

**SEATTLE CENTER ARENA PROJECT**  
**COMMUNITY BENEFITS SUMMARY CROSS-REFERENCE TO TRANSACTION DOCUMENTS**

CBS PAGE	COMMUNITY BENEFITS SUMMARY DRAFT REPRESENTING CONSENSUS MAY 6, 2018	TRANSACTION DOCUMENT LOCATION <sup>(a)</sup>	REFERENCES FROM THE TRANSACTION DOCUMENTS TRANSMITTED FROM THE MAYOR TO THE CITY COUNCIL
1	<p><b>Community Liaison</b> established by OVG before construction begins. Bi-Weekly meetings to coordinate with community, city and resident organizations on mitigating construction impacts and advance efforts to support ongoing activities at Seattle Center and in the adjacent communities. Contractor participates. City, SDOT, SDCI participate. Liaison supports working relationship through direct links to community councils and participating on civic groups and other business-related civic groups.</p>	DA Sec 5.1	<p><u>Community Liaison.</u> As of the Effective Date, Tenant has retained (and Tenant shall continue to retain throughout the Term of this Agreement) and provided the Seattle Center Representative with the name and contact information of a full-time community liaison (the “Community Liaison”) who will run day-to-day outreach operations for the Development Project. The Community Liaison or his or her successor shall coordinate efforts with Tabor 100, the City, and other local community organizations to ensure that Tenant’s procurement and hiring practices minimize barriers to entry for WMBEs and underrepresented communities. During design and construction, the Community Liaison will provide information and access to prioritize hiring women and minorities. The Community Liaison shall coordinate and staff bi-weekly meetings to coordinate with the Tenant’s contractors, SDOT, SDCI, businesses, community, city, and resident organizations on construction impacts and efforts to support ongoing activities at Seattle Center and in the adjacent communities. The Community Liaison shall also actively work to build relationships in the community through interaction with community councils, participation in civic groups, and participation in other business-related civic groups.</p>
1	<p><b>Ombudsperson.</b> City will designate a staff person at Seattle Center before start of construction. Ombudsperson will be a conduit between OVG, the communities/resident orgs, Seattle Center and City Hall. Ombudsperson will help ensure all parties live up to the terms of the CBA and related agreements; work in partnership with community and resident orgs on initiatives that support small businesses and resident orgs during construction, as well as make special events and public space activations successful.</p>	DA Sec 5.2	<p><u>Ombudsperson.</u> The Seattle Center Director will designate a staff person at Seattle Center (an “Ombudsperson”), beginning at the start of construction. The Ombudsperson will facilitate communication between Tenant, the communities adjacent to Seattle Center, resident organizations, Seattle Center, and City Hall. The Ombudsperson will work collaboratively with the Community Liaison to help resolve issues that may arise during construction in a manner consistent with the terms of this Agreement and the Other Transaction Documents. The Ombudsperson will also work in partnership with community organizations and resident organizations on initiatives to support small businesses, to support resident organizations during construction, and to make special events and public space activations successful. The Ombudsperson’s role is limited to facilitating communication. The Ombudsperson shall not have the authority to amend or waive the terms of this Agreement, and the participation of the Ombudsperson in working to resolve any particular issue shall not be deemed to amend, modify, or limit the obligations of Tenant under this Agreement.</p>
1	<p><b>Organizational Capacity Building.</b> \$75K/year for 3 years to provide organizational capacity for Uptown Alliance (to support Uptown Arts and Culture Coalition via the Uptown Alliance), starting with construction commencement. Responsibilities include, but not limited to:</p> <ul style="list-style-type: none"> <li>• Support area businesses and organizations during construction</li> <li>• Provide small business retention and support</li> <li>• Support for OIS work in Uptown for 2 years construction plus 1-year transition to full arena operations.</li> <li>• Support development of arts, culture, entertainment district concept via Uptown Arts and Culture Coalition</li> <li>• Support development of partnerships with arts and business organizations</li> <li>• Capacity built in first 3 years should leverage different resources by year 4 (Department of Neighborhoods, Only in Seattle, Office of Arts and Culture, 4Culture).</li> </ul>	DA Sec 5.3	<p><u>Organizational Capacity Building.</u> Tenant shall pay directly to Uptown Alliance the amount of Seventy-Five Thousand Dollars (\$75,000) per year for three (3) years to provide funding for organizational capacity building for use by Uptown Alliance and Uptown Arts and Culture Coalition. A report by neighborhood organizations is expected annually on results of building organizational capacity and the outcomes and results from the funding. The first payment to Uptown Alliance shall be due on or before October 31, 2018, the second payment shall be due on or before October 31, 2019, and the third payment shall be due on or before October 31, 2020. Uptown Alliance has separately provided to the Parties a plan for its use of the organizational capacity building funding. The funding described in this Section 5.3 is separate and distinct from the Community Fund described in the Lease. Tenant shall provide the City evidence of payment upon request of the City.</p>

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	<ul style="list-style-type: none"> <li>Report out to neighborhood organizations annually on results of building organizational capacity and the outcomes and results from the positions created.</li> <li>Funding is separate from the Community Fund.</li> </ul>		
2	<p><b>Community Coordination Committee.</b> City and OVG will staff a monthly Community Coordination Committee that will ensure frequent communications between OVG, communities/resident organizations and Seattle Center regarding construction activities, impact mitigation and on-going operations of the Arena. Committee membership will include all affected organizations both in the community and on the SC campus. The Committee will begin its work during the construction timeframe but may extend its functions into the implementation phase of the project. All of the impacted geographic communities will be represented; decision-making will be defined with understanding that there will be flexibility over time. The Ombudsperson and OVG liaison will facilitate the meetings of the Council and address issues that arise.</p>	DA Sec 5.4	<p><u>Community Coordination Committee.</u> In addition to the bi-weekly meetings scheduled by the Community Liaison, the Ombudsperson and Community Liaison will staff a monthly meeting with a committee of community representatives (the “Community Coordination Committee”) that will ensure frequent communications between Tenant, adjacent communities/Seattle Center resident organizations, and Seattle Center regarding construction activities and on-going operations of the Arena. The Community Coordination Committee membership will be open to representatives from all affected organizations both in the community and on the Seattle Center campus. The Community Coordination Committee will begin its work during the construction timeframe, but may extend its functions into the operations phase of the Arena. All of the geographic communities impacted by the Development Project will be represented, and decision-making will be defined with the understanding that there will be flexibility over time. The Ombudsperson and the Community Liaison will facilitate the meetings of the Community Coordination Committee and help to address any issues that might arise.</p>
2	<p><b>Meeting Space.</b> Provide local meeting space for Uptown Alliance, Uptown Arts and Culture Coalition with the following frequency: Bi-weekly meeting space, 10-12pp (OVG) Quarterly meeting space, 30-50pp (Seattle Center)</p>	DA Sec 5.5	<p><u>Meeting Space.</u> Tenant shall provide or cause to be provided community local meeting space for Uptown Alliance and the Uptown Arts and Culture Coalition (a) bi-weekly for up to twelve (12) people and (b) in coordination with Seattle Center, quarterly for up to fifty (50) people for meetings related to the Development Project.</p>
2	<p><b>Collaboration on Events During Construction.</b> During Arena construction, OVG, acting through its community liaison, will work with the community to jointly sponsor events on campus and off-campus per year that promote small businesses in the area and arts and culture in the respective communities. This will address interruptions that will likely impact on-campus events and adjacent communities during construction, as well as to set the stage for future collaboration. Events can be new or existing to host and/or promote. Intent is to activate the neighborhood and provide incentives for customers to continue to support the Uptown businesses and organizations during the construction period.</p>	DA Sec 5.6	<p><u>Collaboration on Events During Construction.</u> During Arena construction, Tenant, acting through its Community Liaison, will work with the community to jointly sponsor on-campus and off-campus events that promote small businesses in the area and arts and culture in the respective communities. Such joint sponsorships are intended to address interruptions that will likely impact on-campus events and in adjacent communities during construction, as well as to set the stage for future collaboration, to activate the neighborhood, and to provide incentives for customers to continue to support the neighborhood businesses and organizations during the construction period. These events may be new or existing events to host and/or promote. The Seattle Center Director’s prior written approval shall be required for any of these events which are proposed to take place within Seattle Center Common Areas or at Seattle Center areas under the control of the City, which approval may be conditioned on payment of fees or other requirements established at the Director’s discretion and which are of general applicability to all event promoters at Seattle Center. Tenant shall be responsible for obtaining any third-party permissions for use of any part of Seattle Center under the control of a resident tenant or licensee for these events.</p>
2	<p><b>Continuation of OVG Community Liaison Role.</b> Efforts to be aligned with the Community Coordination Committee. Monthly meetings for OVG and City to coordinate with affected communities on Arena</p>	LA Art. VIII Sec 3 (a) and (b)	<p><u>Continuation of Community Liaison Role.</u> 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</p>

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	<p>operations, event schedule, traffic, trash clean up, plaza programming, activations, etc.</p> <p>Agreement to consider impacts in broader area generally defined as First Ave West, Valley Street, 5th Avenue North, and Denny Way; subject to adjustment over time.</p>		<p>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.</p> <p><u>Monthly Meetings.</u> 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.</p>
3	<p><b>Ombudsperson.</b> The Ombudsperson shall continue to serve as facilitator/coordinator of the work of the Coordination Committee. The City reserves the right to review the need and funding for this position 2 years following completion of Arena construction and potentially longer pending funding and need.</p>	LA Art VIII Sec 3 (c)	<p><u>Ombudsperson.</u> 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.</p>
3	<p><b>Clean and Safe.</b> OVG will commit to preserve the environs around the new Arena in a clean and safe condition, collecting trash, refuse and otherwise restoring the Arena surroundings, including the northwest courtyards, breezeway and surrounding areas, to a clean and usable condition immediately following the completion of all Arena activities. OVG, through its liaison, will coordinate and communicate regularly with the Seattle Center, resident organizations and the larger community about its activities in this regard and address any issues that may arise via the Community Coordination Committee described above.</p>	LA Art VIII Sec 3 (d)  IA Sec 9.3	<p><u>Clean and Safe.</u> 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.</p> <p>Subject to Seattle Center labor agreements and the Lease Agreement requirements applicable to the Premises, ArenaCo commits to preserve the environs around the Arena in a reasonably clean and safe condition, collecting trash, refuse, and otherwise restoring the Arena surroundings, including the Northwest Courtyard, breezeway and surrounding areas, to a clean and usable condition immediately following the completion of ArenaCo events and activities. The ArenaCo Community Liaison will coordinate and communicate regularly with Seattle Center, resident organizations and adjacent communities regarding the condition of the public areas around the Arena following Arena activities and events.</p>
3	<p><b>Meeting Space.</b> OVG and Seattle Center will continue to provide meeting space (see construction phase); it is understood that OVG will have to re-assess space availability when the arena opens.</p>	LA Art VIII Sec 3 (e)	<p><u>Meeting Space.</u> 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.</p>
3	<p><b>Arena Community Development Fund</b></p> <ul style="list-style-type: none"> <li>Overall Mission: Supporting efforts of Seattle Center resident organizations and impacted neighborhood and community organizations targeted to Youth, Arts, Music, and Culture. The Fund aims to make strategic investments in projects, programs, internships and other investments that address critical needs in these areas, while building citywide partnerships, leveraging City, philanthropic, and other partners to achieve larger community development goals. The work of the Fund is</li> </ul>	LA Art VIII Sec 2	<p><u>Community Fund and Charitable Funding Commitment.</u> 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.</p>

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	<p>overseen by a “Council” which provides grants based on the mission of the Fund. The Fund will have a Grants Council which will administer an annual grants program and make decisions on annual funding awards.</p> <ul style="list-style-type: none"> <li>• Fund will: <ul style="list-style-type: none"> <li>○ operate from ongoing 3-year strategic plans to ensure broader vision and strategy, not just annual awards. It solicits annual grant proposals which respond to the established goals in the 3-year strategic plan timeframe.</li> <li>○ use RSJ Equity Toolkit as a filter for forming strategic plans and annual review of grant proposals.</li> <li>○ engage Seattle Center Foundation or a similar body as “grant manager” for administrative and grantmaking support. Body may also serve as fiscal agent for emerging organizations, if needed/requested by OVG. OVG responsible for cost of administration, which does not derive from the Community Fund.</li> </ul> </li> <li>• OVG and Giving Council will define a max amount for annual in-kind contributions, equivalency of in-kind to cash; distribution of in-kind set annually.</li> <li>• Value of in-kind contributions based on obvious value, for instance, tickets should be face value, advertising should be rate card, and out of pocket expense will be that amount. OVG will provide an annual review/audit of its in-kind contributions through the Fund, including valuations, and allow community review/ discussion.</li> <li>• Composition of Giving Council (9 voting members/1 non voting): <ul style="list-style-type: none"> <li>○ OVG – 2</li> <li>○ NHL – 1</li> <li>○ Seattle Storm – 1</li> </ul> </li> </ul>		<p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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</p>

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	<ul style="list-style-type: none"> <li>○ Community Orgs (Belltown, South Lake Union, Queen Anne, Uptown)* –staggered terms to ensure continuity – 2</li> <li>○ Resident Orgs* – staggered terms to ensure continuity – 2</li> <li>○ At large (agreed to by OVG and City) – 1</li> <li>○ Seattle Center – 1 (non-voting)</li> </ul> <ul style="list-style-type: none"> <li>● Accountability: Grant manager of prepares annual report and updates regularly to the Seattle Center Director, Seattle Center Advisory Commission on its performance. Report must include specific metrics for outcomes delivered to the community and resident organizations on the campus. Report posted on-line/made accessible.</li> </ul> <p><i>* Best ways to provide community and resident organization representation on the Council will be subject to further discussion.</i></p>		<p>contributions which it intends to credit to the Charitable Funding Commitment, which shall be available for community review and comment.</p>
4	<p><b>Cross promotion and economic development.</b> As part of community development fund, OVG will provide cross-promotional opportunities with members of impacted neighborhood orgs on and off campus, such as:</p> <ul style="list-style-type: none"> <li>○ Advertising at Arena events</li> <li>○ Package deals such as dinner/event tickets</li> <li>○ Display of art of local artists on the interior walls of the arena</li> <li>○ Inclusion of local musicians in programs</li> <li>○ Marketing campaign for businesses and community organizations</li> <li>○ Local concessionaire/vendor program in and out of the Arena</li> <li>○ Contribution to community branding efforts and local arts events.</li> </ul>	<p>LA Art VIII Sec 2, paragraph 4</p> <p>LA Art. VIII, Sec 10 (a)</p>	<p>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.</p> <p><u>Art Investment.</u> 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 [*] and thereafter shall be payable on [*]. The first Annual Art Investment shall be adjusted by the Escalator for the period beginning on the Effective Date through the Operating Term Commencement Date, and thereafter the Escalator shall be applied based upon the prior twelve-month period.</p> <p>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 support the vibrant arts community in Uptown and Belltown. Additionally, these investments will be made with a lens of equity and social justice.</p>
4	<p><b>Local Jobs.</b> OVG will support the creation of livable wage jobs, work for Women and Minority Business Enterprises and apprenticeships. City’s “Inclusion Plan” will serve as guidance for the inclusion of</p>	<p>DA Sec 8.3</p>	<p><u>WMBE Inclusion Plan and Requirements.</u> As provided under SMC 20.42.010, the City has found that minority and women businesses (“WMBE(s)”) are significantly underrepresented and have been underutilized on City of Seattle projects. While the City is not responsible for the construction of the Development Project, the City does not intend to enter into agreements with businesses that discriminate in employment. The City intends to provide the maximum practicable opportunity for increased participation by minority and women-owned</p>

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	WMBEs to maximize participation from historically disenfranchised communities.	DA Sec 8.6	<p>businesses, as long as such businesses are underrepresented, and to ensure that the City’s business practices do not support discrimination in employment when the City enters contracts. The WMBE goal established for the construction of the Development Project is fifteen percent (15%), provided that the Development Project shall further aspire to achieve eighteen percent (18%).</p> <p>Accordingly, the Tenant shall require its Prime Contractor to use affirmative efforts and non-discrimination strategies as further described in the Inclusion of Women and Minority Businesses and Labor and Social Equity Requirements attached as Exhibit O to solicit and contract with WMBEs on subcontracting and supply opportunities for the Development Project, including requiring its Prime Contractor to agree to such efforts through the submission of the Prime Contractor WMBE Inclusion Plans, as a material condition of the contract, and requiring the Prime Contractor to use the Subcontractor Inclusion Plan from first-tier contractors bidding on the Development Project, as described in Exhibit O. The final Prime Contractor WMBE Inclusion Plans and Subcontractor Inclusions Plans must be approved by the City’s Contracting and Purchasing Services Department (“CPCS”), and CPCS will monitor for compliance with these requirements.</p> <p><u>Apprenticeship Plan.</u> The City has determined that there is a need for increased training and apprenticeship opportunities in the construction industry and that a diverse and well-trained workforce is critical to the economic and social vitality of the region. In establishing requirements for the use of apprentices on the Development Project, it is the City’s intent to encourage the training and promotion of apprentices to journey level status. Accordingly, Tenant shall require its Prime Contractor to ensure that eighteen percent (18%) of the total contract labor hours on the Development Project are performed by apprentices as further described on Exhibit O.</p>
	<b>Local Jobs, continued.</b> The development and lease agreements will require OVG enter into project labor and labor harmony agreements with organizations representing workers at the Arena.	LA Art VIII Sec 8 and see DA Sec 8.4 below	<p><u>Labor Harmony.</u> 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.</p>
	<b>Local Jobs, continued.</b> OVG will outline an implementation process for the City’s Priority Hire program.	DA Sec 8.4	<p><u>Community Workforce Agreement and Priority Hire Requirements.</u> The Tenant and the City mutually desire to provide for labor harmony on the Development Project and to provide for the inclusion of a diverse workforce reflective of the community in which the work is being performed and to provide for inclusion of workers from economically distressed areas consistent with the City’s Priority Hire Program, which was adopted under SMC Ch. 20.37. Tenant shall enter into a Community Workforce Agreement (“CWA”) with applicable trades, and shall require its Prime Contractor and all subcontractors to assent to the CWA, which will include provisions to prioritize workers living in economically-distressed ZIP codes, women, people of color and preferred entry candidates for hire on covered projects. The City has reviewed the CWA between Tenant and the applicable trades, and agrees that the CWA satisfies its interests described above. CPCS shall act as third-party administrator and monitor for compliance with the CWA as further provided in the CWA and on Exhibit O and will provide guidance to the Prime Contractor and subcontractors regarding compliance with Priority Hire and CWA provisions.</p>

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4	<b>Connectivity/Way-finding.</b> Commit to design and funding elements that enhance connectivity/way-finding between and among adjacent communities and Seattle Center that incorporates the arts. Intent is to ensure there is “wayfinding” that enables residents and visitors to get to and from the Center as well as within, not just serving the Arena. Design of additional wayfinding will be subject to City and Seattle Center design standards.	IA 9.1(a)	<u>Connectivity/Wayfinding.</u> ArenaCo’s wayfinding Signage will enhance connectivity and wayfinding between and among the adjacent communities and the Seattle Center Campus. ArenaCo’s wayfinding Signage will serve not just the Arena, but will also provide information that enables residents and visitors to get to and from the Seattle Center Campus and locations within the Seattle Center Campus. Additionally, design of ArenaCo’s wayfinding Signage will incorporate the arts and will be subject to Seattle Center design standards and Director approval. Placement and design of wayfinding Signage on the Seattle Center Campus is subject to Laws, Seattle Center Policies and approval of the Seattle Center Director.
5	<b>Mobility Improvements.</b> Increased accessibility and convenience of sustainable transportation options are fundamental to the long-term success of the Arena project. The North Downtown Mobility Action Plan (MAP) studies and supports multimodal transportation (i.e., pedestrian, freight, transit), access, and mobility through the Uptown, Belltown and SLU neighborhoods. The multimodal plan will ID strategic/innovative mobility improvements by building on community plans and vision documents, aligning improvements with current planning efforts associated with the Arena and the City’s One Center City long-range transportation plan, public realm plan, and prioritizing improvements for funding and implementation. City will review the MAP results when prioritizing transportation funding.	MOU Exhibit I	<p>While not found in the “transaction documents,” the North Downtown Mobility Action Plan was agreed to between OVG and the City in the Memorandum of Understanding (MOU) dated December 6th, 2017. As part of the MOU, Exhibit I detailed the scope of the Mobility Action Plan:</p> <p>The purpose of the North Downtown Mobility Action Plan (“MAP”) is to support sustainable transportation access to and mobility through “North Downtown,” consisting of the Uptown, Belltown, and South Lake Union neighborhoods. The multimodal action plan will identify strategic mobility improvements by building on long-standing community plans and vision documents; aligning improvements with current planning efforts associated with the Seattle Center Arena and the City’s One Center City (OCC) long-range transportation and public realm plan; and prioritizing improvements for funding and implementation. During development of the North Downtown Mobility Action Plan, emphasis will be placed on maximizing the efficiency and enhancing safety of existing transportation infrastructure and prioritizing future transportation improvements. These may include investments in transit, all ages and abilities walking and biking facilities, enhanced streetscapes, vehicular circulation and parking, mobility hubs, freight access and delivery, curb space allocation, and use of technology.</p> <p><u>Goals</u></p> <ul style="list-style-type: none"> <li>• Align mobility improvement implementation with community priorities and vision</li> <li>• Enable safe access for all, regardless of age, ability, or transportation mode choice including walking, biking, and taking transit</li> <li>• Increase accessibility and connectivity of sustainable transportation options between the North Downtown and adjacent neighborhood areas to support growth and accommodate Seattle Center events</li> <li>• Enhance the public realm to create attractive environments for walking, biking, riding transit, and civic life activities in the North Downtown area</li> <li>• Establish a well-connected mobility network that facilitates transferring from one mode to another as efficiently as possible. Promote first and last-mile connections to the regional transit system</li> </ul> <p><u>Key project deliverables will include:</u></p> <ul style="list-style-type: none"> <li>• Prioritized list of transportation capital projects</li> <li>• Prioritized list of programmatic investments (e.g., street operational changes and transit service)</li> <li>• Planning-level cost estimates (for implementation, operations, and maintenance)</li> <li>• Identification of responsible parties and potential funding sources for implementation</li> <li>• Develop principles for mobility, access, and public spaces that are supportive of the community vision</li> </ul>

<sup>(a)</sup> DA = Development Agreement, IA = Integration Agreement, and LA = Lease Agreement, MAP = Mobility Action Plan

**SEATTLE CENTER ARENA PROJECT**  
**COMMUNITY BENEFITS SUMMARY CROSS-REFERENCE TO TRANSACTION DOCUMENTS**

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5	<p><b>Transportation-related Issues.</b> While transportation-related items will likely be integrated into several transaction agreements between the City and OVG, the specifics that communities are interested in addressing include, but not limited to:</p> <p>Education program for users of Seattle Center and Arena to reduce transportation impacts to adjacent neighborhoods (Belltown, South Lake Union, Uptown, and Queen Anne).</p> <p>Fully integrated parking management Plan including drop off locations, signage and parking availability.</p> <p>Transportation management strategies and signage that address the needs of surrounding neighborhoods including Belltown, South Lake Union, Uptown, and Queen Anne.</p> <p>Parking overages in adjacent neighborhoods.</p>	<p>IA 9.1 (b)</p> <p>LA Art. VIII Sec 6</p>	<p><u>Integrated Parking Management.</u> In addition to coordinating the operation of the Garages as provided under Section 3, the Parties will develop an integrated parking management plan which addresses issues such as coordinated drop-off locations, public information about parking availability, and Signage.</p> <p><u>City Transportation Fund.</u> 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.</p>
5	<p><b>Transportation-related Issues, continued.</b> Specific measures that prioritize pedestrian access.</p>	<p>DA Sec 3.4</p> <p>LA Art II Sect 3 (d)</p>	<p><u>Coordination of Pedestrian and Vehicular Access and Updates on Construction Activities (excerpt).</u> Tenant shall use good faith, commercially reasonable efforts to coordinate all mobilization and construction activities with the Seattle Center Project Coordinator in accordance with the Construction Impact Mitigation Plan and the Construction Site Logistics Plan to mitigate impacts to pedestrians and other Seattle Center tenants and users. Tenant and its contractors shall use only the approved truck haul routes and days and hours for trucks hauling material from or to the Development Premises as set forth in the Construction Site Logistics Plan and the Construction Impact Mitigation Plan, with schedule coordination with potential event and other impacts to be approved pursuant to the weekly construction update process described below. Tenant must obtain advance approval from the Seattle Center Project Coordinator for the location, time, and other logistics for any access to the Seattle Center campus by any Tenant contractor that is not along one of the approved haul routes during approved days and hours.</p> <p>Tenant's contractors shall maintain safe pedestrian access on First Avenue North, and except during periods of street closure, on Thomas Street between Second Ave North and Warren Avenue, or shall provide adequate signage to route pedestrians on alternate routes. In addition, Tenant agrees to use commercially reasonable efforts to coordinate construction activities to minimize impediments to pedestrian access to and around the Development Premises and shall not permit its contractors to block or otherwise unreasonably impede access to or use of any road, gate, or walkway on the Seattle Center campus that is outside of the Development Premises without prior written authorization from the Seattle Center Project Coordinator.</p> <p><u>Pedestrian Access.</u> 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.</p>

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