LEASE AGREEMENT
(ARENA AT SEATTLE CENTER)

by and between

THE CITY OF SEATTLE,

a Washington municipal corporation,

as Landlord

and

SEATTLE ARENA COMPANY, LLC,

a Delaware limited liability company,

as Tenant

Dated: [●], 2018

Table of Contents

Page

ARTICLE I Definitions 10
ARTICLE II Demise and Use of Premises and Term of Lease 28
Section 1: Demise of Premises; Early Access 28
Section 2: Acceptance of Premises on "AS IS, WHERE IS" Basis 28
Section 3: Landlord's Reserved Rights in and to the Premises 28
Section 4: Other Rights Granted by Landlord to Tenant 31
Section 5: Initial Term 33
Section 6: Extension Term 33
Section 7: Holding Over 33
Section 8: Exclusivity 34
Section 9: Permitted Uses 34
Section 10: Prohibited Uses 34
Section 11: Quiet Enjoyment 35
Section 12: Future Availability of Parking Garages 35
Section 13: Permitted Encumbrances on Title to Fee Estate 36
Section 14: FF&E 36
Section 15: Acceptance of Surrender 37
Section 16: Failure of Conditions 37
ARTICLE III Annual Payments, Additional Lease Consideration and Community Benefits 37
Section 1: Time and Place of Payment 37
Section 2: Annual Baseline Rent Payment; Leasehold Excise Tax 37
Section 3: Annual Baseline Tax Guaranty Payment 38
Section 4: Annual Transportation Payment 38
Section 5: Additional Lease Consideration 38
Section 6: Rent Adjustments 38
Section 7: First Avenue North Garage Rent During Construction 44
Section 8: No Security Deposit 45
Section 9: Revenues and Income from Concessions 45
Section 10: No Demand or Offset 45
Section 11: Audit Rights 45
ARTICLE IV Taxes, Impositions, and Utility Costs 46

Section 1: Payment of Taxes and Impositions ... 46
Section 2: Utility Costs ... 47
Section 3: Right of Contest ... 47
ARTICLE V Management and Operation ... 48
Section 1: Management and Operations ... 48
Section 2: Contracts Extending Beyond Term of Agreement ... 48
Section 3: Participation of Local Vendors and Women and Minority-Owned Businesses ... 48
Section 4: Refuse Collection ... 48
Section 5: Security ... 48
ARTICLE VI Maintenance and Repairs ... 49
Section 1: Maintenance and Repairs of the Premises ... 49
Section 2: Coordination of Plaza Area Maintenance with Seattle Center ... 49
ARTICLE VII Alterations and Improvements ... 50
Section 1: Initial Tenant Improvements ... 50
Section 2: Other Material Alterations and Improvements. ... 50
Section 3: Capital Improvements ... 53
ARTICLE VIII Other Covenants ... 56
Section 1: Pursuit of NBA and NHL Franchises ... 56
Section 2: Community Fund and Charitable Funding Commitment ... 56
Section 3: Community Benefits ... 58
Section 4: Community Events ... 59
Section 5: Affordability and Access ... 60
Section 6: City Transportation Fund ... 60
Section 7: Sale of Alcoholic Beverages ... 60
Section 8: Labor Harmony ... 60
Section 9: Community Liaison and Outreach Program ... 61
Section 10: Arts ... 61
ARTICLE IX Insurance ... 63
Section 1: Insurance to be Procured by Tenant ... 63
Section 2: Compliance with Insurance Requirements ... 63
Section 3: Disposition of Insurance Proceeds ... 63
Section 4: Periodic Review of Coverage ... 64
Section 5: Waiver of Claims and Subrogation ... 65

ARTICLE X Casualty Damage, Destruction, and Restoration 65
Section 1: Casualty Damage 65
Section 2: Minor Damage or Destruction 66
Section 3: Major Damage or Destruction 66
Section 4: Repair and Reconstruction of Minor and Major Damage 66
Section 5: Termination of Lease Following Major Damage 67
ARTICLE XI Condemnation 67
Section 1: Effect of Total Condemnation 67
Section 2: Effect of Partial Condemnation 67
Section 3: Award 68
Section 4: Temporary Taking 68
ARTICLE XII Assignment, Transfer, and Subletting 68
Section 1: Assignment, Transfer, Sublease, and License 68
Section 2: Acknowledgement and Recognition of Future NHL Team Sublease; Performance and Enforcement 70
Section 3: Acknolwedgement and Recognition of Future NBA Team Sublease 72
Section 4: Acknowledgement and Recognition of Seattle Storm Sublease 73
Section 5: Pottery Northwest 73
Section 6: Agreements with Concessionaires and Ticketing Agents 73
Section 7: Short-Term Agreements for Filming or Marketing Activations 74
Section 8: Licenses for Private Events 74
ARTICLE XIII Leasehold Mortgages 74
Section 1: Right to Obtain Leasehold Mortgages 74
Section 2: Effect of a Leasehold Mortgage 74
Section 3: Foreclosure; Further Assignment 75
Section 4: Notice of Leasehold Mortgages 75
Section 5: Modifications Required by Leasehold Mortgagee 76
Section 6: Further Assurances 76
Section 7: Protection of Leasehold Mortgagees 76
Section 8: First Leasehold Mortgagee’s Right to a New Agreement. 80
Section 9: Priority of Leasehold Mortgages 82
Section 10: Liability of Leasehold Mortgagee 82
Section 11: Casualty and Condemnation Proceeds 83
Section 12: Mezzanine Lenders as Leasehold Mortgagees 83

Section 13: Non-Disturbance Agreement 83
Section 14: Estoppel Certificate 83
Section 15: Debt Service Expenses Borne by Tenant 84
Section 16: No Merger. 84
Section 17: No Fee Mortgage. 84
Section 18: Non-Relocation Agreement. 84
Section 19: Commencement of Effectiveness. 84
ARTICLE XIV Requirements of Governmental Authorities 84
Section 1: Obligation to Comply 84
Section 2: Historic Designations and Federal Historic Tax Credits 84
Section 3: Controls and Incentives Agreement 86
Section 4: Public Records 86
Section 5: Nondiscrimination 86
ARTICLE XV Creation and Discharge of Liens 86
Section 1: Creation of Liens 86
Section 2: Discharge of Liens 87
ARTICLE XVI Representations and Warranties 87
Section 1: Landlord’s Representations and Warranties 87
Section 2: Tenant’s Representations and Warranties 88
ARTICLE XVII Indemnification 89
Section 1: Tenant’s Indemnification of Landlord 89
Section 2: Landlord’s Indemnification of Tenant 89
Section 3: RCW Title 51 Waiver 90
Section 4: RCW 4.24.115 90
Section 5: No Personal Liability 90
ARTICLE XVIII Hazardous Substances 90
Section 1: Landlord’s Representation. 90
Section 2: No Hazardous Substances 91
Section 3: Notice 91
Section 4: Environmental Audit 91
Section 5: Waste Disposal and Remediation of Existing Conditions 91
Section 6: Indemnity 92
Section 7: Survival 92

ARTICLE XIX Events of Default and Remedies 92

Section 1: Events of Default Defined 92

Section 2: Remedies for Default and Event of Default 93

Section 3: Dispute Resolution 97

ARTICLE XX Surrender at End of Term 98

Section 1: Surrender of Premises 98

Section 2: Ownership of Improvements 99

Section 3: Turnover Plan 99

ARTICLE XXI Advertising, Signage, and Naming Rights 99

Section 1: Premises and Arena Advertising Rights 99

Section 2: Premises and Arena Signage 100

Section 3: Arena Naming Rights 100

ARTICLE XXII Memorandum of Lease 100

ARTICLE XXIII Other Provisions 100

Section 1: Governing Law 100

Section 2: Entire Agreement; Relationship to Development Agreement and Seattle Center Integration Agreement 100

Section 3: Amendments 101

Section 4: Notices 101

Section 5: Estoppel Certificates 102

Section 6: No Third-Party Beneficiaries 103

Section 7: Counterparts 103

Section 8: Time is of the Essence 103

Section 9: Non-Sovereign Capacity of City Only 103

Exhibits

Exhibit A-1: Depiction of Premises

Exhibit A-2: Legal Description of Premises

Exhibit A-3 Northwest Rooms Courtyard Access Locations

Exhibit A-4 Reserved Rights Areas

Exhibit B: Existing Encumbrances on Title to Fee Estate

Exhibit C: Form of Non-Disturbance Agreement

Exhibit D: Form of Estoppel Certificate

Exhibit E: Form of Memorandum of Lease

Exhibit F: Environmental Reports

Exhibit G: Insurance Requirements

Exhibit H: Form of Operating Term and Rent Commencement Date Acknowledgment Letter

Exhibit I: Salvage FF&E

Exhibit J: Initial Seattle Center Rules

Exhibit K: Form of Seattle Storm Lease Assignment

Exhibit L: Form of Pottery Northwest Lease Assignment

Exhibit M: Rent Adjustment Threshold Substitution for Mercer Street Parking Garage Replacement

Exhibit N: Initial Sign Plan

LEASE AGREEMENT
(ARENA AT SEATTLE CENTER)

This LEASE AGREEMENT (ARENA AT SEATTLE CENTER) (this "Agreement"), dated this [●] day of [●], 2018 ("Effective Date"), is entered into by and between THE CITY OF SEATTLE, a Washington municipal corporation ("Landlord" or "City"), and SEATTLE ARENA COMPANY, LLC, a Delaware limited liability company ("Tenant"). Landlord 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 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. The City's objectives for the redevelopment of the Arena (as such term is defined herein) include each of the following (collectively, the "Arena Objectives"):

A. To provide a world-class civic arena to attract and present music, entertainment, and sports events, potentially including National Basketball Association ("NBA") and National Hockey League ("NHL") events, to Seattle and the region;

B. To provide for Arena design and operations in a manner that integrates with and enhances connections to Uptown and adjoining neighborhoods and aligns with the Urban Design Framework;

C. To provide for design, permitting, development, demolition and construction of the Arena with minimal City financial participation;

D. To provide for the continuous, successful, and sustainable operation of the Arena as a world-class civic venue with minimal City financial participation;

E. To provide for mitigation of transportation impacts due to Arena construction and operations;

F. To provide Arena construction and operations in a manner that is equitable for workers and consistent with the City's Race and Social Justice Initiative; and

G. To provide for Arena design and operational integration with Seattle Center, contributing positively to the vibrancy of Seattle Center; and

WHEREAS, on February 23, 2017, the City formed an advisory body known as the Arena Community Advisory Panel (the "Advisory Panel") to provide counsel to the City to consider proposals responding to the RFP, comprised of ten (10) Advisory Panel members chosen based on their various expertise, including, but not limited to, music, sports, transportation, neighborhood interests, and design; 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, between April 12, 2017 and June 2, 2017, each of (1) the Advisory Panel, (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") carefully evaluated the various proposals in response to the RFP to determine, amongst other things, how the proposals met the Arena Objectives; and

WHEREAS, on June 2, 2017, the Advisory Panel submitted its Final Summary Report and Observations to the Mayor of the City and the Executive Review Team regarding the RFP proposals; and

WHEREAS, on June 7, 2017, based upon the input of the Advisory Panel, the Executive Review Team, and the City Staff Review Team, the City selected the OVG Response as the preferred proposal for the renovation of the Arena; and

WHEREAS, between June 7, 2017 and December 4, 2017, OVG and the City negotiated the terms of that certain Memorandum of Understanding (Arena at Seattle Center) (the "MOU"), regarding, amongst other terms, the Parties' commitment to negotiate this Agreement in good faith consistent with the terms, conditions, and limitations set forth in the MOU; and

WHEREAS, on August 14, 2017, the Seattle City Council adopted Resolution 31764, which set forth the City Council's expectations for the negotiation of, and approval process for, the MOU; and

WHEREAS, on December 4, 2017, the Seattle City Council adopted Ordinance 125480 approving the MOU; and

WHEREAS, on December 6, 2017, the Mayor, on behalf of the City, and OVG executed and delivered the MOU; and

WHEREAS, on [●], 2018, Landlord and Tenant received the notice of adequacy of EIS (defined below); and

WHEREAS, on [●], 2018, the Seattle City Council adopted Ordinance [●] authorizing the Mayor to enter into this Agreement for and on behalf of the City; and

WHEREAS, between December 4, 2017 and the Effective Date of this Agreement, (a) all conditions precedent to Landlord and Tenant entering into this Agreement (as set forth in Sections 21 and 22 of the MOU) were fully and irrevocably satisfied, subject to those provisions thereof that have been expressly restated in this Agreement, the Development Agreement and the Seattle

Center Integration Agreement[1], and (b) all reimbursements of Development Costs by OVG to Landlord were paid in full (as set forth in Section 4 of the MOU)[2]; and

WHEREAS, concurrently with the execution of this Agreement, Landlord and Tenant have executed a Development Agreement relating to construction of the Initial Tenant Improvements (as may be amended from time to time in accordance with its terms, the "Development Agreement"), and that certain Seattle Center Integration Agreement relating to certain operational matters (as may be amended from time to time in accordance with its terms, the "Seattle Center Integration Agreement");

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

AGREEMENT

ARTICLE I
Definitions

As used in this Agreement, the following terms will be defined as follows:

"Access Agreement" is defined in Article II, Section 2.

"Act" is defined in Article XIV, Section 4.

"Admission Tax" means the admission tax imposed pursuant to SMC Chapter 5.40 or any successor provision.

"Affiliate" means, with respect to a specified entity, any other individual or entity that directly or indirectly, through one or more intermediaries Controls, is Controlled by or is under common Control with the specified entity. For purposes of this definition, the terms "Controls," "Controlled by" or "under common Control" mean the direct or indirect power to direct or cause the direction of the management and policies of an individual or entity.

"Affordable Housing Payment" is defined in Article VIII, Section 3(f).

"Agreement" is defined in the Preamble to this Agreement.

"Alteration" means any alteration, modification, replacement, addition, or removal of an Improvement.

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[1] Drafting note – revise as needed at the time of lease execution depending on then-current status.

[2] Drafting note – revise as needed at the time of lease execution depending on then-current status, as there may still be Development Costs invoices coming in.

"Ancillary Agreements" means the Development Agreement and the Seattle Center Integration Agreement, as well as the documentation of the security interests and/or letters of credit to be provided pursuant to the Development Agreement.

"Annual Art Investment" is defined in Article VIII, Section 10(a)(i).

"Annual CapEx Report" is defined in Article VII, Section 3(d).

"Annual Transportation Payment" means the amount of One Million Twenty-Five Thousand Six Hundred Forty-One Dollars and Two Cents ($1,025,641.02) per year, which amount represents the sum of Forty Million Dollars ($40,000,000) amortized and payable over the first thirty-nine (39) years of the Initial Term.

"Arena" means the arena located on the Premises, as expanded, altered and improved according to the terms of this Agreement and the Development Agreement, including the underground parking garage, loading dock, and (unless the context clearly indicates otherwise) the adjacent exterior plaza areas so designated on Exhibit A-1.

"Arena Objectives" is defined in the Recitals to this Agreement.

"ARTS" is defined in Article VIII, Section 10(a)(ii).

"Bankruptcy Proceeding" means (A) if Tenant (i) makes an assignment for the benefit of creditors or admits, in writing or in any legal proceeding, its insolvency or inability to pay its debts as they become due, (ii) files a voluntary petition in bankruptcy, (iii) is adjudged bankrupt or insolvent, or has entered against it an order for relief, in any bankruptcy or insolvency proceedings, (iv) files a petition or answer seeking for itself any reorganization, arrangement, composition, readjustment, liquidation or similar relief under any statute, law or regulation, or acquiesces in or joins in any involuntary petition filed against it, (v) files an answer or other pleading admitting or failing to contest the material allegations of a petition filed against it in any proceeding of this nature, or (vi) seeks, consents to or acquiesces in the appointment of a trustee, receiver or liquidator of Tenant or of all or any substantial part of its assets, or (B) if ninety (90) days after the commencement of any proceeding against Tenant seeking reorganization, arrangement, composition, readjustment, liquidation or similar relief under any statute, law or regulation, if the proceeding has not been dismissed, or if within ninety (90) days after the appointment without Tenant's consent or acquiescence of a trustee, receiver or liquidator of Tenant or of all or any substantial part of its assets, the appointment is not vacated or stayed, or within ninety (90) days after the expiration of any such stay, the appointment is not vacated.

"Baseline Historic Average" means $2,810,662, which the Parties agree is the amount equal to the four (4)-year trailing historical annual average amount of the facility revenues that Landlord has received from the operation of the Arena and related business operations as set forth below for the complete calendar years 2014, 2015, 2016, and 2017, calculated based on the following existing revenue streams: (A) Landlord's net revenues from the operation of the Arena, excluding tax revenues attributable to Arena operations with respect to the applicable taxes in the Baseline Tax Guaranty Payment; (B) Landlord's net parking revenues from the operation of the

First Avenue North parking garage; and (C) Landlord's net revenues from sales of Seattle Center Sponsorship Rights (without duplication of any amounts already included in clauses (A) and (B) above). For each of calendar years 2014, 2015 and 2016, the amount for such calendar year has been escalated by the Escalator for an applicable escalation period that is the number of calendar years from December 31 of such year until December 31 of calendar year 2017.

"Baseline Rent Payment" means an annual payment that is calculated as follows: (i) for the period between the Rent Commencement Date and December 31 of the year in which the Rent Commencement Date occurs, an amount equal to the Baseline Historic Average, adjusted by the Escalator for the period from December 31, 2017 until January 1 of the calendar year in which the Rent Commencement Date occurs (such adjustment to be made on a calendar year basis for yearly changes in such period), with such adjusted annual amount then being prorated from the Rent Commencement Date through December 31 of such year; and (ii) for each succeeding calendar year during the Term, the Baseline Rent Payment shall be the amount payable in the preceding calendar year (with the full (and not prorated) annual amount being deemed the amount payable in the first calendar year), as adjusted by the Escalator provided, with respect to each of the first ten (10) full calendar years after the initial calendar year in which a Baseline Rent Payment is due, such amount shall then be reduced by Three Hundred Fifty Thousand Dollars ($350,000).

"Baseline Tax Guaranty Payment" means the annual tax receipt shortfall payments, if any, calculated on a tax by tax basis for each of the taxes described in the definition of "Baseline Tax Threshold;" calculated for each tax as the positive difference (if any) between the Baseline Tax Threshold for such tax *less* the applicable tax revenues received by Landlord during a calendar year of this Agreement for such tax. Baseline Tax Guaranty Payments shall be made on a calendar year basis with respect to the prior calendar year's tax revenues received by Landlord and corresponding Baseline Tax Thresholds; provided that as applicable to the partial calendar year that commences on the Operating Term Commencement Date, (A) the tax revenues received shall be measured from and after the Operating Term Commencement Date, and (B) the corresponding Baseline Tax Thresholds shall be prorated for the number of days from the Operating Term Commencement Date through December 31 of such year to determine the Baseline Tax Guaranty Payment with respect to such partial calendar year. If City tax receipts for a tax for a calendar year are less than the Baseline Tax Threshold for such tax for such calendar year, a shortfall payment is due to Landlord by Tenant. The total amount of all tax shortfall payments as calculated above, if any, is the Baseline Tax Guaranty Payment for a calendar year of this Agreement. For clarity, tax revenue receipts in excess of the Baseline Tax Threshold for any tax for a calendar year of this Agreement are not netted against any tax shortfall payments, but instead are part of the computation of the Rent Adjustment for such year.

"Baseline Tax Threshold" means the following baseline calendar year tax revenue amounts (which amounts are subject to further escalation as provided below): (A) $ 55,648 is the City's portion of Sales Tax revenue attributable to Arena operations; (B) $105,595 is the Business and Occupation Tax revenue received by the City attributable to Arena operations; (C) $1,300,907 is the Admission Tax revenues attributable to Arena operations; (D) $17,439 is the City's portion of Leasehold Excise Tax revenue attributable to the Arena; and (E) $762,830 is the Commercial Parking Tax and City's portion of Sales Tax revenues attributable to the First Avenue North parking garage, the Fifth Avenue North parking garage, and the Mercer Street parking garage. The

Parties agree that the foregoing amounts represent the tax revenues the City received in a calendar year from the operation of the Arena and related business operations (regardless of whether a City or State of Washington assessed tax) as measured, for each tax, using a four (4)-year trailing historical annual average using the complete calendar years 2014, 2015, 2016, and 2017. For each of calendar years 2014, 2015 and 2016, the amount for such calendar year has been escalated by the Escalator for an applicable escalation period that is the number of calendar years from December 31 of such year until December 31 of calendar year 2017. For the calendar year in which the Operating Term Commencement Date occurs, such Baseline Tax Threshold shall be adjusted by the Escalator for the period from December 31, 2017 until January 1 of the calendar year in which the Operating Term Commencement Date occurs (such adjustment to be made on a calendar year basis for yearly changes in such period), with such adjusted annual amount then prorated for purposes of the Baseline Tax Guaranty Payment (as provided in the definition thereof) from the Operating Term Commencement Date through December 31 of such year. For each succeeding calendar year during the Term, the Baseline Tax Threshold amount shall be the amount determined for the preceding calendar year (with the full (and not prorated) annual amount being deemed the amount determined for the first partial calendar year), as adjusted by the Escalator. Certain of the taxes above (specifically the Sales Tax and Leasehold Excise Tax) are subject to apportionment between the State of Washington, the City, and other municipalities, and the tax revenue receipts for the City for purposes of this definition are the City's allocable portion of such tax receipts.

"Benchmark Arenas" means, collectively, (i) United Center (Chicago), (ii) Pepsi Center (Denver), and (iii) TD Garden (Boston); provided, however, that in the event that any of the Benchmark Arenas shall be closed or shall permanently cease to host NBA and NHL home games or shall, as generally recognized in the industry, cease to be maintained and operated to the standards generally recognized in the industry as first class multi-purpose sports and entertainment arenas, such arena shall cease to be a Benchmark Arena and the Parties shall agree in good faith upon a replacement Benchmark Arena that is a first class multi-purpose sports and entertainment arena that meets at the time of such replacement the Operating Standard.

"Business and Occupation Tax" means business license taxes imposed pursuant to SMC Chapter 5.45 or any successor provision.

"CapEx Reserve Account" is defined in Article VII, Section 3(e).

"CapEx Year" means a calendar year during the Operating Term, and if the Operating Term Commencement Date is not January 1, the first CapEx Year shall be the first full calendar year commencing after the Operating Term Commencement Date.

"Capital Expenditures" means the purchase, installation, improvement, repair, or replacement of items or systems constituting Alterations or Tenant Improvements with a life expectancy of at least three (3) years, at a cost of Five Thousand Dollars ($5,000) per item or system, including labor costs, and that are necessary or appropriate to maintain the Improvements throughout the Term of this Agreement in the condition required by Article VI or which may be required by Legal Requirements, including but not limited to, all capital improvements necessary to maintain the structural integrity of the Arena.

"Charitable Funding Commitment" is defined in Article VIII, Section 2.

"City" is defined in the Preamble to this Agreement.

"City Advance" is defined in Article III, Section 6(d)(v).

"City Transportation Fund" is defined in Article VIII, Section 6.

"Code" means the Internal Revenue Code of 1986, as amended.

"Commercial Parking Tax" means commercial parking taxes imposed pursuant to SMC Chapter 5.35 or any successor provision.

"Community Event" is defined in Article VIII, Section 4.

"Community Event Designees" is defined in Article VIII, Section 4.

"Community Fund" is defined in Article VIII, Section 2.

"Community Liaison" is defined in Article VIII, Section 3(a).

"Control of the Arena" is defined in Article XIII, Section 7(i).

"Controlling Person" means, with respect to Tenant, any individual or entity that directly or indirectly controls Tenant. As used in this definition, the term "control" means the possession, directly or indirectly, of the power either to (i) vote fifty percent (50%) or more of the securities or interests having ordinary voting power for the election of directors (or other comparable controlling body) of Tenant, or (ii) direct or cause the direction of management or policies of Tenant, whether through the ownership of voting securities or interests, by contract or otherwise, excluding in each case, any lender of Tenant or any Affiliate of such lender.

"CPI" means the United States Department of Labor, Bureau of Labor Statistics Consumer Price Index for all Urban Consumers (Seattle-Tacoma-Bremerton Local Area). If publication of CPI is discontinued or is published less often than bi-monthly, or if the basis of calculating CPI is materially changed, Landlord, with the reasonable approval of Tenant, shall substitute for CPI comparable statistics for the Seattle-Tacoma-Bremerton local area, as computed by an agency of the United States government or, if none is available, by a substantial and responsible periodical or publication of recognized authority most closely approximating the result which would have been achieved by utilizing CPI.

"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%).

"Development Agreement" is defined in the Recitals to this Agreement.

"Effective Date" is defined in the Preamble to this Agreement.

"EIS" means that certain Final Environmental Impact Statement (Seattle Center Arena Renovation Project) prepared by Environmental Science Associates and dated August 2018.

"Enforcement Action" means, with respect to any Leasehold Mortgage and Leasehold Mortgagee, the occurrence of any of the following events: (A) any judicial or nonjudicial foreclosure proceeding, the exercise of any power of sale, the taking of a deed or assignment in lieu of foreclosure, the obtaining of a receiver, or the taking of any other enforcement action against the Leasehold Estate or any portion thereof, including the taking of possession or control of the Leasehold Estate or any portion thereof, (B) any acceleration of, or demand or action taken in order to collect, all or any indebtedness secured by all or any portion of the Leasehold Estate (other than giving of notices of default and statements of overdue amounts), (C) any exercise of any right or remedy available to Leasehold Mortgagee under the Leasehold Loan Documents, at law, in equity, or otherwise with respect to any portion of the Leasehold Estate, other than the giving of notices of default and statements of overdue amounts, or (D) any active negotiation (including the exchange of written correspondence regarding the same and the scheduling and subsequent attending of negotiations, whether in person or via telephone) between Tenant and Leasehold Mortgagee with respect to a workout following any default by Tenant under the terms and conditions of the Leasehold Loan Documents; provided, however, that so long as Leasehold Mortgagee continues to diligently prosecute to completion Mortgagee's Cure, any Enforcement Action shall be deemed to continue until the earlier of completion of Mortgagee's Cure or 60 days following final non-appealable judgment of a court of competent jurisdiction or cessation of any of the events or activities identified in clauses (A) through (D) above.

"Environmental Complaint" shall mean any written complaint by any governmental authority or any claim by a third party setting forth a cause of action for property damage, natural resource damage, contribution or indemnity for response costs, civil or administrative penalties, criminal fines or penalties, or declaratory or equitable relief arising under any Environmental Law or any order, notice of violation, citation, subpoena, request for information or other written notice or demand of any type issued by any governmental authority pursuant to any Environmental Law.

"Environmental Event" shall mean the occurrence of any of the following: (a) any noncompliance with an Environmental Law; (b) any event on, at or from the Premises or related to the operation of the Premises which requires reporting to applicable governmental authorities under any Environmental Law; (c) the existence or discovery of any spill, discharge, leakage, pumpage, drainage, pourage, interment, emission, emptying, injecting, escaping, dumping, disposing, migration or other release of any kind of Hazardous Substance on, at or from the Premises which exceeds required reportable thresholds or may cause a material threat or actual material injury to human health, the environment, plant or animal life; or (d) any Environmental Complaint.

"Environmental Law" means all applicable laws as amended, replaced or re-codified from time to time, including any consent decrees, settlement agreements, judgments or orders, issued by or entered into with a governmental authority pertaining or relating to: (a) pollution or pollution control; (b) protection of human health or the environment; (c) the presence, use, management,

generation, processing, treatment, recycling, transport, storage, collection, disposal or release or threat of release of any Hazardous Materials; or (d) the protection of endangered or threatened species, including, without limitation, 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.

"Environmental Reports" means written final reports prepared by a third-party professional environmental firm and dated on or after July 18, 1986.

"Escalator" shall be the lesser of (x) three percent (3%), or (y) the positive (but not any negative) percentage change in CPI for the applicable escalation period. The applicable escalation period shall be the preceding calendar year, or as expressly provided in the definitions of "Baseline Rent Payment" and "Baseline Tax Threshold" and Article III, Section 6(b), the number of calendar years as therein determined for the applicable escalation calculation (such adjustment to be made on a calendar year basis for yearly changes in such period).

"Event of Default" is defined in Article XIX, Section 1.

"Existing Encumbrances" means those matters set forth on Exhibit B attached hereto and incorporated herein by reference.

"Existing Storm Agreement" is defined in Article XII, Section 4.

"Existing Storm Lease" is defined in Article XII, Section 4.

"Extension Term" is defined in Article II, Section 6.

"Extension Option" is defined in Article II, Section 6.

"Federal Historic Tax Credits" is defined in Article XIV, Section 2.

"Fee Estate" is defined in Article XIII, Section 1.

"Fifth Avenue North Lease" is defined in Article II, Section 12(a).

"Fifth Avenue North Lease Expiration Date" is defined in Article II, Section 12(a).

"Final Design" is defined in Article II, Section 3(f).

"First Extraordinary CapEx Investment" is defined in Article VII, Section 3(b)(ii).

"First Leasehold Mortgagee" is defined in Article XIII, Section 9.

"Force Majeure" means, whenever any time period or deadline is set forth in this Agreement, 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 Landlord 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 Premises not caused by, or outside the reasonable control of, the Party claiming an extension; previously unknown (by the Party claiming the extension) environmental conditions discovered on or affecting the Premises or any portion thereof, in each case including any delay caused or resulting from the investigation or remediation of such conditions; existing unknown (by the Party claiming the extension) 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 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 prevent the action that is being delayed, brought by a third party that challenges any of the Permits and Approvals or other approval, action or consent required to implement the Tenant Improvements; provided, however, that the foregoing events shall only be considered Force Majeure if the Party claiming Force Majeure delay gives prompt notice thereof to the other Party, and only 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.

"Foreclosure Event" means an Enforcement Action in the category that is described in clause (A) of the definition of "Enforcement Action."

"Future FF&E" means all furniture, fixtures and equipment that might be located on the Premises at a future point in time.

"Garages" is defined in the definition of "Parking Operating Expenses."

"Giving Council" is defined in Article VIII, Section 2.

"Grant Manager" is defined in Article VIII, Section 2.

"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.

"Improvements" means any improvements, additions and Alterations constructed on or provided or added to the Premises from time to time, including the Arena and other improvements existing on the Premises on the Initial Commencement Date, the Initial Tenant Improvements and any other subsequent Tenant Improvements, and all rights, interests, privileges, and appurtenances thereto.

"Indemnitor" is defined in Article XVII, Section 4.

"Indemnitee" is defined in Article XVII, Section 4.

"Initial Commencement Date" means October 15, 2018.

"Initial FF&E" means all furniture, fixtures and equipment located on the Premises on the Initial Commencement Date other than the Salvage FF&E.

"Initial Sign Plan" is defined in Article XXI, Section 2.

"Initial Tenant Improvements" means the initial Alterations to the Arena and the First Avenue North parking garage, together with the subterranean tunnel to be constructed beneath Thomas Street, all as more completely described in the plans approved by Landlord and constructed by Tenant under the terms and conditions of the Development Agreement.

"Initial Term" is defined at Article II, Section 5.

"Insurance Standard" means such insurance policies, coverage amounts, types of coverage, endorsements or deductibles, as applicable, that a Reasonable and Prudent Operator would reasonably be expected to obtain, keep, and maintain, or require to be obtained, kept, and maintained with respect to the Premises and the ownership, operation, and use thereof.

"Insurance Trustee" is defined at Article IX, Section 3.

"IRC Deemed Completion Date" is defined at Article II, Section 5.

"IRIS" means IRIS Holdings, LLC, a Washington limited liability company.

"Labor Harmony Agreement" is defined at Article VIII, Section 8.

"Landlord" is defined in the Preamble to this Agreement.

"Landlord Party" or "Landlord Parties" means individually or collectively, Landlord or any of Landlord's elected officials, advisory bodies, directors, employees, contractors, agents or representatives, but not any of the Tenant Parties.

"Lease Impairment" means any (A) cancellation, material amendment, material modification, rejection, surrender (whether voluntary or otherwise), or termination of this Agreement (other than a termination or eviction by Landlord pursuant to Landlord's rights as provided in and expressly limited by this Agreement, including upon a casualty or condemnation affecting the Arena or the Premises), (B) consent, or affirmative acquiescence, by Tenant to a sale of any property, or interest in any property, under 11 U.S.C. § 363 or otherwise in any Bankruptcy Proceeding by Landlord, (C) exercise of any right of Tenant to treat this Agreement as terminated under 11 U.S.C. § 365(h)(1)(A)(i) or any comparable provision of law, or (D) subordination of this Agreement or the Leasehold Estate to any other estate or interest in the Arena or the Premises, subject to Permitted Encumbrances.

"Leasehold Estate" is defined at Article XIII, Section 1.

"Leasehold Excise Tax" means leasehold excise taxes imposed by the State of Washington on the lease of public property under RCW Chapter 82.29A_or any successor provision. Leasehold Excise Tax is allocated between the State of Washington, King County and the City, with the City's portion set forth in SMC Chapter 5.56 or any successor provision.

"Leasehold Loan Documents" means any and all loan documents evidencing the debt secured by the Leasehold Estate.

"Leasehold Mortgage" is defined at Article XIII, Section 1.

"Leasehold Mortgagee" is defined at Article XIII, Section 1.

"Legal Requirements" means all applicable laws, ordinances, regulations and other applicable legal requirements, including requirements of applicable Permits and Approvals.

"Lien" is defined at Article XV, Section 1.

"Major Damage" is defined at Article X, Section 3.

"Major League Team" means member franchise teams of the NHL and NBA, and not any other types of teams associated with the NBA or NHL (such as, for example, WNBA teams), and not minor league, developmental, or other teams (for example, an NBA G-League team).

"MAP" means the North Downtown Mobility Action Plan.

"Material Alterations" means those Alterations and Tenant Improvements, other than the Initial Tenant Improvements and routine maintenance, repair, and like-kind replacement, that would (i) affect the structural portions of any of the Improvements, (ii) materially modify the exterior appearance of any of the Improvements, or (iii) materially adversely affect the functionality of the Arena for its Permitted Uses, and in the case of (i) through (iii) either cost more than $500,000 (as adjusted by the CPI from the Effective Date) to complete or for which a Certificate of Approval under the Landmarks Controls and Incentives Agreement is required; (iv) require the Arena or any other material Improvement to cease operating for more than ten (10)

days, or (v) create a new building or other new exterior Tenant Improvement on any portion of the Premises.

"Mediation Period" is defined in Article XIX, Section 3(b).

"Memorandum of Lease" is defined in Article XXII.

"Mezzanine Financing" means a financing transaction which is secured by, *inter alia*, a pledge or collateral assignment of any or all of the limited liability company or limited partnership interests or the corporate stock of Tenant (or any entity holding a direct or indirect interest in Tenant), as applicable, either together with or in lieu of a Leasehold Mortgage (provided that if the same lender holds both a Leasehold Mortgage and such a pledge or collateral assignment, such lender shall be a Leasehold Mortgagee, and such financing transaction shall be a Leasehold Mortgage, hereunder).

"Mezzanine Lender" is defined in Article XIII, Section 12.

"Minor Damage" is defined at Article X, Section 2.

"Mortgagee's Cure" is defined at Article XIII, Section 7(e).

"Mortgagee's Cure Rights" is defined at Article XIII, Section 7(e).

"MOU" is defined in the Recitals to this Agreement.

"NBA" means the National Basketball Association.

"Net Parking Receipts" means, for an applicable Garage, the net positive difference between Parking Receipts and Parking Operating Expenses during a specified period of time. If the difference is negative, Net Parking Receipts would be zero.

"Net Sponsorship Revenue" means the net positive difference between Sponsorship Receipts and Sponsorship Operating Expenses during a specified period of time. In the event such difference is negative, Net Sponsorship Revenue would be zero.

"New Agreement" is defined at Article XIII, Section 8(b).

"New Agreement Delivery Date" is defined at Article XIII, Section 8(b).

"New Encumbrances" means rights of possession, Liens, encumbrances, covenants, assessments, easements, leases, licenses, or other use agreements other than the Existing Encumbrances that (x) are subordinate to this Agreement, or (y) are made or suffered by Tenant or parties claiming by, through or under Tenant (including a Leasehold Mortgage as permitted hereunder), or (z) are within the scope of Landlord's Reserved Rights.

"New Operator" is defined at Article XIII, Section 3.

"NHL" means the National Hockey League.

"NHL Entities" means, collectively, the following entities and each of their respective subsidiaries and other past, present or future Affiliates: the NHL, the NHLE Partnerships, the NHLE GPs, ICE, NHL Enterprises B.V., NHL Interactive CyberEnterprises, LLC, NHL Network US, L.P., NHL Network US, Inc., NHL WCH 16, LP, NHL WCH 16, Inc., NHL WCH 16 US, LP, NHL WCH 16 US GP, LLC, NHL WCH 16 Canada Holdco, Inc., NHL WCH 16 US Holdco, LLC and any other entity that may be formed by the NHL member clubs generally after the date hereof.

"NHL Rules" means, collectively: (i) the NHL Constitution, (ii) the NHL By-laws, (iii) the governing documents of each of the NHL Entities, (iv) all other existing or future rules, regulations, interpretations, memoranda, procedures, directives, policies, guidelines, positions, and resolutions of, including, without limitation, positions taken with, and covenants, representations and warranties made to, any governmental authority by, each of the NHL Entities, the Board of Governors and the Commissioner of the NHL, (v) the current and future Collective Bargaining Agreements between the NHL and the National Hockey League Players' Association and between the NHL and the National Hockey League Officials' Association, and all other agreements, consent agreements, decrees, cooperation agreements and settlement agreements presently or hereafter in effect or entered into between or among any NHL Entity or Entities, on the one hand, and the NHL member clubs generally, on the other hand, or any NHL Entity or Entities and/or the NHL member clubs generally, on the one hand, and other Persons, on the other hand, in furtherance of the NHL's (or any other NHL Entity's) business or interests or as otherwise authorized, directly or indirectly, by the NHL Board of Governors, the NHL Commissioner, the applicable NHL Entity, the NHL Constitution or the NHL By-laws, (vi) the Expansion Agreement and (vii) the NHL Commissioner's interpretation of, opinions concerning, and the custom and practice under, any of the foregoing, in each case as they may be amended, modified or otherwise changed from time to time.

"Northwest Rooms Courtyard" means that portion of the Seattle Center campus located north of the Arena, as depicted on Exhibit A-4.

"Operating Costs" means all expenses or obligations of whatever kind or nature for the management, operation, or maintenance of the Premises, including, but not limited to, all of Tenant's expenses (to the extent not duplicative of other expenses enumerated herein), all reasonable costs of Landlord related to the Seattle Center Representative; all payments to be made by Tenant or its Affiliates under the terms of this Agreement, including but not limited to: impositions; expenses related to parking areas (if applicable); box office expenses; all expenses incurred to obtain revenues from the Premises; salaries, wages and benefits of personnel working at the Premises including personnel employed by Tenant or through its Affiliates or service contractors; human resource support services and training and development expenses; contract labor expenses; maintenance and repairs; utilities; deposits for utilities; telephone expenses; expenses incurred under use or license agreements with licensees or other users of the Premises; telescreen, video and/or scoreboard operation expenses, dues, memberships and subscriptions; security expenses; police, fire, emergency services and other public safety expenses related to the Premises; other event-handling activities at the Premises; all expenses payable by Tenant under

any license agreements with NBA, WNBA or NHL teams or other tenants; audit fees; legal fees; other professional fees; fees payable to concessionaires or other subcontractors; refuse removal expenses; cleaning expenses; taxes (but excluding any taxes, fees or charges Tenant may be obligated to collect and submit to a taxing or other government authority on behalf of others); building maintenance supplies; ticket commissions; insurance premiums; data processing expenses; advertising expenses relating to Arena or other Premises advertising and sponsorships; maintenance of advertising and signage relating to all advertising, sponsorships and naming rights; marketing; public relations expenses; expenses and losses (to the extent not duplicative of other expenses enumerated herein) incurred in the production and promotion of events at the Premises; pest control; office supplies; employment fees; freight and delivery expenses; expenses for leasing of equipment; credit and debit facilities and telecheck fees and expenses; Premises-related travel, lodging and related out-of-pocket expenses for officers, employees and directors of Tenant or an Affiliate; and all damages, losses or expenses incurred by the Tenant or its Affiliates as the result of any and all claims, demands, suits, causes of action, proceedings, judgments and liabilities, including reasonable attorneys' fees incurred in litigation or otherwise, assessed, incurred or sustained by or against any of them. Operating Costs do not include any payments to third party lenders.

"Operating Standard" means an operating standard suitable for professional basketball and ice hockey arenas in the NBA and NHL to serve as the home facility for NBA and NHL teams, which is consistent with the standards of quality and performance that exist at the pertinent time for the Benchmark Arenas, taken as a whole without the operations of any single Benchmark Arena, or any single attribute of a Benchmark Arena alone being determinative and with due consideration to any unique market conditions (such as climate, surrounding landscape, local laws and regulations, ability to attract certain events to particular markets, and serving as the home venue for other than a Major League Team).

"Operating Term Commencement Date" means the date of the first ticketed event held at the Arena that includes attendees who are not employees, directors, contractors or otherwise direct un-ticketed invitees of OVG, Tenant, or the City.

"OVG" is defined in the Recitals to this Agreement.

"OVG Party" is defined in Article V, Section 1.

"Parking Operating Expenses" means all expenses or obligations, as determined on a cash basis, of whatever kind or nature made or incurred by Landlord for the management, operation, and maintenance of the Fifth Avenue North parking garage and the Mercer Street parking garage (the "Garages"), salaries, wages and benefits of personnel, including the manager, working at the Garages, including personnel employed by Landlord or through its affiliates or service contractors; human resource support services and training and development expenses; contract labor expenses; maintenance and repairs; utilities; deposits for utilities; telephone expenses; expenses incurred under use agreements with other tenants or users of the Garages; dues, memberships and subscriptions; security expenses; traffic management expenses; audit fees; legal fees; other professional fees; fees payable to concessionaires or other subcontractors; refuse removal expenses; cleaning expenses; taxes (but excluding taxes Landlord may be obligated to collect and

submit to a taxing or other government authority on behalf of others); building maintenance and operating supplies; insurance premiums; data processing expenses; advertising expenses relating to parking services; signage; pest control; office supplies; employment fees; freight and delivery expenses; expenses for leasing of equipment; credit and debit facilities and telecheck and credit card fees and expenses; contractually required revenue share payments remitted to others, but excluding the parking revenue of the Garages, annual Rent Adjustment made to Tenant, and all damages, losses or expenses incurred by Landlord and paid by Landlord as the result of any and all claims, demands, suits, causes of action, proceedings, judgments and liabilities, including reasonable attorneys' fees incurred in litigation or otherwise, assessed, incurred or sustained by or against any of them (to the extent not covered by insurance proceeds actually received) at or for the Garages. Parking Operating Expenses do not include any payments to third party lenders or personnel costs associated with Seattle Center's executive management staff.

"Parking Receipts" means all parking revenues received by Landlord on account of any parking use of the Garages, including all amounts paid by direct customers at the Garages, and all amounts paid by Tenant (if any) for use of the Garages pursuant to the Seattle Center Integration Agreement, but not including any Commercial Parking Tax, Sales Tax or other tax receipts; provided, that if Tenant charges a stated amount for a Tenant-provided parking pass that exceeds the generally applicable rate for the day and time used, then such excess shall also constitute "Parking Receipts"; provided further that (a) the foregoing shall not apply to a parking pass that is bundled, without a separately specified parking charge, with an Arena ticket, and (b) if Tenant charges a stated amount for a Tenant-provided parking pass that is less than the generally applicable rate for the day and time used, then that shortfall shall not constitute a negative Parking Receipt nor shall it reduce the amount payable by Tenant to Landlord on account of such parking pass. Parking Receipts do not include any amount imputed on account of Landlord's obligation to provide the Bill & Melinda Gates Foundation free use of parking spaces (pursuant to that certain Ground Lease dated July 16, 2008, by and between IRIS and The City of Seattle) or the parking revenue share paid to MoPop pursuant to that certain Ground Lease dated June 1, 1997, by and between MoPop (f/k/a Experience Music Project) and The City of Seattle).

"Partial Condemnation" and "Partial Taking" mean any condemnation of the Premises other than a Total Condemnation or Total Taking, each as defined below.

"Party(ies)" is defined in the Preamble to this Agreement.

"Permits and Approvals" means all permits and approvals required to comply with Legal Requirements for Tenant to construct the Initial Tenant Improvements, to construct any Alterations or additional Tenant Improvements, and to maintain and operate the Premises and Improvements.

"Permitted Encumbrances" means, collectively, the Existing Encumbrances, the New Encumbrances, and all rights of Landlord and its designees to use the Premises pursuant to the Seattle Center Integration Agreement.

"Permitted Uses" is defined in Article II, Section 9.

"Person" means an individual, a corporation, an association, a partnership, a limited liability company, a joint venture, an organization, a trust, or any other business entity, or a governmental or political unit or agency.

"Personal Default" is defined in Article XIII, Section 7(g).

"Premises" is defined in Article II, Section 1.

"Prohibited Uses" is defined in Article II, Section 10.

"Proposed Alteration Plan" is defined in Section VII, Section 2(c).

"Qualified Financial Institution" means an institution that, as of the closing date of the Leasehold Mortgage, is (a) a nationally chartered bank, national association, federal association bank, savings and loan association, investment bank, state chartered bank, trust company, non-bank entity whose primary business is commercial lending, pension fund, insurance company, or other institutional lender which is duly established and regularly in the business of financing the size and type of development contemplated by this Agreement, and that has a long term credit rating of at least "BBB" or its equivalent by at least two major credit rating agencies, at least one of which is either Moody's or S&P, and an equivalent short term credit rating in the top two categories by Moody's, S&P or Fitch, and a minimum of Five Hundred Million Dollars ($500,000,000) of assets on its most recent balance statement, (b) the NBA or NHL, or (c) any other entity that Landlord approves in writing. For the avoidance of doubt, each of the following and their affiliates shall be considered a Qualified Financial Institution for the purposes of this Agreement: SunTrust Bank, UBS, JPMorgan Chase Bank, N.A., US Bank National Association, KeyBank National Association, Citizens Bank, N.A., MUFG Union Bank, Bank of America, N.A., Citibank, N.A., and City National Bank.

"Qualified Future Renovation" means a major renovation program for the Arena that would have a project budget of at least Two Hundred Fifty Million Dollars ($250,000,000).

"Qualified Transferee" means shall mean an entity which would immediately prior to such transfer (A) if a private company, have a minimum tangible net worth of at least $100,000,000, according to its most recent audited financial statements; (B) if a public company, (1) have a minimum Tangible Net Worth of at least $100,000,000, according to its most recent financial statements, or (2) have an enterprise value of at least $100,000,000, according to its most recent financial statements and public equity value based on a 60-day trailing volume-weighted average price; (C) have, or have contracted with an entity that has, at least ten (10) years' demonstrable experience in operating a live concert and performance venue of a similar type and scale as the Arena.

"Reasonable and Prudent Operator" shall mean an operator of multi-use athletic and entertainment projects similar in scope, size, and complexity to the Premises exercising that degree of skill, diligence, and prudence that would reasonably and ordinarily be expected from such an operator.

"Rent Adjustment" is defined in Article III, Section 6(a).

"Rent Adjustment Table" is defined in Article III, Section 6(a).

"Rent Adjustment Threshold" is defined in Article III, Section 6(c)(i).

"Rent Commencement Date" means the Operating Term Commencement Date, provided, however, that if the Operating Term Commencement Date has not occurred within twenty-four (24) months from the date of issuance of the first Shoring and Excavation permit for the Initial Tenant Improvements for any reason other than delays caused by the actions or inactions of Landlord (acting in its proprietary and/or regulatory capacity) or due to Force Majeure (not including any delay due to delay in Tenant's applications for Permits and Approvals), then Landlord shall provide written notice of same to Tenant, at which time the Rent Commencement Date shall be the earlier to occur of (1) the date that is six (6) months from the date of such Landlord notice or (2) the Operating Term Commencement Date.

"Repair Time" is defined in Article X, Section 2.

"Reserved Rights" means the rights reserved by Landlord pursuant to the express terms of this Agreement, including those reserved pursuant to Article II, Section 3.

"Reserved Rights Area" means those portions of Vacated Second Avenue North and the Northwest Rooms Courtyard that are located within the Premises and that are subject to Landlord's reserved rights under Article II, Section 3. The Reserved Rights Areas are depicted on Exhibit A-4.

"Review Notice" is defined in Article III, Section 6(d).

"RFP" is defined in the Recitals to this Agreement.

"Sales Tax" means the retail sales and use tax imposed by the State of Washington and local taxing authorities. The City's portion is set forth in SMC Chapter 5.60 or any successor provision.

"Salvage FF&E" means the FF&E described on the attached Exhibit I.

"Seattle Center" means the City of Seattle civic center under the jurisdiction of the Seattle Center Director, as reduced, expanded, or altered by the Seattle City Council from time-to-time. As of the Effective Date, the Seattle Center includes (i) all City-owned property and facilities within the boundaries established under SMC 17.12.010, (ii) the Seattle Monorail System, and (iii) the Garages, and the City's leasehold at the Fifth Avenue North Garage. As used in this Agreement, "Seattle Center" does not include property which is within the boundaries established under SMC 17.12.010 but which is not owned by the City.

"Seattle Center Common Areas" means any areas that are at the pertinent time (i) within the Seattle Center boundaries, and (ii) not outside the boundaries designated on Exhibit A-1, and (iii) designated by Landlord from time to time as being for the general use of tenants, licensees, concessionaires, patrons, employees, and invitees of the Seattle Center, and (iv) that are not within the Premises or areas that are under the control of any other Seattle Center tenant or licensee (as

more particularly described in the Seattle Center Integration Agreement); and subject to the foregoing may include, but not be limited to, public parking areas, landscaped areas, vacated streets, walkways, corridors, public restrooms, public stairs, ramps, elevators, and shelters.

"Seattle Center Director" means the director of the Seattle Center Department, a department of the City that oversees the Seattle Center, or the head of any successor department established by the City with such function.

"Seattle Center Integration Agreement" is defined in the Recitals to this Agreement.

"Seattle Center Representative" means the Seattle Center employee assigned to manage coordination and integration of Seattle Center operations with Tenant operations.

"Seattle Center Sponsorship Agreement" means an agreement between Tenant and a sponsor granting Seattle Center Sponsorship Rights as more particularly described in the Seattle Center Integration Agreement.

"Seattle Center Sponsorship Rights" means those certain sponsorship rights more particularly identified in the Seattle Center Integration Agreement.

"Second Extraordinary CapEx Investment" is defined in Article VII, Section 3(b)(ii).

"SMC" means the Seattle Municipal Code, as may be amended from time to time.

"South Site" means the portion of the Premises designated as such on Exhibit A-1.

"Sponsorship Receipts" means any and all receipts from the sale of Seattle Center Sponsorship Rights by Tenant pursuant to an applicable Seattle Center Sponsorship Agreement. Sponsorship Receipts do not include activation, rental or other fees paid to City for the provision of space, materials or services to implement the associated Seattle Center Sponsorship Rights, all of which are to be retained in full by City. Sponsorship Receipts include cash receipts as well as, subject to Article III, Section 6(a) below, trade, barter, and/or value in kind consideration (collectively, "Trade Value") in exchange for Seattle Center Sponsorship Rights as set forth in a Seattle Center Sponsorship Agreement.

"Sponsorship Operating Expenses" means twenty percent (20%) of cash Sponsorship Receipts. Sponsorship Operating Expenses for Trade Value, if any, shall be as determined by the Parties in accordance with Article III, Section 6(a).

"Storm Subtenant" means Force 10 Hoops, LLC, a Washington limited liability company, or its successor or assign as owner of the WNBA franchise currently known as the Seattle Storm.

"Taxes" means any assessment, license fee, license tax, business license fee, levy, charge, improvement bond, tax, water and sewer rents and charges, utilities and communications taxes and charges or similar or dissimilar imposition imposed by any authority having the power to tax, including any city, county, state or federal government, or any school, agricultural, lighting, drainage or other improvement or special assessment district thereof, or any other governmental

charge, general and special, ordinary and extraordinary, foreseen and unforeseen, which may be assessed against any legal or equitable interest of Landlord or Tenant in the Premises or on the rents payable by Tenant under this Agreement, excluding net income taxes.

"Team" is defined in Article XII, Section 2(c).

"TeamCo" means Seattle Hockey Partners LLC and its successors and assigns as owner of the Team.

"Tenant" is defined in the Preamble to this Agreement.

"Tenant Advance" is defined in Article III, Section 6(d)(ii).

"Tenant Improvements" means any Alterations and Improvements made to the Premises during the Term by or on behalf of Tenant, including the Initial Tenant Improvements.

"Tenant's Cure Period Expiration Notice" is defined in Article XIII, Section 7(c).

"Tenant Party" or "Tenant Parties" means individually or collectively, Tenant, or any of Tenant's assignees, subtenants and licensees, and their respective agents, servants, employees, representatives, contractors, licensees (including a resident NBA, WNBA or NHL team) and invitees, including any guest of Tenant or any Tenant Party.

"Term" means, collectively, the Initial Term and any Extension Terms, as applicable.

"Termination" is defined in Article XIX, Section 2(b).

"Total Condemnation" and "Total Taking" mean the taking of the entire Premises under the power of eminent domain or a taking of so much of the Premises under such power as to permanently prevent or preclude its functionality as a live event venue for concert, sports, entertainment, and other performance events.

"Trade Value" is defined in the definition of Sponsorship Receipts.

"Transfer" means any assignment of Tenant's interest in this Agreement, in whole or in any material part, or any sublease for a term in excess of 30 days of the Premises or portions thereof that include all or substantially all of the Arena, as well as any issuance or transfer of any securities or interests having ordinary voting power for the election of directors (or other comparable controlling body) of Tenant or any transfer or any equity or beneficial interest in Tenant that results in either (i) a change of the Controlling Person, if any, of Tenant or (ii) creation of a Controlling Person of Tenant, where none existed before; provided, however, that any such transaction resulting in the controlling owner of TeamCo being the Controlling Person shall not be deemed a Transfer.

"Transfer Date" is defined in Article XII, Section 1(a).

"Utility Costs" means all charges for utilities used or consumed at or by the Premises during the Term, including during both construction and operations, including, but not limited to, gas, electricity, water, sewer, storm water, garbage and recycling collection, and telecommunication services.

"Vacated Second Avenue North" means that portion of vacated Second Avenue North located between Thomas Street on the south and Parcel D on the north, as depicted on Exhibit A-3.

"VARA" means the Visual Artists Rights Act of 1990, as now existing or hereafter amended.

"Working Drawings" is defined in Article VII, Section 2(c).

"WNBA" means the Women's National Basketball Association.

"YouthCare" means YouthCare, a Washington corporation.

ARTICLE II
Demise and Use of Premises and Term of Lease

Section 1: Demise of Premises; Early Access

(a) Subject to and upon the terms and conditions set forth in this Agreement, commencing upon the Initial Commencement Date Landlord shall lease to Tenant and Tenant shall lease from Landlord the property depicted on Exhibit A-1 and legally described on Exhibit A-2 (the "Premises"), together with all Improvements (including the Arena) located thereon.

(b) 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 for limited purposes, as provided in and subject to and on the terms and conditions of Section 2.3 and Exhibit R of the Development Agreement. Articles IX, XV, XVII and XVIII of this Agreement shall apply to all such early access.

Section 2: Acceptance of Premises on "AS IS, WHERE IS" Basis

Tenant acknowledges and agrees that Tenant has been granted access to the Premises and existing Improvements pursuant to that certain KeyArena Access Agreement dated August 31, 2017 (the "Access Agreement") and the MOU that is fully sufficient for Tenant's inspection, testing, and due diligence purposes, and except for representations expressly set forth in this Agreement and the Ancillary Agreements, Tenant accepts the Premises and existing Improvements in the condition in which they exist on the Initial Commencement Date in as-is, where-is, with-all-faults condition.

Section 3: Landlord's Reserved Rights in and to the Premises

Notwithstanding anything to the contrary in this Agreement, Landlord hereby reserves and retains the rights and privileges described in this Article II, Section 3.

(a) Utility Easement Reservation

Notwithstanding anything in this Agreement to the contrary, Landlord reserves the right to grant the owner or operator of any utility lines, pipes, conduits, mains or transmission facilities non-exclusive easements over, across or below the Premises in locations reasonably acceptable to Tenant in order to install, operate, maintain, repair, replace, remove or modify such utility facilities and appurtenances related thereto that Landlord reasonably deems necessary; provided, however, that (a) Tenant shall have the right to use the areas in which such utilities facilities and appurtenances are located for any lawful purpose not inconsistent with the rights reserved by Landlord, (b) the location, route, installation, operation, maintenance, repair, replacement, removal or modification of such utility facilities and appurtenances must not materially interfere with operation and use of the Premises as a whole by Tenant pursuant to the terms of this Agreement, and (c) as reasonably necessary from time to time and with reasonable prior notice to Landlord and the easement holder, Tenant shall have the right, at Tenant's expense, to relocate any such utilities facilities and appurtenances to other locations reasonably satisfactory to Tenant, Landlord and the holder of the easement.

(b) Landlord Right to Enter

Landlord and its authorized representatives shall have the right to enter the Premises and to access any portion thereof, without charges or fees, at all reasonable times, subject to the limitations under this Subsection upon not less than twenty four (24) hours' advance notice for the purposes of (i) exhibition of the Premises to others interested in acquiring or operating the Arena and the Premises, or any part thereof, and their agents, contractors and consultants, at the end of the Term during the last thirty-six (36) months of the Term or (ii) inspection, installation, maintenance, repair and replacement of utility facilities installed consistent with Landlord's reserved rights under Subsection 3(a), or (iii) determining compliance by Tenant and the Premises with the terms and conditions of this Agreement; provided, however, that (A) such entry and Landlord's activities pursuant thereto shall be conducted subject to Tenant's then applicable security requirements, so long as those requirements are generally applicable to all parties entering into the Arena and Landlord has been given notice of such security requirements; (B) such entry and Landlord's activities pursuant thereto shall be conducted in such a manner as to minimize interference with Tenant's use and operation of the Premises then being conducted in the Premises pursuant to the terms of this Agreement and (C) nothing herein shall be intended to limit Landlord's exercise of its remedies pursuant to this Agreement in case of a Tenant Event of Default.

(c) Access During an Emergency

Notwithstanding the terms of Article II, Section 3(b), Landlord shall have the right at any time of access, for itself and its representatives, to the Premises and any portion thereof,

without charges or fees, in connection with an emergency that threatens life or property to perform any activities reasonably necessary to safeguard lives, public health, safety, or the environment, so long as Landlord uses reasonable efforts to (i) notify Tenant by telephone of any such emergency prior to entering the Premises or, if said prior notice is not reasonably practical, as soon as reasonably practical thereafter, (ii) minimize interference with Tenant's use and operation of the Premises then being conducted in the Premises pursuant to the terms of this Agreement, and (iii) limits its activities to those reasonably necessary to safeguard lives, public health, safety, and the environment.

(d) Pedestrian Access

During the Term of this Agreement, Tenant shall 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, plazas and other exterior amenities in or on the Premises to remain available for public use and enjoyment, festivals, and other uses consistent with Seattle Center's purpose and the Seattle Center Century 21 Master Plan.

(e) Access to Northwest Rooms Courtyard

During the Term of this Agreement, Landlord reserves 24/7 access rights across those portions of the Premises shown on Exhibit A-3 required for vehicular access for Seattle Center and City service vehicles and for vehicles of Northwest Rooms tenants and permitted Seattle Center licensees to the upper and lower Northwest Rooms Courtyard, including the right to grant and otherwise permit Seattle Center tenants and licensees in the Northwest Rooms, as well as licensees, vendors and other invitees of such tenants and licensees, to exercise the same access rights by license or other agreement, and the right to restrict time and durations of vehicular access thereto, and Tenant agrees not to unreasonably impair such access. Landlord recognizes the need for Tenant to ensure security to the Arena which may include providing setbacks for vehicular movements. To that end, Landlord and Tenant will develop a mutually-agreeable plan for security perimeters, siting bollards and built elements to restrict vehicular access to the Arena, and moveable bollards to provide for vehicular access. The plan will also address operating procedures for secured vehicular access to the Northwest Room Courtyards before, during, and after events. Notwithstanding anything to the contrary in this Subsection, any limitations with respect to access to the Northwest Rooms Courtyard from Republican Street or areas other than those areas of the Premises depicted on Exhibit A-3 shall remain subject to Landlord's discretion. Once agreed-upon, the security plan shall be added as an exhibit to the Seattle Center Integration Agreement.

(f) Reserved Rights Areas

Landlord reserves all rights to those portions of the Premises comprising the Reserved Rights Areas except for those rights which are expressly granted to Tenant under this Agreement and the Development Agreement. Beginning on the Initial Commencement Date and ending on the Operating Term Commencement Date, Tenant shall use and occupy

the Reserved Rights Areas solely for constructing the Initial Tenant Improvements, subject to all limitations and requirements under the Development Agreement. Beginning on the Operating Term Commencement Date and for the duration of the Term, Tenant's lease of the Reserved Rights Areas shall be limited to use and occupancy of those subterranean areas which are actually occupied by tie-backs installed as part of the Initial Tenant Improvements, as depicted on final as-built design documents delivered to Landlord as required under the Development Agreement; provided that in no event shall Tenant's use and occupancy prevent Landlord from use, maintenance, repair or replacement, using customary cost-effective means and methods, of utility lines that exist in the Reserved Rights Area as of the date hereof. Tenant agrees that its Initial Tenant Improvements in Vacated Second Avenue North will be designed and installed to permit access for maintenance, repair and replacement, using customary cost-effective means and methods, to the existing utilities in Vacated Second Avenue North. Additionally, during the Term Tenant shall have the right to use the Reserved Rights Areas for purposes of maintenance, repair and replacement of the Initial Tenant Improvements with the prior written approval of Landlord, which shall not be unreasonably withheld or delayed, but may be conditioned in the reasonable discretion of Landlord. Landlord reserves all other rights in the Reserved Rights Areas, including all rights in subterranean areas, areas at grade, and air rights. By way of example, and not limitation, so long as Landlord does not materially and adversely impact the Initial Tenant Improvements that are located in the Reserved Rights Area, Landlord's reserved rights in the Reserved Rights Area include the right to grant access rights to the general public, to grant additional exclusive or non-exclusive rights to any third party, the right to install signage or promotional materials, to license, schedule or produce events, and the right to otherwise control the Reserved Rights Areas as Common Areas.

Section 4: Other Rights Granted by Landlord to Tenant

(a) Seattle Center Common Areas and Rules

Landlord hereby grants to Tenant and the Tenant Parties, the non-exclusive right during the Term of this Agreement to use the Seattle Center Common Areas as from time to time constituted by Landlord, which use shall be in common with all other visitors and users of the Seattle Center, for pedestrian access and other common area purposes, subject to the terms of this Agreement, the Development Agreement, the Seattle Center Integration Agreement, and rules and regulations of general applicability imposed on all users thereof, including fees or charges for parking and other uses as are generally applicable, as from time to time may be promulgated by Seattle Center, a current copy of which is attached as Exhibit J.

(b) Control of Seattle Center Common Areas

All Seattle Center Common Areas, including any parking areas, are subject to Landlord's exclusive control and management during the Term, subject to limitations expressly set forth herein and in any Ancillary Agreement (including, without limitation, the Seattle

Center Integration Agreement). Accordingly, Landlord may do any and all of the following without Tenant's prior consent:

(i) increase, reduce, or change in any manner whatsoever the number, dimensions, and locations of the walks, buildings, landscaping, utility lines and poles, service areas, roads, sidewalks, parking areas or any other Seattle Center Common Area, in each case without regard to the proximity of such area to the Premises;

(ii) reasonably regulate all traffic and curb use adjacent to the Premises, including the operation and parking of vehicles by Tenant and the Tenant Parties and use of curb zones for loading and other uses;

(iii) erect, display, and remove promotional materials and permit special events on property adjacent to and nearby the Premises;

(iv) determine or change the size, number, and type and identity of concessions, stores, businesses and operations being conducted or undertaken in the vicinity of the Premises and to operate and to authorize others to engage in any and all forms and locations of business activity at the Seattle Center;

(v) impose reasonable charges for admission to the Seattle Center Common Areas, and the facilities thereon, and portions thereof, including the parking garages, and for temporary events and activities, including the Bumbershoot Festival; provided, however, that except for Landlord's Community Events no such general admission charge shall be charged or required by Landlord in connection with access to the Arena, it being the intent of the Parties that even during such times when a general admission charge for access to the Seattle Center grounds is charged, such general admission charge shall not apply to patrons or employees of the Arena whose sole purpose is access to the Arena for bona fide Arena purposes (x) that are not the pertinent Landlord Community Event, and (y) that, through mutually agreed access controls, can be made compatible with the pertinent Seattle Center Event; and

(vi) Landlord may determine the days and hours the Seattle Center and various business operations other than the Premises will be open to the general public.

(c) From and after the Operating Term Commencement Date, the Parties acknowledge that in order to provide for the orderly operation and maintenance of the Premises, including any future Tenant Improvements or required Capital Expenditures, it may be necessary, mutually desirable, or required that water, sewer, drainage, gas, power line, and other utility easements, licenses or similar rights, be granted or dedicated over or relocated within portions of the Premises or other portions of the Seattle Center Common Areas. The Seattle Center Director shall, upon reasonable request of Tenant from time to time, consider

such requests in good faith and shall make reasonable efforts to grant such requests, provided that Tenant shall bear all costs and fees payable to third-parties on account thereof and provided further that the Director shall have the right to approve the location, fees, and other applicable terms and conditions, and the form of any documents implementing the grant or relocation of such easements and dedications.

Section 5: Initial Term

The initial term of this Agreement (the "Initial Term") will commence on the Initial Commencement Date, and shall expire thirty-nine (39) years after the Operating Term Commencement Date; provided, however, that if such expiration date occurs during an NHL, NBA, or WNBA season for a resident tenant of the Arena, then unless Tenant shall have exercised an Extension Option, the Initial Term shall be automatically extended (as a holdover with consent) to the date that is five (5) Business Days after the end of the season during which such expiration date occurs, and provided further, however, that if such expiration date would result in the Initial Term being less than thirty-nine (39) years as measured from the date that the Initial Tenant Improvements are deemed to be completed for purposes of Code section 47(c)(2)(B)(vi) (the "IRC Deemed Completion Date"), then the Initial Term shall be automatically extended for the number of days necessary to have an Initial Term that is thirty-nine (39) years from the IRC Deemed Completion Date. Within thirty (30) days after the date of the Operating Term Commencement Date Landlord and Tenant shall deliver a letter (substantially in the form of Exhibit H attached hereto) confirming such date and, if different, the Rent Commencement Date and the IRC Deemed Completion Date.

Section 6: Extension Term

Tenant shall have two (2) options (each, an "Extension Option") of eight (8) years each (each, an "Extension Term") whereby Tenant may (but shall not be obligated to) elect to extend the Initial Term or the first Extension Term, as applicable, of this Agreement, conditioned upon (i) the Arena being, at the time of exercise, the designated home arena for an NHL or NBA Major League Team, (ii) not less than twenty-four (24) months prior written notice of unconditional exercise, (iii) at the time of exercise no uncured Event of Default by Tenant under this Agreement or under any Leasehold Mortgage, and (iv) compliance with the applicable terms described in Article VII, Section 3(b)(ii) ("Extraordinary Capital Expenditure Investment") below.

Section 7: Holding Over

If Tenant shall, with the prior written consent of Landlord, continue to remain in possession of the Premises after the expiration of the Term of this Agreement, such holding over shall be on a month-to-month basis and shall not constitute a reletting or releasing of the Premises. Said tenancy from month-to-month shall be upon the same terms and conditions herein specified, but without any reduction for any Rent Adjustment, and shall continue to be such until thirty (30) calendar days after Tenant shall have given to Landlord or Landlord shall have given to Tenant written notice of termination of such monthly tenancy. Nothing contained herein shall be construed as a consent by Landlord to the occupancy or possession of the Premises by Tenant after the expiration of the Term hereof.

In the case of any holding over or possession by Tenant without prior written consent of Landlord after the Term of this Agreement expires or is terminated, Tenant shall be a tenant from month to month and shall pay Landlord holdover payments equal to one hundred fifty percent (150%) of the then current Baseline Rent Payment, the Annual Baseline Tax Guaranty Payment, the Annual Transportation Payment, without any reduction for any Rent Adjustment. In addition, Tenant shall also reimburse Landlord for all actual reasonable expenses and losses incurred by Landlord by reason of Landlord's inability to deliver possession of the Premises free and clear of the possession of Tenant to a successor tenant on a delivery date occurring not earlier than thirty (30) days after the date that this Agreement expires or is terminated, together with interest at the Default Rate on such expenses and losses from the date such expenses are incurred until reimbursed by Tenant, together with Landlord's reasonable attorneys' fees, charges, and costs. Payment by Tenant of any holdover payments described in this Section shall not constitute an extension of the Term or afford Tenant any right to possession of the Premises beyond the date through which such Tenant payments have been paid by Tenant and accepted by Landlord. All holdover payments shall be due to Landlord for the period of such holding over, whether or not Landlord is seeking to evict Tenant. Unless Landlord otherwise then agrees in writing, any holding over shall be deemed without the consent of Landlord whether or not Landlord has accepted any sum due pursuant this Section. Landlord may pursue any and all remedies permitted in this Agreement if Tenant fails to timely surrender the Premises to Landlord, regardless of whether Landlord has accepted any holdover payments by Tenant under this Section. The provisions contained in this Section shall survive the expiration or earlier termination of this Agreement.

Section 8: Exclusivity

During the Term of this Agreement, (i) Landlord shall not negotiate with any person or entity, other than Tenant (or its designee or permitted assignee), regarding renovation or redevelopment of the Arena, or solicit or entertain bids or proposals to do so, and (ii) Landlord shall not provide financial support, benefits, or incentives (other than those that are generally available to any potential developer) 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.

Section 9: Permitted Uses

The Premises shall be used only for the development, construction, operation, and maintenance of a live event venue for concerts, sports, entertainment, and other events, which events may also include, but shall not be limited to, social and civic events; movie premieres; e-sports competitions, vehicular competitive events and recreation and leisure events; convention and trade shows; and accessory uses associated with the efficient operation or conduct of any of the aforementioned permitted uses, including restaurants; concessions; retail; movie set locations; live telecasts; filming of commercials and documentaries; children's activities; game and video arcades and comparable family recreation centers; and public parking (collectively, the "Permitted Uses").

Section 10: Prohibited Uses

The Premises shall not be used for any uses, events, purposes, or retail areas showcasing guns, pornography or "adult" entertainment, or primarily dedicated to the sale of paraphernalia related to tobacco products, marijuana (or marijuana products), or illegal drugs (each, a "Prohibited Use").

Section 11: Quiet Enjoyment

Subject to the Existing Encumbrances, Tenant shall not be hindered or molested by Landlord or anyone claiming through Landlord in Tenant's peaceful and quiet possession and enjoyment of the Premises pursuant and subject to the terms of this Agreement. Except for the Permitted Encumbrances, Landlord shall not make or cause to be made any rights of possession, Liens, encumbrances, covenants, assessments, easements, leases, licenses, or other use agreements encumbering the Premises.

Section 12: Future Availability of Parking Garages

(a) Fifth Avenue North Parking Garage

The Parties acknowledge that Landlord's right, title, and interest in the real property underlying the Fifth Avenue North parking garage arises pursuant to that certain Ground Lease (Garage) dated July 16, 2008, by and between Landlord and IRIS, as amended (as may be further amended from time to time, the "Fifth Avenue North Lease"). Landlord has provided a full and complete copy of the Fifth Avenue North Lease to Tenant and will upon request promptly provide Tenant with any future amendments thereto. The Fifth Avenue North Lease is currently set to expire on July 15, 2058, or such earlier date as described in Section 2 thereof (the "Fifth Avenue North Lease Expiration Date"). Notwithstanding anything to the contrary set forth in this Agreement, Tenant acknowledges and agrees that Landlord cannot make any commitments as to the availability of the Fifth Avenue North parking garage for Arena parking or as to the future availability of Parking Receipts or Commercial Parking Tax revenues from the Fifth Avenue North parking garage beyond the Fifth Avenue North Lease Expiration Date, as such date might be further extended by mutual agreement of Landlord and IRIS (or its successors and/or assignees).

(b) Mercer Street Parking Garage

Landlord covenants and agrees that it shall not voluntarily demolish or demolish and rebuild the Mercer Street parking garage at any time prior to the earlier of (i) January 1, 2035, (ii) the date that extension of light rail to a station within an approximately one-half (1/2) mile walkshed of the Arena has been completed and is operational to the public, or (iii) the Parties agree to and document in writing a mutually-acceptable alternative agreement.

(c) Limitations

The obligations of Landlord as applicable to the Garages, including as provided above and as applicable to the Rent Adjustment, are subject to the following:

(i) Loss of use of Garage(s) due to any Force Majeure event affecting such Garage;

(ii) Loss of use of Garage(s) due to any repair, replacement, or renovation to such Garage as reasonably determined by Landlord in order to adequately and safely maintain such parking garage, or closure or demolition of Garage(s) if repair, replacement, or renovation is required and is not cost-effective as reasonably determined by Landlord;

(iii) Loss of use of the Mercer Street parking garage if replaced by a replacement garage with a capacity of not less than eight hundred (800) spaces;

provided, that in the event that Landlord intends to permanently close the Mercer Street parking garage, no later than one (1) year prior to such closure Landlord shall provide notice to Tenant of such closure and meet and confer with Tenant regarding same, and provided, further, that in the event of the loss of use by Tenant of either Garage, Landlord agrees to cooperate in good faith with Tenant to identify opportunities whereby Tenant may obtain replacement parking as part of Landlord's negotiations to seek its own replacement parking for Seattle Center. In connection with the opening of any replacement to the Mercer Street parking garage, the Rent Adjustment Threshold in Line 2 of the Rent Adjustment Table (as set forth in Article III, Section 6(a)) for the replacement parking garage shall be calculated as provided in Exhibit M.

Section 13: Permitted Encumbrances on Title to Fee Estate

Except for Permitted Encumbrances and except as otherwise provided in this Agreement and the Ancillary Agreements, Tenant shall lease the Premises pursuant to the terms and conditions of this Agreement, free and clear of (a) rights of possession by others claiming a possessory interest by or through Landlord; (b) liens, encumbrances, covenants, assessments, easements, leases, licenses, or other use agreements, but subject to the exclusivity agreements described in Section 6.4(e) of the Seattle Center Integration Agreement; and (c) delinquent charges and assessments. Tenant agrees to comply with all provisions of the Permitted Encumbrances that are applicable to Tenant's use of the Premises. For the avoidance of doubt, in no event shall Landlord encumber the Fee Estate with a mortgage (it being understood, for the avoidance of doubt, that a "mortgage" shall not include any local improvement district assessments, or any other tax or assessment).

Section 14: FF&E

Landlord retains all right, title and interest to the Salvage FF&E. Promptly after the Initial Commencement Date, Tenant shall at no expense to Landlord remove and deliver to Landlord the Salvage FF&E, on the terms more particularly described in Exhibit I. Tenant shall have the right to use the Initial FF&E during the Term at no charge. The Initial FF&E shall be provided in its as-is/where-is condition. Landlord has made no representations or warranties to Tenant with regard to the condition of the Initial FF&E, or the suitability thereof for any particular purpose, and Landlord shall have no obligation to repair, replace or otherwise maintain, or pay for any cost related to the Initial FF&E during the Term. Tenant will install, as part of the Initial Tenant

Improvements, all other furnishing, fixtures and equipment, including, without limitation, the seating, suite furnishings, offices, locker rooms, press areas, basketball/hockey floor, ice-making systems and equipment, dasher board systems, sound systems, scoreboards, ribbons, concession equipment, training equipment, and other items. The Initial FF&E and all other furnishing, fixtures and equipment owned (but not leased) by Tenant, as they may be repaired, replaced or augmented from time to time (but not any WNBA, NBA or NHL team-owned or leased equipment or fixtures), will be the property of Tenant during the Term and will be surrendered upon the expiration or termination of this Agreement in accordance with the terms of Article XX.

Section 15: Acceptance of Surrender

Landlord shall in no event be considered to have accepted surrender of the Premises unless the Seattle Center Director has accepted the surrender of the Premises in writing, or in the case of early termination, has executed a termination agreement.

Section 16: Failure of Conditions

Pursuant to Section 10.1 of the Development Agreement the City has the right to terminate the Development Agreement and this Agreement if certain conditions are not satisfied as provided therein. Any such termination if duly made is not subject to Article XIII or Article XIX.

ARTICLE III
Annual Payments, Additional Lease Consideration and Community Benefits

Section 1: Time and Place of Payment

(a) All sums due from Tenant under this Agreement shall be payable as and when specified in this Agreement, but if not specified, then within thirty (30) days of Tenant's receipt of invoice.

(b) Payments may be made by wire or check. Payments by check shall be addressed to the following, and payments by wire shall be pursuant to wire instructions that may be obtained from Landlord.

City of Seattle
Treasury Department Accounts Receivable
P.O. Box 94626
Seattle, WA 98124-6926

Section 2: Annual Baseline Rent Payment; Leasehold Excise Tax

On or before the sixtieth (60th) day following the Rent Commencement Date (or December 31 of the calendar year in which the Rent Commencement Date occurs, if earlier), and thereafter in each succeeding calendar year during the Term on or before February 15 of such calendar year, Tenant shall remit the Baseline Rent Payment and the Leasehold Excise Tax due under Article IV, Section 1(v) to Landlord in full, without deduction or offset.

Section 3: Annual Baseline Tax Guaranty Payment

On or before June 1 of each calendar year of the Term after the year in which the Operating Term Commencement Date occurs, Tenant shall remit any Baseline Tax Guaranty Payment for the prior calendar year to Landlord in full, without deduction or offset.

Section 4: Annual Transportation Payment

On or before the sixtieth (60th) day following the Initial Commencement Date and thereafter on or before each annual anniversary of the Initial Commencement Date during the Initial Term of this Agreement until paid in full, Tenant shall remit the Annual Transportation Payment to Landlord in full, without deduction or offset, to be deposited into the City Transportation Fund.

Section 5: Additional Lease Consideration and Community Benefits

Tenant's design, construction, and completion of the Initial Tenant Improvements at Tenant's sole expense and risk is a fundamental purpose of this Agreement and the transactions contemplated hereby. In addition to the completion of the Initial Tenant Improvements and the payments of the Baseline Rent Payment, the Baseline Tax Guaranty Payment, and the Annual Transportation Payment, Landlord shall receive additional consideration and financial benefit due to Tenant's significant investment in renovation of the Premises and operation of the Arena, including, without limitation: shifting of construction risk and potential cost overruns; assumption of operation risk, responsibility and associated costs such as Utility Costs, security, routine maintenance, and insurance; and historical preservation of landmark sites. As additional consideration and community benefits, the City shall receive funding for arts (see Section 11.2 of the Development Agreement and Article VIII, Section 10 of this Agreement); rent free use of the Premises, including the Arena for fourteen (14) days per year (see Article IV, Section 4.1(c) of the Seattle Center Integration Agreement and Article VIII, Section 4 of this Agreement); transportation and community benefits (see Section 5 of the Development Agreement and Article VIII, Sections 2, 3, and 6 of this Agreement); technology improvements coordinated with Seattle Center (see Article V of the Seattle Center Integration Agreement); enhanced activation of the Arena and portions of Seattle Center used by the public; enhanced prospects for attracting NBA and NHL teams; and other community and public benefits more particularly set forth in this Agreement, the Development Agreement, and the Seattle Center Integration Agreement.

Section 6: Rent Adjustments

(a) Generally. Tenant shall be entitled to an annual rent adjustment (the "Rent Adjustment") payable with respect to each calendar year of the Term, commencing with respect to the partial calendar year in which the Operating Term Commencement Date occurs. Each Rent Adjustment will be calculated and payable as set forth in Section 6(c) below with respect to the specified revenues and corresponding "Rent Adjustment Thresholds" in the table below (the "Rent Adjustment Table").

Line Item No.	*Revenue Amount*	*Rent Adjustment Threshold**
1	The amount of Net Parking Receipts in such year attributable to the City's operation of the Fifth Avenue North parking garage +	$2,009,969
2	The amount of Net Parking Receipts in such year attributable to the City's operation of the Mercer Street parking garage +	$2,010,704
3	The amount of Net Sponsorship Revenue attributable to Seattle Center Sponsorship Rights received by Tenant in such year with respect to Tenant's sales of Seattle Center Sponsorship Rights #	$781,454
4	The amount of the City's portion of Sales Tax revenues received by City in such year directly attributable to the operation of the Arena	$55,648
5	The amount of Business and Occupation Tax revenues received by the City in such year directly attributable to the operation of the Arena	$105,595
6	The amount of the City's portion of the Leasehold Excise Tax revenues received by the City in such year attributable to the Arena **	$17,439
7	The amount of Commercial Parking Tax revenues and the City's portion of Sales Tax revenues received by the City in such year attributable to the operation of the First Avenue North parking garage, the Fifth Avenue North parking garage, and the Mercer Street parking garage	$762,830
8	The amount of Admission Tax revenue collected by the City in such year attributable to the operation of the Arena	$1,300,907

Legend:

*Adjusted to December 31, 2017.

(+) Parking Receipts and Parking Operating Expenses comprising Net Parking Receipts will be computed using the allocation methodology utilized to arrive at the corresponding Rent Adjustment Threshold, which methodology references data provided through City's iPARC parking reporting system and Shiftboard (the employee scheduling system). At such time as there is a replacement of the iPARC or Shiftboard system by City, the Parties will consult as to whether

use of the replacement system will require a different allocation methodology for computing Parking Receipts and Parking Operating Expenses.

(#) Net Sponsorship Revenue attributable to Trade Value with respect to a Seattle Center Sponsorship Agreement shall be as specifically computed (including the Trade Value valuation and Sponsorship Operating Expenses) and specifically allocated between Landlord and Tenant as mutually agreed upon in writing by the Parties (whether in the Seattle Center Sponsorship Agreement or in a separate writing), and, in connection therewith, the Parties shall also mutually agree in writing as to the amount and timing of such portions of the associated Net Sponsorship Revenue that will be included in the Rent Adjustment computations hereunder.

(**) The Parties agree that LET payable by Tenant with respect to the First Avenue North Garage prior to the Operating Term Commencement Date is not attributable to the Arena. Beginning on the Operating Term Commencement Date, all LET payable on Tenant's leasehold interest under this Agreement shall be deemed attributable to the Arena for purposes of calculating the Baseline Tax Guaranty and Rent Adjustment until such time when there is any redevelopment, Material Alteration or other change in the use and occupancy of the South Site. Any additional LET assessed upon Tenant's leasehold interest under this Agreement following redevelopment, Material Alteration, or other change in the use and occupancy of the South Site shall not be attributable to the Arena and shall not be included in the calculation of the Baseline Tax Guaranty and Rent Adjustment.

(b) Rent Adjustment Thresholds Adjustment. The Rent Adjustment Thresholds stated in the Rent Adjustment Table represent the agreed tax and facility revenues the City receives from the current operation of the Arena and related business operations, measured, for each Rent Adjustment Threshold, using a four (4) year trailing historical annual average using the complete calendar years 2014, 2015, 2016 and 2017, with the amount for each of the calendar years 2014, 2015 and 2016 escalated by the Escalator for an applicable escalation period that is the number of calendar years from December 31 of such year until December 31, 2017. For the calendar year in which the Operating Term Commencement Date occurs, such initial amounts shall be adjusted by the Escalator for the period from December 31, 2017 until January 1 of the calendar year in which the Operating Term Commencement Date occurs (such adjustment to be made on a calendar year basis for yearly changes in such period). As of January 1 of each succeeding calendar year during the Term, the Rent Adjustment Threshold amounts for the prior calendar year shall be adjusted by the Escalator.

(c) Rent Adjustment Calculation. Rent Adjustments will be calculated on a calendar year basis for each calendar year of the Term beginning with the calendar year in which the Operating Term Commencement Date occurs. Landlord will be responsible for calculating and paying amounts under this Section 6 for revenues received by Landlord (which are all revenues other than Net Sponsorship Revenue). Tenant will be responsible for calculating and paying amounts under this Section 6 for Net Sponsorship Revenue received by Tenant.

(i) For each such calendar year, separate line item calculations will be made for each specified revenue amount in the Rent Adjustment Table to determine the excess (if any) of a specified revenue amount in such calendar year over its corresponding annual threshold amount in the Rent Adjustment Table, as adjusted as provided in Section 6(b) above (the "Rent Adjustment Thresholds"). Only excess amounts are subject to allocation and payment under this Section 6. Where a specified revenue amount does not exceed its corresponding Rent Adjustment Threshold in a year, such negative difference shall not be netted against any other excess amounts. Further, any negative differences for any tax revenues shall be accounted for in the computation of the Baseline Tax Guaranty Payment for such year.

(ii) Excess revenue amounts for a calendar year, if any, for each of the line items set forth in lines 1 through 7 of the Rent Adjustment Table will be allocated (A) seventy-five percent (75%) to Tenant and twenty-five percent (25%) to Landlord with respect to the first ten (10) calendar years of the Term, and (B) thereafter and for all subsequent calendar years of the Term, fifty percent (50%) to Tenant and fifty percent (50%) to Landlord. For each calendar year the excess revenue amount, if any, for the line item set forth in line 8 of the Rent Adjustment Table will be allocated one hundred percent (100%) to Tenant. The total amounts allocated to Tenant under this Section 6(c)(ii) for a calendar year will be the "Rent Adjustment" for such year.

(iii) The first calendar year's revenue comparisons (and calculations of any corresponding Rent Adjustment) shall be calculated based on the period between the Operating Term Commencement Date and December 31 of that same calendar year, with the Rent Adjustment Thresholds prorated for the number of days between the Operating Term Commencement Date and December 31 of that same calendar year. For purposes of such calculations, specified revenue amounts will not be prorated and will be measured from and after the Operating Term Commencement Date, except that all Net Sponsorship Revenue shall be measured from the date of receipt (regardless of whether predating the Operating Term Commencement Date), and shall for purposes of such calculations be deemed received on the Operating Term Commencement Date. For clarity, revenues set forth in the Rent Adjustment Table with respect to periods prior to the Operating Term Commencement Date are not subject to the Rent Adjustment and are intended to be retained solely by Landlord. Further, all taxes related to Arena construction (including, without limitation the City's portion of the

Sales Tax, and the Business and Occupation Tax) are also intended to be retained solely by Landlord.

(d) Rent Adjustment Payment and Net Sponsorship Revenue Payments. The Rent Adjustment for a calendar year shall be payable as set forth below. On or prior to April 30 of each year, Tenant will deliver to Landlord a statement setting forth, for the prior calendar year, Net Sponsorship Revenue, including a reasonably detailed calculation of Sponsorship Receipts and Sponsorship Operating Expenses, including calculation of the Escalator. On or prior to April 30 of each year, Landlord will deliver to Tenant a statement setting forth, for the prior calendar year for each of items in the Rent Adjustment Table, the specified revenue, Rent Adjustment Threshold and excess, if any, for each such item, and a reasonably detailed calculation of each such item (including the calculation of the Escalator). During the period from May 1 through May 31, each Party shall make available to the other Party and its representatives, at such Party's offices, a Party's supporting information for its respective statement and calculations, and relevant personnel of a Party to answer questions from the other Party or its representatives. A Party shall have the right, exercisable upon written notice to the other Party and following at least thirty (30) days' advance notice to the other Party to be delivered to a Party prior to May 31, to inspect, copy, and audit the other Party's accounting records for the time period covered by such statement and calculations, at the inspecting Party's sole cost and expense. If a Party reasonably identifies any issues related to any calculations hereunder, then the such Party shall give prompt written notice of same to the other Party (a "Review Notice"), and Landlord and Tenant shall meet and confer in good faith within thirty (30) days of such Review Notice to resolve such issues.

(i) The Rent Adjustment (other than for the amount of any excess Net Sponsorship Revenue to be retained by Tenant as provided in clause (v) below) with respect to the first calendar year or partial calendar year that commences on the Operating Term Commencement Date shall, if applicable, be paid by the Landlord to Tenant on or before June 1 of the second calendar year of the Term (as such date may be extended for disputed amounts in connection with the review of any Review Notice properly delivered per clause (d) above).

(ii) The Rent Adjustment (other than for the amount of any excess Net Sponsorship Revenue to be retained by Tenant as provided in clause (v) below) with respect to the second calendar year of the Term shall, if applicable, be paid by the Landlord to Tenant as follows: (A) on or before December 1 of such year, a partial Rent Adjustment advance amount calculated with respect to the current year (through June 30 of such year, with the applicable Rent Adjustment Thresholds prorated through such date) (I) estimated Net Parking Receipts in Line Items 1 and 2 of the Rent Adjustment Table, and (II) actual collected Tax amounts in Line Items 4, 5, 6, 7, and 8 of the Rent Adjustment Table (a "Tenant Advance"), the methodology for accounting for such actual collections of Taxes and estimated

Net Parking Receipts to be agreed upon by the City and Tenant in connection with the calculation of the first Tenant Advance, and (B) on or before June 1 of the following calendar year (as such date may be extended for disputed amounts in connection with the review of any Review Notice properly delivered per clause (d) above), the Rent Adjustment payable by Landlord to Tenant calculated with respect to the applicable calendar year of the Term less the Tenant Advance paid in the prior December.

(iii) The Rent Adjustment (other than for any excess Net Sponsorship Revenue to be retained by Tenant as provided in clause (v) below) with respect to each succeeding calendar year of the Term shall, if applicable, be paid by the Landlord to Tenant as follows: (A) on or before December 1 of such year, a partial Rent Adjustment Tenant Advance amount calculated for such year in the manner provided in clause (ii) above), and (B) on or before June 1 of the following year (as such date may be extended for disputed amounts in connection with the review of any Review Notice properly delivered per clause (d) above), the Rent Adjustment payable by Landlord to Tenant calculated with respect to the applicable calendar year of the Term less the Tenant Advance paid in the prior December.

(iv) In the event there are negative calculations of amounts with respect to June 1 payments under clauses (ii) or (iii) above, Tenant shall pay such amount to Landlord on or before June 15 of such calendar year. In the event there are negative calculations with respect to Tenant Advances under clauses (ii) or (iii) above, no Tenant Advance shall be paid to Tenant.

(v) Tenant's allocable portion of any excess Net Sponsorship Revenue for any year of this Agreement shall be retained by Tenant and is not payable by Landlord. Landlord's allocable portion of any excess Net Sponsorship Revenue shall be paid by Tenant to Landlord as follows: (A) on or before December 1 of such year, a partial advance amount calculated with respect to the current year (through June 30 of such year, with the applicable Rent Adjustment Threshold prorated through such date) actual collected Net Sponsorship Revenue in Line Item 3 of the Rent Adjustment Table (a "City Advance"), the methodology for accounting for such actual collections of Net Sponsorship Revenue to be agreed upon by the City and Tenant in connection with the calculation of the first City Advance, and (B) on or before June 1 of the following year (as such date may be extended for disputed amounts in connection with the review of any Review Notice properly delivered per clause (d) above), the balance of Landlord's allocable share of Net Sponsorship Revenue for the prior year.

(e) Rent Adjustment Changes. The Parties have negotiated the Rent Adjustment based upon a formula derived in part from the amount of certain tax revenues received by the Landlord as of the Effective Date, as adjusted as set forth in Section 6(b) above. During the Term, if, due to a change in applicable Legal Requirements, there is a material change to any tax on which a component used to calculate the Rent Adjustment is based, the Parties will negotiate in good faith a replacement Rent Adjustment component for the affected component that closely approximates the intent and economic effect of the affected component.

(f) Tax Tracking and Reporting. In order for Landlord to track taxes subject to Baseline Tax Guaranty Payments and Rent Adjustments, commencing as of (and not before) the Operating Term Commencement Date, Tenant shall (and shall cause all vendors and other businesses operating in the Arena or the First Avenue North Garage, and all users of the Arena (including all subtenants, licensees and other users)) to (i) report Sales Tax directly attributable to operation of the Arena by specific location (being the Arena) to the Washington State Department of Revenue, (ii) designate the Arena as the location in their City Business and Occupations Tax filings for revenue directly attributable to Arena operations, (iii) designate the Arena as the location for any event hosted at the Arena on their Admissions Tax filings attributable to operation of the Arena, and (iv) designate the First Avenue North Garage as the location for Commercial Parking Tax and parking Sales Tax. Accordingly, only taxes reported for the Arena location will be included for purposes of the applicable Baseline Tax Guaranty Payment and Rent Adjustment calculations.

Section 7: First Avenue North Garage Rent During Construction

Notwithstanding the Initial Commencement Date, the Premises shall include the First Avenue North Garage on a date (the "First Avenue North Garage Turnover Date") to be specified by Tenant by at least 14 days' notice, not earlier than the Initial Commencement Date and not later than February 1, 2019. For the period beginning on the First Avenue North Garage Turnover Date, and ending on the day before the second anniversary thereof, Tenant shall pay base rent for the First Avenue North Garage in the aggregate amount of $1,189,903, payable in two installments of $594,951.50, due, respectively, on the First Avenue North Garage Turnover Date, and the first anniversary thereof, together in each case with LET payable under Article IV, Section 1. Beginning on the Rent Commencement Date, rent payable for the First Avenue North Garage is included in the Baseline Rent Payment. If the Rent Commencement Date does not occur by the second anniversary of the First Avenue North Garage Turnover Date, then for the period from the second anniversary of the First Avenue North Garage Turnover Date until the Rent Commencement Date Tenant shall pay base rent for the First Avenue North Garage at the rate of $47,174 per month, as adjusted by the CPI from December 31, 2017, until the Rent Commencement Date. If the Rent Commencement Date occurs before the second anniversary of the First Avenue North Garage Turnover Date, Landlord shall reimburse Tenant the amount of rent overpaid together with the LET attributable to the rent overpayment, prorating that month's rent on a daily basis. Rent payable under this Section and any other Taxes or amounts payable to Landlord by Tenant or other parties which are paid or payable before the Rent Commencement Date will be retained solely by Landlord (except for any LET attributable to rent overpayment

under this section), and will not be taken into account in determining the Baseline Tax Guaranty or Rent Adjustment.

Section 8: No Security Deposit

Tenant shall not be required to post a security deposit in connection with this Agreement.

Section 9: Revenues and Income from Concessions

Subject to Article II, Section 10 and Article V, Section 3, Tenant shall have the right to choose its concession partners (if any) and shall retain all revenues (other than taxes and assessments) and income from the sale of all food, beverages, and merchandise relating to the Arena and the Premises, whether such sales are onsite, from other locations, on-line, or through other means or methods.

Section 10: No Demand or Offset

Amounts due from Tenant to Landlord pursuant to this Article III shall be payable without demand, deduction, or offset.

Section 11: Audit Rights

Tenant shall keep complete and accurate books of account which are relevant to the calculation of revenues in the Rent Adjustment Table, Tenant's Capital Expenditure obligations under Article VII, the CapEx Reserve Account, Tenant's obligations regarding the Charitable Funding Commitment and the Community Fund and arts funding under Article VIII, and amounts payable or joint purchases under the Seattle Center Integration Agreement, as well as any required expenditures previously made by Tenant under the MOU and/or under any of the Ancillary Agreements. Upon written notice of not less ten (10) calendar days, Landlord shall be permitted to inspect Tenant's books and records at Tenant's offices and to procure audits by an auditor at Landlord's sole cost and expense (except as provided below). If Tenant's books of account are (i) incomplete for an accurate determination of compliance with the applicable provisions of this Agreement (or, if applicable, the Seattle Center Integration Agreement), or (ii) inaccurately represent material information relating to Tenant's compliance with this Agreement (or, if applicable, the Seattle Center Integration Agreement), Tenant shall reimburse Landlord for its reasonable and actual costs and fees of the audit, in addition to payment of any underpaid obligations and any other remedy Landlord may be entitled to under this Agreement. Tenant shall retain all yearly books of accounting and any other information related to Tenant's obligations under this Agreement for six (6) years after the close of Tenant's fiscal year. The obligations under this Section 11 shall survive expiration or termination of this Agreement.

ARTICLE IV
Taxes, Impositions, and Utility Costs

Section 1: Payment of Taxes and Impositions

From and after the Initial Commencement Date, Tenant shall be solely responsible for and shall pay, prior to delinquency, one hundred percent (100%) of any Taxes. Taxes shall include, without limitation:

(i) any assessment, tax, fee, levy or charge in substitution, partially or totally, of any assessment, tax, fee, levy or charge previously included within the definition of real property tax. It is the intention of Tenant and Landlord that all such new and increased assessments, taxes, fees, levies and charges assessed against any legal or equitable interest of Landlord or Tenant in the Premises be included within the definition of "Taxes" for the purposes of this Agreement;

(ii) any assessment, tax, fee, levy or charge allocable to or measured by the area of the Premises or the rent payable by Tenant hereunder or other tenants of the Premises, including, without limitation, any gross receipts tax or excise tax levied by any state, city or federal government, or any political subdivision thereof, with respect to the receipt of such rent, or upon or with respect to the possession, leasing, operation, management, maintenance, alteration, repair, use or occupancy of the Premises, or any portion thereof, including;

(iii) any assessment, tax, fee, levy or charge upon this transaction or any document to which Tenant is a party, creating or transferring an interest or an estate in the Premises;

(iv) any assessment, tax, fee, levy or charge by any governmental agency related to any transportation plan, fund or system (including assessment districts) instituted within the geographic area of which the Premises is a part; and/or

(v) any Leasehold Excise Tax on Tenant's interest in this Agreement and any leasehold interest deemed to have been created hereby.

As of the execution of this Agreement, the applicable Leasehold Excise Tax rate is 12.84% of annual contract rent, which rate and amount is subject to change from time to time. For the period beginning on the First Avenue North Garage Turnover Date, and ending on the Rent Commencement Date, Tenant shall pay and the City shall collect and remit LET on the rent for the First Avenue North Garage due under Article III, Section 7. For the period beginning on the Rent Commencement Date, Tenant shall pay, and the City shall collect and remit, LET on the Annual Baseline Rent Payment and Annual Baseline Tax Guaranty Payment, less Rent Adjustments at the time the payments are made under this Agreement. Tenant shall pay, and the City shall collect and remit, such LET on the prorated value of the Initial Tenant Improvements in

quarterly installments on or before March 31, June 30, September 30, and December 31 of each calendar year. The value of the Initial Tenant Improvements shall be determined when the improvements are complete and placed in service. The value of the Initial Tenant Improvements shall be prorated over a period starting with the date the improvements are placed in service and ending the sooner of the expiration of the Term of this Agreement or the end of the useful life of such improvements. No later than the date the Initial Tenant Improvements are placed into service, Tenant shall provide Landlord the stated value and proration period and any supporting documentation reasonably requested by Landlord. No LET shall be paid on improvements from the Initial Commencement Date to the date the improvements are placed in service. Because the Annual Transportation Payment is in the nature of a voluntary and contractual development payment and is to be held and used by Landlord as provided under Article VIII, Section 6, such amount shall be excluded from contract rent for the purposes of the LET calculation set forth in this section. No LET shall be paid by Tenant or collected and remitted by City with respect to any other intangible consideration exchanged between the Parties pursuant to this Agreement.

Tenant acknowledges that the State of Washington Department of Revenue determines assessment of LET tax based on Tenant's leasehold interest. If the State of Washington or any other authority, requires that the LET should be calculated differently, or makes any demand upon the Landlord for payment of LET or any other Taxes or withholds future payments due to the Landlord to enforce collections of LET or other Taxes Tenant has not paid, Tenant shall remit the Taxes demanded along with any associated interest and penalties, or at no expense to the Landlord, contest such collection action and defend and indemnify Landlord as set forth in Section 3 below for all sums paid by Landlord or withheld by the State of Washington from Landlord in connection with such action.

Section 2: Utility Costs

From and after the Initial Commencement Date, Tenant shall be solely responsible for and shall pay one hundred percent (100%) of all Utility Costs. Tenant, at its sole expense, shall install meters for all water, sewer, electricity, gas, steam, and/or condensate and other utilities, and shall pay before delinquency all costs associated therewith for services provided to the Premises. Landlord shall not be responsible for any injury, loss, or damage causes by or resulting from any interruption or failure of utility services due to any causes whatsoever, nor shall Tenant be entitled to an offset, reduction, or return of any payments made pursuant to this Agreement as a result of any interruption or failure of said services.

Section 3: Right of Contest

Tenant shall have the right to contest or review by legal proceedings or in such other legal manner any Tax and to pay such items under protest; provided, that (i) nothing in this Section 3 shall be construed to restrain the exercise of any remedy by any City utility for nonpayment or permit Tenant to cease paying any amounts due until such matter has been finally resolved, (ii) any such contest or review shall be at Tenant's sole cost and expense, and (iii) Tenant shall indemnify, defend, and hold Landlord harmless from any and all claims, costs, damages, and losses that arise from or in connection with any such contest or review (expressly excluding any proceeding where Tenant prevails on its contest or review of a Tax of the City).

ARTICLE V
Management and Operation

Section 1: Management and Operations

From and after the Initial Commencement Date, Tenant shall have the exclusive right to operate and maintain (or to cause OVG or an OVG Affiliate (collectively, an "OVG Party"), as facilities manager, to operate and maintain) the Premises and, without limitation of reimbursements payable pursuant to Article VIII, Section 4 herein, shall be solely responsible for and shall pay one hundred percent (100%) of all Operating Costs, and will control (subject to the terms of this Agreement) and, except as otherwise set forth in the Development Agreement, be solely responsible at Tenant's expense to cause the construction of the Initial Tenant Improvements and all other Tenant Improvements, and all operation and maintenance of and repairs and replacements to the Premises, including the Improvements, in accordance with this Agreement, including the Operating Standard and compliance with all applicable Legal Requirements and Permits and Approvals.

Section 2: Contracts Extending Beyond Term of Agreement

Tenant will not enter into any contracts or grant any rights with respect to the operation or use of the Premises or any portion thereof that would extend beyond the Term of this Agreement without obtaining Landlord's prior written consent, in Landlord's sole discretion. As a condition to granting any such consent (i) Landlord may review and approve the form of contract granting such use rights to the third party, and (ii) such contract shall include a right for Tenant to assign the contract to Landlord upon the expiration or earlier termination of this Agreement.

Section 3: Participation of Local Vendors and Women and Minority-Owned Businesses

Tenant shall include women and minority businesses, local vendors and purveyors, and other local participation in concessions supply and support operations.

Section 4: Refuse Collection

Tenant shall arrange for private garbage and recycling services and cause all garbage and recycling on the Premises and resulting from activities on the Premises to be promptly collected and disposed of in compliance with all applicable Legal Requirements and Seattle Center Campus Rules. Tenant shall pay all costs, fines, penalties, and damages that may be imposed on Landlord or Tenant as a consequent of Tenant's failure to comply with the provisions of this section.

Section 5: Security

At all times during the Term and on a twenty-four (24) hour basis, Tenant shall provide, at its sole cost and expense, security and security personnel at, and outside of, the Premises necessary to satisfy the Operating Standard. Tenant acknowledges and agrees that, except as expressly set forth in the Seattle Center Integration Agreement, Landlord does not agree to provide any security services or measures at or for the Premises and does not make, and Tenant hereby waives, any guaranty or warranty, expressed or implied, with respect to any security at the Premises. Neither Landlord nor any of its related parties shall be liable to Tenant in any event for, and Tenant hereby

releases Landlord and its related parties from any responsibility for, losses due to personal injury or death or property damage on the Premises, including any damage or injury resulting from a criminal or terrorist attack on or off the Premises, excepting therefrom (subject without limitation to Article XXIII, Section 9) losses to the extent directly caused by Landlord's breach of this Agreement, gross negligence, or willful misconduct.

ARTICLE VI
Maintenance and Repairs

Section 1: Maintenance and Repairs of the Premises

During the Term, Tenant shall, at its own expense and at no cost or expense to Landlord, and in compliance with all applicable Legal Requirements, perform all maintenance, repairs and replacements, ordinary and extraordinary, insured or uninsured, to the Premises to keep the Premises and all Improvements and furnishings, fixtures and equipment thereon in good working repair and order, in compliance in all material respects with all applicable Legal Requirements, and in compliance with the requirements of this Agreement, including the Operating Standard. Tenant's maintenance, repair and replacement obligations under this Section 1 shall include, without limitation: (i) all work (including all labor, supplies, materials, and equipment) which is reasonably necessary for the cleaning and care of and preventative maintenance and repair for any property, structures, surfaces, facilities, fixtures (including, but not limited to, media plug-ins and cable and all wiring attendant thereto), equipment, furnishings, Improvements, and components that form any part of the Premises (including machinery, pipes, plumbing, wiring, gas and electric fittings, elevators, escalators, showers, toilets and restroom facilities, first aid facilities, and other seating and access to the Premises), (ii) preventative or routine maintenance that is stipulated in the operating manuals for the components; (iii) periodic testing of Arena systems, such as mechanical, card-key security, fire alarm, lighting, and sound systems; (iv) ongoing trash removal; (v) regular maintenance procedures for heating, ventilating and air-conditioning, plumbing, electrical, roof and structural systems, and vertical lift systems (e.g., escalators and elevators), such as periodic cleaning of the Premises, lubrication, and changing air filters and lights; (vi) painting, including spot or touchup painting; (vii) cleaning, including restocking, prior to, during and following, and necessary as a direct result of, all events; (viii) changing of light bulbs, ballasts, fuses, and circuit breakers, as needed; and (ix) groundskeeping services.

Tenant hereby acknowledges and agrees that Landlord has no obligation under this Agreement to perform or pay for any repairs, maintenance or replacement of any portion of the Premises.

Section 2: Coordination of Plaza Area Maintenance with Seattle Center

As part of the regularly-scheduled coordination meetings between Landlord and Tenant set forth in the Seattle Center Integration Agreement, Landlord and Tenant shall regularly coordinate in good faith on maintenance and repair activities that may affect or require access to areas adjacent to the boundaries of the Premises, either by Landlord within the Premises or by Tenant to adjacent areas of Seattle Center.

ARTICLE VII
Alterations and Improvements

Section 1: Initial Tenant Improvements

Landlord's willingness to enter this Agreement is conditioned, in part, on Tenant's commitment to complete the Initial Tenant Improvements. Tenant shall at its expense timely design and construct the Initial Tenant Improvements in accordance with all of the terms and conditions of the Development Agreement, and this Article VII does not apply to the Initial Tenant Improvements.

Section 2: Other Material Alterations and Improvements.

(a) Tenant Improvements

Excluding the Initial Tenant Improvements and subject to compliance with the other terms and conditions of this Agreement, Tenant may from time to time construct any Tenant Improvements on the Premises that are not Material Alterations, without first obtaining Landlord's prior written consent unless otherwise required pursuant to this Agreement.

(b) Alterations

The performance of all Alterations shall, in all cases, comply with the requirements of this Article VII. All Material Alterations to any part of the Premises (other than the Initial Tenant Improvements pursuant to Section 1 above) shall require Landlord's prior written approval, in its capacity as owner and lessor of the Premises, such approval not to be unreasonably withheld, conditioned, or delayed.

(c) Plans and Specifications

Prior to commencing any Material Alterations in the Premises, Tenant shall deliver to Landlord a detailed plan describing the proposed Material Alterations ("Proposed Alteration Plan"). Within thirty (30) days after delivery of the Proposed Alteration Plan, Landlord shall review Tenant's initial plans and provide initial feedback or make further requests for information. Upon Landlord's conceptual approval of the Proposed Alteration Plan, Tenant shall cause working drawings ("Working Drawings") of the proposed Material Alterations conceptually approved as part of the Proposed Alteration Plan to be prepared and delivered to Landlord. The Working Drawings shall consist of the complete sets of plans and specifications in the form of working drawings or construction drawings, including complete sets of architectural, structural, mechanical, electrical, and plumbing working drawings for the proposed Material Alterations, in format reasonably acceptable to Landlord. The Working Drawings shall include written instructions or specifications as may be necessary or required to secure all Permits and Approvals (which may be in phases) from the City (in its regulatory capacity) for said Material Alterations. Within thirty (30) days after delivery of the Working Drawings, Landlord shall either reasonably approve the Working Drawings or notify Tenant of the reasons Landlord does not approve them. Tenant shall promptly correct any matter on the Tenant Working Drawings which Landlord

does not reasonably approve. Tenant shall be solely responsible for the compliance of the Working Drawings and all of the Tenant Improvements with all applicable Legal Requirements, and Landlord rules and regulations promulgated from time to time. Landlord's right to review the Working Drawings shall be solely for its own benefit (as owner and not a regulator), and Landlord's approval of the Working Drawings shall not be in its regulatory capacity nor be any representation or warranty that the Working Drawings comply with applicable Legal Requirements; provided, however, that Landlord shall not withhold its approval of Material Alterations in its ownership capacity that are being required by the City or any other governmental authority with jurisdiction over the Premises acting in its regulatory capacity, or that are being required by the NHL, NBA, or WNBA, as applicable, pursuant to NHL Rules or other applicable league rules consistently applied to home arenas of the NHL or such other league). Tenant shall pay and be responsible for the architectural and engineering fees incurred in preparing the initial plan and the Working Drawings or otherwise relating to the making of any Tenant Improvements to the Premises requested by Tenant. Upon completion of each Material Alteration, Tenant shall cause to be prepared and delivered to Landlord a copy of the as-built Working Drawings for such Material Alteration.

(d) Construction Agreement

As a condition to the commencement of any Material Alterations, including but not limited to any Material Alterations on the South Site other than the Initial Tenant Improvements pursuant to Section 1 above, Landlord may require a separate construction agreement governing the scope, timing, construction logistics, coordination of such Material Alterations with the broader Seattle Center Campus, and payment of Landlord's project management fees; provided, however, that such construction agreement shall not include additional exactions, fees, or other obligations, conditions, or requirements that would not otherwise be imposed by the City acting in its regulatory capacity in its issuance of permits for such Material Alterations or in its capacity as Landlord with respect to review and approval of design and for construction coordination and shall not otherwise materially increase the scope of Tenant's liability or materially decrease Tenant's rights as set forth in this Agreement.

(e) Removal of Tenant Improvements and Alterations

At the expiration or earlier termination of this Agreement, Landlord may, in its sole discretion and with reasonable prior notice, require Tenant to remove those Tenant Improvements (other than the Initial Tenant Improvements) and Alterations which (i) were not approved in advance by Landlord, (ii) were not built in conformance with the Working Drawings or other plans and specifications approved by Landlord, or (iii) Landlord specified in writing to Tenant during its review of the Working Drawings or other plans and specifications would need to be removed by Tenant upon the expiration or termination of this Agreement. If Landlord requires Tenant to remove any or all such Tenant Improvements or Alterations from the Premises, then Tenant, at Tenant's sole cost and expense, shall promptly remove such Tenant Improvements or Alterations and repair and restore the Premises to its original condition before the installation of such Tenant

Improvements or Alterations, reasonable wear and tear excepted. Tenant shall accomplish the removal of such Tenant Improvements or Alterations and the restoration of the Premises no later than the expiration of this Agreement, or within fifteen (15) days of the effective date of early termination. Any Tenant Improvements or Alterations remaining on the Premises following expiration or termination of this Agreement shall become the property of Landlord unless Landlord notifies Tenant otherwise.

(f) General

All Tenant Improvements shall be constructed at Tenant's sole cost and expense, in a first class and good and workmanlike manner by qualified contractors reasonably approved by Landlord, using only good grades of materials, and in compliance with applicable Legal Requirements, the Seattle Center Design Standards and Landlord's construction rules promulgated from time to time. Prior to commencing construction, Tenant shall provide Landlord with the identities and mailing addresses of all persons performing work or supplying materials for any Tenant Improvements and Material Alterations, and Landlord may post on and about the Premises notices of non-responsibility pursuant to applicable Legal Requirements. Upon completion of any Tenant Improvements and Material Alterations and upon Landlord's reasonable request, Tenant shall deliver to Landlord sworn statements setting forth the names of all contractors and subcontractors doing work on the Tenant Improvements and Material Alterations and final Lien waivers from all such contractors and subcontractors. Additionally, upon completion of any Material Alteration or Tenant Improvement, Tenant shall provide Landlord, at Tenant's expense, with a complete set of plans in reproducible form and specifications reflecting the actual conditions of the Material Alterations or Tenant Improvement, together with a copy of such plans on a USB thumb drive in the AutoCAD format or on such other data storage technology and in such other file format as may then be in common use for computer assisted design purposes and is reasonably approved by Landlord. Tenant shall pay to Landlord the reasonable costs of Landlord's third-party architects, engineers, project management, and other consultants for review of all plans, specifications and working drawings for the Tenant Improvements, within ten (10) business days after Tenant's receipt of invoices either from Landlord or such consultants.

(g) Disclaimer

No review or approval by Landlord of any materials under this Article VII or other provision of this Agreement shall ever be construed as Landlord representing or implying that such matters will result in a properly designed improvement or alteration, be deemed compliance by Tenant with any other obligations under this Agreement, or satisfy the requirements of applicable Legal Requirements, nor be deemed to be approval by Landlord in its regulatory capacity or approval from the standpoint of safety, whether structural or otherwise, or compliance with building codes or other requirement of applicable Legal Requirements or other requirement of this Agreement.

(h) Insurance

Prior to commencing any Tenant Improvements, Tenant shall deliver proof reasonably satisfactory to Landlord that Tenant and its contractors have complied with the terms of Exhibit G as applicable to such Tenant Improvements, regardless of whether the Tenant Improvements are being completed before or after the Operating Term Commencement Date.

(i) Indemnity

Tenant shall require its contractors to indemnify and hold Landlord harmless from and against all costs (including attorneys' fees and costs of suit), losses, liabilities, or causes of action arising out of or relating to any Tenant Improvements or Alterations made by Tenant's contractors to the Leased Premises, including but not limited, to any mechanics' or materialmen's Liens asserted in connection therewith. Should any such Lien be filed against the Premises or Tenant's Leasehold Estate, or any action or proceeding be instituted affecting the title to the Premises, Tenant shall remove such Liens pursuant to Article XVI.

Section 3: Capital Improvements

(a) General Obligation

Tenant will, at its sole cost and expense, make or cause to be made all Capital Expenditures relating to the Premises or its use.

(b) Required Capital Improvements to Arena; Timing

For purposes of Article VII, Sections 3(b) through (f), inclusive, Capital Expenditures do not include any expenditures made to repair, restore or replace Minor Damage or Major Damage, or any expenditures relating to Tenant Improvements made in or on portions of the Premises that are outside of the Arena, or any financing costs.

(i) Minimum Capital Expenditure Investment

During the first ten (10) CapEx Years of the Initial Term, Tenant commits to expending or causing to be expended no less than One Million Dollars ($1,000,000) per CapEx Year on Capital Expenditures relating to the Arena. During the remaining CapEx Years of the Initial Term, Tenant commits to expending or causing to be expended no less than Two Million Dollars ($2,000,000) per CapEx Year on Capital Expenditures relating to the Arena.

(ii) Extraordinary Capital Expenditure Investment

During the first twenty (20) CapEx Years of the Initial Term, in addition to the minimum Capital Expenditures described in Section 2(b)(i) above, Tenant shall make or cause to be made such additional Capital Expenditures as might be required by the terms and conditions of any Leasehold Mortgage. Between the twenty-first (21st) and thirtieth (30th) CapEx Year of the Initial Term, in addition to the minimum annual Capital Expenditures described in Section 2(b)(i) above, Tenant

commits to expending or causing to be expended no less than an aggregate of Fifty Million Dollars ($50,000,000) on Capital Expenditures (the "First Extraordinary CapEx Investment"). In addition, between the thirty-first (31st) and forty-seventh (47th) CapEx Year of the Term, in addition to the minimum annual Capital Expenditures described in Section 2(b)(i) above and in addition to the First Extraordinary CapEx Investment, Tenant commits to expending or causing to be expended no less than an aggregate of Fifty Million Dollars ($50,000,000) on Capital Expenditures (the "Second Extraordinary CapEx Investment"). Expenditure of the First Extraordinary CapEx Investment shall be a condition precedent to Landlord granting the first Extension Option described in Article II, Section 6 above, and expenditure of the Second Extraordinary CapEx Investment shall be a condition precedent to Landlord granting the second Extension Option described in Article II, Section 6 above. Notwithstanding the foregoing, if, at any time from and after the commencement of the twenty-first (21st) CapEx Year of the Initial Term, Landlord and Tenant mutually agree upon the scope and timeline for a Qualified Future Renovation, then such agreement as to the Qualified Future Renovation shall replace the requirements for both the First Extraordinary CapEx Investment and the Second Extraordinary CapEx Investment and shall satisfy the condition precedent set forth above to Landlord granting the Extension Options described in Article II, Section 6 above.

(c) On or before the Rent Commencement Date and each anniversary thereof during the Term, Tenant shall submit to Landlord Tenant's proposed Capital Expenditures plan for Tenant's Capital Expenditures for the current CapEx Year and the next two (2) CapEx Years, as well as (x) during the period between the twenty-first (21st) and thirtieth (30th) year of the Initial Term, Tenant's cumulative plan for the First Extraordinary CapEx Investment, and (y) during the period between the thirty-first (31st) and forty-seventh (47th) year of the Term, Tenant's cumulative plan for the Second Extraordinary CapEx Investment. Each such Capital Expenditures plan shall set forth a description of each Alteration or Tenant Improvement in at least "concept plan" level of specificity with an estimate of its cost, and shall be subject to Landlord's approval, which shall not be unreasonably withheld, conditioned, or delayed except as provided in (iii) below so long as (i) the Capital Expenditures plan, together with actual Capital Expenditures expended in the applicable time period, complies with the minimum expenditure requirements set forth in Article VII, Section 3(b) for each applicable time period, (ii) the Alterations and Tenant Improvements described in and to be performed pursuant to the Capital Expenditures plan are conceptually approved by Landlord pursuant to Article VII, Section 2(b), and (iii) within such Capital Expenditures plan Tenant may propose to Landlord for its approval in its discretion expenditures that will be spent for items with a cost of less than Five Thousand Dollars ($5,000), including labor costs, and any such expenditures so approved by Landlord shall thereupon constitute Capital Expenditures for purposes of Section 3(b) above. In any proposed Capital Expenditures plan Tenant may request carryforward to future CapEx Years of Capital Expenditures in the plan which are estimated to exceed the minimum requirement for that CapEx Year, not including unbudgeted cost overruns, and Landlord shall reasonably consider any such request. Tenant shall make commercially

reasonable efforts to perform Capital Expenditures in accordance with the approved Capital Expenditures plan, and shall notify Landlord of any material deviation from the approved Capital Expenditures plan.

(d) Within thirty (30) days after the end of the first six (6)-month period in each CapEx Year, Tenant shall provide a report and evidence of expenditures of the actual Capital Expenditures for such six-month period. Prior to or together with submission of the current Capital Expenditures plan, Tenant shall provide a report and evidence ("Annual CapEx Report") of the actual Capital Expenditures in the previous CapEx Year, together with a comparison to the approved Capital Expenditures plan for such previous CapEx Year. Landlord may reasonably request more information to demonstrate the Capital Expenditures, and may upon reasonable request audit actual Capital Expenditures for compliance with the requirements of this Article VII, Section 3.

(e) If following the delivery of the Annual CapEx Report Tenant has not satisfied or caused to be satisfied the minimum Capital Expenditure requirements set forth in Article VII, Section 3(b) for the previous CapEx Year, then on or prior to the tenth (10th) business day of the current CapEx Year, Tenant shall deposit into a segregated drawing account ("CapEx Reserve Account") an amount equal to the difference, if any, between (i) the minimum expenditure requirement set forth in Article VII, Section 3(b) for the previous CapEx Year and (ii) the actual amount of Capital Expenditures made by the Tenant during the previous CapEx Year, including, if applicable, after the thirtieth (30th) CapEx Year, any such difference applicable to the First Extraordinary CapEx Investment and after the forty-seventh (47th) CapEx Year, any such difference applicable to the Second Extraordinary CapEx Investment. During any time when Tenant is obligated to perform and comply with the foregoing, so long as Tenant shall make the deposits to the CapEx Reserve Account as and when required, Tenant shall not be deemed in breach of Article VII, Section 3(b), and shall have the right from time to time to use funds on deposit in the Capital Reserve Account to pay for the costs of Capital Expenditures in accordance with the applicable project budget and applicable Capital Expenditures plan and any other Capital Expenditures necessitated by any emergency or unforeseen circumstance, but Tenant may not otherwise withdraw funds out of the CapEx Reserve Account. Expenditures paid out of the CapEx Reserve Account shall not constitute Capital Expenditures for purposes of measuring the Capital Expenditures required pursuant to Sections 3(b)(i) and (ii) above. If the balance in the CapEx Reserve Account exceeds Fifteen Million Dollars ($15,000,000) Tenant shall establish documentation reasonably acceptable to Landlord pursuant to which Landlord shall have a perfected security interest in the CapEx Reserve Account securing Tenant's obligations to Landlord under this Article VII, Section 3, subordinate to any security interest therein in favor of a Leasehold Mortgagee. Upon expiration or termination of this Lease, Tenant shall transfer to Landlord, free and clear of any security interest in favor of a Leasehold Mortgagee, all funds then remaining in the CapEx Reserve Account.

(f) Landlord's approval of a Capital Expenditures plan shall not constitute waiver of the remaining terms and conditions of Article VII, Section 2 applicable to Alterations and Tenant Improvements, or except for any carryforward approved by Landlord pursuant to

(c) above, of Tenant's obligation to make or cause to be made actual Capital Expenditures in the amounts required pursuant to Article VII, Section 3(b).

ARTICLE VIII
Other Covenants

Section 1: Pursuit of NBA and NHL Franchises

(a) During the Term of this Agreement, Tenant shall use commercially reasonable efforts to pursue an NBA team and an NHL team to be the resident home teams and play their home games at the Arena. Landlord will cooperate in good faith in such activities as reasonably requested by Tenant from time to time and as agreed to by Landlord, at Tenant's cost. As between Landlord and Tenant, Tenant (and not Landlord) will bear all costs of improvements to or enhancements of the Arena that may be required by the NBA, NHL, or any other third party, as applicable, in connection with obtaining and maintaining such team(s).

(b) Subject to NBA approval and applicable rules, regulations, requirements, and agreements of the NBA, Tenant or an Affiliate of Tenant shall use commercially reasonable efforts to acquire the right to use the "Seattle Sonics / Supersonics" name, in connection with Section 1(a) above.

Section 2: Community Fund and Charitable Funding Commitment

Tenant shall cause the establishment of a giving body (the "Giving Council") to administer a community fund (the "Community Fund"). The Giving Council shall be composed of nine (9) total voting members and one (1) non-voting member as follows: (a) voting members shall be comprised of (i) two (2) members appointed by Tenant; (ii) one (1) member appointed by the resident NHL team; (iii) one (1) member appointed by the resident WNBA team (Seattle Storm); (iv) two (2) members from local community organizations (with staggered terms to ensure continuity); (v) two (2) members who are representatives of Seattle Center resident organizations (with staggered terms to ensure continuity); and (vi) one (1) at-large member mutually appointed by Tenant and the Mayor's office; and (b) one (1) non-voting member shall be appointed by the Seattle Center Director to represent Seattle Center.

Tenant shall commit, whether directly or through the Giving Council, to at least Twenty Million Dollars ($20,000,000) in donations (the "Charitable Funding Commitment"), it being understood that for the Community Fund contribution described below, at least fifty percent (50%) of each donation shall be in cash (inclusive of any NHL and/or NBA team franchise contributions), and that the balance of each donation may be either cash or in-kind and that for the YouthCare contribution described below it shall be as mutually agreed to by YouthCare and Tenant. Consistent with the public pledge made by Tenant, Ten Million Dollars ($10,000,000) of the Charitable Funding Commitment shall be made by Tenant to YouthCare on terms mutually agreed to by YouthCare and Tenant pursuant to a separate written agreement to fund and support programs and services related to youth homelessness. Funding provided to YouthCare shall not be subject

to the oversight of the Giving Council or otherwise subject to the grant process described below. For the remainder of the Charitable Funding Commitment, Tenant shall cause the Giving Council to cooperate in good faith with Seattle Center's resident organizations and stakeholders in the surrounding neighborhood for input and guidance to identify appropriate beneficiaries for disbursement.

The Community Fund shall support the efforts of Seattle Center resident organizations and impacted neighborhood and community organizations targeted to youth, arts, music, and culture. The Community Fund, acting through its Giving Council, shall make strategic investments in projects, programs, internships, and other investments that address critical needs in these areas, while building citywide partnerships and leveraging City, philanthropic, and other partners to achieve larger community development goals. The Giving Council will administer an annual grants program and make decisions on annual funding awards, operating from ongoing 3-year strategic plans to ensure broader vision and strategy. The Giving Council shall solicit annual grant proposals which respond to the established goals in the 3-year strategic plan timeframe. The Giving Council will use the RSJ Equity Toolkit as a filter for forming strategic plans and annual review of grant proposals.

The Giving Council shall engage the Seattle Center Foundation or a similar body as "Grant Manager" for administrative and grantmaking support. The Grant Manager may also serve as fiscal agent for emerging organizations, if needed or requested by Tenant. The Grant Manager shall prepare an annual report of the Giving Council and shall report regularly to the Seattle Center Director and Seattle Center Advisory Commission on the Community Fund's performance. Such annual report shall include specific metrics for outcomes delivered to the community and resident organizations on the Seattle Center campus, and shall be posted on-line and accessible to the community. Tenant shall be responsible for all costs of administration of the Community Fund, which costs shall not be paid from the Community Fund balance.

Tenant shall coordinate with its subtenants, the Giving Council, and the Grant Manager to identify opportunities for cross-promotion with members of impacted neighborhood organizations on and off Seattle Center campus, which opportunities might include: (i) advertising at Arena events, (ii) package deals such as dinner/event tickets, (iii) display of art of local artists on the interior walls of the Arena, (iv) inclusion of local musicians in programs, (v) participation in a marketing campaign for businesses and community organizations, and (vi) community branding efforts and local arts events.

For purposes of establishing Tenant's fulfillment of the Charitable Funding Commitment, valuation of in-kind contributions shall be based upon reasonable factors, including but not limited to the following: (i) when available, face value shall be used (for example the price of a ticket), (ii) advertising shall be valued based upon rates charged to third parties for comparable advertising, and (iii) when applicable, out of pocket expenses. In addition to the audit rights under Article III, Section 11, Tenant shall provide an annual report of its in-kind contributions which it intends to credit to the Charitable Funding Commitment, which shall be available for community review and comment.

Section 3: Community Benefits

(a) Continuation of Community Liaison Role

The Parties acknowledge that before the Effective Date, Tenant retained a full-time community liaison (the "Community Liaison"). The Community Liaison's responsibilities during construction of the Initial Tenant Improvements are described in the Development Agreement. Following completion of the Initial Tenant Improvements, Tenant shall continue to retain a Community Liaison throughout the Term of this Agreement to coordinate with communities affected by Arena operations (agreed to be the broader areas generally defined as First Avenue West, Valley Street, Fifth Avenue North, and Denny Way, subject to adjustment from time-to-time) and to perform other duties described under the Seattle Center Integration Agreement, and duties mutually agreed upon from time-to-time by Tenant and Landlord.

(b) Monthly Meetings

Following completion of the Initial Tenant Improvements, the Community Liaison will staff and coordinate monthly meetings between the City, Tenant and the Community Coordination Committee established under the Development Agreement. However, the Parties acknowledge that the need for meetings with communities impacted by Arena operations may fluctuate through the Term of this Agreement. The frequency of the meetings may be reduced or increased upon reasonable recommendation of the Community Coordination Committee.

(c) Ombudsperson

The Seattle Center Director has appointed a Seattle Center staff person to act as an ombudsperson to facilitate communications between impacted communities, Tenant and City Departments and to perform other duties described in the Development Agreement. Subject to funding availability, the Seattle Center Director will continue the appointment for two (2) years following completion of the Initial Tenant Improvements. Thereafter the Seattle Center Director reserves the right to review the need for the position and modify or discontinue the appointment based upon other Seattle Center staffing needs.

(d) Clean and Safe

Community Liaison will coordinate and communicate regularly with Seattle Center, resident organizations and adjacent communities regarding Tenant's maintenance of the public areas around the Arena as further provided under the Seattle Center Integration Agreement.

(e) Meeting Space

From and after the Operating Term Commencement Date 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 to address Arena operations with the community.

(f) Affordable Housing

Tenant shall pay such affordable housing impact mitigation payment as and when required by Legal Requirements. In addition, Tenant hereby voluntarily agrees to make an additional affordable housing impact mitigation payment (the "Affordable Housing Payment") to the City in an amount equal to (x) Two Million Five Hundred Thousand Dollars ($2,500,000), minus (y) the affordable housing impact mitigation payment required by Legal Requirements with respect to the Initial Tenant Improvements. Tenant shall pay the Affordable Housing Payment during the first two full calendar year after the Operating Term Commencement Date; provided that if the Operating Term Commencement Date does not occur by October 30, 2020, any extension of payment in full beyond October 30, 2022, shall be in Landlord's discretion.

Section 4: Community Events

From and after the Operating Term Commencement Date, at the request of Landlord, Tenant shall make available to Landlord or Landlord's designees ("Community Event Designees") use of the Arena (including the loading dock and associated parking spaces) to host community events, but not the exclusive use spaces for the Seattle Storm, or, if applicable, resident NHL or NBA tenants, at no charge to Landlord or its designee for the use of such spaces for purposes of such hosted events, for up to fourteen (14) days per calendar year (each a "Community Event"). Subject to any priority calendar holds by resident NHL, WNBA or NBA teams, as applicable, Community Events shall include

(i) up to six (6) consecutive days during Labor Day weekend for the annual Bumbershoot Festival, including one (1) day immediately preceding the first gated festival day for move-in purposes and until 11:59 p.m. on the day following the last gated festival day for move-out purposes, provided, that for the annual Bumbershoot Festival, the only NHL, WNBA, or NBA priority calendar holds that shall apply are those required by the NHL, WNBA, or NBA to be held and observed by all member franchises;

(ii) up to eight (8) consecutive days during an annually recurring time period for the annual four (4) day Seattle/King County Clinic, held over a weekend including two (2) days immediately preceding the clinic and until 11:59 p.m. on the second day following the clinic for move out; and

(iii) use of remaining days of the fourteen (14) day allocation, if any, for other Community Events.

Community Events, other than the Bumbershoot Festival and the Seattle/King County Clinic, shall occur on days that the Arena is available or can be made available. The Parties acknowledge that a festival event such as the Bumbershoot Festival, while a Community Event, is designed in part

to earn a profit and may compete with the operations or booking opportunities of the Arena. Community Events, other than Bumbershoot and the Seattle/King County Clinic, shall not be designed to earn a profit or otherwise compete with the operations or booking opportunities of the Arena. Sections 4.8 through 4.10, inclusive, of the Seattle Center Integration Agreement shall govern the scheduling, duration, certain operational matters, and allocation of costs and expenses for all Community Events. Tenant and Landlord and/or the Community Event Designee shall enter into a separate agreement that shall govern Landlord's or its designee's use of the Arena for each Community Event, which shall include reasonable and customary provisions for insurance, indemnification, security, load-in/load-out, staffing, and clean-up. Any such agreement shall comply with the terms and conditions for Community Events under this Agreement and the Seattle Center Integration Agreement.

Section 5: Affordability and Access

Tenant acknowledges the importance of providing opportunities for patrons of all income-levels to enjoy programming at the Arena and to have a positive and memorable fan experience. Accordingly, in determining the quantity and placement of standard versus premium seating at the Arena, Tenant shall use commercially reasonable efforts to have seats at a range of price points that are equitably distributed throughout the Arena bowl. Furthermore, Tenant shall collaborate in good faith with its anchor tenants and its community partners to identify regular opportunities to make reduced-priced tickets available in furtherance of promoting greater access to Arena events.

Section 6: City Transportation Fund

Landlord will establish a separate fund or account (the "City Transportation Fund") to be managed in the sole discretion of Landlord for the benefit of the public, considering input from stakeholders affected by the development of the Initial Tenant Improvements and the ongoing operation of the Arena, and used to fund transportation improvements in the neighborhoods surrounding Seattle Center. The City Transportation Fund will fund some of the projects identified in the MAP, including projects that may improve network connectivity for people of all ages and abilities to walk and bike, enhance transit service and connectivity, and improve overall traffic management in the Seattle Center area. The City will seek other public and private partners and funding for the purposes of advancing the objectives of the City Transportation Fund, including, but not limited to, King County and the Port of Seattle. Tenant shall remit Annual Transportation Payments in the aggregate amount of Forty Million Dollars ($40,000,000) towards this City Transportation Fund as set forth in Article III, Section 4 of this Agreement. Tenant's Annual Transportation Payments will not be made available to Tenant to fund Tenant's Project mitigation obligations identified as part of the EIS.

Section 7: Sale of Alcoholic Beverages

Tenant shall have the right to sell alcoholic beverages at the Premises consistent with the requirements and limitations of all Legal Requirements. As between Landlord and Tenant, Tenant shall assume all liability resulting from Tenant's sale of such alcoholic beverages at the Premises.

Section 8: Labor Harmony

Tenant shall enter into one or more labor harmony agreements (each a "Labor Harmony Agreement") if labor organizations which represent workers in Seattle have indicated or may indicate their intent to organize operation and maintenance workers at the Premises. Each Labor Harmony Agreement shall contain provisions under which the labor union, for itself and its members, agrees to limit the right to engage in concerted economic action at the Premises aimed at bringing economic pressure to bear against Landlord and Tenant, including limitations of activities such as striking, picketing, lock outs, boycotting or any other disruptive labor action. Tenant shall maintain its Labor Harmony Agreements for the duration of the Term of this Agreement to ensure Landlord's uninterrupted revenues, whether arising directly or indirectly, from the operation of the Premises or Arena. Tenant shall provide a copy of each executed Labor Harmony Agreement to Landlord promptly following its execution. Tenant shall ensure that the obligation to enter Labor Harmony Agreements is included in all agreements with concessionaires, contractors, sub-contractors, sub-concessionaires, operators, assignees, or developers acquiring the right to develop or operate business opportunities at or within the Premises.

Section 9: Community Liaison and Outreach Program

In connection with its development of the Premises, including completion of the Initial Tenant Improvements, Tenant shall hire a full-time community liaison who will run day-to-day outreach operations. This individual will coordinate efforts with Tabor 100, Landlord, and other local community organizations to ensure that Tenant's hiring practices minimize barriers to entry for WMBEs and underrepresented communities. The community liaison will partner with local schools, colleges, and universities, along with community groups, to create job shadowing opportunities and mentoring connections that highlight women and minorities in leadership.

Section 10: Arts

(a) Arts Funding

(i) *Art Investment*. In addition to Tenant's investment in permanently-sited works of art under Section 11 of the Development Agreement, Tenant shall make an investment in the arts in the amount of $1,750,000, payable to Landlord in ten annual installments of $175,000 each, adjusted as described in this Section (the "Annual Art Investment"). The first Annual Art Investment shall be payable on the Operating Term Commencement Date, and thereafter shall be payable on each anniversary of the Operating Term Commencement Date. Beginning with the second Annual Art Investment, such Annual Art Investment shall be adjusted by the Escalator based upon the prior twelve-month period.

(ii) *Office of Arts and Culture*. Landlord shall administer the Annual Art Investment through the Seattle Office of Arts and Culture ("ARTS"). Working closely with the Arena Community Advisory Group, Uptown Arts and Cultural District, and the Seattle Arts Commission, ARTS will develop a competitive granting program to distribute funds, which may include matching funding from other sources, a public art experience

suitable for the Arena environs, including infrastructure and programming intended to support the vibrant arts community in Uptown and Belltown. Additionally, these investments will be made with a lens of equity and social justice.

(iii) *Plaza Programming*. Tenant shall meet and confer with ARTS, resident organizations and community organizations in the surrounding Uptown community to pursue in good faith programming that supports and enhances the public plaza spaces surrounding the Arena (both within the Premises and within adjoining Seattle Center Common Areas), on both event days and non-event days to ensure the plazas surrounding the Arena remain active and engaging public spaces that serve the surrounding community as well as patrons of ticketed events.

(b) Installation or Integration of Works of Visual Art

As used in this Section 10, "work of visual art" has the meaning provided under 17 U.S.C. §101, and "building art" means any work of visual art which is installed or integrated into the Premises if the removal of that work of visual art will result in, or is reasonably likely to result in, its damage, distortion, mutilation, modification or destruction, as defined and described under VARA. Tenant shall not install or integrate any work of visual art or building art at the Premises unless Tenant first delivers to the Landlord a waiver of the artist/author/creator's rights of attribution and integrity regarding the art pursuant to VARA and 17 U.S.C. §101, which shall be executed by the artist/creator and Landlord. The waiver shall expressly be for the benefit of Landlord, and enforceable by Tenant and Landlord and their respective successors and assigns. Tenant shall protect, defend, and hold Landlord harmless from and against any and all claims, suits, actions, or causes of action, damages, and expenses (including attorneys' fees and costs) arising as a consequence of (i) the installation or integration of any work of visual art on or into the Premises; or (ii) the destruction, distortion, mutilation, or other modification of such art work that results by reason of its removal; or (iii) any violation of VARA by Tenant or any of the Tenant Parties. This indemnification obligation shall exist regardless of whether Landlord or any other person employed by Landlord has knowledge of such installation, integration, or removal, or has consented to any such action or is not required to give prior to consent to any such action. The indemnification obligation of this Section 10 shall survive the expiration or earlier termination of this Agreement.

(c) Ownership

As between Tenant and Landlord, Tenant shall own and maintain all works of visual art and building art installed or placed on the Premises by Tenant. At expiration or termination of the Term, building art and any other site-specific art shall be addressed in the turnover plan developed under Article XX, Section 3, provided that Tenant shall remain solely responsible for the removal and ownership of any building art for which Tenant shall have failed to obtain a waiver in compliance with clause (a) above. For any artwork identified in the turnover plan for surrender to Landlord, Tenant shall provide any bill of sale,

intellectual property rights, assignment, and any other document reasonably necessary to transfer ownership to Landlord. Otherwise, Tenant shall retain and remove all other works of visual art installed or placed on the Premises by Tenant.

ARTICLE IX
Insurance

Section 1: Insurance to be Procured by Tenant

Throughout the Term of this Agreement, Tenant shall (and shall cause its sublessees, contractors, licensees and concessionaires to) procure and maintain at all times in full force and effect, at no cost to Landlord, the insurance specified in Exhibit G attached hereto (or its then-available equivalent in accordance with Section 4 below), in compliance with and subject to and upon the conditions described in Exhibit G.

Section 2: Compliance with Insurance Requirements

No use shall be made by Tenant or permitted by Tenant to be made on, to, or of the Premises, nor act done, which will cause the cancellation of any insurance policy covering the Premises, nor shall Tenant sell or permit to be kept, used, or sold in and about the Premises any article which may be prohibited by the standard form of fire insurance policy. Tenant shall, as Tenant's sole cost and expense, comply with any and all requirements pertaining to the Premises of any insurance organization or company necessary for the maintenance of the insurance required by this Agreement.

Section 3: Disposition of Insurance Proceeds

If the Premises, including any Improvements are partially or totally destroyed from a risk covered by insurance required by this Article IX, then Tenant shall make the loss adjustment with the insurance company insuring the loss unless the projected loss exceeds Ten Million Dollars ($10,000,000), in which event Landlord shall have reasonable approval of the loss adjustment. The insurance proceeds allocable to the damaged Improvements shall be paid directly to a title company mutually selected by Landlord and Tenant, hereinafter referred to as the "Insurance Trustee". All sums deposited with the Insurance Trustee in accordance with the foregoing shall be held, administered, and disbursed in accordance with this Section 3 and Article X below. In connection with the foregoing, the Insurance Trustee shall have the following powers and duties:

(a) The sums shall be paid in installments (no more frequently than monthly) by the Insurance Trustee to the contractor retained by Tenant as construction progresses, for the payment of the cost of repair or demolition and restoration, as applicable. A ten percent (10%) retention fund shall be established that will be paid to the contractor on the completion of construction, payment of all costs, expiration of all applicable lien periods, and proof that the Premises and the Initial Tenant Improvements are free of all mechanic's liens and lienable claims.

(b) Payments shall be made on presentation of certificates or vouchers from the architect or engineer retained by Tenant showing the amount due, a sworn construction

statement from the general contractor, an updated project budget, and any and all other documentation reasonably requested by Landlord or the Insurance Trustee so that the escrowed funds are disbursed in accordance with customary construction disbursement procedures. If the Insurance Trustee, in its reasonable discretion, determines that the certificates or vouchers are being improperly approved by the architect or engineer retained by Tenant, the Insurance Trustee shall have the right to appoint an architect or an engineer to supervise construction and to make payments on certificates or vouchers approved by the architect or engineer retained by the Insurance Trustee. The reasonable expenses and charges of the architect or engineer retained by the Insurance Trustee shall be paid by the Insurance Trustee out of the sums previously deposited with the Insurance Trustee.

(c) Upon final completion of such restoration or construction, the architect or engineer retained by Tenant shall deliver to Landlord and Insurance Trustee a certificate of completion, a certification that such work was completed in accordance with all approved plans and specifications and applicable Legal Requirements, an updated project budget, final, unconditional lien waivers, and any and all other documentation reasonably requested by Landlord or the Insurance Trustee so that the escrowed funds are disbursed in accordance with customary construction disbursement procedures.

(d) Any sums not disbursed by the Insurance Trustee after construction has been completed and final payment has been made to Tenant's contractors shall be paid to Tenant.

All actual costs and expenses of the Insurance Trustee shall be paid by Tenant from the funds escrowed with Insurance Trustee. If the Insurance Trustee resigns or for any reason is unwilling to act or continue to act, Landlord and Tenant shall agree upon a substitute institutional lender or title company as a new Insurance Trustee. Landlord and Tenant shall each execute all documents and perform all acts reasonably required by the Insurance Trustee to perform its obligations under this Article. Without limiting the foregoing, upon request by Landlord or Insurance Trustee, at the time the funds are deposited with the Insurance Trustee, Landlord, Tenant and the Insurance Trustee shall enter into a commercially reasonable form of disbursing agreement that describes the terms and conditions under which Insurance Trustee shall disburse the escrowed funds, which shall be consistent with the terms and conditions of this Agreement.

Section 4: Periodic Review of Coverage

Landlord and Tenant shall jointly review applicable insurance coverages every three (3) years, and shall mutually agree upon appropriate coverages, limits and deductibles, and all such coverages, limits, and deductibles shall be at commercially reasonable levels and meet the established Insurance Standard. If Landlord and Tenant cannot agree on such coverage, the amount of such coverage shall be increased every three (3) years to reflect the increase in the CPI over such period. If, because of disruptive events affecting the insurance market, the premium cost for one or more levels of coverage required to be maintained by Tenant pursuant to this Article IX has become commercially unreasonable or such coverage is otherwise not commercially available, then Tenant shall be permitted to maintain similar coverages, limits, and deductibles as may be available at commercially reasonable costs, but in all events, shall maintain coverages, limits, and deductibles that meet the Insurance Standard. In the event that Tenant asserts that the premium cost for one or

more levels of coverage has become commercially unreasonable or otherwise not commercially available as contemplated in the preceding sentence, then Tenant shall have the burden of proof with respect to the fact that such coverage is commercially unreasonable, and that the coverages, limits, and deductibles that Tenant proposes to maintain meet the Insurance Standard. In the event that Tenant asserts that it should be permitted to modify its coverages, limits or deductibles as contemplated in the preceding two sentences, then it shall provide notice to Landlord no less than thirty (30) days prior to such time as Tenant proposes to modify such coverages, limits or deductibles and Landlord shall have the right to Approve such proposed modifications.

Section 5: Waiver of Claims and Subrogation

To the extent permitted by applicable law, and without affecting the insurance coverages required to be maintained hereunder, Landlord and Tenant each waive all rights of recovery, claim, action or cause of action against the other for any damage to property, and release each other for same, to the extent that such damage (i) is covered (and only to the extent of such coverage, but without reduction for deductibles) by insurance actually carried by the Party holding or asserting such claim or (ii) would be insured against under the terms of any insurance required to be carried under this Agreement by the Party holding or asserting such claim. This provision is intended to restrict each Party (if and to the extent permitted by Legal Requirements) to recovery against insurance carriers to the extent of such coverage and to waive (to the extent of such coverage), for the benefit of each Party, rights or claims which might give rise to a right of subrogation in any insurance carrier. Neither the issuance of any insurance policy required under, or the minimum limits specified herein shall be deemed to limit or restrict in any way Landlord's or Tenant's liability arising under or out of this Agreement pursuant to the terms hereof. As between Tenant and Landlord, Tenant shall be liable for any losses, damages or liabilities suffered or incurred by Landlord as a result of Tenant's failure to obtain, keep, and maintain or to cause to be obtained, kept, and maintained, the types or amounts of insurance required to be obtained, kept, or maintained by Tenant under the terms of this Agreement.

ARTICLE X
Casualty Damage, Destruction, and Restoration

Section 1: Casualty Damage

In the event of damage to or destruction of any or all of the Premises, including any Improvements (excluding therefrom ordinary wear and tear requiring maintenance and routine repairs) during the Term of this Agreement, this Article X shall apply. No casualty damage shall abate, suspend or reduce Tenant's obligations to pay amounts payable pursuant to this Agreement, including all amounts payable pursuant to Articles III and IV, unless and until this Agreement may have been duly terminated in accordance with Section 3 below. Notwithstanding the foregoing, if such damage or destruction renders substantially all of the Premises substantially or entirely un-useable for a period in excess of thirty (30) days, and Tenant is not entitled to or desires to not terminate this Agreement, then the Parties shall meet and confer in good faith on an equitable adjustment to the timing or amount of Tenant's obligations hereunder in light of the applicable facts and circumstances (including the availability of insurance coverage to Tenant).

Section 2: Minor Damage or Destruction

If the time reasonably required to repair or reconstruct the Improvements to a condition sufficient to operate for the Permitted Use (the "Repair Time") is reasonably expected to be less than twenty-four (24) months ("Minor Damage"), Tenant shall promptly commence and thereafter diligently complete such repair and reconstruction of the portion of the Premises so damaged or destroyed in accordance with Section 4 below; provided, however, if the estimated Repair Time would exceed the then-remaining Term of the Lease, then either (i) Tenant shall promptly commence and thereafter diligently pursue such repair and reconstruction as can reasonably be completed within the then-remaining term, or (ii) Tenant may elect by notice given within thirty (30) days after such Minor Damage to terminate this Agreement; and in either such case promptly upon termination Tenant shall remit to Landlord any insurance proceeds received in respect to such Minor Damage that was not so repaired or reconstructed. The proceeds derived from insurance maintained pursuant to Article IX shall be made available in accordance with the terms of Article IX to effect such repair and restoration.

Section 3: Major Damage or Destruction

If the time reasonably required to repair or reconstruct the Improvements to a condition sufficient to operate for the Permitted Use is reasonably expected to be twenty-four (24) months or more ("Major Damage"), and provided Tenant shall have maintained insurance in compliance with the requirements of this Agreement, and has caused to be duly assigned to Landlord all right, title and interest of Tenant and Leasehold Mortgagee to all insurance proceeds payable on account of such Major Damage, and has paid to Landlord any "deductible" or coinsurance applicable to such Major Damage, then within ninety (90) days after the casualty event giving rise to such Major Damage, Tenant may by notice to Landlord and if permitted pursuant to Article XIII elect to terminate this Agreement. In the event of any dispute between Landlord and Tenant whether damage is Major Damage, the issue shall be referred within thirty (30) days to a general contractor or construction manager with substantial experience in the construction of comparable arenas, as reasonably proposed by Landlord and reasonably approved by Tenant, for an expeditious decision and the decision of such party shall be definitive.

Section 4: Repair and Reconstruction of Minor and Major Damage

Unless Tenant duly elects to terminate this Agreement pursuant to Section 3 above and subject to the limitation set forth in Section 2 above, Tenant shall promptly and diligently effect repair and reconstruction of the portion of Improvements so damaged or destroyed to substantially its condition prior to the occurrence of the applicable Minor or Major Damage, with (i) such alterations required to comply with applicable Legal Requirements, and (ii) together with changes to conform to then prevailing construction practices and such other changes that Tenant may reasonably desire, provided such changes are consistent with the other terms of this Agreement and changes described in (ii) above are approved by Landlord in accordance with the terms of Article VII. Landlord and Tenant agree that the proceeds derived from insurance maintained pursuant to Article IX shall be made available to effect such repair. If the available insurance proceeds are not adequate to cover the estimated cost of repair, then, within a reasonable time after such shortfall is determined and, in any event, prior to the commencement of any repair work

(other than emergency repairs), Tenant shall provide Landlord with assurances reasonably satisfactory to Landlord that a sufficient sum will be made available to cover such shortfall, and such shortfall funds will be advanced by Tenant prior to any advance of insurance proceeds. Additionally, Landlord may require a separate construction agreement for repair and reconstruction work of Major Damage, which agreement would address schedule, coordination and other terms comparable to those set forth in the Development Agreement.

Section 5: Termination of Lease Following Major Damage

In the event of Major Damage if Tenant duly elects pursuant to Section 3 above to terminate this Agreement, such termination of this Agreement shall take effect ninety (90) days following Tenant's notice to Landlord of its election to terminate this Agreement and assignment and payment of insurance proceeds and deductibles and coinsurance pursuant to Section 3 above.

ARTICLE XI
Condemnation

Section 1: Effect of Total Condemnation

In the event that there shall be a Total Taking of the Premises during the Term of this Agreement, Tenant may elect in its sole discretion to cause the Leasehold Estate hereby created in the Premises to cease and terminate as of the date title to the Premises is taken by the condemnor. On termination of this Agreement by a Total Taking of the Premises, all rentals and other charges payable by either Party to or on behalf of the other under the provisions of this Agreement shall be paid (or refunded to the extent rent has been prepaid) up to the date on which actual physical possession of the Premises shall be taken by the condemnor, and the parties hereto shall thereafter be released from all further liability in relation thereto, except for matters that survive the termination of this Agreement.

Section 2: Effect of Partial Condemnation

In the event that there shall be a Partial Taking of the Premises during the Term of this Agreement, this Agreement shall terminate as to the portion of the Premises so taken on the date title is taken by the condemnor or at the time the condemnor is authorized to take possession of said real property as stated in the order for possession, whichever is earlier. If there is a Partial Taking which results in a functional Total Taking (as defined under Article I), Tenant may give written notice of termination to Landlord within thirty (30) calendar days after Landlord shall have given Tenant written notice of said taking, or in the absence of said notice, within ten (10) calendar days after the condemnor is authorized to take possession as stated in the order for possession. If Tenant fails to timely elect to terminate, this Agreement shall continue in full force and effect as to the remainder of the Premises not so taken, and Tenant shall restore the remaining Premises as may be required; provided that if the functionality of the Arena is materially impaired by such Partial Taking the Baseline Rent Payment to be paid by Tenant shall thereafter be equitably adjusted. If the Parties cannot agree upon an equitable proportion of rent to be abated, the amount shall be determined in accordance with the procedures set forth in Article XIX, Section 3.

Section 3: Award

Any compensation or damages awarded or payable because of the taking of all or any portion of the Premises by eminent domain shall be allocated between Landlord and Tenant as follows:

(a) The award for the Taking shall be allocated between Landlord and Tenant in proportion to the respective values at the time of taking of Landlord's and Tenant's respective right, title and interest in the Premises and this Agreement. Such values shall be established by the same court of law or other trier of fact that establishes the amount of the condemnation award, but if there is no court of law available or willing to determine Landlord's and Tenant's respective interests, those interests shall be determined in accordance with the procedures set forth in Article XIX, Section 3. The foregoing shall not limit Tenant's right to separately pursue additional compensation or damages for lost revenues, business interruption and moving expenses, provided such additional compensation does not reduce the award for the Taking, and Tenant (subject to rights of Leasehold Mortgagee) shall be solely entitled to any such additional compensation or damages free and clear of any claim by Landlord.

(b) The term "time of taking" as used in this subsection shall mean 12:01 a.m. of whichever shall occur first, the date title or the date physical possession of the Premises or any portion thereof is taken by the agency or entity exercising the eminent domain power.

Section 4: Temporary Taking

If the whole or any part of the Premises or of Tenant's interest under this Agreement shall be taken or condemned by any competent authority for its temporary use or occupancy (meaning a duration of less than thirty (30) days), Tenant shall continue to pay, in the manner and at the times herein specified, the full amounts of the Baseline Rent Payment, and all other charges payable by Tenant hereunder, and this Agreement shall continue and, except only to the extent that Tenant may be prevented from so doing pursuant to the terms of the order of the condemning authority, Tenant shall perform and observe all of the other terms, covenants, conditions and obligations hereof upon the part of Tenant to be performed and observed, as though such taking or condemnation had not occurred. In the event of any such temporary taking, or condemnation Tenant shall (subject to rights of Leasehold Mortgagee) be entitled to receive the entire amount of any award made for such taking, whether paid by way of damages, rent or otherwise, unless such period of temporary use or occupancy shall extend to or beyond the expiration date of the Term of this Agreement, in which case such award shall be equitably apportioned between Landlord and Tenant as of such date of expiration of the Term of this Agreement.

ARTICLE XII
Assignment, Transfer, and Subletting

Section 1: Assignment, Transfer, Sublease, and License

(a) Transfer Restriction

Until the later of (i) the Rent Commencement Date, or (ii) the date that the Initial Tenant Improvements have been finally completed in accordance with the Development Agreement (such later date being the "Transfer Date"), Tenant may not Transfer its interest in this Agreement without Landlord's prior written approval, in Landlord's sole discretion; provided, however, that Tenant may Transfer its interest in this Agreement without Landlord's prior written approval to a Leasehold Mortgagee of the Premises that is a Qualified Financial Institution, or (b) as otherwise expressly permitted below in this Article XII. After the Transfer Date, except as otherwise set forth in this Agreement, Tenant may not Transfer its interest in this Agreement without Landlord's prior written approval, such approval not to be unreasonably withheld, conditioned or delayed after Landlord's receipt of the information required pursuant to subsections (b) and (d) below; provided that Tenant may upon notice to Landlord and compliance with subsections (b), (d) and (e) below, Transfer its interest to an Affiliate of Tenant without the consent of Landlord. Landlord's consent to a Transfer shall not be deemed to be a consent to any subsequent Transfer. Notwithstanding anything to the contrary contained in this Agreement, any agreement between Tenant and an OVG Party appointing such OVG Party as a facilities manager for the Premises shall not be considered a "Transfer" hereunder.

(b) Requests for Approval

If Tenant desires to effect a Transfer, Tenant shall give Landlord at least sixty (60) days prior written notice thereof, which notice shall request Landlord's consent to the proposed Transfer (except such consent shall not be required as otherwise provided in clause (a) above with respect to a Leasehold Mortgage with a Qualified Financial Institution) and make available for Landlord's review the effective date, terms and conditions, and copies of any offers, draft agreements, letters of commitment or intent, and other documents pertaining to such proposed Transfer and a description of the identity, net worth and previous business experience of the proposed transferee, including, without limitation, copies of the proposed transferee's latest income, balance sheet and change-of-financial-position statements (with accompanying notes and disclosures of all material changes thereto) in audited form, if available, and certified as accurate by the proposed transferee. Tenant shall also promptly deliver to Landlord any further information which Landlord may reasonably request within thirty (30) days after receipt of Tenant's request for consent. Upon demand, Tenant shall pay to Landlord a reasonable charge to cover Landlord's administrative costs and attorneys' fees in considering any request for consent under this Article XII, whether or not such consent is granted, in an amount not to exceed Two Thousand Dollars ($2,000) (adjusted annually by CPI).

(c) Limitations

Any Transfer or purported Transfer that violates the terms and conditions of this Article XII shall be null and void and of no force and effect. Tenant may not make a Transfer during any period that Tenant is in default under this Agreement.

(d) Additional Assurances

No Transfer of all or substantially all of Tenant's interest in the Agreement, including a permitted Transfer to an Affiliate of Tenant, shall be made by Tenant unless and until Tenant and the proposed assignee or subtenant execute, acknowledge and deliver to Landlord an instrument in form and substance acceptable to Landlord in which, among such other matters as Landlord may reasonably require (i) Tenant assigns to the assignee its entire interest in this Agreement (without any lien thereon), together with all prepaid rent, and in the Development Agreement (for so long as it remains in effect) and the Seattle Center Integration Agreement (for so long as it remains in effect), and (ii) the assignee, for the benefit of Landlord, assumes and agrees to pay and perform and be bound by all of the terms, covenants and conditions of this Agreement and the Development Agreement (for so long as it remains in effect) and the Seattle Center Integration Agreement (for so long as it remains in effect); and (iii) Tenant agrees that it shall remain liable as contemplated by Article XII, Section 1(e) below. For the avoidance of doubt, but without limitation of any applicable non-disturbance and attornment agreement, the requirements of this clause (d) shall not apply to any Transfer by Tenant of its interest in this Agreement to a Leasehold Mortgagee of the Premises that is a Qualified Financial Institution.

(e) Obligations Continue

No Transfer or other assignment, and no subsequent modification of this Agreement, extension of the Term, extension of the time for payment or any other act, omission or occurrence which would (but for this provision) release a person in the position of Tenant or a surety, shall in any way release or relieve Tenant of its obligations under or in respect of this Agreement; provided, however, that the foregoing provision shall not apply to any Transfer or other assignment to a Qualified Transferee.

Section 2: Acknowledgement and Recognition of Future NHL Team Sublease

(a) Any future agreement by Tenant to sublease the Premises to TeamCo for use as the home venue of the Team shall not require Landlord's prior consent pursuant to this Agreement, provided that (i) such NHL team sublease provides (A) for a term running concurrently with the Initial Term (or balance thereof, as applicable), (B) that the Team, subject to any exception set forth in the Team Non-Relocation Agreement, will play all its home games at the Arena, and (C) that TeamCo be domiciled in Seattle, Washington, it being expressly understood that "domiciled" has the meaning given under Seattle Municipal Code 5.45.076(i.e. that the TeamCo shall maintain its corporate headquarters in Seattle, Washington), but TeamCo shall neither be required to maintain the Team's training facilities in Seattle, nor be required to have the Team's players and/or staff live in Seattle; and (ii) Landlord and TeamCo shall have entered into the Non-Relocation Agreement, which shall be applicable to the initial term of such sublease.

(b) TeamCo has submitted an application to the NHL to acquire the Team. As a condition to commencement of demolition under the Development Agreement, Landlord and TeamCo must execute and deliver the Team Non-Relocation Agreement, substantially in the form of Exhibit Q attached to the Development Agreement (the "Non-Relocation Agreement"). The obligations of TeamCo under the Non-Relocation Agreement are

subject to certain circumstances that are dependent upon the performance of Tenant, and accordingly Tenant agrees that it shall at all times (I) perform its obligations under the sublease with TeamCo, (II) enforce all obligations of TeamCo under the Tenant/TeamCo sublease and all related agreements between Tenant and TeamCo, and (III) operate, repair and maintain the Arena such that it is compliant with NHL Rules. Tenant shall not terminate the Tenant/TeamCo sublease, except if TeamCo fails to satisfy a judgment rendered by a court of competent jurisdiction in connection with a material breach of such sublease by TeamCo. Tenant shall not approve or permit any amendment to any provision of the Tenant/TeamCo sublease so as to adversely impact the rights of the City under the Non-Relocation Agreement, or TeamCo's ability to perform its obligations under the Non-Relocation 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. Tenant shall not take (or omit to take) any action so as to adversely impact the rights of City under the Non-Relocation Agreement, or TeamCo's ability to perform its obligations under the Non-Relocation Agreement. Tenant shall provide to the City a copy of the Tenant/TeamCo sublease, and each amendment thereto. Additionally, Tenant shall provide prompt written notice to the City of (1) any termination (threatened or actual) of the Tenant/TeamCo sublease, (2) any breach by TeamCo of any provision of the Tenant/TeamCo sublease, and (3) any assertion by TeamCo that Tenant has breached any provision of the Tenant/TeamCo sublease. Upon any notice to the City pursuant to the foregoing sentence or the occurrence of any circumstance under which Tenant would be required to give such notice, or any notice from TeamCo asserting breach by Tenant under the Tenant/TeamCo sublease, then the terms of clause (c) below, Article XIII, Section 18 and Article XIX, Section 2(a) shall apply.

(c) (i) TeamCo's obligations under the Non-Relocation Covenants (as defined in the Non-Relocation Agreement) are required by the Development Agreement and this Agreement, are unique, are the essence of the bargain and are essential consideration for this Agreement and the Ancillary Agreements; (ii) the NHL expansion club for Seattle, Washington (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 by Tenant caused by a default under clause (b) above, the effects of which would be suffered by Landlord, would be difficult, if not impossible, to ascertain, and (iv) having the Team play its regular season and post-season home games in the Arena provides a unique value to Landlord, including generating new jobs, additional revenue sources, economic development and increased tourism. Therefore, the parties hereto acknowledge and agree that there may under certain circumstances be no adequate and complete remedy at law to enforce clause (b) above, and that equitable relief by way of a decree of specific performance or an injunction (such as, without limitation, a mandatory injunction requiring Tenant to perform its obligations under clause (b) above) is under such circumstances an appropriate remedy for the enforcement of this Agreement. Furthermore, based on the foregoing, Tenant hereby agrees as follows (and Tenant shall not assert or argue otherwise in any action or proceeding):

(x) Significant obligations are being incurred by Landlord under this Agreement and the Ancillary Agreements and any default under clause (b) above may under certain circumstances constitute irreparable harm to Landlord for which monetary damages or other remedies at law will not be an adequate remedy.

(y) Landlord is entitled to obtain injunctive relief prohibiting action, directly or indirectly, by Tenant that causes or could reasonably be expected to cause a default under clause (b) above, or mandating action that averts or will avert a default under clause (b) above, or enforcing any covenant, duty, or obligation of Tenant hereunder through specific performance. Landlord is further entitled to seek declaratory relief with respect to any matter under this Section 2.

(ii) That, in any proceeding seeking relief for a default under clause (b) above, any requirement for Landlord 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 Tenant shall not assert or argue otherwise or request the same.

(iii) That Tenant 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 Landlord in respect of a default under clause (b) above 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 default under clause (b) above in accordance with the terms of this Agreement.

(iv) That the failure of Landlord to seek redress for violation of, or to insist upon the strict performance of, any provision of clause (b) above 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.

(v) Tenant 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.

(vi) Upon a default under clause (b) above, this clause (c) shall not be construed as limiting other legal and equitable remedies.

Section 3: Acknowledgement and Recognition of Future NBA Team Sublease

Any future agreement to sublease the Premises to an NBA team shall not require Landlord's prior consent pursuant to this Agreement, provided that (i) such NBA team sublease provides (A) for a term running concurrently with the Initial Term (or balance thereof, as applicable), (B) that the

team, subject to any exception set forth in the non-relocation agreement referenced below, will play all its home games at the Arena, and (C) that the team be domiciled in Seattle, Washington, it being expressly understood that "domiciled" has the meaning given under Seattle Municipal Code 5.45.076 (i.e., that the team shall maintain its corporate headquarters in Seattle, Washington), but the team shall neither be required to maintain its training facilities in Seattle, nor be required to have its players and/or staff live in Seattle; and (ii) there is a non-relocation agreement between Landlord and the NBA team, applicable to the initial term of such sublease and mutually agreeable to Landlord and the NBA team, as well as additional covenants, analogous to Sections 2(b) and (c) above and Article XIII, Section 18, to address circumstances in the non-relocation agreement that are dependent upon the performance of Tenant.

Section 4: Acknowledgement and Recognition of Seattle Storm Sublease

The Parties hereby mutually affirm the value and importance of maintaining the presence of a WNBA team in the Seattle region. The current WNBA team is the Seattle Storm, whose home court is at the Arena under that certain Facility Use Agreement dated on or about July 18, 2017 by and between Storm Subtenant and Landlord (the "Existing Storm Agreement"). The Parties shall use reasonable efforts to support the Seattle Storm or any successor WNBA team operating in Seattle at the Arena, which efforts may include, but not be limited to, amendments to the Existing Storm Agreement that are agreed upon between Tenant, Landlord and Force 10 Hoops, LLC. To that end, and to facilitate the Initial Tenant Improvements, Landlord shall be responsible for the cost of relocating the Storm Subtenant to another venue during the 2019 and 2020 WNBA seasons, as provided under the Existing Storm Agreement. Additionally, Tenant shall coordinate with the Storm Subtenant during the design and construction of the Initial Tenant Improvements and Tenant shall be responsible for providing the Storm Subtenant with comparable facilities at the Arena, as that term is defined under the Existing Storm Agreement, at Tenant's cost and expense. By no later than October 1, 2020, Tenant shall provide the Storm Subtenant a date offer for the 2021 WNBA season that complies with the date offer requirements in the Existing Storm Agreement and shall provide Landlord notice of the offer. No later than the Operating Term Commencement Date, Landlord shall assign to Tenant and Tenant shall assume from Landlord, pursuant to an Assignment and Assumption in the form of Exhibit K, all of Landlord's rights and obligations pursuant to the Existing Storm Agreement, including any amendments thereto.

Section 5: Pottery Northwest

No later than the date established under the Development Agreement for Landlord to deliver the South Site to Tenant for its use and occupancy, Landlord shall assign and Tenant shall assume, pursuant to an Assignment and Assumption in the form of Exhibit L, Landlord's rights and obligations under that certain Lease Agreement between the City and Pottery Northwest, Inc., a Washington non-profit corporation, dated effective as of August 6, 2013.

Section 6: Agreements with Concessionaires and Ticketing Agents

Tenant shall be permitted to enter into agreements with concessionaires, vendors, ticketing agents, and similar suppliers and service providers who might utilize space within the Premises on a temporary or continuous basis during the Term. Any agreement described in the foregoing

sentence shall not be considered a Transfer that requires Landlord's consent pursuant to this Agreement.

Section 7: Short-Term Agreements for Filming or Marketing Activations

Tenant shall be permitted to enter into short-term license or rental agreements (not to exceed thirty (30) days in duration) for television, web-series, and movie filming, as well as marketing activations for building sponsors. Any agreement described in the foregoing sentence shall not be considered a Transfer that requires Landlord's consent pursuant to this Agreement.

Section 8: Licenses for Private Events

Tenant shall be permitted to enter into short-term license or rental agreements (not to exceed fourteen (14) days in duration) for private events at the Premises, including but not limited to corporate meetings or conventions, trade shows, awards shows, and memorial services. Any agreement described in the foregoing sentence shall not be considered a Transfer that requires Landlord's consent pursuant to this Agreement.

ARTICLE XIII
Leasehold Mortgages

Section 1: Right to Obtain Leasehold Mortgages

Notwithstanding anything to the contrary contained in this Agreement, Tenant shall have the right, without Landlord's consent, to execute and deliver one or more leasehold mortgages encumbering Tenant's leasehold interest in the Premises (the "Leasehold Estate") at any time and from time to time provided that (A) no such leasehold mortgage shall encumber Landlord's fee interest in the Premises and the Improvements thereon (the "Fee Estate"), (B) the proceeds from the debt secured by such leasehold mortgage will not be used for purposes other than the design, development, construction, financing, management, maintenance, repair, replacement, leasing, or operation of the Premises or the refinancing of debt used for such purpose, and (C) each leasehold mortgagee must be a Qualified Financial Institution (each, upon satisfaction of such conditions and notice pursuant to Section 4, a "Leasehold Mortgage") and the holder thereof a "Leasehold Mortgagee." Landlord shall not be required to join in or subordinate the Fee Estate to any Leasehold Mortgage, and no such Leasehold Mortgage shall extend to or affect the Fee Estate. Each Leasehold Mortgage shall provide that the Leasehold Mortgagee shall send to Landlord copies of all notices of default sent to Tenant in connection with the Leasehold Mortgage or the debt secured thereby, provided that the failure to provide any such notice shall not affect the validity of the notice as against Tenant.

Section 2: Effect of a Leasehold Mortgage

Notwithstanding anything to the contrary in this Agreement, Tenant's making of a Leasehold Mortgage shall not be deemed to constitute an assignment of the Leasehold Estate, nor shall any Leasehold Mortgagee, as such, or in the exercise of its rights under this Agreement, be deemed to be an assignee or transferee or mortgagee in possession of the Leasehold Estate so as to require such Leasehold Mortgagee, as such, to assume or otherwise be obligated to perform any of

Tenant's obligations under this Agreement except when, and then only for so long as, such Leasehold Mortgagee has acquired ownership and possession of the Leasehold Estate pursuant to a Foreclosure Event or control of the Leasehold Estate through a receiver (as distinct from its rights under this Agreement to cure defaults or exercise Mortgagee's Cure Rights (defined below). No Leasehold Mortgagee (or other Person acquiring the Leasehold Estate pursuant to a Foreclosure Event) shall have any liability beyond its interest in this Agreement nor shall Leasehold Mortgagee (or any Person acquiring the Leasehold Estate pursuant to a Foreclosure Event under a Leasehold Mortgage) have recourse liability under this Agreement unless and until such time as it becomes the owner of the Leasehold Estate, but any such person shall otherwise be subject to all terms, conditions and remedies under this Agreement. Without further notice to or consent from Landlord, Landlord recognizes and agrees that a Leasehold Mortgagee may acquire directly, or may cause its assignee, nominee, or designee to acquire, the Leasehold Estate through a Foreclosure Event, and such party shall enjoy all the rights and protections granted to Leasehold Mortgagee under this Agreement, subject to all terms and conditions of this Agreement except as expressly modified herein, with the same force and effect as if such party were the Leasehold Mortgagee itself.

Section 3: Foreclosure; Further Assignment

Notwithstanding anything to the contrary in this Agreement, any Foreclosure Event, or any exercise of rights or remedies under any Leasehold Mortgage, shall not in itself constitute a violation of this Agreement or require the consent of Landlord; provided that Leasehold Mortgagee has delivered notice to Landlord as required in Section 1 above. If a Leasehold Mortgagee or a successor or assignee of a Leasehold Mortgagee, or an Affiliate thereof acquires Tenant's Leasehold Estate following a Foreclosure Event, or if a Leasehold Mortgagee or a successor or assignee of a Leasehold Mortgagee, or an Affiliate thereof enters into a New Agreement (as defined below), such Leasehold Mortgagee or successor or assignee of a Leasehold Mortgagee, or an Affiliate thereof (any of the foregoing, a "New Operator"), shall enjoy all of the rights and protections granted to Tenant under this Agreement, subject to all terms and conditions of this Agreement except as expressly modified herein, with the same force and effect as if such successor, assign or Affiliate were the Tenant itself and may thereafter assign or transfer this Agreement or such New Agreement without prior consent of Landlord, provided the assignee or transferee promptly notifies Landlord in writing of such assignment or transfer and expressly agrees in writing to assume and to perform all of the obligations under this Agreement or such New Agreement, as the case may be, from and after the effective date of such assignment or transfer, and provided the assignee or transferee (or such assignee's or transferee's contract manager) has substantive experience managing comparable facilities with NHL or NBA resident teams. No Leasehold Mortgagee (or person acquiring the Leasehold Estate pursuant to a Foreclosure Event under a Leasehold Mortgage) shall have any liability beyond its interest in this Agreement nor shall Leasehold Mortgagee (or person acquiring the Leasehold Estate pursuant to a Foreclosure Event under a Leasehold Mortgage) have recourse liability under this Agreement unless and until such time as it becomes the owner of the Leasehold Estate, but any such person shall otherwise be subject to all terms, conditions and remedies under this Agreement or any New Agreement, as applicable.

Section 4: Notice of Leasehold Mortgages

Promptly after Tenant enters into any Leasehold Mortgage, Tenant shall cause the Leasehold Mortgagee thereunder to deliver to Landlord a true and correct copy of the Leasehold Mortgage together with written notification specifying the name and address of the Leasehold Mortgagee and agreement to provide notice of default as provided in Section 1 above. Such Leasehold Mortgagee shall be entitled to all the rights and protections of a Leasehold Mortgagee under this Agreement (as against both Landlord and any successor holder of the Fee Estate) from and after (and only from and after) such date as Landlord receives the foregoing materials. Landlord agrees to acknowledge to Tenant and such Leasehold Mortgagee Landlord's receipt of any such materials and, following notification thereof, notice of any assignment of such Leasehold Mortgage and to confirm that such Leasehold Mortgagee is or will be, upon closing of its financing or its acquisition of an existing Leasehold Mortgage, entitled to all of the rights and protections granted to Leasehold Mortgagee under this Agreement with the same force and effect as if such successor, assign, or Affiliate were the Leasehold Mortgagee itself, in this Agreement, including after any premature termination of this Agreement. If Landlord has received notice of any Leasehold Mortgage, then such notice shall automatically bind Landlord's successors and assigns.

Section 5: Modifications Required by Leasehold Mortgagee

If, in connection with obtaining, continuing, or renewing any financing for which the Leasehold Estate, represents collateral in whole or in part, the Leasehold Mortgagee requires any modifications of this Agreement as a condition to such financing, then Landlord shall, at Tenant's or such Leasehold Mortgagee's request, promptly consider any such modifications in good faith.

Section 6: Further Assurances

Upon request by Tenant or by any existing or prospective Leasehold Mortgagee, Landlord shall deliver to the requesting party such documents and agreements as the requesting party shall reasonably request to further effectuate the intentions of the Parties as set forth in this Agreement, including a separate written instrument in recordable form signed and acknowledged by Landlord setting forth and confirming, directly for the benefit of Leasehold Mortgagee and its successors and assigns, any or all rights of Leasehold Mortgagee; provided, however, that Tenant shall reimburse Landlord immediately upon demand therefor for any and all reasonable third-party costs or expenses actually incurred by Landlord in complying with this Section 6.

Section 7: Protection of Leasehold Mortgagees

Notwithstanding anything to the contrary set forth in this Agreement, if, and only for so long as, any Leasehold Mortgage is in effect (and Landlord shall have been notified thereof as provided above), the following shall apply:

(a) *Lease Impairments.* Any Lease Impairment made without First Leasehold Mortgagee's prior written consent (or any deemed consent under its Leasehold Mortgage), which consent shall not be unreasonably withheld, conditioned or delayed, shall be null, void, and of no further force or effect, and shall not bind Tenant, Leasehold Mortgagee, or New Operator. For clarification, this Section 7(a) shall be inapplicable during any period that no Leasehold Mortgage is in effect. Further, for purposes of this Section 7(a), any

condition upon First Leasehold Mortgagee's prior written consent that would have a material adverse effect on Leasehold Mortgagee is deemed to be unreasonable.

(b) *Copies of Notices*. If Landlord shall give any required notice to Tenant under this Agreement (as a prerequisite to exercise Landlord's remedies thereunder), then Landlord shall at the same time and by the same means give a copy of such notice to any Leasehold Mortgagee. No required notice to Tenant (as a prerequisite to exercise Landlord's remedies thereunder), shall be effective unless and until such notice has been duly given to Leasehold Mortgagee, provided Landlord has received notice of such Leasehold Mortgagee pursuant to Section 4. No exercise of Landlord's rights and remedies under or termination of this Agreement shall be deemed to have occurred or arisen or be effective unless Landlord has given like notice to each Leasehold Mortgagee as this Section 7(b) requires. Any such required notice shall describe in reasonable detail the alleged Tenant default or other event allegedly entitling Landlord to exercise such rights or remedies.

(c) *Tenant's Cure Period Expiration Notice*. If Tenant is in default under this Agreement and the cure period applicable to Tenant expires without cure of Tenant's default, then Landlord shall promptly give notice of such fact to any Leasehold Mortgagee, which notice shall describe in reasonable detail Tenant's default (an "Tenant's Cure Period Expiration Notice").

(d) *Right to Perform Covenants and Agreements*. Any Leasehold Mortgagee shall have the right, but not the obligation, during the applicable cure period hereunder, to perform any obligation of Tenant under this Agreement and to remedy any default by Tenant. Landlord shall accept performance by or at the instigation of a Leasehold Mortgagee in fulfillment of Tenant's obligations, for the account of Tenant, and with the same force and effect as if performed by Tenant. No performance by or on behalf of such Leasehold Mortgagee shall cause it to become a "mortgagee in possession" or otherwise cause it to be deemed to be in possession of the Premises or bound by or liable under this Agreement.

(e) *Notice of Default and Cure Rights*. Upon receiving any notice of default, any Leasehold Mortgagee shall have the right within the same cure period granted to Tenant under this Agreement, plus the additional time provided for below within which to take (if any Leasehold Mortgagee so elects) whichever of the actions set forth below in the remainder of this Section 7 shall apply as to the default described in such notice of default (such actions, "Mortgagee's Cure"; and a Leasehold Mortgagee's rights to take such actions, including pursuit of an Enforcement Action, collectively, "Mortgagee's Cure Rights").

(f) *Monetary Defaults*. In the case of a monetary default, any Leasehold Mortgagee shall be entitled (but not required) to cure such default within a cure period consisting of Tenant's cure period under this Agreement extended through the date thirty (30) days after such Leasehold Mortgagee shall have received Tenant's Cure Period Expiration Notice as to such monetary default.

(g) *Nonmonetary Defaults Curable without Obtaining Possession*. In the case of any nonmonetary default that any Leasehold Mortgagee is reasonably capable of curing without obtaining possession of the Premises (excluding in any event any nonmonetary default under this Agreement that is by its nature not susceptible to cure by a Leasehold Mortgagee, a "Personal Default"), such Leasehold Mortgagee, provided that all Tenant payments pursuant to Article III shall continue to be paid timely during the pendency of such extended cure period, shall have the right (but not the obligation) to cure such nonmonetary default by taking the following actions: (1) Within a period consisting of Tenant's cure period for such nonmonetary default, extended through the date thirty (30) days after receipt of Tenant's Cure Period Expiration Notice as to such default, such Leasehold Mortgagee shall provide written notice to Landlord of such Leasehold Mortgagee's intention to take all reasonable steps necessary to remedy such default (it being understood that such notice is a statement of intention and not an obligation); and (2) duly commence the cure of such nonmonetary default within such extended period, and thereafter (during and after such extended period) diligently prosecute to completion the remedy of such default, but, subject to Force Majeure Events, in no event more than sixty (60) days after Leasehold Mortgagee's receipt of Tenant's Cure Period Expiration Notice as to such default. For the purposes of this Section 7(g), a nonmonetary default will not be deemed incapable of cure by a Leasehold Mortgagee simply because the timeline for performance of the underlying obligation has passed.

(h) *Defaults Curable Only by Obtaining Possession and Personal Defaults*. In the case of (i) a nonmonetary default that is not reasonably susceptible of being cured by such Leasehold Mortgagee without obtaining possession of the Premises or (ii) a Personal Default by Tenant, such Leasehold Mortgagee shall be entitled (but not required) to proceed as described in Sections 7(i) and 7(j) (provided that (x) all Tenant payments pursuant to Article III shall continue to be paid timely during the pendency of such extended cure period, and (y) with respect to any nonmonetary defaults outstanding under Section 7(g), such Leasehold Mortgagee shall be exercising its Mortgagee's Cure Rights thereunder).

(i) *During Cure Period*. At any time during the cure period (if any) that applies to Tenant, extended through the date that is sixty (60) days after such Leasehold Mortgagee's receipt of Tenant's Cure Period Expiration Notice as to such nonmonetary default, or if no cure period applies to Tenant, then within sixty (60) days after such Leasehold Mortgagee's receipt of notice of such default, such Leasehold Mortgagee shall be entitled to institute proceedings, and (subject to any stay in any Bankruptcy Proceedings affecting Tenant or any injunction, unless such stay or injunction is lifted) provided that from and after the institution of such proceedings, such Leasehold Mortgagee shall diligently prosecute the same to completion, to obtain possession of the Premises as mortgagee (including possession by a receiver), or acquire directly, or cause its assignee, nominee, or designee to acquire, the Leasehold Estate through a Foreclosure Event, or foreclose on its pledged collateral, as applicable (the obtaining of such possession or the completion of such acquisition, "Control of the Arena").

(1) *Further Cure after Control of Arena*. Upon obtaining Control of the Premises (whether before or after expiration of any otherwise applicable cure period), such Leasehold Mortgagee or, in the event the Leasehold Estate is acquired through a Foreclosure Event, such New Operator, shall then be entitled (but not required) to proceed with reasonable diligence and reasonable continuity to cure such nonmonetary defaults as are then reasonably susceptible of being cured by such Leasehold Mortgage or New Operator (excluding Tenant's Personal Defaults, which Leasehold Mortgagee need not cure), within a reasonable time under the circumstances but, subject to Force Majeure Events, in no event more than one hundred twenty (120) days after Leasehold Mortgagee obtains Control of the Arena.

(2) *Effect of Cure*. Upon the timely and proper cure of a default by such Leasehold Mortgagee or New Operator, as the case may be, in accordance with this Agreement, this Agreement shall continue in full force and effect as if no default(s) had occurred. Leasehold Mortgagee's exercise of Mortgagee's Cure Rights shall not be deemed an assumption of this Agreement in whole or in part.

(j) *Forbearance by Landlord*.

(1) So long as a Leasehold Mortgagee shall be diligently exercising its Mortgagee's Cure Rights, including the commencement and pursuit of an Enforcement Action which is timely commenced and completed within the applicable cure periods set forth above, Landlord shall not, to the extent permitted under this Agreement, (i) re-enter the Premises to cure the Tenant Event of Default, (ii) bring a proceeding on account of such default to (a) re-enter the Premises to cure the Tenant Event of Default, (b) dispossess Tenant or other occupants of the Premises, (c) terminate the Leasehold Estate, or (d) replace any management company, or (iii) accelerate payment of rent or additional rent or any other amounts payable by Tenant under this Agreement; provided, however, that the foregoing shall not prevent or delay Landlord from initiating and pursuing mediation and litigation pursuant to Article XIX, Section 2(b)(ii) to establish whether an Event of Default exists. Notwithstanding the foregoing, Landlord shall have the right at any time to re-enter the Premises, or bring a proceeding to so reenter the Premises, to cure the applicable Tenant Event of Default if the Leasehold Mortgagee that is exercising its Mortgagee's Cure Rights does not have Control of the Arena at such time; provided, however, that (1) Landlord gives prior written notice thereof to such Leasehold Mortgagee, and (2) no such cure by Landlord shall be deemed to diminish any of the Mortgagee's Cure Rights.

(2) Nothing in this Section 7(j)(2) shall, however, be construed to either (i) extend the Term beyond the expiration date that would have applied if no default had occurred or (ii) require any Leasehold Mortgagee to cure any Personal Default by Tenant as a condition to preserving this Agreement or to obtaining a New Agreement (but this shall not limit such Leasehold Mortgagee's obligation to seek to obtain Control of the Arena, and thereafter consummate a Foreclosure Event, by

way of Mortgagee's Cure Rights, if such Leasehold Mortgagee desires to preclude Landlord from terminating this Agreement on account of a Personal Default of Tenant).

(3) Nothing in this Section 7(j)(3) shall limit the obligations of Tenant under this Agreement or preclude Landlord from exercising its rights to sue Tenant for damages, specific performance, or other equitable relief (excluding dispossession, termination, or engagement of a new management company).

(k) *Leasehold Mortgagee's Right to Enter Arena*. Landlord and Tenant authorize each Leasehold Mortgagee to enter the Arena and the Premises as necessary to effect Mortgagee's Cure and take any action(s) reasonably necessary to effect Mortgagee's Cure without such action, in itself, being deemed to give Leasehold Mortgagee possession of the Arena or the Premises.

(l) *Rights of New Operator Upon Acquiring Control*. If any New Operator shall acquire the Leasehold Estate pursuant to a Foreclosure Event and shall continue to exercise Mortgagee's Cure Rights as to any remaining defaults (other than Personal Defaults, which New Operator need not cure), then any Personal Defaults by Tenant shall no longer be deemed defaults and upon cure of all remaining defaults (other than Personal Defaults) Landlord shall recognize the rights of such New Operator hereunder as if such New Operator were Tenant.

(m) *Interaction Between Agreement and Leasehold Mortgage*. Tenant's default as mortgagor under a Leasehold Mortgage shall not constitute a default under this Agreement, except to the extent that Tenant's actions or failure to act in and of itself constitutes a breach of this Agreement. The exercise of any rights or remedies of a Leasehold Mortgagee under a Leasehold Mortgage, including the consummation of any Foreclosure Event, shall not constitute a default under this Agreement (except to the extent such actions otherwise constitute a breach of this Agreement).

Section 8: First Leasehold Mortgagee's Right to a New Agreement.

(a) If this Agreement shall terminate by reason of a rejection in Tenant's bankruptcy, or option of Tenant to treat this Agreement as terminated under 11 U.S.C. § 365(h)(1)(A)(i), or any comparable provision of law, Landlord shall promptly give notice of such termination to any Leasehold Mortgagee of which Landlord has notice. Landlord shall, upon a Leasehold Mortgagee's request given within thirty (30) days after such Leasehold Mortgagee's receipt of such notice, enter into a new lease of the Premises effective as of (or retroactively to) the date of the termination of this Agreement, for the remainder of the Term, as if no termination had occurred, with a New Operator on the same terms and provisions of this Agreement, including all rights, options, privileges, and obligations of Tenant under this Agreement, but excluding any requirements that have already been performed or no longer apply (a "New Agreement"), provided that the First Leasehold Mortgagee shall, at the time of execution and delivery of such New Agreement, (i) pay Landlord any and all sums then due and owing under this Agreement (determined

as if this Agreement had not been terminated), and (ii) cure any nonmonetary defaults (other than Personal Defaults, which First Leasehold Mortgagee need not cure) under this Agreement (determined as if this Agreement had not been terminated) or, if such nonmonetary default is of a nature that it cannot with due diligence be cured upon such execution and delivery, then the First Leasehold Mortgagee shall (x) upon such execution and delivery, advise Landlord of its intention to take all steps necessary to remedy such nonmonetary default (other than Personal Defaults, which First Leasehold Mortgagee need not cure), and (y) promptly and duly commence the cure of such default and thereafter diligently prosecute to completion the remedy of such default, which completion must be achieved within a reasonable time under the circumstances (not to exceed 90 days), subject to Force Majeure Events. In no event, however, shall the New Operator be required to cure a Personal Default of Tenant as a condition to obtaining or retaining a New Agreement or otherwise. From the date this Agreement terminates until the date of execution and delivery of any such New Agreement (the "New Agreement Delivery Date"), Landlord may, at its option, perform the day-to-day operations, maintenance, and repair of the Premises and the Premises and all expenses incurred by Landlord shall be immediately due and payable by the New Operator as of the New Agreement Delivery Date; provided, however, Landlord shall not (1) operate the Arena or the Premises in an unreasonable manner, (2) take any affirmative action to cancel any sublease or accept any cancellation, termination, or surrender of a sublease, except due to such subtenant's default, or (3) lease any of the Arena or the Premises except to New Operator.

(b) The following additional provisions shall apply to any New Agreement:

(1) *Form and Priority*. Any New Agreement (or, at Landlord's option, a memorandum thereof) shall be in recordable form. Such New Agreement shall not be subject to any rights, liens, or interests other than Permitted Encumbrances and other exceptions to title existing as of the date of such New Agreement which were not created by Landlord. The New Agreement shall be expressly made subject to any rights of Tenant prior to the termination of this Agreement.

(2) (2) *Adjustment for Net Income/Net Loss*. On the New Agreement Delivery Date, if during the period from the termination date of this Agreement to the New Agreement Delivery Date the revenue derived from the Premises and actually received by Landlord (excluding from income any amounts payable under Article III of this Agreement and actually received by Landlord) exceeds the expenses actually incurred by Landlord in connection with the Premises, then, on the New Agreement Delivery Date, Landlord shall pay to the New Operator the amount of such excess. Alternatively, if during such period Landlord's expenses exceed Landlord's revenues, then, on the New Agreement Delivery Date, the New Operator shall pay to Landlord the amount of such excess. In either event, the New Operator shall, on the New Agreement Delivery Date, pay to Landlord all sums required to be paid to Landlord pursuant to this Agreement, and reimburse Landlord for any sums expended (which are the obligation of Tenant under this Agreement) up to the New Agreement Delivery Date.

(3) *Assignment of Certain Items*. On the New Agreement Delivery Date, Landlord shall assign to New Operator all of Landlord's right, title and interest in and to all moneys (including insurance proceeds, and condemnation awards), if any, then held by, or payable to, Landlord that Tenant (or Leasehold Mortgagee) would have been entitled to receive as of such date but for termination of this Agreement. On the New Agreement Delivery Date, Landlord shall also transfer to New Operator all subleases, service contracts, and net income collected by Landlord in connection with the operation of the Premises during the period between termination of this Agreement and the New Agreement Delivery Date.

(4) *Preservation of Subleases*. Between the date of the termination of this Agreement and the New Agreement Delivery Date, Landlord shall not take any affirmative action to cancel any sublease or accept any cancellation, termination, or surrender of a sublease (it being understood that Landlord shall not be obligated to take any action to keep any subleases in effect). Any sublease which was terminated upon the termination of this Agreement as a matter of law, shall, at New Operator's option, be reinstated upon execution of the New Agreement.

(5) *Separate Instrument*. Landlord hereby agrees, at the request of any Leasehold Mortgagee, to enter into a separate instrument (and memorandum thereof in recordable form) memorializing such Leasehold Mortgagee's rights under this Section 8.

Section 9: Priority of Leasehold Mortgages

If there is more than one Leasehold Mortgage, then whenever this Agreement provides the holder of a Leasehold Mortgage with the right to consent or approve or exercise any right granted in this Agreement, the exercise or waiver of same by the first priority Leasehold Mortgagee (the "First Leasehold Mortgagee") shall control and be binding upon the holder(s) of all junior Leasehold Mortgages.

Section 10: Liability of Leasehold Mortgagee

If a New Operator shall acquire Tenant's Leasehold Estate through a Foreclosure Event or a New Agreement shall be granted to a New Operator pursuant to Section 8, such New Operator shall be liable for the performance of all of Tenant's covenants under this Agreement or such New Agreement, as the case may be, from and after the effective date of such Foreclosure Event or New Agreement. If (A) the New Operator is a Leasehold Mortgagee or its assignee, nominee or designee, (B) such Leasehold Mortgagee, or its assignee, designee or nominee, as applicable, then assigns this Agreement or the New Agreement to a third party assignee, (C) such third party assignee delivers to Landlord an agreement under which such assignee assumes and agrees to perform all the terms, covenants, and conditions of this Agreement or such New Agreement, in form reasonably acceptable to Landlord, and (D) the New Operator (or its contract manager) has substantive experience managing comparable facilities with NHL or NBA resident teams, then Leasehold Mortgagee, or its assignee, designee, or nominee, as applicable, shall be automatically

and entirely released and discharged from the performance, covenants, and obligations of the New Operator under this Agreement or the New Agreement, thereafter accruing.

Section 11: Casualty and Condemnation Proceeds

If a casualty or a condemnation action shall occur with respect to all or any portion of the Premises and restoration is to occur pursuant to the provisions of this Agreement, any insurance proceeds or condemnation award shall be handled in accordance with this Agreement. Landlord understands that Tenant may irrevocably appoint Leasehold Mortgagee as its representative, and Leasehold Mortgagee shall also have the right in accordance with and to the extent provided in the Leasehold Mortgage (regardless of whether Tenant shall have appointed Leasehold Mortgagee as its representative) to participate in any settlement regarding, and with regard to, the disposition and application of said insurance proceeds or condemnation awards, and, in such instance, Landlord will recognize and deal with Leasehold Mortgagee for such purposes. Landlord shall not settle or compromise any casualty or condemnation action without obtaining both Tenant's and Leasehold Mortgagee's consent. Landlord hereby acknowledges that no election by Tenant not to restore in the event of a casualty or condemnation action shall be effective unless Leasehold Mortgagee's consent has been granted to such election. Upon request by Leasehold Mortgagee, all insurance proceeds and any sums made available by Tenant that are intended to be used for repair and reconstruction of the Improvements damaged or destroyed by any casualty shall be paid to Leasehold Mortgagee, to be held in trust and disbursed by Leasehold Mortgagee for repair and restoration of such Improvements in accordance with the terms of the Leasehold Mortgage and this Agreement.

Section 12: Mezzanine Lenders as Leasehold Mortgagees

The Parties agree that each lender under a Mezzanine Financing (each such lender, a "Mezzanine Lender") is intended to and shall be entitled to substantially the same protections and rights set forth in this Article as provided to a Leasehold Mortgagee, modified as appropriate to reflect the nature of the limited liability company or limited partnership interest or stock pledge, as applicable, in favor of each such Mezzanine Lender, *mutatis mutandis*. If requested by Tenant in connection with a Mezzanine Financing, the Parties agree to negotiate, in good faith and with due diligence, an amendment to this Agreement or a separate agreement, containing commercially reasonable terms and conditions in order to specifically reflect such protections and rights set forth in this Article as applicable to a Mezzanine Lender.

Section 13: Non-Disturbance Agreement

Upon the written request of any Leasehold Mortgagee, Landlord shall enter into a non-disturbance and attornment agreement with such Leasehold Mortgagee substantially in the form of Exhibit C attached hereto and incorporated herein by reference.

Section 14: Estoppel Certificate

Upon the written request of any Leasehold Mortgagee, Landlord shall deliver an estoppel certificate to mortgagee as provided in Article XXIII, Section 5 herein.

Section 15: Debt Service Expenses Borne by Tenant

Tenant shall be solely responsible for and shall pay one hundred percent (100%) of all transaction and debt service costs under Tenant's debt financing with any Leasehold Mortgagee.

Section 16: No Merger.

So long as any Leasehold Mortgage remains outstanding, the Fee Estate and the Leasehold Estate shall not merge but shall always be kept separate and distinct, notwithstanding the union of the Fee Estate and the Leasehold Estate in either Landlord or Tenant or a third party, by purchase or otherwise.

Section 17: No Fee Mortgage.

Landlord shall not mortgage or otherwise pledge the Fee Estate without Tenant's and Leasehold Mortgagee's prior written consent (it being understood that a "mortgage" shall not include any local improvement district assessments, or any other Tax).

Section 18: Non-Relocation Agreement.

Upon notice to Leasehold Mortgagee that Landlord intends to exercise its self-help remedies under Article XIX, Section 2(a)(iii) or (viii) or equitable relief under Article XII, Section 2(c), then Article XIII, Section 7(j) shall not apply and Landlord shall not be limited or delayed by this Article XIII from exercising such self-help or equitable remedies.

Section 19: Commencement of Effectiveness.

This Article XIII shall not commence to be effective until the later of (i) the date Landlord shall have issued written confirmation that the conditions of Section 10.1 of the Development Agreement have been satisfied, and (ii) the date that Leasehold Mortgagee shall have made its first advance for costs of demolition or construction activities

ARTICLE XIV
Requirements of Governmental Authorities

Section 1: Obligation to Comply

In its operation, maintenance, improvement, alteration, and surrender of the Premises and Improvements, Tenant shall comply with all applicable Legal Requirements, including all Permits and Approvals.

Section 2: Historic Designations and Federal Historic Tax Credits

(a) Landlord acknowledges that Tenant has, with the support of the Washington State Historic Preservation Officer, applied for portions of the Premises to be certified as historically significant and listed in the Washington Heritage Register and the National Register of Historic Places. In connection with obtaining such historic designations,

Landlord shall cooperate with all reasonable requests made by Tenant, any official review board or approving agency or authority, including, without limitation, the execution or provision of any reasonable and necessary documents. Landlord shall reasonably approve or accept such historic designations when they occur.

(b) Landlord acknowledges that Tenant intends to qualify for and obtain historic rehabilitation tax credits pursuant to section 47 of the Internal Revenue Code of 1986, as amended ("Federal Historic Tax Credits"), for the Premises, and Landlord agrees to cooperate with any reasonable requests by Tenant to qualify for and obtain such Federal Historic Tax Credits, including, without limitation providing and completing any reasonably requested forms, consents, certifications, acknowledgements, and providing any other information, documentation or cooperation that may reasonably be requested in connection with the qualification for and obtaining of the Federal Historic Tax Credits. Landlord agrees not to take any action that would cause a loss of the ability of Tenant to claim any Federal Historic Tax Credits or to cause a disallowance or recapture of any such Federal Historic Tax Credits.

(c) Landlord acknowledges that Tenant intends to seek tax-equity financing in connection with Federal Historic Tax Credits, and Landlord agrees that Tenant shall have the right to enter into such tax-equity financing arrangements. Landlord and Tenant agree that a tax-equity financing arrangement relating to the Federal Historic Tax Credits may include the following material terms: (i) Tenant may sublease the Premises to a subtenant entity ("HTC Investor Entity") in which the tax credit investor has up to a 99% ownership interest (the "Tax Credit Investor") and for which Tenant remains the managing general partner or managing member, as the case may be, provided such subtenant assumes all of Tenant's obligations under this Agreement, and provided further that practical realization of Landlord's rights and remedies under Article XII Sections 2 and 3 is not impaired, and otherwise, subject to Landlord's consent, which shall not be unreasonably withheld, conditioned, or delayed; (ii) HTC Investor Entity and Tax Credit Investor shall have the benefit of all of the notice and cure rights of Tenant under this Agreement, all to be concurrent with those of Tenant; (iii) subject to the consent of Leasehold Mortgagee, HTC Investor Entity and Tax Credit Investor shall also have additional cure rights that are substantially the same as the Mortgagee Cure Rights, all to be concurrent with those of Leasehold Mortgagee; (iv) for avoidance of doubt the concurrent cure rights described in (ii) and (iii) above shall not extend the aggregate cure periods otherwise applicable under this Agreement so long as Landlord gives all notices under this Agreement to HTC Investor Entity and Tax Credit Investor concurrently with notices to Tenant and Leasehold Mortgagee, as applicable; (v) except for the notice and cure rights described in this subsection, Landlord shall not be required to consent to any material limitations on its remedies under this Agreement; and (vi) subject to the foregoing agreed material terms and Article VIII, Section 4, Landlord will consider in its good faith, reasonable discretion requests by Tenant or the HTC Investor Entity. The term "tax-equity financing" shall include, without limitation, transactions similar to those described in Rev. Proc. 2014-12, 2014 IRB 415.

(d) Provided this Agreement remains in effect Landlord agrees not to sell or otherwise dispose of its it fee or other economic ownership interest in the Premises at any time on or prior to the IRC Deemed Completion Date.

Section 3: Controls and Incentives Agreement

In its operation, maintenance, improvement, alteration, and surrender of the Premises and Improvements, Tenant shall comply with all applicable controls of the City of Seattle Controls and Incentives Agreement, adopted under Seattle Ordinance Nos. 125642 and 125643. Incentives available to the Owner under the Controls and Incentives Agreement, including potential zoning, building, energy code, tax valuation, and off-street parking exceptions, shall be available to Tenant. Any other installation, alteration, or removal proposed will first be submitted to Seattle Center's Director, or the Director's designee, for review and Landlord pre-approval, which shall not be unreasonably withheld, prior to submission to the City Historic Preservation Officer.

Section 4: Public Records

Tenant acknowledges that Landlord is subject to the Public Records Act, Chapter 42.56 RCW (the "Act"). This Agreement, including all exhibits, and all related agreements, including the Ancillary Agreements, and records and communications between Landlord and Tenant relating to the administration of this Agreement and related agreements are public records and may be released by Landlord in response to a request made under the Act. If the Landlord receives a request for any other records which are deemed public records under the Act, as reasonably determined by the Landlord, and such records are in the custody of the Tenant, then upon written notice from Landlord that such records are needed, Tenant shall cooperate and shall either (i) make all public records promptly available to the Landlord for disclosure, or (ii) apply to a court for a protective order within ten (10) days following Landlord's request. Landlord shall have no liability to Tenant for Landlord's release of any public records in accordance with the Act.

Section 5: Nondiscrimination

Without limiting Tenant's general obligation for compliance with all applicable Legal Requirements and regulations, for the duration 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.

ARTICLE XV
Creation and Discharge of Liens

Section 1: Creation of Liens

Tenant agrees that the Premises shall be kept 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 Premises (other than Permitted Encumbrances).

Section 2: Discharge of Liens

In the event any Liens shall be asserted or filed by any persons, firms, or corporations performing labor or services or furnishing materials or supplies to the Premises, 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, Landlord may take such action as Landlord shall reasonably determine to remove such Lien and all costs and expenses incurred by Landlord 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 within thirty (30) days of Landlord's notice of same.

ARTICLE XVI
Representations and Warranties

Section 1: Landlord's Representations and Warranties[3]

(a) Landlord is a municipal corporation duly formed, validly existing, and in good standing under the laws of the state of Washington; has the power, right, authority, and legal capacity to execute and deliver this Agreement and the other documents, instruments, certificates, and agreements required to be executed and delivered by it hereunder and to enter into and perform the transactions contemplated hereby, and to carry on the business proposed to be conducted by it under the terms of this Agreement.

(b) Neither the entry into nor the performance of this Agreement will (i) violate, conflict with, result in a breach under, or constitute a default under, any agreement, indenture, contract, agreement, permit, judgment, decree, or order to which Landlord is a party or by which Landlord, the Premises, or the Arena is bound, (ii) require the consent of any third party other than as has already been obtained, or (iii) violate any Legal Requirements.

(c) To Landlord's knowledge, after reasonable investigation, and except as otherwise disclosed to Tenant in writing, there are no judgments, orders, or decrees of any kind against Landlord unpaid or unsatisfied of record or any legal action, suit, or other legal or administrative proceeding pending or threatened in writing which has, or is likely to have, a material adverse effect on the ability of Landlord to perform its obligations under this Agreement. To the Landlord's knowledge, after reasonable investigation, Landlord has not received written notice from any other governmental agency pertaining to any pending or uncured violation of any law or regulation affecting the Premises.

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[3] To be updated prior to execution of Lease Agreement.

(d) To the Landlord's knowledge, copies of all documents heretofore delivered by Landlord to Tenant on or before December 6, 2017 are true, correct, and complete copies of such documents in all material respects.

(e) Landlord is not a party to any purchase and sale agreement or option, right of first refusal, right of first offer or similar agreement to sell all or any portion of the Premises (other than this Agreement).

(f) Landlord has not granted any Liens, written leases, licenses, or other rights of occupancy or management to third parties with respect to the Premises or the Arena, except for Existing Encumbrances.

(g) To Landlord's knowledge, after reasonable investigation, Landlord has not received any written notice of any pending or threatened governmental condemnation proceedings, and there are no pending or threatened governmental condemnation proceedings, in each case, which would affect the Premises or the Arena or any portion thereof, or any interest therein.

Section 2: Tenant's Representations and Warranties[4]

(a) Tenant is a limited liability company duly organized, validly existing and in good standing under the laws of the state of Delaware and has the power, right, authority, and legal capacity to execute and deliver this Agreement and the other documents, instruments, certificates, and agreements required to be executed and delivered by it hereunder and to enter into and perform the transactions contemplated hereby, and to carry on the business now conducted or proposed to be conducted by it. Tenant has taken all limited liability company action required to execute, deliver, and perform this Agreement and the transaction, and has caused this Agreement to be executed by its duly authorized officers.

(b) Neither the entry into nor the performance of this Agreement by Tenant will (i) violate, conflict with, result in a breach under, or constitute a default under, any corporate charter, certificate of incorporation, by-law, partnership agreement, limited liability company agreement, indenture, contract, agreement, permit, judgment, decree, or order to which Tenant is a party or by which Tenant is bound, or (ii) require the consent of any third party other than as has already been obtained.

(c) There are no judgments, orders or decrees of any kind against Tenant unpaid or unsatisfied of record or any legal action, suit, or other legal or administrative proceeding pending, threatened, or reasonably anticipated which could be filed before any court or administrative agency which has, or is likely to have, a material adverse effect on the ability of Tenant to perform its obligations under this Agreement.

(d) Tenant has not filed any petition seeking or acquiescing in any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under

[4] To be updated prior to execution of Lease Agreement.

any law relating to bankruptcy or insolvency, nor has any such petition been filed against Tenant. No general assignment of Tenant's land or other assets has been made for the benefit of creditors, and no receiver, master, liquidator, or trustee has been appointed for Tenant or any of its land or other assets. Tenant is not insolvent and the consummation of the transactions contemplated by this Agreement shall not render Tenant insolvent.

(e) Tenant has made available for Landlord's review true, correct, and complete copies of all material correspondence received by Tenant from the NHL.

(f) To Tenant's knowledge, all financial statements, organization charts, agreements and other documentation delivered or caused to be delivered by Tenant to Landlord and Landlord's representatives in connection with Landlord's due diligence pursuant to MOU Section 21(c) are true, correct and complete in all material respects.

ARTICLE XVII
Indemnification

Section 1: Tenant's Indemnification of Landlord

Except as otherwise provided in this Article XVII, and except to the extent provided in Section 4 below, Tenant shall indemnify, defend (using legal counsel reasonably acceptable to Landlord) and save Landlord and the Landlord Parties harmless from all claims, suits, losses, damages, fines, penalties, liabilities and expenses (including Landlord'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) resulting from any actual or alleged injury (including death) of any person or from any actual or alleged loss of or damage to, any property, or otherwise arising out of or in connection with (a) the occupation, use, or improvement of the Premises during the Term of this Agreement, (b) any breach of any covenant, representation or warranty made by Tenant in this Agreement or in any schedule or exhibit attached hereto or any other certificate or document delivered by Tenant to Landlord pursuant to this Agreement, or (c) any negligent or wrongful act or omission of Tenant or any of the Tenant Parties in or about the Premises during the Term of this Agreement. Tenant agrees that the foregoing indemnity specifically covers actions brought by its own employees. Tenant's indemnity obligations shall survive termination or expiration of this Agreement.

Section 2: Landlord's Indemnification of Tenant

Except as otherwise provided in this Article XVII, Landlord shall indemnify, defend (using legal counsel reasonably acceptable to Tenant) and save Tenant and the Tenant Parties harmless from all claims, suits, losses, damages, fines, penalties, liabilities and expenses (including Tenant'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) resulting from any actual or alleged injury (including death) of any person or from any actual or alleged loss of or damage to, any property arising out of or in connection with (a) any breach of any covenant, representation or warranty made by Landlord in this Agreement or in any schedule or exhibit attached hereto or any other certificate or document delivered by Landlord to Tenant pursuant to

this Agreement; and (b) the gross negligence or willful misconduct of Landlord (only when acting in Landlord's ownership capacity and not in any regulatory or other sovereign capacity), except to the extent that Landlord is immune from liability for such act or omission pursuant to RCW 4.24.210 or any successor provision or other applicable law. Landlord agrees that the foregoing indemnity, to the extent applicable, specifically covers actions brought by its own employees. This indemnity with respect to acts or omissions during the Term shall survive termination or expiration of this Agreement.

<u>Section 3</u>: RCW Title 51 Waiver

The foregoing indemnities are expressly intended to and do constitute a waiver of each Party's immunity under the State of Washington's Industrial Insurance Act, RCW Title 51, for claims brought by such Party's employees against the other Party, provided that such waiver shall apply only to the extent necessary to provide the indemnified Party (and its elected officials, directors, employees, and agents, as applicable) with a full and complete indemnity from claims made by the other Party and its employees, to the extent of their negligence. Each Party shall promptly notify the other Party of casualties or accidents occurring in or about the Premises of which the notifying Party has actual knowledge.

<u>Section 4</u>: RCW 4.24.115

In compliance with RCW 4.24.115 or any successor provision, all provisions of this Agreement pursuant to which either Party ("<u>Indemnitor</u>") agrees to indemnify the other Party ("<u>Indemnitee</u>") against liability 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 Premises, (a) shall not apply to damages caused by or resulting from the sole negligence of the Indemnitee, its agents, contractors or employees, and (b) to the extent caused by or resulting from the concurrent negligence of Indemnitee's agents, contractors or employees, shall apply only to the extent of the Indemnitor's negligence.

<u>Section 5</u>: No Personal Liability

Neither Party's elected officials, appointed officials, board members, members, shareholders and other owners, directors, officers, employees, agents, and attorneys or other representatives shall be personally liable for any obligations or other matters arising under this Agreement.

<u>ARTICLE XVIII</u>
Hazardous Substances

<u>Section 1</u>: Landlord's Representation.

Landlord represents that Seattle Center is the City department with primary record-keeping responsibilities relating to Landlord's ownership and operation (but not regulation) of the Premises prior to the execution of this Agreement, and that to the actual knowledge of Jill Crary, Seattle Center Redevelopment Director, the Environmental Reports listed on <u>Exhibit F</u> attached hereto and incorporated herein by reference constitute all Environmental Reports regarding the Premises

that were in the possession of Seattle Center prior to the execution of this Agreement (other than any reports commissioned by OVG or its contractors or consultants that might have been delivered to Landlord or Seattle Center), expressly excluding any such Environmental Reports received by the City in its regulatory capacity or any other capacity other than Seattle Center, that mention the Arena or the Premises but were prepared as part of a broader area-wide study or as part of a neighboring development proposal and which are not specific to the Arena, the Premises or Seattle Center.

Section 2: No Hazardous Substances

Tenant shall not cause, or negligently or knowingly permit, any Hazardous Substances to be generated, used, released, stored or disposed of in or about the Premises by Tenant or any of the Tenant Parties and shall use commercially reasonable efforts to prevent Tenant and the Tenant Parties from generating, using, releasing, storing or disposing of any Hazardous Substances in or about the Premises; provided, however, that Tenant and the Tenant Parties may generate, use, release, and store reasonable quantities of Hazardous Substances as may be required for Tenant to operate the Arena and perform its obligations as permitted under this Agreement so long as such Hazardous Substances are commonly generated, used, released or stored by Reasonable and Prudent Operators in similar circumstances and generated, used, released, stored or disposed in compliance with Environmental Laws.

Section 3: Notice

During the Term, Tenant shall deliver written notice to Landlord within seventy-two (72) hours of Tenant's discovery of any actual or threatened Environmental Event of which Tenant is aware relating to the Premises or the existence at, in, on or under the Premises of any Hazardous Substance in violation of Environmental Laws, and promptly shall furnish to Landlord such reports and other information reasonably available to Tenant concerning the matter.

Section 4: Environmental Audit

Landlord, at its sole cost and expense, upon seven (7) days' Notice to Tenant, shall have the right, but not the obligation to, conduct periodic environmental audits of the Premises and Tenant's compliance with Environmental Laws with respect thereto; provided, however, that Landlord shall not conduct such audit more than once in any calendar year unless Landlord has a good-faith reason to believe an Environmental Event has occurred. If, as a result of such audit, any Legal Requirements requires reporting to be made to any governmental authority or if any governmental authority requires additional testing or other action with respect to the Premises, then Tenant shall pay to Landlord the reasonable costs of the audit within twenty (20) days after written demand therefor.

Section 5: Waste Disposal and Remediation of Existing Conditions

All wastes produced at or from the Premises, including construction wastes or any waste resulting from the installation of any Improvements shall be disposed of appropriately by Tenant based on its waste classification. Regulated wastes, such as asbestos and industrial wastes shall be properly

characterized, manifested, and disposed of at an authorized facility. As between Landlord and Tenant, Tenant shall be the generator of any wastes in accordance with Environmental Laws. Commencing on the Initial Commencement Date and throughout the Term of this Agreement, 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.

Section 6: Indemnity

Tenant agrees to indemnify, defend and hold Landlord and all Landlord Parties harmless for, from and against any and all claims, actions, administrative proceedings (including informal proceedings), judgments, damages, punitive damages, penalties, fines, costs, liabilities, interest or losses, including reasonable attorneys' fees and expenses, court costs, consultant fees, and expert fees, together with all other costs and expenses of any kind or nature that arise during or after the Term of this Agreement directly or indirectly from or in connection with the presence, suspected presence, or release of any Hazardous Substances in or into the air, soil, surface water or groundwater at, on, about, under or within the Premises, or any portion thereof that is (i) 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 (provided, however, that Tenant shall not be obligated to indemnify, defend or hold Landlord harmless for the migration or release after the Effective Date of any Hazardous Substance onto the Premises from elsewhere on the Seattle Center campus that does not arise from Tenant's construction, renovation, or maintenance activities, provided further that the foregoing proviso does not otherwise limit Tenant's obligations under this Agreement), or (ii) caused by Tenant or any of the Tenant Parties.

Section 7: Survival

Each of the covenants and agreements of Tenant set forth in this Article XVIII shall survive the expiration or earlier termination of this Agreement.

ARTICLE XIX
Events of Default and Remedies

Section 1: Events of Default Defined

(a) The following shall constitute "Events of Default" by Tenant under this Agreement:

(i) Tenant's failure to comply with any term or provision of this Agreement if such failure shall continue, after a written notice from Landlord specifically identifying the nature of the default, for a period of thirty (30) days, or such longer period as may be (A) specified by another applicable Section of this Agreement or (B) may be reasonably required to cure the default, provided Tenant commenced the cure within said thirty (30) days after Landlord's written notice of default and covenants to diligently complete the cure

within such reasonable period, but in no event longer than ninety (90) days after the date of Landlord's written notice;

(ii) Tenant shall be the subject of a Bankruptcy Proceeding;

(iii) Tenant abandons the Premises for a period of thirty (30) consecutive days (unless such abandonment is due to a casualty event pursuant to Article X);

(iv) Tenant's failure to pay any amount due under the Lease to Landlord within ten (10) business days after written notice thereof from Landlord;

(v) Tenant's failure to maintain (or cause to be maintained) any insurance required to be carried pursuant to Article IX and such failure remains uncured for more than five (5) business days after Landlord gives written notice to Tenant of such failure to comply;

(vi) If any representation or warranty of Tenant in Article XVI, Section 2 is not true or incorrect in any material respect;

(vii) An Event of Default by Tenant under the Development Agreement; or

(viii) A Leasehold Mortgagee or New Operator, as applicable, shall fail to cure a default within the cure period permitted pursuant to Article XIII, Section 7(i)(1).

(b) The following shall constitute "Events of Default" by Landlord under this Agreement:

(i) Landlord fails to comply with any term or provision of this Agreement if such failure shall continue, after a written notice from Tenant specifically identifying the nature of the default, for a period of thirty (30) days, or such longer period as may be (A) specified by another applicable Section of this Agreement or (B) may be reasonably required to cure the default, provided Landlord commenced the cure within said thirty (30) days after Tenant's written notice of default and covenants to diligently complete the cure within such reasonable period but in no event longer than ninety (90) days after the date of Tenant's written notice;

(ii) Landlord shall be the subject of a Bankruptcy Proceeding; or

(iii) An Event of Default by Landlord under the Development Agreement.

Section 2: Remedies for Default and Event of Default

(a) Landlord's Remedies

Upon the occurrence of an Event of Default by Tenant, or where specifically provided below upon the occurrence of any default by Tenant, and subject to the Leasehold Mortgagee notice and cure rights set forth in Article XIII, Landlord may exercise any one or more of the following remedies in its sole discretion:

(i) Seek specific performance or other injunctive relief;

(ii) Recover monetary damages (subject to subsection (e) below);

(iii) Enter onto the Premises and undertake payment and performance of Tenant's obligations under this Agreement, including if applicable maintaining required insurance coverage, in which event Tenant shall reimburse Landlord on demand for all sums Landlord pays pursuant to this subsection and for all costs and expenses that Landlord incurs in connection with the performance of any act authorized by this subsection, together with interest on the foregoing amounts accruing from the date of such expenditure by Landlord at the Default Rate;

(iv) Upon the occurrence of an Event of Default by Tenant terminate this Agreement in accordance with Article XIX, Section 2(b) below;

(v) For any default by Tenant to timely pay any amount due and owing to Landlord under this Agreement, and without the expiration of any cure period, collect (A) a late fee equal to five percent (5%) of the outstanding amount, and (B) interest that accrues at the Default Rate for the period between the date such payment is due and the date such payment is actually received by Landlord;

(vi) For any default by Tenant to timely pay any amount due and owing to Landlord under this Agreement, and without the expiration of any cure period, offset the amount that is due to Landlord against any amount that is due from Landlord to Tenant (including if applicable any Rent Adjustment).

(vii) Pursue any other remedies permitted at law or equity, subject to clauses (b) and (e) below.

(viii) For any default by Tenant that creates imminent risk to life or property, Landlord may upon notice of default, but without the expiration of any cure period, elect to commence exercise of the remedies described in subclauses (i) and (iii) above.

(ix) For any default by Tenant that creates imminent risk of release of TeamCo's obligations under the Non-Relocation Agreement due to breach of Tenant's obligations under Article XII, Section 2(b) past any applicable periods for initial notice and cure under the NHL team sublease (i.e., excluding any extended cure periods required to be given to Tenant under the NHL team sublease prior to termination of the NHL team sublease),

Landlord may upon notice of default, but without the expiration of any cure period set forth in this Agreement, elect to commence exercise of the remedies described in subclauses (i) and (iii) above.

(b) Landlord's Termination Remedies

(i) Landlord shall not have the remedy of Termination for an uncurable breach of representation or warranty, but this shall not limit any other remedies.

(ii) If Landlord desires to terminate this Agreement ("Termination") as a remedy for any Tenant Event of Default pursuant to Article XIX, Section 2(a)(iv) above, then the Parties must first participate, diligently and in good faith, in mediation as contemplated by Article XIX, Section 3 below. The Parties shall cooperate, in good faith, to work with the American Arbitration Association for the prompt appointment of a mediator. If, on or after the conclusion of the Mediation Period (defined below), such mediation has not resulted in the Parties agreeing that Landlord shall not further pursue Termination of this Agreement, then in order to terminate this Agreement following the conclusion of the Mediation Period, Landlord shall be required to bring a lawsuit against Tenant. Such mediation and litigation may be concurrent with giving a Tenant's Cure Period Expiration Notice pursuant to Article XIII, Section 7(c) and the time period for Mortgagee Cure Rights. If in such lawsuit Landlord obtains a judgment establishing a Tenant Event(s) of Default, and Tenant (i) fails within ten (10) days after such judgment to cure the Tenant Event(s) of Default established by such judgement, and (ii) fails to otherwise satisfy such judgment within the time periods set forth therein or, if no time periods are set forth therein, within a reasonable period of time after such judgment but in no event more than ninety (90) days after such judgment, as such time may be extended by the cure period applicable to Mortgagee Cure Rights pursuant to Article XIII, Section 7(e), then and only then may Landlord, by written notice to Tenant and any Leasehold Mortgagees (x) terminate this Agreement, which Termination shall be effective on the date specified in such notice (which date may not be earlier than ten (10) days after the date of such notice or, if such notice is given during, or within thirty (30) days prior to the commencement of, the NHL hockey season or the WNBA or NBA basketball season as applicable to a team for which the Arena is the home facility and the team has confirmed home game dates at the Arena, ten (10) days after the end of such hockey or basketball season). Following receipt of such notice, Tenant shall vacate the Premises on or before the effective date thereof. Appeal by Tenant of any such judgment shall not delay Landlord's remedies unless expressly so ordered by the court of jurisdiction (including with the posting of such bond as may be required by the court of jurisdiction). In consideration of Landlord's agreement to permit post-judgment cure, Tenant (x) concurs with and agrees to fully support continuing jurisdiction by the court that shall have entered judgment,

including continuing jurisdiction to determine whether Tenant shall have timely cured and to order possession to Landlord if Tenant shall not have timely cured, and (y) acknowledges that in no event shall a dispute whether Tenant shall have cured a default that has been established by judgment or failed to satisfy such judgment require mediation or be subject to any other of the procedural limitations set forth in this Article XIX, Section 2(b).

(iii) Termination of the Lease

Upon completion of the procedure for Termination pursuant to Article XIX, Section 2(b)(ii) above, Landlord may forthwith reenter and repossess the Premises by entry, forcible entry, order in the case in which judgment was entered, or detainer suit or otherwise, without further demand or notice of any kind (except as otherwise set forth herein) and be entitled to recover, as damages under this Agreement, a sum of money equal to the total of (A) the cost of recovering the Premises, (B) the cost of removing and storing any personal property owned by Tenant or any other occupant's personal property, (C) the unpaid sums accrued under this Agreement at the date of Termination, and (D) without duplication, all damages, court costs, interest, and attorneys' fees arising from a Tenant Event of Default, including, all reletting costs, including, the cost of restoring the Premises to the condition necessary to rent the Premises at the prevailing market rate, normal wear and tear excepted (including cleaning, repair, and remodeling costs), brokerage fees, legal fees, advertising costs, and the like), (E) the present value (discounted at the rate published from time to time as the discount rate for the Federal Reserve Bank of San Francisco) of the balance of the payments payable by Tenant under this Agreement for the remainder of the Term less the present value (discounted at the same rate) of the amount Tenant reasonably demonstrates that Landlord would in all likelihood receive from leasing the Premises to another Reasonable and Prudent Operator for said period, taking into account the cost of reletting, the then-current market conditions, the time the space was vacant and other similar costs, and (F) any other sum of money or damages owed by Tenant to Landlord or incurred by Landlord as a result of or arising from a Tenant Event of Default, or Landlord's exercise of its rights and remedies for such Tenant Event of Default.

(c) Tenant's Remedies

Upon the occurrence of an Event of Default by Landlord, Tenant may pursue any remedies at law or in equity (subject to subsection (e) below) that may be permitted from time to time by the laws of the State of Washington.

(d) Remedies Cumulative; No Waivers

Except as set forth in Section 2(b) above with respect to Termination, each right and remedy of the Parties hereunder shall be cumulative and shall be in addition to every other right or remedy provided herein or now or hereafter existing in this Agreement or at law or in equity, and initiation of the process for Termination shall

not limit or postpone any remedy other than Termination. The exercise or beginning of the exercise by a Party of any one or more of any of such rights or remedies shall not preclude the simultaneous or latter exercise by a Party of any or all other such rights or remedies. No failure or delay of any Party in any one or more instances in (i) exercising any power, right, or remedy under this Agreement or (ii) insisting upon the strict performance by the other Party of such other Party's covenants, obligations, or agreements under this Agreement shall operate as a waiver, discharge, or invalidation thereof, nor shall any single or partial exercise of any such right, power or remedy or insistence on strict performance, or any abandonment or discontinuance of steps to enforce such a right, power, or remedy or to enforce strict performance, preclude any other or future exercise thereof or insistence thereupon or the exercise of any other right, power, or remedy. The covenants, obligations, and agreements of a defaulting Party and the rights and remedies of the other Party upon a default shall continue and remain in full force and effect with respect to any subsequent breach, act, or omission.

(e) No Consequential Damages

Notwithstanding anything to the contrary herein neither Party will be liable to the other Party for any indirect, special, exemplary, or consequential damages of any kind or nature, including damages for loss of profits, business interruption, or loss of goodwill arising from or relating to this Agreement, even if such Party is expressly advised of the possibility of such damages; provided, however, that the foregoing shall not limit indemnity pursuant to Article XVII on account of claims by third parties.

(f) Landlord Limited Liability

The liability of Landlord under this Agreement shall be limited to Landlord's interest in the Premises, the Arena, and this Agreement.

Section 3: Dispute Resolution

(a) The Parties 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 prior to either Party initiating any judicial process. If an issue cannot be resolved by negotiations between Tenant staff and Seattle Center, the matter shall be referred to the Seattle Center Director and the General Manager of the Arena. If those officials are unable to resolve the dispute within a period of fifteen (15) days after the matter has been formally referred to them for resolution, then they shall meet during the immediately succeeding seven (7) days to select a mediator to assist in the resolution of such dispute. If the Seattle Center Director and the General Manager of the Arena cannot agree upon a mediator within such seven (7) day period, either Party may apply to the American Arbitration Association for the appointment of a mediator according to the process that is established by such entity for such action. Landlord and Tenant shall share equally in the cost charged for the mediation of any dispute. Notwithstanding the existence

of any dispute between them, the Parties shall continue to carry out, without unreasonable delay, all of their respective responsibilities under this Agreement which are not affected by the dispute, but in no event shall Tenant withhold any payments payable under Article III.

(b) Neither Party to this Agreement shall commence any litigation against the other with respect to any claim or dispute arising hereunder without first participating, in good faith, in mediation as contemplated by this Section 3; provided that the Parties shall be conclusively deemed to have participated, in good faith, in mediation upon the expiration of 90 days after either Party shall have applied to the American Arbitration Association for the appointment of a mediator (the "Mediation Period"), and provided, further, that nothing in this Section 3 shall limit or otherwise preclude Landlord from exercising any and all remedies under Article XIX following an Event of Default by Tenant under this Agreement, or where specifically provided below upon the occurrence of any default by Tenant under this Agreement, except only for a Termination pursuant to Article XIX, Section 2(b). Without limitation of the foregoing, Landlord may determine in its sole discretion if a default or an Event of Default by Tenant has occurred under this Agreement and commence seeking any or all of its remedies except for a Termination of this Agreement; provided, however, following any exercise by Landlord of its remedies, if Tenant claims that Landlord improperly exercised its remedies under this Agreement, Tenant may submit the matter to mediation in accordance with this Section 3, but Landlord shall nonetheless be entitled to continue pursuing its remedies during the pendency of such matter to mediation as aforesaid.

ARTICLE XX
Surrender at End of Term

Section 1: Surrender of Premises

At the expiration or earlier termination of this Agreement, Tenant will be obligated to surrender the Premises and all Improvements and furnishings, fixtures and equipment located thereon to Landlord in a condition in which the same are required to be maintained or improved by Tenant under this Agreement, in a state of repair comparable to facilities of a similar age and suitable for continued uninterrupted use by NBA, WNBA, and NHL teams and as a major entertainment facility, and free of all contracts, licenses, leases or other third party agreements, service contracts and occupancies, except to the extent otherwise provided in the agreed turnover plan pursuant to Section 3 below. The Improvements and the furnishings, fixtures and equipment used in connection with the Improvements (but not any WNBA, NBA or NHL team-owned or leased equipment or fixtures) will be surrendered by Tenant to Landlord upon expiration or termination of the Term of this Agreement; provided that if Tenant is required to remove any Improvements pursuant to Article VII, Section 2(e), Tenant shall remove such Improvements pursuant to and in accordance with Article VII, Section 2(e). The Premises and Improvements shall at the time of such surrender be unencumbered by liens or third-party obligations. Concurrently with Tenant's surrender, Tenant shall deliver to Landlord:

(a) all keys and/or other access devices, codes or passwords for the Premises;

(b) any tools, software or other property that is used by Tenant for the use, operation or maintenance of the Premises and situated on the Premises;

(c) originals or copies of all plans, specifications, manuals, maintenance and service logs, warranties, operating instructions and similar documents that are in Tenant's possession or control and that are applicable to FF&E, Alterations or Tenant Improvements; and

(d) art to be surrendered to the extent provided pursuant to Article XX, Section 3 below.

Section 2: Ownership of Improvements

During the Term Tenant shall own all of the following: all existing and future Improvements, Initial FF&E, Future FF&E, Intellectual Property, and all art installed or placed on the Premises by Tenant. Landlord and Tenant acknowledge their intention that Tenant be treated as the owner of such items for federal income tax and other purposes, and during the Term Landlord agrees not to take or assert any position that is inconsistent with the treatment of Tenant as the owner of such items or that would cause a loss, disallowance or recapture of any Federal Historic Tax Credits. Upon the termination of this Agreement all items that Tenant is required under this Agreement to surrender or assign to Landlord will become the property of Landlord without any further obligation on the part of Landlord.

Section 3: Turnover Plan

Not less than twelve (12) months prior to the scheduled expiration of the Term, the Parties shall meet and confer in good faith to determine a mutually agreeable turnover plan upon the expiration of this Agreement and the surrender of the Premises by Tenant to Landlord. No compensation shall be payable to Tenant on account of the transfers described below. Such turnover plan shall include, but shall not be limited to: (i) the surrender of any liquor licenses to Landlord, (ii) the assignment to and assumption by Landlord of any then-existing subleases, bookings, and/or service contracts affecting the Premises; provided, however, that Landlord shall not be required to assume any subleases, bookings, and/or service contracts that have a term that continues after the scheduled expiration of the Term unless Landlord has consented thereto pursuant to Article V, Section 2, (iii) the transfer to Landlord of any intellectual property rights held by Tenant relating to the Arena, (iv) Tenant's removal and/or restoration of sponsorship and other signage installed and/or maintained by Tenant on the Premises, and (v) the removal, disposition, ownership and surrender of any site specific or building art installed at the Premises, subject to the limitations and requirements of Article VIII, Section 10(c).

ARTICLE XXI
Advertising, Signage, and Naming Rights

Section 1: Premises and Arena Advertising Rights

Tenant's rights with respect to advertising at and around the Premises are set forth at Article VI of the Seattle Center Integration Agreement.

Section 2: Premises and Arena Signage

The initial sign plan for the Premises is attached hereto as Exhibit N (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 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 3: Arena Naming Rights

Tenant will have the right to designate the name of the Arena, and to name other areas within the boundaries of the Premises. The name of the Arena is subject to the prior approval of the Seattle Center Director, which approval will not be unreasonably withheld, conditioned, or delayed. Unless Landlord agrees otherwise, the name given to the Arena will not include reference to any state, local, or other municipality name unless such reference is to "Seattle." Names for other areas within the boundaries of the Premises shall not relate or refer to guns; pornography or "adult" entertainment; tobacco; marijuana (or marijuana products) or illegal drugs or paraphernalia; or otherwise contain vulgar or obscene language.

ARTICLE XXII
Memorandum of Lease

Neither Party shall record this Agreement. Landlord and Tenant agree to execute, acknowledge, and deliver, concurrently with the full execution and delivery of this Agreement, a memorandum of this Agreement, in the form attached hereto as Exhibit E (the "Memorandum of Lease"), which shall be modified solely to the extent necessary to make such form suitable for recording in King County, Washington, and which shall be recorded on or promptly following the Effective Date. Upon expiration of the Term or earlier termination of this Agreement, Tenant shall execute, acknowledge, and deliver a cancellation of the Memorandum of Lease, which may be recorded by Landlord at any time.

ARTICLE XXIII
Other Provisions

Section 1: Governing Law

This Agreement is governed by the laws of the State of Washington. Venue for any action under this Agreement shall 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.

Section 2: Entire Agreement; Relationship to Development Agreement and Seattle Center Integration Agreement

This written Agreement, the Development Agreement, and the Seattle Center Integration Agreement, together with 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. 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 or provided for in this Agreement, the Development Agreement, and/or the Seattle Center Integration Agreement. Except as otherwise specified in this Agreement, the MOU and the Access Agreement, are superseded in total by this Agreement and the Ancillary Agreements.

Section 3: Amendments

No alteration or modification or waiver of the terms or conditions of this Agreement shall be valid and binding unless made in writing and signed by the authorized representatives of the Parties hereto.

Section 4: Notices

All notices provided for herein may be delivered in person, sent by Federal Express or other overnight courier service, or mailed in the United States mail postage prepaid. If such notices are delivered by overnight courier, they shall be considered delivered on the first business day after deposit with such courier. If such notices are mailed, they shall be considered delivered three (3) business days after deposit in such mail. The addresses to be used in connection with such correspondence and notices are the following, or such other address as a Party shall from time to time direct:

Landlord: Seattle Center
Seattle Center Armory
Attn: Seattle Center Director
305 Harrison Street
Seattle, WA 98109

Copies to: City of Seattle, City Attorney's Office
Attn: Civil Chief
701 Fifth Avenue, Suite 2050
Seattle, WA 98104-7097

Copies to: 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

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

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

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

Copies to: Gibson, Dunn & Crutcher LLP
Attn: Douglas M. Champion, Esq.
333 South Grand Avenue, 49th Floor
Los Angeles, CA 90071-3197

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

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

Copies to: Leasehold Mortgagee, if applicable, pursuant to Article XIII

Section 5: Estoppel Certificates

Within ten (10) 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, unless required by a rating agency or requested by a potential assignee of this Agreement), 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 the form of Exhibit D attached hereto and incorporated herein by reference, or in such other form as the requesting Party may reasonably request and as reasonably approved by the non-requesting Party, with appropriate modifications as appropriate to conform to the pertinent facts. 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.

Section 6: 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 Landlord and Tenant.

Section 7: 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.

Section 8: Time is of the Essence

Time is of the essence of this Agreement and all covenants and deadlines hereunder.

Section 9: Non-Sovereign Capacity of City Only

This Agreement binds the City only in its non-sovereign capacity and does not bind the City in its regulatory capacity, nor as a public utility provider, nor as a taxing and assessing authority, nor in any other sovereign capacity.

[SIGNATURES FOLLOW ON NEXT PAGE]

Executed as of the date first written above.

Landlord:

THE CITY OF SEATTLE,
a Washington municipal corporation

____
By: Jenny A. Durkan
Its: Mayor

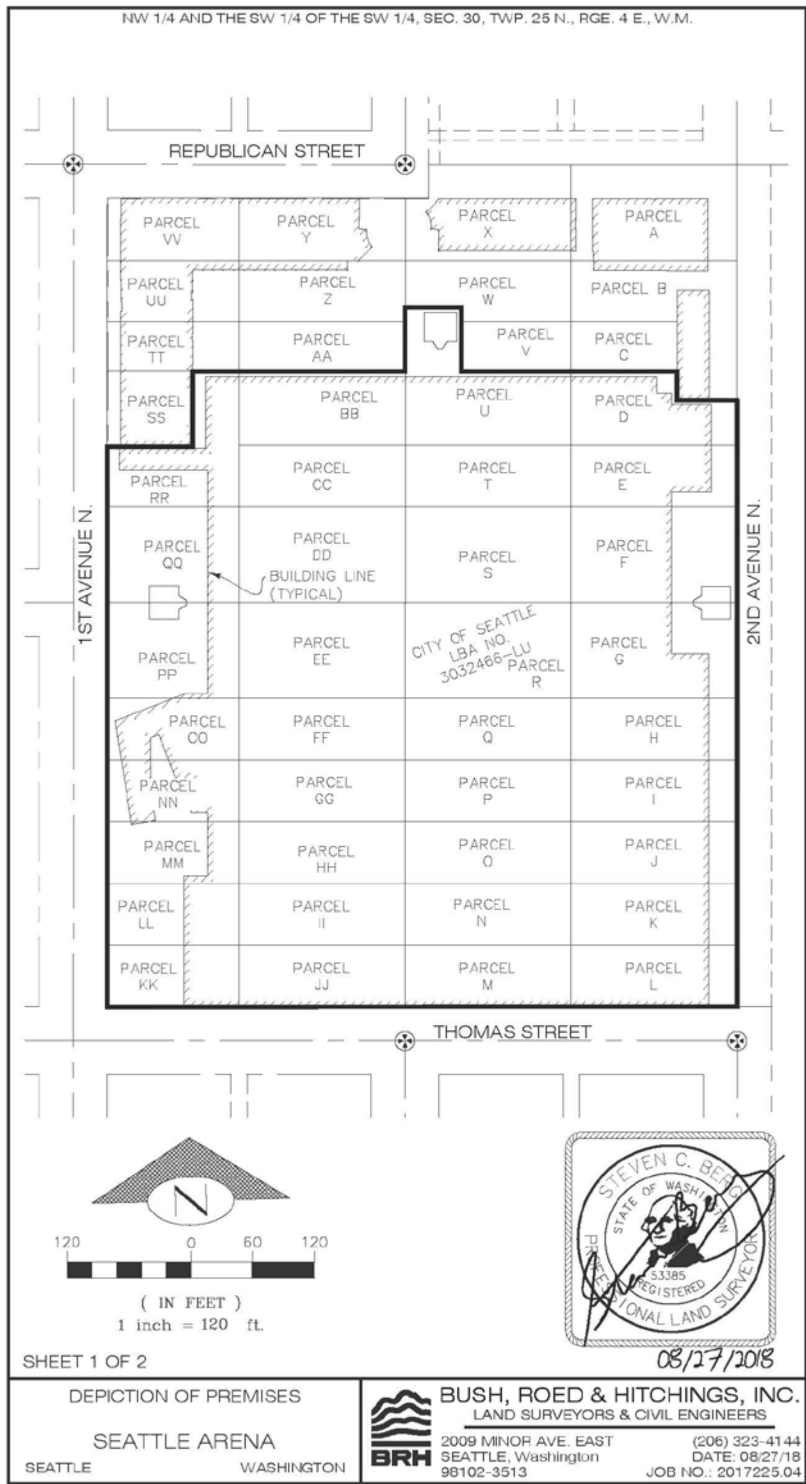
Tenant:

SEATTLE ARENA COMPANY, LLC,
a Delaware limited liability company

____
By: Timothy J. Leiweke
Its: Authorized Signatory

Exhibit A-1

Depiction of Premises


NW 1/4 AND THE SW 1/4 OF THE SW 1/4, SEC. 30, TWP. 25 N., RGE. 4 E., W.M.
REPUBLICAN STREET
THOMAS STREET
1ST AVENUE N.
2ND AVENUE N.
PARCEL VV
PARCEL Y
PARCEL X
PARCEL A
PARCEL UU
PARCEL Z
PARCEL W
PARCEL B
PARCEL TT
PARCEL AA
PARCEL V
PARCEL C
PARCEL SS
PARCEL BB
PARCEL U
PARCEL D
PARCEL RR
PARCEL CC
PARCEL T
PARCEL E
PARCEL QQ
PARCEL DD
BUILDING LINE (TYPICAL)
PARCEL S
PARCEL F
PARCEL PP
PARCEL EE
CITY OF SEATTLE LBA NO. 3032466-LU
PARCEL R
PARCEL G
PARCEL OO
PARCEL FF
PARCEL Q
PARCEL H
PARCEL NN
PARCEL GG
PARCEL P
PARCEL I
PARCEL MM
PARCEL HH
PARCEL O
PARCEL J
PARCEL LL
PARCEL II
PARCEL N
PARCEL K
PARCEL KK
PARCEL JJ
PARCEL M
PARCEL L
N
120 0 60 120
(IN FEET)
1 inch = 120 ft.
STEVEN C. BERG
STATE OF WASHINGTON
53385
REGISTERED
PROFESSIONAL LAND SURVEYOR
08/27/2018
SHEET 1 OF 2
DEPICTION OF PREMISES
SEATTLE ARENA
SEATTLE WASHINGTON
BUSH, ROED & HITCHINGS, INC.
LAND SURVEYORS & CIVIL ENGINEERS
BRH
2009 MINOR AVE. EAST
SEATTLE, Washington
98102-3513
(206) 323-4144
DATE: 08/27/18
JOB NO.: 2017225.04

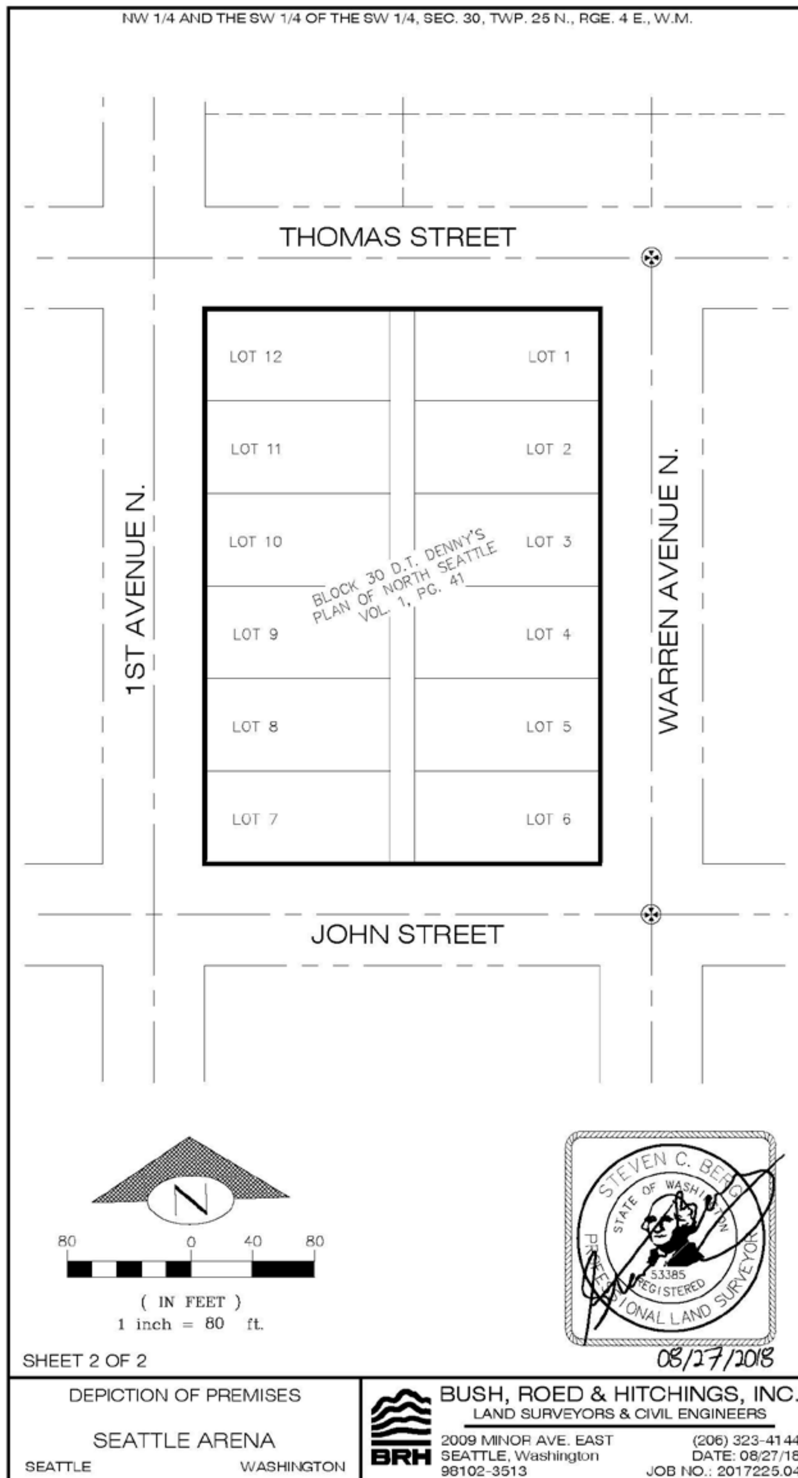

NW 1/4 AND THE SW 1/4 OF THE SW 1/4, SEC. 30, TWP. 25 N., RGE. 4 E., W.M.
THOMAS STREET
LOT 12
LOT 1
LOT 11
LOT 2
LOT 10
LOT 3
LOT 9
LOT 4
LOT 8
LOT 5
LOT 7
LOT 6
BLOCK 30 D.T. DENNY'S PLAN OF NORTH SEATTLE VOL. 1, PG. 41
1ST AVENUE N.
WARREN AVENUE N.
JOHN STREET
80 0 40 80
(IN FEET)
1 inch = 80 ft.
STEVEN C. BERG
STATE OF WASHINGTON
53385
REGISTERED
PROFESSIONAL LAND SURVEYOR
08/27/2018
SHEET 2 OF 2
DEPICTION OF PREMISES
SEATTLE ARENA
SEATTLE WASHINGTON
BUSH, ROED & HITCHINGS, INC.
LAND SURVEYORS & CIVIL ENGINEERS
2009 MINOR AVE. EAST
SEATTLE, Washington
98102-3513
(206) 323-4144
DATE: 08/27/18
JOB NO.: 2017225.04
BRH

Exhibit A-2

Legal Description of Premises

ARENA SITE:

Parcels D through U, and BB through RR, City of Seattle of Lot Boundary Adjustment No. 3032466-LU, recorded under Recording No. ____________, Records of King County, Washington.

SOUTH SITE:

Lots 1 through 5, inclusive, Block 30, D.T. Denny's Plan of North Seattle, according to the plat thereof recorded in Volume 1 of Plats, page 41, in King County, Washington;
EXCEPT the South 6 feet of said Lot 5;
TOGETHER WITH that portion of alley vacated by City of Seattle Ordinance No. 117474 which attached to said premises by operation of law.

AND

Lots 6 through 12, inclusive, and the South 6 feet of Lot 5, Block 30, D.T. Denny's Plan of North Seattle, according to the plat thereof recorded in Volume 1 of Plats, page 41, in King County, Washington;
TOGETHER WITH that portion of alley vacated by City of Seattle Ordinance No. 117474 which attached to said premises by operation of law.

Exhibit A-3

Northwest Rooms Courtyard Access Locations

Exhibit A-4

Reserved Rights Areas

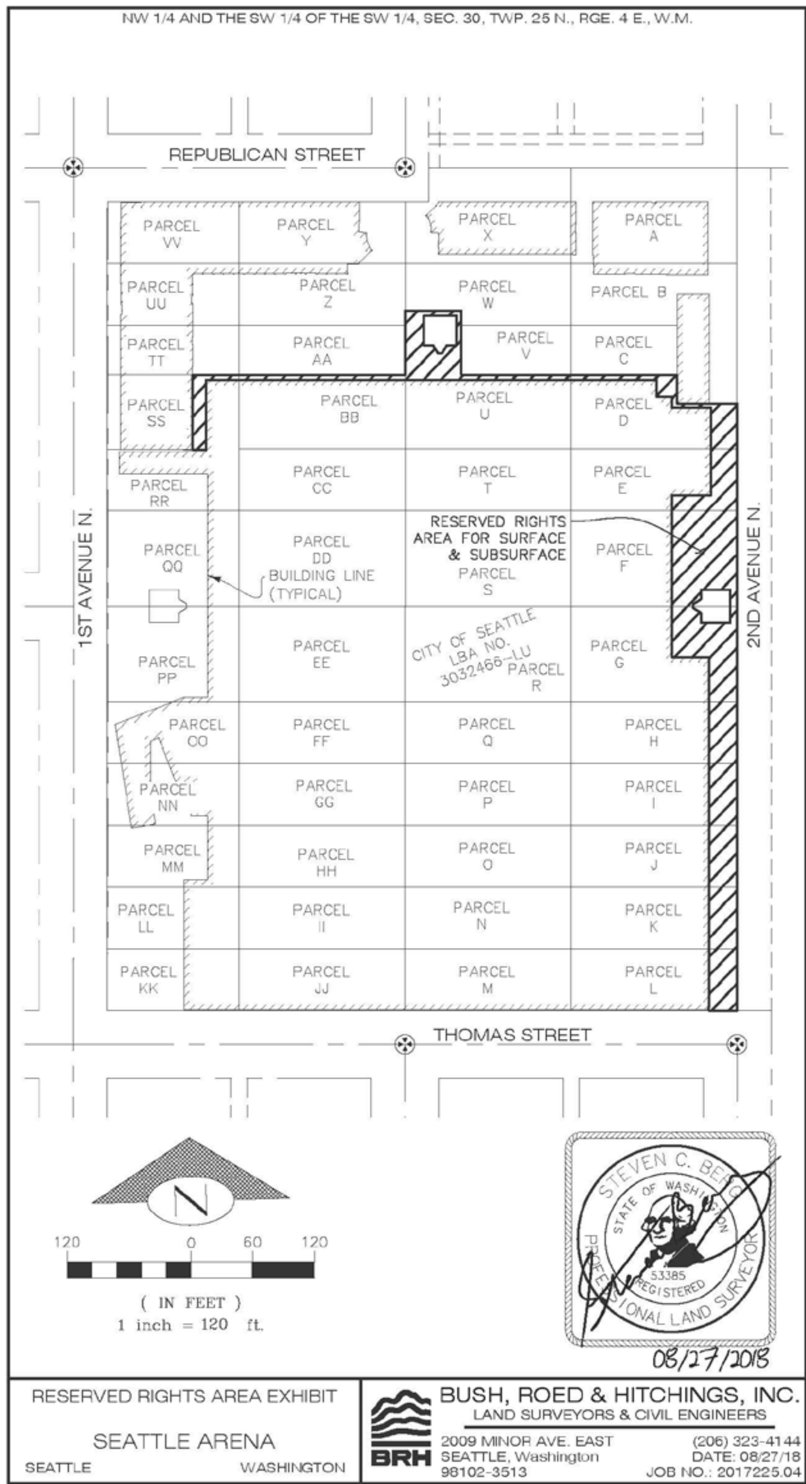

NW 1/4 AND THE SW 1/4 OF THE SW 1/4, SEC. 30, TWP. 25 N., RGE. 4 E., W.M.
REPUBLICAN STREET
THOMAS STREET
1ST AVENUE N.
2ND AVENUE N.
PARCEL VV
PARCEL Y
PARCEL X
PARCEL A
PARCEL UU
PARCEL Z
PARCEL W
PARCEL B
PARCEL TT
PARCEL AA
PARCEL V
PARCEL C
PARCEL SS
PARCEL BB
PARCEL U
PARCEL D
PARCEL RR
PARCEL CC
PARCEL T
PARCEL E
RESERVED RIGHTS AREA FOR SURFACE & SUBSURFACE
PARCEL QQ
PARCEL DD
BUILDING LINE (TYPICAL)
PARCEL S
PARCEL F
PARCEL PP
PARCEL EE
CITY OF SEATTLE LBA NO. 3032466-LU
PARCEL R
PARCEL G
PARCEL OO
PARCEL FF
PARCEL Q
PARCEL H
PARCEL NN
PARCEL GG
PARCEL P
PARCEL I
PARCEL MM
PARCEL HH
PARCEL O
PARCEL J
PARCEL LL
PARCEL II
PARCEL N
PARCEL K
PARCEL KK
PARCEL JJ
PARCEL M
PARCEL L
N
120 0 60 120
(IN FEET)
1 inch = 120 ft.
STEVEN C. BERG
STATE OF WASHINGTON
53385
REGISTERED
PROFESSIONAL LAND SURVEYOR
08/27/2018
RESERVED RIGHTS AREA EXHIBIT
SEATTLE ARENA
SEATTLE WASHINGTON
BRH
BUSH, ROED & HITCHINGS, INC.
LAND SURVEYORS & CIVIL ENGINEERS
2009 MINOR AVE. EAST
SEATTLE, Washington
98102-3513
(206) 323-4144
DATE: 08/27/18
JOB NO.: 2017225.04

Exhibit B

Existing Encumbrances on Title to Fee Estate

<u>Exhibit C</u>

Form of Non-Disturbance Agreement

<u>Exhibit D</u>

Form of Estoppel Certificate

Exhibit E

Form of Memorandum of Lease

RECORDED AT THE REQUEST OF
AND AFTER RECORDING RETURN TO:

Gibson, Dunn & Crutcher LLP
333 South Grand Avenue, Suite 4900
Los Angeles, California 90071
Attention: Douglas M. Champion, Esq.

MEMORANDUM OF LEASE AGREEMENT

(Arena at Seattle Center)

Landlord: THE CITY OF SEATTLE, a municipal corporation of the State of Washington

Tenant: SEATTLE ARENA COMPANY, LLC, a Delaware limited liability company

Abbreviated Legal
Description: [●]

Complete Legal Description is set forth in Exhibit A attached hereto

Assessor's Tax
Parcel ID#: [●]

Reference #
(if applicable): [●]

THIS MEMORANDUM OF LEASE AGREEMENT (this "Memorandum") is dated as of [●], 2018, by and between THE CITY OF SEATTLE, a municipal corporation of the State of

Washington ("Landlord"), and SEATTLE ARENA COMPANY, LLC, a Delaware limited liability company ("Tenant").

1. Premises. Landlord has leased to Tenant, upon the terms and conditions of that certain Lease Agreement (Arena at Seattle Center) by and between Landlord and Tenant dated as of [●], 2018 (the "Lease"), which terms and conditions are incorporated by this reference, that certain real property situated in the City of Seattle, King County, Washington, more particularly described on Exhibit A attached hereto.

2. Term. The Lease is for a term of thirty-nine (39) years commencing [●], 2018 and ending [●], unless extended in accordance with the terms of the Lease. Tenant has the right to extend the term of the Lease for two (2) additional terms of eight (8) years each, which extension rights, if both were exercised, would result in the term of the Lease first expiring on [●].

3. New Lease. The Lease provides that under certain circumstances a lender with a leasehold mortgage on Tenant's leasehold estate interest in the Premises may cause a new replacement lease for the Premises on substantially the same terms as the Lease to come into existence and such new lease would be superior to all rights, liens, and interests created by or established through Landlord between the date of the Lease and the date on which such new lease came into effect.

4. Ownership of Improvements During Term. During the Term Tenant shall own all of the following: all existing and future Improvements, Initial FF&E, Future FF&E, Intellectual Property, and all art installed or placed on the Premises by Tenant (as each of the foregoing terms are defined in the Lease).

5. Purposes of Memorandum of Lease. This Memorandum is prepared for the purpose of recordation and in no way modifies the Lease.

[SIGNATURES FOLLOW ON NEXT PAGE]

DATED as of the day and year first above written.

LANDLORD:	THE CITY OF SEATTLE, a municipal corporation of the State of Washington
	By:____
	Its: ___________________________________
TENANT:	SEATTLE ARENA COMPANY, LLC, a Delaware limited liability company
	By:____
	Its: ___________________________________

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this _____ day of _______________, 2018, before me, the undersigned a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared to me known to the _______________ of the Seattle Center for the City of Seattle, the municipal corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein mentioned, and on oath stated that she was authorized to execute the said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written

____

[Signature of Notary]

____

(Legibly Print or Stamp Name of Notary)

Notary public in and for the state of Washington,
residing at _______________________________

My appointment expires ___________________

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this _____ day of _______________, 2018, before me, the undersigned a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared to me known to the _______________ of the Seattle Center for the City of Seattle, the municipal corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein mentioned, and on oath stated that she was authorized to execute the said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written

____

[Signature of Notary]

____

(Legibly Print or Stamp Name of Notary)

Notary public in and for the state of Washington,
residing at _______________________________

My appointment expires____________________

Exhibit F

Environmental Reports

Exhibit G

Insurance Requirements

Securing of Insurance Coverage. Tenant shall procure and maintain, or cause to be procured and maintained, during the entire Term of this Agreement the insurance described in this Exhibit G. By not later than the date the policies are required to be in effect pursuant to Section 1.2 below, Tenant shall provide Landlord certificates of insurance and applicable endorsements from the companies issuing policies providing the required insurance stating that such coverage is in effect. Copies of required insurance policies procured by Tenant shall be provided to Landlord upon request. Tenant's procurement of the insurance required under this Exhibit G shall in no manner affect or limit Tenant's indemnification obligations in this Agreement or the Development Agreement. In the event of an insured loss, Tenant or its contractors shall be responsible for paying all deductibles.

I. During the term of the Development Agreement

1.1 Tenant's Insurance Requirements. From the Initial Commencement Date of this Agreement until the Operating Term Commencement Date, Tenant shall, at its sole cost and expense and as part of Project Costs, procure and maintain with insurers acceptable to Landlord, at a minimum, the following insurance against claims for injuries to persons or damages to property that may arise from, or in connection with the performance of work hereunder by Tenant, its agents, representatives, employees, consultants, subconsultants, contractors and/or subcontractors. Coverage shall be at least as broad as:

1.1.1 Commercial General Liability. Insurance Services Office form number (CG 00 01) or equivalent covering Commercial General Liability, whereas Tenant reserves the right to secure and maintain coverage via a Controlled Insurance Program (CIP); see Contractor Off-Site Coverage Requirements. Coverage shall be on an Occurrence form and apply to bodily and property damage and the limits shall apply on a "per project" basis. Policy shall be written on form CG 00 01 07 98 or its equivalent and shall not include any exclusions or limitations other than those incorporated in the standard form and shall include coverage for:

1. Premises/Operations;
2. Products/Completed Operations;
3. Advertising Injury;
4. Contractual Liability;
5. Independent Contractors;
6. "Additional Insured" status provided to relevant project entities;
7. Personal injury with employment and contractual exclusions deleted;

8. Unintentional failure to disclose provision;

9. Per project aggregate per ISO CG 25 03 (Aggregate Limits of Insurance per project) or equivalent; and

10. A broadened knowledge of occurrence provision.

Such insurance must provide a minimum limit of not less than $50,000,000 general aggregate per project/location aggregate, which can be met through a combination of General Liability and Excess Liability. Such insurance shall not contain exclusions related to explosion, collapse, underground, and blasting. Tenant shall maintain coverage for completed operations/product liability claims as part of such Commercial General Liability policy or provide evidence of completed operations/product liability for at least six (6) years after Final Completion of the Project (as defined in the Development Agreement). The policy will not exclude coverage losses resulting from perils and acts of terrorism so long as terrorism coverage is commercially available. If any such insurance policy excludes coverage for perils and acts of terrorism, Tenant will obtain a separate terrorism insurance policy in the coverage amount required by this paragraph in form and substance reasonably satisfactory to Landlord.

1.1.2 Automobile Liability. Insurance Services Office form number (CA 00 01) or equivalent covering Business Automobile Coverage, symbol 1 “any auto”; or the combination of symbols 2, 8, and 9, with a limit of not less than $10,000,000 combined single limit per occurrence.

1.1.3 Workers’ Compensation. Workers’ Compensation coverage, as required by the Industrial Insurance Act of the State of Washington, statutory limits, and any other applicable State Workers’ Compensation Law.

1.1.4 Employer’s Liability or “Stop Gap”. The protection provided by the Workers’ Compensation Policy, Part 2 (Employer’s Liability) or, in states with monopolistic state funds, the protection provided by the “Stop Gap” endorsement to the General Liability or Worker’s Compensation Policy in the amount of at least $50,000,000.

1.1.5 Builder’s Risk Insurance. During the period of construction of the Initial Tenant Improvements, Tenant shall also procure and maintain Builder’s Risk Insurance, which shall be written on an “all-risk” completed value policy form in the amount of the initial contract sum, plus value of subsequent contract modifications and cost of materials supplied or installed by Tenant, Landlord, or others, comprising total value for the entire Initial Tenant Improvements on a replacement cost basis, including cost to cover professional fees. Coverage shall be provided for (i) the perils of earth movement including earthquake and flood (an earthquake and flood sublimit may be allowed, as mutually agreed to by Tenant and Landlord and may be subject to PML study); (ii) resultant damage from errors in design, plans, specifications, faulty workmanship, materials and construction; (iii) “extra expense”; (iv) temporary buildings, debris removal and all materials to be stored offsite and while in transit to the jobsite; (v) “cold testing” of all building systems; (vi) Tenant and Landlord’s loss of use of the Arena due to delays in completion of the Initial Tenant Improvements caused by covered peril losses to the Tenant Improvements, including the loss of income and rents and soft costs such as interest on the

construction loan, real estate taxes and insurance premiums; (vii) the increased cost of construction, debris removal and demolition due to the operation of building laws and code upgrades; and (viii) direct physical damage to the Tenant Improvements and loss of use caused by an off premises services interruption. The policy shall include a waiver of subrogation provision in favor of Landlord and shall grant permission for partial occupancy of the facilities without having a detrimental effect on the coverage provided. Tenant shall have the required Builder's Risk Policy in place no later than Commencement of Construction. The Builder's Risk Policy shall include Tenant, the General Contractor and their respective subcontractors, other contractors, and Landlord as insureds in an amount equal to their interest with a loss payable clause in favor of Construction Lender and Landlord, as their interests may appear. Tenant shall keep the Builder's Risk Policy in place from Commencement of Construction until Physical Completion of the Project. "Physical Completion of the Project" shall be deemed to occur upon issuance of certificates of occupancy for the Arena, tunnel, and below-grade garage. Upon Physical Completion of the Project, the completed project broad-form all risk property insurance coverage will take effect immediately. The policy will not exclude coverage losses resulting from perils and acts of terrorism so long as terrorism coverage is commercially available. If any such insurance policy excludes coverage for perils and acts of terrorism, Tenant will obtain a separate terrorism insurance policy in the coverage amount required by this paragraph in form and substance reasonably satisfactory to Landlord.

1.1.6 Umbrella / Excess Liability. Coverage shall follow form of the General Liability, Employer's Liability, and Automobile Liability. Such insurance must provide a minimum limit of liability general aggregate per project/location of $50,000,000.

1.2 Contractors' Insurance Requirements. If Tenant elects to secure and maintain coverage via an Owner Controlled Insurance Program ("OCIP"), the enrolled parties will provide and maintain for off-site activities the types of insurance described below. From and after the Initial Commencement Date of this Agreement, the contractor shall, at its sole cost and expense and as part of Project Costs (as defined in the Development Agreement), procure and maintain or cause to be procured and maintained with insurers acceptable to Landlord, at a minimum, the following insurance against claims for injuries to persons or damages to property that may arise from, or in connection with the performance of work hereunder by contractor, its agents, representatives, employees consultants and/or subcontractors. Coverage shall be at least as broad as follows. Tenant shall include a provision in each construction contract requiring each contractor to maintain the following minimum scope and limits of insurance.

1.2.1 Commercial General Liability. Insurance Services Office form number (CG00 01) or equivalent covering Commercial General Liability including coverage for:

1. Premises/Operations;
2. Products/Completed Operations;
3. Advertising Injury;
4. Contractual Liability;

5. Independent Contractors;
6. Explosion collapse underground hazards;
7. Personal injury with employment and contractual exclusions deleted;
8. Unintentional failure to disclose provision;
9. Per project aggregate per ISO CG 25 03 (Aggregate Limits of Insurance per project) or Equivalent;
10. Blasting (if explosives are used in the performance of the Work); and
11. A broadened knowledge of occurrence provision.

Such insurance must provide a minimum limit of not less than $2,000,000 per occurrence / $4,000,000 general aggregate per project/location aggregate.

Contractor shall maintain coverage for completed operations/product liability claims as part of such Commercial General Liability policy or provide evidence of completed operations/product liability for at least six (6) years after Final Completion of the Project (as defined in the Development Agreement).

The contractor's CGL insurance shall not exclude perils generally known as XCU (Explosion, Collapse and Underground Property Damage), Subsidence, Absolute Earth Movement (except as respects earthquake peril only) or any equivalent peril.

The contractor's CGL insurance shall include Landlord as an additional insured for Products and Completed Operations by providing additional insured status on the ISO CG 20 10 11 85 or CG 20 37 endorsement, or by an equivalent policy or endorsement provision. The Products and Completed Operations additional insured status for Landlord shall remain in effect for not less than six (6) years following the Physical Completion Date or Final Acceptance of the Work (as applicable) by Landlord.

1.2.2 Automobile Liability. Automobile Liability Insurance Services Office form number (CA 00 01) or equivalent for owned, non-owned, hired, and leased vehicles, as applicable, with a minimum limit of liability of $5,000,000 Combined Single Limit (CSL), which can be met through a combination of the Auto Liability and Excess Liability. If pollutants are to be transported, MCS 90 and CA 99 48 endorsements are required on the Automobile Liability insurance policy unless in-transit pollution risk is covered under a Pollution Liability insurance policy.

1.2.3 Workers' Compensation. The contractor shall comply with Workers' Compensation coverage as required by Title 51 RCW (Industrial Insurance) and any other applicable State Workers' Compensation laws.

1.2.4 Employer's Liability or "Stop Gap". The protection provided by the Workers' Compensation Policy, Part 2 (Employer's Liability) or, in states with monopolistic state funds, the

protection provided by the "Stop Gap" endorsement to the General Liability or Workers' Compensation Policy in the amount of at least $10,000,000.

1.2.5 Contractor's Pollution Liability. Contractor shall provide contractor's Pollution Liability coverage in the amount of $25,000,000 per occurrence or claim and in the aggregate to cover sudden and non-sudden bodily injury and/or property damage to include the destruction of tangible property, loss of use, clean-up costs and the loss of use of tangible property that has not been physically injured or destroyed. Insurance shall not exclude pollution arising out of Asbestos, Lead Mold and/or PCB operations. Evidence of Insurance must specifically state that such coverage is included. Contractor shall be responsible for obtaining and maintaining evidence of Transportation coverage (including MCS-90 and CA 9948 Endorsements for Automobile Liability) and Disposal Site Operators Insurance from all subcontractors and site operators. If Coverage is placed on a "Claims-Made" basis, then the Retrospective Date of the policy must match or precede the date these contracts are executed. Evidence of continuous coverage or an extended reporting period endorsement shall be required for a period of six (6) years after Final Completion.

1.2.6 In-Transit Pollution Liability. CA 99 48 and MCS 90 endorsements are required on the Automobile Liability insurance policy unless in-transit pollution risk is covered under a Pollution Liability insurance policy.

1.2.7 Contractor's Professional Liability. In any construction contract that requires professional services as part of the work, contractor shall provide $5,000,000 per claim/aggregate professional liability errors and omissions coverage. If Coverage is placed on a "Claims-Made" basis, then the Retrospective Date of the policy must match or precede the date the first professional services are provided. Evidence of continuous coverage or an extended reporting period endorsement shall be required for a period of six (6) years after Final Completion. This will be in conjunction with an Owners Protective Professional Indemnity Policy.

1.2.8 Contractor's Property and Inland Marine Insurance. Property insurance on an "all-risk" coverage form, covering property owned by the contractor and its respective subcontractors, including scaffolding, trailers, and other equipment.

1.2.9 Umbrella / Excess Liability. Coverage shall follow form of the General Liability, Employer's Liability, and Automobile Liability. Such insurance must provide a minimum limit of liability general aggregate per project/location as follows per trade:

Crane Operator	$25,000,000
The following Trades: Excavation Foundation Site Utilities Masonry Drywall	$10,000,000

Concrete Steel Erection Hoisting (including Elevators) Plumbing Electrical HVAC	
All other Trades	$5,000,000

1.3 Design and Engineering Consultants' Insurance Requirements. From and after the Effective Date of this Agreement, the Professional Consultant shall, at its sole cost and expense and as part of Project Costs, procure and maintain or cause to be procured and maintained with insurers acceptable to Landlord, at a minimum, the following insurance against claims for injuries to persons or damages to property that may arise from, or in connection with the performance of work hereunder by Professional Consultant, its agents, representatives, employees consultants and/or subcontractors. Tenant shall require in each Professional Consultant Contract that the Consultant provide the following minimum scope and limits of insurance:

1.3.1 General Liability. Insurance Services Office form number (CG00 01) or equivalent covering Commercial General Liability, including coverage for completed operations/product liability, independent contractors, contractual liability, explosion collapse underground hazards, personal injury with employment and contractual exclusions deleted, unintentional failure to disclose provision, and a broadened knowledge of occurrence provision with a limit of not less than $5,000,000 combined single limit per occurrence, $5,000,000 general aggregate per project/location. Professional Consultant shall maintain coverage for completed operations/product liability claims as part of such Commercial General Liability policy or provide evidence of completed operations/product liability for at least six (6) years after Final Completion of the Project.

1.3.2 Automobile Liability. Insurance Services Office form number (CA 00 01) or equivalent covering Business Automobile Coverage, symbol 1 "any auto"; or the combination of symbols 2, 8, and 9, with a limit of not less than $2,000,000 combined single limit per occurrence.

1.3.3 Workers' Compensation. Workers' Compensation coverage, as required by the Industrial Insurance Act of the State of Washington or any other applicable State Workers' Compensation Law, at statutory limits.

1.3.4 Employer's Liability or "Stop Gap". The protection provided by the Workers' Compensation Policy, Part 2 (Employer's Liability) or, in states with monopolistic state funds, the protection provided by the "Stop Gap" endorsement to the General Liability or Worker's Compensation Policy in the amount of at least $10,000,000.

1.3.6 Professional Liability Errors and Omissions. Consultant shall provide $10,000,000 per claim/aggregate professional liability errors and omissions coverage. Such

coverage shall continue in force or be extended by professional "Tail" coverage for a period no less than 6 years from Physical Completion of the Project. If approved in writing by Landlord prior to contract approval, a practice policy may be obtained instead of a project policy.

1.3.7 Owners Protective Professional Indemnity. Tenant shall procure and maintain a project specific Owners Protective Professional Indemnity (OPPI) policy in the name of the project owner to sit excess of the consultants' professional liability coverage with a limit of no less than $25,000,000 per claim/aggregate.

II. From and After the Operating Term Commencement Date of this Agreement

2.1 Types of Required Insurance. From the Operating Term Commencement Date and throughout the Term of this Agreement, Tenant shall secure and maintain insurance covering the Premises.

2.1.1 Commercial General Liability. Insurance Services Office form number (CG00 01) or equivalent covering Commercial General Liability, including coverage for:

1. Premises/Operations;
2. Products/Completed Operations;
3. Advertising Injury;
4. Contractual Liability;
5. Independent Contractors;
6. Explosion collapse underground hazards;
7. Incidental medical malpractice;
8. Herbicide or pesticide applicators coverage;
9. Personal injury with employment and contractual exclusions deleted;
10. Unintentional failure to disclose provision;
11. Per project aggregate per ISO CG 25 03 (Aggregate Limits of Insurance per project) or Equivalent;
12. Blasting (if explosives are used in the performance of the Work); and
13. A broadened knowledge of occurrence provision.

with a limit of not less than $1,000,000 combined single limit per occurrence, $2,000,000 general aggregate per project/location.

2.1.2 Liquor Liability. Liquor liability for the serving and selling of alcoholic beverages in an amount of not less than $10,000,000 Per Occurrence, $10,000,000 annual aggregate.

2.1.3 Automobile Liability. Business Auto coverage on Insurance Services Office form number (CA 00 01) or equivalent for owned, hired, leased, and non-owned vehicles used by Tenant in connection with the use, management and operation of the Arena, or in the parking areas, or on public streets in conjunction with work under this contract, in an amount not less than $5,000,000 each accident, combined bodily injury and property damage, written on an occurrence form.

2.1.4 Workers' Compensation. Workers' Compensation coverage, as required by the Industrial Insurance Act of the State of Washington, or any other applicable State Worker's Compensation Law at statutory limits. Coverage shall include USL&H, Maritime, Admiralty Act coverage if any work around water or onboard watercraft is involved.

2.1.5 Employer's Liability or "Stop Gap". The protection provided by the Workers' Compensation Policy, Part 2 (Employer's Liability) or, in states with monopolistic state funds, the protection provided by the "Stop Gap" endorsement to the General Liability Policy in the amount of at least $10,000,000 per accident.

2.1.6 Umbrella/Excess Liability. Umbrella/Excess Liability insurance in excess of the coverage set forth in clause 2.1.1, above, with limits of not less than $100,000,000 per occurrence and $100,000,000 annual aggregate, written on an occurrence form. Terrorism coverage is required for the full limits of clause 2.1.1.

2.1.7 Garage Keepers Direct Primary Legal Liability. In the event that Tenant implements valet parking services, Tenant will secure and maintain Garage Keepers Direct Primary Legal Liability, written on an occurrence form, for all parking operations with adequate limits to cover fire and theft to all automobiles, or any portion or the contents thereof, including, without limitation, loss caused by riot, civil commotion, vandalism, malicious mischief and collision. In the event Tenant does not provide valet parking services, but does provide open parking to the public, Garage Keepers' Legal Liability on a direct excess basis is required. If both valet and open parking are provided, both coverages above are required.

2.1.8 Broad-Form All Risk Property Insurance. Coincident with the termination of the Builder's Risk insurance and effective to ensure complete coverage of the property, which may be before the Operating Term Commencement Date, Tenant will provide and maintain Broad-form All Risk Property insurance including but not limited to (i) full replacement cost and consequential loss coverage on the buildings, structures, tenant improvements and betterments, contents, furnishings, and operating equipment, including Premises under renovation or construction.; and (ii) combined Business Income and Extra Expense coverage, covering the loss of income including all Gross Revenues, attributed to the Parking areas as well as the Arena, including any net profit, continuing charges, expenses (including without limitation, Debt Service) and ordinary payroll for a twelve (12) month period of indemnity; (iii) coverage for consequential loss from service interruption; (iv) the perils of earth movement including earthquake and flood

(an earthquake and flood sublimit may be allowed, as mutually agreed to by Tenant and Landlord and may be subject to PML study), and (v) equipment breakdown coverage, if applicable. Such coverage shall not be subject to any coinsurance provision. Total policy limit shall not be less than 100% total replacement cost new values, with due consideration for new construction or renovation work, plus total business interruption values.

New Tenant Improvement projects shall be discussed with Landlord at least 90 days prior to proposed start date to determine (i) if additional Builder's Risk coverage is required or may be covered on the operational property policy, (ii) whether an earthquake and flood sublimit may be allowed, as mutually agreed to by Tenant and Landlord and may be subject to PML study. If Builder's Risk coverage is required it shall be standard "all risk" builder's risk insurance (including, without limitation, coverage against collapse), written on a completed value basis, in an amount not less than the projected total cost of construction or renovation of such Tenant Improvement project plus "soft costs," including design costs, licensing fees, architect fees, and engineer fees as reasonably estimated by Tenant's architect and as approved by Landlord not more than sixty (60) days prior to the commencement of construction or renovation. Policy shall include coverage for temporary buildings, debris removal, and building materials in transit or stored on or off-site. Insurance shall also include such liability coverages as deemed reasonable for a project of the size and scope undertaken.

III. **Terms of Insurance.** The policies required under this Exhibit G shall:

3.1 Be written as primary policies not contributing with and not in excess of coverage that Landlord may carry.

3.2 All liability policies shall name Landlord and its officers, officials, employees and agents as additional insureds as broad as CG 2010 11/85 or its equivalent and as respects liability arising out of activities performed by or on behalf of Tenant in connection with this Agreement. All property policies shall name Landlord as additional loss payee, as its interests may appear.

3.3 Expressly provide that Landlord shall not be required to give notice of accidents or claims and that Landlord shall have no liability for premiums.

3.4 Provide that such policies shall not be renewed, canceled, or materially modified without thirty (30) days' prior written notice to Landlord or ten (10) days for non-payment of premiums. Tenant shall provide Landlord with notification in the event of any reduction or restriction of insurance limits or coverage of their respective policies.

3.5 Be issued by an insurer of recognized standing other than insurance provided by the State of Washington Department of Labor & Industries, rated "A-:VII" or better as established by Bests' Rating Guide or an equivalent rating issued by such other publication of a similar nature as shall be in current use, and licensed to do business in the State of Washington unless a surplus lines placement by a licensed Washington State surplus lines broker, or be otherwise acceptable to Landlord.

3.6 Each insurance policy shall be written on an "occurrence" form, excepting that insurance for professional liability, errors and omissions, and Contractors Pollution Liability when required, may be acceptable on a "claims made" form.

3.7 If coverage is approved (if approval is required above) and purchased on a "claims made" basis, Tenant warrants continuation of coverage, either through policy renewals or the purchase of an extended discovery period, if such extended coverage is available, for not less than six years from the date of completion of the work that is subject to said insurance.

3.8 Provide that the insurer waives subrogation as to any rights to recovery from Landlord.

3.9 The limits of liability specified herein are minimum limits only. Such minimum limits of liability requirements shall not be construed to limit the liability of Tenant, that of any subcontractor of any tier or of any of their respective insurers. Any provision in any Tenant or subcontractor insurance policy that limits available limits of liability to those specified in a written agreement or contract shall not apply and all insurance policies, with the exception of Professional Liability and Workers Compensation, shall include Landlord as an additional insured for primary and non-contributory limits of liability for the full valid and collectible limits of liability maintained by Tenant or subcontractor, whether such limits are primary, excess, contingent or otherwise. This provision shall apply regardless of whether limits maintained by Tenant are greater than those required by this Contract, and regardless of whether the certification of insurance provided by a subcontractor of any tier specifies lower minimum limits than those specified for or maintained by Tenant.

3.10 Any deductibles or self-insured retentions must be declared to and approved by Landlord. The deductible and/or self-insured retention of the policies shall be the sole responsibility of Tenant for their respective policies.

3.11 Tenant's insurance coverage shall be primary insurance as respects Landlord and its officers, officials, employees and shall include a severability of interests (cross liability) and a waiver of subrogation in favor of Landlord. Any insurance and/or self-insurance maintained by Landlord, or its officers, officials, employees and/agents shall not contribute with Tenant's insurance or benefit Tenant in any way.

3.12 Limits specified for General Liability, Automobile Liability, and Employer's Liability or "Stop Gap" can be satisfied with any combination of primary and/or excess Policies.

3.13 By requiring such minimum insurance as specified herein, neither party shall be deemed to, or construed to, have assessed the risks that may be applicable to the other party to this Agreement or any contractor. Each party and each contractor shall assess its own risks and, if it deems appropriate and/or prudent, maintain greater limits or broader coverage.

IV. Evidence of Insurance.

4.1 Tenant shall deliver to Landlord certification of insurance meeting the requirements set forth herein when Tenant delivers the signed Agreement. The certification of insurance must include the following:

4.1.1. An ACORD certificate or equivalent form fully disclosing all coverages and limits of liability maintained.

4.1.2. A copy of the additional insured endorsement or blanket additional insured language to the Commercial General Liability and (if required) Contractor's Pollution Liability insurance documenting that Landlord is an additional insured for primary and non-contributory limits of liability and Products and Completed Operations Additional Insured; a statement of additional insured status on an ACORD or other form of certificate of insurance will not satisfy this requirement.

4.1.3. A copy of each policy's declarations page and schedule of forms and endorsements.

4.1.4. Any other policy language or endorsements that documents compliance with the requirements herein, including (if required) CA 99 48 and MCS-90 endorsements.

4.1.5. Certification shall be sent to a notice address and fax number designated by the Seattle Center Representative and to a designated Financial and Administrative Services (FAS) Risk Management address.

4.2 Should any insurance policy neither be issued nor delivered to Tenant at the time it delivers the signed Agreement, Tenant shall deliver and maintain on file with Landlord binders of insurance evidencing compliance with the requirements herein. As soon as practicable after delivery of the policy(ies), Tenant shall deliver the insurance certification specified in subparagraphs 4.1.2 through 4.1.4 above.

4.3 At any time upon Landlord's request, Tenant shall forward to Landlord a true and certified copy of any insurance policy(ies).

V. Landlord Acquisition of Insurance.

If at any time during the Term of this Agreement, Tenant fails to procure or maintain insurance required under this Agreement, or to pay the premiums for such insurance, Landlord shall have the right but not the obligation after ten (10) Business Days' prior written notice to Tenant to procure the insurance and to pay any and all premiums for such insurance. Any amounts paid by Landlord in connection with the acquisition of insurance shall be immediately due and payable, and Tenant shall pay to Landlord upon demand the full amount paid by Landlord.

<u>Exhibit H</u>

Form of Operating Term Commencement Date Acknowledgment Letter

Exhibit I

Salvage FF & E

Exhibit J

Initial Seattle Center Rules

SEATTLE CENTER CAMPUS RULES

Seattle Center Purpose Statement

Seattle Center creates exceptional events, experiences, and environments that delight and inspire the human spirit to build stronger communities.

A: General Provisions

Seattle Center is a department of the City of Seattle. It is a beautiful 74-acre landscaped campus that includes theaters, arenas, museums, and other public facilities. Its roots reach back more than 100 years as a site of Native American celebrations. Seattle Center is a reflection of the Northwest itself: the cultural diversity; the commitment to the arts, to the environment, and to education; and the love of sports and quality entertainment. With over 12 million visitors a year, it is the fourth largest visitor destination in the United States.

B: Purpose

These rules are intended to help provide for the safe enjoyment of all that Seattle Center has to offer. Prohibited and inappropriate behavior on the Seattle Center Campus diminishes these precious assets and deprives citizens of the full use and enjoyment of the natural beauty, recreational opportunities, and peaceful repose that the Seattle Center campus provides in the center of an urban setting.

All persons on the Seattle Center campus shall be governed by these rules and regulations and by order and instructions of the Seattle Center Director relative to the use or occupation of any part of the Seattle Center grounds or buildings and shall comply with written or oral instructions issued by the Director, Seattle Center employees, Seattle Center authorized agents, or Seattle Police to enforce these regulations.

C: Definitions

Unless clearly inconsistent with the context in which used, the following definitions apply:

1. **"Adequate leash"** means a leash of six (6) feet in length or shorter.

2. **"Buildings"** means all enclosed or sheltered areas on the campus, including inside buildings, under covered walkways, and under building overhangs.

3. **"Camp"** means to erect a tent or other shelter, or to use sleeping equipment, such as sleeping bags, blankets, cardboard, tarps, or similar coverings for the purpose of sleeping.

4. **"Campus"** means all grounds and all buildings, including gardens, lawns, open spaces, fountains, streets, roads, pathways, parking lots, garages, plazas, and sculptures that comprise the areas under the control of Director of Seattle Center.

5. **"Commercial Activity"** means any business activity, profession, trade, or occupation requiring a City of Seattle Business License; any activity that is taxable under the City of Seattle's Business and Occupation tax; any activity engaged in with the objective of financial gain, benefit or advantage, directly or indirectly, or any activity, including commercial speech, that proposes or offers an exchange of valuable consideration for goods or services at the time of the proposal or in the future, for consummation on or off campus. Commercial Activities include but are not limited to vending, food concessions, advertising, promotion, filming, exhibits, commercial photography, placement of telecommunication relay devices or fiber optic devices, airspace use, sub soil rights, and giving away products such as, but not limited to, food, gum, and medicines.

6. **"Commercial Speech"** means any speech relating to commercial activities.

7. **"Director"** means the Seattle Center Director or his or her designee.

8. **"Exclusion Notice"** means that the recipient is no longer invited, licensed, permitted, or otherwise privileged to remain on the premises of the campus from which he or she was ordered to leave. The Exclusion Notice shall be in writing and shall contain the date of issuance. The Exclusion Notice shall specify the length and places of exclusion. The issuing individual shall sign it. Warning of the consequences for failure to comply shall be prominently displayed on the notice. The recipient will be given the opportunity to sign the original Exclusion Notice, but a refusal to sign does not invalidate the exclusion.

9. "Exclusion Warning" means a written notice to a person that there is probable cause to believe that the person has violated these rules or any other applicable Seattle Center rules, any provision of the Seattle Municipal Code, the Revised Code of Washington, or other applicable law, and may be excluded from the Seattle Center Campus for a period of 1 to 365 days if the person commits the same or similar violation again. An Exclusion Warning may also provide that a person is excluded for the remainder of the day if the person has engaged in conduct that <u>creates a significant risk of personal injury or property damage.</u>

10. **"Grounds"** means all areas of the campus other than "buildings."

11. **"License"** or **"Permit"** means a written authorization for a person or entity to engage in a specific use or activity on a portion or all of the Seattle Center campus.

12. **"Protected Speech"** means verbal or written communication intended to convey a non-commercial political, religious, and philosophical or other similar message to the public, and includes distributing literature, seeking petition signatures, picketing, demonstrating, carrying signs, artistic performances, or other activities recognized by courts as entitled to protection under Federal or Washington constitutions .

13. **"Seattle Center Campus Rules"** means these rules or other rules so entitled and promulgated by the Director.

14. **"Speech Activities"** includes both protected speech and commercial speech. Speech activities do not include activity conducted by City employees.

15. "**Use"** means the exercise of dominion or control over or occupation of all or part of a public place, or the right to do so. It includes constructing, storing, erecting, placing upon, or maintaining, operating any inanimate thing or object in, upon, over or under any public place. "Use" includes the placement of a table, equipment, or other similar object. "Use" does not include the placement of an inanimate object in such a location and for such a limited duration of time that, under the circumstances, no reasonable person could conclude that the public's right to use or enjoy the public place, in whole or in part, has been or potentially could be interfered with.

16. **"Violation"** means an act or omission or combination thereof that is contrary to any campus rule or any civil or criminal provision of the Revised Code of Washington, the Seattle Municipal Code, or other applicable law.

17. **"Weapon"** means any firearm or any instrument designed or intended to propel a missile of any kind, or any knife having a blade of three inches or more, or any straight-edge razor, spring stick, metal knuckles, blackjack, bat, club or other bludgeon-type instrument, or any flailing instrument consisting of two or more rigid parts connected in such a manner as to allow them to swing freely, such as nun chahkas, nunchakus or shurikens, or chains, or whips, or stars, or darts, or stun gun, or taser, or any disc having at least two points or pointed blades which is designed to be thrown or propelled.

18. **"Weapon Violation"** means possession or use of a weapon in violation of Chapter 9.41 of the Revised Code of Washington, Chapter 12A.14 of the Seattle Municipal Code or other applicable statute or ordinance.

D: Director's Authority – Rulemaking – Enforcement

The Director shall have the power to enforce these rules. The Director may, in accordance with SMC 17.04.040 of the Administrative Code, adopt, amend and rescind rules in order to manage and control the campus.

E: Licenses and Permits

1. The following activities require a license, permit, or other written authorization. Engaging in any activity requiring a license or permit without a valid license or permit is a violation of these rules.

- **a.** Conducting any Commercial Activity on the grounds or in any buildings.
- **b.** Festivals, programs and other events at which more than 75 attendees can reasonably be expected to attend.
- **c.** Use of the Seattle Center name or logo or any of the Seattle Center's images, exclusive representations, copyrighted, or proprietary material for commercial purposes.
- **d.** Attaching any signs, posters, banners, notices, or any similar objects, whether temporary or permanent, to any Seattle Center property;
- **e.** Making any improvement to or on the campus or construction of a public work, or placement of visual art.
- **f.** Using any outdoor electrical power outlet or indoor electrical power outlet for use outside; or laying cables or extending wires on the campus.
- **g.** Reserving all or a portion of any facility, room or part or all of the campus.
- **h.** The Use of sound or voice amplification equipment, other than battery-powered equipment as provided in: F (2) (d)
- **i.** The placement of a table, stand, or other structure of a dimension of greater than three by three feet, other than as provided in section F (2) (e).
- **j.** Storage of placards, boxes, or supplies.
- **k.** The use of any flammable liquids.
- **l.** Any other activities that constitute an exercise of dominion or control over a portion of the Seattle Center campus, thereby limiting the general public's ability to use that area of the campus.

2. Terms and Conditions of Licenses or Permits

The Director may condition a license or permit or impose such terms and conditions as appropriate to protect the health, safety, and welfare of the public and/or the campus; to protect property; to avoid or limit unnecessary interference with other uses or users of the campus; to minimize disturbance of the surrounding neighborhood; and require the user to leave the area in a condition after the activity or event as it was beforehand. For this purpose, the Director may require the user to furnish public liability and property damage insurance, naming the City of Seattle as an additional insured, in such amounts as reasonably necessary to provide recompense for personal injury or death or property damage that results from the event or activity, and/or to make a reasonable security and damage deposit, or provide a bond. The Director shall have authority to immediately suspend or terminate a license or permit without prior notice upon violation of an applicable law, a Seattle Center Campus Rule, or any material term or condition of the license or permit.

The Director may temporarily suspend a license or permit during activities or events that have been granted exclusive use rights to the campus or any portion of the campus. Exclusive use activities and events can include festivals, Seattle Center programming, Seattle Center sponsored or co-sponsored events, or exclusive licensed activities.

All licenses shall be wholly of a temporary nature, shall vest no permanent right, and may be revoked for convenience upon seven (7) days' notice or, if the license so states, upon shorter notice.

3. License Fees

The Director is authorized to charge fees for licensed activities. Fees can be based solely upon or in combination with a percentage of gross sales, a one-time flat fee, a fee per each instance the licensed activity is exercised, or the recovery of Seattle Center costs associated with the license issuance and authorized activities (or such other fee structure as may be negotiated). Issuance of a license shall also be subject to payment of fees, taxes, or charges as required by ordinance or authorized by resolution of the Seattle City Council, or pursuant to King County or State of Washington requirements, or all applicable laws.

4. Permit Fees

The Director may establish and charge application fees and permit fees as provided in other applicable laws or rules.

5. Refund of Deposits and Fees

The Director is authorized to refund fees, on a prorated basis, upon cancellation of a license or permit and to return all or any portion of any security and damage deposit when no longer needed or after costs that may be charged against the license or permit have been paid.

6. Non-Transferability of Licenses & Permits

Licenses and permits are, unless provided otherwise in the license or permit, nontransferable. Trading, selling, or transferring permits is prohibited and may result in the immediate revocation of a permit.

F. Protected Speech Activities

1. Protected Speech Activities on the Grounds Which Require No Permit

The following protected speech activities are allowed on the **grounds, but not in buildings, without any license or permit and without any** advance notice to Seattle Center:

a. Leafleting and Gathering Signatures

No permit is required to engage in political speech activities such as the distribution of literature or the gathering of signatures unless the activity is accompanied by conduct that requires a permit under these rules. Leafleting and signature gathering is prohibited within (30) feet of building entrances. Leafleting and signature gathering are also prohibited inside Seattle Center buildings, except as otherwise provided in a license or permit.

b. Carrying Signs

The carrying of signs or placards is allowed on the grounds so long as it is done in a manner consistent with these rules and all applicable laws. Unattended signs or placards are prohibited without a permit or license.

2. Designated Protected Speech Locations

The Director shall designate locations on the grounds for protected speech activities that would otherwise require a permit (use of a table, equipment, or structure, amplification, etc., as provided in these Rules.) Each location has a capacity based on factors such as its size, location, and common other nearby uses.

a. Designated locations are available for protected speech activities that would otherwise require a permit on a first come, first serve basis with no permit required.

b. The Director may establish additional designated locations, either temporarily or indefinitely.

c. A plaque will mark all designated protected speech locations with a number and/or letter inside, unless otherwise noted below, designating the maximum capacity of speakers and audience and maximum equipment size at that particular location. The Director may modify the maximum capacity of a specific designated location, based upon factors such as other authorized uses in the vicinity or anticipated congestion or mobility problems.

d. The Director shall designate protected speech locations at which battery powered portable amplification is allowed without a permit. Such equipment must not be operated at such a volume that it could be clearly heard by a person of normal hearing at a distance of seventy-five (75) feet or more from the source of the sound. Seattle Center Security or other employees may request that the amplification be turned down if the amplification interferes with other authorized uses.

e. The Director shall designate protected speech locations at which one small (no greater than 3 feet x 3 feet x 3 feet high) structure (such as a piece of equipment, a table or a self-standing sign) may be placed in conjunction with related protected speech activities, so long as the structure is: 1) not left unattended; and 2) is not placed in such a way as to interfere with passersby or other Seattle Center users.

f. A map of the designated protected speech locations, along with each location's permissive uses and limitations, will be available to the public.

g. A schedule will be published that shows which areas are unavailable because of permitted activities.

h. If all designated sites are occupied, a person may request that the Director and/or his designee approve a temporarily location. Factors used to evaluate the request include other authorized uses in the vicinity, anticipated congestion or mobility problems, and public safety.

3. Prohibition on Commercial Activity at Designated Protected Speech Locations

Use of a protected speech location for Commercial Activity is prohibited. Commercial activity requires a written license. Those engaged in protected

speech activities may request and receive voluntary donations, which are not considered commercial activity under these rules. A voluntary donation means a person may participate in the activity or receive an offered item of value without regard to whether or not he or she makes a donation.

G: Speech Activities

1. Speech Related Activities Which Require a Permit

a. Gatherings, Demonstrations and Meetings - A gathering on the grounds that is reasonably anticipated to exceed seventy-five (75) people requires prior notice to Seattle Center and a license or permit. The Center will attempt to find an appropriate location on the grounds, based on the size of the anticipated gathering.

b. The use of sound or voice amplifying apparatus in a building or on the grounds, except as permitted under Section: F. (2) (d).

c. Attaching notices, stickers or similar objects to any Seattle Center property.

d. Placing any structure except as provided in section F. (2) (e).

2. Activities Which are Prohibited in Seattle Center <u>Buildings</u> Unless Expressly Authorized by the Director in a License or Permit

a. Performing

b. Picketing

c. Demonstrating

d. Displaying Signs

e. Leafleting

f. Gathering Signatures

g. Actively Soliciting Donations

3. Applicability of Speech Rules to Major Events

a. Gated Events and Rooms or Buildings Reserved for Exclusive Use

Inside the reserved or gated areas, whether grounds, buildings, or both, the event organizers may control speech activities, both commercial and protected, and all commercial activities. Individuals who wish to engage in

commercial activities, or commercial or speech activities inside the gated areas should contact the event organizers for permission.

b. Ungated Events

The event organizers may, under the terms of the applicable event agreement, control commercial activities and commercial speech inside the event area. However, these rules regarding protected speech activities apply both outside and inside the event area.

H: Property Regulations

No-Trespassing Areas – Removal or Destruction of Property – Structure or Obstructions

1. It is prohibited for any person except a duly authorized Seattle Center employee or agent or other person duly authorized pursuant to law, to enter or go upon any area which has been designated and posted by the Director as "no admittance" "no trespassing," "not open to the public," or other similarly designated area.

2. It is prohibited for any person except a duly authorized Seattle Center employee or agent or other person duly authorized pursuant to law, to remove, destroy, damage, mutilate or deface any structure, lawn, monument, statue, vase, fountain, wall, fence, railing, vehicle, bench, shrub, tree, geological formation, plant, flower, lighting system, sprinkling system, gate, barricade or lock or other property lawfully on the campus, or to remove sand, soil, plant materials, or sod on the campus.

3. It is prohibited for any person other than a duly authorized employee or agent of the Seattle Center to place or erect on the campus a structure or obstruction of any kind without a license from the Director.

4. The Seattle Center Campus is officially open from 7:00 A.M. to Midnight daily. (By Ordinance 92792)

I: Rules of Conduct

1. Aggressive Behavior

No person shall treat any person in an aggressive, menacing, or abusive manner that would place a reasonable person in fear for their property or personal safety.

2. Liquor Offenses and Controlled Substances

It is prohibited on the campus to consume, or to possess liquor, as defined in SMC Section 12A.24.010 C, or other applicable law, except as authorized by a

Seattle Center License or other agreement and a Permit issued by the Washington State Liquor Control Board or its successor. Possession, sale, or

use of illegal drugs in violation of RCW 69.50, the Uniform Controlled Substances Act, is prohibited.

3. Animals are Prohibited in Buildings and Designated Areas

It is prohibited for anyone except those individuals with ADA service animals, public law enforcement officers, authorized City employees in the performance of their duties, or Seattle Center authorized licensees to bring any animal into any Seattle Center building or other areas designated by the Director and so posted, or to allow or permit any animal under his or her control to enter such facilities.

a. Exceptions

1) American with Disabilities Act (ADA) service animals, defined as an animal that provides medically necessary support for the benefit of a person with a disability.

2) Animals on the grounds on adequate leashes and under the control of an individual physically able to restrain the animal.

3) Horses or dogs used by public law enforcement agencies and under the control of a law enforcement officer.

4) Animals that are part of a Seattle Center licensed or sponsored activity.

b. Adequate Leash Required

Any person with an animal in his or her possession must keep the animal on an adequate leash while on campus and shall be responsible and liable for the conduct of the animal, shall carry equipment for removing feces, and shall place feces deposited by such animal in an appropriate receptacle.

c. Major Events

For the safety of both patrons and animals, the Director may prohibit all animals, except ADA service animals, from campus during high traffic events such as, but not restricted to, festivals.

4. Weapons

It is Prohibited to:

a. Sell, manufacture, purchase, possess or carry any blackjack, sand-club, metal knuckles, switchblade knife, chako sticks, or throwing stars.

b. Carry concealed or unconcealed on his or her person any dangerous knife unless used as a tool for work by Seattle Center employees or their authorized agents, or carry concealed on his or her person any weapon. Seattle Center employees are subject to the Seattle Center Employees Firearm Policy.

c. Possess or display a firearm on the campus, unless permitted by applicable law.

5. Contraband in Seattle Center Facilities

The following items are prohibited on the Seattle Center campus: illegal drugs, weapons, explosive devices, spray paint, lasers. The Director may, by posting notice, prohibit the following items from being brought into a Seattle Center building or to a particular event: alcoholic beverages, cameras, recording devices, bundles, packages, coats, blankets, shawls not being worn, umbrellas, mace, pepper spray, and containers or cases (as defined as, but not limited to, pocketbooks, purses, bags, ice chests, backpacks, cans, bottles, or binocular cases).

6. Urinating or Defecating Prohibited Except in Restrooms

Urinating or defecating on the campus, except in facilities specifically provided for the purpose, is prohibited.

7. Stickers

It is prohibited to distribute stickers on the Seattle Center campus without the expressed authorization of the Director. It is prohibited to adhere stickers to any building, structure, or other surface on the Seattle Center campus.

8. Wheeled Devices

a. The use on the campus of all wheeled devices, such as bicycles, skateboards, roller skates, inline skates, and scooters, is prohibited, except for:

1) wheeled equipment used by disabled individuals to be ambulatory;

2) children's strollers;

3) skateboards, roller skates and inline skates used in the Seattle Center Skatepark;

4) wheeled devices such as bikes, skateboards, roller skates, inline skates, scooters, being used only for transportation across the campus; or

5) other uses expressly authorized by the Director.

b. Operation of any wheeled device in a dangerous manner or in a manner that could damage property is prohibited.

9. No Wheeled Equipment in the International Fountain

With the exception of wheeled equipment used in order to be ambulatory and strollers, all wheeled devices are prohibited from entering the International Fountain.

10. Vehicular Access

Vehicular access onto the Seattle Center campus requires express authorization.

a. Exceptions

1) In designated parking areas.

2) Authorized by a unload/load pass.

3) Supply deliveries to organizations and businesses on campus shall be authorized to access the campus between the hours of 7:00 a.m. and 11:00 a.m. Monday through Sunday.

4) Otherwise specifically authorized by the Director.

b. Use of Driveways and Boulevards – Speed Limit

It is prohibited to ride, or drive any vehicle over or through the campus at a speed in excess of the posted speed limit, or in excess of ten (10) miles per hour where no speed limit is posted.

c. Areas Closed to General Vehicular Access

Except as authorized by the Director, it is prohibited to drive, operate or park a motor vehicle in an area which is designated as being closed to general vehicular traffic access, including all landscaped areas such as turf areas, shrub areas, decorative plazas; on any pedestrian walkway; and in all other areas not specifically authorized for vehicular traffic.

11. Littering – Trash

It is prohibited to throw or deposit any refuse or other material on the campus, except in designated receptacles. It is also prohibited for any person(s) to dig in, rummage in, in anyway disturb trash in any receptacle.

12. Smoking

Smoking is prohibited in all Seattle Center buildings and within twenty-five (25) feet from building entrances and exits, windows that open, and ventilation intakes that serve an enclosed area.

13. Motorized Models

It is prohibited to operate any motorized model aircraft; dirigible, vehicle or motorized model watercraft on the campus, unless expressly authorized by the Director.

14. Fires

It is prohibited to ignite or maintain any fire or to participate in igniting, maintaining or using any fire on any portion of Seattle Center Campus unless expressly authorized by the Director.

15. Camping

It is prohibited to camp on any portion of the Seattle Center Campus unless expressly authorized by the Director.

16. Violations of These Rules or of other Applicable Law

A violation of these rules or of other applicable laws may, in addition to any applicable civil or criminal penalties, result in the revocation of a person's permission to remain on the Seattle Center campus.

J. Campus Exclusion

1. Exclusion Warning

a. The Director may deliver an Exclusion Warning to any person who violates any provision of these rules or any other applicable Seattle Center rule, any provision of the Seattle Municipal Code, the Revised Code of Washington, or other applicable law. The Warning shall state that there is probable cause to believe that the person has a committed a violation, shall clearly identify such law or rule, shall state the date, time and location of the violation, and shall describe the facts and circumstances relating to the violation. The Exclusion Warning shall state that the person shall be subject to exclusion from the Seattle Center Campus for a period from 1 to 365 days for any repeat violation. The Exclusion Warning shall be signed by the Director or his designated representative. The person receiving such Exclusion Warning shall sign an acknowledgement that he or she has received and been apprised of the contents of the Warning, but failure of the person to sign shall not affect the effectiveness of the warning.

b. If the conduct that results in an Exclusion Warning creates a significant risk of personal injury or property damage, then the person may be removed and excluded from the Seattle Center Campus for the remainder of the day that the violation occurred.

2. Exclusion Notice

The Director or his or her designee may, by delivering an Exclusion Notice to the offender, exclude from the Seattle Center Campus for a period of 1 to 365 days, anyone who, after receiving a written Exclusion Warning citing a violation of any provision of these rules or any other applicable Seattle Center rules, any provision of the Seattle Municipal Code, the Revised Code of Washington, or other applicable law, repeats the same or similar violation while on the Seattle Center Campus.

a. The Director or his or her designee is authorized to adopt guidelines that may:

1) Include a matrix of violations and the range of exclusion periods corresponding to those violations, including repeat violations; and

2) Designate in writing who may issue exclusions, for which offenses, or for what periods of time.

b. The individual need not be charged, tried, or convicted of any crime or infraction in order for an Exclusion Notice to be issued or effective. The

Exclusion may be based upon activities observed by the Director, a Seattle Center employee, a Seattle Police Officer, or upon the sort of civilian reports that would ordinarily be relied upon by police officers in the determination of probable cause.

c. Upon such Notice being given, the recipient shall no longer be invited, licensed or otherwise privileged to remain on the campus.

d. If the Exclusion Notice is for more than seven (7) days, the person being excluded is entitled to an administrative review of the Exclusion Notice. The Director shall designate a Reviewing Officer who shall have the authority to waive, reduce, maintain or extend the Exclusion Notice based upon evidence presented during the review.

e. A request for an administrative review must be mailed to the below address, postmarked within ten (10) days of the Exclusion Notice. The request must include: the name and return address or alternate means of contacting the person being excluded; and the date and time the Exclusion Notice was issued. The person seeking the review shall include in the request any written documentation he or she seeks to have considered in the review process. The Exclusion Notice shall remain in effect pending administrative review.

f. Administrative reviews are typically confined to the written record and generally do not include witnesses or sworn testimony. The Reviewing Officer may, at his or her discretion, allow the excluded individual the opportunity to meet with the Reviewing Officer to orally present his or her side of the story. If applicable, a date and time for an in person hearing shall be determined and communicated back to the person being excluded. The terms of the Exclusion Notice shall be temporarily waived on the date and time of the in person hearing but shall otherwise remain in effect unless the Exclusion is waived, reduced or otherwise altered by the Reviewing Officer such that it shall no longer be in effect.

g. Requests for an administrative review shall be mailed to: Seattle Center Chief Operating Officer, Ste 215, 305 Harrison St, Seattle, WA, 98109

K: Trespass on Campus

Criminal Trespass on Campus shall include any person who knowingly:

1. Enters or remains on the campus without permission or from which he or she has been excluded during any period covered by an Exclusion Warning or an Exclusion Notice pursuant to these rules.

2. Enters, remains in, or is otherwise present within the premises of the campus during hours within which the campus is not open to the public, or within an area not open to the public, unless the person is present within the campus to participate in an activity either conducted by Seattle Center or conducted pursuant to the terms of a license or permit issued by Seattle Center.

L: Discrimination prohibited

1. It is the policy of the City of Seattle, in the exercise of its police powers for the protection of the public health, safety and general welfare, and for the maintenance of peace and good government, to assure equal opportunity for full enjoyment and use of Seattle Center facilities to all persons, free from restrictions because of race, color, sex, marital status, sexual orientation, gender identity, political ideology, age, creed, religion, ancestry, national origin or the presence of any sensory, mental or physical handicap.

2. It is prohibited for any person occupying or using the campus for any event, activity or exhibition open to the public, whether or not under a license or permit and whether or not an admission or entrance fee is charged, to deny to any other person the full use and enjoyment of such event, activity, or exhibition because of race, creed, color, sex, marital status, sexual orientation, gender identity, political ideology, age, religion, ancestry, national origin or the presence of any sensory, mental or physical handicap.

APPROVED:

May 21, 2014

Robert Nellams, Director
Seattle Center

Date

Exhibit K

Form of Seattle Storm Lease Agreement

Exhibit L

Form of Pottery Northwest Lease Agreement

Exhibit M

Rent Adjustment Threshold Substitution for Mercer Street Parking Garage Replacement

To calculate the new Rent Adjustment Threshold for the Mercer Street parking garage replacement (the "Replacement Garage"), the following methodology will apply:

1. For the first full calendar year of operations of the Replacement Garage, Net Parking Receipts for the Replacement Garage will be calculated in the same manner as previously calculated for the Mercer Street parking garage.

2. For the last four (4) full calendar years prior to the closure of the Mercer Street parking garage, an average of the Net Parking Receipts during such period will be calculated.

3. The relative percentage of the Replacement Garage Net Parking Receipts compared to the historical average Mercer Street parking garage Net Parking Receipts will be calculated (the "RAT Factor")

4. The RAT factor will be applied to the first full year of Replacement Garage Net Parking Receipts to determine the new Rent Adjustment Threshold for the Replacement Garage for purposes of Article III and calculating the Rent Adjustment for the Replacement Garage.

5. In the event of partial years of operation of the Mercer Street parking garage and the Replacement Garage:

   a. The Rent Adjustment for the Mercer Street parking garage for the year of closure will be calculated by prorating the Rent Adjustment Threshold for such year by the days of operation and using Net Parking Receipts for such period.

   b. The Rent Adjustment for the Replacement garage for the year of opening will be suspended until such time as the calculations above can be made for the first full year of operation and the RAT Factor shall be applied to such partial opening year of operation with the Rent Adjustment Threshold prorated by the days of operation, and any resulting Rent Adjustment paid together with any Rent Adjustment for the first full year of operation.

Example calculation of new Rent Adjustment Threshold:

Example Year	2030	2031	2032	2033	4 Yr Average	New Garage 2034
Total Net Revenue+	$ 6,000,000	$ 6,300,000	$ 6,500,000	$ 6,600,000	$ 6,350,000	$ 6,500,000
Rent Adjustment Threshold**	$ 2,700,000	$ 2,781,000	$ 2,864,430	$ 2,950,363	$ 2,823,948	$ 2,890,656
Parking Revenue Allocation:						
Rent Adjustment Threshold, retained by Landlord	$ 2,700,000	$ 2,781,000	$ 2,864,430	$ 2,950,363	$ 2,823,948	$ 2,890,656
Landlord's Excess Revenue (50%)**	$ 1,650,000	$ 1,759,500	$ 1,817,785	$ 1,824,819	$ 1,763,026	$ 1,804,672
Tenant's Excess Revenue (50%)**	$ 1,650,000	$ 1,759,500	$ 1,817,785	$ 1,824,819	$ 1,763,026	$ 1,804,672

New Mercer Arena Garage Replacement Rent Adjustment Threshold Factor = $2,823,948/$6,350,000 = 44%

+Example Total Net Revenue for illustrative purposes only

* Example Rent Adjustment Threshold assumes annual escalation at 3%

#New Garage 2034 includes illustrative Total Net Revenue, mulitplied by the 4 yr Average Rent Adjustment Threshold Factor of 44% to determine the 2034 Rent Adjustment Threshold

**Lease assumed to be in year 11 of the Term, with excess net parking revenues split 50/50

Exhibit N

Initial Sign Plan