

**SEATTLE CENTER INTEGRATION AGREEMENT  
(ARENA AT SEATTLE CENTER)**

by and between

**THE CITY OF SEATTLE,**  
a Washington municipal corporation,

and

**SEATTLE ARENA COMPANY, LLC,**  
a Delaware limited liability company

Dated: [●], 2018

Table of Contents

|   | <u>Page</u> |
|---|-------------|
| ARTICLE I DEFINITIONS .....   | 3           |
| ARTICLE II PURPOSE, TERM, AND GOALS AND PRIORITIES .....                                  | 7           |
| Section 2.1 Purpose.....  | 7           |
| Section 2.2 Term.....   | 8           |
| Section 2.3 Goals and Priorities.....   | 8           |
| ARTICLE III PARKING GARAGE OPERATIONS .....   | 9           |
| Section 3.1 Operating Terms .....   | 9           |
| Section 3.2 Coordination of Parking Operations .....                                      | 10          |
| Section 3.3 Parking Technology and Data.....  | 11          |
| Section 3.4 Ticket and Revenue Reporting.....   | 12          |
| ARTICLE IV OPERATIONS COORDINATION.....   | 13          |
| Section 4.1 Schedule Coordination.....  | 13          |
| Section 4.2 Critical Event Dates .....  | 14          |
| Section 4.3 Protecting Events .....   | 15          |
| Section 4.4 Operations Coordination.....  | 15          |
| Section 4.5 Event Booking System Technology.....  | 16          |
| Section 4.6 Customer Service .....  | 16          |
| Section 4.7 Protected Speech Events and Activities.....                                   | 17          |
| Section 4.8 Community Events.....   | 17          |
| Section 4.9 Additional Community Event Dates .....  | 18          |
| Section 4.10 Premises Use for Community Events .....                                      | 19          |
| Section 4.11 Space Usage/Pre- and Post-Arena Events.....                                  | 20          |
| Section 4.12 Third Party Use/Referrals .....  | 22          |
| Section 4.13 Maintenance and Operation .....  | 22          |
| Section 4.14 Line Management .....  | 23          |
| Section 4.15 Policies Regarding Weapons, Drugs, Alcohol, and Loitering .....              | 23          |
| Section 4.16 Policies Regarding Noise Impacts .....                                       | 23          |
| Section 4.17 Policies Regarding Ticket Scalping and Sales of Bootleg<br>Merchandise ..... | 23          |
| Section 4.18 Canine Detection Team.....   | 23          |
| Section 4.19 Walk-Through Metal Detectors .....   | 23          |
| Section 4.20 Preferred Routes of Travel.....  | 24          |
| Section 4.21 Operations and Traffic Control on Arena Event Days.....                      | 24          |
| Section 4.22 Monorail Operations .....  | 24          |
| Section 4.23 Curb, Street Closures .....  | 25          |
| Section 4.24 Seattle Center Campus Signage .....  | 25          |
| ARTICLE V TECHNOLOGY INTEGRATION AND COORDINATION .....                                   | 25          |
| Section 5.1 Ticketing Technology .....  | 25          |
| Section 5.2 Campus Wireless Networks .....  | 26          |

Section 5.3 Digital Platforms ..... 27

Section 5.4 Customer Facing Mobile Technologies ..... 28

Section 5.5 Ongoing Coordination ..... 28

ARTICLE VI COMMERCIAL RIGHTS, SPONSORSHIP AND MARKETING  
COORDINATION ..... 29

Section 6.1 Seattle Center Sponsorship Benefits; Sales Representative..... 29

Section 6.2 Seattle Center Sponsorship Benefits; Valuation ..... 33

Section 6.3 Marketing Plan, Meetings, and Coordination. .... 35

Section 6.4 Seattle Center Sponsorship Agreements ..... 36

Section 6.5 Transition Provisions ..... 43

ARTICLE VII MARKETING AND CO-PROMOTION COORDINATION ..... 44

Section 7.1 Cross Marketing..... 44

Section 7.2 Regular Coordination..... 44

Section 7.3 Use of Customer Information ..... 44

Section 7.4 E-Mail Lists ..... 45

Section 7.5 Wireless Data Sharing..... 45

Section 7.6 Supplemental Services ..... 46

ARTICLE VIII SECURITY AND EMERGENCY MANAGEMENT ..... 46

Section 8.1 Operating Terms ..... 46

Section 8.2 Coordination of Security Operations ..... 46

Section 8.3 Coordination of Emergency Management Operations ..... 46

ARTICLE IX PUBLIC BENEFITS..... 47

Section 9.1 Connectivity/Wayfinding; Integrated Parking Management ..... 47

Section 9.2 Community Coordination Committee..... 47

Section 9.3 Arena Environs Kept Clean and Safe ..... 47

ARTICLE X COORDINATION MEETINGS ..... 48

ARTICLE XI REPRESENTATIONS AND WARRANTIES ..... 48

Section 11.1 Seattle Center’s Representations and Warranties ..... 48

Section 11.2 ArenaCo’s Representations and Warranties ..... 49

ARTICLE XII DISPUTE RESOLUTION..... 49

ARTICLE XIII INDEMNITY ..... 50

Section 13.1 ArenaCo’s Indemnification of City ..... 50

Section 13.2 City’s Indemnification of ArenaCo ..... 50

Section 13.3 Survival..... 50

ARTICLE XIV DEFAULT AND REMEDIES..... 51

Section 14.1 ArenaCo Default; City Remedies ..... 51

Section 14.2 City Default; ArenaCo Remedies ..... 52

|   |    |
|---|----|
| ARTICLE XV OTHER PROVISIONS .....   | 52 |
| Section 15.1 Incorporation of Lease Agreement Provisions .....                                    | 52 |
| Section 15.2 No Modification of Lease Agreement; Precedence .....                                 | 52 |
| Section 15.3 Governing Law .....  | 52 |
| Section 15.4 Severability .....   | 53 |
| Section 15.5 Entire Agreement; Relationship to Development Agreement and<br>Lease Agreement ..... | 53 |
| Section 15.6 Amendments .....   | 53 |
| Section 15.7 Nondiscrimination.....   | 53 |
| Section 15.8 Notices .....  | 53 |
| Section 15.9 Estoppel Certificates .....  | 55 |
| Section 15.10 No Third-Party Beneficiaries .....  | 55 |
| Section 15.11 No Legal Partnership .....  | 55 |
| Section 15.12 Counterparts .....  | 55 |
| Section 15.13 Time is of the Essence .....  | 55 |
| Section 15.14 Assignment .....  | 56 |
| Section 15.15 Coordination with Mortgage Financing and Mortgagee Protection<br>Provisions .....   | 56 |

Exhibits

|           |  |
|-----------|--|
| Exhibit A | Curbside MOA                                 |
| Exhibit B | Initial Sign Plan                            |
| Exhibit C | Arena Domain Names and Social Media Accounts |
| Exhibit D | Form of Estoppel                             |
| Exhibit E | Approved Sponsorship Categories              |

## **SEATTLE CENTER INTEGRATION AGREEMENT (ARENA AT SEATTLE CENTER)**

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

### **RECITALS**

WHEREAS, on January 11, 2017, the City released a Request for Proposal (as amended, the “RFP”) for the redevelopment of KeyArena at Seattle Center as a world-class, multi-purpose sports and entertainment facility. The City developed the RFP with input from ten City departments and in consultation with constituencies throughout Seattle. The City’s objectives for the redevelopment of the Arena (as such term is defined herein) include each of the following (collectively, the “Arena Objectives”):

- A. To provide a world-class civic arena to attract and present music, entertainment, and sports events, potentially including National Basketball Association (“NBA”) and National Hockey League (“NHL”) events, to Seattle and the region;
- B. To provide for Arena design and operations in a manner that integrates with and enhances connections to Uptown and adjoining neighborhoods and aligns with the Urban Design Framework;
- C. To provide for design, permitting, development, demolition, and construction of the Arena with minimal City financial participation;
- D. To provide for the continuous, successful, and sustainable operation of the Arena as a world-class civic venue with minimal City financial participation;
- E. To provide for mitigation of transportation impacts due to Arena construction and operations;
- F. To provide Arena construction and operations in a manner that is equitable for workers and consistent with the City’s Race and Social Justice Initiative; and
- G. To provide for Arena design and operational integration with the Seattle Center Campus, contributing positively to the vibrancy of the Seattle Center Campus; and

WHEREAS, on February 23, 2017, the City formed an advisory body known as the Arena Community Advisory Panel (the “Advisory Panel”) to provide counsel to the City to consider proposals responding to the RFP, comprised of ten (10) Advisory Panel members chosen based on their various expertise, including, but not limited to, music, sports, transportation, neighborhood interests, and design; and

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

WHEREAS, between April 12, 2017 and June 2, 2017, each of (1) the Advisory Panel, (2) a City executive review team comprised of the Director of the Office of Economic Development, the Director of Seattle Center, and the Director of the City Budget Office (collectively, the “Executive Review Team”), and (3) a team of City staff members in the areas of design/constructability, finance, operations, social equity, and transportation (collectively, the “City Staff Review Team”) carefully evaluated the various proposals in response to the RFP to determine, amongst other things, how the proposals met the Arena Objectives; and

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

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

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

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

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

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

WHEREAS, following the City Council’s approval of the MOU, OVG and its equity partners and investors formed ArenaCo as the entity that will redevelop, lease, and operate the Arena; and

WHEREAS, on [●], 2018, the City and ArenaCo received the notice of adequacy of the final Environmental Impact Statement for the Arena redevelopment; and

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

WHEREAS, between December 4, 2017 and the Effective Date of this Agreement, (a) all conditions precedent to City and ArenaCo entering into this Agreement (as set forth in Sections

21 and 22 of the MOU) were fully and irrevocably satisfied, and (b) all reimbursements of Development Costs by OVG to the City were paid in full (as set forth in Section 4 of the MOU); and

WHEREAS, concurrently with the execution of this Agreement, the City and ArenaCo have executed that certain Development Agreement (Arena at Seattle Center) (as may be amended from time to time in accordance with its terms, the “Development Agreement”), that certain Lease Agreement (Arena at Seattle Center) (as may be amended from time to time in accordance with its terms, the “Lease Agreement”), and those certain ancillary agreements provided for under the Development Agreement and Lease Agreement; and

WHEREAS, the Parties now wish to coordinate certain procedures and infrastructure at the Arena and the Seattle Center Campus (as defined herein) in order to better integrate and coordinate the operations of the Arena by ArenaCo with Seattle Center’s operations of the Seattle Center Campus;

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

## AGREEMENT

### ARTICLE I DEFINITIONS

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

“Activation Area” means that portion of the Seattle Center Campus approved by the Seattle Center Director for the purpose of on-site activation of Seattle Center Sponsorship Benefits granted to a Seattle Center Sponsor pursuant to a Seattle Center Sponsorship Agreement, which Activation Area is subject to change in connection with City’s Adjustment Rights (as defined in Section 6.4(a)(vi) below).

“ADA” means the Americans with Disabilities Act, as amended, including any replacement or superseding legislation.

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

“Alaska Airlines Agreement” is defined in Section 6.4(e)(iv).

“Approved Sponsorship Categories” means the sponsorship categories mutually agreed upon by the Director and ArenaCo from time to time during the Term, the initial list of which is attached as Exhibit E. Approved Sponsorship Categories, including those listed on Exhibit E do not include categories prohibited by Laws, or that relate or refer to guns, pornography or “adult” entertainment, tobacco, marijuana (or marijuana products) or illegal drugs or paraphernalia.

“Arena” means the arena located on the Premises leased by ArenaCo under the Lease Agreement, as expanded, altered, and improved from time to time according to the terms of the Development Agreement or the Lease Agreement, including the underground parking garage, loading dock, and, unless the context clearly indicates otherwise, the adjacent plazas.

“ArenaCo” is defined in the preamble to this Agreement.

“Bundled Ticket(s)” means a season ticket, premium event ticket, or other ticket to an event at the Arena which includes pre-paid parking in the First Avenue North garage or a City Garage.

“City” is defined in the preamble to this Agreement.

“City of Seattle Special Events Committee” means the committee established by the City of Seattle under SMC Chapter 15.52, as amended from time to time during the Term, and comprising representatives of government agencies charged with the duties established by ordinance with respect to special event permits.

“City Garages” is defined in Section 3.1.

“Community Event” is defined in Section 4.8(a).

“Continuing Sponsorship Agreements” is defined in Section 6.5(a).

“CPT” is defined in Section 3.4(b).

“Curbside MOA” is defined in Section 4.23.

“Default Rate” is defined in Section 14.1(b).

“Development Agreement” is defined in the Recitals to this Agreement.

“Digital Platforms” shall mean websites, social media platforms (e.g., Twitter, Instagram, Facebook, Snapchat, Pinterest, and Tumblr), pages or microsites on platforms such as YouTube and Flickr, and other similar digital communication platforms as such exist from time to time.

“Effective Date” is defined in the preamble to this Agreement.

“EMP” is defined in Section 6.4(e)(i).

“Event Day(s)” means any day when an event is held at the Arena.

“Foundation” is defined in Section 6.4(e)(iv).

“Future Marketing Benefits” means Seattle Center Sponsorship Benefits which may come into existence or evolve over time during the Term, including such rights that become available through new technologies or by agreement between ArenaCo and the Seattle Center Director. Future Marketing Benefits may be in addition to or substitution of then-existing Seattle Center Sponsorship Benefits.

“Garages” means, collectively, the First Avenue North garage and the City Garages.

“Initial Sign Plan” is defined in Section 4.24(b).

“Laws” means all federal, state and local laws, statutes, ordinances, administratively enacted rules and regulations, permits and approvals, and all other legal requirements, including, but not limited to, the administratively enacted Seattle Center Campus Rules, as each of the foregoing is modified, amended, superseded, or replaced from time to time during the Term.

“Lease Agreement” is defined in the Recitals to this Agreement.

“Licensed User(s)” means tenants, licensees, resident organizations, and other permitted users of the Seattle Center Campus whose rights to use the Seattle Center Campus are by contract with the City, whether through Seattle Center or otherwise, as distinguished from use enjoyed by the general public, regardless of the duration of the licensed/contracted use, and including, without limitation, any Person who has the right to use the Seattle Center Campus for temporary events, programs, and activities.

“Make Goods Provision” is defined in Section 6.4(b)(xiii).

“Marks” means trade names, trademarks, word marks, service marks, product or service names, messages, symbols, logos, or other indicia or identifications.

“MOU” is defined in the Recitals to this Agreement.

“MPR” is defined in Section 3.4(b).

“Navigate” is defined in Section 6.2(a)(i).

“NBA” is defined in the Recitals to this Agreement.

“NCAA” means the National Collegiate Athletic Association.

“NHL” is defined in the Recitals to this Agreement.

“NIMS” is defined in Section 8.3.

“Non-Event Day(s)” means any day(s) when the Arena is not hosting an event.

“Operating Term Commencement Date” is defined in the Lease Agreement.

“Party(ies)” is defined in the preamble to this Agreement.

“PCI” means Payment Card Industry.

“Person” means any individual, partnership, corporation, limited liability company, association, joint stock company, trust, joint venture, unincorporated organization, or any other business entity or association or any governmental authority.

“Premises” is defined in the Lease Agreement.

“Protected Speech” means any event, activity, or verbal or written communication (whether permitted or unpermitted, licensed or unlicensed) that is intended to convey a non-commercial political, religious, philosophical, ideological, or other similar message to the public, including distributing literature, seeking petition signatures, picketing, demonstrating, carrying signs, artistic performances, or other activities recognized by courts as entitled to protection under the Federal or Washington State constitutions.

“Readiness Plan” is defined in Section 8.3.

“Reserved Rights Area” is defined in the Lease Agreement.

“Reserved Rights” means the City’s reserved rights, as Landlord, in the Premises, as further defined in the Lease Agreement.

“SC Designation” is defined in Section 6.2(c).

“SDOT” means the Seattle Department of Transportation.

“Seattle Center” means the Seattle Center Department or any successor department.

“Seattle Center Campus” means the City of Seattle civic center under the jurisdiction of the Seattle Center Director, as reduced, expanded, or altered by the City Council from time to time. As of the Effective Date, the Seattle Center Campus includes (i) all City-owned property and facilities within the boundaries established under SMC 17.12.010 (as amended, modified or replaced), (ii) the Seattle Monorail System, and (iii) the Garages, and such other parking garages placed under the jurisdiction of the Seattle Center Director, all as may be amended or altered by the City Council from time to time. As used in this Agreement, “Seattle Center Campus” does not include property which is within the boundaries established under SMC 17.12.010 (as amended, modified or replaced), but which is not owned by the City.

“Seattle Center Director” or “Director” means the director of Seattle Center, or the head of any successor department established by the City, and also includes any designee(s) of the Seattle Center Director with respect to any applicable matter(s) delegated by the Seattle Center Director to such designee(s).

“Seattle Center Marks” means the Marks of Seattle Center, as such exist from time to time.

“Seattle Center Master Plan” means the “Seattle Center Century 21 Master Plan” adopted August 2008, as modified, amended, superseded, or replaced from time to time during the Term.

“Seattle Center Policies” means (a) the Seattle Center Corporate Sponsorship Guidelines, Century 21 Signage Guidelines, and Seattle Center Statement of Purpose and Value; (b) interpretations of any of the foregoing by the Seattle Center Director; and (c) decisions of the Seattle Center Director, as each of the foregoing is modified, amended, superseded, or replaced from time to time during the Term.

“Seattle Center Sponsor” means a third party who has been granted Seattle Center Sponsorship Benefits by ArenaCo as contemplated by Article VI of this Agreement.

“Seattle Center Sponsorship Agreement” means a sponsorship agreement between ArenaCo, as an authorized representative of the City solely for such sponsorship agreements, and a Seattle Center Sponsor in compliance with Article VI of this Agreement granting Seattle Center Sponsorship Benefits.

“Seattle Center Sponsorship Benefits” means Sponsorship Benefits granted by ArenaCo to a Seattle Center Sponsor and approved by Seattle Center Director in accordance with Article VI of this Agreement, which Sponsorship Benefits shall be as set forth in a Seattle Center Sponsorship Agreement that is approved by the Seattle Center Director.

“Signage” means banners, signs, video boards, and other visual media and boards (including any electronic, LED, ribbon, matrix, tri-vision, and similar rotating or moving signage) which promote, market, or advertise products, services, ideas, activities, Persons, or anything else. Signage includes interior and exterior Signage and may be temporary, permanent, or mixed.

“SKCC” is defined in Section 4.8(c)(ii).

“SMC” means the Seattle Municipal Code, as amended from time to time.

“SPD” means the Seattle Police Department.

“Sponsorship Benefits” means sponsorship, marketing, and promotional rights, benefits and opportunities, including, without limitation, Signage.

“Standard T&Cs” is defined in Section 6.1(f)(ii).

“T-Mobile Agreement” is defined in Section 6.4(e)(v).

“Team” means any NHL, WNBA, or NBA team playing its home games at the Arena.

“Term” is defined in Section 2.2.

“WNBA” means the Women’s National Basketball Association.

## **ARTICLE II PURPOSE, TERM, AND GOALS AND PRIORITIES**

### **Section 2.1 Purpose**

This Agreement sets forth certain understandings between the Parties with respect to coordinating certain procedures and infrastructure across the Arena, the Premises, and the Seattle Center Campus in order to allow the Parties to work in good faith to better coordinate and integrate the operations of the Arena and the Seattle Center Campus.

## **Section 2.2 Term**

Except for provisions which expressly provide for a different date, this Agreement shall be effective on the Effective Date so long as it is signed by an authorized representative of each Party. The term of this Agreement (the “Term”) shall be coterminous with the term of the Lease Agreement and shall automatically expire upon the expiration or earlier termination of the Lease Agreement.

## **Section 2.3 Goals and Priorities**

The Parties acknowledge that this Agreement, and the commitments made herein for the purposes described in Section 2.1 above shall be guided by the goals and priorities in this Section 2.3.

### **(a) People First**

(i) Patrons: The public’s experience from arrival at Seattle Center Campus to leaving the Arena should be seamless.

(ii) Employees: As set forth in the Development Agreement, a plan has been established for retaining qualified workers and ensuring long-term labor harmony. Seattle Center staff and ArenaCo staff will be mutually respectful and supportive of one another.

(iii) Tenants: As set forth in the Development Agreement, Tenant relocation plans have been established to minimize the disruption to and burden on resident organizations

(iv) Community: Programming at the Arena will activate not only the Seattle Center Campus, but also the surrounding neighborhoods and the residents, artists, and small business owners who reside there.

### **(b) Place-Making, Not Just a Project**

(i) The Arena will be branded as a showcase component of the Seattle Center Campus.

(ii) The Arena will enhance the entire Seattle Center Campus, with the diverse offerings of the Seattle Center Campus becoming part of the patron’s Arena experience.

(iii) The Arena and its operations will be aligned with the Seattle Center Purpose Statement and the Seattle Center Core Values, which are:

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

Seattle Center Core Values. The Seattle Center core organizational values guiding the management and operation of Seattle Center Campus and Seattle Center events and activities are:

- Deliver uplifting and professional service to Seattle Center’s guests, clients, partners, and to each other when carrying out activities under this Agreement.
- Manage Seattle Center’s business with accountability, integrity, and commitment to race and social justice.
- Foster a collaborative, trusting, and respectful workplace community.
- Provide opportunities for employee development.
- Model innovation, efficiency, and sustainability.
- Focus on operational excellence and fiscal strength.
- Steward a safe and welcoming place for all.
- Commit to shaping Seattle Center’s future and telling its story.

(c) Partnership for Success

(i) The partnership between ArenaCo and Seattle Center will be mutually beneficial.

(ii) Seattle Center will share in the success of the Arena, and never move backwards from its current baseline revenue as set forth in the Lease Agreement.

(iii) There will be an established process for the Parties to easily and efficiently coordinate efforts and resolve issues.

## **ARTICLE III PARKING GARAGE OPERATIONS**

### **Section 3.1 Operating Terms**

ArenaCo shall lease and operate the First Avenue North garage pursuant to the terms and conditions of the Lease Agreement. Seattle Center shall operate the Mercer Street garage and the Fifth Avenue North garage (collectively, the “City Garages”) as City-owned facilities, pursuant to City policies, ordinances, and related terms of the Lease Agreement. The Parties shall use good faith, commercially reasonable efforts to manage, maintain, and operate the Garages in a manner reasonably calculated to optimize mutual operational efficiency and revenue generation, and to provide parking capacity for patrons of the Arena, patrons of resident organizations, and for the general public and people attending other Seattle Center Campus events and activities. The Parties acknowledge that the collaborative operation and management of parking inventory is a mutual interest and, where practicable, desire to develop and operate with coordinated parking

technologies and systems as well as transit-related elements designed to provide seamless support to patrons.

### **Section 3.2 Coordination of Parking Operations**

(a) Annual Meeting. On a mutually agreeable date before the scheduled Operating Term Commencement Date, and thereafter, no later than March 31 of each calendar year of the Term, representatives of ArenaCo and Seattle Center shall meet to mutually establish the specific allocation of reserved parking capacity for ArenaCo in City Garages, and to discuss each Party's parking rates and ArenaCo's plans for Bundled Tickets. The Parties shall meet and confer on a regular basis to review parking procedures, customer service standards, and management of all related operations goals and issues. The allocation of parking spaces to ArenaCo must be equitable, taking into consideration the parking needs of other Seattle Center Campus events, resident organizations, and the diverse audiences served. Unless otherwise mutually agreed in writing by the Parties, ArenaCo shall be allocated a total of four hundred (400) parking spaces between the City Garages on each Event Day. Such amount is a maximum total of parking spaces at any given time on an Event Day, and such parking shall be for two (2) hours before event start through two (2) hours after the event ends. In the event either of the City Garages is closed permanently, the Parties will agree in good faith on a revised lesser number of guaranteed spaces, including allocation of parking spaces for the Teams, until such time as there is a City replacement garage, whereupon a new guarantee number shall be agreed upon by the Parties in good faith.

(b) Reserved Parking. Prior to the commencement of each Team season, the Parties will agree to the number of parking spaces at each of the City Garages to be reserved exclusively for pre-paid ArenaCo event parking for the applicable Team's events for such season, provided that if the Parties are unable to agree on the number of parking spaces, the Director shall reserve for ArenaCo for such Team events the four hundred (400) spaces in Section 3.2(a) above per Team event allocated between the City Garages. Specific reserved parking areas or zones will be identified for this use. The number of parking spaces will be based on overall parking demand for each City Garage and calculated to enable equitable distribution for pre-paid parking needs of ArenaCo and other Seattle Center Campus resident organizations. Further, the Parties will establish a process for monitoring utilization of ArenaCo reserved parking capacity to inform the Parties' discussions regarding lowering or raising the annual number of parking spaces. The Director retains the right to return unsold reserved parking capacity to City's inventory for sale. Prior to the commencement of each Team season, and as needed thereafter, the Parties will collaborate regarding reasonable timing for release of unsold reserved parking.

(c) Bundling with Arena Tickets. ArenaCo shall be permitted to create packaged inventory that includes Bundled Tickets in areas mutually agreed upon by the Parties in a City Garage for up to the number of spaces identified in Section 3.2(a). Subject to estimated capacity, additional parking inventory in City Garages for ArenaCo's use for Bundled Tickets may be made available by Seattle Center to ArenaCo on an event-specific basis.

(d) Parking Rates. ArenaCo shall have the right to set and modify parking rates for the First Avenue North garage, including pricing for pre-paid and Bundled Tickets. Seattle Center shall have the right to set and modify parking rates for the City Garages. The Parties shall

use good faith, commercially reasonable efforts to create a method for coordinating parking rates charged at the First Avenue North garage and charges at the City Garages for Event Days and Non-Event Days. Consideration will be given to market rates, customer demand, and City Ordinances governing parking rates for City Garages. ArenaCo acknowledges that the rates for the City Garages (but not the First Avenue North garage) are established within a structure that must be approved by City Ordinance. Seattle Center will propose the maximum Seattle Center parking rates and parking policies for the City Garages during the biennial City budget process. Such proposal shall be subject to Director review and legislative approval by the City Council. Seattle Center shall determine the daily and event parking rates and other parking policies for the City Garages within the City Council-approved rate structure and policy framework legislated by City Ordinance.

(e) Customer Relations. The Parties shall collaborate on a regular basis to set customer service goals and expectations for Garage parking operations, intended to be aligned with any guest experience program(s) established by ArenaCo and related Seattle Center Policies. Elements of customer service collaboration may include, but not be limited to, agreement upon appropriate staffing levels, training, uniforms, safety procedures, and related specific customer service duties for the Garages. The Parties must reasonably agree to a cost allocation for related expenses prior to implementation of any element and must reasonably collaborate with affected unions regarding changes in working conditions as needed.

### **Section 3.3 Parking Technology and Data**

(a) Parking Technology. To provide customer convenience and enhance revenue opportunities, the Parties agree that collaborative operation and management of Garage parking inventory is a mutual interest. The Parties, where practicable, desire to use technology to develop parking programs, market parking inventory, and manage Garage capacity in a coordinated fashion. The Parties will, with respect to the Garages:

(i) Investigate and consider a shared, or compatible set of, automated parking capacity and revenue control system(s).

(ii) Jointly research and evaluate available software and hardware systems and potential future technologies.

(iii) Jointly determine in advance the criteria to be considered in evaluating available systems. Possible evaluation criteria may include, without limitation; ease of operation; purchase price; extended cost of ownership; maintenance and service factors; support staffing required; compliance with accounting practices; compliance with each Party's policy considerations (including privacy and PCI policies); compliance with Laws (including the ADA); and data security.

(iv) If the Parties elect (despite having no obligation to make such election) that a shared or compatible system(s) is to be implemented, the Parties may elect to have one Party undertake the purchase and installation on behalf of both Parties with the other Party providing reimbursement for its relative share of the system (such calculation to be mutually agreed upon by the Parties).

(v) The Parties will document in writing in advance the agreed terms and conditions of any joint purchase (including, without limitation, the cost allocation set forth in clause (iv) above).

(b) Parking Data Sharing. The Parties have a mutual interest in sharing Arena-related (including Event Day) parking data for the Garages to the maximum extent practicable to help provide improved parking services. The Parties intend that any data sharing will include industry standard elements such as, but not limited to, revenue by sale type (i.e., individual, passes, bundled), rates charged, occupancy duration, vehicle occupancy (if available), time of day parked, and other information consistent with then-current standards. Any data sharing between the Parties shall be subject to and consistent with the then-current Laws and privacy policies in place for each organization and shall be for identified periods and in a mutually agreed upon format.

### **Section 3.4 Ticket and Revenue Reporting**

(a) Parking Ticket Sales and Reporting. The Parties agree to work collaboratively and in good faith to establish consistent parking ticketing and payment procedures for the sale of Garage parking inventory. Ticketing procedures should be designed to provide clear information to the customer, efficient processing of sales transactions, data security, and a strong audit trail. Both Parties will work cooperatively to prevent scalping or unauthorized sale of Garage parking inventory.

(b) Parking Revenue Calculation. ArenaCo shall pay Seattle Center for reserved parking in the City Garages calculated as provided in this Section 3.4(b).

For purposes of calculating such payment to Seattle Center, the value of City Garage reserved spaces sold by or through ArenaCo shall be calculated as follows:

(i) For parking spaces in which a parking pass is sold with a stated amount that exceeds the City's applicable rate for the day and time used, then the value shall be determined by multiplying the number of spaces sold by the rate at which ArenaCo sold the parking for the hours for which a parking space is reserved.

(ii) For parking spaces sold as part of Bundled Tickets without a separately specified parking charge, the value shall be determined by multiplying the number of spaces sold as part of Bundled Tickets by the then-current City parking rate in effect for the hours for which a parking space is reserved.

(iii) For parking spaces in which a parking pass is sold with a stated amount that is less than the City's applicable rate for the day and time used, then the value shall be determined by multiplying the number of spaces sold by the then-current City parking rate in effect for the hours for which a parking space is reserved.

The cumulative amount of such parking fees for each calendar month will be referred to as the "Monthly Parking Remittance" (the "MPR"). The MPR shall be inclusive of the applicable sales tax and the City's Commercial Parking Tax ("CPT") (currently 22.6% combined). Seattle Center's parking rates include applicable sales tax and the CPT, and ArenaCo's payment of the City's parking rates shall be inclusive of taxes, as amended from time to time during the Term. Seattle

Center shall remit the sales tax and CPT to the appropriate taxing authority. Credit card fees or other “per transaction” fees shall be handled as an expense and shall not be deducted from the MPR.

(c) Monthly Parking Sales Report. To facilitate payment for parking sales sold by ArenaCo in the City Garages, ArenaCo shall provide Seattle Center with a monthly parking sales report in a form reasonably acceptable to Seattle Center. The monthly report must list sales by ArenaCo of any parking products (whether bundled or not) for the prior calendar month and include sales information by event date, garage location, amount of sale, and a unique transaction identifier number. The monthly parking sales report will be due by the fifteenth (15th) day of the following month.

(d) Parking Sales Adjustments. The monthly parking sales report must include separate areas to identify adjustments by ArenaCo that should be made to the current or prior monthly parking sales reports for cancelled or rescheduled events or refunds and include adjustment information by event date, garage location, amount of adjustment, and a unique transaction identifier number. Refund adjustments made by City for a sale made by ArenaCo will be provided to ArenaCo by City, with appropriate documentation regarding event date, garage location, the amount of adjustment, and a unique transaction identifier number. The Parties will jointly determine the standards and procedures to be used for determining and implementing adjustments.

(e) Monthly Invoice. Seattle Center will invoice ArenaCo for the MPR, including adjustments, if any, due for previous calendar months. The invoice amount will be subject to the standard payment requirements outlined under Article III, Section 1 of the Lease Agreement. In addition to Seattle Center’s remedies for unpaid amounts under Article XIX of the Lease Agreement, if any invoice for City Garage reserved parking remains unpaid for more than one hundred twenty (120) days and the amount is not otherwise being disputed in good faith by ArenaCo, City, in the Director’s sole discretion, may suspend ArenaCo’s reserved parking privileges at the City Garages.

(f) Initial Year Rent Adjustment. For purposes of calculating Rent Adjustments (as defined in the Lease Agreement) for the City Garages, parking presold and collected by ArenaCo prior to the Operating Term Commencement Date will be included in the MPR for the months applicable to actual use of such parking and included in Parking Receipts (as defined in the Lease Agreement) when paid by ArenaCo to City after the Operating Term Commencement Date.

## **ARTICLE IV OPERATIONS COORDINATION**

### **Section 4.1 Schedule Coordination**

(a) General Event Booking Coordination.

(i) ArenaCo and Seattle Center representatives will hold coordination calls, no less frequently than monthly, with the goal of each Party staying current on the status of various events and anticipating how and where those events might impact operations on and around the Seattle Center Campus and the Premises.

(ii) If ArenaCo and Seattle Center have a compatible booking system, designated personnel from ArenaCo and Seattle Center will have mutual view-only privileges to the other Party's event bookings, subject to the limitations or requirements of any software licenses and any City technology policies regarding third-party access.

(iii) At all times during the Term when ArenaCo and Seattle Center have separate booking systems, each Party will make best efforts to provide the other Party with viewing privileges to those booking systems. If technical issues or technology policies prevent mutual viewing, more frequent coordination calls should take place to ensure each Party has a current understanding of the booking schedule of the other Party.

(iv) In either case, each Party's access to the other Party's booking system shall be solely limited to viewing rights for informational purposes. Each Party shall retain ownership, custody, and control of its booking system. Each Party will respect the confidentiality of the other Party's event bookings, and only a limited group of staff representing each Party would be permitted to view any confidential information.

#### **Section 4.2 Critical Event Dates**

(a) To facilitate reserved parking and event coordination, ArenaCo will share with Seattle Center the home game date offer submitted to the league(s) of any Arena resident sports Team(s). ArenaCo shall share the final Team(s) schedule for the upcoming regular season with Seattle Center within twenty-four (24) hours of the time ArenaCo receives each Team's confirmed home game schedule.

(b) Seattle Center will notify ArenaCo promptly when the dates of annual major festivals and campus-wide events at the Seattle Center Campus (collectively, "Major Events") are confirmed (each, a "Critical Festival Date"). These dates are generally confirmed at least two (2) years in advance. Major Events currently include (but are subject to change from time to time throughout the Term):

- (i) Northwest Folklife Festival, Memorial Day Weekend;
- (ii) PrideFest, final Sunday in June;
- (iii) Bite of Seattle, generally the third weekend in July, but subject to change every few years, depending on how many weekends are in the month;
- (iv) Seafair Torchlight, generally the final Saturday in July, but subject to change every few years, depending on how many weekends are in the month;
- (v) Bumbershoot Festival, Labor Day Weekend; and
- (vi) New Year's Eve Celebration, December 31.

(c) ArenaCo will promptly notify Seattle Center when an Arena event is confirmed that will take place during a Critical Festival Date.

(d) The Parties agree that thoughtful consideration will be given to the cumulative effects of multiple events on the Seattle Center Campus grounds and City streets prior to booking of major events, so that known major event impacts may be communicated to the Parties' respective clients and invitees. The City reserves all rights to schedule events and programming at the Seattle Center Campus, but excluding at the Arena and other portions of the Premises other than the Reserved Rights Area, and the booking of major events at the Arena shall not in any way restrict the City's right, or the right of any resident organization, to accordingly schedule events and programs on the Seattle Center Campus and Reserved Rights Area. ArenaCo reserves all rights to schedule events and programming at the Arena consistent with the terms of the Lease Agreement, and the booking of major events on the Seattle Center Campus shall not in any way restrict the booking of the Arena.

### **Section 4.3 Protecting Events**

When carrying out their respective event bookings, neither Party shall be required to protect events from other competing categories of events, regarding either proximity to venue or proximity of timing, with the following exception: if the Arena is not used during the Bumbershoot Festival, then ArenaCo shall not book a competing music, comedy, or other popular entertainment act at the Arena on the Bumbershoot Festival dates without the Director's prior written approval (such approval not to be unreasonably withheld, conditioned, or delayed), but ArenaCo may book a sports event or event which is not music, comedy, or popular entertainment without such prior approval. If the Arena is not used during the Bumbershoot Festival and ArenaCo requests the ability to book a competing event which is not approved by the Director, then the dates of the Bumbershoot Festival will count toward the fourteen (14) Community Event dates for that year as described in Section 4.8 below.

### **Section 4.4 Operations Coordination**

(a) No less frequently than monthly, designated representatives from Seattle Center and ArenaCo shall meet to anticipate and coordinate operations concerns between the Seattle Center Campus and the Premises.

(b) Meeting participants may be added depending on the topics on the agenda; however, the meeting will consistently include the primary operations liaisons for both the Arena and Seattle Center, e.g., the Seattle Center Campus Manager and the Arena Operations Manager.

(c) As part of the meeting, participants will review the upcoming event calendar for the Seattle Center Campus and the Arena. The Parties agree to develop a system to identify those Event Days that require various pre-set operational responses for community outreach, staffing/security, transportation management, and other customer service issues.

(d) ArenaCo will be included among the Seattle Center Campus resident organizations and will have the right to participate in a consortium with Seattle Center, the Seattle Opera, the Pacific Northwest Ballet, KEXP, the resident theaters and museums, and other resident organizations in any mutually agreed upon coordination of calendars, operations, communications, and other efforts.

#### **Section 4.5 Event Booking System Technology**

(a) The Parties have a mutual interest in shared event booking information utilizing a shared or compatible event booking system to assist in anticipating event schedule conflicts, manage traffic congestion, and improve planning efforts with respect to the Arena and the Seattle Center Campus. The Parties will:

(i) Investigate and consider a shared, or compatible, automated event booking system.

(ii) Jointly research and evaluate available software systems.

(iii) Agree in advance on the criteria to be considered in evaluating available systems. Possible evaluation criteria may include, without limitation: ease of operation, cost of purchase, maintenance and service, support staffing required, compliance with Laws and each Party's policies (including privacy), ability to maintain proprietary information, and data security.

(iv) Provide view-only rights to the other Party's hold calendar as described in Section 4.1(a)(ii) above.

(v) Specific viewing protocols, including confidentiality protections, will be discussed at least annually and documented.

(vi) Propose changes to the viewing protocol at any time, but any changes to viewing protocols will not be made without advance agreement.

(b) If the Parties elect (despite having no obligation to make such election) to implement a shared or compatible system, the Parties may agree that one Party will undertake the purchase and installation on behalf of both Parties, with the other Party providing reimbursement for its share of the system. The terms and conditions of any joint purchase will be documented in writing in advance.

#### **Section 4.6 Customer Service**

At its sole cost and expense, each Party will establish a method (including, but not limited to, displaying contact telephone numbers or email addresses) pursuant to which individuals may report operational issues relating to the Arena or the Seattle Center Campus. Each Party will promptly respond in a commercially reasonable manner to all reports. To the extent ArenaCo receives a report regarding the Seattle Center Campus, or Seattle Center receives a report regarding the Arena, the receiving Party will promptly refer the individual to the other Party's reporting service or will send the relevant report to the other Party, and the Parties will cooperate in good faith to document and investigate, and to put in place measures appropriate under the circumstances, to address the concern.

#### **Section 4.7 Protected Speech Events and Activities**

(a) Seattle Center shall give ArenaCo prompt notice if Seattle Center provides a permit or license for a Protected Speech event on the Seattle Center Campus. As a result of the possessory rights granted to ArenaCo pursuant to the Lease Agreement, Seattle Center shall not have the right to provide a permit or license for a Protected Speech event on the Premises except with respect to vacated Second Avenue North and those portions of the Premises located in the Northwest Rooms Courtyards to which the City, as landlord, has Reserved Rights which are consistent with such license. Nothing in this Agreement designates the Premises as a public forum of any kind and nothing in the Agreement is intended to create any public right to conduct Protected Speech events or activities on the Premises.

(b) Seattle Center and ArenaCo shall work together to make best efforts to minimize the impact of Protected Speech events on the Premises.

(c) Damage or excessive cleanup sustained by the Premises that is directly attributable to a Protected Speech event licensed or permitted by the City on the Seattle Center Campus shall be billed by the City to the licensee or permittee, and the City shall be responsible to enforce the collection of these funds from the licensee or permittee. If an invoice for damage to or excessive cleanup of the Premises remains unpaid by the licensee conducting the Protected Speech event, then Seattle Center shall take steps to collect such amounts consistent with the license agreement and Seattle Center policies for collections; however, the City shall not be responsible for costs associated with damage or clean-up required as the result of unpermitted events or the actions of third parties who are not within the control of Seattle Center.

(d) Security or other operational adjustments that ArenaCo chooses to make in anticipation of or response to a Protected Speech event are the sole responsibility of ArenaCo and may not be billed back to the City.

(e) Seattle Center shall make best efforts to represent any major operational conflicts between Protected Speech events and Arena events to the City of Seattle Special Events Committee.

#### **Section 4.8 Community Events**

(a) Pursuant to Article VIII, Section 4 of the Lease Agreement, from and after the Operating Term Commencement Date, ArenaCo shall make available to City or City's designees ("Community Event Designees") use of the Arena (including the loading dock and associated parking spaces) to host community events, but not the exclusive use spaces for the Seattle Storm, or, if applicable, resident NHL or NBA tenants, at no charge to City or such Community Event Designees for the use of such spaces for purposes of such hosted events, for up to fourteen (14) days per calendar year (each a "Community Event"). The applicable provisions of Sections 4.8 through 4.10 of this Agreement and Article VIII, Section 4 of the Lease Agreement shall govern all Community Events.

(b) In accordance with Section 6.1 of this Agreement, Community Events shall not be prevented from having corporate, for-profit sponsors, including sponsors with benefits that may temporarily co-exist with Arena Sponsors during the applicable Community Event(s). In the

Director’s discretion, the City may permit an authorized Community Event Designee to work directly with ArenaCo and to execute an event lease agreement directly with ArenaCo for one or more of the City Community Event dates. Any lease agreement for Community Events shall (i) be on reasonable terms, considering the nature of the event, and materially consistent with Seattle Center’s existing form of event license agreement (ii) shall not impose unreasonable barriers to the City’s ability to schedule Community Events, and (iii) shall comply with the terms and conditions for Community Events under the Lease Agreement and this Agreement.

(c) Scheduling of Community Events

(i) If the dates for the Bumbershoot Festival are modified, the Community Event dates reserved for Bumbershoot shall be modified to alternate dates that are acceptable to ArenaCo. City will provide ArenaCo no less than twelve (12) months advance notice of any such proposed date modification.

(ii) The Seattle/King County Clinic (“SKCC”) shall be scheduled on mutually agreeable dates. Seattle Center shall provide written notice to ArenaCo of the desired dates for each year’s SKCC as early as thirty-six (36) months and no later than twelve (12) months prior to the proposed SKCC dates.

(iii) ArenaCo acknowledges that the scheduling of SKCC is dependent on the availability of certain critical equipment, and will make best efforts to accommodate the dates requested by Seattle Center. The Parties acknowledge that, subject to the timing set forth in clause (ii) above, SKCC dates will not be confirmed until equipment availability is verified.

(iv) If fewer than six (6) days are used for the Bumbershoot Festival or fewer than eight (8) days are used for SKCC, or if either event (or any portion thereof) is cancelled, the remaining use dates may be scheduled for other Community Events, per the “Additional Dates” procedure set forth in Section 4.9 below.

**Section 4.9 Additional Community Event Dates**

(a) Should City desire to schedule Community Events other than Bumbershoot and SKCC from the 14-day allocation set forth in the Lease Agreement, City and ArenaCo will determine mutually agreeable dates for such use, taking into account priority calendar holds by resident NHL, NBA or WNBA teams, using the procedure outlined below:

(i) City may request to schedule a Community Event date on a day that ArenaCo has not previously scheduled or reserved for an event, with a written request from the Seattle Center Director.

(ii) The request will be delivered no less than thirty (30) days in advance of the requested date, and may be delivered as early as thirty-six (36) months in advance.

#### **Section 4.10 Premises Use for Community Events**

(a) Subject to Section 4.10(b), during Community Events, the City or its designee shall have full use of the Premises, including all guest and event areas; plazas; lobbies, restrooms and concourses; premium seating; backstage production areas; meeting rooms; dressing rooms (for dressing/undressing, hair and makeup, and similar activities only); concession areas (for food service use only); loading docks; and associated parking spaces.

(b) During Community Events, the City or its designee shall not have use of certain Arena areas designated for the exclusive use of ArenaCo tenants, licensees and staff, including resident team locker rooms; visiting team and officials' locker rooms; team lounges, training and medical facilities; exclusively leased suites; designated storage spaces; broadcast production studios; press box; concessions administrative offices; and ArenaCo administrative space.

(c) ArenaCo will provide a designated event service representative/event coordination contact for Community Events.

(d) Concessions Areas

(i) Catering and concession exclusivity will be waived during SKCC only, it being understood that all other Community Events shall utilize Arena concessionaires if and to the extent required by the agreements then in place between ArenaCo and such concessionaires.

(ii) ArenaCo will work with SKCC to create a temporary kitchen area on the Premises that will be separate from the Arena's concessions kitchen, but that will provide a facility equivalent to that of tour catering conditions.

(iii) SKCC will not be permitted to use concessions stands for clinic operations but will be permitted to use concession stands for food service use only, and no access will be provided to concessionaire storage or equipment.

(e) As between Seattle Center and ArenaCo, Seattle Center or its designees shall have the exclusive media rights to Community Events, including, but not limited to, the right to record, live stream, publish, display, distribute, and reproduce recordings, accounts, photos, and other content (collectively, "Captured Content") in any form, medium or manner, whether now or hereafter existing (including, without limitation, all performances, programming and activities associated with the Community Events). ArenaCo, on behalf of itself, and anyone obtaining any rights through ArenaCo, including, without limitation subtenants of ArenaCo, hereby waives any and all media rights to Community Events. Seattle Center or its designees shall be allowed media access as needed for Community Events. Notwithstanding anything to the contrary contained herein, Seattle Center or its designees shall not live stream, publish, display, distribute, or reproduce any Captured Content that reasonably would be anticipated to (i) disparage ArenaCo or any Team, or (ii) otherwise purport to associate ArenaCo or any Team with any overt political message (the identification of the location of events or activities at the Premises itself shall not be an association for purpose of the foregoing clause (ii)).

(f) Specifically pertaining to the SKCC, Seattle Center and the SKCC work with both Seattle and King County Public Health, as well as other professional state and local agencies, to develop and maintain safety protocols related to significant communicable conditions, sanitation, biohazardous waste disposal, blood-borne pathogen exposure, equipment, direct patient care, health emergencies, volunteer licensure, and malpractice coverage, among others. Seattle Center and SKCC commit to continuing to work with these agencies to ensure professional standards and safety are being achieved in clinic operations, both in the Arena and on the Seattle Center Campus, and that appropriate written waivers and disclaimers of liability are being obtained from members of the public accessing SKCC services that run in favor of ArenaCo, the form of which waiver and disclaimer will be provided to ArenaCo.

(g) Community Event Expenses

(i) City or its designee will reimburse ArenaCo for direct out-of-pocket costs (without markup) actually incurred in connection with hosting the Community Events. Overhead and the cost of salaried staff (as opposed to hourly staff who were hired specifically for the Community Event) is not billable to the City, but direct event costs are. ArenaCo will provide estimated charges to Seattle Center in connection with the scheduling of a Community Event.

(ii) These direct billable costs may include, but are not limited to, direct costs for setups/breakdowns of facilities, systems, equipment, and furniture; and labor such as ushers, security, stage and other technical operators, and janitorial.

(iii) SPD, paramedics, and other municipal services related to the Community Event will be billable to Seattle Center.

(iv) Interior equipment owned or leased by ArenaCo and housed in the building may be used free of charge except for set/strike costs, it being expressly understood that the foregoing provision shall not apply to equipment owned or leased by any Team. All ArenaCo equipment used for Community Events must remain in the interior of the Arena and may not be used in outdoor plaza areas or otherwise moved off-premises.

(h) The City or its designee shall be permitted to utilize its own ticketing service for the Bumbershoot Festival and retain all revenues therefrom.

**Section 4.11 Space Usage/Pre- and Post-Arena Events**

(a) Festival and Event Use of the Exterior Arena Premises

(i) Upon request, ArenaCo will have the opportunity to review (but not approve) how Seattle Center events are using Seattle Center Campus areas directly adjacent to the Premises (collectively, “Seattle Center Campus Adjacent Activities”). Seattle Center shall consider in good faith the reasonable comments of ArenaCo with respect to such Seattle Center Campus Adjacent Activities and any material adverse impacts on the Premises that are reasonably anticipated based on the proposed plan for same. Nothing in this Agreement shall be deemed to operate as an advance waiver or release in the event that

such Seattle Center Campus Adjacent Activities result in damages to or claims against the Premises.

(ii) Per the Lease Agreement, in addition to Community Events, ArenaCo 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 the Lease Agreement, Seattle Center’s Purpose Statement, and the Seattle Center Master Plan. Therefore:

- a. Seattle Center may request use of the Arena plaza areas for use by resident organizations/large community events, provided these events are free and open to the public, and provided that the proposed use does not conflict with existing Arena event business (including Arena sponsorships).
- b. Direct costs and liability insurance issues related to this type of use would be addressed in writing in advance and would be billable to or required of the festival or event.
- c. Festival and event use of any portion of the exterior areas of the ArenaCo Premises is subject to approval and licensing by ArenaCo, such use to not be unreasonably withheld.
- d. In order to guarantee use of the exterior Arena Premises (other than the Reserved Rights Area) well in advance, festivals or event clients may lease or license such plaza areas directly from ArenaCo through standard booking procedures and at rates determined by ArenaCo.

(b) ArenaCo Use of the Seattle Center Campus

(i) Upon request, Seattle Center will have the opportunity to review (but not approve) how ArenaCo’s events are using those areas of the Premises directly adjacent to the Seattle Center Campus (collectively, “ArenaCo Adjacent Activities”). ArenaCo shall consider in good faith the reasonable comments of Seattle Center with respect to such ArenaCo Adjacent Activities and any material adverse impacts on the Seattle Center Campus that are reasonably anticipated based on the proposed plan for same. Nothing in this Agreement shall be deemed to operate as an advance waiver or release in the event that such ArenaCo Adjacent Activities result in damages to or claims against the Seattle Center Campus.

(ii) Upon request from ArenaCo, Seattle Center will work with ArenaCo to coordinate event activations on the Seattle Center Campus that relate to certain Arena events, taking into consideration Seattle Center’s overall public programming and operations.

(iii) Seattle Center will work with ArenaCo to prioritize scheduling a limited number of event activations on the Seattle Center Campus for the Arena grand re-opening, Team season openers, and Team playoff games, and use good faith efforts to make at least one major facility (such as Fisher Rooftop or Fountain Lawn) available for each such event activation.

(iv) Commercial Seattle Center rental rates, terms, and conditions of use will apply to these event activations.

(v) Non-commercial event activity related to Arena events to address operational concerns (for example, line management in accordance with Section 4.14 below or media placement) on the Seattle Center Campus may be approved by Seattle Center on a space-available basis, provided there is no material adverse impact to the Seattle Center Campus operations or events. If there are costs related to such activities, Seattle Center terms and conditions of use will apply to these activities.

#### **Section 4.12 Third Party Use/Referrals**

(a) If a Team or ArenaCo event client wishes to make use of any Seattle Center Campus facilities, indoor or outdoor, as part of an Arena event, ArenaCo will:

- (i) refer such party to Seattle Center for direct sales/contracting; or
- (ii) rent the applicable space directly from Seattle Center at Seattle Center regular commercial rates, terms, and conditions of use.

(b) If a Seattle Center resident organization or Seattle Center-authorized Seattle Center Campus event client wishes to make use of outdoor portions of the Premises other than the Reserved Rights Area:

- (i) Seattle Center will refer such party to ArenaCo for direct sales/contracting; and
- (ii) if ArenaCo agrees to enter into an agreement with such party for use of the Premises, then the Seattle Center Event Service Representative assigned to the Seattle Center Campus portion of the client event will coordinate logistics/operations related to the client's use of the Premises directly with the appropriate ArenaCo representative.

#### **Section 4.13 Maintenance and Operation**

ArenaCo shall operate the Arena's exterior open space pursuant to the terms and conditions of the Lease Agreement. Seattle Center shall operate the Seattle Center Campus as City-owned facilities, pursuant to City policies and ordinances. The Parties shall use good faith, commercially reasonable efforts to manage, maintain, and operate their open spaces in a manner that addresses standards and frequency of cleaning, vandalism repair, graffiti removal, and trash and litter removal to ensure a clean and safe environment.

#### **Section 4.14 Line Management**

ArenaCo shall employ reasonable and appropriate numbers of staff members to monitor and direct queuing for Arena events or ticketing on the Premises and shall use good faith commercially reasonable efforts to minimize any queueing outside of the Premises. In the event queuing for the Arena is expected on the Seattle Center Campus, the Parties will work collaboratively in advance to plan for and manage Arena queues in a fashion that is minimally disruptive to Seattle Center clients, guests, and operations.

#### **Section 4.15 Policies Regarding Weapons, Drugs, Alcohol, and Loitering**

Seattle Center policies, including, but not limited to, those regarding firearms, weapon possession, drug and alcohol use, loitering, and similar issues are set forth under the Seattle Center Campus Rules as promulgated under the authority of SMC 17.04.040 and subject to all Laws. ArenaCo policies and the policies of its subtenants with respect to the Premises may be more restrictive or differ from those of Seattle Center, but only to the extent not in conflict with the Lease Agreement, provisions of Seattle Center Campus Rules applicable to Seattle Center Campus grounds, or other applicable Laws. Seattle Center and ArenaCo agree to work together in good faith to identify and implement reasonable measures to mitigate conflicting policy issues.

#### **Section 4.16 Policies Regarding Noise Impacts**

Upon completion of construction and during the operation of the Arena, the Parties shall support and adhere to the City of Seattle's Noise Code and strive to minimize noise impacts to neighbors. The Parties shall regularly meet and confer to discuss any noise issues relating to the Premises and identify and implement appropriate policies and procedures to mitigate such noise issues.

#### **Section 4.17 Policies Regarding Ticket Scalping and Sales of Bootleg Merchandise**

Seattle Center and ArenaCo will work collaboratively on issues arising from the scalping of tickets or sale of bootleg merchandise on the Seattle Center Campus.

#### **Section 4.18 Canine Detection Team**

The Parties acknowledge and agree that ArenaCo may, at its sole election, employ an explosive detection canine team operation plan for the Arena, which shall integrate canine operations into the patron, vehicle, and overall Arena search process. Canine resources will remain onsite for the duration of any event held at the Arena to respond to any suspicious packages or related incidents during the event and to participate in sanitizing the boundaries of the Premises for egress.

#### **Section 4.19 Walk-Through Metal Detectors**

All persons entering the Arena (including Seattle Center and other City employees and any other union workers) must be screened through Walk-Through Metal Detectors (WTMDs) on a seven (7) day a week, twenty-four (24) hour basis. If an alarm is triggered, full secondary screening procedures will be consistently applied to all such persons prior to entering the Arena.

#### **Section 4.20 Preferred Routes of Travel**

The Parties will mutually develop a small portfolio of standard recommended routes for pedestrian and vehicular ingress and egress to and from events held at the Arena, with alternative routes identified to address variations due to attendance, other neighborhood or Seattle Center Campus events, and construction or facility changes. The standard routes may be modified by mutual agreement of the Parties as needed, but shall be subject to any requirements of SDOT and the City of Seattle Special Events Committee. The Parties will use commercially reasonable efforts to direct Arena patrons to use the recommended routes, including the use of staff and wayfinding Signage.

#### **Section 4.21 Operations and Traffic Control on Arena Event Days**

The Parties have a mutual interest in making arrival to and exit from events a positive experience for patrons.

(a) ArenaCo will negotiate in good faith an agreement with SPD regarding traffic control at designated intersections on Event Days. Seattle Center and ArenaCo will cooperate in good faith in the negotiation and implementation of such traffic agreement.

(b) Other organizations or facilities on the Seattle Center Campus also hire SPD to perform traffic control when attendance is expected to reach specified levels. The Parties shall use good faith, commercially reasonable efforts to explore opportunities for collaboration and coordination in those situations. To enable that coordination, the Parties will:

(i) Cooperatively identify attendance levels or event types that would warrant SPD traffic control for an individual facility.

(ii) Cooperatively identify cumulative event attendance levels warranting SPD traffic control.

(iii) Jointly determine if there are cost sharing opportunities for the Parties.

(iv) Regardless of whether costs are shared, the Parties will coordinate so that SPD's traffic direction provided for non-Arena events is complementary to that being provided by SPD to patrons of Arena events taking place at similar times as events at other areas of the Seattle Center Campus.

The above efforts will be coordinated cooperatively with other Seattle Center tenants where appropriate and possible.

#### **Section 4.22 Monorail Operations**

ArenaCo shall appoint a representative to coordinate in good faith with the Seattle Center monorail operator regarding the schedule of events at the Arena and any anticipated need for additional monorail trips on Event Days.

### **Section 4.23 Curb, Street Closures**

For any street right-of-way curbspace reservation or use adjacent to the Seattle Center Campus that is addressed in that certain Memorandum of Agreement for Event Curbside Management dated June 20, 2011 (the “Curbside MOA”) as may be amended from time to time, a copy of which is attached to this Agreement as Exhibit A, ArenaCo shall obtain applicable permits by making a written request to Seattle Center that it exercise its rights under the Curbside MOA. For any street right-of-way use not addressed by the Curbside MOA, ArenaCo shall reasonably coordinate with Seattle Center and the City of Seattle Special Events Committee, as applicable, before applying to SDOT for a Street Use Permit, which coordination shall consist of Seattle Center, the City of Seattle Special Events Committee (where applicable), and ArenaCo working reasonably and cooperatively with SDOT to prioritize and allocate street and curbspace rights to accommodate as much and as efficiently as possible the respective street and curbspace needs of ArenaCo and other Seattle Center activities and tenants. ArenaCo shall at all times comply with the terms of the Curbside MOA, including but not limited to, the payment of all applicable fees.

### **Section 4.24 Seattle Center Campus Signage**

(a) Any Signage placed on the Seattle Center Campus (excluding the Premises but including the Reserved Rights Area) will be branded as Seattle Center signs. Placement, design, and content of Signage placed on the Seattle Center Campus is subject the Seattle Center Policies and approval of the Seattle Center Director.

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

(c) If the Parties elect (despite having no obligation to make such election) to design, develop, or acquire a Signage package or implement a content management or operating program for the Seattle Center Campus, then the Parties may agree that one Party will undertake the purchase, installation and/or operation of the Signage on behalf of the Parties with each Party paying for it proportionate share of the Signage. The terms of any joint purchase or service arrangement and reimbursement or payment shall be documented in writing in advance.

## **ARTICLE V TECHNOLOGY INTEGRATION AND COORDINATION**

### **Section 5.1 Ticketing Technology**

(a) The Parties recognize that automated ticketing and registration systems are foundational elements to meeting the business needs of each organization. Automated ticketing systems (including both the primary ticketing and secondary ticketing platforms) help to provide equitable access to events, manage ticket sales or event access efficiently, and provide an effective method to collect revenue, fees, and customer data. Implementation of a coordinated ticketing

system, when possible, will increase customer service, and provide enhanced marketing strategies and revenue opportunities.

(b) Each Party has the right to implement its own ticketing software and systems but recognizes the value to each of a shared system. To evaluate the value of a shared ticketing system:

(i) ArenaCo will investigate and consider opportunities for the Parties to use a shared, or compatible, automated ticketing system. ArenaCo will solicit ideas and information from Seattle Center about preferred criteria / functions for a ticketing system.

(ii) ArenaCo will provide Seattle Center the opportunity to participate in, and jointly use, any ticketing systems deployed for the new Arena. Possible lines of business include, but are not limited to, event registrations and ticket sales for Seattle Center facilities, ticket sales for McCaw Hall events, bundled parking services, or third-party campus events and festivals.

(c) Prior to implementing any shared ticketing system, the Parties will negotiate the terms and conditions under which Seattle Center will have use of the automated ticketing system. The terms and conditions will be mutually agreed upon in writing in advance, based on the following principals:

(i) Seattle Center would be responsible for its share of ticketing system expense. The fee charged to Seattle Center would be reasonable and based on the actual expenses incurred by ArenaCo.

(ii) Revenue to be generated from the automated ticketing system from ticket sales to Seattle Center events would be addressed and allocated.

(iii) Ticketing systems would need to comply with standard accounting practices, applicable Laws and each Party's applicable policies regarding privacy, PCI, and data security.

(iv) Ticketing systems would comply with ADA guidelines.

(v) The Parties would reserve the right to maintain the confidentiality of personally identifiable data resulting from ticket sales to their own customers. Each Party could request aggregated ticketing data from the other Party for the purposes of understanding consumer trends and behavior.

## **Section 5.2 Campus Wireless Networks**

To provide customer convenience, maintain operational efficiency, and create revenue generating opportunities, the Parties agree that collaborative operations and management of wireless systems is desired. Wireless systems may include, but are not limited to, Wireless-Fidelity systems (Wi-Fi), cellular communications systems, Distributed Antenna Systems (DAS), point to point microwave, event and emergency service radios, beacons, ticket scanners, Internet of Things (IoT) devices, and wireless microphones.

(a) ArenaCo has the sole right and responsibility to operate and maintain wireless systems on its Premises subject to the terms of the Lease Agreement. ArenaCo shall use commercially reasonable efforts to ensure the Arena wireless systems do not cause interference with Seattle Center Campus systems.

(b) If the Parties elect (despite having no obligation to make such election) to create, implement and operate shared wireless systems, then the terms and conditions of any shared systems would be mutually agreed upon in writing in advance and subject to the following:

(i) Revenue generated by shared wireless systems would be equitably allocated according to the wireless antenna or receiver location and usage.

(ii) The Parties would meet periodically to review and discuss wireless systems, frequency allocations, and planned wireless deployments.

(iii) Each Party will have control of wireless communication originating from and servicing its respective property and facilities.

(iv) Each Party will use commercially reasonable efforts to ensure that its wireless communications will not impact or interfere with the other Party's operations without permission and will establish a process for addressing interference issues.

(v) All wireless communications will comply with all applicable Laws and privacy policies.

(vi) The Parties will jointly research and evaluate available wireless or technology systems and will agree in advance on the criteria to be considered in evaluating available systems.

(c) If the Parties elect (despite having no obligation to make such election) to implement a shared system, that Parties may agree that one Party will undertake the purchase and installation on behalf of Parties with each Party paying for its relative share of the system. The terms of such joint purchase and reimbursement shall be documented in writing in advance.

### **Section 5.3 Digital Platforms**

While the Parties will own and operate separate Digital Platforms there is a mutual interest in developing cross-promotional and branding strategies across all Digital Platforms.

(a) Each Party has the sole and exclusive rights to own, operate, and control the form, content, presentation, and exercise of all Digital Platforms related to its businesses and properties.

(b) Each Party will maintain a hyperlink (text or logo) in the global header or footer on its respective websites directing users to the other Party's website.

(c) Each Party shall have the right to approve, in its sole discretion, any content relating to that Party which will appear on a Digital Platform owned or controlled by the other

Party. The Parties may agree to pre-approved uses for specific applications agreed-upon between the Parties.

(d) City will assign to ArenaCo, and ArenaCo will assume from City, the KeyArena website (located at [www.keyarena.com](http://www.keyarena.com)), including primary and secondary URLs, and social media accounts and other digital media platforms listed on Exhibit C, including handles and administrative controls (collectively, “Platforms”). Such assignment and change of administrative control will take place no sooner than two (2) weeks following the final turnover of the Premises as provided under the Lease Agreement and the Development Agreement. All assignments and Platforms are “AS IS/WHERE IS,” without any representations or warranties from the City. From and after the date of such assignments, ArenaCo shall be solely responsible for the assigned Platforms, including, without limitation, all uses and displays of content and information thereon or associated therewith. Additionally, ArenaCo acknowledges that such content and information may be subject to third-party rights.

#### **Section 5.4 Customer Facing Mobile Technologies**

To provide customer convenience and enhance revenue opportunities, the Parties agree that providing visitors to the Arena and Seattle Center Campus with effective mobile applications is a priority. The Parties have a mutual interest in developing systems which provide easy and seamless directional assistance, real time event information, and sponsorship activation opportunities.

Each Party will endeavor to include the following content in its respective mobile applications:

- (a) Coordinated wayfinding information, which may include multi-modal information such as directions for pedestrians, transit riders, automobile drivers, and parking information; and
- (b) The option of real time event and direction updates.

Each Party reserves the right to preapprove any content or functionality about its respective facilities in any mobile applications of the other Party.

#### **Section 5.5 Ongoing Coordination**

The Parties have a mutual interest in sharing information regarding planned technology improvements and projects. Shared technology information will help identify opportunities for cooperation, enhanced efficiencies, revenue maximization, cost savings, schedule coordination, and potential systems overlaps.

Each Party will prepare and maintain a summary of technology related plans or projects for that Party’s respective facilities, and the Parties will meet no less than annually to review and discuss the technology plans. Each Party reserves the right to amend and update its plans at its discretion and will make a good faith effort to share such changes with the other as early as practicable.

## **ARTICLE VI COMMERCIAL RIGHTS, SPONSORSHIP AND MARKETING COORDINATION**

### **Section 6.1 Seattle Center Sponsorship Benefits; Sales Representative**

(a) Appointment of ArenaCo as Sales Representative; Reservations; Limitations. Subject to the terms of this Agreement, including the transition provisions of Section 6.5 below, City appoints ArenaCo to serve as, and ArenaCo agrees to act as, the exclusive sales representative for Seattle Center Sponsorship Benefits with respect to periods from and after Operating Term Commencement Date. ArenaCo may delegate such duties only with the prior written approval of the Director; provided, however, such delegation shall not release ArenaCo from its obligations under this Article VI, and the acts and omissions of its delegate shall be deemed to be those of ArenaCo. City acknowledges that OVG has been delegated such duties (which delegation has been approved by the Director in accordance with the preceding sentence) and has been engaged as ArenaCo’s sponsorship sales agent for this purpose. ArenaCo’s authority to sell Seattle Center Sponsorship Benefits shall be solely as set forth in this Article VI, and solely for sales in the Approved Sponsorship Categories. In such capacity, subject to the terms of this Agreement, ArenaCo shall be responsible for the solicitation, marketing, and sale of Seattle Center Sponsorship Benefits, and the negotiation, execution, administration, and servicing of Seattle Center Sponsorship Agreements entered into by ArenaCo (collectively, the “Sponsorship Services”). The Parties acknowledge and agree that ArenaCo has the right to sell Seattle Center Sponsorship Benefits to the following ArenaCo sponsors: (i) one (1) Arena naming rights sponsor, (ii) eight (8) Arena founding partners, (iii) eight (8) Arena presenting partners, and (iv) eight (8) Arena partners (collectively, “ArenaCo Sponsors”), with exact details concerning the proposed Seattle Center Sponsorship Benefits to be granted to such ArenaCo Sponsors to be discussed with the City from time to time as requested by the Seattle Center Director. In addition, ArenaCo’s appointment includes providing Sponsorship Services for the sale of Seattle Center Sponsorship Benefits independent of any above-referenced targeted ArenaCo Sponsors. ArenaCo is only granted the rights under this Article VI to sell Sponsorship Benefits that are Seattle Center Sponsorship Benefits in the Approved Sponsorship Categories, which must be with respect to sponsorship of the Seattle Center Campus in general (e.g., “a sponsor of Seattle Center”; “the official [product/service] of Seattle Center”), and not sponsorship of any specific portion, place, facility, segment or feature of the Seattle Center Campus, or any event or activity occurring at the Seattle Center Campus (including, without limitation, the Arena or any Team). The Arena or any Team may be referenced in a secondary capacity to the Seattle Center Campus, subject to the approval of the Director in the Director’s sole discretion. ArenaCo may also provide additional Sponsorship Services as mutually agreed upon in writing from time to time by ArenaCo and the Seattle Center Director. ArenaCo’s rights pertaining to Sponsorship Services are strictly limited to the rights expressly granted under this Agreement.

Notwithstanding the foregoing or anything to the contrary contained in this Article VI, in the event that no Rent Adjustment has been produced with respect to Net Sponsorship Revenue (as defined in the Lease Agreement), as contemplated by Article III, Section 6(c) of the Lease Agreement, for any three (3) consecutive calendar years during the term of the Lease Agreement commencing with (and including) the eleventh (11<sup>th</sup>) calendar year during the term of the Lease Agreement, then ArenaCo shall pay to City a revenue makeup payment equal to fifty percent (50%) of an amount equal to \$781,454 (which is that portion of the Baseline Historic Average (as defined

in the Lease Agreement)) attributable to net revenues from sales of Seattle Center sponsorship benefits, as adjusted to December 31, 2017) as increased by the Escalator (as defined in the Lease Agreement) through December 31 of the third year of such three (3) year period. Such calculations shall be made yearly on a rolling three (3)-year basis, and any annual payment to be made by ArenaCo to City shall be paid on or before June 30 of the succeeding year. In determining Net Sponsorship Revenue for purposes of measuring whether a Rent Adjustment has been produced, the Net Sponsorship Revenue which would have been produced in the applicable years for bona fide ArenaCo-proposed Seattle Center Sponsorship Agreements (as evidenced by term sheets or other evidence of such proposed sponsorship) that were proposed by ArenaCo and were on commercially reasonable terms, but rejected by the Director, shall be counted.

Notwithstanding the foregoing or anything to the contrary contained in this Agreement, ArenaCo shall have no rights with respect to the excluded matters under clauses (i) through (viii) below (the “Excluded Matters”), and City reserves all rights with respect to the Excluded Matters to itself and its designees (which may include Licensed Users). City’s (and its designees) reserved rights include, without limitation, rights to grant sponsorship, promotional, and other rights and benefits with respect to such Excluded Matters, and permit activations thereof. ArenaCo acknowledges and agrees that sponsors, promotional partners, licensees and other third Parties associated with any of the Excluded Matters may have rights granted to them by City or its designees in sponsorship categories that are in conflict with the Approved Sponsorship Categories of Seattle Center Sponsors who have been granted Seattle Center Sponsorship Rights by ArenaCo pursuant to a Seattle Center Sponsorship Agreement. Neither the grant nor exercise of such rights and benefits shall be a breach or violation of this Agreement, and such rights and benefits shall co-exist to the extent of any conflict. Notwithstanding the foregoing, in exercising such reserved rights as to Excluded Matters, neither the City nor any of its designees shall grant express rights to any sponsor, promotional partner, licensee, or other third party associated with any of the Excluded Matters (x) to be an official sponsor of the Seattle Center Campus (as a whole), or (y) to be an official product or service of Seattle Center or the Seattle Center Campus (as a whole).

- (i) Licensed Users, and their respective facilities, properties, assets, events, programs and activities;
- (ii) McCaw Hall, and its facilities, properties, assets, events, programs, and activities (provided, however, that the City will work cooperatively in support of ArenaCo’s reasonable efforts to secure the right to sell McCaw Hall sponsorship benefits in a manner that is beneficial for all parties);
- (iii) Seattle Monorail System, and its facilities, properties, assets, events programs and activities (provided, however, that the City will work cooperatively in support of ArenaCo’s reasonable efforts to secure the right to sell Seattle Monorail System sponsorship benefits in a manner that is beneficial for all parties);
- (iv) Naming rights with respect to the Seattle Center Campus, or any portion, place, facility, building, segment or feature of the Seattle Center Campus other than the Arena. Naming Rights includes

presenting, title and similar types of sponsorship identification rights. Notwithstanding the City’s reservation of rights above, unless otherwise mutually agreed upon in writing by the Parties, (A) City shall not grant such rights to a third party in an Approved Sponsorship Category for which a Seattle Center Sponsorship Agreement then exists with category exclusivity, and (B) City will not sell any such naming rights prior to October 1, 2020.

- (v) Temporary programs, events, and activities at Seattle Center, whether conducted by Seattle Center, any other department of the City (or any designee of Seattle Center) or conducted by a Licensed User, and whether recurring or non-recurring;
- (vi) Philanthropic and charitable activities and associations for the benefit of the Seattle Center Campus or Seattle Center which are not primarily commercial in nature, including, without limitation, solicitation and recognition of gifts, grants, fundraising, and associations of any kind with respect to Seattle Center, the Seattle Center Campus, or any portion, place, facility, building, segment or feature of Seattle Center, or any of Seattle Center’s programs, events, or activities, provided, however, that any permanent corporate donor Signage associated with the grant of such rights by City where such corporate donor’s primary business is in the same Approved Sponsorship Category of an ArenaCo Sponsor (such potential conflict being measured at the time of the City’s grant of such rights) shall not use any corporate logos of such corporate donor and shall be in typeface only;
- (vii) Any portion of Seattle Center Campus which is not in existence or under the control of the Seattle Center Director on the Effective Date; and
- (viii) Barter/trade arrangements between print and media companies and the City for the purpose of advertising such media partners’ (and not third parties’) products and services.

ArenaCo also acknowledges and agrees that the Seattle Center Campus, including associated buildings and facilities, is a civic center used by the general public and persons and organizations exercising their First Amendment and similar rights. The City shall not be in breach or violation of this Agreement for any conflict with Seattle Center Sponsorship Rights granted to a Seattle Center Sponsor which may arise as a result of any member of the general public exercising any legally permitted right.

(b) Standards. ArenaCo shall perform the Sponsorship Services (i) in compliance with all Laws, the Marketing Plan (as defined in Section 6.3(c) below), and this Agreement, (ii) in a manner consistent with the Seattle Center Policies, (iii) in a professional manner consistent with industry standards for other third-party service providers performing

similar services for world-class entertainment areas, (iv) for the mutual benefit of City and ArenaCo, with an objective of maximizing revenues for both Parties from the sales of Seattle Center Sponsorship Benefits, and (v) in a manner supportive of and in alignment with the Seattle Center Purpose Statement and Seattle Center Core Values.

(c) Obligations to Seattle Center Sponsors. ArenaCo shall have no authority to make, and shall not make, any promises or commitments to third parties, including Seattle Center Sponsors, on behalf of City (including Seattle Center) unless expressly approved in writing by the Seattle Center Director; it being acknowledged and agreed that as between ArenaCo and a Seattle Center Sponsor, all commitments made to a Seattle Center Sponsor by ArenaCo are the sole obligations of ArenaCo and are intended to be evidenced by a related Seattle Center Sponsorship Agreement. Any sponsorship fulfillment obligations of City to a Seattle Center Sponsors (e.g., a space rental agreement) shall be evidenced by a separate agreement entered into by City and a Seattle Center Sponsor, unless otherwise agreed upon by ArenaCo and City.

(d) Costs and Expenses. All costs and expenses of ArenaCo in providing the Sponsorship Services, including, without limitation, in providing Seattle Center Sponsorship Benefits, shall be borne solely by and paid for by ArenaCo. Any costs or expenses to be borne by City, if any, shall be as agreed upon by ArenaCo and City and set forth in the applicable Activation and Fulfillment Plan (as defined in Section 6.4(d) below) for a Seattle Center Sponsorship Agreement, or as evidenced by a separate agreement entered into by City and a Seattle Center Sponsor.

(e) Tours. Seattle Center will, at ArenaCo's reasonable request, facilitate walking tours of Seattle Center (subject to the contractual rights of Licensed Users, if applicable) to allow ArenaCo to showcase the inventory for potential Seattle Center Sponsorship Benefits.

(f) Seattle Center Changes. The real property boundaries of Seattle Center are subject to change from time to time during the Term, which changes shall be within the City's sole control and management. In connection with such changes:

- (i) Where the real property boundaries of Seattle Center are expanded and/or additional areas and properties within the existing real property boundaries of Seattle Center are acquired and/or reacquired, and City shall solely own, control, and operate such additional areas and properties (including, without limitation, all promotional and other activities on such additional areas and properties), the Seattle Center Director and ArenaCo shall discuss in good faith the Future Marketing Benefits that may be available on such additional areas and properties for existing or potential Seattle Center Sponsors.
- (ii) Where the real property boundaries of Seattle Center are decreased, and/or any portion of the then existing Seattle Center is changed (including, without limitation, due to construction, demolition, conveyancing, leasing, or otherwise), and Sponsorship Benefits under this Article VI will be decreased or eliminated for such areas

or properties, ArenaCo’s rights with respect to such areas and properties will be correspondingly reduced. Additionally, the remedy to address the impact of such events on a Seattle Center Sponsor’s Seattle Center Sponsorship Benefits shall be included in standard terms and conditions (“Standard T&Cs”) to be mutually agreed upon by City and ArenaCo in its Seattle Center Sponsorship Agreement as to the provision of substitute benefits of comparable value and/or a reduction in sponsorship fees, if applicable.

## **Section 6.2 Seattle Center Sponsorship Benefits; Valuation**

### **(a) Current Seattle Center Sponsorship Benefits.**

(i) City and ArenaCo, at ArenaCo’s cost, have agreed to engage Navigate Marketing, Inc. (“Navigate”), a sports and entertainment valuation firm, to (a) conduct an asset-by-asset valuation of currently available, and potentially available, Seattle Center Sponsorship Benefits, including potential Signage; the identification of all of such current and potentially available Seattle Center Sponsorship Benefits to be valued by Navigate shall be as mutually agreed upon by the Seattle Center Director and ArenaCo, (b) provide an itemized valuation for such current and potentially available Seattle Center Sponsorship Benefits, and (c) produce a Seattle Center Sponsorship Benefits rate card (as may be updated from time to time in accordance with the terms of this Agreement, the “Rate Card”) setting forth pricing for each associated right that could be sold to a Seattle Center Sponsor. The Seattle Center Director and ArenaCo shall each have the right to approve the final valuation and Rate Card, and in the event of any dispute, Seattle Center Director and ArenaCo shall work in good faith together with Navigate to arrive at a final mutually-agreeable valuation and Rate Card. The Rate Card shall be updated from time to time as requested by a Party during the Term to reflect accurate pricing of Seattle Center Sponsorship Benefits (as such exist from time to time, including as a result of the addition of Future Marketing Benefits and deletion of rights from time to time), which updates shall be as mutually agreed upon by ArenaCo and the Seattle Center Director, and as valued by ArenaCo and Seattle Center Director and/or a mutually agreeable sports and entertainment valuation firm retained by ArenaCo at ArenaCo’s expense. At a Party’s request, the Parties shall meet and confer in good faith to discuss the Rate Cards and their underlying assumptions, and other details as reasonably requested by the other Party.

(ii) Future Marketing Benefits. Potential Future Marketing Benefits will be discussed in good faith by ArenaCo and Seattle Center Director in connection with regular marketing coordination meetings contemplated by Section 6.3(b) below, and the process for preparing the Marketing Plan. Examples of Future Marketing Benefits may include electronically generated Signage and Sponsorship Benefits, new commercially sponsored communications boards, hand held or mobile devices, and electronic information units or displays. Potential Future Marketing Benefits to be added to the Rate Card, and their respective values, will be mutually agreed upon by ArenaCo and the Seattle Center Director as contemplated by Section 6.2(a)(i) above. The Parties acknowledge and agree that certain Future Marketing Benefits may be ad hoc incremental Seattle Center Sponsorship Benefits added to a particular Seattle Center Sponsor’s Seattle Center

Sponsorship Agreement (e.g., digital marketing rights inclusions for a specific Seattle Center Sponsor for additional Seattle Center Sponsorship during certain events); in such event, the Parties will discuss in good faith the addition of such rights and their respective valuation, and such rights and valuation as mutually agreed upon shall be included in the applicable Seattle Center Sponsorship Agreement.

(b) Licensed Users. ArenaCo acknowledges that Licensed Users, as such exist from time to time during the Term, subject to their agreements with City, control their respective facilities, properties, assets, events, programs, and activities at Seattle Center, including, without limitation, such Licensed User’s rights to grant and fulfill its own Sponsorship Benefits. Seattle Center will work cooperatively in support of ArenaCo’s reasonable efforts to pursue and arrange separate sponsorship arrangements between Licensed Users and a Seattle Center Sponsor, in a manner that is beneficial for all parties. Such sponsorship agreements shall be separately entered into by a Licensed User, ArenaCo and a Sponsor, and shall not be part of a Seattle Center Sponsorship Agreement.

(c) Use of “at Seattle Center” Designation: In addition to ArenaCo’s required uses set forth below, ArenaCo shall have the right to use the designation of “[NAME OF ARENA] at Seattle Center,” (“SC Designation”) and/or such other designations(s) as the Parties may mutually agree upon, which may include a wordmark and/or logo as mutually agreed upon by the Parties, and which may vary from use to use, in connection with ArenaCo’s advertising, marketing, promotional, or informational materials. Notwithstanding the foregoing, ArenaCo shall make use of the SC Designation as follows:

(i) Include the SC Designation on the Arena and surrounding area Signage listed below, which is based on the Initial Sign Plan under the Development Agreement:

“Site Identification Wall Mounted” signs on the exterior of the Arena—  
Type M (4 signs as per Initial Sign Plan)

“Site Identity”—Type E (minimum 1 sign as per Initial Sign Plan)

Seattle Center branding and map in the “Pedestrian Direction Sign” – Type  
H (6 signs as per Initial Sign Plan)

The Parties acknowledge that the sign plan for the Arena and surrounding areas will change from time to time during the Lease Agreement, and the above Signage and locations are minimums for use of the SC Designation. Accordingly, future changes to the type, number, or location of the above Signage require comparable use of the SC Designation, subject to the Director’s approval. If the type, number or location of Arena or surrounding area Signage increases from time to time during the term of the Lease Agreement, then the Parties shall meet and confer in good faith and mutually agree upon an appropriate increase in the use of the SC Designation, subject to the Director’s approval of any changes in the sign plan.

(ii) Include the SC Designation on Signage within the Reserved Rights  
Area;

- (iii) Include the SC Designation on Signage outside the Premises but within the Seattle Center Campus if the Signage includes the Arena name;
- (iv) Provide reasonable and meaningful inclusion of the SC Designation in advertising, marketing, promotional, and informational materials produced and distributed by or at the direction of ArenaCo, whether digital, print, or otherwise;
- (v) Provide reasonable and meaningful inclusion of the SC Designation in ArenaCo Digital Platforms;
- (vi) Make reasonable efforts to require Arena licensees to include the SC Designation in their promotional materials and other appropriate uses; and
- (vii) Include the SC Designation on publicly ticketed Arena event tickets.

Prior to the commencement of each calendar year during the Term, ArenaCo shall provide a reasonably detailed plan to the Seattle Center Director of the plan for SC Designation inclusion in the above. Within thirty (30) days of the end of a calendar year, ArenaCo shall provide the Seattle Center Department a written summary in reasonable detail of such uses, including representative examples of such uses.

### **Section 6.3 Marketing Plan, Meetings, and Coordination.**

(a) Generally. ArenaCo and the Seattle Center Director shall cooperate and work together on the vision and strategy for sales of Seattle Center Sponsorship Benefits, and ArenaCo will invite the Seattle Center Director to participate in Seattle Center Sponsorship Benefits sales, approval, and execution processes. The Parties acknowledge and agree that regular meetings will assist with the Seattle Center Sponsorship Benefits identification, offer, sales, fulfillment, coordination, and related processes.

(b) Marketing Meetings. ArenaCo and City agree to have their designated representatives meet regularly (including at such times as may be reasonably requested by the other party) to review and discuss in good faith sponsorship matters including, without limitation, opportunities, fulfillment, current and prospective inventory, targets and prospects, and any modifications or adjustments to the Marketing Plan. The Parties will work together in good faith to balance the objectives of maximizing revenues for both Parties from the sales of Seattle Center Sponsorship Benefits and aligning such Seattle Center Sponsorships with the Seattle Center Purpose Statement and Seattle Center Core Values.

(c) Marketing Plan. ArenaCo will prepare and submit to the Seattle Center Director a strategic marketing plan (the “Marketing Plan”), to be updated annually on or before August 15 of each year of the Term, with the first Marketing Plan delivered sixty (60) days after the execution date of this Agreement. The Marketing Plan shall outline Seattle Center Sponsors’ sales plans and targets, proposed Seattle Center Sponsorship Benefits inventory uses, proposed modifications and additions to such inventory, financial projections of sales using the Rate Card, fulfillment plans (including anticipated activation services to be requested of City), and such other information as agreed upon by the Seattle Center Director and ArenaCo in establishing the form of the Marketing Plan from time to time. It is the intent of the Parties to revisit the Marketing Plan

regularly during a given year to discuss such plan in good faith, identify any areas of concern, and document any clarifications or modifications that might be necessary or desirable.

#### **Section 6.4 Seattle Center Sponsorship Agreements**

(a) General Requirements; Limitations.

(i) All grants of Seattle Center Sponsorship Benefits shall be evidenced by a Seattle Center Sponsorship Agreement between the Seattle Center Sponsor and ArenaCo, which shall be solely with respect to such granted Seattle Center Sponsorship Benefits, and not be combined with any other Sponsorship Benefits or other rights, unless mutually agreed upon by the Seattle Center Director and ArenaCo. All Seattle Center Sponsorship Agreements shall be executed by ArenaCo and the Seattle Center Sponsor.

(ii) All Seattle Center Sponsorship Agreements are subject to the prior written approval of the Seattle Center Director as set forth in Section 6.4(f) below, such approval not to be unreasonably withheld, conditioned, or delayed. To facilitate the review and approval process, term sheets for and drafts of Seattle Center Sponsorship Agreements should be shared by ArenaCo with the Seattle Center Director.

(iii) City shall have no obligations or liabilities under any Seattle Center Sponsorship Agreement, and City's only obligations with respect to the Seattle Center Sponsorship Benefits granted in a Seattle Center Sponsorship Agreement shall be to ArenaCo as set forth in this Article VI, except to the extent any City activation obligations to a Seattle Center Sponsor are set forth in a separate agreement between City and the Seattle Center Sponsor (e.g., a space rental agreement). Without limiting the generality of the foregoing, neither ArenaCo nor any Seattle Center Sponsorship Agreement may commit City or Seattle Center to the purchase or use of any product or service of a Seattle Center Sponsor; it being the intent of the Parties that Seattle Center Sponsorship Agreements are purely promotional in nature. Neither City nor Seattle Center shall have any obligation to purchase or use of any product or service of a Seattle Center Sponsor unless separately agreed to in writing by the City or Seattle Center, which shall contain the terms and conditions of such purchase or use.

(iv) Rights granted to a Seattle Center Sponsor for space use at Seattle Center (e.g., space rentals at the Armory and Fisher Pavilion, mobile marketing/temporary marketing locations, and display locations) for marketing events and activations, are subject to availability, and additional fees and expenses, and may require, as directed by Seattle Center, the execution of separate agreements (e.g., a license or use agreement) or obtaining a permit, provided that all fees, expenses and separate agreements will be at the same rate and on the same terms and conditions as with any other similarly situated third party. Upon the request of ArenaCo, City will provide ArenaCo with a then-current schedule of available rental space (which is subject to change) and associated fees and paperwork. City will work in good faith with ArenaCo as reasonably requested by ArenaCo in identifying space use location areas at Seattle Center in connection with specific Seattle Center Sponsors and working with City regulators in connection with addressing any City regulations of proposed uses of such spaces.

(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.

(vi) A license to the Seattle Center Sponsor to use the Seattle Center Director-approved Seattle Center Marks during the Term of the Seattle Center Sponsorship Agreement, which license shall contain the standard terms and conditions of such license as provided by Seattle Center, including preapproval of proposed uses of the Seattle Center Marks. Such terms and conditions will also include Seattle Center's terms and conditions regarding protection of City intellectual property.

(vii) A requirement for preapproval of (i) the form, content, presentation and exercise of Seattle Center Sponsorship Benefits utilizing materials to be broadcast, published, distributed, displayed, or otherwise made public, and (ii) the activation of Seattle Center Sponsorship Benefits at Seattle Center (including, without limitation, what, when, where, and how), which approvals shall be coordinated by ArenaCo with the Seattle Center Director, and which approvals shall not be unreasonably withheld, conditioned, or delayed.

(viii) The consideration payable by the Seattle Center Sponsor to ArenaCo and the payment schedule. Such consideration shall be at least as provided on the Rate Card for the Seattle Center Sponsorship Benefits, and/or as otherwise agreed upon by ArenaCo and the Seattle Center Director. Any value in kind or barter consideration in a Seattle Center Sponsorship Agreement shall be mutually agreed upon by the Seattle Center Director and ArenaCo and shall be solely for the benefit of the receiving party. ArenaCo and City shall consult in good faith as to the appropriate inclusion of any value in kind or barter for purposes of the Rent Adjustment Threshold for Seattle Center Sponsorship Rights (as such terms are defined in the Lease Agreement) and whether or not (and the extent to which) the value in kind or barter shall be subject to Sponsorship Operating Expenses in determining Net Sponsorship Revenue (as such terms are defined in the Lease Agreement). All consideration payable by or on behalf of a Seattle Center Sponsor or its Affiliates for the Seattle Center Sponsorship Benefits shall be as fully set forth in its Seattle Center Sponsorship Agreement, and all such consideration shall be payable and paid to ArenaCo (or if mutually agreed upon by ArenaCo and Seattle Center Director, also to City).

(ix) A term not to exceed the length of the Lease Agreement, which term shall be coterminous with the Lease Agreement if earlier terminated, and be subject to early termination for default.

(x) A statement that the Seattle Center Sponsor is solely responsible for the conduct and content of its promotions and advertising, and all related materials and activities (including, without limitation, all sponsorship activities occurring at Seattle Center).

(xi) A prohibition on merchandising (including premiums) using the Seattle Center Marks unless otherwise permitted in the Seattle Center Sponsorship Agreement.

(xii) Indemnification and insurance provisions to be mutually agreed upon by City and ArenaCo.

(xiii) Provisions for substitution of benefits and other remedies, including in the event of unavailable Seattle Center Sponsorship Benefits (“Make Goods Provision”), including, without limitation, due to events of force majeure, and to address Seattle Center Adjustment Rights.

(xiv) Third party beneficiary rights in favor of City (including Seattle Center). Without limiting the foregoing, such third-party beneficiary rights shall permit City to exercise all rights and remedies of ArenaCo as to a Seattle Center Sponsor in the event of a Seattle Center Sponsor’s breach of its Seattle Center Sponsorship Agreement, but only in the event of ArenaCo’s failure to enforce a Seattle Center Sponsor’s compliance with its Seattle Center Sponsorship Agreement, subject to any notice and cure provisions in favor of a Seattle Center Sponsor therein.

(xv) A license in favor of the City and its designees to use the Seattle Center Sponsor’s marks and logos to the extent necessary in order to deliver any Seattle Center Sponsorship Benefits, and City informational purposes in connection with operation of the Seattle Center Campus.

(xvi) A requirement that Seattle Center Sponsorship Benefits may only be exercised only by the Seattle Center Sponsor, and, unless otherwise approved by City and ArenaCo, may not be passed through or assigned by a Seattle Center Sponsor to or exercised by Seattle Center Sponsor affiliates or other third parties with whom the Seattle Center Sponsor has a relationship.

(xvii) An agreement that a Seattle Center Sponsor’s Signage is subject to temporary cover or removal, at City’s cost, or obscuring, provided that the Make Goods Provision will apply, except for short term temporary situations.

(xviii) Rights and remedies regarding a Seattle Center Sponsor’s breach of its Seattle Center Sponsorship Agreement, exact language to be mutually agreed upon by City and ArenaCo.

(c) Pouring Rights.

(i) Generally. In connection with, but not separate from, ArenaCo’s sale of Seattle Center Sponsorship Benefits for non-alcoholic beverages, ArenaCo shall have the exclusive right to offer and sell Pouring Rights (as defined below) for Subject Beverages (as defined below) for the Pouring Rights Areas (as defined below). Pouring Rights shall be included in the applicable Seattle Center Sponsor’s Seattle Center Sponsorship Agreement (which shall be subject to the terms and conditions of this Article VI, including approval by the Director), with Seattle Center Sponsorship Benefits and Pouring Rights specifically segregated in the applicable Seattle Center Sponsorship Agreement. For clarity, Pouring Rights as to a Subject Beverage are not applicable unless and until included in an applicable Seattle Center Sponsorship Agreement. For purposes of this Agreement:

a. “Pouring Rights” means the rights of a Seattle Center Sponsor to sell or distribute a Subject Beverage at the Pouring Rights Areas, which include product purchase, display and serving obligations, and vending machine rights (solely for Subject

Beverages that are included in an applicable Seattle Center Sponsorship Agreement) at the Armory premises. The Director’s approval rights with respect to vending machine rights include, without limitation, approval of location, number, pricing and front-facing product.

b. “Pouring Rights Areas” means (I) the Armory premises and (II) Seattle Center semi-permanent seasonal concessions stands operated by Seattle Center or its concessionaire(s). For clarity, unless Seattle Center, ArenaCo and, as applicable, the applicable designee or Licensed User, mutually agree in writing to the contrary, seasonal concessions stands do not include (and Pouring Rights do not apply to) temporary concessions operations or distribution of Subject Beverages at temporary programs, events, and activities whether conducted by the City (or any designee of City) or conducted by a Licensed User, so long as any Subject Beverage is not promoted in any manner as an official beverage of the Seattle Center Campus.

c. “Subject Beverages” means the following non-alcoholic drinks and beverages: carbonated soft drinks containing flavorings, sweeteners and other ingredients (such as soda, pop and colas); fruit (and fruit flavored) packaged juices; energy drinks and beverages; isotonic, hypertonic and sports drinks and beverages; bottled waters (spring, mineral, purified, flavored, enhanced, or otherwise); in each case (unless provided otherwise above), regardless of form, and including fountain, bottled, and pre-mix and post-mix syrups and bases used to prepare fountain drinks). Subject Beverages do not include (and Pouring Rights are not applicable to) any other drinks or beverages of any kind, nature or form, including, without limitation, alcoholic drinks and beverages; dairy drinks and beverages; unbranded, fresh squeezed or unpackaged fruit (and fruit flavored) juices; slushies, smoothies and frozen drinks and beverages; non-bottled waters; tea drinks and beverages; coffee drinks and beverages; drinks and beverages (regardless of form) that are culturally-specific, such as Mexican or Asian themed or sourced beverages (e.g., Ramune and Jarritos); “local” Seattle and Washington beverages (e.g., “Dry Soda”); and “San Pellegrino” branded drinks and beverages. The Parties shall meet and confer annually to discuss any mutually agreeable updates to this definition.

(ii) Limitations and Requirements. Notwithstanding anything to the contrary contained herein:

a. Pouring Rights do not apply to (I) existing tenants of the Pouring Rights areas whose lease, license or other tenancy agreement(s) with City (as such agreements exist from time to time, including any extensions, renewals or replacements thereof) exclude the tenant’s participation in a Pouring Rights or similar program, or (II) beverage-focused tenants of the Pouring Rights areas, as such exist from time to time (for example, without limitation, Starbucks, Jamba Juice, Orange Julius, etc.).

b. Pouring Rights requirements shall not unreasonably interfere with a tenant’s operations, and procurement costs shall not be greater than other commercially reasonable alternatives (including commercially reasonable self-sourcing).

c. City and ArenaCo will in good faith work collaboratively to identify parameters of Pouring Rights that are to the mutual benefit of both parties, and tenants of the Pouring Rights Areas, including, without limitation, maintaining consistency of appearance.

(d) Fulfillment by Seattle Center; Reimbursement. Seattle Center Sponsorship Benefits to be fulfilled by Seattle Center on behalf of ArenaCo for a Seattle Center Sponsor will be discussed and agreed upon by ArenaCo and the Seattle Center Director and set forth in an “Activation and Fulfillment Plan” which shall be subject to the approval of the Seattle Center Director in connection with the Seattle Center Director’s approval of the related Seattle Center Sponsorship Agreement. An Activation and Fulfillment Plan shall be submitted by ArenaCo to the Seattle Center Director together with the Seattle Center Sponsorship Agreement requested for approval. Certain Seattle Center Sponsorship Benefits may only be fulfilled by Seattle Center due to (a) union and other contractual arrangements for the City (including Seattle Center), (b) Seattle Center’s control of the Seattle Center premises, and/or (c) Seattle Center’s control of the activation source (e.g., Seattle Center website, social media, reader board, etc.). Direct costs and expenses of fulfillment by Seattle Center at rates stated in the Equipment Services and Personnel Rates, as such exist from time to time, charged by the City to all Licensed Users for such equipment and personnel shall be reimbursed by ArenaCo to Seattle Center within thirty (30) days of receipt of an invoice from Seattle Center for such amounts.

(e) Accommodation of Existing Exclusivities. At all times during the Term, ArenaCo’s rights to provide Sponsorship Services, and all Seattle Center Sponsorship Benefits granted by ArenaCo to a Seattle Center Sponsor, are subject and subordinate to exclusivity rights granted by the City to third-parties as provided in the following:

(i) Ground Lease Agreement between City and Experience Music Project (“EMP”) dated June 1, 1997, as amended by a First Amendment dated May 27, 2010 between City and EMP, and by a Second Amendment dated September 14, 2015 between City and EMP; including Sections 33.1 (No Competing Uses); 33.2 (Exclusive Sales Rights); and 33.5 (EMP Control Over Event Programming).

(ii) Northwest Rooms Lease Agreement between City and The Friends of KEXP dated November 16, 2011; including Sections 2.7 (New Stage), 2.8 (non-exclusive License to Use Tunnel and Subsurface Areas of Building) and 8.5 (Exclusivity).

(iii) Glass and Gardens Exhibition Lease Agreement between City and Center Art LLC dated June 13, 2011; including Section 9.7 (Exclusive Sales Rights) and Section 11.5 (Exclusive Rights).

(iv) Sponsorship Agreement between Seattle Center Foundation (“Foundation”) and Alaska Airlines, Inc. dated effective as of January 1, 2017 (the “Alaska Airlines Agreement”); including Section 2 (Exclusivity), Sections 3-4 (Right of First Refusal and Right of First Negotiations), and all sponsorship, promotional and other rights and benefits granted under such agreement. Expires December 31, 2019.

(v) Sponsorship Agreement between Foundation and T-Mobile USA, Inc. dated March 1, 2017 (the “T-Mobile Agreement”); including Section 2 (Exclusivity), Sections 3-4 (Right of First Refusal and Right of First Negotiations), and all sponsorship, promotional and other rights and benefits granted under such agreement. Expires March 1, 2022.

(f) Seattle Center Director Approvals.

(i) Seattle Center Sponsorship Agreements; Promotional Categories. Notwithstanding anything to the contrary contained in this Agreement, all Seattle Center Sponsorship Agreements, and related Activation and Fulfillment Plans, and any proposed modifications or amendments thereto, are subject to the prior written approval of the Seattle Center Director, which shall not be unreasonably withheld, conditioned, or delayed. The Seattle Center Director's approval of a Seattle Center Sponsorship Agreement, and related Activation and Fulfillment Plan, indicates the Seattle Center Director's approval of the availability of the Seattle Center Sponsorship Benefits therein, subject to the terms, limitations and conditions of this Article VI. The Seattle Center Director's approval of a Seattle Center Sponsorship Agreement does not include approval rights with respect to the identity of a Seattle Center Sponsor for any Approved Sponsorship Category, but rather as to the Seattle Center Sponsorship Benefits granted, and the terms and conditions of such rights, including valuation. Notwithstanding the foregoing, an Approved Sponsorship Category shall not relate to, and a Seattle Center Sponsor (or its Affiliates) shall not be in any business relating to, guns, pornography or "adult" entertainment, tobacco, marijuana (or marijuana products), or illegal drugs or paraphernalia. In facilitating approval by the Seattle Center Director, ArenaCo shall provide such detail regarding the proposed Seattle Center Sponsor, Seattle Center Sponsorship Agreement, Seattle Center Sponsorship Benefits, and proposed activations as reasonably requested by the Seattle Center Director.

(ii) Substitution of Benefits. No substitution of Seattle Center Sponsorship Benefits shall be made by ArenaCo for any reason, unless approved by the Seattle Center Director, which approval will not be unreasonably withheld, conditioned, or delayed.

(iii) Activations. All activations (including content) of Seattle Center Sponsorship Benefits by a Seattle Center Sponsor involving (a) use of the Seattle Center Marks, wherever used (subject to the limitations of this Agreement), (b) facilities or property at Seattle Center, including in the Activation Area, or (c) using City or Seattle Center informational or communication resources and platforms (including, without limitation, print, electronic, or otherwise, and including Seattle Center websites, social media channels, mobile applications, readerboards, and electronic displays) are subject to the prior written approval of the Seattle Center Director, which shall not be unreasonably withheld, conditioned, or delayed. Approvals of proposed activations by a Seattle Center Sponsor shall be coordinated by ArenaCo with the Seattle Center Director.

(g) Signage. All Signage that is part of Seattle Center Sponsorship Benefits shall comply with all Laws, Seattle Center Policies and the Seattle Center Master Plan, and is subject to approval by the Seattle Center Director.

(h) Parallel Sponsorships. The Parties acknowledge that Seattle Center Sponsorship Benefits will in many cases be sold in parallel with ArenaCo's sale of Arena Sponsorships for the same Approved Sponsorship Categories. As a result, each Party has an interest in ensuring the equitable and appropriate allocation of the value of Seattle Center Sponsorships in comparison to Arena sponsorships. In connection with sales of such Seattle Center Sponsorships and the Seattle

Center Director’s approval of related Seattle Center Sponsorship Agreements, ArenaCo will meet with the Seattle Center Director and discuss the details of such parallel sponsorships as requested by the Seattle Center Director to permit the Seattle Center Director to better understand the Seattle Center Sponsorship Benefits and valuations with respect to the overall package.

### **Section 6.5 Transition Provisions**

(a) Notwithstanding anything to the contrary contained in this Agreement (including, without limitation, Section 6.1(a) and 6.4(c) above), until the Operating Term Commencement Date, Seattle Center shall continue to operate and manage Seattle Center Campus sponsorship agreements that include Sponsorship Benefits in the ordinary course as historically operated; provided, however, that any Seattle Center Campus sponsorship agreements entered into after the Effective Date that include Sponsorship Benefits extending beyond the Operating Term Commencement Date shall include the option for City to either (i) assign the agreement (or portion thereof containing Seattle Center Campus Sponsorship Benefits) to ArenaCo with ArenaCo assuming the associated rights and obligations, or (ii) terminate the agreement (or portion thereof containing Seattle Center Campus Sponsorship Benefits) effective as of the Operating Term Commencement Date, with City being responsible for such termination obligations. Notwithstanding the foregoing, ArenaCo acknowledges and agrees that the Alaska Airlines Agreement and the T-Mobile Agreement (the “Continuing Sponsorship Agreements”), copies of which have been provided to ArenaCo, do not include the foregoing options, and that City, in consultation with ArenaCo, will continue to perform under the Continuing Sponsorship Agreements until the expiration or termination of City’s obligations thereunder, which performance will not constitute a breach or other violation of this Agreement. In connection with such Continuing Sponsorship Agreements, (A) ArenaCo acknowledges and agrees that City shall be permitted to continue to deliver the rights and benefits to be provided to such sponsors under such Continuing Sponsorship Agreements to enable the City’s performance of the Continuing Sponsorship Agreements, and, in connection therewith, City reserves the Sponsorship Benefits set forth in such Continuing Sponsorship Agreements (which shall not be available for sale by ArenaCo under this Article VI until such Sponsorship Benefits are no longer required to be provided by City under such Continuing Sponsorship Agreements), (B) ArenaCo, at City’s cost, shall provide such assistance with the performance of such Continuing Sponsorship Agreements as reasonably requested by City, (C) Net Sponsorship Revenue for periods after the Operating Term Commencement Date shall be included in the Rent Adjustment calculation for purposes of Article III of the Lease Agreement, provided that in computing such Net Sponsorship Revenue, amounts payable by the City to the Foundation shall also be deducted in addition to Sponsorship Operating Expenses (as defined in the Lease Agreement).

(b) Before the Operating Term Commencement Date, ArenaCo and Seattle Center will mutually agree on which of the options under Section 6.5(a) will be selected for each sponsorship agreements entered into after the Effective Date pursuant to Section 6.5(a) above. In the absence of such agreement, the termination option set forth in Section 6.5(a)(ii) above shall be deemed to be the selected option for the applicable agreement (or provisions thereof).

(c) For sponsorship agreements Seattle Center enters into after the Effective Date, Seattle Center will consult with ArenaCo as to ArenaCo’s desired option under Section 6.5(a)(i) or (ii) above; however, notwithstanding Section 6.5(a)-(b) City shall be entitled to enter

into such agreements without the approval of ArenaCo so long as the sponsorship agreement is consistent with the requirements of Section 6.5(a)(ii) above.

(d) Notwithstanding Sections 6.1(a) and 6.4(c) above, ArenaCo shall have no right to sell Seattle Center Campus Sponsorship Benefits or Pouring Rights applicable to periods prior to the Operating Term Commencement Date, except upon such terms and conditions as are mutually agreeable to the Seattle Center Director and ArenaCo; it being acknowledged and agreed by ArenaCo that Seattle Center has the exclusive rights to sell such Sponsorship Benefits and Pouring Rights with respect to such periods.

(e) For purposes of calculating Rent Adjustments, ArenaCo's Net Sponsorship Revenue collected prior to the Operating Term Commencement Date in connection with ArenaCo's sale of Seattle Center Sponsorship Benefits pursuant to this Article VI will be included as part of Net Sponsorship Revenue for the calendar year in which the Operating Term Commencement Date occurs.

## **ARTICLE VII MARKETING AND CO-PROMOTION COORDINATION**

### **Section 7.1 Cross Marketing**

City and ArenaCo will discuss in good faith (including at the monthly marketing meetings under Article VI) potential opportunities to leverage promotional opportunities at and for each of Seattle Center and the Arena, including, without limitation, potential opportunities to promote events and activities at the Seattle Center Campus and at the Arena in and around each Party's locations, and on each Party's Digital Platforms and other informational and promotional materials.

The City and ArenaCo will discuss and coordinate in good faith ongoing public relations and communication collaboration efforts to highlight new public benefits and services provided as part of Seattle Center Sponsorships.

The Parties agree that they will cooperate in good faith to re-post and redistribute the other Party's social and digital media content on their respective Digital Platforms, as may be reasonably requested by the other Party from time to time.

### **Section 7.2 Regular Coordination**

ArenaCo will participate in regular Seattle Center Campus-wide marketing and coordination meetings intended to be attended by invited Licensed Users as arranged by the City. ArenaCo will work in good faith and make reasonable efforts to work and cooperate with the City and Licensed Users regarding Seattle Center promotional activity.

### **Section 7.3 Use of Customer Information**

The Parties agree that they have a mutual interest in sharing customer information gathered from each organization's Digital Platforms to the extent permitted by law and to the extent practicable to help understand customer behavior and actions, demographics, and geographic

location. Sharing customer information will help to improve business operations, promotions and marketing.

To the extent permitted by Laws and each Party's applicable privacy policies, the Parties may agree to data sharing that will:

(i) Include industry standard elements such as, but not limited to, customer demographics (i.e. age, sex, etc.), geography, actions/behaviors, and type of device used.

(ii) Be aggregated so that personally identifiable information is not shared or is scrubbed or obscured.

(iii) Parties shall maintain exclusive ownership of customer information generated by their respective customer interactions regardless of the digital platform used to obtain the information.

#### **Section 7.4 E-Mail Lists**

The Parties agree that they will each own, operate, procure, and maintain separate email distribution lists and platforms, but acknowledge a mutual interest in developing cross-promotional and branding strategies for email marketing.

To the extent permitted by Laws, third-party agreements, and each Party's privacy policies, the Parties agree that:

(i) Each Party shall have the right to approve, in its sole discretion, any email content appearing on the opposite Party's email platform which pertains to, touches, or concerns its respective individual organization.

(ii) Each Party shall regularly meet and confer to discuss its respective current email marketing efforts and shall work in good faith to avoid Arena or Seattle Center patrons from receiving duplicative marketing emails from both Parties.

(iii) Each Party will recognize the other Party in all emails via a hyperlink (text or logo) in the email header or footer directing users to the other Party's website.

#### **Section 7.5 Wireless Data Sharing**

The Parties agree that they have a mutual interest in sharing wireless data as practicable to help understand customer behavior and for each Party to provide improved customer services.

To the extent permitted by Laws, third-party agreements, and each Party's applicable privacy policies, the Parties may agree to share (for such Parties' internal use only) industry standard data elements such as, but not limited to, hourly and daily numbers of unique devices seen by access points, hourly and daily system data usage, and other analytics reasonably to be determined.

## **Section 7.6 Supplemental Services**

If the Parties elect (despite having no obligation to make such election) that the City engage ArenaCo to provide supplemental marketing and co-promotion services, sales services, technical and and/or operational services to support Seattle Center Campus activities upon terms and conditions agreeable to the Parties, the terms of such engagement and payment terms shall be documented in writing in advance.

## **ARTICLE VIII SECURITY AND EMERGENCY MANAGEMENT**

### **Section 8.1 Operating Terms**

ArenaCo shall establish security and emergency management operations for the Arena, in compliance with security standards promulgated by the NHL, NBA, WNBA, and/or as otherwise developed by ArenaCo. Seattle Center will establish security and emergency management operations for the Seattle Center Campus as informed by City ordinances and policies, campus rules, and/or operations standards developed by Seattle Center. Each Party retains independent responsibility and right to employ reasonable and appropriate staffing, including in-house and private security service. Further, each Party shall independently contract with SPD and the Seattle Fire Department for specific event-related services.

### **Section 8.2 Coordination of Security Operations**

Security staff of each Party will coordinate regularly to exchange information regarding current security protocols or policies, any known security issues or risks and proposed solutions. Such coordination shall include sharing updated information on issued trespass warnings and exclusions, and other details regarding persons prohibited from the Arena and/or Seattle Center Campus. The Parties will discuss and develop specific notification methods, systems, and protocols for managing security issues that engage both the Arena and broader Seattle Center Campus facilities to the extent permitted by law and subject to each Party's security policies.

The Parties will jointly develop operating procedures for managing security perimeters, and for coordinating access to the Northwest Rooms Courtyard and other Seattle Center Campus common areas. Any such plan shall be attached to this Agreement as an exhibit hereto.

### **Section 8.3 Coordination of Emergency Management Operations**

Seattle Center follows the National Incident Management System (“NIMS”) and its related Incident Command System (ICS) protocols for campus emergency management. As a department of the City of Seattle, Seattle Center acts in compliance with NIMS and the City of Seattle Disaster Readiness and Response Plan (the “Readiness Plan”). The Readiness Plan identifies the Seattle Center Campus as a City resource for sheltering and staging during large scale emergencies and other emergency response activities. ArenaCo will work directly with the City of Seattle Office of Emergency Management to determine any additional provisions needed regarding the utilization of the Arena in large-scale emergencies. Once determined, ArenaCo will coordinate with Seattle Center to establish protocols for such utilization.

Seattle Center will maintain all rights and responsibilities as assigned by the City of Seattle Office of Emergency Management, and fulfill its duties as promulgated by the Readiness Plan and City policy. Seattle Center will engage ArenaCo in periodic campus-wide emergency planning, training or drills as designed and executed for Seattle Center resident organizations. Further, the Parties will collaborate to develop protocols for Arena evacuation locations outside of the Arena lease lines.

## **ARTICLE IX PUBLIC BENEFITS**

### **Section 9.1 Connectivity/Wayfinding; Integrated Parking Management**

(a) 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.

(b) 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.

### **Section 9.2 Community Coordination Committee**

ArenaCo’s Community Liaison will staff community meetings as required under the Development Agreement and the Lease Agreement. The purpose of the meetings will be to enable frequent communications between ArenaCo, neighboring community organizations, neighbors, and Seattle Center resident organizations regarding operation of the Arena. The Ombudsperson and ArenaCo’s Community Liaison will facilitate the meetings of the Community Coordination Committee.

### **Section 9.3 Arena Environs Kept Clean and Safe**

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.

## **ARTICLE X COORDINATION MEETINGS**

(a) The Seattle Center Director, acting as the City official representing the City as owner of the Seattle Center Campus and lessor of the Premises, shall designate from time to time in writing an individual who shall serve as the Seattle Center Representative (the “Seattle Center Representative”), and ArenaCo, as lessee and operator of the Arena, shall designate from time to time an individual who shall serve as the Arena Representative (the “Arena Representative”), which shall initially be Steve Mattson. The Seattle Center Representative and the Arena Representative shall serve as the main points of contact between the Parties for purposes of ongoing coordination of operations at the Arena and the Seattle Center Campus.

(b) Not less frequently than one time per month (or more frequently as the Parties may reasonably agree) the Parties shall hold a coordination meeting at the Seattle Center Campus to discuss the ongoing coordination of operations at the Arena and the Seattle Center Campus, which topics may include, but shall not be limited to, (i) parking, (ii) security, (iii) event scheduling and coordination, (iv) evacuation procedures, (v) safety protocols, (vi) noise complaints, (vii) marketing efforts, (viii) traffic procedures, (ix) technology integration, and (x) sponsorships. The coordination meeting shall be attended by the Seattle Center Representative, the Arena Representative, and the appropriate members of ArenaCo and Seattle Center’s staff. Upon the mutual agreement of the Parties, the coordination meetings may utilize regularly scheduled subcommittees to address specific topics and may also be attended by representatives of Seattle Center’s resident organizations and/or members of the public, as appropriate.

## **ARTICLE XI REPRESENTATIONS AND WARRANTIES**

### **Section 11.1 Seattle Center’s Representations and Warranties**

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

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

(c) To Seattle Center’s knowledge, after reasonable investigation, and except as otherwise disclosed to ArenaCo in writing, there are no judgments, orders, or decrees of any kind against Seattle Center unpaid or unsatisfied of record or any legal action, suit, or other legal or administrative proceeding pending or threatened in writing which has, or is likely to have, a

material adverse effect on the ability of Seattle Center to perform its obligations under this Agreement.

### **Section 11.2 ArenaCo's Representations and Warranties**

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

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

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

## **ARTICLE XII DISPUTE RESOLUTION**

The Parties shall make their best efforts to resolve disputes as expeditiously as possible through negotiations at the lowest possible decision-making level. If an issue cannot be resolved by negotiations between ArenaCo staff and Seattle Center, the matter shall be referred to the Seattle Center Director and the General Manager of ArenaCo. If those officials are unable to resolve the dispute within a period of fifteen (15) days after the matter has been formally referred to them for resolution, neither Party shall be precluded from exercising any remedy expressly provided for under this Agreement. However, each Party agrees to participate in good faith in mediation prior to initiating a lawsuit. If a Party intends to initiate mediation, that Party shall first provide written notice to the other Party and the Seattle Center Director and the General Manager of the Arena will endeavor to agree upon a mediator within seven (7) days. If they cannot agree upon a mediator within such seven (7) day period, either Party may apply to the American Arbitration Association for the appointment of a mediator according to the process that is established by such entity for such action. ArenaCo and Seattle Center shall share equally in the cost charged for the mediation of any dispute. Notwithstanding the existence of any dispute between them, the Parties shall continue to carry out, without unreasonable delay, all their respective responsibilities under this Agreement which are not affected by the dispute, subject to any unilateral remedy expressly provided for under this Agreement.

## **ARTICLE XIII INDEMNITY**

### **Section 13.1 ArenaCo’s Indemnification of City**

ArenaCo shall defend (using legal counsel reasonably acceptable to the City), indemnify, and hold harmless the City and its elected officials, employees, advisory bodies, directors, contractors, agents, and representatives from all claims, suits, losses, damages, fines, penalties, liabilities, and expenses (including actual and reasonable personnel and overhead costs and attorneys’ fees and other costs incurred in connection with claims, regardless of whether such claims involve litigation) resulting from any actual or alleged injury (including death) of any person or from any actual or alleged loss of or damage to, any property (including claims of infringement or misuse of any intellectual property) or otherwise arising out of or in connection with (i) any negligent or wrongful act or omission of ArenaCo or any of its officers, employees, subtenants, licensees, invitees, contractors, agents or representatives, (ii) ArenaCo’s Sponsorship Services or exercise of Pouring Rights, or (iii) ArenaCo’s breach of this Agreement. ArenaCo agrees that the foregoing indemnity specifically covers actions brought by its own employees, and accordingly ArenaCo waives any immunity under RCW Title 51, but only as to the City and to the extent necessary to fulfill ArenaCo’s obligations under this Section 13.1. The foregoing indemnity shall not extend to any claims to the extent arising from the negligence or willful misconduct of the City.

### **Section 13.2 City’s Indemnification of ArenaCo**

The City shall defend (using legal counsel reasonably acceptable to ArenaCo), indemnify, and hold harmless ArenaCo and its officers, employees, subtenants, licensees, invitees, contractors, agents or representatives from all third-party claims, suits, losses, damages, fines, penalties, liabilities, and expenses (including actual and reasonable personnel and overhead costs and attorneys’ fees and other costs incurred in connection with claims, regardless of whether such claims involve litigation) resulting from any actual or alleged injury (including death) of any person or from any actual or alleged loss of or damage to, any property, or otherwise arising out of or in connection with (i) any negligent or wrongful act or omission of the City or any of its elected officials, employees, subtenants, licensees, invitees, contractors, agents or representatives, (ii) Community Events, or (iii) City’s breach of this Agreement. The City agrees that the foregoing indemnity specifically covers actions brought by its own employees, and accordingly the City waives any immunity under RCW Title 51, but only as to ArenaCo and to the extent necessary to fulfill the City’s obligations under this Section 13.2. Notwithstanding the foregoing, the City’s obligations shall not extend to any liability arising in from the City’s exercise of its police or regulatory power and shall not in any way be deemed a waiver of any immunity from liability the City may have under RCW 4.24.210 or any successor provision or other applicable Law. The foregoing indemnity shall not extend to any claims to the extent arising from the negligence or willful misconduct of ArenaCo.

### **Section 13.3 Survival**

Each Party’s obligations under this Article XIII shall survive the termination or expiration of this Agreement.

## **ARTICLE XIV DEFAULT AND REMEDIES**

### **Section 14.1 ArenaCo Default; City Remedies**

(a) ArenaCo Event of Default Defined. Any of the following shall be an “Event of Default” by ArenaCo under this Agreement:

(i) ArenaCo’s failure to pay the City any amount due under this Agreement within the time required by this Agreement; or

(ii) ArenaCo’s failure to comply with any other term or provision of this Agreement if such failure shall continue, after a written notice from City specifically identifying the nature of the failure, for a period of thirty (30) days, or such longer period as may be specified by another applicable Section of this Agreement, provided that if the nature of the failure is non-monetary and is such that it cannot reasonably be cured within thirty (30) days, it shall not be an “Event of Default” if ArenaCo begins the cure within thirty (30) days after the City’s written notice and thereafter diligently completes the cure within a reasonable time period, but in any event no longer than ninety (90) days after the date of City’s written notice.

(b) City Remedies. Upon the occurrence of an Event of Default by ArenaCo, in addition to any remedies specifically provided for under other provisions of this Agreement, the City may exercise any one or more of the following remedies in its sole discretion:

(i) Seek specific performance or other injunctive relief;

(ii) Recover monetary damages (but expressly excluding punitive damages);

(iii) For ArenaCo’s failure to timely pay any amount due and owing to City under this Agreement, and without the expiration of any cure period, collect (A) a late fee equal to five percent (5%) of the outstanding amount, and (B) interest that accrues at the Default Rate (as defined below) for the period between the date such payment is due and the date such payment is received by City. For purposes of this Agreement, “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 ArenaCo and City in their reasonable discretion) plus four percent (4%);

(iv) Undertake payment and performance of ArenaCo’s obligations under this Agreement and recover all costs reasonably incurred in connection with performance of ArenaCo’s obligations upon invoice, and to recover interest at the Default Rate on the foregoing amounts accruing from the date when expended by the City; or

(v) Pursue any other remedy available at law or in equity (provided, however, that the City shall not have the right to terminate this Agreement unless it has concurrently terminated the Lease Agreement in accordance with its terms).

#### **Section 14.2 City Default; ArenaCo Remedies**

(a) City Event of Default Defined. It shall be an “Event of Default” by the City under this Agreement if the City fails to comply with any term or provision of this Agreement if such failure shall continue, after a written notice from ArenaCo specifically identifying the nature of the failure, for a period of thirty (30) days, or such longer period as may be specified by another section of this Agreement, provided that if the nature of the failure is non-monetary and is such that it cannot reasonably be cured within thirty (30) days, it shall not be an “Event of Default” if the City begins the cure within thirty (30) days after ArenaCo’s written notice and thereafter diligently completes the cure within a reasonable time period, but in any event no longer than ninety (90) days after the date of ArenaCo’s written notice.

(b) ArenaCo’s Remedies. Upon the occurrence of an Event of Default by the City, ArenaCo may pursue any remedies available at law or in equity, including the same remedies provided to City for an Event of Default by ArenaCo under Section 14.1(b) above.

### **ARTICLE XV OTHER PROVISIONS**

#### **Section 15.1 Incorporation of Lease Agreement Provisions**

Each provision of the Lease Agreement (as may be subsequently amended from time to time) referenced in this Agreement is incorporated and made part of this Agreement by reference.

#### **Section 15.2 No Modification of Lease Agreement; Precedence**

This Agreement is not intended to amend or modify any term or provision of the Development Agreement or the Lease Agreement. The Parties mutually intend that the Lease Agreement shall govern the use and occupancy of the Premises. To the extent that there is any conflict between this Agreement and the terms of the Lease Agreement, the following order of precedence shall apply to the extent necessary to resolve any conflict:

(a) The Lease Agreement shall govern the mutual rights and obligations of each Party with respect to the Premises, including the Reserved Rights Area.

(b) This Agreement shall govern the mutual rights and obligations of each Party with respect to the sale of Seattle Center Sponsorships.

#### **Section 15.3 Governing Law**

This Agreement is governed by the laws of the State of Washington. Venue for any action under this Agreement will be in King County, Washington.

#### **Section 15.4 Severability**

Should any part, term, portion, or provision of this Agreement, or the application thereof to any person or circumstances, be held to be illegal or in conflict with any governmental restrictions, or otherwise be rendered unenforceable or ineffectual, the validity of the remaining parts, terms, portions, or provisions, or the application thereof to other persons or circumstances, shall be deemed severable and the same shall remain enforceable and valid to the fullest extent permitted by law.

#### **Section 15.5 Entire Agreement; Relationship to Development Agreement and Lease Agreement**

This written Agreement, the Development Agreement, and the Lease Agreement, together with all of the exhibits attached thereto, contain all of the representations and the entire agreement with respect to the subject matter hereof. Each of the Parties hereby expressly acknowledges that it has not relied on any statement, correspondence, memorandum, agreement, proposal, oral presentation, warranty, or representation not contained in this Agreement, the Development Agreement, and/or the Lease Agreement. Except as otherwise specified in this Agreement, any prior statements, correspondence, memoranda, agreements, proposals, oral presentations, warranties, or representations by any person are superseded in total by this Agreement.

#### **Section 15.6 Amendments**

No alteration or modification of the terms or conditions of this Agreement shall be valid and binding unless made in writing and signed by an authorized representative of each Party.

#### **Section 15.7 Nondiscrimination**

Without limiting either Party's general obligation for compliance with all applicable Laws, for the duration of this Agreement, each Party 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.

#### **Section 15.8 Notices**

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

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

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

Copies to: City of Seattle, Mayor’s Office  
City Hall  
Attn: Chief of Staff  
600 Fourth Avenue, 7th Floor  
PO Box 94749  
Seattle, WA 98124-4947

Copies to: City of Seattle, City Council  
Attn: Council President  
Seattle City Hall  
600 Fourth Avenue, 2nd Floor  
P.O. Box 34025  
Seattle, WA 98124-4025

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, the 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 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 other permitted transferee of the interest of ArenaCo under the Lease Agreement, in each case, pursuant to Article XII, Section 1 of the Lease Agreement.

### **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]

Executed as of the date first written above.

City:

THE CITY OF SEATTLE,  
a Washington municipal corporation

---

By: Jenny A. Durkan  
Its: Mayor

ArenaCo:

SEATTLE ARENA COMPANY, LLC,  
a Delaware limited liability company

---

By: Timothy J. Leiweke  
Its: Authorized Signatory

**Exhibit A**

**Curbside MOA**

**Seattle Department of Transportation / Seattle Center**

**MEMORANDUM OF AGREEMENT  
for  
Event Curbside Management**

**Agreement**

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

The reservation types are:

1. **Type 1**: Used for events where loading and unloading is generally from private personal vehicles. Reservations are 30-minute and 90-minute load and unload only. No parking is allowed beyond the signed time limits.
2. **Type 2**: Used when commercial truck –licensed vehicles are parked, loading, unloading and staging. Type 2 cannot be used for non-commercial vehicle parking, loading, unloading or staging.
3. **Type 3**: Used for events where loading, unloading and staging require numerous specialized trucks and other equipment, some of which need to be stored at the curb for the duration of the event. There are two options for Type 3 reservations — Special Events Permit through the Seattle Department of Parks and Recreation or Street Use Permit through SDOT.

### **Type 1 Reservations**

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

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

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

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

### **Procedure for Type 1 Reservations**

1. Seattle Center staff or their designee fax an application to the SDOT Traffic Permits Counter (206-684-5985) identifying dates, times, and specific space numbers to be removed from pay station operation.
2. Seattle Center staff or their designee fax the same SDOT application to Seattle Police Department (SPD) Parking Enforcement (206-684-5101) 24 hours in advance of installing space reservation signs.
3. Seattle Center crews or their designee install gorilla posts with 30-minute or 90-minute "Load and Unload Only" signs no less than 2 hours before an event to reserve curbspace for the event. Seattle Center staff or their designee may post custom signage on the standard signs to further specify time restrictions during the day and the particular event or loading need. All signs must be tagged to indicate the date and time they were installed.

### **Type 2 Reservations**

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

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

### **Procedure for Type 2 Reservations**

1. Seattle Center staff or their designee fax an application to the SDOT Traffic Permits Counter (206-684-5985) identifying dates, times, and specific space numbers to be removed from pay station operation, and requesting truck permits. All vehicles must be licensed trucks, must have the cab attached, and display the permit at all times. Seattle Center or their designee may request more permits than there are spaces to facilitate sequential usage by several trucks. SDOT will mail or messenger permits to Seattle Center or their designee at Seattle Center or their designee's request and expense. Seattle Center will be responsible for getting permits to trucks.
2. Seattle Center staff or their designee fax the same SDOT application to Seattle Police Department (SPD) Parking Enforcement (206-684-5101) 24 hours in advance of installing space reservation signs.

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

### **Type 3 Reservations**

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

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

### **Procedure for Type 3 Reservations (Options 1 and 2)**

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

1. Seattle Center or Festival applies for and follows all procedures for a permit through the Special Events Committee. No SDOT permits are required.
2. Seattle Center crews or Festival install gorilla posts with "No Parking" signs to reserve curbspace no less than 2 hours before an event. Seattle Center may post custom signage on the standard signs to further specify time restrictions during the day and the particular event or loading need. All signs must be tagged to indicate the date and time they were installed.

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

1. Seattle Center or Festival works directly with SDOT Street Use Permits Counter to acquire all necessary Permits. SDOT Street Use Permits must be acquired at least 24 hours in advance of the truck trailers being placed in the right-of-way. In order to obtain the permit, Seattle Center or Festival must provide the location, use area and associated permit fees to SDOT Street Use.
2. For vehicles that do not require curbspace storage of truck trailers without cabs, the permitting process with SDOT Traffic Permits will be the same as for Type 2 reservations.
3. Seattle Center staff fax the SDOT application to SDOT if required, and to Seattle Police Department (SPD) Parking Enforcement (206-684-5101) 24 hours in advance of installing space reservation signs.
4. Seattle Center crews or Festival install gorilla posts with "No Parking" signs no less than 2 hours before an event to reserve curbspace for the event. Seattle Center may post custom signage on the standard signs to further specify time restrictions during the day and the particular event or loading need. All signs must be tagged to indicate the date and time they were installed.

### **Signage**

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

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

### **Fees**

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

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

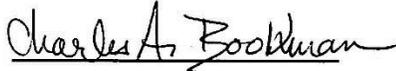
### **Enforcement**

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

**Term of Agreement**

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

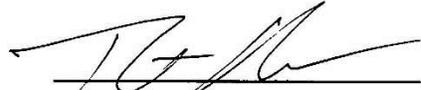
SEATTLE DEPARTMENT  
OF TRANSPORTATION



Charles Bookman, Director of  
Traffic Management

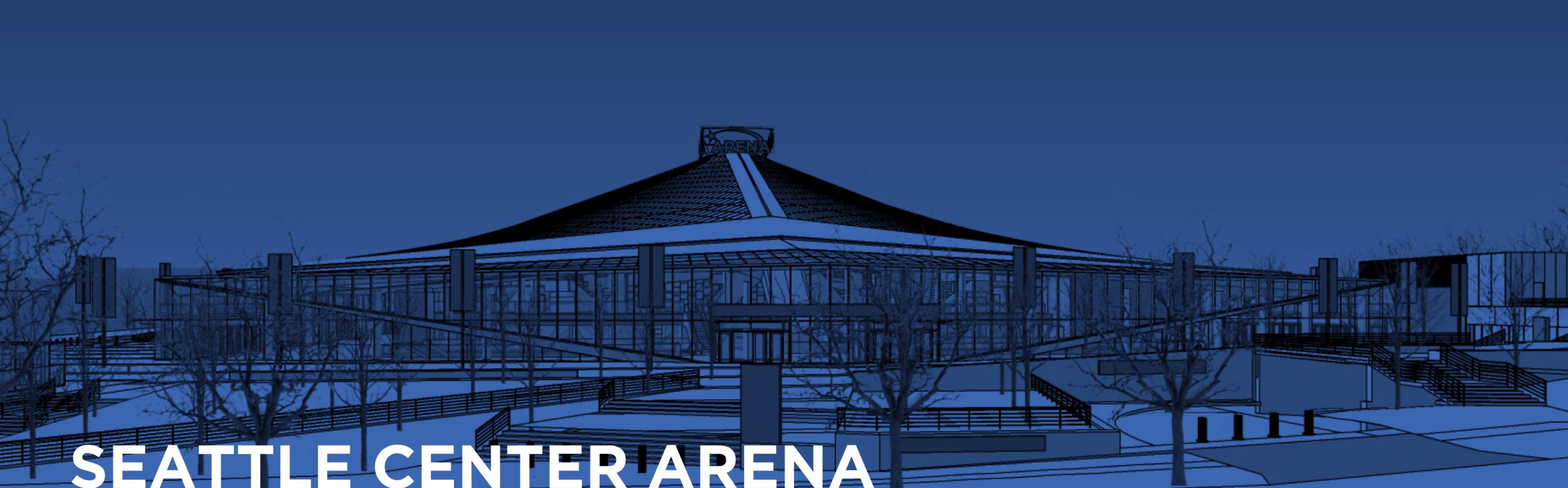
6/16/11  
Date

SEATTLE CENTER



Robert Nellams  
Director

6/20/11  
Date



# SEATTLE CENTER ARENA

## INITIAL SIGN PLAN

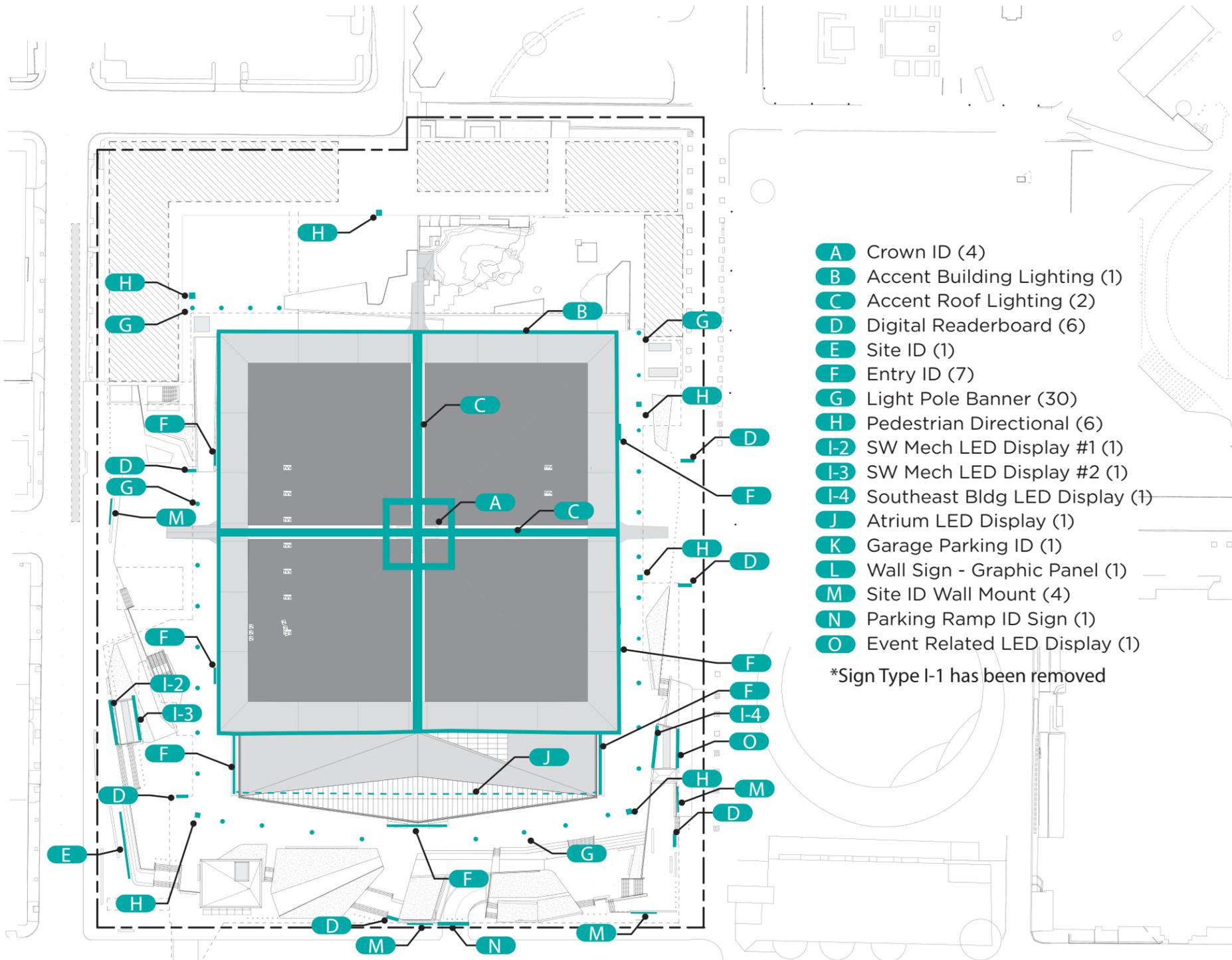
---

SIGN PLANNING DOCUMENTS

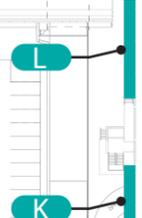
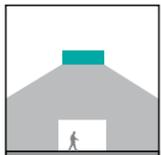
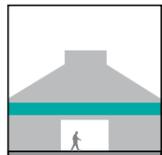
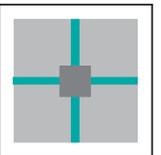
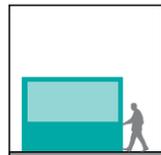
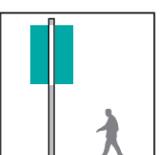
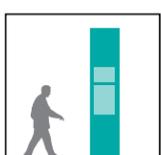
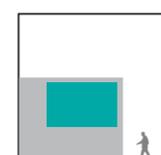
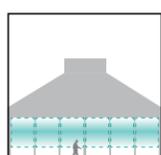
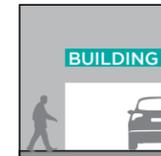
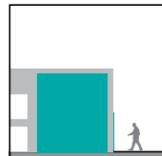
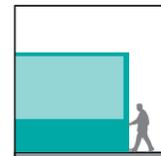
## **Intent of the Initial Sign Plan**

This Initial Sign Plan is integral to the Lease Agreement, Development Agreement, and Seattle Center Integration Agreement. It is intended to establish a logical and legible system of signs that informs and directs visitors, provides information about and supports arena events, identifies key sites of interest, and serves to enhance the aesthetic and experiential qualities of the site. The signage system will be a key contributor to promoting the brand, contributing to a sense of safety and security, and enhancing the experience of visiting the arena at Seattle Center.

Sign elements identified in this Initial Sign Plan supersede the Seattle Center Century 21 Signage Guidelines as to the areas covered by the plan. Only the sign elements identified in this Initial Sign Plan (e.g., locations, type, graphic, dimensions, and quantity) or otherwise described in the Lease Agreement, Development Agreement, or Seattle Center Integration Agreement are approved. For any sign visible from the Seattle Center Campus, additional sign elements such as brightness and refresh frequency are subject to the approval of the Seattle Center Director before installation. Additionally, this plan is subject to any applicable ordinance or regulatory requirements, and is subject to amendment for compliance with law.



- A** Crown ID (4)
  - B** Accent Building Lighting (1)
  - C** Accent Roof Lighting (2)
  - D** Digital Readerboard (6)
  - E** Site ID (1)
  - F** Entry ID (7)
  - G** Light Pole Banner (30)
  - H** Pedestrian Directional (6)
  - I-2** SW Mech LED Display #1 (1)
  - I-3** SW Mech LED Display #2 (1)
  - I-4** Southeast Bldg LED Display (1)
  - J** Atrium LED Display (1)
  - K** Garage Parking ID (1)
  - L** Wall Sign - Graphic Panel (1)
  - M** Site ID Wall Mount (4)
  - N** Parking Ramp ID Sign (1)
  - O** Event Related LED Display (1)
- \*Sign Type I-1 has been removed

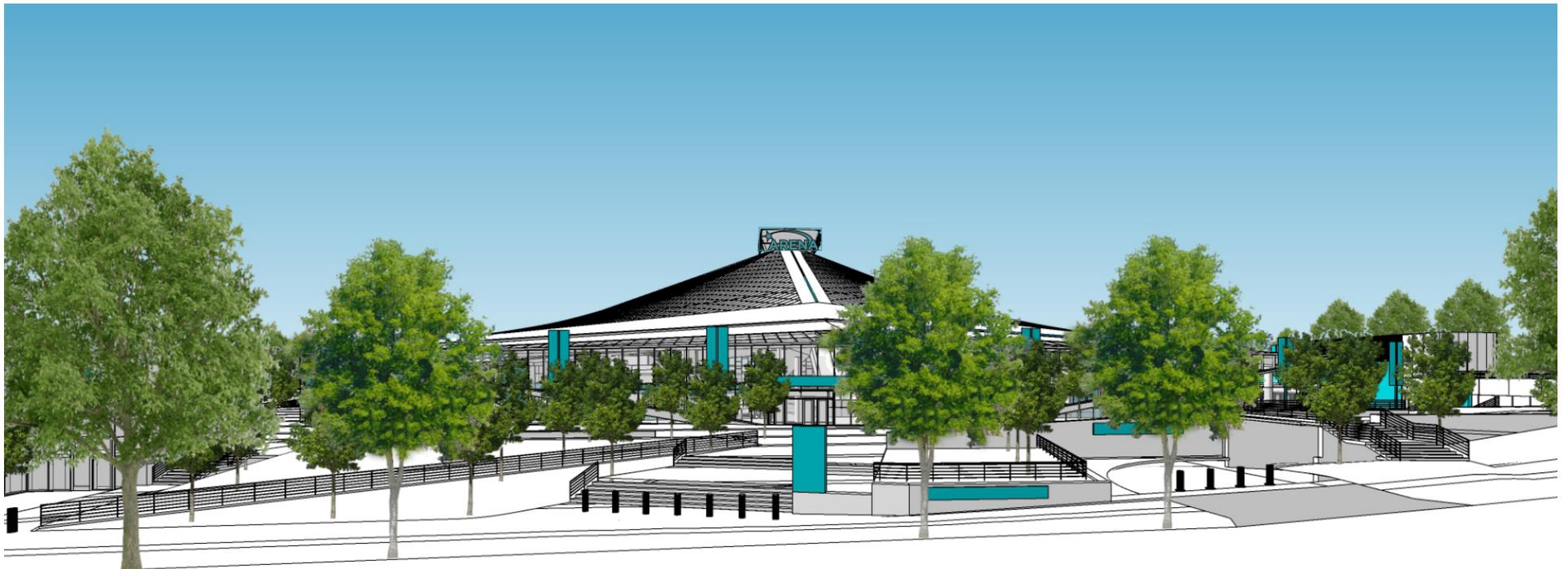
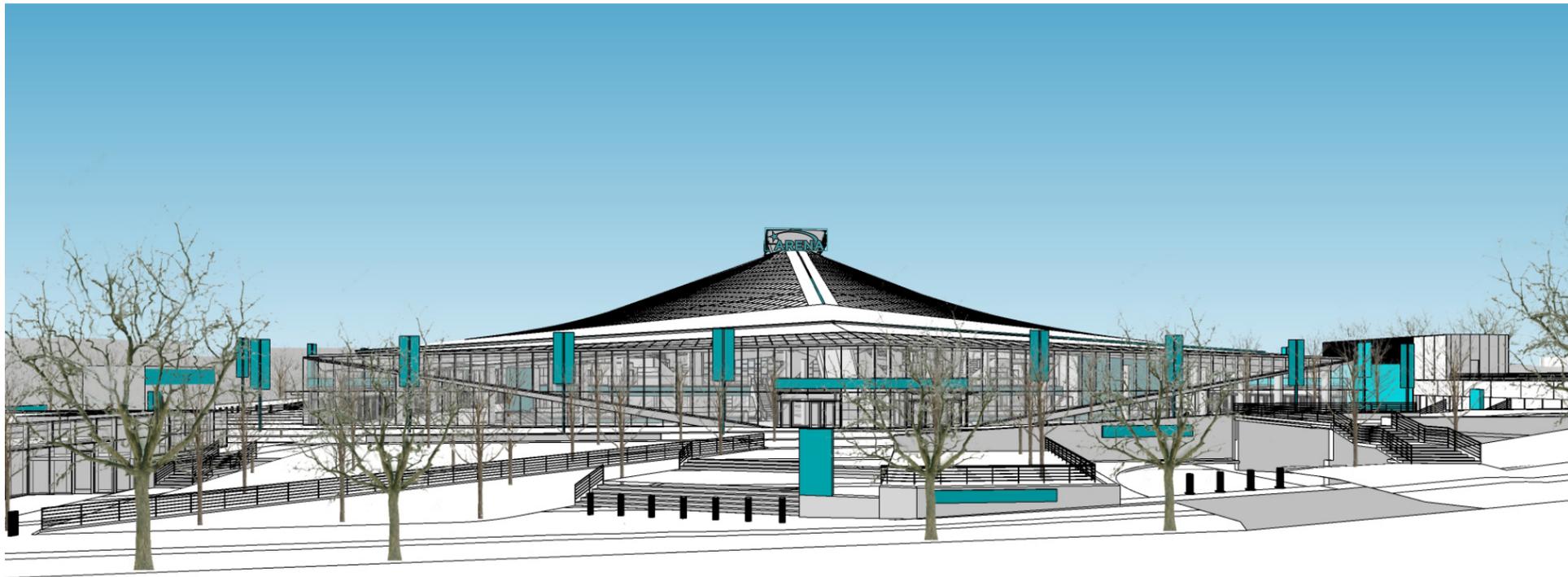
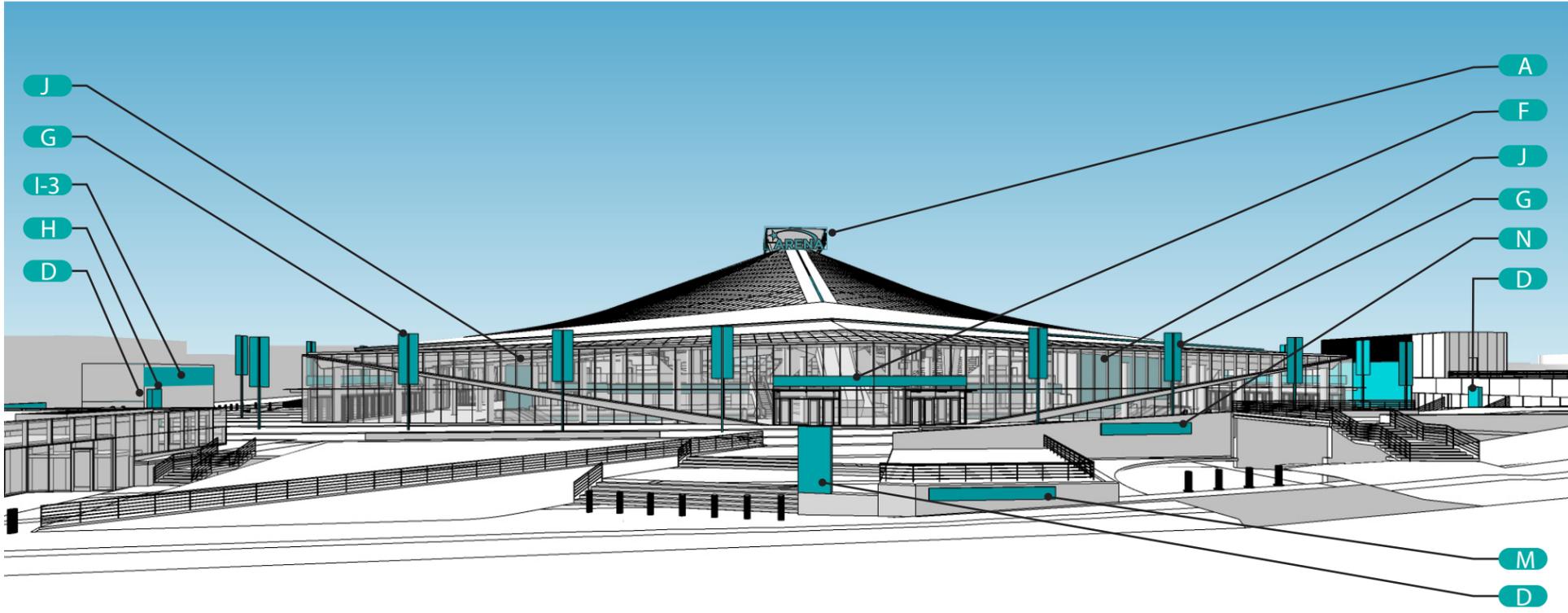
|  |  |   |   |  |  |   |
|--|--|---|---|--|--|---|
|  <p><b>L</b></p>  |  <p><b>K</b></p>  |  <p><b>A</b><br/><b>CROWN IDENTITY</b><br/>Changing-color sponsor sign where the message, background, and accenting may change color.</p>  |  <p><b>B</b><br/><b>ACCENT BUILDING LIGHTING</b><br/>Changing-color LED uplight and facade wash, where the accenting may change color.</p>  |  <p><b>C</b><br/><b>ACCENT ROOF LIGHTING</b><br/>Changing-color LED strip style accent lighting to enhance the roof surface; the accenting may change color.</p>  |  <p><b>D</b><br/><b>DIGITAL READERBOARD</b><br/>Dynamic identity marquee sign with integrated illuminated arena name. The message and background, and the color of each, may change, and may include video.</p> |  <p><b>E</b><br/><b>SITE IDENTITY</b><br/>Static illuminated dimensional letters spelling out arena name. The message, background, and color may be illuminated, but may not change.</p> |
|  <p><b>F</b><br/><b>ENTRY IDENTITY</b><br/>Static illuminated signs over entry door; the message, background, and color may be illuminated, but may not change.</p>   |  <p><b>G</b><br/><b>LIGHT POLE BANNERS</b><br/>Static illuminated amenity signs "light the way" to entry points; attachable banners for arena identity and advertising. The message, background, and color may be illuminated, but may not change.</p> |  <p><b>H</b><br/><b>PEDESTRIAN DIRECTION</b><br/>Changing-image wayfinding pylon sign; illuminated, possible inclusion of map for Seattle Center. The message and background, and the color of each, may change.</p> |  <p><b>I</b><br/><b>SITE DYNAMIC DISPLAY</b><br/>Dynamic identity sign with integrated illuminated arena name. The message and background, and the color of each, may change, and may include video.</p> |  <p><b>J</b><br/><b>DIGITAL ATRIUM SIGNAGE</b><br/>A currently undetermined dynamic lighting or LED technology that will preserve the transparency of the glass when the technology is not illuminated. The lighting or LED technology will be visible through the south atrium facade. The message and background, and the color of each, may change, and may include video.</p> |  |   |
|  <p><b>K</b><br/><b>GARAGE PARKING IDENTIFICATION</b><br/>Identification sign on the First Ave. N facade of the parking structure. Internally illuminated channel letter sign mounted directly onto building.</p> |  <p><b>L</b><br/><b>WALL SIGN - GRAPHIC PANEL</b><br/>Wall sign on the building facade. Illuminated frame mounted sign mounted directly onto building.</p>   |  <p><b>M</b><br/><b>SITE IDENTIFICATION WALL MOUNT SIGN</b><br/>Static illuminated dimensional letters spelling out arena name. The message, background, and color may be illuminated, but may not change.</p>       |  <p><b>N</b><br/><b>PARKING RAMP ID SIGN</b><br/>Static illuminated overhead sign identifies parking access. The message, background, and color may be illuminated, but may not change.</p>              |  <p><b>O</b><br/><b>EVENT RELATED LED DISPLAY</b><br/>Non-video capable digital wall sign displaying information about upcoming events.</p>   |  |   |

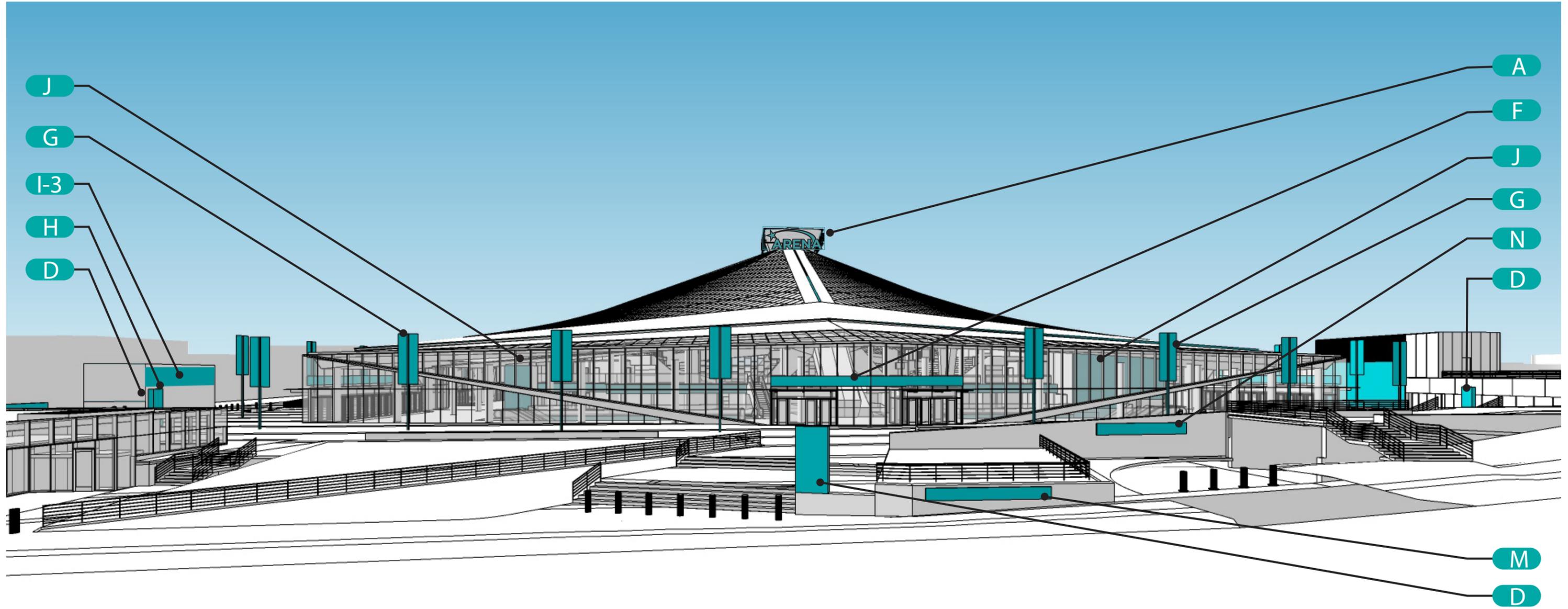
9/10/2018

| Sign Type | Sign Name                 | Graphic  | Size                    | Sign Sides | Quantity | Size (sqft) each side | Total (sqft) |
|-----------|---------------------------|--|-------------------------|------------|----------|-----------------------|--------------|
| A         | Crown Identity            | Changing Color (LED)   | 16'-0" (h) x 43'-0" (w) | 1          | 4        | 688                   | 2752         |
| B         | Accent Bldg Lighting      | Changing Color (LED)   | 0'-6" (h) x 400'-0" (w) | 1          | 4        | 200                   | 800          |
| C         | Accent Roof Lighting      | Changing Color (LED)   | 0'-6" (h) x 160'-0" (w) | 1          | 4        | 80                    | 320          |
| D         | Digital Readerboard       | Dynamic (LED) Display  | 10'-0" (h) x 5'-0" (w)  | 2          | 6        | 100                   | 600          |
| E         | Site Identity             | Static Illuminated   | 10'-0" (h) x 50'-0" (w) | 1          | 1        | 500                   | 500          |
| F         | Entry Identity            | Static Illuminated   | 3'-0" (h) x 60'-0" (w)  | 1          | 7        | 180                   | 1260         |
| G         | Light Pole Banners        | Static Illuminated   | 10'-0" (h) x 3'-0" (w)  | 4          | 30       | 120                   | 3600         |
| H         | Pedestrian Directional    | Static Illuminated   | 11'-0" (h) x 3'-0" (w)  | 2          | 6        | 66                    | 396          |
| I-2       | Site LED Display          | Changing Image (LED) Display;<br>portion Dynamic (LED) Display | 9'-8" (h) x 42'-0" (w)  | 1          | 1        | 405                   | 405          |
| I-3       | Site LED Display          | Changing Image (LED) Display                                   | 5'-10" (h) x 42'-0" (w) | 1          | 1        | 245                   | 245          |
| I-4       | Site LED Display          | Changing Image (LED) Display                                   | 14'-9" (h) x 45'-0" (w) | 1          | 1        | 672                   | 672          |
| J         | Atrium LED Display        | Dynamic (LED) Display  | 8,000 sqft (30%)        | 1          | 1        | 2400                  | 2400         |
| K         | Garage Parking ID         | Static Illuminated   | 25'-0" (h) x 8'-0" (w)  | 1          | 1        | 200                   | 200          |
| L         | Wall Sign - Graphic Panel | Static Illuminated   | 33'-7" (h) x 20'-0" (w) | 1          | 1        | 672                   | 672          |
| M         | Site ID Wall Mount        | Static Illuminated   | 1'-10" (h) x 18'-0" (w) | 1          | 4        | 34                    | 136          |
| N         | Parking Ramp ID Sign      | Static Illuminated   | 6'-0" (h) x 20'-0" (w)  | 1          | 1        | 120                   | 120          |
| O         | Event-Related LED Display | Changing Image (LED) Display                                   | 8'-9" (h) x 33'-7" (w)  | 1          | 1        | 296                   | 296          |

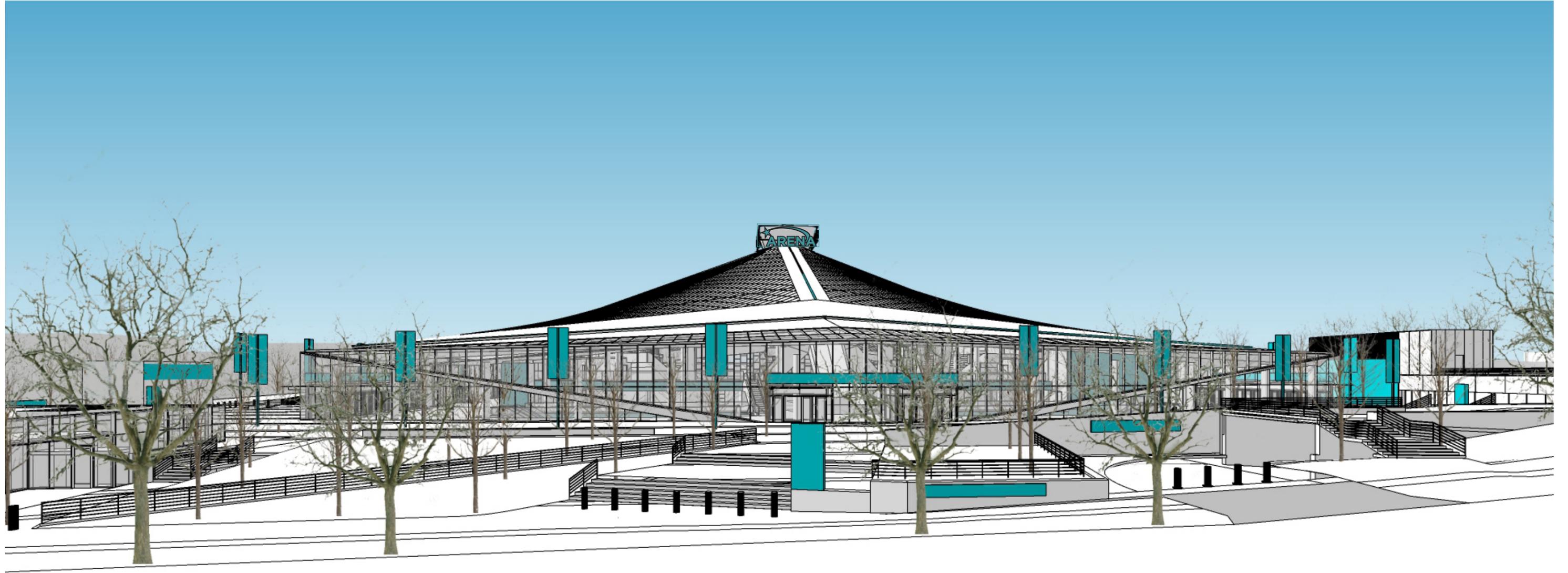
Note: Sign I-1 has been removed

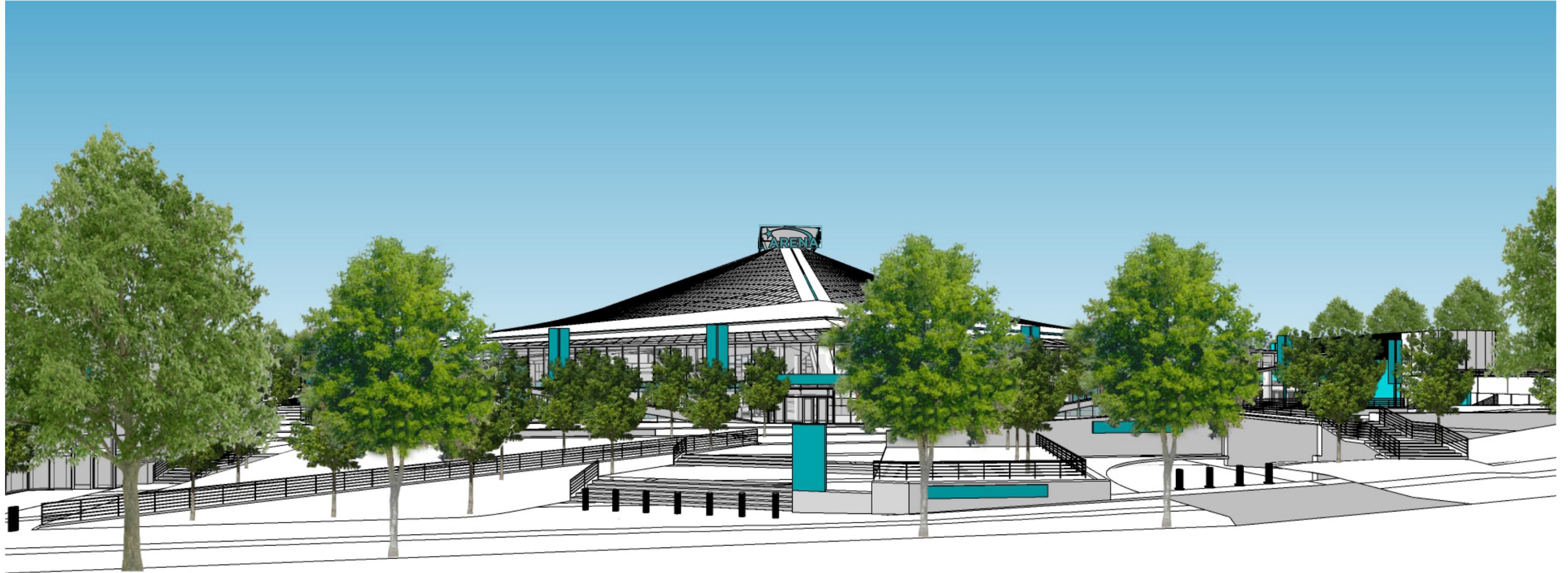
|              |              |
|--------------|--------------|
| <b>Total</b> | <b>15374</b> |
|--------------|--------------|



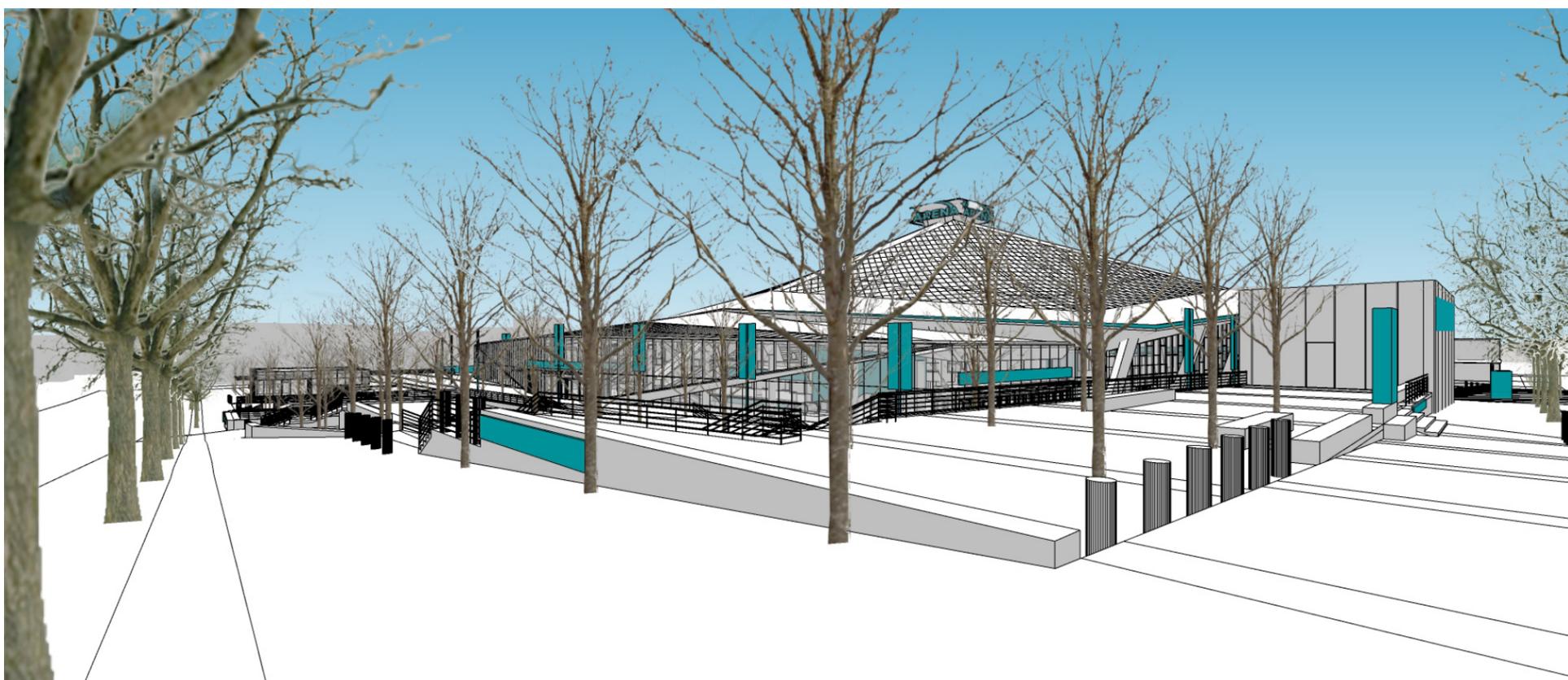
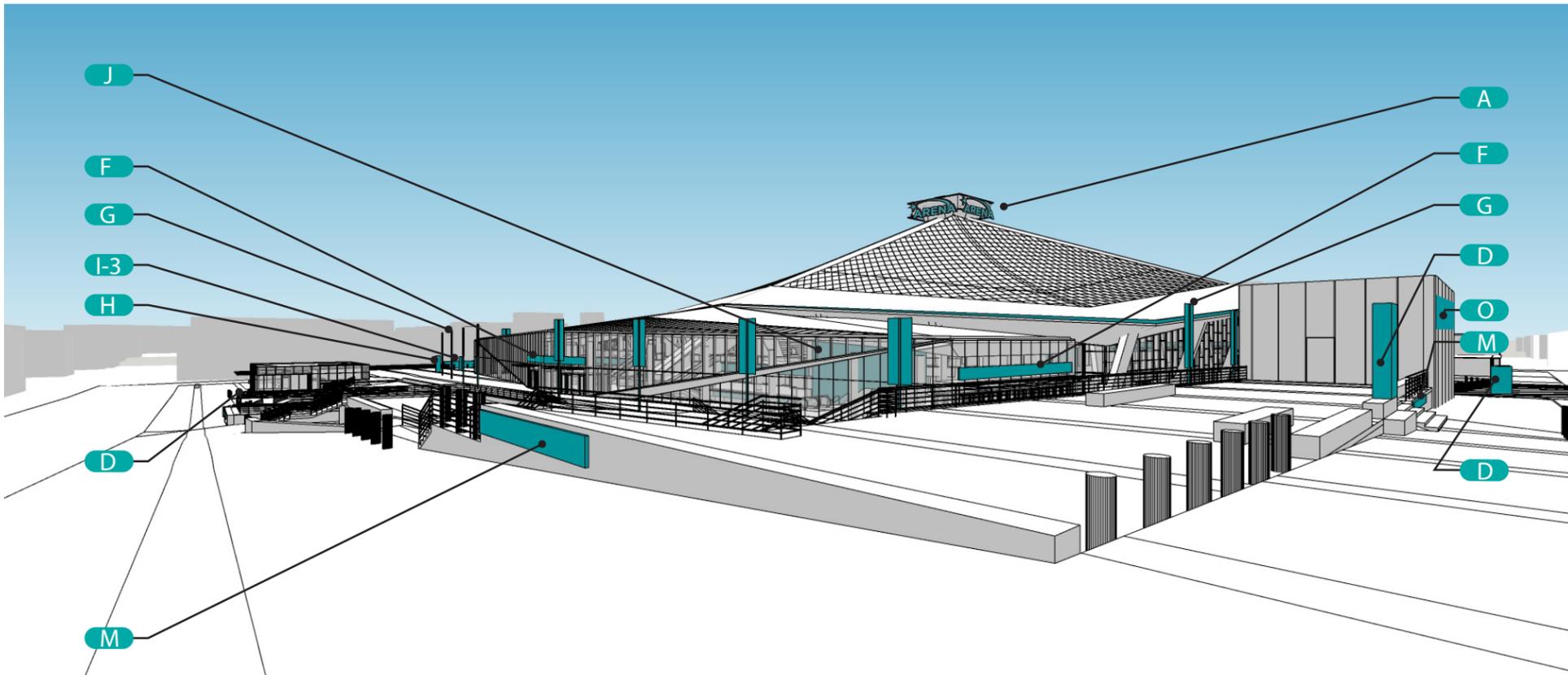


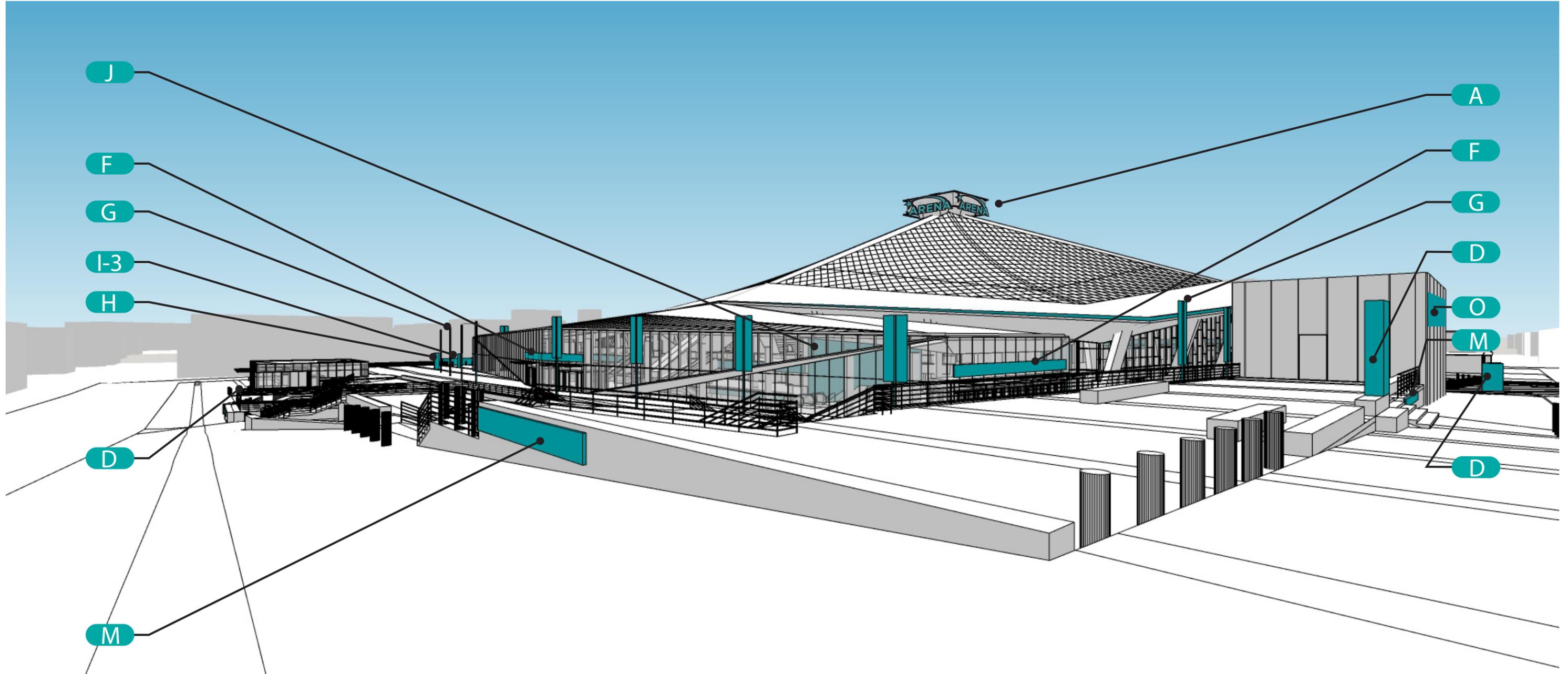
SOUTH VIEW - Warren Ave & Thomas St



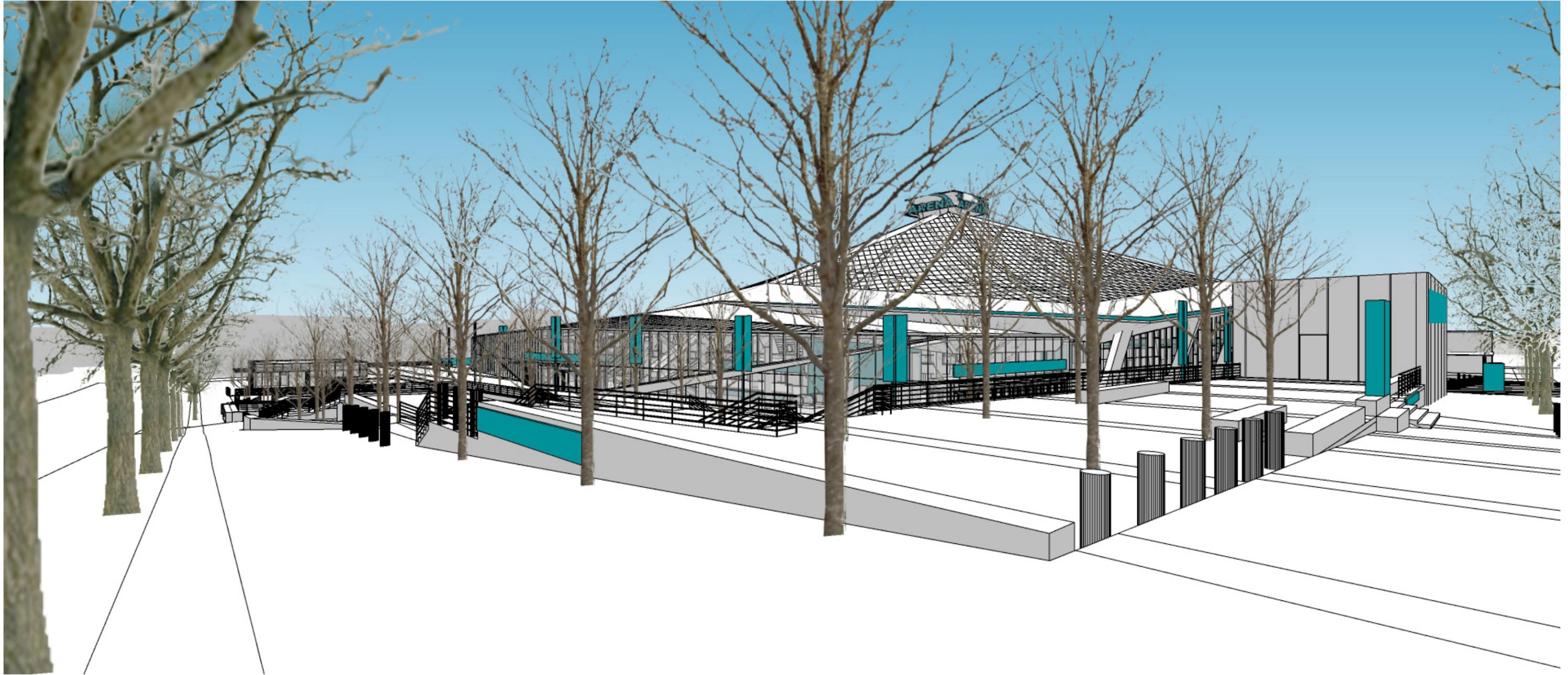


SOUTHEAST VIEW - 2nd Avenue North & Thomas St



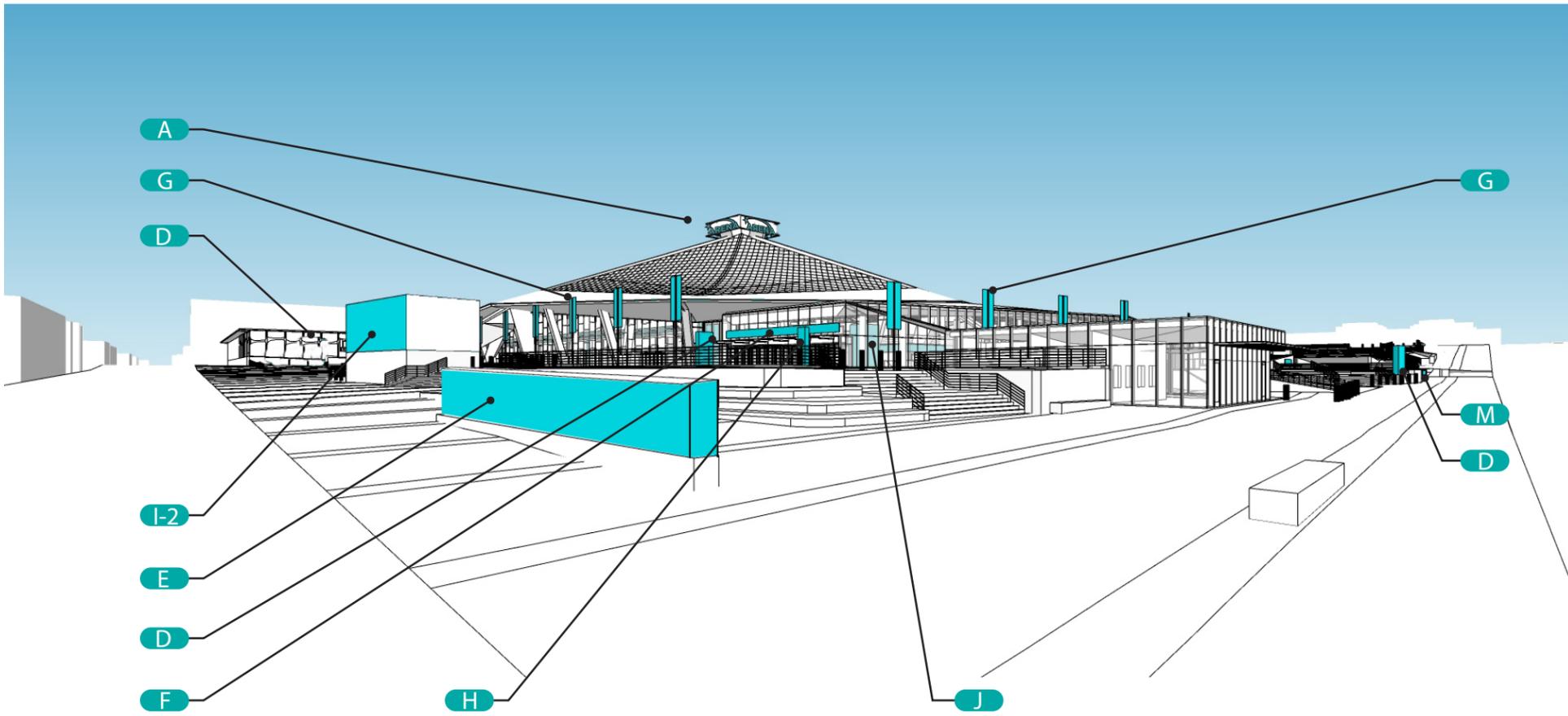


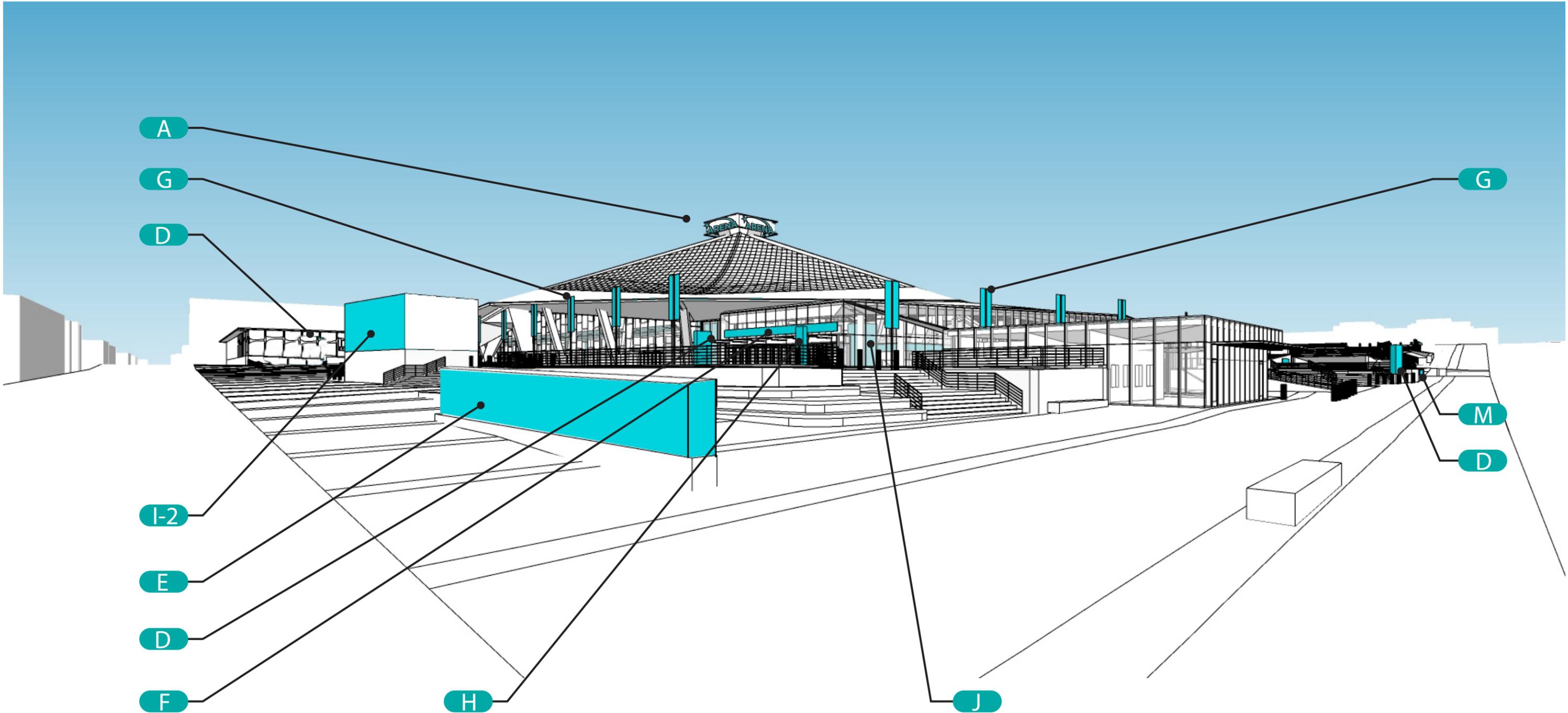
SOUTHEAST VIEW - 2nd Avenue North & Thomas St

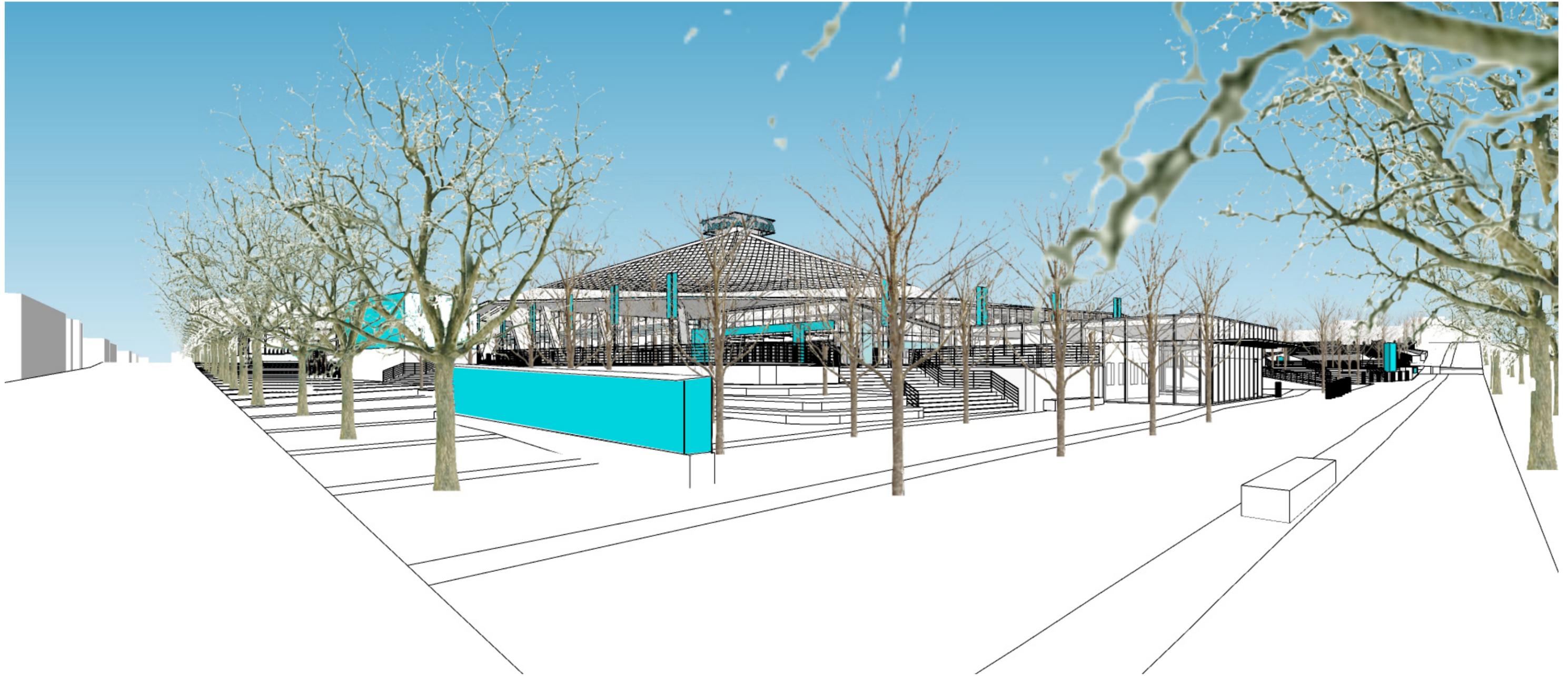


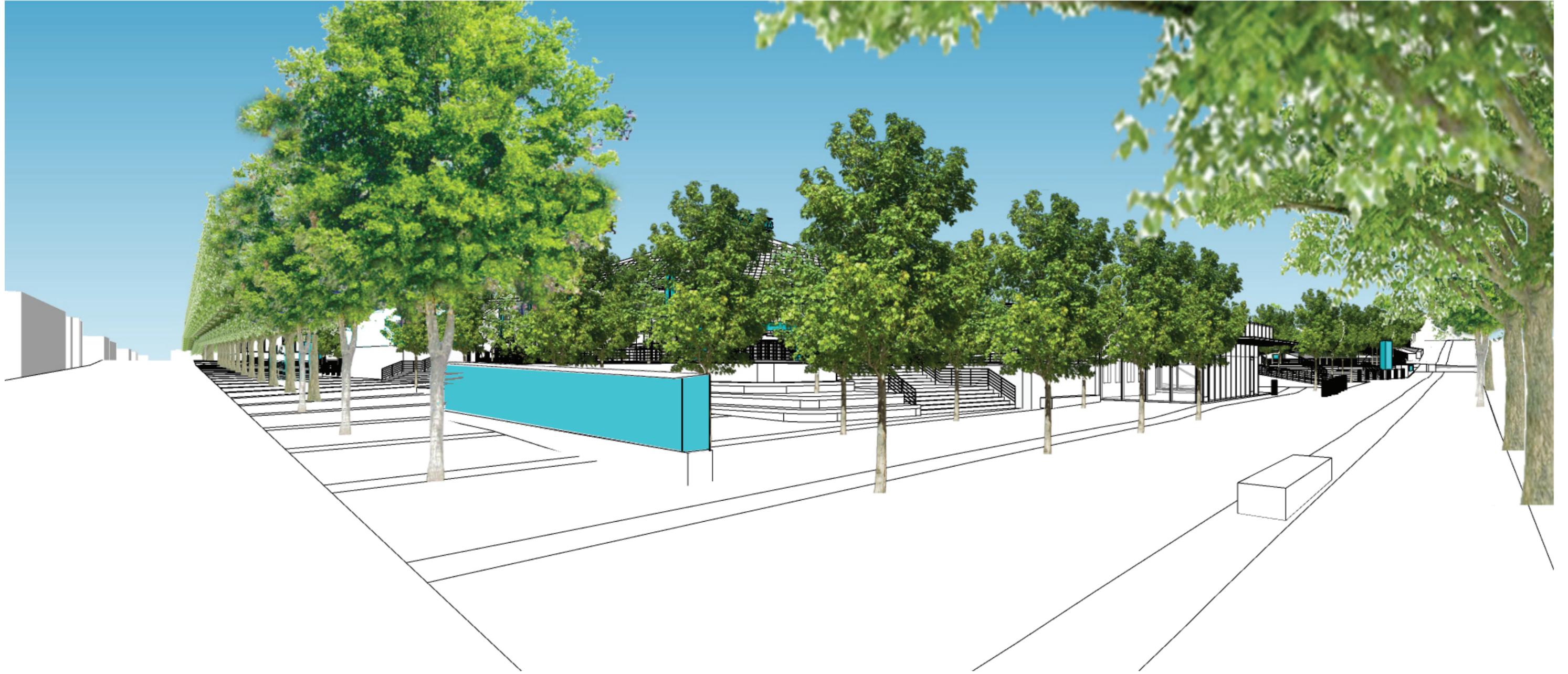


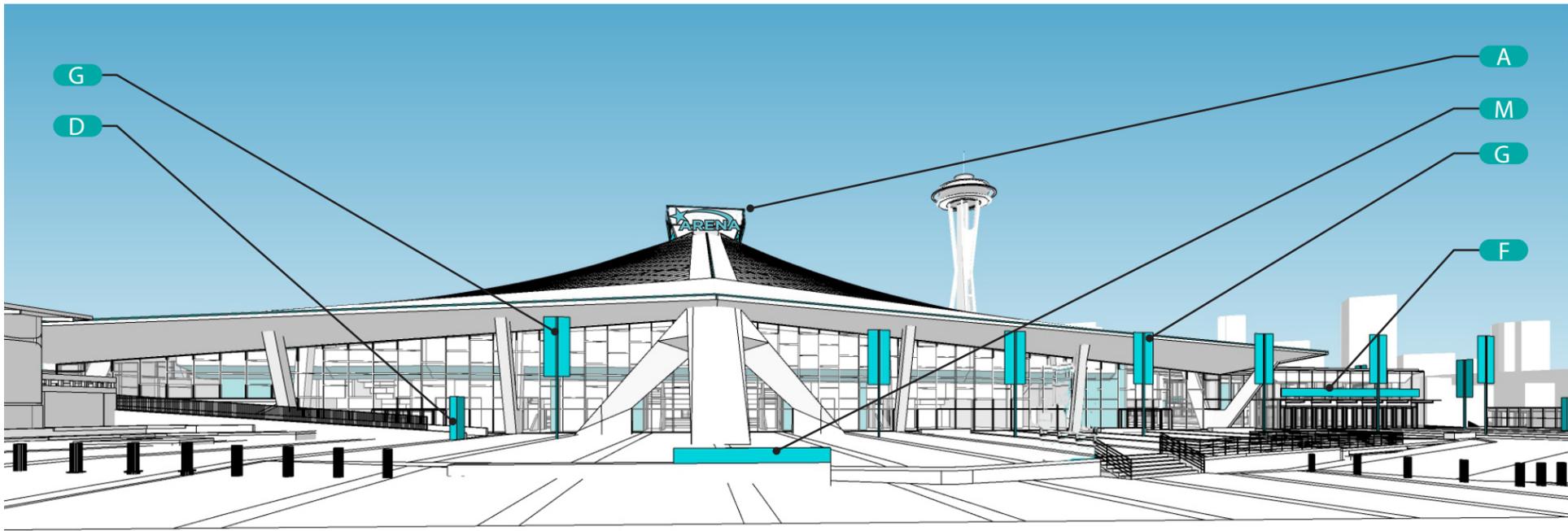
SOUTHWEST VIEW - 1st Avenue North & Thomas St

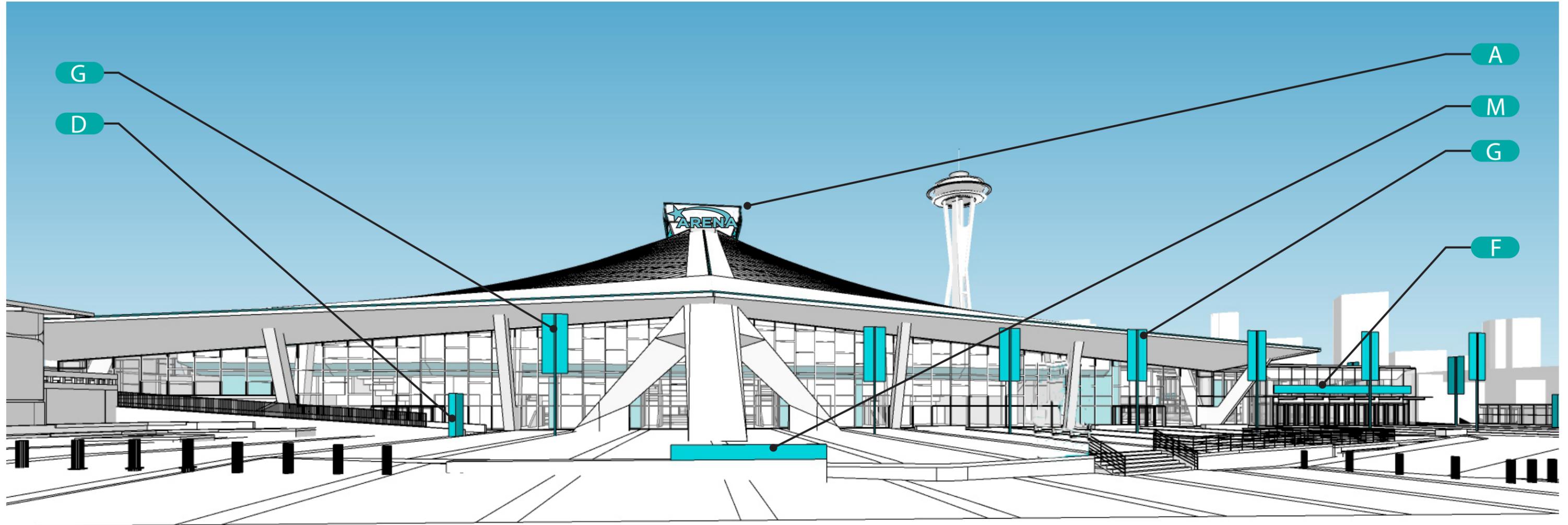




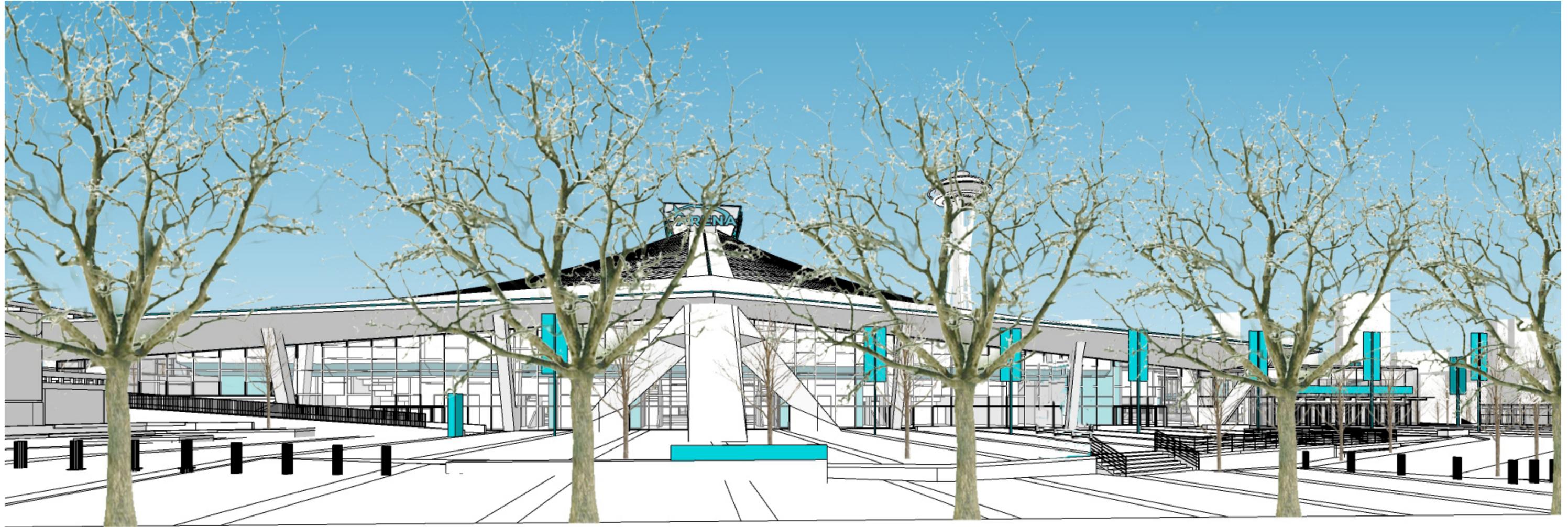






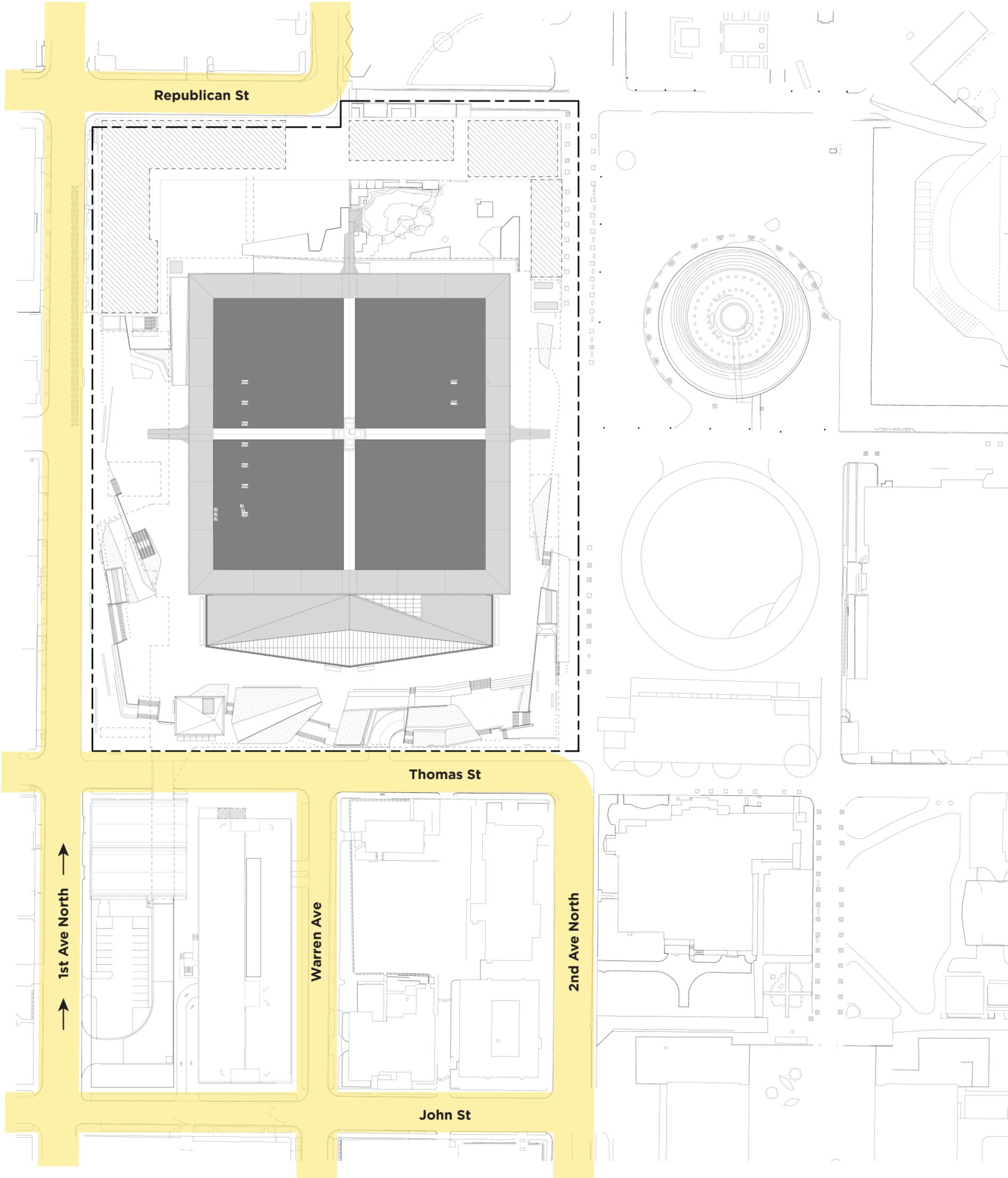


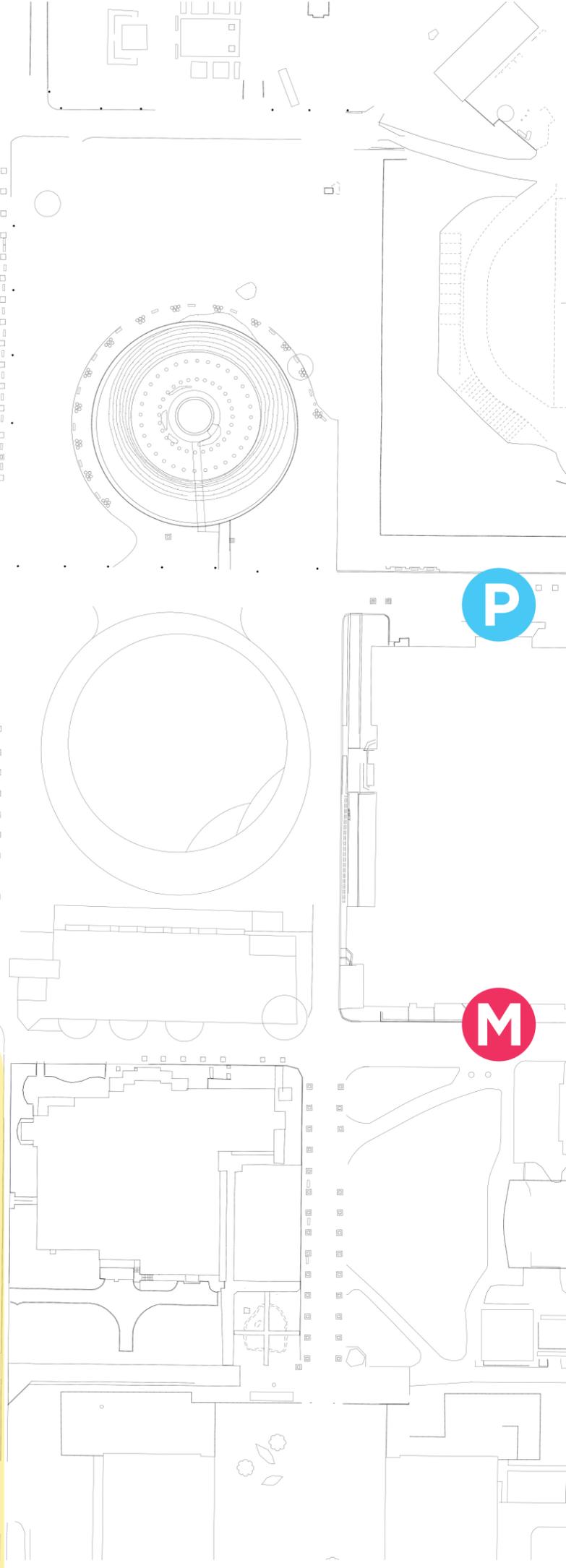
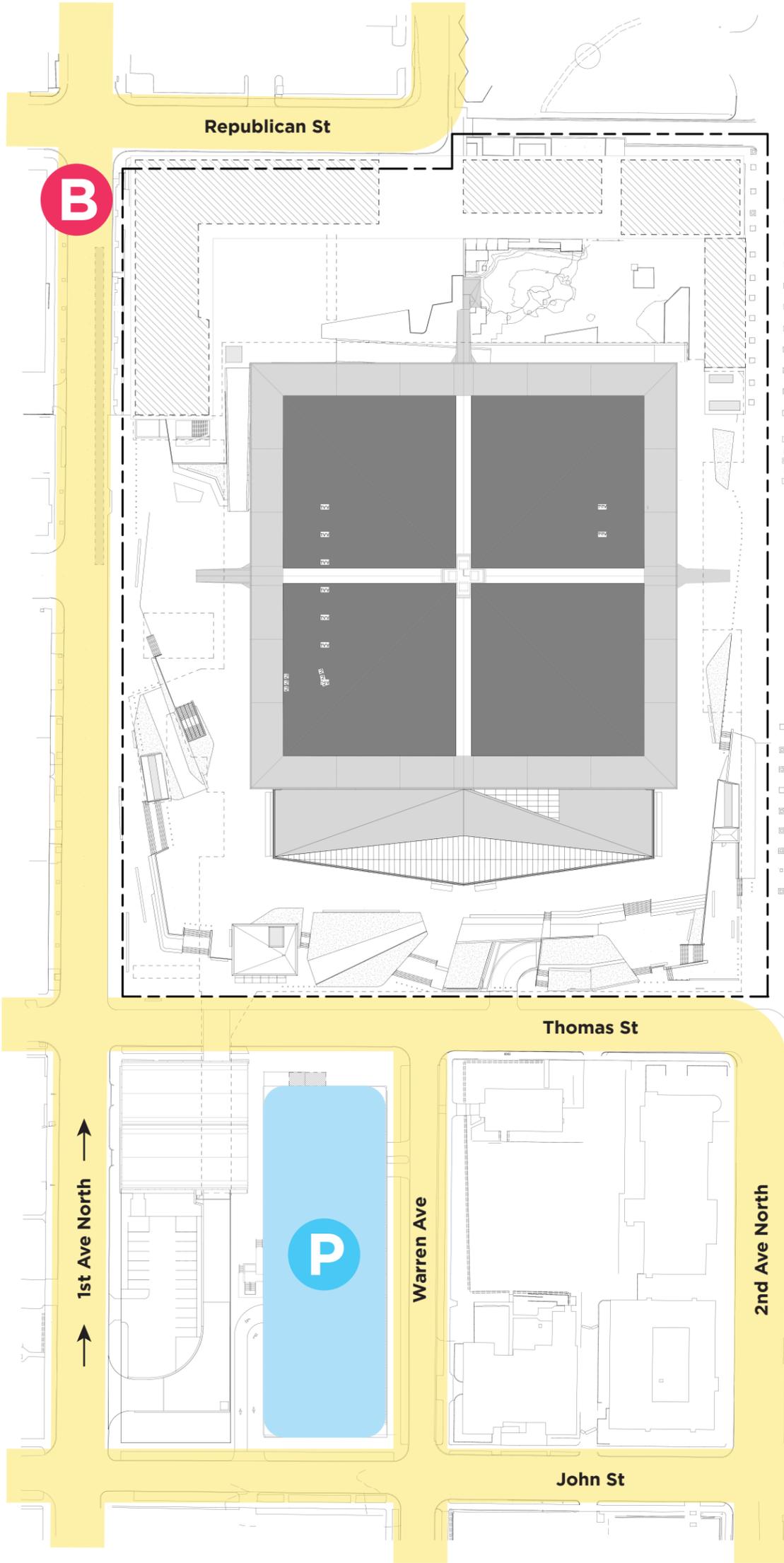
WEST VIEW - 1st Avenue North & Harrison St

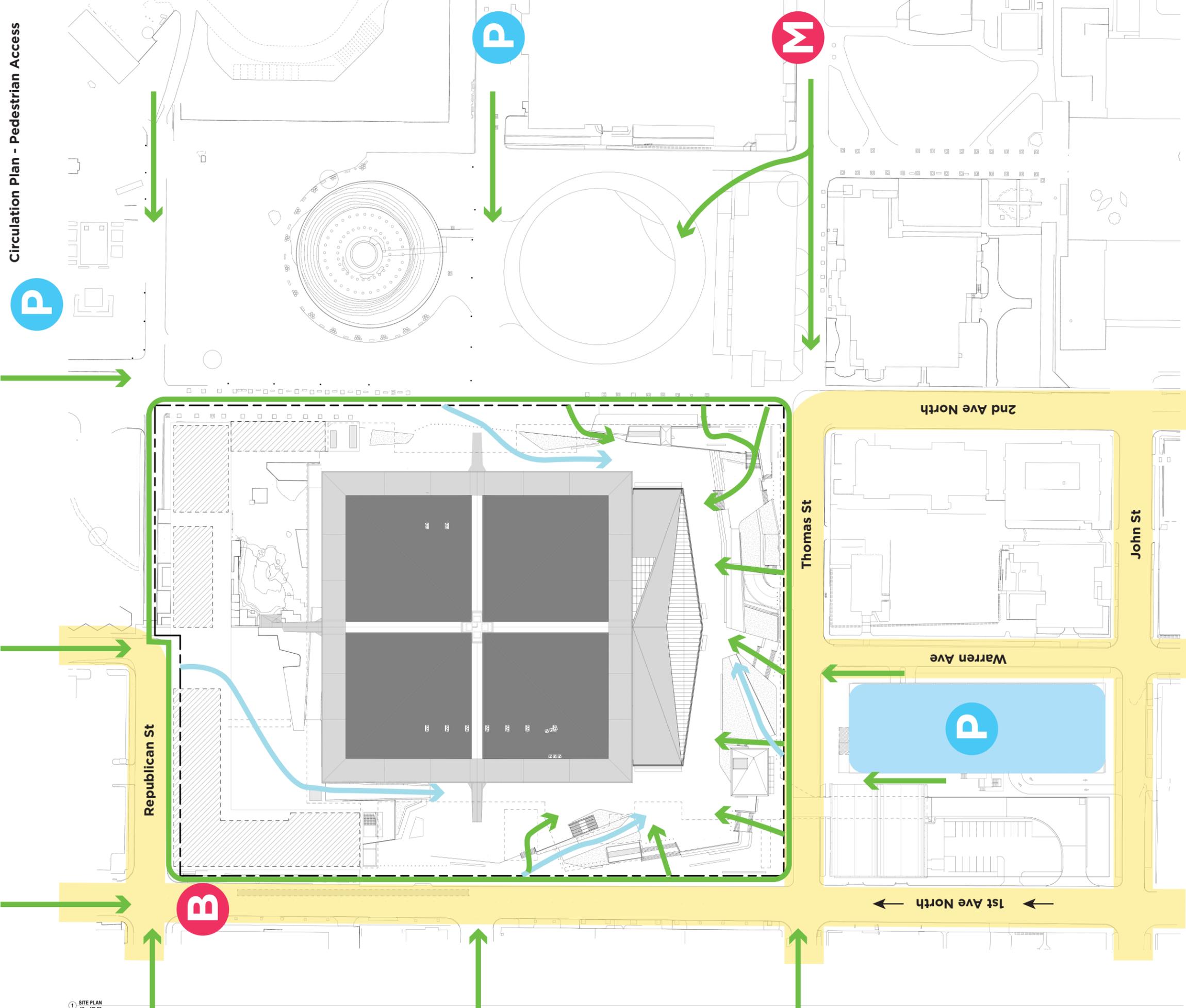


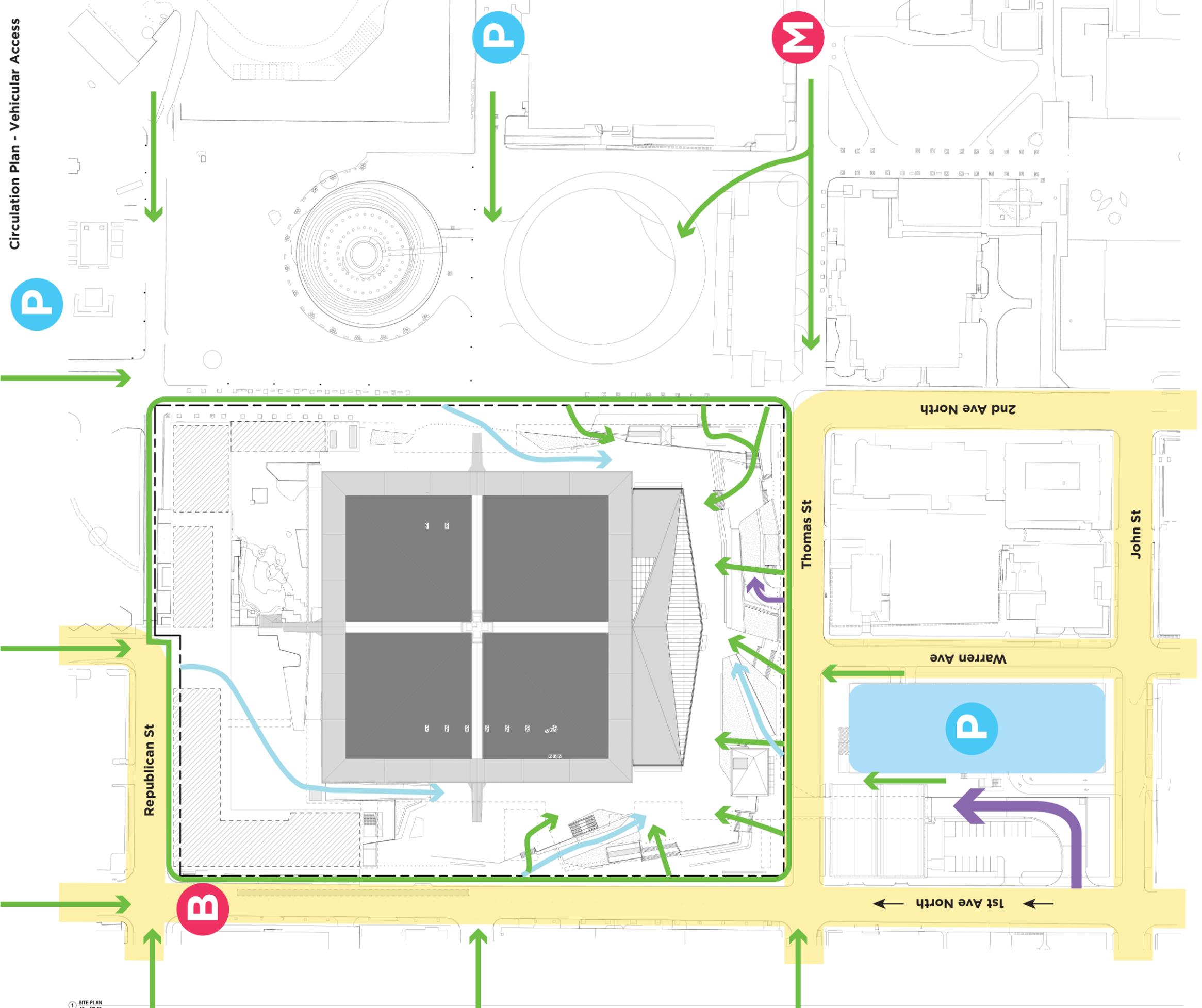
WEST VIEW - 1st Avenue North & Harrison St

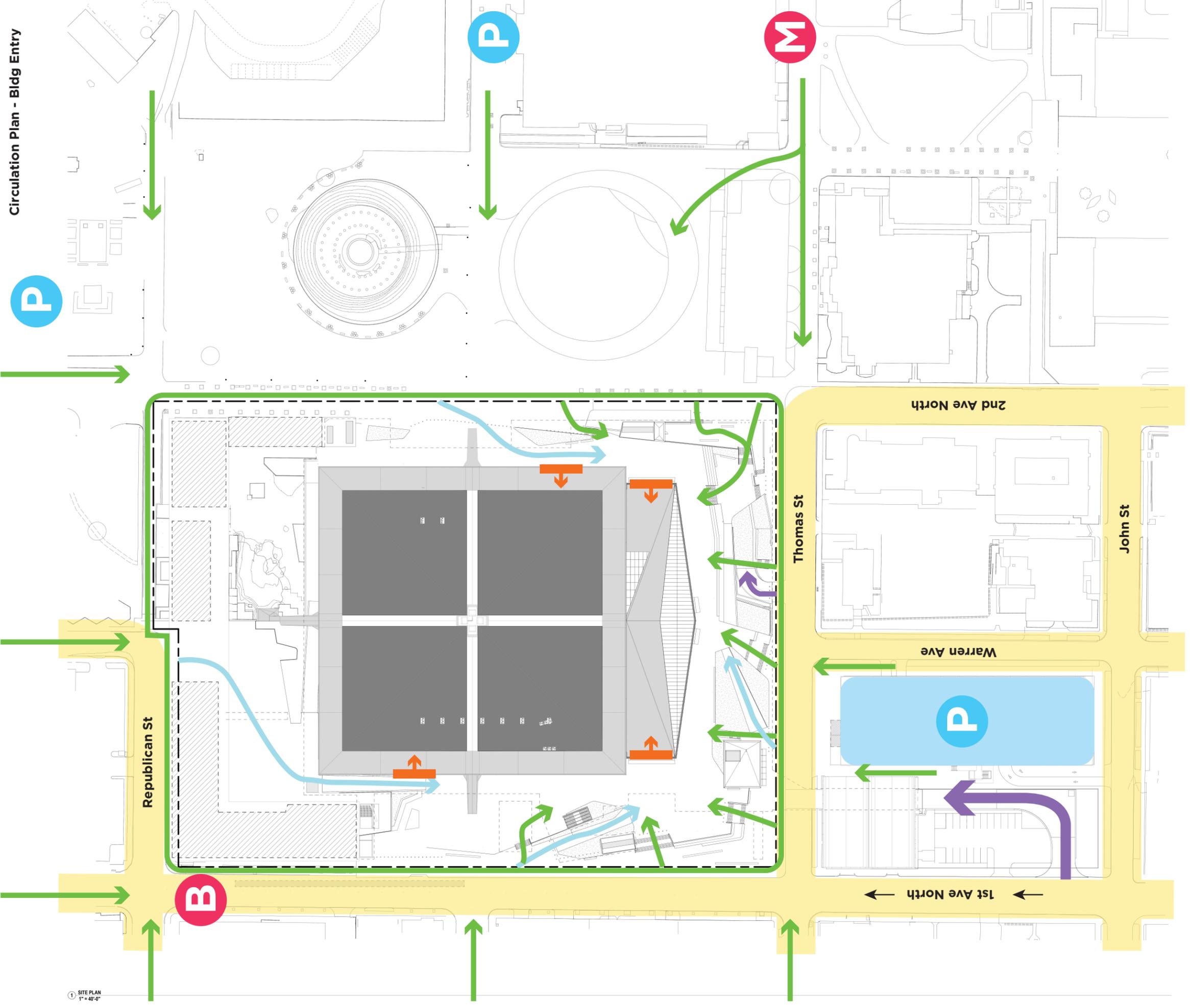




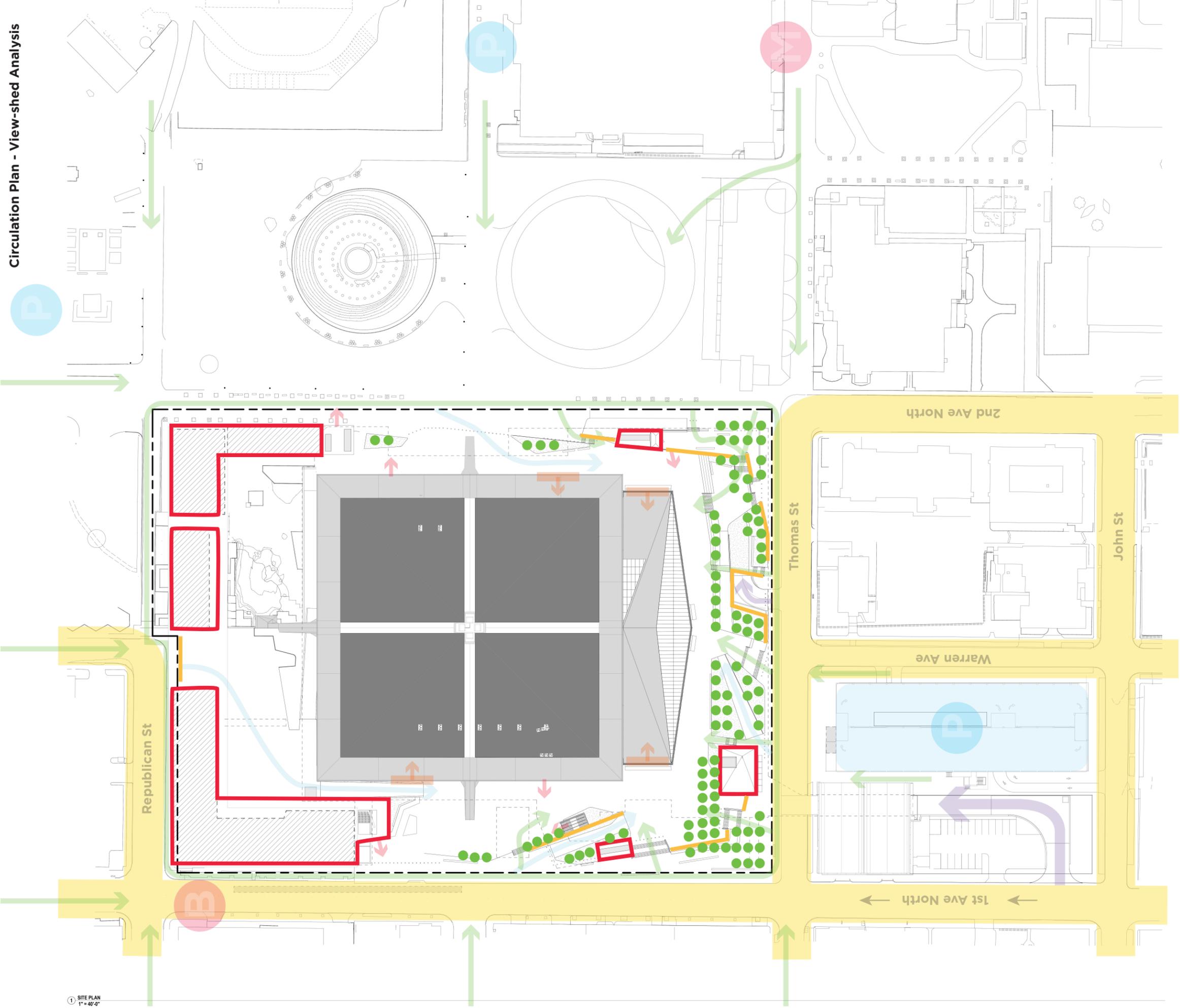












## **Exhibit C**

### **Arena Domain Names and Social Media Accounts**

- Facebook – <https://www.facebook.com/KeyArenaSeattle>
  - Handle: @KeyArenaSeattle
  - Owner: City of Seattle/Seattle Center
  - Admin: AEG Facilities
- Instagram – <https://www.instagram.com/keyarenaseattle/>
  - Handle: @KeyArenaSeattle
  - Owner: City of Seattle/Seattle Center
  - Admin: AEG Facilities
- Twitter – <https://twitter.com/KeyArenaSeattle>
  - Handle: @KeyArenaSeattle
  - Owner: City of Seattle/Seattle Center
  - Admin: AEG Facilities
- Snapchat – <https://www.snapchat.com/add/keyarenaseattle>
  - Handle: @KeyArenaSeattle
  - Owner: City of Seattle/Seattle Center
  - Admin: AEG Facilities
- YouTube – <https://www.youtube.com/user/KeyArenaSeattle>
  - Handle: @KeyArenaSeattle
  - Owner: City of Seattle/Seattle Center
  - Admin: AEG Facilities

## **Exhibit D**

### **Form of Estoppel**

#### **ESTOPPEL CERTIFICATE**

**THIS ESTOPPEL CERTIFICATE** (this “Certificate”), dated as of [●], is entered into by [●], a [●] (“City/ArenaCo”), for the benefit of [●], a [●] (“City/ArenaCo”) [and [●], a [●] (“Lender” and together with [City/ArenaCo], collectively, the “Relying Parties”).]

#### **RECITALS**

A. City and ArenaCo are parties to that certain Seattle Center Integration Agreement (Arena at Seattle Center) dated as of [●], 2018 (as so modified, amended, supplemented and/or assigned, collectively, the “Agreement”). Each capitalized term used in this Certificate but not otherwise defined herein shall have the meaning assigned to such term in the Agreement.

B. [Lender has made a loan in the original principal amount of \$[●] (the “Loan”) to ArenaCo, which Loan is evidenced and/or secured by [ ].]

**NOW, THEREFORE**, in consideration of the foregoing, and for good and valuable consideration, the receipt and adequacy of which are hereby conclusively acknowledged, [City/ArenaCo] hereby certifies and agrees as follows:

1. The Agreement (i) is valid and in full force and effect, enforceable against [City/ArenaCo] and its successors and assigns in accordance with its terms, (ii) has not been waived, surrendered, canceled, terminated or abandoned (orally or in writing), (iii) except as set forth herein, constitutes the entire agreement between City and ArenaCo with respect to the subject matter contained therein, and (iv) except as set forth herein, has not been supplemented, modified, assigned or amended (orally or in writing).
2. All sums due and payable by [City/ArenaCo] under the Agreement have been paid through the date of this Certificate. To the actual knowledge of [City/ArenaCo] senior staff, without any further duty of investigation, no event has occurred and no condition exists that constitutes, or that would constitute with the giving of notice or the lapse of time or both, a default by [City/ArenaCo] or, to the actual knowledge of [City/ArenaCo] senior staff, without any further duty of investigation, by [City/ArenaCo] under the Agreement. [City/ArenaCo] has no existing defenses or offsets against the enforcement of the Agreement by [City/ArenaCo].
3. To [City’s/ArenaCo’s] actual knowledge, without any further duty of investigation, (i) no disputes, claims or litigation exist asserting that the Agreement is unenforceable or violates any other agreement, (ii) the Agreement is not, and has not been, the subject of any bankruptcy or foreclosure proceeding, (iii) no event, act, circumstance or condition constituting an event of force majeure exists, and (iv) there is presently no judgment, award, litigation, arbitration or proceeding pending or threatened that holds or asserts that the Agreement will be unenforceable or violates any existing agreement, or which could

otherwise materially and adversely affect the respective rights or obligations of City and ArenaCo under the terms and conditions of the Agreement.

4. To [City's/ArenaCo's] actual knowledge, the execution, delivery and performance by [City/ArenaCo] of this Certificate do not and will not require any further consents or approvals that have not been obtained or violate any provision of law, regulation, order, judgment, injunction or similar matters or breach any agreement presently in effect with respect to or binding on [City/ArenaCo].
5. [City/ArenaCo] understands and acknowledges that this Certificate will be relied upon by and shall inure to the benefit of the Relying Parties and each of their respective successors and assigns and shall be binding upon [City/ArenaCo] and its successors and assigns. This Certificate is not intended to limit any rights of any mortgagee under the Agreement.
6. This Certificate may be executed in any number of counterparts, each of which when executed and delivered shall be deemed to be an original and all such counterparts together shall constitute one and the same instrument.

**[Signature Page Follows]**

IN WITNESS WHEREOF, [City/ArenaCo] has executed this Estoppel Certificate as of the date first above written.

**[CITY/ARENACO]:**

**[INSERT SIGNATURE BLOCK]**

**Exhibit E**

**Approved Sponsorship Categories**

Airline  
Athletic Apparel  
Auto - Aftermarket / Parts / Service  
Auto - Dealership  
Auto - Domestic  
Auto - Import  
Auto - Luxury  
Auto - Tires  
Auto Manufacturer  
Beverage - Alcohol & Spirits  
Beverage - Beer  
Beverage - Beer Domestic  
Beverage - Soft Drink  
Casino  
Commercial Product  
Consumer Electronics - Other  
Credit Card  
Daily Fantasy  
Energy - Oil & Gas  
Finance - Advisory / Investment / Institution  
Finance - Banking and Credit Union  
Finance - Credit Card  
Finance - Loan / Mortgage / Payment  
Financial Service  
Food Product  
Grocery  
Health Care  
Home Retail  
Hospital  
Insurance  
Insurance - Auto & Property  
Internet Service Provider  
Lottery  
Mass Merchant / Department Retail  
Office Products  
Professional Service  
Quick Service Restaurant  
Retail - Other  
Safety & Security  
Technology - Computer Software  
Technology - Internet / Website  
Technology - Other  
Telecom - Handset & Hardware

Telecom - Television / Internet Provider

Telecom - Television Channel

Telecom - Television Service

Telecom - Wireless Carrier

Telephone Service

Television Channel

Ticket System

Utilities