"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, as well as any wholly owned subsidiary of the foregoing provided it meets the foregoing assets test but without the need to meet the rating test.

"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.

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, subject to the rights of any Leasehold Mortgagee, 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, subject to the rights of any Leasehold Mortgagee.

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, subject to the rights of any Leasehold Mortgagee, 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, any Leasehold Mortgagee, 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. As used in this Article IX, Section 3, "subject to the rights of Leasehold Mortgagee" applies to and limits only the interest of Tenant in and to the proceeds or sums referenced, and shall not apply to or limit the rights of Landlord.

Formatted: Underline

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, if permitted pursuant to Article XIII, 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, and in such event. 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, if permitted pursuant to Article XIII, 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, subject to the rights of any Leasehold Mortgagee, 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. As used in this Article XI, Section 3, "subject to the rights of Leasehold Mortgagee" applies to and limits only the interest of Tenant in and to the award, and shall not apply to or limit the rights of 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

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, subject, however, in all events, to the provisions of Article XIII as limited by Section 18 thereof.

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

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 customary costs, fees and expenses incurred in connection with the foregoing, 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

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") (subject to any stay in any Bankruptcy Proceedings affecting Tenant or any injunction, unless such stay or injunction is lifted, and subject to tolling during such time, if any, that Leasehold Mortgagee is prohibited from commencing such proceedings because the NHL is diligently exercising its cure rights pursuant to Leasehold Mortgagee's consent letter with the NHL) provided that from and after the institution of such proceedings, such Leasehold Mortgagee shall diligently prosecute the same to completion,.")~~).~~

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.

Formatted: Keep with next

(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, or is terminated as a result of a Personal Default, 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 which would otherwise be expenses of Tenant 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) such third party assigneethe 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,

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 with respect to such self-help and/or equitable remedies only and Landlord shall not be limited or delayed by this Article XIII from exercising such self-help or equitable remedies, but otherwise the remaining provisions of this Article XIII shall continue to apply.

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

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 or permitted transferee or refinancing Leasehold Mortgagee~~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

Other than the provisions of Article XIII, and any applicable definitions expressly used in Article XIII, for which Leasehold Mortgagees shall be intended third-party beneficiaries, noNo 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]

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

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

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

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

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

SECTION 4. TENANT AND FACILITY RELOCATION PLAN

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

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

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

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

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

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

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

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

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

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

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

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

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

14.2.6 Security Interest. The City~~Tenant~~ may enforce its rights under the security interests and/or letters of credit described in Section 10.1.10 (subject to the rights of any Leasehold Mortgagee) and 10.1.13.

14.3 Emergency Corrective Action.

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

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

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

SECTION 15. PAYMENTS

15.1 Payment for Relocation of Skate Park, Maintenance Facility and Facilities. In consideration of the City's need to relocate the Seattle Center Skate Park ("Skate Park"), the Seattle

Agreement without first participating, in good faith, in mediation as contemplated in this Section or as provided in Lease Article XIX, Section 3.

17.4 Assignment. Tenant may not transfer its interest in this Agreement, except to a Leasehold Mortgagee (as such term is defined in the Lease) and any other permitted transferee of the interest of Tenant under the Lease, in each case, pursuant to Article XII, Section 1 of the Lease, without the approval by the City in its discretion. This Agreement may not in any event be assigned or transferred except to and in conjunction with a permitted transferee of the interest of the Tenant under the Lease and ArenaCo under the Integration Agreement.

17.5 Coordination with Mortgage Financing and Mortgagee Protection Provisions. Notwithstanding anything to the contrary contained herein, commencing upon the later of (i) the date the City shall have issued written confirmation that the conditions of Section 10.1 have been satisfied, and (ii) the date that Leasehold Mortgagee shall have made its first advance for costs of demolition or construction activities, Mortgagee's Cure Rights (as defined in the Lease) shall apply concurrently to both the Lease and this Agreement and the City and Tenant shall complete negotiation in good faith of, and execute an amendment to this Agreement with provisions applicable to this Agreement that are analogous to (i) Article XIII, Section 7(a) of the Lease and its related definition of "Lease Impairment" and (ii) Article XIII, Section 8 of the Lease, including the following terms: (x) the analogue to a Lease Impairment for an amendment to or modification of this Agreement shall be limited to an amendment to or modification of this Agreement that materially, directly and adversely affects Leasehold Mortgagee, and (y) if a New Agreement, as defined in Article XIII, Section 8 of the Lease, is entered into the Parties must concurrently enter into the analogous new Development Agreement pursuant to the amendment described in clause (ii) above. ~~.~~

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

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

To Tenant:

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

With a copy to:

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

With a copy to:

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

With a copy to:

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

With a copy to:

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

With a copy to:

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

17.9 Estoppel Certificates. Within thirty (30) days after request by any Party (which request may be from time to time as often as reasonably required by a Party but not more than once every six (6) months), unless required by a rating agency or requested by a potential assignee or permitted transferee or refinancing Leasehold Mortgagee), the non-requesting Party shall execute

and deliver to the requesting Party, without charge, an estoppel certificate (the "Estoppel Certificate") related to the facts pertaining to this Agreement in such form as the requesting Party may reasonably request and as reasonably approved by the non-requesting Party. Any such Estoppel Certificate may be conclusively relied upon by any lender, investor, or subtenant. If any Party fails to respond to such request within such thirty (30) day period, then the requesting Party may deliver a second notice to the other Party stating that the failure of the other Party to respond to such request within five (5) business days after receipt of such second request will result in a deemed approval with respect to the requested matters. The failure to deliver such statement within that five (5) business day period shall (with respect to third parties relying upon such Estoppel Certificate), without limiting any other remedy which the requesting party may have as a result of such failure, be conclusive upon the Party which fails to deliver such statement that this Agreement is in force and effect with only such modifications as have been identified by the requesting Party, and that there are no outstanding defaults in the performance of the requesting Party.

17.10 Non-Discrimination. Without limiting Tenant's general obligation for compliance with all applicable laws and regulations, for the Term of this Agreement, Tenant shall comply with all equal employment opportunity and nondiscrimination laws of the United States, the State of Washington, and the City of Seattle, including, but not limited to, SMC Chapters 14.04, 14.10, and 20.42, as they may be amended from time to time, and rules, regulations, orders and directives of the associated administrative agencies and their officers.

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

17.12 No Third-Party Beneficiaries. Other than the provisions of Section 17.5, for which Leasehold Mortgagees shall be intended third-party beneficiaries, no ~~No~~ third party shall be or deemed to be a third-party beneficiary of this Agreement, such agreement being only between Tenant and the City.

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

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

(v) ArenaCo shall use commercially reasonable efforts to enforce Seattle Center Sponsors' compliance with their respective Seattle Center Sponsorship Agreements.

(vi) The Seattle Center Director may, upon advance written notice and consultation with ArenaCo (to the extent such advance notice and consultation is reasonably practicable under the then current circumstances), (A) adjust the Activation Area of a Seattle Center Sponsor (including Signage placement), whether on a temporary or permanent basis, to accommodate any changes to Seattle Center (including, without limitation, due to construction, demolition, leasing, events, conveyancing or otherwise), or (B) otherwise relocate Seattle Center Sponsorship Benefits at Seattle Center, including Signage (collectively, the "City Adjustment Rights"). In such circumstances, the Seattle Center Director and ArenaCo shall work together in good faith to identify substitute benefits for any undeliverable Seattle Center Sponsorship Benefits, and if substitute benefits are unavailable or unacceptable to such Seattle Center Sponsor, then Seattle Center Sponsor may have a right to a reduction in sponsorship fees, all as set forth in its Seattle Center Sponsorship Agreement.

(b) Contents. All Seattle Center Sponsorship Agreements shall provide typical terms and conditions for a promotional sponsorship agreement, including, without limitation, the following, which will be set forth in the Standard T&Cs to be mutually agreed upon by City and ArenaCo:

(i) The specific Seattle Center Sponsorship Benefits granted to the Seattle Center Sponsor, including, without limitation, specific details on activations in the Activation Area, including Signage details (type, size, materials, parameters, etc.), or if not within the Activation Area but in a controlled area of medium of the Seattle Center (e.g., the Seattle Center Campus website, apps or social media channels), the express locations within such area/medium. The Activation Area (including Seattle Center Sponsorship rights within such area) is subject to the City Adjustment Rights.

(ii) Descriptions of the approved Seattle Sponsor service/product and brand(s), promotional category, and category exclusivity (if any) granted to the Seattle Center Sponsor.

(iii) Descriptions of official designations (if any) granted to the Seattle Center Sponsor (e.g., "Official [partner/product/service] of Seattle Center").

(iv) Fulfillment cost responsibilities.

(v) An agreement that the Seattle Center Sponsorship Agreement and activations of Seattle Center Sponsorship Benefits are subject to Laws, Seattle Center Policies, the Seattle Center Master Plan, and the Seattle Center standard sponsor practice requirements and codes of conduct as established by the Director from time to time (which address, among other matters, logo and messaging requirements, Seattle Center sponsorship recognition, and brand and design guidelines), provided that City shall provide all policies, plans and requirements to ArenaCo and Seattle Center Sponsor.

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
PO Box 94749
Seattle, WA 98124-4947

ArenaCo: 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 West Monroe Street
Chicago, IL 60661-3693

Section 15.9 Estoppel Certificates

Within thirty (30) days after request by either Party (which request may be from time to time as often as reasonably required by a Party but not more than once every calendar year unless required by a rating agency or requested by a potential assignee or permitted transferee or refinancing Leasehold Mortgagee), 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 approved by the non-requesting Party. Any such Estoppel Certificate may be conclusively relied upon by any lender, investor, or subtenant.

Section 15.10 No Third-Party Beneficiaries

Other than the provisions of Section 15.15, for which Leasehold Mortgagees shall be intended third-party beneficiaries, theThe terms of this Agreement are not intended to create any rights in any persons or entities other than the Parties and their approved assigns and successors, and no. No third party shall be or deemed to be a third-party beneficiary of this Agreement, such agreement being only between ArenaCo and the City.

Section 15.11 No Legal Partnership

All references in this Agreement to a partnership between the City or Seattle Center and ArenaCo are intended to refer to the collaborative relationship between the Parties. The relationship of City and ArenaCo shall be solely that of Landlord and Tenant under the Lease Agreement and independent contractors with respect to activities under this Agreement. Nothing in this Agreement is intended to or shall be construed to create or imply any relationship of legal joint venture, partnership, employment, agency, or any relationship other than that of independent contractors. Neither Party may make binding commitments on the part of the other, except as otherwise expressly provided under this Agreement or specifically agreed to in writing by the Parties.

Section 15.12 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 15.13 Time is of the Essence

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

Section 15.14 Assignment

This Agreement may not in any event be assigned or transferred except to the Leasehold Mortgagee (as such term is defined in the Lease Agreement) and any othera permitted transferee of the interest of ArenaCo under the Lease Agreement, in each case, pursuant to Article XII, Section 1 of the Lease Agreement.

Formatted: Underline

Section 15.15 Coordination with Mortgage Financing and Mortgagee Protection Provisions

Notwithstanding anything to the contrary contained herein, commencing upon the later of (i) the date the City shall have issued written confirmation that the conditions of Section 10.1 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, the City and ArenaCo shall complete negotiation in good faith of, and execute an amendment to this Agreement with provisions applicable to this Agreement that are analogous to Article XIII, Section 8 of the Lease Agreement, including provision that if a New Agreement, as defined in Article XIII, Section 8 of the Lease Agreement, is entered into the Parties must concurrently enter into the analogous new Integration Agreement.

[SIGNATURES FOLLOW ON NEXT PAGE]