. "City Qualified Workers" are further divided into three categories: Category 1A City Qualified Workers, Category 1B City Qualified Workers, and Category 2 City Qualified Workers. The City will continue to employ a limited number of City employees who provided services but were not primarily assigned to KeyArena before construction, and such workers will not be considered City Qualified Workers.

(b) "Category 1A City Qualified Workers" are regular full time and regular part time City employees (i) who were employed by the City on December 6, 2017, (ii) who worked at KeyArena at any time between January 1, 2017 and December 6, 2017, as indicated by coding work time to KeyArena on their timesheets, and (iii) whose positions are budgeted at KeyArena or who have a primary assignment at Key Arena, as determined by the City.

(c) "Category 1B City Qualified Workers" are regular full time and regular part time City employees (i) who were employed by the City on December 6, 2017, (ii) who have worked at KeyArena at any time between January 1, 2017 and December 6, 2017, as indicated by coding work time to KeyArena on their timesheets, and (iii) whose positions are not budgeted at KeyArena and who do not have a primary assignment at KeyArena, as determined by the City.

(d) "Category 2 City Qualified Workers" are intermittent City employees (i) who worked at KeyArena at any time between January 1, 2017 and December 6, 2017, as indicated by coding work time to KeyArena on their timesheets, and (ii) who were employed by the City on December 6, 2017.

(e) "Legacy Vendor" means each of AEG, Levy, and Ticketmaster.

(f) "Legacy Vendor Qualified Workers" means:

a. Regular full time and part time employees of any Legacy Vendor (i) who worked at KeyArena at any time between January 1, 2017 and December 6, 2017, and (ii) who remained employed by such Legacy Vendor on December 6, 2017; and

b. Intermittent employees of any Legacy Vendor who worked at Key Arena at any time between January 1, 2017 and December 6, 2017 and who remained employed by such Legacy Vendor on December 6, 2017.

(g) "Qualified Workers" means both City Qualified Workers and Legacy Vendor Qualified Workers. To be a Qualified Worker in any category, the employee must be, or have been in, good standing as an employee with the City or Legacy Vendor, as applicable. "Good standing" with the City shall mean that the employee has demonstrated the necessary skills for his/her assigned position, and is not subject to a final warning, Last Chance Agreement, or suspension with the City during the twelve (12) months preceding the Operating Term Commencement Date. "Good standing" with a Legacy Vendor shall mean that the employee has demonstrated the necessary skills for his/her assigned position, and is not subject to a final warning, Last Chance Agreement, or suspension with such Legacy Vendor during the twelve (12) months preceding the Operating Term Commencement Date.

8.7.3 City Qualified Worker Plan.

(a) During July 2018, the City provided Tenant with lists of City Qualified Workers, including for each worker, the job classification, the last date worked for the City, the wage rate, and, if authorized by the employee, contact information. Subject to employee authorizations the goal is to complete updates to the list in October 2018. City also provided Tenant with information about wage increases that would have applied to City Qualified Workers through the Operating Term Commencement Date.

(b) By August 2, 2018, Tenant offered to all City Qualified Workers, and the City facilitated, the opportunity to meet with Tenant representatives to discuss such City Qualified Workers' jobs and skills. Tenant has

established a procedure for City Qualified Workers to modify and update their contact information.

(c) No later than October 1, 2019, Tenant shall provide its staffing plans for the new Arena to the City.

(d) No later than ninety (90) days prior to the Operating Term Commencement Date, Tenant shall make offers of employment to Category 1A City Qualified Workers and Category 2 City Qualified Workers. To the extent possible within the staffing plan and with respect to worker skills, the offers shall be for equivalent positions to the former positions of such City Qualified Workers at KeyArena. The offers shall provide at least four (4) weeks for the City Qualified Workers to accept.

i. An "equivalent position" shall mean a position which has the same position status, i.e. regular or intermittent, and similar job duties and rate of pay, adjusted by the same increases as provided to other City employees in the same or analogous classifications, as the employee held on December 6, 2017.

ii. If a City Qualified Worker does not respond to contact from Tenant within four (4) weeks, then Tenant may deem that the City Qualified Worker is no longer interested in employment.

(e) If Category 1A City Qualified Workers decline offers of employment or do not respond within the designated time period, Tenant shall make offers for those positions in the same classifications to Category 1B City Qualified Workers from those classifications, up to the number of positions in the staffing plan. Offers to Category 1B City Qualified Workers and Category 2 City Qualified Workers shall be made in the order of the total number of hours worked at Key Arena from January 1, 2017 through December 6, 2017.

(f) If all Category 1A City Qualified Workers, Category 1B City Qualified Workers, and Category 2 City Qualified Workers have been offered equivalent positions to their former positions in KeyArena and open staffing plan positions remain available after the offers have been accepted or declined or the time period to accept offers has expired, then Tenant may fill open positions with employees that are not City Qualified Workers.

(g) If Qualified Workers do not provide contact information to Tenant, Tenant and the City will coordinate to attempt to convey offers. However, it is recognized that Tenant may not be able to convey offers to those Qualified Workers who choose not to provide contact information.

8.7.4 Legacy Vendor Qualified Worker Plan.

(a) By December 31, 2018, Tenant shall offer to all Legacy Vendor Qualified Workers the opportunity to meet with Tenant representatives to discuss such Legacy Vendor Qualified Workers' jobs and skills. Tenant shall also establish a procedure for Legacy Vendor Qualified Workers to modify and update their contact information.

(b) No later than ninety (90) days prior to the Operating Term Commencement Date, Tenant shall make offers of employment to Legacy Vendor Qualified Workers. To the extent possible within the staffing plan and with respect to worker skills, the offers shall be for equivalent positions to the former positions of such Legacy Vendor Qualified Workers at KeyArena. The offers shall provide at least four (4) weeks for the Legacy Vendor Qualified Workers to accept.

iii. An "equivalent position" shall mean a position which has the same position status, i.e. regular or intermittent, and similar job duties and rate of pay, adjusted by the same increases as provided to other Legacy Vendor Qualified Workers in the same or analogous classifications, as the employee held on December 6, 2017.

iv. If a Legacy Vendor Qualified Worker does not respond to contact from Tenant within four (4) weeks, then Tenant may deem that the Legacy Vendor Qualified Worker is no longer interested in employment.

(c) If Legacy Vendor Qualified Workers do not provide contact information to Tenant, Tenant and the City will coordinate to attempt to convey offers. However, it is recognized that Tenant may not be able to convey offers to those Legacy Vendor Qualified Workers who choose not to provide contact information.

(d) Tenant may engage vendors to provide the services previously provided by the Legacy Vendors. To the extent such new vendors have been engaged by the dates in this Legacy Vendor Qualified Worker Plan, the new vendor shall take the actions assigned to Tenant.

8.7.5 Documentation of Position Offers. No later than thirty (30) days after the Operating Term Commencement Date, Tenant shall provide written documentation to the City, for each Qualified Worker, identifying whether or not a position was offered to him or her, the date any offer was made, the Qualified Worker's response, data indicating the equivalency of the position offered to the position held as a City employee or as a Legacy Vendor employee, and other information as may be reasonably requested by the City to demonstrate Tenant's compliance with the obligations under this Section 8.7.5.

SECTION 9. DESIGN PHASE

9.1 Plan Approval Process. In addition to all City regulatory reviews for the Development Project, including those relating to design, environmental impacts, and landmarks status, the design documents (including plans and specifications) shall be subject to the review and approval of the City in its capacity as the owner and lessor of the Development Premises, acting through the Seattle Center Department, which has jurisdiction over the Development Premises. As

a result, the Parties agree that it will be mutually beneficial to coordinate design development between Tenant, the City's regulatory agencies, and the Seattle Center Department. The Parties will follow the process in this section to coordinate the review and approvals of the design documents through completion of the Final Design (as defined below), and final Project Budget and Design and Construction Schedule. The Approved Baseline Plans have been approved by the City. Tenant, in regular consultation with the Seattle Center Representative, shall direct and cause the Project Architect to prepare and develop all subsequent design documents in accordance with and consistent in all material respects with the Approved Baseline Plans, Northwest Rooms Courtyard Restoration and Mitigation Plan, Design Standards, and this Agreement, except for changes approved in writing by the Seattle Center Director. Tenant shall cause the design documents to be developed in the phases described in the Design and Construction Schedule and by the respective deadlines therefor set forth in the Design and Construction Schedule, and for each phase to be delivered to City a complete set of one "full" size drawings, one "half" scale drawings, and electronic drawing files in AutoCAD and scalable PDF format. Tenant agrees that City has the right to approve each such phase of the design documents, including the final construction design documents ("Final Design"), in accordance with the terms hereof, such approval not to be unreasonably withheld, conditioned, or delayed so long as such design documents are consistent in all material respects with the Approved Baseline Plans, Northwest Rooms Courtyard Restoration and Mitigation Plan, Design Standards, and this Agreement, and (if applicable) subsequent phases of design documents that shall have been previously approved. The Seattle Center Director shall have a minimum of ten (10) days to review and approve each submittal. Tenant shall not commence any work, nor submit for bidding, any work pursuant to plans not yet approved by the City. Tenant shall not be required to accept any enhancements that are requested by the City in its capacity as owner and lessor of the Development Premises and that constitute changes in the scope of the Development Project unless the Parties mutually agree upon a Change Order therefor.

9.2 Design Standards. The Parties agree that all design documents, including the Final Design of the Arena, shall meet the following design standards (the "Design Standards"):

(i) facilitate ongoing compliance with the Operating Standard (as defined in the Lease);

(ii) comply with all applicable laws, including, but not limited to, the requirements of the Americans with Disabilities Act ("ADA"), taking into consideration Title II and III. In cases where the Title II and III standards differ, the design shall comply with the standard that provides the highest degree of access to individuals with disabilities. Additionally, in cases where the provisions of the ADA exceed requirements contained in building codes and other regulations, the ADA requirements shall control;

(iii) comply with current and currently-anticipated NHL, NBA, and WNBA specifications, standards, and requirements for new arenas. Tenant will consult with both the NBA and NHL to ensure that the Final Design of the Arena is sufficient to permit an NBA and NHL team to play home games at the Arena, and such sufficiency shall be confirmed by a letter executed by the Project Architect on its letterhead;

(iv) be consistent with the Seattle Center Century 21 Master Plan and Design Guidelines (the "Master Plan") and the Uptown Urban Design Framework Guiding Principles;

(v) comply with the City of Seattle Landmarks Preservation Board controls and incentive agreements, certificate of approval processes, and any design requirements imposed as a result of the designation of the existing arena and other facilities within the Development Premises as historic landmarks;

(vi) where connecting to Seattle Center campus infrastructure, comply with the Seattle Center's Site Standards (as last updated in June 2016);

(vii) complete successful review by the Seattle Design Commission;

(viii) provide 360-degree pedestrian access around the circumference of the Arena, and to the maximum extent feasible, for the exterior pedestrian walkways, landscaping and hardscaping, and other exterior amenities in the Development Premises to remain available for public use and enjoyment, festivals, and other uses consistent with Seattle Center's purpose and Master Plan;

(ix) provide vehicular access to the upper and lower Northwest Rooms Courtyard, and implement the Northwest Rooms Courtyard Restoration, Mitigation, and Access Plan; and

(x) comply with applicable City requirements for sustainable construction and strive to utilize the most modern practices of sustainable design and construction available at the time of construction in accordance with Tenant's business interests, including meeting a LEED Gold rating or achieving equivalent standards for energy use, water use, storm water management, construction waste diversion, and bicycle facilities.

9.3 Initial Signage Plan for the Development Premises. The initial sign plan for the Development Premises is attached hereto as Exhibit K (the "Initial Sign Plan"). No change from the Initial Sign Plan shall be made without the approval of the Seattle Center Director. Signage on the Development Premises shall comply with and not deviate from the Initial Sign Plan as it may be modified with the approval of the Seattle Center Director.

SECTION 10. CONSTRUCTION PHASE

10.1 Conditions to Commencement of Demolition or Construction. In addition to the Turnover Conditions set forth in Section 2.3 above, Tenant shall not commence any demolition or construction activities on any portion of the Development Premises until satisfaction or waiver in writing by the City of all of the following conditions precedent:

10.1.1 Construction fencing of the Development Premises shall have been installed in accordance with the requirements of Section 10.10.4;

10.1.2 Tenant has provided a copy of the payment and performance bond provided by Tenant's Prime Contractor or a Qualifying Parent Guaranty. If a payment and performance bond is provided, it must:

(i) be for a penal sum equal to the then guaranteed maximum price under the construction contract;

(ii) be signed and notarized by the Prime Contractor and surety;

(iii) be issued by a surety that is registered with the Washington State Insurance Commissioner and appears on the current Authorized Insurance List in the State of Washington published by the Office of the Insurance Commissioner;

(iv) be issued by a surety that either has a current rating of at least A-VII in A.M. Best's Key Rating Guide or that is included in the U.S. Department of the Treasury's Listing of Approved Sureties (Circular 570);

(v) be accompanied by an original power of attorney document with the same date as the notarization by the Surety; and

(vi) name "The City of Seattle" as co-obligee.

A "Qualifying Parent Guaranty" means, collectively, a guaranty (x) from the parent entities of the Prime Contractor with an aggregate net worth of at least Eight Hundred Million Dollars ($800,000,000) as evidenced by current audited financial statements of each guarantor, (y) with rights and remedies, including limitations thereon, at least equivalent to the security to the City which would be provided by a single payment and performance bond in the form of AIA A312 – 2010, and (z) otherwise in form and substance reasonably acceptable to the parties.

Notwithstanding anything herein to the contrary, the City agrees that so long as Tenant has promptly commenced and is diligently pursuing all claims to cause the performance of the Prime Contractor's work and the payment of all obligations in connection with same, the City will not exercise its rights as co-obligee under the Payment and Performance Bond or Qualifying Parent Guaranty unless and until this Agreement shall have been terminated.

10.1.3 All Arena Contracts shall have been collaterally assigned to the City in accordance with Section 8.2;

10.1.4 All pre-demolition utility relocations and terminations shall have been completed in accordance with Section 6;

10.1.5 The works of art identified in Section 11.1 shall have been deaccessioned in accordance with applicable law and in accordance with Section 11 below;

10.1.6 Tenant shall have obtained all permits required for demolition and for the initial phase of construction of the Development Project;

10.1.7 Tenant shall have delivered a copy of letters of assent to the CWA signed by the Prime Contractor and all subcontractors engaged to perform any construction work on the Development Project;

10.1.8 Any Hazardous Substances remediation that may be required pursuant to Section 12.2 prior to demolition of the pertinent area shall have been completed in accordance with the applicable Remedial Work Plan;

10.1.9 Tenant and the Prime Contractor (as defined herein) shall have executed the guaranteed maximum price Arena Contract for the construction of the Development Project, with a guaranteed maximum price that matches the amount therefor in the Project Budget, and a fully-executed copy of such Arena Contract shall have been provided to the City's financial advisors for their confirmation of same and that such guaranteed maximum price is not subject to increase unless the cost therefor is funded into the Equity Account described in Section 10.1.10 below or covered by an increase in the loan amount;

10.1.10 Tenant and the Leasehold Mortgagee shall have executed the financing documents for the Leasehold Mortgage securing the construction debt financing for the Development Project, and in connection therewith, Tenant shall have provided evidence reasonably satisfactory to the City's financial advisors that (a) Tenant has funded the amount of budgeted equity set forth in the then-current lender-approved Project Budget, less amounts of budgeted equity that shall have been actually spent to date on the Development Project, into a controlled account held by the Leasehold Mortgagee (the "Equity Account"), and (b) the City has a perfected second-priority security interest in the funds deposited in such Equity Account, subordinate to the first-priority lien of the Leasehold Mortgagee, on terms mutually acceptable to the Leasehold Mortgagee and the City, and securing the obligations of Tenant under this Agreement, and (c) that Tenant has satisfied all conditions under such financing documentation for the first construction draw (excepting therefrom any condition related to Tenant satisfying the conditions of this Section 10.1);

10.1.11 Any appeal timely filed with the Seattle Office of the Hearing Examiner challenging the adequacy of the FEIS or of the first governmental action taken in reliance on the FEIS shall have been resolved by the Hearing Examiner , provided that if there is any further appeal and no applicable law or court order bars commencement or continuation of demolition or other construction activities, this condition shall be deemed satisfied and Tenant may proceed with any such construction activities for which permits are issued, provided that the additional conditions under Section 10.1 have been satisfied or waived;

10.1.12 The NHL Board of Governors shall have approved the application for and awarded the thirty-second (32nd) NHL expansion franchise to Seattle Hockey Partners LLC to be located in the City of Seattle, and delivered notice of same to the City, and Seattle Hockey Partners LLC and the NHL shall have executed the expansion franchise agreement;

10.1.13 Tenant shall have either (a) deposited into a separate, interest-bearing bank account held by a financial institution mutually acceptable to Tenant and City (the "Additional Contingency Account") an amount (the "Additional Contingency Amount") equal to the positive difference of (i) ten percent (10%) of the Construction Budget (defined below) less (ii) the Construction Budget Contingency (defined below); or (b) provided the City (or have caused to be provided to the City) one or more standby letters of credit (each, an "Additional Contingency Letter of Credit"), each in form and substance reasonably satisfactory to the City, in the aggregate amount of the Additional Contingency Amount. Any Additional Contingency Letter of Credit must contain customary mechanics for draw if the Additional Contingency Letter of Credit will expire before it is required to be released. Tenant may also elect a combination of clauses (a) and (b) in the preceding sentence, provided that the combination of funds deposited into the Additional Contingency Account and the amount(s) of the Additional Contingency Letter(s) of Credit equal the Additional Contingency Amount. The City shall have a perfected, first-priority security interest in any funds deposited into the Additional Contingency Account, as evidenced by a deposit account control agreement executed by Tenant, City, and the depositary bank, in form and substance mutually acceptable to all three parties, securing Tenant's obligations under this Agreement. The Additional Contingency Account shall be separate and independent from, and in addition to, the Equity Account described in Section 10.1.10 above. The City acknowledges and agrees that Tenant may (but not shall not be obligated to) agree with its food and beverage concession partners to provide one of the Additional Contingency Letters of Credit. The Additional Contingency Amount shall be reduced during the course of construction of the Development Project in the amounts (each reduction, a "Contingency Reduction Amount") and at the times set forth on the milestones schedule attached to this Agreement as Exhibit W, provided the job remains on budget and free from claims and disputes, as evidenced by the reports by the lender's independent construction monitor, at which time Tenant may elect to either cause a partial release of funds from the Additional Contingency Account, or a partial reduction in the amount(s) of any Additional Contingency Letter(s) of Credit, in the aggregate amount of the Contingency Reduction Amount. Any funds (including accrued interest) remaining in the Additional Contingency Account at the time of Substantial Completion of the Development Project shall be released to Tenant within five (5) Business Days of Substantial Completion so long as no Event of Default exists under this Agreement. Any outstanding Additional Contingency Letters of Credit remaining in place at the time of Substantial Completion of the Development Project shall be terminated within five (5) Business Days of Substantial Completion so long as no Event of Default exists under this Agreement. In no event shall the City be permitted to withdraw funds from the Additional Contingency Account, or to draw down on any Additional Contingency Letter of Credit, unless this Agreement and the Lease have been terminated in accordance with their terms, and the City has regained possession of the Premises. As used herein, the term "Construction Budget" shall mean the sum of the line items labeled "704," "710," "711" and "750" in the Project Budget attached hereto as Exhibit L, as such amounts may have increased or decreased in the lender-approved budget as of the date that Tenant proposes to commence demolition activities on the Premises, and the term "Construction Budget Contingency" shall mean the sum of the line items labeled "711" and "1000" in the Project Budget attached hereto as Exhibit L, as

such amounts may have increased or decreased in the lender-approved budget as of the date that Tenant proposes to commence demolition activities on the Premises.

10.1.14 Seattle Hockey Partners, LLC shall have executed and delivered to the City the Team Non-Relocation Agreement substantially in the form of Exhibit Q.

10.1.15 Tenant shall have delivered to City payment of the amounts due upon commencement of demolition as provided under Section 15.

Upon request by either Party the City shall issue a written confirmation whether the foregoing conditions have been satisfied, and if so, the date thereof. If the foregoing conditions are not satisfied on or before the third anniversary of the Effective Date, then the City may at its option upon written notice to Tenant terminate this Agreement and the Lease.

10.2 General Construction Obligations. Tenant shall at its expense undertake and be responsible for the management of all aspects of the construction of the Development Project in accordance with this Agreement, the approved Final Design, the Design Standards, and all applicable laws. Tenant shall obtain or cause to be obtained and maintain in effect, as necessary, all building permits, licenses and other governmental approvals that may be required in connection with construction of the Development Project. Tenant shall use its good faith and reasonable best efforts to resolve issues that may arise during construction.

10.3 Responsibility for Construction Budget and Reporting. The budget for the design and construction of the Development Project (the "Project Budget") as of the Effective Date is attached hereto as Exhibit L. Tenant shall provide updates to the Project Budget in line-item detail, including use and remaining balance of contingencies, to the City on a quarterly basis. The City has the right to confirm the adequacy of Development Project funding with respect to any material change to the Project Budget. Tenant is responsible for all cost overruns that may be experienced by the Development Project, including those due to unforeseen conditions. Tenant will notify the City within ten (10) days of discovering any event or condition likely to lead to increases in the Project Budget in excess of $500,000 singly or $5,000,000 in the aggregate. Tenant will inform the Seattle Center Representative of the circumstances leading up to and resulting from the potential budget increases and keep the Seattle Center Representative apprised of its work and of its plans for addressing such conditions, including copies of reports of the independent construction monitor engaged by the Leasehold Mortgagee. Neither such notice nor any communications to or from the City relating to any such budget increases will, except as may be provided in a written amendment to this Agreement, in any way modify or limit City's available remedies for Tenant's default under this Agreement.

10.4 Process for Change Orders. Any material change to the Final Design requires the prior written approval of the Seattle Center Director or his/her designee (a "Change Order"), such approval not to be unreasonably withheld, conditioned, or delayed so long as funding for any increased cost pursuant to such Change Order is available from either available Leasehold Mortgage proceeds or the Equity Account. Whether a change is "material" shall be determined pursuant to Section 7.5. The Seattle Center Director or his/her designee shall respond to Tenant's request for approval of a proposed Change Order within ten (10) business days after the Seattle Center Project Coordinator receives supporting materials that are sufficiently detailed and

sufficient to enable the Seattle Center Project Coordinator to fully understand the impact and implications of the proposed change to the Development Project. If the Seattle Center Project Coordinator disapproves of any Change Order, then the Seattle Center Project Coordinator shall notify Tenant Representative of such decision, the reason(s) for such decision, and what action(s) Tenant could take to make the proposed change acceptable.

10.5 Substantial Completion and Creation of Punchlist. "Substantial Completion" means and shall occur when the Project Architect shall have issued a Certificate of Substantial Completion in the form of AIA G-704 or its equivalent; the Parties shall have approved the punchlist; and a certificate of occupancy (which may be a temporary certificate of occupancy subject to standard and customary conditions for occupancy) shall have been issued for all or substantially all of the Arena.

When Tenant believes that all requirements for Substantial Completion of the Development Project will have occurred (save only the issuance by the Project Architect of a Certificate of Substantial Completion, approval of the punchlist, and issuance of the certificate of occupancy), Tenant shall notify the City and the Project Architect. The Tenant Representative, the Seattle Center Project Coordinator, the Project Architect, and such other designee(s) as the Seattle Center Director may select shall participate in a joint walk-through of the Development Project. The Project Architect shall be directed to complete within ten (10) business days after such notification a thorough inspection of the Development Project to determine whether a Certificate of Substantial Completion can be issued and to prepare the punchlist for approval by the Parties.

10.6 Final Completion. "Final Completion" means and shall occur when the Project Architect shall have delivered to the Seattle Center Project Coordinator a certificate stating that all work pursuant to the Final Design, including, but not limited to, all punchlist work, has been finally completed in accordance with the Final Design; and a final and unconditional certificate of occupancy shall have been issued for all of the Development Project. When Tenant believes that all punchlist work has been completed, Tenant shall notify the City and the Project Architect. The Tenant Representative, the Seattle Center Project Coordinator, the Project Architect, and such other designee(s) as the Seattle Center Director may select shall participate in a joint walk-through of the Development Project, and if applicable, altered or damaged adjacent areas. If any City property or property of third persons shall have been altered or damaged by Tenant or its consultants, contractors, subcontractors, or agents during construction of the Development Project, Final Completion shall not occur until such property has been repaired or restored. The terms of this Section shall survive expiration or termination of this Agreement.

10.7 Delivery of Record Drawings. Tenant shall keep a complete set of the Final Design at the Development Premises throughout the duration of the Development Project. Within sixty (60) days after Final Completion of the Development Project, Tenant shall provide the Seattle Center Project Coordinator with a complete set of drawings and electronic drawing files as provided in Section 9.3 reflecting the final "as-built" condition of the Development Project. [From time to time upon request Tenant shall provide copies of construction warranties related to adjacent Seattle Center premises or public safety, as determined by the Seattle Center Project Coordinator. If (x) Tenant installs any improvements outside the Development Premises or otherwise in areas that are to be maintained by Seattle Center and not Tenant, (y) there is any system jointly-maintained by Tenant and Seattle Center, or (z) any Tenant system connects to a Seattle Center

system, in each event as reasonably determined by the Seattle Center Project Coordinator, then Tenant shall provide to the Seattle Center Project Coordinator copies of construction warranties related to such improvements or systems. The terms of this Section shall survive expiration or termination of this Agreement.

10.8 Mechanic's Liens. Tenant agrees to keep the Development Premises free from any liens of mechanics, materialmen, laborers, surveyors, engineers, architects, artisans, contractors, subcontractors, suppliers, or any other lien of any kind whatsoever (a "Lien") that shall be created against or imposed upon the Development Premises other than the Leasehold Mortgage and ordinary course liens granted to lessees of equipment installed or used at the Development Premises. In the event any such Liens shall be asserted or filed by any persons, firms, or corporations performing labor or services or furnishing material or supplies in connection with the Development Project, Tenant shall pay off in full, bond over as described below, or cause the same to be discharged of record within sixty (60) days of notification thereof. Tenant reserves the right to contest the validity or amount of any such Lien in good faith provided that, within sixty (60) days after the filing of such Lien, Tenant discharges said Lien of record or records a bond which is consistent with the requirements of RCW 60.04.161. In the event Tenant shall fail to so remove any such Lien, City may take such action as City shall reasonably determine to remove such Lien and all costs and expenses incurred by City including, without limitation, amounts paid in good faith settlement of such Lien and attorneys' fees and costs, together with interest thereon, shall be paid by Tenant.

10.9 Compliance with Law. Tenant shall comply, and require its Prime Contractor to comply, with all laws, ordinances, rules, regulations, and orders applicable to construction of the Development Project of any public body having jurisdiction over the safety of persons or property, or over protection from damage, injury, or loss. Nothing provided in this Agreement shall be construed as imposing any duty upon the City with regard to, or as constituting any express or implied assumption of control or responsibility over safety at or on the Development Premises, or over any other safety conditions relating to employees or agents of Tenant or its contractor or any of such contractor's subcontractors, or the public.

10.10 Compliance with Seattle Center Construction Requirements.

10.10.1 Compliance with Seattle Center Site Standards. Tenant shall comply with the Seattle Center Site Standards, a copy of which is attached hereto as Exhibit M.

10.10.2 Washington Licensed Contractors. Tenant's Prime Contractor and all subcontractors who perform work on the Development Project shall possess a valid contractor license from the State of Washington with the classification required for the work to be performed. In addition, all contractors who perform work on the Development Project must have (i) a current Seattle Business License and be current on all Seattle Business and Occupancy taxes, (ii) a State Unified Business Identifier (UBI) number, (iii) industrial insurance coverage, and (iv) a state employment security number. While the Parties acknowledge that Tenant's Arena Contracts for the Development Project are not public contracts, the City in its capacity as landlord does not wish to have debarred contractors working with contractors in good standing. Accordingly, Tenant's contractors must not be disqualified from bidding on public contracts, and Tenant shall cause its Prime

Contractor to subcontract only with subcontractors who have not been disqualified from bidding on public contracts.

10.10.3 Protection of Property in Vicinity. Except as authorized under the Development Project permits or as otherwise determined by the Seattle Center Director, Tenant shall replace or repair all property that is damaged or destroyed as a direct consequence of any Development Project-related development and construction activity to a condition and level of finish of such adjacent Development Project work, with customary construction warranties for the benefit of the City, at no cost or expense to City and in consultation with the Seattle Center Project Coordinator. Tenant shall also bear sole responsibility for damage to property located outside of the Development Premises caused by any Development Project-related act or omission and shall promptly reimburse the City for all costs incurred by the City to repair any such damage.

10.10.4 Fencing Requirements During Construction. As soon as reasonably possible on a timeline to be mutually-agreed upon by the Parties, Tenant shall secure the Development Premises by a construction fence throughout and on the locations depicted on the Construction Site Logistics Plan. Tenant shall modify the fence line locations as provided in Section 3.3.1 and the Construction Site Logistics Plan. Any changes extending the fence boundaries outward from the locations permitted herein must be approved in advance in writing by the Seattle Center Project Coordinator. All construction fencing shall be painted plywood or chain link fence, minimum eleven (11) gauge by two (2) inch, and shall be at least six (6) feet tall. Chain link fence shall be covered with opaque wind screen fabric, attached to substantial metal posts spaced twelve (12) feet on center. No barbed wire is permitted. The fence shall include reasonable and appropriate signage so as to inform the public of the nature of the construction activity. Tenant shall provide a minimum of eight (8) construction signs, two (2) on each side of the Arena site and two (2) on the south site, with an architectural rendering of the Development Project on each. Such signs shall be mounted on the perimeter of the Development Premises in highly visible locations to be approved by the Seattle Center Project Coordinator. Signage shall also include wayfinding and direction/detour information on the north and south sides of the site, near entry locations on the campus. Seattle Center and Tenant will collaborate on an east fence signage program to include curated information elements to inform visitors about campus and tenant events and activities as well as project updates. The curated signage will include the ability to be changed frequently. No contractor or sub-contractor advertising signage may face the campus interior, except that such signage on cranes or mobile equipment may be visible to the campus interior on an intermittent basis. Signage shall be maintained in a clean, professional condition with graffiti removed within twenty-four (24) hours. The proposed signage wording and images/graphics must be submitted to the Seattle Center Project Coordinator for approval no less than ten (10) days prior to installation of the signs or wording, images, or graphics. Signage on fencing visible from a public right-of-way must also comply with the City's sign code ordinance (as may be amended or superseded by any sign district overlay or similar approval adopted in connection with the City's approval of the Development Project in its regulatory capacity) and be permitted or approved as required.

10.10.5 Tree Protection and Replacement. All existing trees on the Development Premises which are to remain after the design and construction of the Development Project is completed shall be protected during construction in accordance with applicable City construction site standards and the Construction Impact Mitigation Plan (as may be amended from time to time, the "Tree Protection Plan"). Tenant shall maintain a schedule of the number of trees being removed and replaced as a result of the Development Project and shall provide an updated schedule to the Seattle Center Project Coordinator periodically. Tenant shall cause two (2) trees to be planted for each tree removed for the Development Project in mutually acceptable on- or off-site locations. If Tenant falls short of the required two-for-one tree replacement ratio, Tenant shall pay Seattle Center for each additional tree that would be needed in order to meet this requirement, up to a total cost not to exceed Two Thousand Dollars ($2,000) per tree required to be replaced.

Per Seattle Center's Century 21 Design Standards, specific trees on the Seattle Center campus are designated as Legacy Trees and cannot be removed without Seattle Center Director approval. Tenant shall use commercially reasonable efforts to maintain any Legacy Tree on the Development Premises, it being understood that removal of certain Legacy Trees might be unavoidable despite such efforts. Tenant shall cause two trees to be planted for each Legacy Tree removed for the Development Project in mutually acceptable on- or off-site locations.

10.10.6 Waste Removal. Tenant shall secure and provide within the Development Premises appropriately sized containers for the collection of all waste materials, debris, and rubbish associated with Development Project construction. Tenant shall keep the Development Premises and the property adjacent thereto free from the accumulation of waste materials, rubbish, and windblown debris associated with the Development Project and shall dispose of all flammable, hazardous, and toxic materials generated by or otherwise associated with the Development Project in accordance with Title 40 CFR, WAC Ch. 173-303 and Title 49 CFR, state and local fire codes, and any other applicable law and regulation. All waste materials, debris, and rubbish generated by or otherwise associated with the Development Project shall be disposed of legally at disposal areas away from the Seattle Center. Upon the completion of the design and construction of the Development Project, Tenant shall ensure that the Development Premises and the Seattle Center campus roadways and walkways impacted by the Development Project are cleaned and restored to their condition prior to the Development Project to the reasonable satisfaction of the Seattle Center Project Coordinator; and that all tools, equipment, and surplus materials, and waste materials, debris, and rubbish associated with the Development Project have been removed from the Development Premises and any adjacent areas.

10.10.7 Dust. In addition to pertinent specific measures set forth in the Construction Impact Mitigation Plan and the FEIS, Tenant shall ensure that its Prime Contractor and its subcontractors use all commercially reasonable efforts to minimize the raising of dust as a consequence of Development Project-related activity, such that adjacent areas of Seattle Center are reasonably protected from dust from construction activity. Tenant or its Development Project contractor shall ensure that those portions of streets

adjoining the Seattle Center campus used by any construction vehicles for or in connection with any Development Project-related hauling or other activity are cleaned by a street sweeping machine equipped with appropriate vacuum and water spraying devices to remove all Development Project-related dirt and debris. Tenant shall require its Prime Contractor to make reasonable efforts to contain odor on site and to schedule any work, such as roofing, where odor is difficult to contain, at such times as to minimize impact to the Northwest Rooms tenants, and other public areas.

10.10.8 Noise and Vibration. Noise and vibration, as identified in the FEIS and as anticipated by the Prime Contractor for specific construction phases such as excavation, shoring, and auguring, that will affect the Northwest Rooms tenants must be mitigated in accordance with the Construction Impact Mitigation Plan and the FEIS. In addition, if the Phase 1 mass excavation described in the Construction Impact Mitigation Plan and the FEIS has not been substantially completed by May 15, 2019, for the remaining duration of the Phase 1 mass excavation activities, Tenant shall be obligated to construct or install a sound wall or otherwise achieve noise attenuation on the East side of the Development Premises that is acceptable to the City in its reasonable discretion, taking into account the projected duration of continuing mass excavation.

If the Seattle Center Project Coordinator determines that noise or vibration that is not in compliance with the Construction Impact Mitigation Plan has a material adverse effect on Seattle Center or Seattle Center operations or events, the Seattle Center Project Coordinator will notify the Tenant Representative pursuant to Section 1.5.4(i) herein.

10.10.9 Materials Storage. Tenant shall ensure that all Project-related operations, including storage of materials, are confined within the applicable fenced area pursuant to Section 10.10.4; provided, however, that necessary trucking of equipment and materials may occur in accordance with Section 3.4. The City bears no responsibility or liability for the security of stored materials, which are stored at Tenant's sole risk.

10.10.10 Materials Present at Turnover Date. Ownership and control of all materials and component parts on the Development Premises which are to be demolished or removed as a part of the Development Project, including all furniture, fixtures, and personal property abandoned in place, but subject to Section 3.6 and to Tenant's agreement to salvage certain items as provided in Article II, Section 14 of the Lease, shall immediately vest in Tenant upon the applicable Turnover Date. Tenant shall comply with all laws governing the storage and ultimate disposal of all such materials or facility components. Tenant shall provide the Seattle Center Project Coordinator with a copy of all manifests and receipts evidencing proper disposal when reasonably requested by the Seattle Center Project Coordinator or as required by applicable law.

SECTION 11. DEACCESSION AND INSTALLATION OF ART

11.1 Art Deaccessioning and Removal. The Development Project will require the permanent removal of certain existing works of visual art and artistic elements ("Existing Art") currently located within the Development Premises. Tenant shall accomplish the removal and

disposition of the following Existing Art at Tenant's sole cost and in compliance with the requirements in the following Subsections:

11.1.1 Play Ray Plaza. The City has completed the deaccessioning process which removed the Play Ray Plaza ("Plaza") from the City's art collection. Tenant may deconstruct and remove the Plaza without any obligation to salvage or restore any portion of the Plaza.

11.1.2 Acrobat Constellation. The City has completed the deaccessioning process which removed Acrobat Constellation ("Acrobats") from the City's art collection. Tenant may remove Acrobats and make final disposition in the manner determined by Tenant.

11.1.3 Focus Skatepark Panels. The City intends to incorporate the Focus Skatepark Panels (the "Panels") into the relocated Skate Park or an alternate location determined by the City. Tenant shall work with the City Representative on a plan to remove and store the Panels without causing damage, including the schedule for removal. To accommodate Tenant's construction schedule, removal of the Panels will need to be completed before the City is prepared to install the Panels at an alternate location. As a result, Tenant shall hire the artist's designated firm to remove and store the Panels for up to twenty-four (24) months.

11.1.4 Hydraulis. The City shall complete the deaccessioning process to remove "Hydraulis" from the City's art collection. Tenant shall cause the removal and disposition of Hydraulis to be completed without damage to the work, and shall make disposition of the work as directed by the Seattle Center Representative.

11.2 Art Plan. Tenant shall invest a minimum of Three Million Five Hundred Thousand Dollars ($3,500,000) into arts and the cultural ecology of the Seattle Center/Uptown Arts and Cultural District (the "Art Investment"). The Art Investment shall be in addition to the costs Tenant pays for deaccessioning and removal of Existing Art as provided under Section 11.1.

Tenant shall make the Art Investment in two phases, as follows:

"Phase One" of Tenant's Art Investment begins on the Effective Date of this Agreement and continues through completion of the Development Project. During Phase One, Tenant shall invest a minimum of $1,750,000 in permanently-sited works of public art created specifically for the Arena and sited on the Operating Term Premises. Tenant shall manage (either directly or through a consultant) the artist selection and integration of the art, which shall be consistent with the recommended art plan developed by Haddad-Drugan. Tenant shall comply with Lease requirements regarding installation of art, including, but not limited to, requirements for VARA waivers executed in favor of the City.

"Phase Two" of Tenant's Art Investment shall begin on the Operating Term Commencement Date and shall continue for a ten (10)-year period thereafter. During Phase Two, Tenant shall invest $175,000 per year, which amount shall increase each year during Phase Two by an escalator of three percent (3%), as further described under the Lease.

SECTION 12. HAZARDOUS MATERIALS

12.1 As-Is; Definitions. As of the Effective Date, Tenant has had a full opportunity to perform due diligence with respect to Existing Hazardous Substances, and Tenant hereby accepts the Development Premises in its "as-is" condition. Throughout the Term of this Agreement (and without limitation of the Lease), Tenant shall bear all costs and expenses of remedying any and all environmental contamination by a Hazardous Substance, the presence of which contamination is discovered in preparation for or during, or caused by Tenant during any construction, renovation, or maintenance undertaken by or for Tenant or during the Term of this Agreement or the Lease; provided, however, that this shall not be construed as a release by Tenant of claims that Tenant may have against any party who causes the migration or release after the Effective Date of any Hazardous Substance onto the Development Premises from elsewhere on the Seattle Center campus that does not arise from Tenant's construction or operations activities. As used herein, the term "Hazardous Substance" means any matter including petroleum products and by-products, asbestos, infectious waste and any other materials, which is now or hereafter designated as a hazardous substance pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. 9601 et seq., or that is now or hereafter regulated by applicable Environmental Laws; the term "Existing Hazardous Substance" means any Hazardous Substance existing on the Development Premises as of the Effective Date; the term "Environmental Law" means, as amended from time to time, the Federal Resource Conservation and Recovery Act of 1976, 42 U.S.C. Section 6901 et seq., Federal Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. Section 9601 et seq., Federal Hazardous Materials Transportation Control Act of 1980, 42 U.S.C. Section 1801 et seq., Federal Clean Air Act, 42 U.S.C. Section 7401 et seq., Federal Water Pollution Control Act, Federal Water Act of 1977, 93 U.S.C. Section 1251 et seq., Federal Insecticide, Fungicide and Rodenticide Act, Federal Pesticide Act of 1978, 7 U.S.C. Section 136 et seq., Federal Toxic Substances Control Act, 15 U.S.C. Section 2601 et seq., Federal Safe Drinking Water Act, 42 U.S.C. Section 300f et seq., Washington Water Pollution Control Act, RCW Chapter 90.48, Washington Clean Air Act, RCW Chapter 70.94, Washington Solid Waste Management Recovery and Recycling Act, RCW Chapter 70.95, Washington Hazardous Waste Management Act, RCW Chapter 70.105, Washington Hazardous Waste Fees Act, RCW Chapter 70.95E, Washington Model Toxics Control Act, RCW Chapter 70.105D, Washington Nuclear Energy and Radiation Act, RCW Chapter 70.98, Washington Radioactive Waste Storage and Transportation Act, RCW Chapter 70.99, Washington Underground Petroleum Storage Tanks Act, RCW Chapter 70.148, and any regulations promulgated thereunder from time to time.

12.2 Remedial Work. Without limitation of the applicable terms of the Lease, Tenant shall comply with the terms and conditions of the Lease applicable to Hazardous Substances and Environmental Laws. Supplementing those terms during the Term of this Agreement:

12.2.1 Tenant shall bear all costs and expenses of remedying any and all environmental contamination by a Hazardous Substance, the presence of which contamination is discovered in preparation for or during demolition, excavation, or construction of the Development Project; provided, however, that this shall not be construed as a release by Tenant of claims that Tenant may have against any party who causes the migration or release after the Effective Date of any Hazardous Substance onto

the Development Premises from elsewhere on the Seattle Center campus that does not arise from Tenant's construction or operations activities.

12.2.2 If Tenant or any of its agents or contractors shall discover any Existing Hazardous Substance at any time during the course of inspection, pre-construction, demolition, excavation, or actual construction or renovation of the Development Premises, Tenant shall immediately notify the Seattle Center Project Coordinator. Designated representatives of Tenant and City shall immediately meet and confer concerning the nature and extent of the potential contamination and the appropriate remedial work, which may include but not be limited to further characterization, assessment, testing, responsibility for notification of appropriate regulatory authorities, and any remediation approach.

12.2.3 The representatives of both Seattle Center and Tenant shall work together in good faith to expeditiously come to agreement regarding the remedial work in order to avoid unnecessary construction delay while still complying with all applicable Environmental Laws. Tenant may proceed with remedial work only when an oral agreement has been reached, and the agreement shall then be memorialized in writing within three (3) days ("Remedial Work Plan"). As part of the Remedial Work Plan, Tenant shall use the services of an environmental consultant reasonably acceptable to City. The objective of the Remedial Work Plan shall be to achieve a cleanup that meets the standards for unrestricted use under MTCA. The Remedial Work Plan shall specify which party shall notify all appropriate governmental authorities of the nature and extent of the hazard presented, as required by and in compliance with Environmental Laws. Tenant shall complete all work specified in the Remedial Work Plan and shall conduct all construction in compliance with the Remedial Work Plan except as otherwise provided for herein. At all times during the Remedial Work, Tenant shall give City prompt access to the environmental professional(s) specified in the Remedial Work Plan, any contractors performing the Remedial Work, and to the data, records, and reports generated by the environmental professional(s) for the Remedial Work. The Remedial Work Plan may be amended by the written agreement of Tenant and City, and each reference to the Remedial Work Plan includes any such amendments.

12.2.4 Tenant shall ensure that all Existing Hazardous Substances are removed from the Development Premises to a cleanup standard consistent with the Remedial Work Plan, and shall ensure that all Existing Hazardous Substances are disposed of off-site in compliance with all applicable Environmental Laws. Tenant shall demonstrate achievement of the objective established for cleanup in the Remedial Work Plan (either a cleanup that meets the standards for unrestricted use under MTCA or a different standard agreed to by City). Tenant shall maintain at its place of business all records pertaining to remediation and disposal, and shall not destroy any such records without prior City approval.

12.2.5 If Tenant, its Prime Contractor, or any subcontractor thereof violates any applicable Environmental Law, the terms of the Remedial Work Plan, if any, or any of the terms of this Section concerning the presence or use of Hazardous Substances or the handling or storing of hazardous wastes, upon receipt of notice of such violation or the

expiration of all challenges and appeals of such notice, whichever occurs later, Tenant shall promptly take such action as is necessary to mitigate and correct the violation. If Tenant does not act in a prudent and prompt manner, City reserves the right, but not the obligation, upon reasonable prior notice to Tenant, to act in place of Tenant (for which purpose Tenant hereby appoints City as its agent), to come onto the Development Premises and to take such action as is necessary to ensure compliance or to mitigate the violation. If the Seattle Center Director has a reasonable belief that Tenant or its Prime Contractor or any subcontractor thereof is in violation of any Environmental Law regarding the presence or use of Hazardous Substances, or that action or inaction by Tenant, its Prime Contractor, or any subcontractor thereof, presents a threat of violation or a threat of damage to the Development Premises, City reserves the right, upon reasonable prior notice to Tenant, to enter onto the Development Premises and take such corrective or mitigating action as the Seattle Center Director deems necessary. All reasonable costs and expenses incurred by City directly attributable to any such action shall become immediately due and payable by Tenant upon presentation of an invoice therefor.

12.2.6 Prior to completion of the design and construction of the Development Project, in addition to all other requirements under this Agreement, Tenant or its contractor shall remove any Hazardous Substances placed on the Development Premises by or at the direction of Tenant during the Term of this Agreement and shall demonstrate such removal to the Seattle Center Director's reasonable satisfaction.

12.2.7 In addition to all other indemnification provided in this Agreement and the Lease, and notwithstanding the expiration or earlier termination of this Agreement and to the fullest extent provided by law, Tenant shall defend, indemnify, and hold City free and harmless from any and all claims, causes of action, regulatory demands, liabilities, fines, penalties, losses, and expenses, including without limitation cleanup or other remedial costs (and including the fees of consultants, contractors and attorneys, costs and all other reasonable litigation expenses when incurred and whether incurred in defense of actual litigation or in reasonable anticipation of litigation), arising from the existence of any Hazardous Substance placed by Tenant or its contractor or any subcontractor thereof on the Development Premises, or from Tenant's violation of its obligations under this Section 12, or from the migration or release of any Hazardous Substance into the surrounding environment that results from Tenant's construction, whether made, commenced or incurred (i) during the Term of this Agreement, or (ii) after the expiration or termination of this Agreement if arising out of an event occurring during the Term of this Agreement; provided, that City shall provide Tenant with prior written notice of any event giving rise to Tenant's indemnification obligation hereunder.

SECTION 13. INDEMNITIES AND REIMBURSEMENTS

13.1 General Indemnities. Without limitation of the applicable terms of the Lease, during the Term of this Agreement:

13.1.1 To the fullest extent permitted by law, Tenant shall indemnify, defend (using counsel reasonably acceptable to City), and hold City, its officers, agents, employees, and elected officials (collectively, "City Indemnified Parties") harmless from

and against all claims, suits, losses, damages, fines, penalties, liabilities, and expenses (including City's actual and reasonable personnel and overhead costs and attorneys' fees and other costs incurred in connection with claims, regardless of whether such claims involve litigation) of any kind whatsoever arising out of the design and construction of the Development Project; provided, however, that this indemnity shall not extend to claims (i) brought against the City by any tenants of Seattle Center in connection with the City's relocation of such tenants as provided in Section 4 (but expressly not excluding claims by Pottery Northwest or Force 10 Hoops, LLC dba the Seattle Storm from and after assignment of their respective leases to Tenant) or (ii) arising as a result of the City's breach of its representations, warranties, or covenants set forth in this Agreement or the Other Transaction Documents. Tenant's defense and indemnity obligations extend to claims brought by its own employees and Tenant's foregoing obligations are specifically and expressly intended to act as a waiver of Tenant's immunity under Washington's Industrial Insurance Act, RCW Title 51, but only as to City Indemnified Parties and to the extent necessary to provide City Indemnified Parties with a full and complete defense and indemnity.

13.1.2 To the extent necessary to comply with RCW 4.24.115 as in effect on the date of this Agreement, Tenant's obligation to indemnify City for damages arising out of bodily injury to persons or damage to property relative to the construction, alteration, repair, addition to, subtraction from, improvement to, or maintenance of, any building, road, or other structure, project, development, or improvement attached to real estate, including the Development Project (i) shall not apply to damages caused by or resulting from the sole negligence of City Indemnified Parties; and (ii) to the extent caused by or resulting from the concurrent negligence of (A) City Indemnified Parties and (B) Tenant, its board members, agents, contractors, officers, affiliates, employees, guests or invitees shall apply only to the extent of the negligence of Tenant, its board members, agents, contractors, officers, employees, guests or invitees; provided, however; the limitations on indemnity set forth in this Section shall automatically and without further act by either City or Tenant be deemed amended so as to remove any of the restrictions contained in this Section 113.1.2 no longer required by then applicable law.

13.2 Mechanic's Lien Indemnity. Tenant shall indemnify, defend, and hold the City harmless from and against any breach of Section 10.8 ("Mechanic's Liens").

13.3 Survival. The terms of this Section 13 shall survive expiration or termination of this Agreement.

SECTION 14. DEFAULTS

14.1 Events of Default. The following events shall constitute an "Event of Default" of the Agreement:

(i) With respect to any non-monetary obligations of either Party under this Agreement or any monetary obligation of a Party under this Agreement that is not a sum certain, a Party shall have failed to perform or comply in any material respect with such obligation and such failure shall have continued for thirty (30) days after notice thereof

from the non-defaulting Party, or if the curing of such non-monetary default is reasonably feasible by the defaulting Party, but not within such 30-day period, the defaulting Party shall not have commenced the curing of such failure within such thirty (30) day period, or having so commenced, shall thereafter have failed or neglected to prosecute or complete the curing of such Event of Default with diligence and dispatch within ninety (90) days after the original notice thereof; or

(ii) Either a Party shall have made a general assignment for the benefit of creditors, or shall have admitted in writing its inability to pay its debts as they become due or shall have filed a petition in bankruptcy, or shall have been adjudicated bankrupt or insolvent, or shall have filed a petition seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future statute, law or regulation, or shall have filed an answer admitting, or shall have failed reasonably to contest, the material allegations of a petition filed against it in any such proceeding, or shall have sought or consented to or acquiesced in the appointment of any trustee, receiver or liquidator for such Party; or

(iii) Either (i) within ninety (90) days after the commencement of any proceeding against a Party or any trustee, receiver or liquidator of such Party seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future statute, law, rule or regulation, such proceeding shall not have been dismissed, or (ii) if, within ninety (90) days after the appointment without the consent or acquiescence of either a Party or any trustee, receiver or liquidator of such party or of any material part of its properties, such appointment shall not have been vacated; or

(iv) With respect to any monetary obligation of a Party under the Agreement that is a sum certain, such Party shall have failed to pay such amount within ten (10) business days after written notice thereof from the other Party.

An "Event of Default" (as defined in the pertinent Other Transaction Document) by either Party under any Other Transaction Document shall constitute an Event of Default under this Agreement for so long as such Event of Default exists under such Other Transaction Document.

14.2 Remedies. Upon the occurrence and during the continuance of an Event of Default by a Party, the other Party shall be entitled to exercise any or all of the following remedies, as well as any other remedies available at law or in equity, except as expressly limited hereunder:

14.2.1 Damages. Damages resulting from such Event of Default; provided, however, that neither Tenant or the City shall be responsible for payment to the other party of consequential, special, or punitive damages in any way arising from this Agreement or any claim of breach or failure under this Agreement.

14.2.2 Specific Performance and other Equitable Remedies. Specific performance of this Agreement, as well as other injunctive relief.

14.2.3 Correction of Work, Self-Help. At the Seattle Center Director's option, the City and its contractors may enter upon the Development Premises and cause corrective

work or other correction or mitigation of the Event of Default by Tenant to be performed in accordance with the standards set forth herein at Tenant's expense, Tenant shall cooperate in all respects with any such corrective or mitigation work, and the City shall not bear any liability to Tenant, except for gross negligence or willful misconduct, on account of any such corrective or mitigation work performed hereunder by the City.

14.2.4 Termination. The remedy of termination of this Agreement for default under this Agreement shall be subject to and exclusively governed by Article XIX, Section 2(b) of the Lease, and this Agreement shall terminate automatically upon any termination of the Lease prior to expiration of the Term of this Agreement. Remedies under this Agreement, other than termination, shall survive for any breach of this Agreement that shall have occurred prior to termination, including but not limited to damages, enforcement of the security interests described in Sections 10.1.10 and 10.1.13, and the remedies set forth below. All indemnities herein shall survive with respect to any pertinent act or omission that shall have occurred prior to termination. If this Agreement is terminated prior to expiration of the Term as a result of a Tenant Event of Default, Tenant shall also:

(a) Cease and cause to be discontinued all activity associated with the Development Project on the Development Premises, except as provided below.

(b) At the election of the City and upon notice from the City, remove all construction and other equipment and uninstalled materials on the Development Premises or other areas of the Seattle Center being used by Tenant or any contractor or subcontractor thereof in connection with the Development Project as soon as reasonable practicable.

(c) At the election of the City and upon notice from the City, and in each case pursuant to a work plan approved by the Seattle Center Director, either: (i) expeditiously restore the Development Premises and all other areas of the Seattle Center campus used by Tenant or any contractor or subcontractor thereof in connection with the Development Project to its condition immediately preceding the Effective Date, or to such other level of completion as may be approved by the Seattle Center Director; or (ii) expeditiously perform such work as required to leave the Development Premises in safe and stable condition; and in either case immediately thereafter surrender to the City the Development Premises and all remaining work-in-progress.

Upon any such termination by the City, the City reserves all rights to proceed with the Development Project or portions thereof, as the Development Project may be modified by the City in its sole discretion, including through enforcement by the City of the collateral assignments of contracts described in Section 8.2.

14.2.5 Default Interest. Upon the occurrence of any monetary default the non-defaulting Party shall also have the right to interest at the Default Rate (subject to applicable usury laws then in effect in the State of Washington) between the date such payment is due and the date such payment is actually received by the non-defaulting Party. As used herein, the term "Default Rate" shall mean an interest rate equal to the prime rate

in effect on the date that the applicable underlying payment was made or required to be made (as reported in *The Wall Street Journal* or, if the *Wall Street Journal* stops reporting the prime rate, then such other similar periodical agreed to by Landlord and Tenant in their reasonable discretion) plus four percent (4%).

14.2.6 Security Interest. Tenant may enforce its rights under the security interests and/or letters of credit described in Section 10.1.10 and 10.1.13.

14.3 Emergency Corrective Action.

(a) If Tenant fails to comply with any non-monetary obligation under this Agreement and the failure results in an emergency, the City shall have the right, but not the obligation, to take corrective action, including the right to enter the Development Premises to carry out the corrective action, and to be reimbursed by Tenant for all costs incurred to remedy the non-compliance. As used in this section, an emergency means a condition which is or reasonably could become unsafe, or which materially and adversely interferes with a third-party tenant's or licensee's authorized use or operations, or which creates an imminent risk of loss or damage, as reasonably determined by the Director. Before exercising any right to take corrective action under this Section 14.3, the Seattle Center Project Coordinator or Seattle Center Representative will provide Tenant notice and opportunity to remedy the emergency situation when feasible and reasonable under the circumstances.

(b) If Tenant fails to comply with any substantive condition in this Agreement and the Seattle Center Director reasonably determines that the failure has a material adverse impact on public safety or the operations or events of Seattle Center or its tenants, the Seattle Center Director, following at least twenty-four (24) hours' prior notice to Tenant outlining the alleged failure and the immediate corrective action required, may issue a notice ordering Tenant to suspend construction in the pertinent Development Premises until Tenant takes corrective action to the reasonable satisfaction of the Seattle Center Director. This right, with respect to such activities, to suspend shall not extend to actions or consequences of Tenant's activities if, with respect to such activities, Tenant has complied with the procedures provided under this Agreement regarding potential impacts of its Development Project on public safety or Center events or tenants. City's remedies in this Section do not limit City's other remedies under this Agreement or the Lease.

14.4 Termination of Lease. Notwithstanding anything to the contrary herein, this Agreement shall terminate automatically upon any termination of the Lease prior to expiration of the Term of this Agreement.

SECTION 15. PAYMENTS

15.1 Payment for Relocation of Skate Park, Maintenance Facility and Facilities. In consideration of the City's need to relocate the Seattle Center Skate Park ("Skate Park"), the Seattle Center Campus Maintenance Facility and associated support spaces ("Maintenance Facility"), and Seattle Center public restrooms affected by the Development Project, Tenant shall pay the City an

aggregate amount of One Million Five Hundred Thousand Dollars ($1,500,000), to be utilized by City for such projects, as determined and allocated in the City's sole discretion. Tenant shall pay the City in two installments of Seven Hundred Fifty Thousand Dollars ($750,000) each, with the first payment due prior to beginning excavation and construction under Section 10.1, and the second payment due upon the Operating Term Commencement Date. Tenant shall have no further responsibilities or obligations with respect to the Skate Park, the Maintenance Facility, or the public restroom facilities, including without limitation any obligation to locate an alternative site for such facilities or to fund or cause the completion of any construction activities in respect of such relocation or any ongoing operations.

15.2 Payment for Relocation of Other Tenants. In addition to the payment under Section 15.1, Tenant shall pay City Two Hundred Fifty Thousand Dollars ($250,000) in consideration of the City's relocation before the Turnover Date of tenants occupying portions of the Premises. Payment is due within thirty (30) days after the date the conditions to demolition are satisfied pursuant to Section 10.1.

15.3 Additional MOU Payments. The following payment obligations under the MOU have not been paid under the MOU and are hereby restated: [***To be inserted at the time of signing if any of the following were not paid: reimbursement of Development Costs per MOU Section 4***]. With respect to payments pursuant to Section 4 of the MOU, "Development Costs" shall include costs incurred through the date Tenant satisfies the conditions in Section 10.1 hereof.

15.4 Security Staffing and Capital Costs; Marketing Costs. Pursuant to the Construction Impact Mitigation Plan the City and Tenant have agreed upon (i) payment of $125,000 from Tenant to the City on account of the staffing and capital costs identified in Section 1.4 hereof and Section 3.5 of the Construction Impact Mitigation Plan, payable in two (2) installments of $62,500 each, on January 1 and July 1, 2019; (ii) payment of $500,000 for an "open for business during construction" marketing plan as provided in Section 10.0 of the Construction Impact Mitigation Plan; and (iii) payment of $74,000 for City's costs associated with the rescheduling of the Seattle/King County Clinic at Tenant's previous request. The payment described in clause (iii) and the cash portion of the payment described in clause (ii) are payable at such time as mutually agreed upon by the Seattle Center Director and Tenant's chief executive officer.

15.5 Seattle Center Costs. Tenant shall reimburse Seattle Center for the cost of the Seattle Center Representative and Seattle Center Project Coordinator and any other Seattle Center staff requested by Tenant to be involved with the Development Project, including admission guards, laborers, trades staff, and gardeners. Tenant shall pay Seattle Center the amount of each approved invoice within thirty (30) days of receiving invoices therefor.

The provisions of this Section 15 shall survive the termination of this Agreement as to any outstanding payments that were due and payable as of the date of such termination.

SECTION 16. INSURANCE

Without limitation of applicable terms of the Lease, this Agreement incorporates by reference the provisions of Article IX of the Lease, including specifically those that are applicable during the Term of this Agreement.

SECTION 17. OTHER PROVISIONS

17.1 Governing Law. This Agreement is, and the Other Transaction Documents will be, governed by the laws of the State of Washington. Venue for any action under this Agreement and the Other Transaction Documents, including any bankruptcy proceeding, will be in King County, Washington. Should any part, term, portion, or provision of this Agreement, or the application thereof to any person or circumstances be held to be illegal or in conflict with any governmental restrictions, or otherwise be rendered unenforceable or ineffectual, the validity of the remaining parts, terms, portions or provisions, or the application thereof to other persons or circumstances, shall be deemed severable and the same shall remain enforceable and valid to the fullest extent permitted by law.

17.2 City as Regulatory Authority. As applicable to the City this Agreement binds the City only in its proprietary capacity as the owner of the Development Premises and Seattle Center, and this Agreement does not bind or obligate the City in its capacity as a regulatory authority, nor shall anything in this Agreement be interpreted to limit, bind or change the City's codes and regulatory authority.

17.3 Dispute Resolution. The Parties hereto shall make their best efforts to resolve disputes as expeditiously as possible through negotiations at the lowest possible decision-making level, and in the event such negotiations are unsuccessful, to participate in good faith in the mediation process described below, and attempt to resolve all claims and disputes between them in a dispute resolution effort. In the event an issue cannot be resolved by negotiations between subordinate staff of Tenant and Seattle Center, the matter shall be referred to the Seattle Center Director and Tenant Representative. If those officials are unable to resolve the dispute within a period of seven (7) days after the matter has been formally referred to them for resolution, they shall meet during the immediately succeeding seven (7) days to select a mediator to assist in the resolution of such dispute; provided, that in the event the Seattle Center Director and Tenant Representative cannot agree upon a mediator within such seven (7) day period, either Party may apply to the American Arbitration Association or the Judicial Arbitration and Mediation Service for the appointment of a mediator according to the process that is established by such entity for such action. Tenant and City shall share equally the cost charged for the mediation of any dispute. The mediator shall have the authority to engage one or more expert consultants with knowledge in the field(s) or area(s) involved in the matter(s) that are in dispute to assist the mediator and the Parties to evaluate their respective claims and reach agreement to resolve their dispute. Notwithstanding the existence of any dispute between the Parties hereto, the Parties shall continue to carry out, without unreasonable delay, all of their respective responsibilities under this Agreement to the extent not affected by the dispute; provided that this shall not be construed as limiting any right or remedy expressly set forth in Section 14. Neither Party to this Agreement shall commence any litigation against the other with respect to any claim or dispute under this Agreement without first participating, in good faith, in mediation as contemplated in this Section or as provided in Lease Article XIX, Section 3.

17.4 Assignment. Tenant may not transfer its interest in this Agreement, except to a Leasehold Mortgagee (as such term is defined in the Lease) permitted pursuant to the Lease, without the approval by the City in its discretion. This Agreement may not in any event be assigned or transferred except to and in conjunction with a permitted transferee of the interest of the Tenant under the Lease and ArenaCo under the Integration Agreement.

17.5 Coordination with Mortgage Financing and Mortgagee Protection Provisions. Notwithstanding anything to the contrary contained herein, commencing upon the later of (i) the date the City shall have issued written confirmation that the conditions of Section 10.1 have been satisfied, and (ii) the date that Leasehold Mortgagee shall have made its first advance for costs of demolition or construction activities Mortgagee's Cure Rights (as defined in the Lease) shall apply concurrently to both the Lease and this Agreement.

17.6 Entire Agreement; Relationship to Lease Agreement and Seattle Center Integration Agreement. This Agreement, together with the Other Transaction Documents and all of the exhibits attached thereto, constitute an integrated transaction that contains all of the representations and the entire agreement with respect to the subject matter hereof, and supersede the MOU in all respects, except for any obligations accrued prior to the Effective Date under the MOU. Each Party hereto represents that it is not aware of any defaults under the MOU or any obligations accrued under the MOU prior to the Effective Date. Each of the Parties hereby expressly acknowledges that it has not relied on any statement, correspondence, memorandum, agreement, proposal, oral presentation, warranty or representation not contained in this Agreement or the Other Transaction Documents with respect to the subject matter herein. Except as otherwise specified in this Agreement or the Other Transaction Documents, any prior statements, correspondence, memoranda, agreements, proposals, oral presentations, warranties, or representations by any person are superseded in total by this Agreement and the Other Transaction Documents with respect to the subject matter herein.

17.7 Amendments and Waivers. This Agreement may not be modified or amended except by a written instrument signed by both Parties hereto. No action other than a written document from the Seattle Center Director specifically so stating shall constitute a waiver by City of any particular breach or default by Tenant, nor shall such a document waive any failure by Tenant to fully comply with any other term or condition of this Agreement, irrespective of any knowledge any City officer or employee may have of such breach, default, or noncompliance. City's failure to insist upon full performance of any provision of this Agreement shall not be deemed to constitute consent to or acceptance of such incomplete performance in the future.

17.8 Notices. Any notice required or permitted to be delivered under this Agreement shall be in writing and shall be considered given on the earlier of (i) actual receipt, (ii) when delivered, if delivered by hand during regular business hours, (iii) three (3) days after being sent by United States Postal Service, registered or certified mail, postage prepaid, return receipt requested and first class mail, postage prepaid, or (iv) the next business day if sent by a reputable national overnight express mail service that provides tracing and proof of receipt or refusal of items mailed. Notices shall be sent to the representatives and addresses listed below, or such other representative and address as a Party may from time to time designate.

To the City:

Jill Crary
Project Management Office
The City of Seattle
305 Harrison Street, Room 109
Seattle, WA 98109

Jae Lee
Project Management Office
The City of Seattle
305 Harrison Street, Room 109
Seattle, WA 98109

For all other notices to the City:

Seattle Center Director
Seattle Center Armory
305 Harrison Street
Seattle, WA 98109

With a copy to:

Civil Division Chief
Seattle City Attorney's Office
701 Fifth Avenue, Suite 2050
Seattle, WA 98104-7097

To Tenant:

Seattle Arena Company, LLC
Attn: Timothy J. Leiweke
1100 Glendon Avenue, Suite 2100
Los Angeles, CA 90024

With a copy to:

Seattle Arena Company, LLC
Attn: Francesca Bodie
1100 Glendon Avenue, Suite 2100
Los Angeles, CA 90024

With a copy to:

Seattle Arena Company, LLC
Attn: Christina Song, Esq.
1100 Glendon Avenue, Suite 2100
Los Angeles, CA 90024

With a copy to:

Gibson, Dunn & Crutcher LLP
Attn: Douglas M. Champion, Esq.
333 South Grand Avenue, Suite 4900
Los Angeles, CA 90071-3197

With a copy to:

Perkins Coie LLP
Attn: Kristine Wilson, Esq.
1201 Third Avenue, Suite 4900
Seattle, WA 98101-3099

With a copy to:

Katten Muchin Rosenman LLP
Attn: Adam Klein, Esq.
525 W. Monroe Street
Chicago, IL 60661-3693

17.9 Estoppel Certificates. Within thirty (30) days after request by any Party (which request may be from time to time as often as reasonably required by a Party but not more than once every six (6) months), the non-requesting Party shall execute and deliver to the requesting Party, without charge, an estoppel certificate (the "Estoppel Certificate") related to the facts pertaining to this Agreement in such form as the requesting Party may reasonably request and as reasonably approved by the non-requesting Party. Any such Estoppel Certificate may be conclusively relied upon by any lender, investor, or subtenant. If any Party fails to respond to such request within such thirty (30) day period, then the requesting Party may deliver a second notice to the other Party stating that the failure of the other Party to respond to such request within five (5) business days after receipt of such second request will result in a deemed approval with respect to the requested matters. The failure to deliver such statement within that five (5) business day period shall (with respect to third parties relying upon such Estoppel Certificate), without limiting any other remedy which the requesting party may have as a result of such failure, be conclusive upon the Party which fails to deliver such statement that this Agreement is in force and effect with only such modifications as have been identified by the requesting Party, and that there are no outstanding defaults in the performance of the requesting Party.

17.10 Non-Discrimination. Without limiting Tenant's general obligation for compliance with all applicable laws and regulations, for the Term of this Agreement, Tenant shall comply with

all equal employment opportunity and nondiscrimination laws of the United States, the State of Washington, and the City of Seattle, including, but not limited to, SMC Chapters 14.04, 14.10, and 20.42, as they may be amended from time to time, and rules, regulations, orders and directives of the associated administrative agencies and their officers.

17.11 Compliance with Laws, Permits, and Licenses. Tenant, at no cost to City, shall comply with all applicable laws, including, without limitation, the ADA with respect to the Development Project, and any rules and regulations of any governmental entity as now or hereafter enacted or promulgated. Whenever Tenant is informed of any violation of any such law, ordinance, rule, regulation, license, permit or authorization committed by it or any of its officers, employees, contractors, agents, or invitees, or any of its contractor's subcontractors, Tenant shall immediately desist from and/or prevent or correct such violation. Without limiting the generality of the foregoing, Tenant, at no cost to City, shall secure and maintain in full force and effect during the Term of this Agreement, all required licenses, permits, and similar legal authorizations required in connection with the Development Project and shall comply with all requirements thereof, and shall submit to the Seattle Center Project Coordinator reasonably acceptable evidence of Tenant's satisfaction of all such requirements whenever requested in writing by such official.

17.12 No Third-Party Beneficiaries. No third party shall be or deemed to be a third-party beneficiary of this Agreement, such agreement being only between Tenant and the City.

17.13 Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed an original, but all of which, when taken together, will constitute one and the same instrument. Counterpart signature copies of this Agreement may be delivered by facsimile or email/.pdf and shall be deemed effective upon delivery, provided that originally executed copies shall be delivered by such party via overnight courier the following business day

17.14 Time is of the Essence. Time is of the essence of this Agreement and all covenants and deadlines hereunder, including as set forth on any exhibit attached hereto.

17.15 No Agency or Partnership. Nothing contained in this Agreement shall be construed to create any agency relationship, partnership, joint venture or other similar arrangement between Tenant and City. Neither Party nor its agents have authority to or shall create any obligation or responsibility on behalf of the other Party or bind the other Party in any manner.

17.16 Partial Invalidity. If any provision of this Agreement or its application to any person or circumstance shall be determined to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby.

17.17 Titles. The titles of the Sections and subsections of this Agreement are for convenience only, and do not define or limit the contents.

[SIGNATURES FOLLOW ON NEXT PAGE]

Executed as of the date first written above.

City:

THE CITY OF SEATTLE,
a Washington municipal corporation

_____

By: Jenny A. Durkan
Its: Mayor

Tenant:

SEATTLE ARENA COMPANY, LLC,
a Delaware limited liability company

_____

By: Timothy J. Leiweke
Its: Authorized Signatory

List of Exhibits

Exhibit A: Approved Baseline Plans
Exhibit B-1: Depiction of Development Premises
Exhibit B-2: Legal Description of Development Premises
Exhibit C-1: Construction Site Logistics Plan
Exhibit C-2: Form of Crane Overhang License Agreement
Exhibit D: Shoring and Tie-Back Plan
Exhibit D-1: Form of Shoring and Tie-Back Easement
Exhibit E: Construction Impact Mitigation Plan
Exhibit F: Design and Construction Schedule
Exhibit G: List of Major Events
Exhibit H: Memorandum of Agreement for Event Curbside Management dated June 20, 2011
Exhibit I: List of Arena Contracts
Exhibit J: Form of Collateral Assignment of Arena Contracts
Exhibit K: Initial Sign Plan
Exhibit L: Project Budget
Exhibit M: Seattle Center Site Standards
Exhibit N: [Reserved]
Exhibit O: Inclusion of Women and Minority Businesses and Labor and Social Equity Provisions for Development Project
Exhibit P: Additional Contingency Reduction Schedule
Exhibit Q: Team Non-Relocation Agreement
Exhibit R: Collaborative Turnover Schedule

Exhibit A

Approved Baseline Plans

Exhibit B-1

Depiction of Development Premises

Exhibit B-2

Legal Description of Development Premises

Exhibit C-1

Construction Site Logistics Plan

Exhibit C-2

Form of Crane Overhang License Agreement

Exhibit D

Shoring and Tie-Back Plan

Exhibit E

Construction Impact Mitigation Plan

Exhibit F

Design and Construction Schedule

Exhibit G

Seattle Center

List of Major Events

1. **Northwest Folklife Festival**

- **Event dates:** Friday-Monday of Memorial Day Weekend
  - May 24-27, 2019
  - May 22-25, 2020
- **Move fence line** all the way back to the tree line on the west side of 2nd Avenue N, for the full run of the construction fence line. Basically, flush with the tree boxes. Need maximum width of roadway to accommodate booths plus 20' fire lane; this can be eked out with booths placed between the trees on the east side of the roadway, a few feet of space behind the booth for grills etc., and the 20' fire lane
- **Fence move dates**: 6:00am Monday prior to festival through 7:00pm Wednesday after festival

2. **PrideFest**

- **Event Dates:** Last Sunday of June
  - June 30, 2019
  - June 28, 2020
- **Move fence line**: all the way back to the tree line on the west side of 2nd Avenue N, for the full run of the construction fence line. Basically, flush with the tree boxes. Need maximum width of roadway to accommodate booths plus 20' fire lane; this can be eked out with booths placed between the trees on the east side of the roadway, a few feet of space behind the booth for grills etc., and the 20' fire lane
- **Fence move dates**: 6:00am Saturday prior to festival through 12:00pm Monday after festival

3. **Bite of Seattle**

- **Event Dates:** 3rd weekend in July, Friday-Sunday
  - July 19-21, 2019
  - July 17-19, 2020
- **Move fence line**: all the way back to the tree line on the west side of 2nd Avenue N, for the full run of the construction fence line. Basically, flush with the tree boxes. Need maximum width of roadway to accommodate booths plus 20' fire lane; this can be eked out with booths placed between the trees on the east side of the roadway, a few feet of space behind the booth for grills etc., and the 20' fire lane

- **Fence move dates**: 6:00am Monday prior to festival through 7:00pm Tuesday after festival

4. **Seafair Torchlight**

- **Event dates:** Last Saturday of July
  - July 27, 2019
  - July 25, 2020
- **Move fence line**: all the way back to the tree line on the west side of 2nd Avenue N, for the full run of the construction fence line. Basically, flush with the tree boxes. Need maximum width of roadway to accommodate booths plus 20' fire lane; this can be eked out with booths placed between the trees on the east side of the roadway, a few feet of space behind the booth for grills etc., and the 20' fire lane
- **Fence move dates**: 12:01am Friday prior to festival through 12:01am Sunday after festival

5. **Bumbershoot**

- **Event dates**: Friday-Sunday w/ option for Friday-Monday of Labor Day Weekend
  - August 30-September 1 or 2, 2019
  - September 4-6 or 7, 2020
- **Move fence line**: all the way back to the tree line on the west side of 2nd Avenue N, for the full run of the construction fence line. Basically, flush with the tree boxes. Need maximum width of roadway to accommodate booths plus 20' fire lane; this can be eked out with booths placed between the trees on the east side of the roadway, a few feet of space behind the booth for grills etc., and the 20' fire lane
- **Fence move dates**: 6:00am Monday prior to festival through 7:00pm Wednesday after festival

6. **Winterfest Chiller Load In**

- **Event dates**: first Monday or Tuesday of November
  - November 5, 2018
  - November 12, 2019 (may need Nov. 8, 2019 instead; we won't know until after the 2018 installation)
- **Move fence line** from Gate 3 through 120' north of the Fisher loading dock back to the tree line on the west side of 2nd Avenue N. The roadway will need to accommodate 2 flatbed trucks (1 with chiller, 1 with crane) with room for the crane to swing the chiller into place at the Fisher loading dock.
- **Move dates**: 7:00am – 4:00pm day of delivery

7. **New Year's Eve**

- **Event dates:** New Year's Eve
  - December 31, 2018

- December 31, 2019

- **Move fence line** west as needed to ensure that a minimum of 20' exists between the west edge of the east side tree pits and the construction fence. Most critically, **absolutely no vehicle traffic may enter or exit the campus along 2nd Avenue N during the closure times.**
- **Move dates**: 12:00pm December 31 through 2:00am January 1

8. Winterfest Chiller Load Out

- **Event dates**: approximately 4th to 6th day of January, depending on how the weekend falls after New Year's Day.
  - January 10, 2019
  - January 9, 2020
- **Move fence line** from Gate 3 through 120' north of the Fisher loading dock back to the tree line on the west side of 2nd Avenue N. The roadway will need to accommodate 2 flatbed trucks (1 with chiller, 1 with crane) with room for the crane to swing the chiller out of place at the Fisher loading dock.
- **Move dates**: 7:00am – 4:00pm day of pickup

Exhibit H
Memorandum of Agreement for Event Curbside Management dated June 20, 2011

Seattle Department of Transportation / Seattle Center

MEMORANDUM OF AGREEMENT
for
Event Curbside Management

Agreement

This Memorandum of Agreement between Seattle Department of Transportation (SDOT) and Seattle Center describes procedures for Seattle Center to reserve right-of-way curbspace for loading, unloading and staging of events at Seattle Center. The agreement covers three types of curb reservation to be used depending on the size, duration and complexity of the event. More than one reservation type may be used along a single curb face as needed, provided use-specific signage is located to clearly delineate each type of reservation.

The reservation types are:

1. Type 1: Used for events where loading and unloading is generally from private personal vehicles. Reservations are 30-minute and 90-minute load and unload only. No parking is allowed beyond the signed time limits.

2. Type 2: Used when commercial truck –licensed vehicles are parked, loading, unloading and staging. Type 2 cannot be used for non-commercial vehicle parking, loading, unloading or staging.

3. Type 3: Used for events where loading, unloading and staging require numerous specialized trucks and other equipment, some of which need to be stored at the curb for the duration of the event. There are two options for Type 3 reservations — Special Events Permit through the Seattle Department of Parks and Recreation or Street Use Permit through SDOT.

Type 1 Reservations

The following are streets frequently used for a few days at a time for loading and unloading private personal vehicles and buses:

- North side of Thomas Street, between Warren Avenue North and 2nd Avenue North (7 spaces)
- South side of Republican Street, between 1st Avenue North and Warren Avenue North (9 spaces)
- South side of Republican Street, between 4th Avenue North and 5th Avenue North (12 spaces)

The following are streets occasionally used for a few days at a time for loading and unloading private personal vehicles and buses:

- South side of Thomas Street, between Warren Avenue North and 2nd Avenue North (10 spaces)
- East side of 2nd Avenue North between John Street and Thomas Street (6 spaces)

Procedure for Type 1 Reservations

1. Seattle Center staff or their designee fax an application to the SDOT Traffic Permits Counter (206-684-5985) identifying dates, times, and specific space numbers to be removed from pay station operation.

2. Seattle Center staff or their designee fax the same SDOT application to Seattle Police Department (SPD) Parking Enforcement (206-684-5101) 24 hours in advance of installing space reservation signs.

3. Seattle Center crews or their designee install gorilla posts with 30-minute or 90-minute "Load and Unload Only" signs no less than 2 hours before an event to reserve curbspace for the event. Seattle Center staff or their designee may post custom signage on the standard signs to further specify time restrictions during the day and the particular event or loading need. All signs must be tagged to indicate the date and time they were installed.

Type 2 Reservations

The following streets are occasionally used for commercial truck parking, loading, unloading and staging:

- East side of Warren Avenue North, between John Street and Thomas Street (15 spaces)
- Both sides of Thomas Street, between Warren Avenue North and 2nd Avenue North (south side 10 spaces, north side 7 spaces)
- Both sides of 4th Avenue North between Mercer Street and Republican Street (west side - 12, east side - 10)
- South side of Republican Street, between 4th Avenue North and 5th Avenue North (12 spaces)
- South side of Roy Street, between 3rd Avenue North and 4th Avenue North (22 spaces)
- West side of 2nd Avenue North, between Thomas Street and John Street (7 spaces)
- East side of Warren Avenue, between Mercer Street and Republican Street (9 spaces)
- South side of Republican Street, between 1st Avenue North and Warren Avenue North (9 spaces)

Procedure for Type 2 Reservations

1. Seattle Center staff or their designee fax an application to the SDOT Traffic Permits Counter (206-684-5985) identifying dates, times, and specific space numbers to be removed from pay station operation, and requesting truck permits. All vehicles must be licensed trucks, must have the cab attached, and display the permit at all times. Seattle Center or their designee may request more permits than there are spaces to facilitate sequential usage by several trucks. SDOT will mail or messenger permits to Seattle Center or their designee at Seattle Center or their designee's request and expense. Seattle Center will be responsible for getting permits to trucks.

2. Seattle Center staff or their designee fax the same SDOT application to Seattle Police Department (SPD) Parking Enforcement (206-684-5101) 24 hours in advance of installing space reservation signs.

3. Seattle Center crews or their designee install gorilla posts with "No Parking" signs no less than 2 hours before an event to reserve curbspace for the event. Seattle Center or their designee may post custom signage on the standard signs to further specify time restrictions during the day and the particular event or loading need. All signs must be tagged to indicate the date and time they were installed.

Type 3 Reservations

The following streets are used for major festivals for vehicle loading, unloading and staging, as well as storage for refrigerated trailers and other equipment:

- Both sides of Thomas Street, between Warren Avenue North and 2nd Avenue North (north side 7 spaces, south side 10 spaces)
- Both sides of Republican Street, between 4th Avenue North and 5th Avenue North (north side 8 spaces, south side 12 spaces)
- Both sides of Republican Street, between 1st Avenue North and Warren Avenue North (north side 10 spaces, south side 9 spaces)
- Both sides of 2nd Avenue North, between John Street and Thomas Street (west side 7 spaces, east side – 7 spaces)
- Both sides of Warren Avenue North, between Mercer Street and Republican Street (east side 9 spaces; west side 13 spaces)
- Both sides of Warren Avenue North, between John Street and Thomas Street (east side 15 spaces, west side 8 spaces)
- East side of 2nd Avenue North, between Roy Street and Mercer Street (10 spaces). During major festivals, these spaces will be used for disabled parking only (displaced from Lot 6).
- Both sides of 4th Avenue North between Republican Street and Mercer Street (west side 12 spaces, east side 10 spaces)

Procedure for Type 3 Reservations (Options 1 and 2)

(Option 1) Festivals may acquire a Special Events Permit through the Seattle Department of Parks and Recreation Special Events Committee. Such a permit supersedes standard SDOT permits and regulations and SPD routine enforcement.

1. Seattle Center or Festival applies for and follows all procedures for a permit through the Special Events Committee. No SDOT permits are required.

2. Seattle Center crews or Festival install gorilla posts with "No Parking" signs to reserve curbspace no less than 2 hours before an event. Seattle Center may post custom signage on the standard signs to further specify time restrictions during the day and the particular event or loading need. All signs must be tagged to indicate the date and time they were installed.

(Option 2) Seattle Center or Festival may work with SDOT Street Use Division for permits that allow curbside storage of truck trailers without cabs (as of August 1, 2007). Vehicles that do not require curbspace storage are still permitted by SDOT Traffic Permits.

1. Seattle Center or Festival works directly with SDOT Street Use Permits Counter to acquire all necessary Permits. SDOT Street Use Permits must be acquired at least 24 hours in advance of the truck trailers being placed in the right-of-way. In order to obtain the permit, Seattle Center or Festival must provide the location, use area and associated permit fees to SDOT Street Use.

2. For vehicles that do not require curbspace storage of truck trailers without cabs, the permitting process with SDOT Traffic Permits will be the same as for Type 2 reservations.

3. Seattle Center staff fax the SDOT application to SDOT if required, and to Seattle Police Department (SPD) Parking Enforcement (206-684-5101) 24 hours in advance of installing space reservation signs.

4. Seattle Center crews or Festival install gorilla posts with "No Parking" signs no less than 2 hours before an event to reserve curbspace for the event. Seattle Center may post custom signage on the standard signs to further specify time restrictions during the day and the particular event or loading need. All signs must be tagged to indicate the date and time they were installed.

Signage

Seattle Center will purchase and maintain a sufficient numbers of gorilla posts to effectively reserve curbspace in the locations described, along with signs as appropriate for each type of reserved curbspace. Main signage text and colors will be SDOT standard, except as mutually agreed by SDOT and Seattle Center. Seattle Center or their designee may add auxiliary signage on the main sign, as described above, at their discretion.

Seattle Center or their designee must locate signs along the curbspace to accurately delineate the reserved space. Signs with appropriate directional arrows must be placed at each end and at least every other parking space along the length of curbspace being reserved.

Fees

Due to the nature of Seattle Center as a unique event destination, their need to use adjacent streets in support of their event management, and the past practice of not being charged for those activities, the SDOT Director of Traffic Management waives both the hooding fees and the lost revenue fees that would otherwise accrue for use of paid curb space.

Seattle Center, or the Festival requesting a permit, is responsible for any Street Use permit fees or Special Event permit fees, and any related charges that may result from their transactions with SDOT Street Use Division or the Seattle Department of Parks and Recreation.

Enforcement

SDOT and Seattle Center will rely on SPD Parking Enforcement to enforce the Type 1 reservation 30- and 90-minute time limits. SDOT Commercial Vehicle Enforcement will enforce all truck permits for Types 2 and 3 reservations except when a Special Events Permit is in effect. SDOT Street Use will enforce street use permits.

Term of Agreement

This Agreement will become valid when signed by representatives of Seattle Center and SDOT, and will remain in effect indefinitely, unless amended or replaced by mutual agreement of the departments' representatives.

SEATTLE DEPARTMENT OF TRANSPORTATION

Charles Bookman, Director of Traffic Management

6/16/11

Date

SEATTLE CENTER

Robert Nellams

Director

6/20/11

Date

Exhibit I

List of Arena Contracts

Exhibit J

Form of Collateral Assignment of Arena Contracts

Exhibit K

Initial Sign Plan

Exhibit L

Project Budget

Exhibit M

Seattle Center Site Standards

Seattle Center Site Standards may be accessed via the following links:

Seattle Center Site Standards (March 2018)
http://www.seattlecenter.com/admin/fileout.aspx?thefile=5824

Seattle Center Site Standards Appendices A-D
http://www.seattlecenter.com/admin/fileout.aspx?thefile=5829

Exhibit N

[Reserved]

Exhibit O

Inclusion of Women and Minority Businesses and Labor and Social Equity Provisions for Development Project

Exhibit P

Additional Contingency Reduction Schedule

The Additional Contingency Amount shall be reduced during the course of construction of the Development Project in the amounts (each reduction, a "Contingency Reduction Amount") and at the times set forth below:

1) Reduction down to 70% at the completion of the Excavation work.
2) Reduction down to 30% at the completion of the Slab on Grade (excluding ice floor) and Elevated Building Structure (including columns, beams and floor slabs)
3) Reduction down to 0% at the completion of procurement by signed contract or purchase order of all Owner Direct Furniture, Fixtures and Equipment

Items 1 and 2 above may be satisfied upon completion of the Work of directly related Subcontractors as demonstrated by the Tenant's, or Tenant's authorized representative's, approval of the Prime Contractor's Application for Final Payment submitted in compliance with the Construction Contract requirements for final payment for those scopes of work, including an executed lien release and waiver of all claims by the directly related Subcontractors.

Exhibit Q
Team Non-Relocation Agreement

TEAM NON-RELOCATION AGREEMENT

By and Between

THE CITY OF SEATTLE,

a Washington municipal corporation,

and

SEATTLE HOCKEY PARTNERS LLC,

a Delaware limited liability company,

Dated as of: [_____], 2018

TEAM NON-RELOCATION AGREEMENT

THIS TEAM NON-RELOCATION AGREEMENT (this "**Agreement**") is entered into as of [_____], 2018 (the "**Effective Date**") by and between by and between THE CITY OF SEATTLE, a Washington municipal corporation (the "**City**"), and SEATTLE HOCKEY PARTNERS LLC, a Delaware limited liability company ("**TeamCo**").

RECITALS:

A. TeamCo is concurrently herewith entering into an Expansion Agreement with the member clubs of the National Hockey League (the "**NHL**") and the other parties thereto (the "**Expansion Agreement**"), pursuant to which TeamCo has agreed to acquire an NHL expansion club (the "**Team**") that will play its home games in Seattle, Washington.

B. Slapshot LLC, a Delaware limited liability company ("**Slapshot**"), wholly owns TeamCo and has a significant direct ownership interest in Seattle Arena Holdings, LLC, a Delaware limited liability company ("**Arena Holdings**"), and a significant indirect ownership interest in Seattle Arena Company, LLC, a Delaware limited liability company ("**ArenaCo**").

C. KeyArena (the "**Arena**") is located at the Seattle Center in Seattle, Washington and owned by the City.

D. The City desires to have the Arena redeveloped into a world-class civic arena to attract and present music, entertainment and sports events, including NHL (and potentially including National Basketball Association) events, to Seattle, Washington and the surrounding region. Renovation of the Arena is a condition to the closing of TeamCo's acquisition of the Team pursuant to the Expansion Agreement.

E. On _____, 2018, ArenaCo and the City entered into (i) the Arena Development Agreement (the "**Development Agreement**"), pursuant to which ArenaCo has agreed to renovate the Arena for the City, (ii) the Lease Agreement (Arena at Seattle Center) (the "**Arena Agreement**"), pursuant to which the City has agreed to lease the Arena (as well as its underlying land) to ArenaCo and ArenaCo has agreed to operate, maintain and repair the Arena and (iii) the Seattle Center Integration Agreement relating to certain Seattle Center campus and Arena operational matters (the "**Integration Agreement**"). In connection with the foregoing, ArenaCo and TeamCo are concurrently herewith entering into the Team Use Agreement, pursuant to which ArenaCo is agreeing to operate, maintain and repair the Arena for, and sublease the use of the Arena to, TeamCo (the "**Team Agreement**").

F. TeamCo, ArenaCo and the City will substantially benefit from the renovation of the Arena, the leasing of the Arena to ArenaCo and the subleasing of the Arena to TeamCo.

G. Pursuant to Article XII, Section 2 of the Arena Agreement, the City and TeamCo desire to enter into this Agreement, pursuant to which, as a material inducement to the City entering into the Development Agreement, the Arena Agreement, the Integration Agreement and other agreements related to the Arena, and subject to the terms and conditions set forth herein, TeamCo

is agreeing to cause the Team to use the Arena as the exclusive venue for Home Games during the term of the Team Agreement and not relocate the Team.

H. Pursuant to Section 10.1.14 of the Development Agreement, execution and delivery of this Agreement by TeamCo is a condition to ArenaCo's rights to commence demolition and renovation of the Arena.

I. ArenaCo has a substantial interest in the enforcement of this Agreement in connection with the entry by it into the Development Agreement, Arena Agreement, Integration Agreement and Team Agreement.

NOW, THEREFORE, in consideration of the foregoing Recitals (which are incorporated as a substantive part of this Agreement), the mutual promises of the parties herein contained, and other good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, TeamCo and the City, each intending to be legally bound, do hereby agree as follows:

ARTICLE 1.

DEFINITIONS

As used in this Agreement, capitalized terms shall have the meanings indicated below unless a different meaning is expressed herein.

"**Affiliate**" of a specified Person means a Person who is directly or indirectly controlling, controlled by, or under common control with, the specified Person, where "control" means the possession, directly or indirectly, of the power to direct the management and policies of the specified Person whether through the ownership of voting securities, by contract or otherwise.

"**Agreement**" shall have the meaning set forth in the Preamble.

"**Alternate Site Condition**" means the existence of any of the following conditions, but only if such condition(s) are not primarily the result of (a) TeamCo's failure to perform its obligations required under the Team Agreement or (b) so long as TeamCo is an Affiliate of Slapshot, Slapshot's breach of its obligations as an indirect owner of ArenaCo (including any obligation of Slapshot pursuant to the Amended and Restated Limited Liability Company Agreement of Arena Holdings then in effect):

i. the NHL determines that the condition of the Arena is such that the NHL Rules (consistently applied and without discrimination in application to TeamCo, the Team or the Arena) prohibit the playing of Home Games at the Arena and such determination is confirmed by written notice from TeamCo to the City and ArenaCo, which shall include a copy of the applicable written communication from the NHL, if any;

ii. a Governmental Authority, Applicable Law, Force Majeure Event, or Condemnation Action prevents the use or occupancy of any portion of the Arena that is reasonably necessary for the playing, exhibiting or viewing of Home Games at the Arena; or

iii. a legitimate scheduling conflict exists with respect to a given Home Game that, pursuant to Section ____ of the Team Agreement, permits TeamCo to hold such Home Game at an alternate site.

"**Alternate Site Commitment**" shall have the meaning set forth in Section 2.2(b)(ii).

"**Applicable Law**" means any applicable law, statute, ordinance, rule, regulation, order or determination of any Governmental Authority.

"**Arena**" shall have the meaning set forth in Recital C.

"**Arena Agreement**" shall have the meaning set forth in Recital E.

Arena Holdings" shall have the meaning set forth in Recital B.

"**City**" shall have the meaning set forth in the Preamble.

"**Commencement Date**" means the date on which the first Home Game is played at the Arena after substantial completion of the renovation thereof (and an issuance of a certificate of occupancy) pursuant to the Development Agreement.

"**Condemnation Action**" means a taking by any Governmental Authority (or other Person with power of eminent domain) by exercise of any right of eminent domain or by appropriation or condemnation.

"**Covered Pledge**" means a Lien with respect to any of TeamCo's right, title or interest in and to any of the Team As Property.

"**Development Agreement**" shall have the meaning set forth in Recital E.

"**Effective Date**" shall have the meaning set forth in the Preamble.

"**Expansion Agreement**" shall have the meaning set forth in Recital A.

"**Force Majeure Event**" means any act, event, or condition that is beyond the reasonable control of the party asserting the Force Majeure Event, including the following: any act of public enemy, terrorism, blockade, war, insurrection, civil disturbance, explosion or riot; epidemic; landslide, earthquake, fire, storm, flood or washout or other catastrophic weather event; any other act of God; and any strike, lockout, or other industrial disturbance.

"**Governmental Authority**" means any federal, state and/or local entity, political subdivision, agency, department, commission, board, bureau, court, administrative or regulatory body or other instrumentality having jurisdiction over the Arena and/or the parties hereto.

"**Hockey Season**" means each NHL season of the Team during the Non-Relocation Term, which shall be the period beginning on the date officially promulgated by the NHL as the Team's first NHL pre-season game for such season and ending on the date on which the last NHL post-season game is to be played by the Team for such season.

"**Home Games**" means any regular season or post-season game during a Hockey Season between the Team and another NHL team that is designated by the NHL as a home game of the Team.

"**Indeterminate Condition**" shall have the meaning set forth in Section 2.2(b)(iii).

"**Initial Term**" shall have the meaning set forth in the Team Agreement.

"**Integration Agreement**" shall have the meaning set forth in Recital E.

"**Lien**" means any pledge, security interest, lien, charge, mortgage, encumbrance, hypothecation or conditional assignment.

"**NHL**" shall have the meaning set forth in Recital A.

"**NHL Labor Dispute"** means any of the following that results in the NHL cancelling the Home Games in question: any owners' lock-out, players', officials' or referees' strike or other NHL-specific labor disputes.

"**NHL Rules**" shall have the meaning set forth in the Team Agreement.

"**Non-Relocation Covenants**" means the collective covenants and agreements made by, and obligations imposed on, TeamCo under Article 2 and Sections 4.1, 4.2(b) and 4.2(c).

"**Non-Relocation Default**" means TeamCo's breach of any of the Non-Relocation Covenants, for whatever reason, whether voluntary or involuntary, or effected by NHL Rules or operation of Applicable Law.

"**Non-Relocation Term**" shall have the meaning set forth in Section 3.1.

"**Permitted Transfer**" means any Transfer that is permitted under the provisions of Article 4.

"**Person**" means any individual, trust, estate, partnership, joint venture, company, corporation, association, limited liability company or other legal entity, business organization or enterprise.

"**Team**" shall have the meaning set forth in Recital A.

"**Team Agreement**" shall have the meaning set forth in Recital E.

"**Team As Property**" means TeamCo's right, title, and interest in and to the Team, including the right to operate the Team, under the Expansion Agreement and NHL Rules.

"**Term**" shall have the meaning set forth in Section 3.1.

"**Transfer**" means any sale, transfer, assignment or other disposition of any or all of TeamCo's right, title, or interest in and to any of the Team As Property, whether voluntary or involuntary; provided, that in the absence of an intent to use a Covered Pledge to effect a relocation of the Team or any reasonable expectation that it would be so used, and so long as made in accordance with NHL Rules, the making of a Covered Pledge in accordance with Article 4, including Section 4.2(c), is not deemed to be a Transfer, but any foreclosure or sale, transfer, assignment or other disposition in lieu of foreclosure in connection with such Covered Pledge would constitute a Transfer.

ARTICLE 2.

NON-RELOCATION

2.1 **Maintenance of the Franchise; City Ties**.

(a) At all times during the Term, TeamCo shall maintain its existence as an entity organized under the laws of the State of Delaware (or the State of Washington) and shall not dissolve, liquidate or divide, or take any other similar action, without the prior written consent of the City.

(b) At all times during the Term after the closing of TeamCo's acquisition of the Team under the Expansion Agreement, TeamCo shall (i) maintain the membership of the Team in the NHL in good standing, (ii) hold, maintain and defend the right of the Team to play hockey as a member of the NHL, and (iii) oppose the adoption of any NHL Rule that contradicts any of the terms of this Agreement; provided, however, that the foregoing shall not prohibit TeamCo from voting in favor of adoption of such an NHL Rule if it is (A) not specifically targeted at TeamCo or the Team and (y) bundled or packaged with any other NHL Rule that is unrelated to the subject matter of this Agreement (though in such a situation TeamCo shall register its objection to such NHL Rule if compliance with such NHL Rule would cause a default under this Agreement). Without limiting the generality of the foregoing, TeamCo shall not volunteer for contraction of the Team by the NHL or vote in favor of its contraction. In any event, contraction of the Team by the NHL shall be deemed to be a Non-Relocation Default.

(c) At all times during the Term, TeamCo shall be domiciled in Seattle, Washington, it being expressly understood that "domiciled" has the meaning given under Seattle Municipal Code 5.45.076 (i.e., TeamCo shall maintain its corporate headquarters in Seattle, Washington); provided, however, that for the avoidance of doubt, TeamCo shall neither be required to maintain the Team's training facilities in Seattle, Washington nor be required to have the Team's players and/or staff live in Seattle, Washington.

2.2 **Covenant to Play**.

(a) TeamCo covenants and agrees that, during the Non-Relocation Term, the Team will play all of its Home Games in the Arena, except that TeamCo may cause the Team to play, at an alternate site: (i) up to four (4) regular season Home Games during each Hockey Season; and (ii)

any number of post-season Home Games during any Hockey Season (A) so long as the Team's opponent in any post-season series is scheduled to play an equal or greater number of its home games in such series outside of the city, municipality or similar local jurisdiction in which such opponent's NHL regular season home venue is located (except as otherwise provided under NHL Rules applicable generally to all members of the NHL which are intended to deal with the different number of home games played by opposing teams in a post-season series (e.g., in a post-season series consisting of an odd number of games, the Team may be scheduled to play one more post-season Home Game at an alternate site than the number of games the Team's opponent is scheduled to play outside of the city, municipality, or similar local jurisdiction in which such opponent's NHL regular season home venue is located)) and (B) only if required by NHL Rules applicable generally to all members of the NHL; it being agreed, for the avoidance of any doubt, that TeamCo shall not have the right to elect or otherwise voluntarily decide to play any of its post-season Home Games at any alternate site under this Section 2.2(a).

(b) Notwithstanding Section 2.2(a), if an Alternate Site Condition exists, TeamCo shall be entitled to make arrangements for, and the Team shall be entitled to temporarily play its Home Games at, an alternate site, on the following terms and conditions:

(i) Promptly after TeamCo first learns of such potential Alternate Site Condition, TeamCo shall deliver written notice to the City and ArenaCo identifying the Alternate Site Condition and stating the number of days such Alternate Site Condition is expected to persist and the number of Home Games expected to be played at an alternate site. TeamCo shall, prior to scheduling Home Games at an alternate site due to an Alternate Site Condition, use commercially reasonable efforts to reschedule at the Arena any and all Home Games expected to take place during such Alternate Site Condition to a new date during such time when the applicable Alternate Site Condition is no longer expected to exist (taking into account the anticipated duration of the Alternate Site Condition, the other events scheduled at the Arena and the need to obtain NHL approval and the approval of the opposing NHL team(s)) (and TeamCo shall certify that it is complying with the foregoing obligation in the notice provided by TeamCo pursuant to the immediately preceding sentence). In the event an Alternate Site Condition relates to a determination by the NHL under clause (i) of the definition of Alternate Site Condition, the notice of such Alternate Site Condition delivered by TeamCo under Section 2.2(b)(i) shall, to the extent such information is provided by the NHL (and which information shall be requested by TeamCo from the NHL) (A) reference the specific NHL Rule(s) related to the NHL's determination, (B) state the specific issues of the NHL with the condition(s) of the Arena, and (C) state the necessary corrective remedial action in order to achieve compliance with such NHL Rules.

(ii) Prior to the Team playing any of its Home Games at an alternate site, TeamCo shall make available to the City for its review a copy of the agreement, contract or other commitment made by TeamCo with respect to the Team's use of such alternate site (an "**Alternate Site Commitment**", which shall include, if there is no such agreement, contract or other commitment in writing, a written description of the material terms of such oral agreement, contract or commitment); provided,

however, that if any Alternate Site Commitment contains a confidentiality provision that prevents TeamCo from delivering all or any portion of such Alternate Site Commitment to the City, then TeamCo may satisfy its obligations under this Section 2.2(b)(ii) by reasonably making available to the City for its review only those portions of such Alternate Site Commitment that relate, directly or indirectly, to the number of Home Games to be played at such alternate site or otherwise relate, directly or indirectly, to the term (including any extensions thereof) of such Alternate Site Commitment. Without limiting the generality of the foregoing, if such Alternate Site Commitment includes any provisions that would incentivize TeamCo to cause the Team to play more games at such alternate site than absolutely necessary (including by way of decreasing charges), then TeamCo shall reasonably make available to the City for its review all such provisions.

(iii) The Team may play its Home Games (that are not rescheduled at the Arena pursuant to Section 2.2(b)(i)) at an alternate site only during the period of time that such Alternate Site Condition exists; provided, however, that if the circumstances giving rise to such Alternate Site Condition do not allow TeamCo to reasonably determine when such Alternate Site Condition will end (an "**Indeterminate Condition**"), then TeamCo may honor its commitment to play Home Games at the alternate site reasonably made by TeamCo with respect to such Indeterminate Condition even if such commitment extends beyond the expiration of such Indeterminate Condition; provided, that the Team recommences playing its Home Games at the Arena no later than thirty (30) days after such Indeterminate Condition ends unless the following circumstances apply:

(A) If an Indeterminate Condition exists (1) prior to the commencement of any Hockey Season and is reasonably expected to still exist sixty (60) days after the commencement of such Hockey Season or (2) after the commencement of any Hockey Season, but before December 1 of such Hockey Season, and is reasonably expected to still exist sixty (60) days thereafter, then the associated commitment to play Home Games at the alternate site may extend through the final Home Game prior to the "All-Star" break of such Hockey Season; and

(B) If an Indeterminate Condition exists as of or after December 1 of any Hockey Season and is reasonably expected to still exist at the later of (1) thirty (30) days thereafter and (2) the "All-Star" break of such Hockey Season, then the associated commitment to play Home Games at the alternate site may extend through the duration of such Hockey Season.

(v) TeamCo shall use its commercially reasonable, diligent and good faith efforts to prevent, and if such Alternate Site Condition cannot be prevented, to mitigate and overcome any Alternate Site Condition (whether an Indeterminate Condition or otherwise), to the extent the applicable event or condition giving rise thereto is within the reasonable control of TeamCo and not a responsibility of ArenaCo under the Arena Agreement or Team Agreement or the City under the Arena Agreement, but which efforts shall include, to the extent relevant to the

Alternate Site Condition, enforcing TeamCo's rights against ArenaCo under the Team Agreement; provided, that, without limiting City's rights and TeamCo's obligations under this Agreement, TeamCo shall cause Slapshot to exercise its applicable (if any) approval rights, and to cause Slapshots' manager designees to exercise their applicable approval rights (if any), set forth in the Amended and Restated Limited Liability Company Agreement of Arena Holdings then in effect to the extent necessary for ArenaCo to use its commercially reasonable, diligent and good faith efforts to prevent, and if such Alternate Site Condition cannot be prevented, to mitigate and overcome any Alternate Site Condition (whether an Indeterminate Condition or otherwise), to the extent the applicable event or condition giving rise thereto is within the reasonable control of ArenaCo and a responsibility of ArenaCo under the Arena Agreement or Team Agreement.

(vi) TeamCo shall use its commercially reasonable efforts to cause an alternate site at which Home Games are played pursuant to Section 2.2(b) to be located in the City of Seattle, Washington (taking into account the availability therein of an alternate site with sufficient seating capacity that complies with NHL Rules and the need to obtain NHL consent to play at an alternate site). Furthermore, TeamCo shall, subject to its rights and obligations hereunder with respect to an Indeterminate Condition, use commercially reasonable, diligent, and good faith efforts to minimize any contractual commitment to play more Home Games at alternate sites than necessary under Section 2.2(b).

(vii) If during the Non-Relocation Term, there occurs, from time to time, an NHL Labor Dispute, then during the pendency thereof, the Team shall not be obligated to play any NHL Home Games at the Arena that have been cancelled by the NHL as a result of such NHL Labor Dispute; provided, however, that, subject to the Team's right to play Home Games at an alternate site pursuant to, and in accordance with, Section 2.2, any replacement or substitute Home Games must be played at the Arena.

(viii) TeamCo shall not take (or omit to take) any action, including, without limitation, approving or permitting any amendment to any provision of the Team Agreement, that adversely impacts the rights of the City, or TeamCo's ability to perform its obligations, under, and subject to the terms and conditions of, this Agreement, in each case without the prior written consent of the City, which consent may be withheld, conditioned, or delayed in the City's sole discretion; provided, however, that the foregoing shall not prevent TeamCo from enforcing its rights, and ArenaCo's obligations, under the Team Agreement.

(ix) Promptly after TeamCo first learns of any default by ArenaCo under the Team Agreement, TeamCo shall deliver written notice to the City identifying such default. In any event if TeamCo gives a notice of default under the Team Agreement, TeamCo shall concurrently give to the City a copy of such notice of default. In addition, if the cure period, if any, applicable to ArenaCo under the Team Agreement expires without cure of ArenaCo's default, then TeamCo shall promptly give notice of such fact to the City.

(x) In the event of either an Alternate Site Condition or a default by ArenaCo under the Team Agreement, the City shall have the right, but not the obligation, during the applicable cure period hereunder in the case of a default, to perform any obligation of ArenaCo under, and in accordance with, the Team Agreement with respect to such Alternate Site Condition or to remedy such default by ArenaCo, as applicable. TeamCo shall accept such performance of such obligation of ArenaCo or such remedy of such default, as applicable, by or at the instigation of the City in fulfillment of such obligation of ArenaCo or remedy of such default, as applicable, for the account of ArenaCo, and with the same force and effect as if performed by ArenaCo. Upon receiving any notice of a default by ArenaCo under the Team Agreement, the City's cure rights shall continue during the same cure period granted to ArenaCo with respect to such default under the Team Agreement, plus thirty (30) days, and during the City's cure period, provided the City promptly commences and diligently pursues cure, TeamCo shall forbear from termination of the Team Agreement.

2.3 **Non-Relocation**.

Except for the Team's temporary right to play Home Games at an alternate site pursuant to, and in accordance with, Section 2.2, at all times during the Term, TeamCo, its Affiliates and their respective representatives shall not:

(a) (i) Relocate, attempt to relocate or permit the relocation of the Team outside the boundaries of the City during the Non-Relocation Term, (ii) change or move the home territory of the Team set forth under NHL Rules in any manner that would exclude the City during the Non-Relocation Term, or (iii) permit or cause to occur any other event that could reasonably be expected to result in the occurrence of an event described in the foregoing clause (i) or (ii).

(b) (i) Enter into any contract or other arrangement that obligates the Team to play Home Games at any location other than the Arena during the Non-Relocation Term or (ii) take (or omit to take) any other action that causes or could reasonably be expected to cause the Team's right to play professional hockey in the Arena during the Non-Relocation Term to be lost or materially impaired; provided, however, that the foregoing shall not prevent TeamCo from (A) enforcing its rights, and ArenaCo's obligations, under the Team Agreement, and (B) subject to Section 2.2(b)(vii), taking any action with respect to any strike, lockout, or other labor dispute (provided the Team, subject to the Team's right to play Home Games at an alternate site pursuant to, and in accordance with, Section 2.2, is not playing Home Games elsewhere during any such period).

(c) Solicit, enter into, or participate in any negotiations or discussions with, or apply for or seek approval from, third parties, including the NHL, with respect to any agreement, legislation, or financing that contemplates, or could reasonably be expected to result in, any action that could constitute a Non-Relocation Default.

For the avoidance of doubt, (i) the prohibitions set forth in this Section 2.3 shall not apply to TeamCo's, its Affiliates' and their respective representatives' actions, negotiations, discussions, applications, or agreements during the last five (5) years of the Non-Relocation Term with respect

to a proposed relocation, change or move that would take effect after the Non-Relocation Term and (ii) TeamCo shall not engage in or permit such actions by such other Persons during the Non-Relocation Term prior to the beginning of such five (5) year period.

ARTICLE 3.

TERM

3.1 Effective Date and Non-Relocation Term.

The terms and provisions of this Agreement shall be effective as of the Effective Date and shall continue until the termination of this Agreement pursuant to Section 3.2 (the "**Term**"); provided, however, TeamCo's obligations under the Non-Relocation Covenants set forth in Section 2.2 shall commence as of the Commencement Date (the period from the Commencement Date through the termination of this Agreement is referred to herein as the "**Non-Relocation Term**").

3.2 Termination.

This Agreement shall terminate upon the earliest of: (a) the date specified in a written agreement of the City and TeamCo to terminate this Agreement, (b) the expiration or earlier termination of the Initial Term in accordance with the terms of the Team Agreement; provided, that TeamCo and ArenaCo shall not consent to mutual termination of the Team Agreement prior to the expiration of the Initial Term, (c) the early termination of the Development Agreement prior to substantial completion of the Arena in accordance with the terms thereof, (d) the early termination of the Expansion Agreement prior to closing of TeamCo's acquisition of the Team pursuant thereto and (e) the early termination of this Agreement pursuant to Section 6.3.

ARTICLE 4.

TRANSFERS

4.1 Transfers and Covered Pledges of Franchise.

Subject to this Article 4, TeamCo may, from time to time, make a Transfer or grant a Covered Pledge; provided, however, that any such Transfer or grant of a Covered Pledge shall be (A) conditioned on the Person who acquires the Team or holds any Covered Pledge being approved by the NHL in accordance with the NHL Rules as an owner of the Team or the holder of a Covered Pledge and (B) made or granted subject to the requirements and obligations of TeamCo under this Agreement, including compliance in all respects with the Non-Relocation Covenants, so that any Person who acquires the Team (including, if applicable, the NHL), whether pursuant to any such Transfer, pursuant to any foreclosure or other action against any such Covered Pledge or otherwise, shall acquire and take the Team therein subject to all of the Non-Relocation Covenants and the other terms of this Agreement. Such acquiring Person shall thereafter be deemed to be "TeamCo" for purposes of this Agreement. Except as expressly set forth in Section 4.4, no Transfer (including, if applicable, to the NHL) or grant of a Covered Pledge shall change, limit, release or otherwise affect the obligations of TeamCo under this Agreement. Any Transfer made (or

attempted to be made) or Covered Pledge granted (or attempted to be granted) contrary to this Article 4 is void.

4.2 **Notice of Proposed Transfer; Additional Requirements**.

(a) TeamCo shall give the City at least 30 days' (or if 30 days is not practicable, then at least 15 days') prior written notice of any proposed Transfer or grant of a Covered Pledge, and prompt written notice upon becoming aware of any foreclosure or other enforcement, or intended foreclosure or other enforcement, of a Covered Pledge.

(b) In connection with any Transfer, and as a condition precedent (among the other conditions to such transaction) to the effectiveness of such Transfer, the transferee must agree in writing, in form and substance reasonably acceptable to the City, to assume, in full and without qualification, this Agreement and TeamCo's obligations under this Agreement, specifically including the Non-Relocation Covenants and any then-unperformed obligations of TeamCo under this Agreement, whether accrued or due before or after the effective date of such Transfer (with such agreement having been executed and delivered to the City simultaneously with, or prior to, such Transfer).

(c) TeamCo shall not grant any Covered Pledge unless the documents and other instruments implementing the Covered Pledge expressly provide, and the pledgee agrees in writing for the intended third-party benefit of the City and its successors and assigns, that (i) such Covered Pledge is subject to this Agreement, and (ii) any purported Transfer upon foreclosure or other enforcement of the Covered Pledge shall be subject to this Agreement. Concurrently with the execution of any Covered Pledge (or, if such Covered Pledge exists on the Effective Date, prior to the execution of this Agreement), TeamCo shall reasonably make available to the City for its review a copy, certified as true and complete by an officer of TeamCo, of the express agreement of the pledgee and the third-party beneficiary language as required by this Section 4.2(c). The parties hereto acknowledge and agree that this Section 4.2(c) shall not apply to the security interest granted by TeamCo in connection with TeamCo's participation in the NHL's League-Wide Credit Facility.

4.3 **Restrictive Covenants**.

The Non-Relocation Covenants shall be deemed to be restrictive covenants that attach to and bind the Team As Property.

4.4 **Release of Transferor.**

Following a Permitted Transfer (which shall include the transferee complying with Section 4.2(b)) of all of the Team As Property, the transferor shall be relieved from all obligations arising under this Agreement after the date of such Permitted Transfer and the transferee shall be deemed TeamCo hereunder.

4.5 **Notice of Change of Control**.

To the extent not already covered by Section 4.2(a), TeamCo shall give the City at least 30 days' (or if 30 days is not practicable, then at least 15 days') prior written notice of any sale, transfer, assignment, or other disposition of any direct or indirect controlling ownership interests in TeamCo, including any Change of Control (or prompt written notice after a death or similar circumstance that results in a Change of Control or any other disposition of any direct or indirect controlling ownership interests in TeamCo). "**Change of Contro**l" means a change of the controlling owner and Governor of TeamCo under NHL Rules.

ARTICLE 5.

DEFAULTS AND REMEDIES

5.1 **Agreements and Acknowledgments; Equitable Relief.**

TeamCo and the City acknowledge and agree as follows:

(a) (i) TeamCo's obligations under this Agreement are required by the Development Agreement and the Arena Agreement, are unique, are the essence of the bargain and are essential consideration for this Agreement and the other agreements being entered into by the City in connection with the Arena; (ii) the Team, upon being granted to TeamCo under the Expansion Agreement, will be extraordinary and unique and under the organization of professional hockey by and through the NHL, the Team may not be able to be replaced with another NHL team in the City; (iii) the determination of damages caused by a Non-Relocation Default, the effects of which would be suffered by the City, would be difficult, if not impossible, to ascertain, (iv) but for TeamCo's commitment to cause the Team to play its Home Games in the Arena as provided herein, the City would not have agreed to the renovation of the Arena by ArenaCo; and (v) having the Team play its Home Games in the Arena as provided herein provides a unique value to the City, including generating new jobs, additional revenue sources, economic development and increased tourism. Therefore, the parties hereto acknowledge and agree that there exists no adequate and complete remedy at law to enforce this Agreement against TeamCo, and that equitable relief by way of a decree of specific performance or an injunction (such as, without limitation, a prohibitory injunction barring the Team from relocating or playing its Home Games at any location other than the Arena in violation of this Agreement or a mandatory injunction requiring the Team to play its Home Games at the Arena in accordance with this Agreement) is the only appropriate remedy for the enforcement of this Agreement. Furthermore, based on the foregoing, TeamCo and the City hereby agree as follows (and TeamCo shall not assert or argue otherwise in any action or proceeding):

(i) Significant obligations are being incurred by the City to make the Arena available for Home Games and any Non-Relocation Default shall constitute irreparable harm to the City for which monetary damages or other remedies at law will not be an adequate remedy.

(ii) The City is entitled to obtain injunctive relief prohibiting action, directly or indirectly, by TeamCo that causes or could reasonably be expected to cause a Non-

Relocation Default, or mandating action that averts or will avert a Non-Relocation Default, or enforcing any covenant, duty, or obligation of TeamCo hereunder through specific performance. The City is further entitled to seek declaratory relief with respect to any matter under this Agreement.

(b) That the rights of the City to equitable relief (including injunctive relief) as a result of a Non-Relocation Default, as set forth in this Section 5.1 or as otherwise allowed under Applicable Law, shall not constitute a claim pursuant to Section 101(5) of the United States Bankruptcy Code, as it may be amended or substituted, and shall not be subject to discharge or restraint of any nature in any bankruptcy, reorganization or insolvency proceeding involving TeamCo, and that this Agreement is not an "executory contract" as contemplated by Section 365 of the United States Bankruptcy Code.

(c) That, in any proceeding seeking relief for a Non-Relocation Default, any requirement for the City to (i) post any bond or other security or collateral or (ii) make any showing of irreparable harm, balance of harm, consideration of the public interest, or inadequacy of money damages, as a condition of any relief sought or granted is hereby waived, and TeamCo shall not assert or argue otherwise or request the same.

(d) That TeamCo waives any right it may have to object to or to raise any defense to any actual or requested award of the remedy of specific performance or other equitable relief in any action brought by or on behalf of the City in respect of a Non-Relocation Default in accordance herewith, except (i) alleged unclean hands of the plaintiff or laches in the commencement of the proceedings and (ii) the defense that there has in fact not been a Non-Relocation Default in accordance with the terms of this Agreement.

(e) That the obligations of TeamCo under the Non-Relocation Covenants are absolute, irrevocable and unconditional, except as expressly provided herein, and shall not be released, discharged, limited or affected by any right of setoff or counterclaim that TeamCo may have to the performance thereof.

(f) That the failure of the City to seek redress for violation of, or to insist upon the strict performance of, any provision of the Non-Relocation Covenants shall not prevent a subsequent act, which would have constituted a violation, from having the effect of a violation. No delay in the exercise of any remedy shall constitute a waiver of that remedy.

(g) TeamCo understands and acknowledges that, by operation of the foregoing provisions, it is knowingly and intentionally relinquishing or limiting certain important rights and privileges to which it otherwise might be entitled, including the right to object to a grant of specific performance and injunctive relief, and that its relinquishment and limitation thereof is voluntary and fully informed.

(h) Notwithstanding anything to the contrary in this Agreement, including Section 5.1, if any condition set forth in clause (i) through (iii) of the definition of Alternate Site Condition exists and was primarily the result of TeamCo's failure to perform its obligations required under the Team Agreement or, so long as TeamCo is an Affiliate of Slapshot, Slapshot's breach of its obligations as an indirect owner of ArenaCo, the Team shall not be prevented from playing at an

alternate site in accordance with Section 2.2(b); provided, however, the foregoing shall not be interpreted as a waiver of any breach of this Agreement by TeamCo due to such circumstances or, except for any equitable relief preventing the Team from playing at an alternate site in accordance with Section 2.2(b), limitation on remedies available to City.

(i) Upon a Non-Relocation Default, if the equitable relief provided for in this Section 5.1 is unavailable for any reason (including due to Section 5.1(h), or upon any other breach of this Agreement by TeamCo, the City shall be entitled to pursue all other legal and equitable remedies against TeamCo, whether or not such other remedies are specifically set forth in this Agreement.

ARTICLE 6.

REPRESENTATIONS AND COVENANT

6.1 Representations and Warranties of TeamCo.

TeamCo hereby represents and warrants to the City that, as of the Effective Date:

(a) TeamCo is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Delaware. TeamCo has all requisite limited liability company power and authority to enter into this Agreement and to perform its obligations under this Agreement.

(b) The execution, delivery and performance by TeamCo of this Agreement have been duly authorized by all necessary action, will not (i) violate the organizational documents of TeamCo (ii) violate any Applicable Law, or (iii) result in a breach of, or constitute a default (or any event which with the giving of notice or lapse of time would become a default) under, require any consent under, or give to any other person any rights of termination, amendment, acceleration, suspension, revocation or cancellation of, or result in the creation of any lien on the assets or the properties of the Team pursuant to any material agreement or any judgment or decree to which TeamCo is a party or by which TeamCo or its material assets are bound (except for any NHL consent required for TeamCo to play at an alternate site). This Agreement has been duly executed and delivered by TeamCo and constitutes valid and binding obligations of TeamCo.

(c) No suit, proceeding or other action is pending or, to the knowledge of TeamCo, threatened against TeamCo that could reasonably be expected to have a material adverse effect upon TeamCo's performance under this Agreement. No Covered Pledge exists on the Effective Date [except as set forth in Schedule 6.1(c)].

(d) Exhibit A attached hereto is a [redacted] final version of Team Agreement that contains all terms and conditions that are material to the rights of the City under this Agreement, including the term of the Team Agreement and rights of TeamCo to terminate the Team Agreement.

6.2 **Representations and Warranties of the City.**

The City hereby represents and warrants to TeamCo that, as of the Effective Date:

(a) The City is a Washington municipal corporation. The City has all requisite power and authority to enter into this Agreement.

(b) The execution, delivery and performance by the City of this Agreement have been duly authorized by all necessary action, will not violate the organizational documents of the City and will not result in the breach of, or constitute a default under, any material agreement or any judgment or decree to which the City is a party or by which the City or its material assets are bound. This Agreement has been duly executed and delivered by the City and constitutes valid and binding obligations of the City.

(c) No suit, proceeding or other action is pending or, to the knowledge of the City, threatened against the City that could reasonably be expected to have a material adverse effect upon the City's performance under this Agreement.

6.3 **Non-Participation Covenant**.

During the Term, the City shall not provide benefits, incentives or financial support (other than those that are generally available to any potential developer without specific authorization from the City) with respect to the construction of any live entertainment venue with a capacity of more than 15,000 seats within the jurisdictional boundaries of the City of Seattle. TeamCo is entitled to seek equitable relief with respect to any breach or threatened breach by the City of this Section 6.3. If a court of competent jurisdiction determines that the City has breached, or will, pursuant to proposed action by the City, imminently breach, this Section 6.3, TeamCo shall have the right to terminate this Agreement upon written notice to the City and ArenaCo unless such determination by such court grants TeamCo equitable relief to remedy such breach and the City promptly complies with such equitable relief.

ARTICLE 7.

MISCELLANEOUS

7.1 **Entire Agreement.**

This Agreement represents the entire agreement between the City and TeamCo, and supersedes all prior negotiations, representations or agreements of the City and TeamCo, written or oral, with respect to the subject matter of this Agreement. TeamCo acknowledges that other agreements with covenants and restrictions that are the same or similar to the Non-Relocation Covenants are or will be executed by TeamCo in favor of other third parties, and that such agreements shall not affect the interpretation or enforcement of this Agreement, the obligations of TeamCo hereunder, and the City's rights hereunder.

7.2 **Amendments.**

No waiver, modification or amendment of this Agreement or of any of its conditions or provisions shall be binding upon the City or TeamCo unless in writing signed by the City and TeamCo, and approved in writing by ArenaCo.

7.3 **Choice of Law; Venue and Jurisdiction.**

This Agreement shall be governed by and interpreted in accordance with the internal laws of the State of Washington, without giving effect to conflict of laws provisions. In the event of any legal proceedings regarding this Agreement, the parties agree that the exclusive venue for such proceedings is the state courts of Washington located in King County, and the City and TeamCo hereby submit to the exclusive jurisdiction of those courts for purposes of any such proceedings; provided that, if the venue for a proceeding is required by a court of competent jurisdiction to be in federal court, the exclusive venue for such proceeding shall be the Western District of the State of Washington. To the extent service of process by mail is permitted by Applicable Law, the City and TeamCo irrevocably consent to the service of process in any proceeding in such courts by the mailing of such process by registered or certified mail at its address for notice provided herein.

7.4 **Severability; Interpretation.**

Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under Applicable Law. If, however, any provision of this Agreement, or portion thereof, is prohibited by Applicable Law or found invalid under Applicable Law, such provision or portion thereof only shall be ineffective without in any manner invalidating or affecting the remaining provisions of this Agreement or the valid portion of such provision, which provisions are deemed severable.

7.5 **No Implied Waivers.**

No waiver by the City or TeamCo of any term, obligation, condition or provision of this Agreement shall be deemed to have been made, whether due to any course of conduct, continuance or repetition of non-compliance, or otherwise, unless such waiver is expressed in writing and signed and delivered by the party granting the waiver, nor shall any forbearance by a party to seek a remedy for any breach by the other party be a waiver by such party of any rights or remedies with respect to such or any subsequent breach. No express waiver shall affect any term, obligation, condition or provision other than the one specified in such waiver and that one only for the time and in the manner specifically stated.

7.6 **Successors and Assigns.**

Each party binds itself and its successors and authorized assigns to the other and to the successors and authorized assigns of the other party with respect to all covenants of this Agreement.

7.7 **Interpretations.**

The captions and headings in this Agreement are only for convenience and do not define,

limit or describe the scope or intent of any of the provisions of this Agreement. The use herein of the word "including," when following any general statement, term or matter, shall not be construed to limit such statement, term or matter to the specific items or matters set forth immediately following such word or to similar items or matters, whether or not nonlimiting language (such words as "without limitation," or "but not limited to," or words of similar import) is used with reference thereto, but rather shall be deemed to refer to all other items or matters that could reasonably fall within the broadest possible scope of such general statement, term or matter. The parties agree that they have been represented by counsel during the negotiation, drafting, preparation and execution of this Agreement and, therefore, waive the application of any law or rule of construction providing that ambiguities in a contract or other document will be construed against the party drafting such contract or document.

7.8 **Notices.**

Any notice or other communication under this Agreement must be in writing and will be considered properly given and effective upon receipt if delivered personally, by certified or registered mail (postage prepaid and return receipt requested) or by overnight courier to the parties at the following addresses:

If to the City: City of Seattle, Mayor's Office City Hall Attn: Chief of Staff 600 Fourth Avenue, 7th Floor P.O. Box 94749 Seattle, WA 98124-4947 *With copies to*: City of Seattle, City Attorney's Office Attn: Civil Chief 701 Fifth Avenue, Suite 2050 Seattle, WA 98104-7097	*If to TeamCo:* Seattle Hockey Partners LLC _____ _____ Attn: President *With copies to:* Katten Muchin Rosenman LLP 525 W. Monroe Street Chicago, IL 60661-3693 Attn: Adam R. Klein

Either party may from time to time designate a different address or persons for notices by giving notice to that effect to the other party in accordance with the terms and conditions of this Section 7.8.

7.9 **Counterparts**.

This Agreement may be executed in two counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same fully executed agreement. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Agreement.

7.10 **Disclosure of Records**.

The City agrees to keep all documentation, communications and information regarding the drafting, research and negotiation of, or provided pursuant to, this Agreement confidential to the extent permitted by Applicable Law. The City shall promptly notify TeamCo of any request under Applicable Law to review any such documentation, communications or information, and TeamCo shall cooperate with the City in connection with such request; provided, however, that nothing herein shall prevent TeamCo, at its cost, from (i) seeking a protective order or (ii) taking steps to resist or narrow the scope of such request. If TeamCo fails to produce any such documentation, communications or information so requested, and it is determined by a court of competent jurisdiction that such information was required to be disclosed, TeamCo shall defend, hold harmless and indemnify the City against any liabilities suffered or incurred by the City as a result of such failure.

7.11 **Time**.

Times set forth in this Agreement for the performance of obligations shall be strictly construed, time being of the essence.

7.12 **Attorney's Fees**.

The prevailing party in any proceeding to enforce this Agreement shall have the right to collect from the other party all costs and fees incurred in connection with enforcing this Agreement, including attorney's, consultant's and expert's fees, and court costs.

7.13 **No Third-Party Beneficiaries**.

This Agreement is solely for the benefit of the City and TeamCo and is not intended to benefit any third parties; provided, however, ArenaCo is an express third-party beneficiary of this Agreement and, without limiting the City's rights and TeamCo's obligations under this Agreement, ArenaCo shall be entitled to enforce this Agreement to the same extent as the City as if ArenaCo were a party hereto.

[Remainder of page intentionally blank — Signature page follows]

IN WITNESS WHEREOF, the parties have executed this Team Non-Relocation Agreement as of the Effective Date.

CITY OF SEATTLE

By: _____
Name:
Its:

SEATTLE HOCKEY PARTNERS LLC

By: _____
Name:
Its:

ACKNOWLEDGED AND AGREED (including, without limitation, with respect to obligations applicable to ArenaCo hereunder):

SEATTLE ARENA COMPANY, LLC

By:_____
Name:
Its:

[Schedule 6.1(c)]

[Exhibit A]

Exhibit R

Collaborative Turnover Schedule