

Attachment 2

SECOND ADDENDUM AND AMENDMENT TO MONORAIL OPERATING AND
EASEMENT AGREEMENT

by and between

WESTLAKE CENTER, LLC

and

THE CITY OF SEATTLE

TABLE OF CONTENTS

	<u>Page</u>
Section A. Exhibit D replaced with Exhibit D-1	4
Section B. Amend Definition of Monorail Station Platform	4
Section C. Section 8(b) of the Original Agreement is amended and restated.....	6
Section D. Effective Date of Possession.....	6
Section E. Easement Rights - Sections 8 (d), 8 (e), and 8 (f) added to the Agreement	7
Section F. Sound Making Device; Fare Area; Platform Signage	10
Section G. Section 11(d) of the Original Agreement is amended and restated	12
Section H. New Section 12 (e) – Construction Authority	12
Section I. Out of Pocket Construction Costs	13
Section J. Monorail Station Platform Improvements	13
Section K. Representations and Warranties.....	14
Section L. Notices	14
Section M. Purpose of Second Addendum	15
Section N. References	16

SECOND ADDENDUM AND AMENDMENT TO MONORAIL OPERATING AND EASEMENT AGREEMENT

THIS SECOND ADDENDUM AND AMENDMENT (“Second Addendum”) made as of the _____ day of _____ 2020 (the “Effective Date”), by and between the City of Seattle, a municipal corporation of the State of Washington (the “City”) and Westlake Center, LLC, a Delaware limited liability company (such entity and its successors and assigns, referred to herein as “Westlake Center”). Each of City and Westlake Center is a “Party” and, collectively, they are the “Parties”.

BACKGROUND:

- A. The Monorail Operating and Easement Agreement was made by the City and Westlake Center Associates Limited Partnership fully executed as of February 12, 1987 and recorded under Auditor’s Recording No. 8702170365, records of King County, Washington (the “Original Agreement”), and amended by a First Addendum to Monorail Operating and Easement Agreement made as of September 18, 2014 and recorded under Auditor’s Recording No. 20141002000327, records of King County, Washington (the “First Addendum”).
- B. Westlake Center is the successor (by conversion) to Westlake Center Associates Limited Partnership.
- C. As of the Effective Date, the City operates the Monorail System through a concessionaire, Seattle Monorail Services LLC (the “Monorail Concessionaire”), under a separate concession agreement.

- D. The City and its concessionaire desire to expand and improve the Monorail Station Platform and to incorporate certain signage rights into the easement, and Westlake Center has authorized the expansion, improvements and signage.
- E. The Parties now wish to further amend the Agreement to reflect the expanded easement area and other terms as set forth herein.

NOW, THEREFORE, in consideration of the promises and mutual obligations herein undertaken and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the City and Westlake Center further agree:

Section A. Exhibit D to the Original Agreement, as amended by the First Addendum, is hereby superseded in its entirety and replaced with Exhibit D-1 attached to this Second Addendum and made a part of the Agreement. This Second Addendum supersedes and replaces the First Addendum in its entirety. From and after the Effective Date, all references to the "Agreement" shall mean the Original Agreement as amended by this Second Addendum.

Section B. Section 1 of the Original Agreement is amended as follows:

The definition of "Monorail Station Platform" is deleted and replaced with the following:

"Monorail Station Platform" means the passenger terminal located adjacent to the Monorail Station, including, but not limited to, a concrete platform, walls, ceilings, stairs, an elevator, City installed fixtures and equipment, and the Monorail Station Platform Addition, all as depicted on the floorplans and legally described in Exhibit D-1 attached to this Agreement.

The following new definitions are added:

“Approved Monorail Messaging” means messaging content that promotes or offers information about the Monorail (e.g., location, fares, hours, and schedules).

“Fare Area” means the restricted access area of the Monorail Station Platform depicted on Exhibit D-1.

“Improvements Signage” is defined in Section 8(d).

“Interior Accessways” means those portions of the Improvements legally described on Exhibit D-1 and depicted on Exhibit D-1.

“Monorail Station Platform Addition” means that portion of the third floor of Westlake Center adjacent to the original Monorail Station Platform which is depicted on Exhibit D-1.

“Monorail Station Platform Improvements” is defined in Section 12(e) below and Exhibit J attached.

“Monorail Station Platform Signage” is defined in Section 8(d).

“Monorail/Seattle Center Messaging” means Approved Monorail Messaging and any messaging content that promotes or offers information about any facility, event, or activity at the Seattle Center, including presenting sponsor messaging (e.g., “Nutcracker Ballet at McCaw Hall, presented by Alaska Airlines”).

“Term” means the term of this Agreement, which terminates on the Termination Date defined in Section 26 of the Original Agreement.

Section C. Section 8(b) of the Original Agreement is amended and restated as follows:

(b) Westlake Center, as Grantor, hereby grants to the City, as Grantee, for the benefit of the Monorail Station, an easement in the Monorail Station Platform, including the Monorail Station Platform Addition, and those portions of the Improvements shown on Exhibit D-1 as the Interior Accessway and Exterior Accessway (collectively “Accessways”) for the purpose of pedestrian access between the Improvements and the Monorail Station, in accordance with the purpose for which such Accessways are designed and subject to the provisions of Section 9 below. In addition, the City shall have the right of access through the Improvements to the vault and electrical switches relating to the operation of the Monorail System, Monorail Station Platform and Exterior Accessway.

Section D. After the Effective Date, Westlake Center shall cause all tenants whose premises occupy any portion of Monorail Station Platform Addition to allow reasonable access to the City and the Monorail Concessionaire to such premises to plan Monorail Station Platform Improvements. No later than December 31, 2020, Westlake Center shall cause all tenants whose premises occupy any portion of the Monorail Station Platform Addition to surrender possession to Westlake Center the portion of their premises that lies within the Monorail Station Platform Addition. After the Effective Date, Westlake Center shall grant no new leaseholds or any other exclusive rights that would adversely impact City’s rights hereunder to any portion of the Monorail Station Platform.

Section E. New Sections 8 (d), 8 (e), and 8 (f) are added to the Agreement as follows:

(d) Westlake Center, as Grantor, hereby grants to the City, as Grantee, an easement and exclusive concession license throughout the Monorail Station Platform and in the demising walls, columns, and other surfaces between the Monorail Station Platform and facing into the interior portion of Improvements for the purpose of installing, maintaining, producing and displaying thereupon promotional and informational media, including commercial signage, limited commercial advertising, live entertainment, videos, displays and audio broadcasts, together with related equipment such as monitors, displays, installations, wiring and controls (collectively, the “Monorail Station Platform Signage”), in each case only to the extent specifically provided in this Section 8(d) and expressly subject to Section 9 below. The Monorail Station Platform Signage shall be located in the approved locations identified on Exhibit K, or in such locations otherwise approved by Westlake Center, such approval not to be unreasonably withheld. The Monorail Station Platform Signage may promote any Monorail/Seattle Center Messaging and may also contain commercial advertisements and Westlake Center shall have no right to review or approve such content, provided, however, that, while advertisements may promote specific goods and services that compete with the specific goods and services offered by tenant retailers then located in the interior mall portion of the Improvements, advertising shall not promote any non-tenant retailer that directly competes with any tenant retailer (a “Direct Competitor”). A “retailer” means any business that offers and sells goods and/or services directly to the public. A non-tenant retailer “directly competes with a tenant retailer” if, considering the entire mix of goods and services of each, the non-tenant retailer and tenant retailer offer substantially the same mix of goods and services to the public. *(By way of non-limiting example, an*

advertisement may not promote a non-tenant retailer, such as JC Penny, so long as there is a tenant retailer within the interior portion of the Improvements, such as Saks Off 5th, that offers substantially the same mix of goods and services as the non-tenant retailer, JC Penny, considering the entire mix of goods and services of each. The advertisement could, however, properly promote Izod tennis shirts, even though Saks Off 5th sells Izod or other brands of tennis shirts, so long as there is not an Izod brand specific tennis shirt specialty store in the Improvements.) For clarity, no person or entity, other than the City, shall have any right to install, maintain or display any signage or commercial advertising within the Monorail Station Platform or upon the demising walls, columns, and other surfaces between the Monorail Station Platform and facing into the interior portion of Improvements, subject, however, to Westlake Center's reserved rights set forth below in this Section 8(d). The City's exercise of its Monorail Station Platform Signage rights shall not impede pedestrian traffic to, from and within the Exterior Accessway, it being agreed that, in any event, the City shall have the right to restrict access to the Fare Area set forth in Section 9(b)(xii). From time to time, the City may relocate, replace and make additions to its physical signs and related equipment within the Monorail Station Platform and upon the demising walls, columns, and other surfaces between the Monorail Station Platform and facing into the interior portion of Improvements, provided the same are within the approved locations designated on Exhibit K or in such other locations approved by Westlake Center, such approval not to be unreasonably withheld. No later than the end of the Term, the City shall remove, at its own expense, the Monorail Station Platform Signage and the City shall repair, at its own expense, any damage caused by such removal. Westlake Center reserves the right on the Monorail Station Platform, at its

sole cost and expense, to install, maintain, service and use not more than two commercial vending machines at locations on the platform that are approved by the City, such approval not to be unreasonably withheld; provided that the City may reasonably withhold its approval of any location that would, in the City's reasonable discretion, impede pedestrian traffic or interfere with the City's control of the Fare Area. Westlake Center reserves the right on the Monorail Station Platform, at its sole cost and expense, to install, maintain and service signage that is required by law (*i.e.*, to meet statutory and regulatory requirements), but not signage for any other use or purpose.

(e) Westlake Center, as Grantor, hereby grants to the City, as Grantee, a non-exclusive easement in certain interior and exterior locations of the Improvements (1) depicted on Exhibit K (the "Improvements Signage") for the purpose of installing and maintaining equipment (such as, monitors, displays, installations, wiring, and controls) to display certain signage and (2) for the purpose of installing and operating self-serve Monorail ticket vending machines in exact locations to be proposed by SMS and approved by Owner, such approval to not be unreasonably withheld, at the basement mezzanine entrance (up to two machines) and at the 3rd floor mall atrium (up to five machines) both only to the extent expressly provided in this Section 8(e) and subject to the provisions of Section 9. The City's right to install signage and self-serve Monorail ticket vending machines under this Section 8(e) shall be limited as follows:

- (i) Exterior banner signage will only identify the Monorail and its location within the Improvements; and

- (ii) Exterior digital signage and self-serve Monorail ticket vending machines may contain Monorail/Seattle Center Messaging, provided, however, if any Monorail/Seattle Center Messaging is sponsored by a Direct Competitor, such Monorail/Seattle Center Messaging may include the name of the sponsor only and shall be prohibited from promoting the goods and/or services offered or sold by such sponsor; and
- (iii) Digital and non-digital signage and signage for self-serve Monorail ticket vending machines installed on the interior of the Improvements (excluding the Monorail Station Platform Signage) will be limited to Approved Monorail Messaging, and the location of any such signage shall be subject to Westlake Center's reasonable approval and may be relocated, upon prior written notice to the City and at Westlake Center's sole cost and expense, as Westlake Center deems necessary (in its reasonable discretion).

Provided that the Improvements Signage complies with the content limitations of subsections 8(e)(i) through (iii) above, Westlake Center shall have no right to review or approve such content. The City may request that Westlake Center approve (y) relocation of self-serve Monorail ticket vending machines and/or (z), replacement and additions to the signage locations on Exhibit K, which approval may not be unreasonably withheld. Westlake Center shall use commercially reasonable efforts (i) to prevent visual obstruction of any Approved Monorail Messaging signage located in or on the Improvements and (ii) to prevent visual or physical obstruction to the self-serve Monorail ticket vending machines.

(f) Upon prior written notice to Westlake Center, the City may exercise any of its easement rights under Sections 8(d) and 8(e) through a concessionaire or other third-party designee. Subject to this Section 8(f), the City or its designee or concessionaire shall have the right to sublicense the rights under Sections 8(d) and 8(e) to a third-party on terms consistent with the rights and limitations granted to the City under this Agreement. Notwithstanding the foregoing, in no event shall the existence of any concession agreement, sublicense or other designation of the City's rights and obligations hereunder extinguish or diminish the City's obligations under this Agreement.

Section F. Section 9(a)(iv) of the Agreement is amended and restated; and new Sections 9(b) (xii) through (xiv) are added to the Agreement.

Restated 9(a)(iv) is amended and restated as follows:

“(iv) Use any sound making device; provided, however that the City may use audio broadcasts only on the Monorail Station Platform as part of its exercise of easement and exclusive concession license rights under Section 8(d) so long as the broadcasts are at a reasonable sound volume. For clarity, the City may not make audio broadcasts in any portion of the Improvements other than the Monorail Station Platform.

With respect to paragraphs (i) through (iv) above, neither of the parties hereto shall be deemed to be in default hereunder so long as such party uses reasonable effort to halt or prevent any such act or acts from taking place on property under its control. To the extent permitted by law, each of the parties shall have the right to deny access to or exclude from the Easement Areas any person engaged in the commission of any such act or acts or to restrain any such person from coming upon the Easement Areas. In so

acting, such party shall not be deemed to be the agent of any other party, unless expressly authorized or directed in writing to do so by such other party.

New Sections 9(b) (xii) through (xiv) are added as follows:

(xii) The City shall have the right to restrict access to the Fare Area to only those individuals (i) who pay the applicable fare or fare equivalent to ride the Monorail or (ii) who are non-fare paying but are otherwise authorized by the City, its concessionaire, or Westlake Center. To implement its right to restrict access to the Fare Area, the City is authorized to manage pedestrian traffic on the Monorail Station Platform and to construct, control and maintain improvements, including the Monorail Station Platform Improvements described in Exhibit J.

(xiii) Westlake Center shall not permit any tenant, guest or invitee to install or maintain any improvement, temporary or otherwise, that obstructs the view of or access to any approved signage or to the customer service kiosk on the Monorail Station Platform.

(xiv) The City, at its own expense, shall obtain all permits, trademark and copyright approvals and licenses for the exercise of its easement rights to install and display Monorail/Seattle Center signage and Monorail Station Platform Signage.

Section G. The second sentence of Section 11(d) of the Original Agreement is amended and restated as follows:

For purposes of this provision, the peak base ridership volume is six thousand (6,000) passengers per hour in each direction of travel.

Section H. New Section 12 (e) is added to the Original Agreement as follows:

(e) Westlake Center hereby authorizes the City or its concessionaire to construct new capital improvements to the Monorail Station Platform and Exterior Accessway at its own expense, enlarging the station area, adding signage, and increasing the platform capacity (“the Monorail Station Platform Improvements”). The parties acknowledge that the City intends for its current concessionaire, Seattle Monorail Services, LLC, to construct the Monorail Station Platform Improvements. Additionally, the parties acknowledge that Westlake Center has entered into a separate easement with the concessionaire (the “SMS Easement”), and that the SMS Easement authorizes the concessionaire to construct additional improvements and the Monorail Station Platform Improvements as a unified project whether under the terms of a work letter or separate construction agreement. Accordingly, unless the City agrees in writing to assume any obligations with respect to the design and construction of the Monorail Station Platform Improvements, the City shall have no liability arising from the design and construction of the Monorail Station Platform Improvements. The Monorail Station Platform Improvements are further described in Exhibit J.

Section I. The following new paragraph is added to Section 13 of the Original Agreement:

In addition to the monthly amount stipulated above, the City shall (i) reimburse Westlake Center for actual out-of-pocket construction costs associated with relocating

Matcha Maiko Café from its approximately 600 square foot premises (the “Former MM Space”) within the Monorail Station Platform Addition to other space within the Westlake Mall, and (ii) beginning the first day of the month following completion of relocation and delivery of the Former MM Space to the City and on or before the first day of each month thereafter during the Term, the City shall pay Westlake Center the sum of \$3,167.00 per month. Such monthly amount shall be increased annually pursuant to an adjustment based on the Consumer Price Index, which adjustment is more fully described on Exhibit F. At the City’s request (within 30 days), Westlake Center shall provide the City with records and supporting information to verify the amount of the actual out-of-pocket construction costs associated with relocating the Matcha Maiko Café.”

Section J. Section 16 of the Original Agreement is amended by adding the following paragraph:

“FOR THE SOLE PURPOSE OF GIVING FULL FORCE AND EFFECT TO THE INDEMNIFICATION OBLIGATIONS UNDER THIS AGREEMENT AND NOT FOR THE BENEFIT OF ANY EMPLOYEES OR ANY THIRD PARTIES UNRELATED TO THE PARTIES INDEMNIFIED UNDER THIS AGREEMENT, EACH PARTY SPECIFICALLY AND EXPRESSLY WAIVES ANY IMMUNITY THAT MAY BE GRANTED IT UNDER THE WASHINGTON STATE INDUSTRIAL INSURANCE ACT, TITLE 51 RCW. THE PARTIES ACKNOWLEDGE THAT THE INDEMNIFICATION PROVISIONS OF THIS SECTION 16 WERE SPECIFICALLY NEGOTIATED AND AGREED UPON

BY THEM AND SHALL SURVIVE THE TERMINATION OF THIS
AGREEMENT.”

Section K. Representations and Warranties.

- (i) The City represents and warrants that it is a validly existing municipal corporation and that it has obtained all necessary approvals and is duly authorized to enter into this Second Addendum. The City further represents and warrants that entering into this Second Addendum does not conflict with any other contractual obligation of the City.
- (ii) Westlake Center represents and warrants that it is a validly existing entity under the laws of the State of Delaware and that it has obtained all necessary approvals and is duly authorized to enter into this Second Addendum. Westlake Center further represents that entering into this Second Addendum does not conflict with any other contractual obligation of Westlake Center.

Section L. Notices.

The addresses for notice to each party under Section 29 of the Original Agreement are updated as follows:

IF TO THE CITY:	Attention: Seattle Center Director
	Seattle Center
	305 Harrison Street
	Seattle, WA 98109

IF TO WESTLAKE CENTER:	Westlake Center LLC
------------------------	---------------------

c/o Brookfield Properties

350 N. Orleans Street, Suite 300

Chicago, Illinois 60654

Attention: General Counsel

with a copy to:

Westlake Center LLC

400 Pine Street

Seattle, Washington 98101

Attention: General Manager

Section M. The Original Agreement is in full force and effect, subject to and as amended by the provisions of this Second Addendum. This Second Addendum is being entered into for the sole purpose of (i) granting certain easement rights to the City to accommodate expansion of the Monorail Station Platform and to provide the City's rights for signage and Monorail/Seattle Center Messaging and (ii) amending the Original Agreement to support such expansion and grant of rights. The parties intend for all costs, expenses and liability (subject to Section 16 of the Original Agreement and Westlake's performance of its other duties under this Agreement) for such expansion to be borne by the City, or its concessionaire with respect to the Monorail Station Platform Improvements, in full.

Section N. All references to the Agreement shall mean and include the Original Agreement and this Second Addendum. As amended hereby, the Agreement remains in

full force and effect. Terms that are capitalized but not otherwise defined herein shall have the meaning set forth in the Original Agreement. In the event of any conflict or inconsistency between any provision of this Second Addendum, on the one hand, and any provision of the Original Agreement, on the other hand, then the conflicting or inconsistent provision of this Second Addendum shall control to the extent necessary to resolve the conflict. This Second Addendum, including the exhibits hereto, is the entire agreement between the Parties concerning the subject matter hereof. The Second Addendum is effective from and after the Effective Date. All further amendments shall be in writing and signed by the parties. This Second Addendum may be executed in counterparts. Any Party is authorized to record this Second Addendum in the public records of King County, Washington.

Dated and effective as of the Effective Date.

WESTLAKE CENTER, LLC

By: _____
_____ (print name)
Its: _____

STATE OF _____)
_____) ss.
COUNTY OF _____)

On this ____ day of _____, 2020, before me personally appeared _____, to me known to be the _____ of the limited liability company that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said limited liability company, for the uses and purposes therein mentioned, and on oath stated that he/she/it was authorized to execute said instrument.

SUBSCRIBED AND SWORN TO before me this ____ day of _____, 2020.

(seal or stamp)

NOTARY PUBLIC
in and for the State of _____
Residing
at _____
My commission
expires _____

THE CITY OF SEATTLE

By: _____
 _____ (print name)
 Its: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this ____ day of _____, 2020, before me personally appeared _____, to me known to be the _____ of the City of Seattle that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute said instrument.

SUBSCRIBED AND SWORN TO before me this _____ day of _____, 2020.

(seal or stamp)

NOTARY PUBLIC
in and for the State of Washington
Residing
at _____
My commission
expires _____

EXHIBIT D-1

(Monorail Station Platform, Monorail Station Platform Addition, Fare Area, Exterior
Accessway, and Interior Accessway

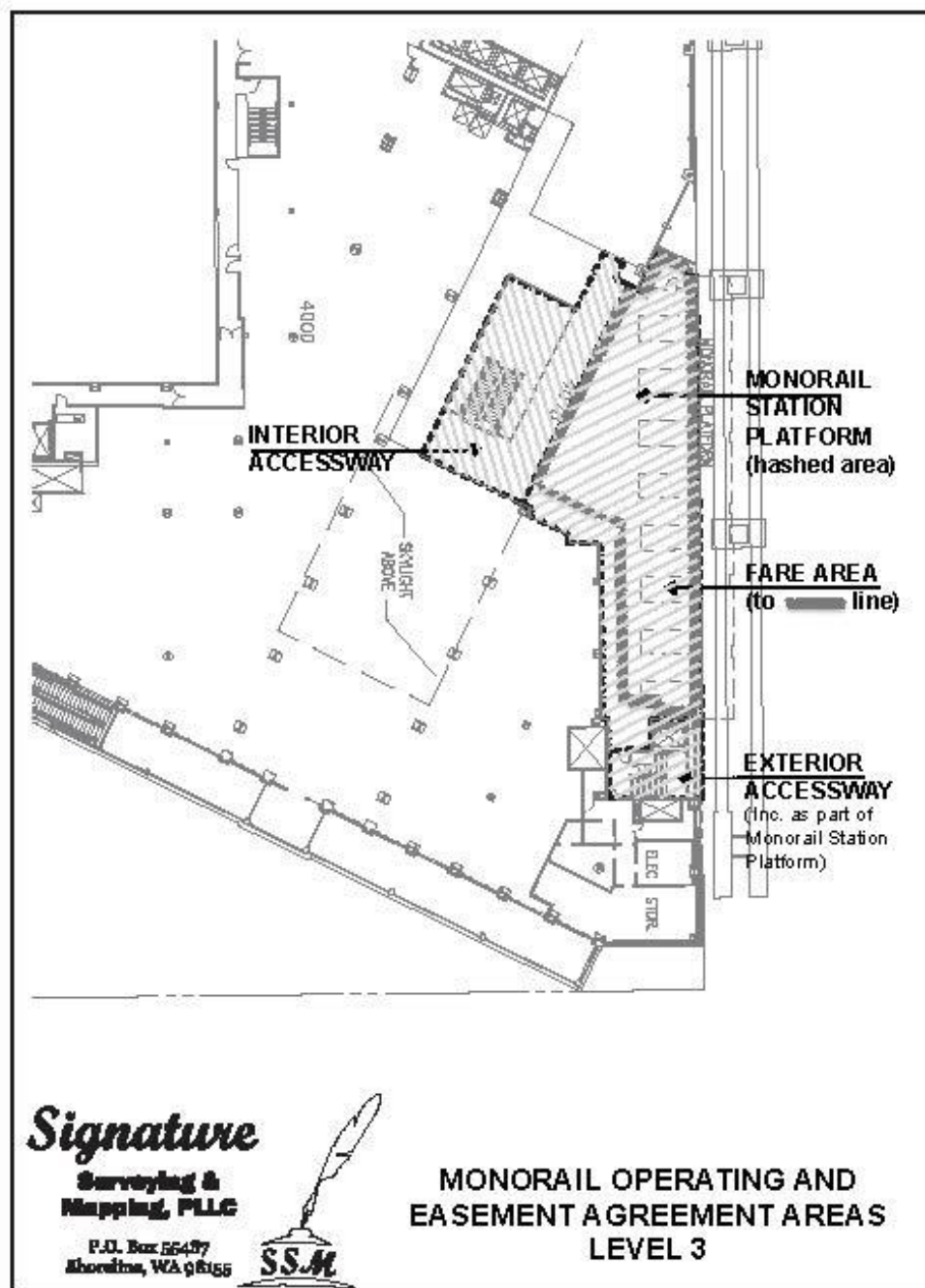


Exhibit D-1

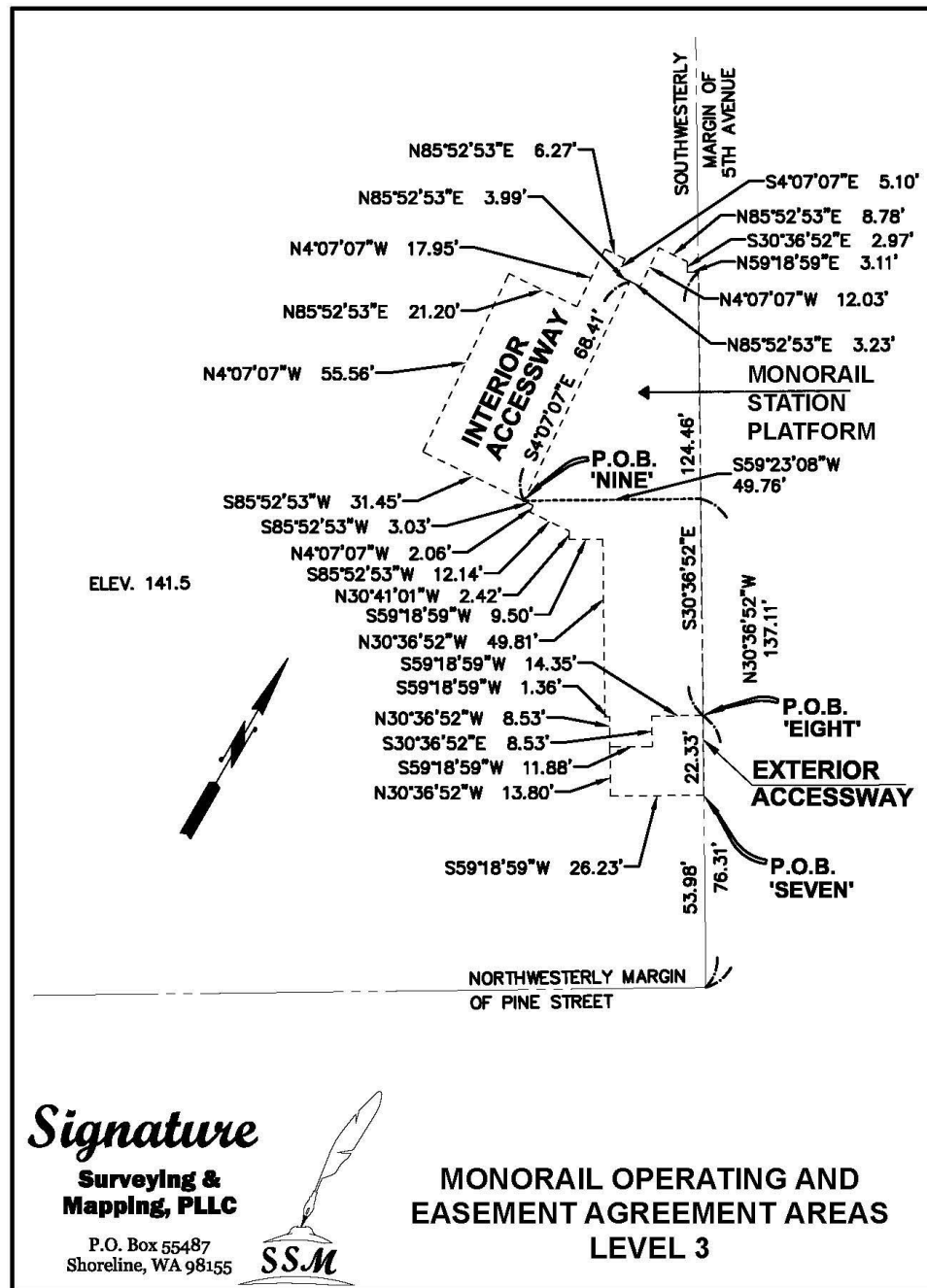


Exhibit D-1

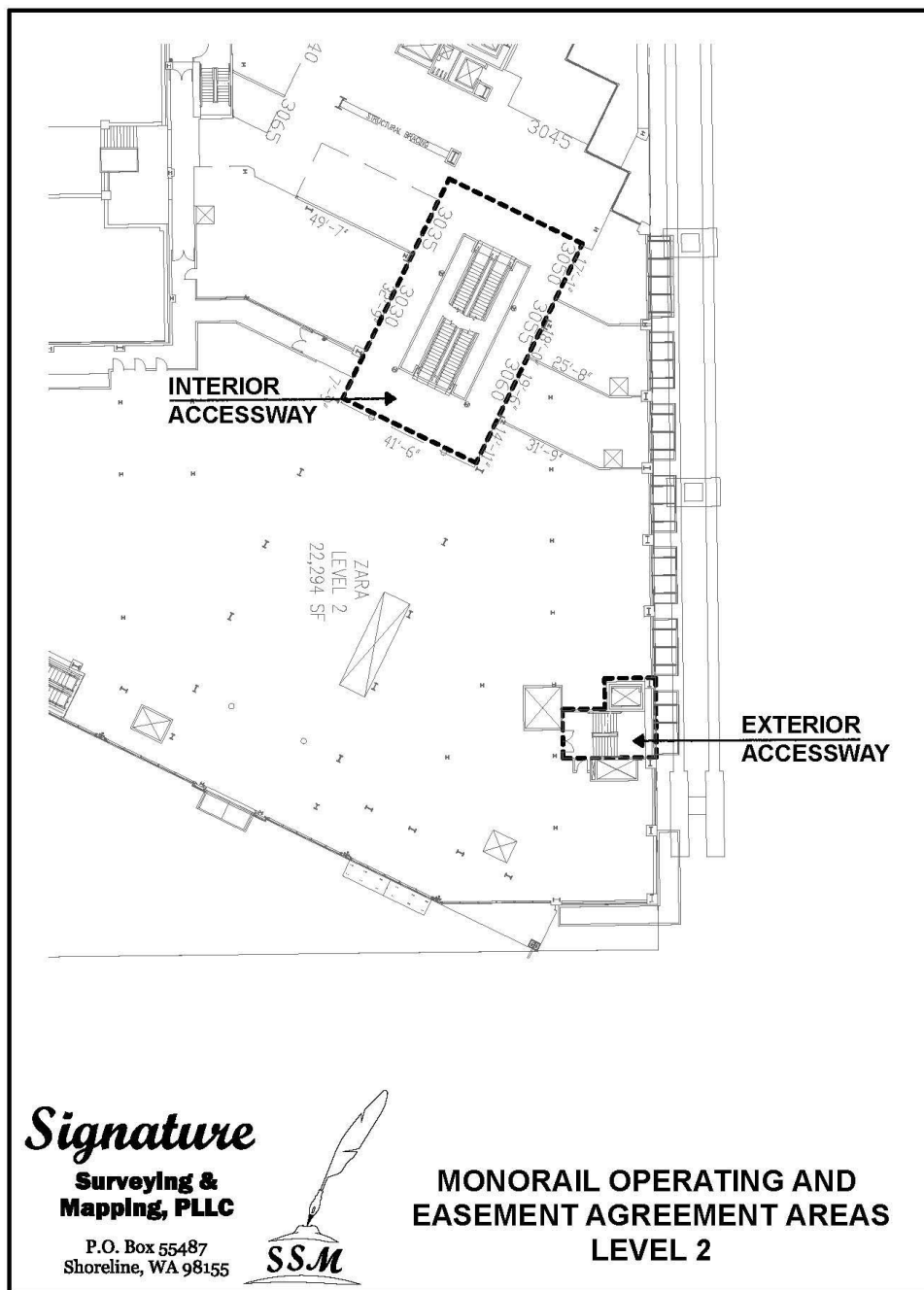


Exhibit D-1

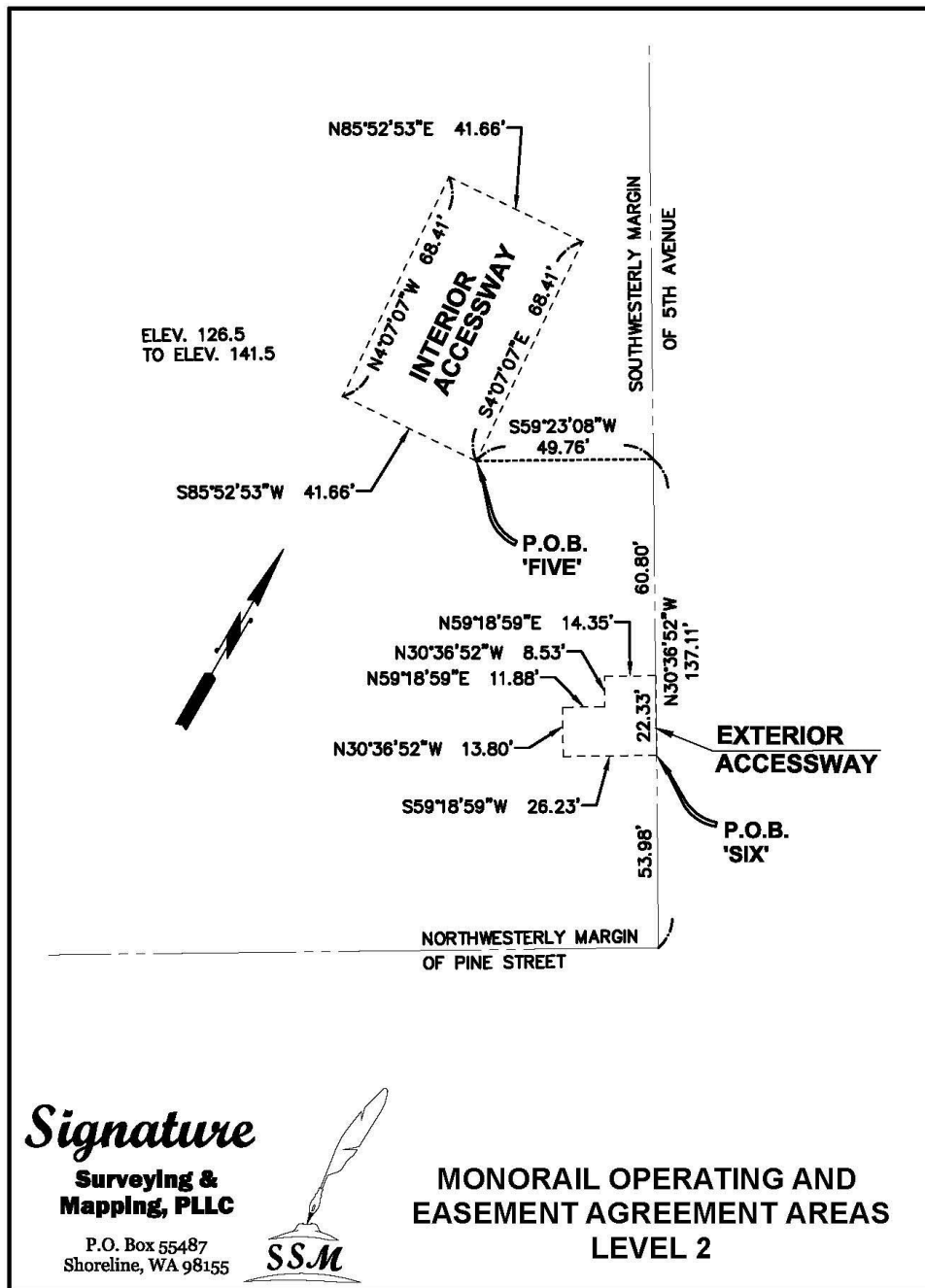


Exhibit D-1

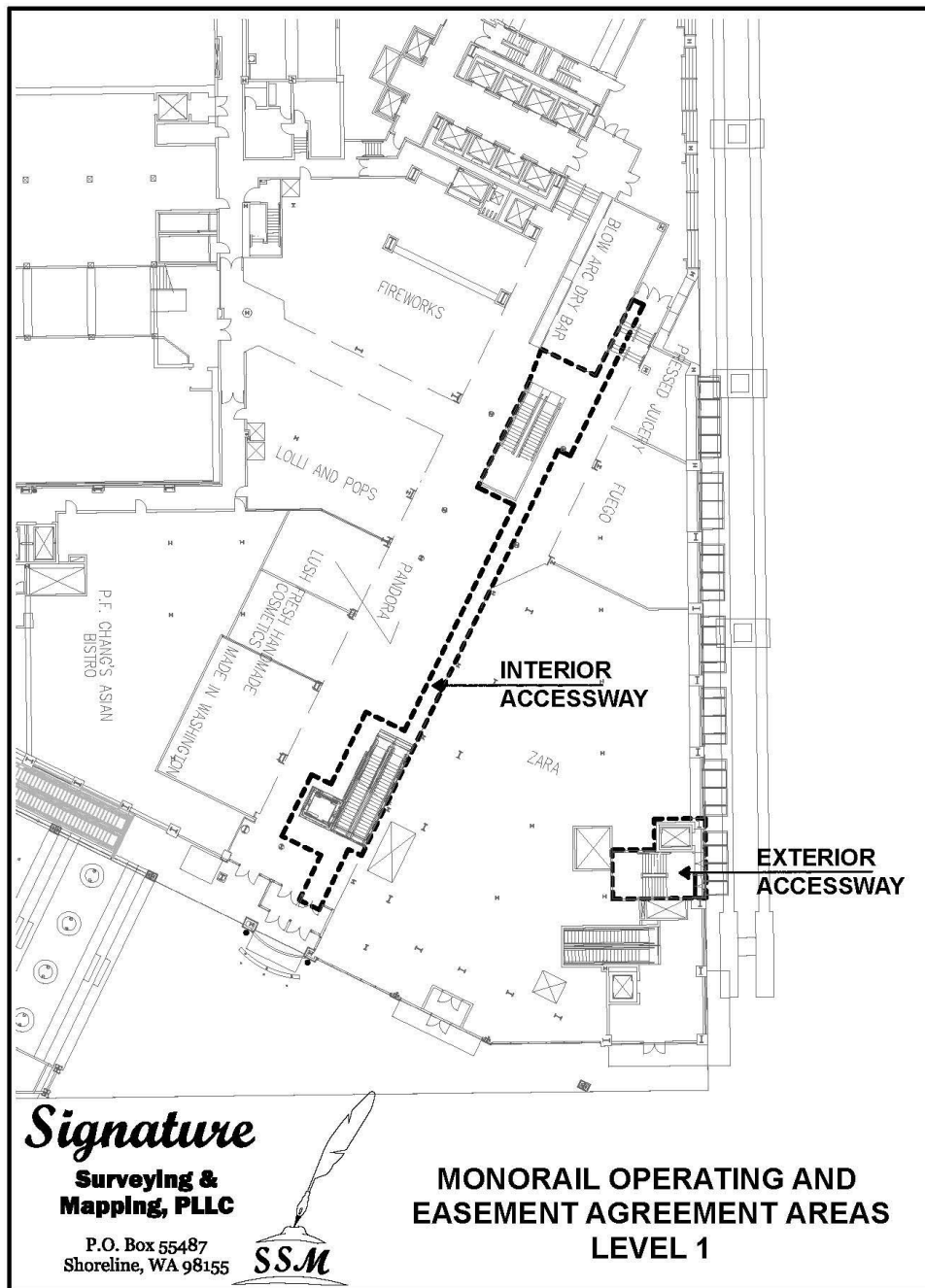


Exhibit D-1

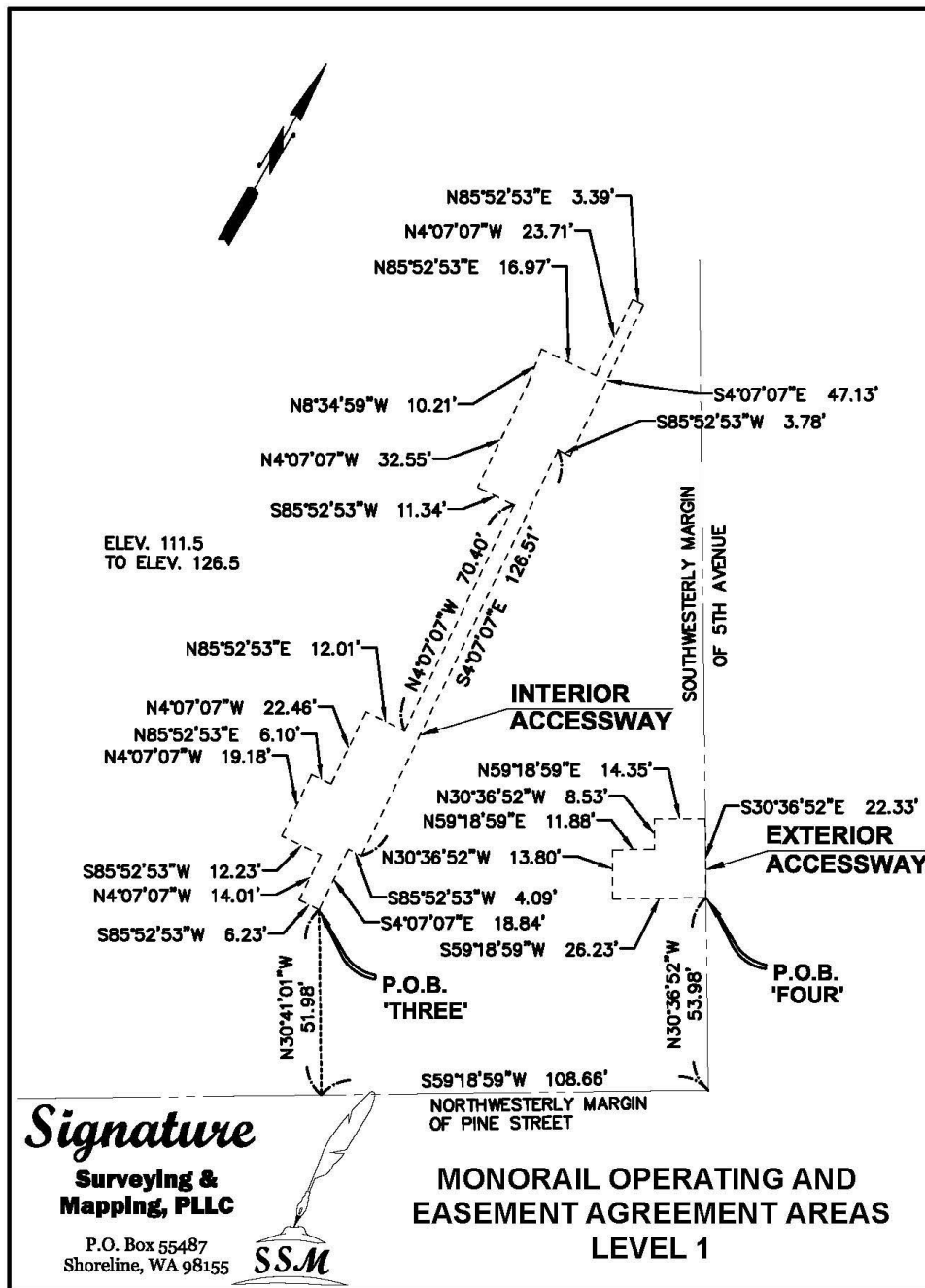


Exhibit D-1

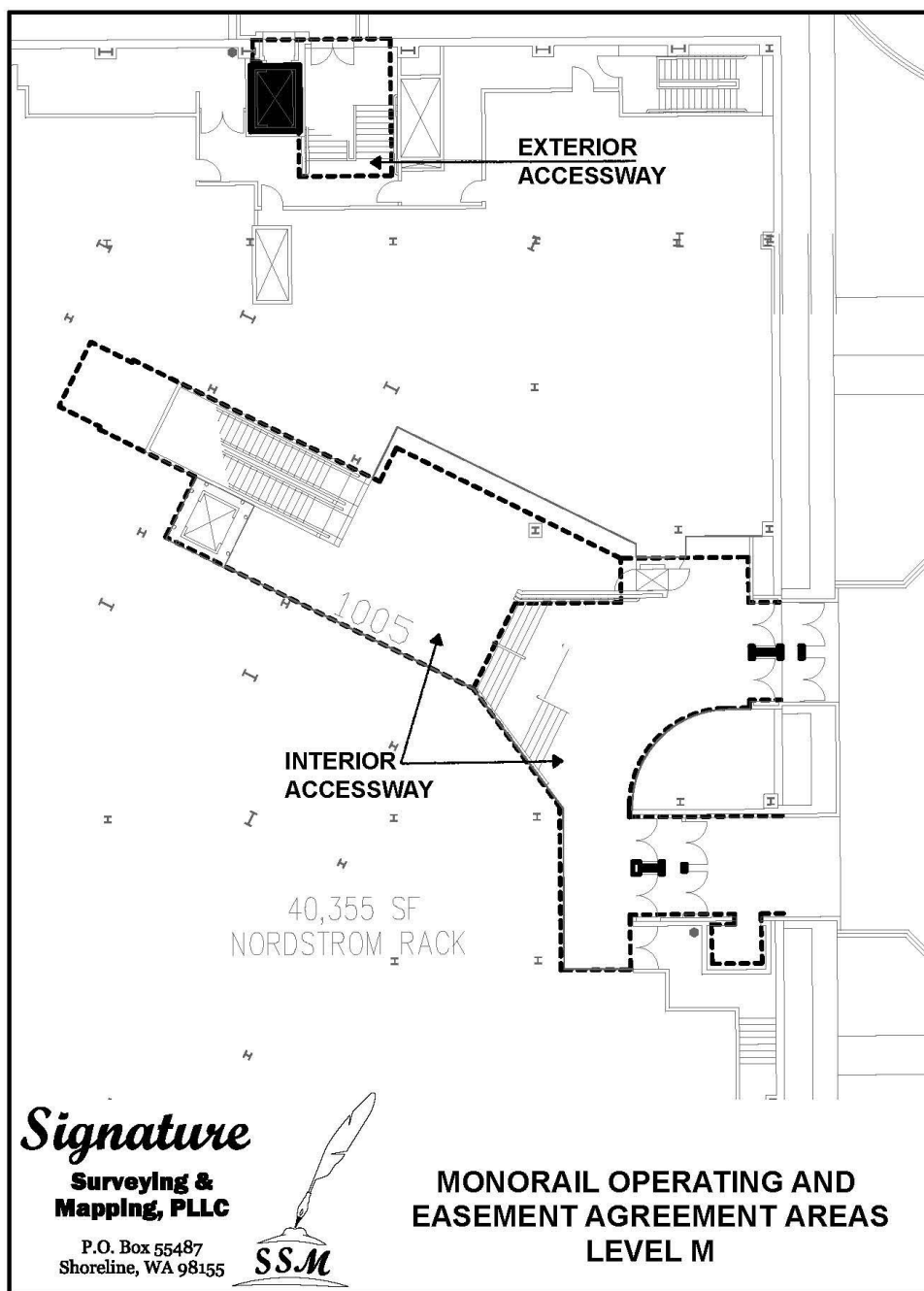


Exhibit D-1

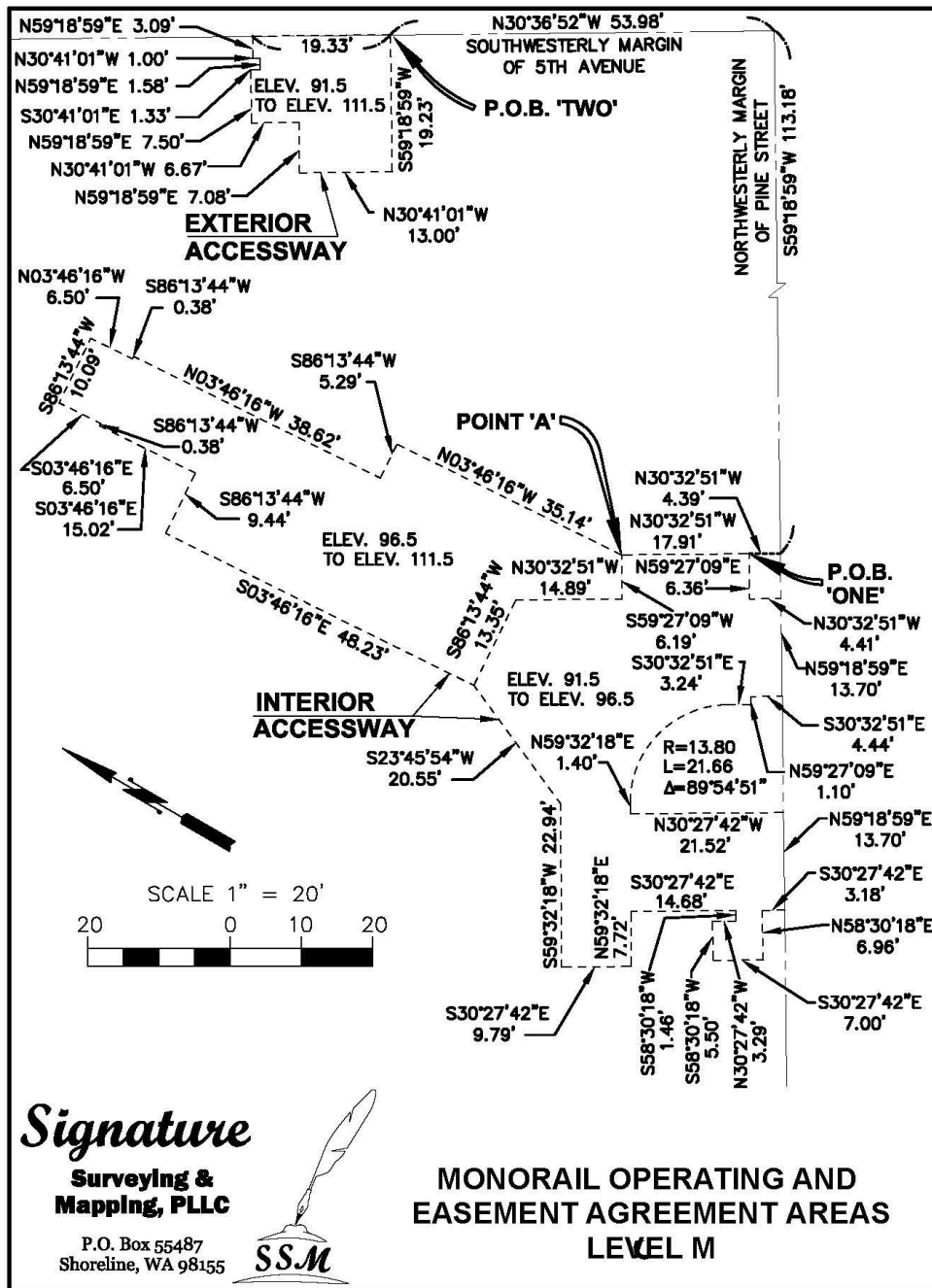


Exhibit D-1

**INTERIOR ACCESSWAY
LEGAL DESCRIPTION**

THAT PORTION OF LOTS 1, 11, AND 12 (INCLUDING THE PORTIONS THEREOF LYING WITHIN VACATED WESTLAKE AVENUE AS VACATED BY CITY OF SEATTLE ORDINANCE NUMBER 113078, AND VACATED ALLEY AS VACATED BY CITY OF SEATTLE ORDINANCE NUMBER 113078), BLOCK 1, ADDITION TO THE TOWN OF SEATTLE AS LAID OFF BY THE HEIRS OF SARAH A. BELL, DECEASED (COMMONLY KNOWN AS HEIRS OF SARAH A. BELL'S ADDITION TO THE TOWN OF SEATTLE), ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 1 OF PLATS, PAGE 103, IN KING COUNTY, WASHINGTON, SITUATE IN THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 31, TOWNSHIP 25 NORTH, RANGE 4 EAST, W.M., DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE SOUTHWESTERLY MARGIN OF 5TH AVENUE AND THE NORTHWESTERLY MARGIN OF PINE STREET AS ESTABLISHED UNDER ORDINANCE NUMBER 14500 OF THE CITY OF SEATTLE;
THENCE SOUTH 59°18'59" WEST 113.18 FEET ALONG THE NORTHWESTERLY MARGIN OF PINE STREET;
THENCE NORTH 30°32'51" WEST 4.39 FEET TO **POINT OF BEGINNING 'ONE'**;
THENCE NORTH 30°32'51" WEST 17.91 FEET TO A POINT HEREINAFTER REFERED TO AS **POINT 'A'**;
THENCE SOUTH 59°27'09" WEST 6.19 FEET;
THENCE NORTH 30°32'51" WEST 14.89 FEET;
THENCE SOUTH 86°13'44" WEST 13.35 FEET;
THENCE SOUTH 23°45'54" WEST 20.55 FEET;
THENCE SOUTH 59°32'18" WEST 22.94 FEET;
THENCE SOUTH 30°27'42" EAST 9.79 FEET;
THENCE NORTH 59°32'18" EAST 7.72 FEET;
THENCE SOUTH 30°27'42" EAST 14.68 FEET;
THENCE SOUTH 58°30'18" WEST 1.46 FEET;
THENCE NORTH 30°27'42" WEST 3.29 FEET;
THENCE SOUTH 58°30'18" WEST 5.50 FEET;
THENCE SOUTH 30°27'42" EAST 7.00 FEET;
THENCE NORTH 58°30'18" EAST 6.96 FEET;
THENCE SOUTH 30°27'42" EAST 3.18 FEET TO THE NORTHWESTERLY MARGIN OF PINE STREET;
THENCE NORTH 59°18'59" EAST 13.70 FEET ALONG THE NORTHWESTERLY MARGIN OF PINE STREET;
THENCE NORTH 30°27'42" WEST 21.52 FEET;
THENCE NORTH 59°32'18" EAST 1.40 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 13.80 FEET;
THENCE EASTERLY ALONG THE ARC OF SAID CURVE PASSING THROUGH A CENTRAL ANGLE OF 89°54'51" A DISTANCE OF 21.66 FEET;
THENCE SOUTH 30°32'51" EAST 3.24 FEET;

THENCE NORTH 59°27'09" EAST 1.10 FEET;
THENCE SOUTH 30°32'51" EAST 4.44 FEET TO THE NORTHWESTERLY MARGIN OF PINE STREET;
THENCE NORTH 59°18'59" EAST 13.70 FEET ALONG THE NORTHWESTERLY MARGIN OF PINE STREET;
THENCE NORTH 30°32'51" WEST 4.41 FEET;
THENCE NORTH 59°27'09" EAST 6.36 FEET TO **POINT OF BEGINNING 'ONE'**.

LYING BETWEEN ELEVATION 91.5 AND 96.5 FEET, CITY OF SEATTLE VERTICAL DATUM.

CONTAINING 1,518 SQUARE FEET MORE OR LESS.

TOGETHER WITH THE FOLLOWING:

BEGINNING AT THE HEREINBEFORE MENTIONED **POINT 'A'**;
THENCE NORTH 03°46'16" WEST 35.14 FEET;
THENCE SOUTH 86°13'44" WEST 5.29 FEET;
THENCE NORTH 03°46'16" WEST 38.62 FEET;
THENCE SOUTH 86°13'44" WEST 0.38 FEET;
THENCE NORTH 03°46'16" WEST 6.50 FEET;
THENCE SOUTH 86°13'44" WEST 10.09 FEET;
THENCE SOUTH 03°46'16" EAST 6.50 FEET;
THENCE SOUTH 86°13'44" WEST 0.38 FEET;
THENCE SOUTH 03°46'16" EAST 15.02 FEET;
THENCE SOUTH 86°13'44" WEST 9.44 FEET;
THENCE SOUTH 03°46'16" EAST 48.23 FEET;
THENCE NORTH 86°13'44" EAST 13.35 FEET;
THENCE SOUTH 30°32'51" EAST 14.89 FEET;
THENCE NORTH 59°27'09" EAST 6.19 FEET TO **POINT 'A'**.

LYING BETWEEN ELEVATION 96.5 AND 111.5 FEET, CITY OF SEATTLE VERTICAL DATUM.

CONTAINING 1,448 SQUARE FEET MORE OR LESS.

TOGETHER WITH THE FOLLOWING:

COMMENCING AT THE INTERSECTION OF THE SOUTHWESTERLY MARGIN OF 5TH AVENUE AND THE NORTHWESTERLY MARGIN OF PINE STREET AS ESTABLISHED UNDER ORDINANCE NUMBER 14500 OF THE CITY OF SEATTLE;
THENCE SOUTH 59°18'59" WEST 108.66 FEET ALONG THE NORTHWESTERLY MARGIN OF PINE STREET;
THENCE NORTH 30°41'01" WEST 51.98 FEET TO **POINT OF BEGINNING 'THREE'**;
THENCE SOUTH 85°52'53" WEST 6.23 FEET;
THENCE NORTH 04°07'07" WEST 14.01 FEET;

THENCE SOUTH 85°52'53" WEST 12.23 FEET;
THENCE NORTH 04°07'07" WEST 19.18 FEET;
THENCE NORTH 85°52'53" EAST 6.10 FEET;
THENCE NORTH 04°07'07" WEST 22.46 FEET;
THENCE NORTH 85°52'53" EAST 12.01 FEET;
THENCE NORTH 04°07'07" WEST 70.40 FEET;
THENCE SOUTH 85°52'53" WEST 11.34 FEET;
THENCE NORTH 04°07'07" WEST 32.55 FEET;
THENCE NORTH 08°34'59" WEST 10.21 FEET;
THENCE NORTH 85°52'53" EAST 16.97 FEET;
THENCE NORTH 04°07'07" WEST 23.71 FEET;
THENCE NORTH 85°52'53" EAST 3.39 FEET;
THENCE SOUTH 04°07'07" EAST 47.13 FEET;
THENCE SOUTH 85°52'53" WEST 3.78 FEET;
THENCE SOUTH 04°07'07" EAST 126.51 FEET;
THENCE SOUTH 85°52'53" WEST 4.09 FEET;
THENCE SOUTH 04°07'07" EAST 18.84 FEET TO **POINT OF BEGINNING 'THREE'**;

LYING BETWEEN ELEVATION 111.5 AND 126.5 FEET, CITY OF SEATTLE VERTICAL DATUM.

CONTAINING 2,029 SQUARE FEET MORE OR LESS.

TOGETHER WITH THE FOLLOWING:

COMMENCING AT THE INTERSECTION OF THE SOUTHWESTERLY MARGIN OF 5TH AVENUE AND THE
NORTHWESTERLY MARGIN OF PINE STREET AS ESTABLISHED UNDER ORDINANCE NUMBER 14500 OF
THE CITY OF SEATTLE;
THENCE NORTH 30°36'52" WEST 137.11 FEET ALONG THE SOUTHWESTERLY MARGIN OF 5TH AVENUE;
THENCE SOUTH 59°23'08" WEST 49.76 FEET TO **POINT OF BEGINNING 'FIVE'**;
THENCE SOUTH 85°52'53" WEST 41.66 FEET;
THENCE NORTH 04°07'07" WEST 68.41 FEET;
THENCE NORTH 85°52'53" EAST 41.66 FEET;
THENCE SOUTH 04°07'07" EAST 68.41 FEET TO **POINT OF BEGINNING 'FIVE'**;

LYING BETWEEN ELEVATION 126.5 AND 141.5 FEET, CITY OF SEATTLE VERTICAL DATUM.

CONTAINING 2,850 SQUARE FEET MORE OR LESS.

TOGETHER WITH THE FOLLOWING:

COMMENCING AT THE INTERSECTION OF THE SOUTHWESTERLY MARGIN OF 5TH AVENUE AND THE NORTHWESTERLY MARGIN OF PINE STREET AS ESTABLISHED UNDER ORDINANCE NUMBER 14500 OF THE CITY OF SEATTLE;
THENCE NORTH 30°36'52" WEST 137.11 FEET ALONG THE SOUTHWESTERLY MARGIN OF 5TH AVENUE;
THENCE SOUTH 59°23'08" WEST 49.76 FEET TO **POINT OF BEGINNING 'NINE'**;
THENCE SOUTH 85°52'53" WEST 31.45 FEET;
THENCE NORTH 04°07'07" WEST 55.56 FEET;
THENCE NORTH 85°52'53" EAST 21.20 FEET;
THENCE NORTH 04°07'07" WEST 17.95 FEET;
THENCE NORTH 85°52'53" EAST 6.27 FEET;
THENCE SOUTH 04°07'07" EAST 5.10 FEET;
THENCE NORTH 85°52'53" EAST 3.99 FEET;
THENCE SOUTH 04°07'07" EAST 68.41 FEET TO **POINT OF BEGINNING 'NINE'**;

LYING AT ELEVATION 141.5 FEET, CITY OF SEATTLE VERTICAL DATUM, AND THE TERMINUS OF THIS DESCRIPTION.

CONTAINING 1,911 SQUARE FEET MORE OR LESS.

**EXTERIOR ACCESSWAY
LEGAL DESCRIPTION**

THAT PORTION OF LOTS 1, 11, AND 12 (INCLUDING THE PORTIONS THEREOF LYING WITHIN VACATED WESTLAKE AVENUE AS VACATED BY CITY OF SEATTLE ORDINANCE NUMBER 113078, AND VACATED ALLEY AS VACATED BY CITY OF SEATTLE ORDINANCE NUMBER 113078), BLOCK 1, ADDITION TO THE TOWN OF SEATTLE AS LAID OFF BY THE HEIRS OF SARAH A. BELL, DECEASED (COMMONLY KNOWN AS HEIRS OF SARAH A. BELL'S ADDITION TO THE TOWN OF SEATTLE), ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 1 OF PLATS, PAGE 103, IN KING COUNTY, WASHINGTON, SITUATE IN THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 31, TOWNSHIP 25 NORTH, RANGE 4 EAST, W.M., DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE SOUTHWESTERLY MARGIN OF 5TH AVENUE AND THE NORTHWESTERLY MARGIN OF PINE STREET AS ESTABLISHED UNDER ORDINANCE NUMBER 14500 OF THE CITY OF SEATTLE;

THENCE NORTH 30°36'52" WEST 53.98 FEET, ALONG THE SOUTHWESTERLY MARGIN OF 5TH AVENUE, TO **POINT OF BEGINNING 'TWO'**;

THENCE SOUTH 59°18'59" WEST 19.23 FEET;

THENCE NORTH 30°41'01" WEST 13.00 FEET;

THENCE NORTH 59°18'59" EAST 7.08 FEET;

THENCE NORTH 30°41'01" WEST 6.67 FEET;

THENCE NORTH 59°18'59" EAST 7.50 FEET;

THENCE SOUTH 30°41'01" EAST 1.33 FEET;

THENCE NORTH 59°18'59" EAST 1.58 FEET;

THENCE NORTH 30°41'01" WEST 1.00 FEET;

THENCE NORTH 59°18'59" EAST 3.09 FEET TO THE SOUTHWESTERLY MARGIN OF 5TH AVENUE;

THENCE SOUTH 30°36'52" EAST 19.33 FEET, ALONG THE SOUTHWESTERLY MARGIN OF 5TH AVENUE, TO **POINT OF BEGINNING 'TWO'**.

LYING BETWEEN ELEVATION 91.5 AND 111.5 FEET, CITY OF SEATTLE VERTICAL DATUM.

CONTAINING 328 SQUARE FEET MORE OR LESS.

TOGETHER WITH THE FOLLOWING:

COMMENCING AT THE INTERSECTION OF THE SOUTHWESTERLY MARGIN OF 5TH AVENUE AND THE NORTHWESTERLY MARGIN OF PINE STREET AS ESTABLISHED UNDER ORDINANCE NUMBER 14500 OF THE CITY OF SEATTLE;

THENCE NORTH 30°36'52" WEST 53.98 FEET, ALONG THE SOUTHWESTERLY MARGIN OF 5TH AVENUE, TO **POINT OF BEGINNING 'FOUR'**;

THENCE SOUTH 59°18'59" WEST 26.23 FEET;
THENCE NORTH 30°36'52" WEST 13.80 FEET;
THENCE NORTH 59°18'59" EAST 11.88 FEET;
THENCE NORTH 30°36'52" WEST 8.53 FEET;
THENCE NORTH 59°18'59" EAST 14.35 FEET TO THE SOUTHWESTERLY MARGIN OF 5TH AVENUE;
THENCE SOUTH 30°36'52" EAST 22.33 FEET, ALONG THE SOUTHWESTERLY MARGIN OF 5TH AVENUE, TO **POINT OF BEGINNING 'FOUR'**.

LYING BETWEEN ELEVATION 111.5 AND 126.5 FEET, CITY OF SEATTLE VERTICAL DATUM.

CONTAINING 485 SQUARE FEET MORE OR LESS.

TOGETHER WITH THE FOLLOWING:

COMMENCING AT THE INTERSECTION OF THE SOUTHWESTERLY MARGIN OF 5TH AVENUE AND THE NORTHWESTERLY MARGIN OF PINE STREET AS ESTABLISHED UNDER ORDINANCE NUMBER 14500 OF THE CITY OF SEATTLE;
THENCE NORTH 30°36'52" WEST 53.98 FEET, ALONG THE SOUTHWESTERLY MARGIN OF 5TH AVENUE, TO **POINT OF BEGINNING 'SIX'**;
THENCE SOUTH 59°18'59" WEST 26.23 FEET;
THENCE NORTH 30°36'52" WEST 13.80 FEET;
THENCE NORTH 59°18'59" EAST 11.88 FEET;
THENCE NORTH 30°36'52" WEST 8.53 FEET;
THENCE NORTH 59°18'59" EAST 14.35 FEET TO THE SOUTHWESTERLY MARGIN OF 5TH AVENUE;
THENCE SOUTH 30°36'52" EAST 22.33 FEET, ALONG THE SOUTHWESTERLY MARGIN OF 5TH AVENUE, TO **POINT OF BEGINNING 'SIX'**.

LYING BETWEEN ELEVATION 126.5 AND 141.5 FEET, CITY OF SEATTLE VERTICAL DATUM.

CONTAINING 485 SQUARE FEET MORE OR LESS.

TOGETHER WITH THE FOLLOWING:

COMMENCING AT THE INTERSECTION OF THE SOUTHWESTERLY MARGIN OF 5TH AVENUE AND THE NORTHWESTERLY MARGIN OF PINE STREET AS ESTABLISHED UNDER ORDINANCE NUMBER 14500 OF THE CITY OF SEATTLE;
THENCE NORTH 30°36'52" WEST 53.98 FEET, ALONG THE SOUTHWESTERLY MARGIN OF 5TH AVENUE, TO **POINT OF BEGINNING 'SEVEN'**;
THENCE SOUTH 59°18'59" WEST 26.23 FEET;
THENCE NORTH 30°36'52" WEST 13.80 FEET;
THENCE NORTH 59°18'59" EAST 11.88 FEET;
THENCE NORTH 30°36'52" WEST 8.53 FEET;

THENCE NORTH 59°18'59" EAST 14.35 FEET TO THE SOUTHWESTERLY MARGIN OF 5TH AVENUE;;
THENCE SOUTH 30°36'52" EAST 22.33 FEET, ALONG THE SOUTHWESTERLY MARGIN OF 5TH
AVENUE, TO **POINT OF BEGINNING 'SEVEN'**.

LYING AT ELEVATION 141.5 FEET, CITY OF SEATTLE VERTICAL DATUM, AND THE TERMINUS OF THIS
DESCRIPTION.

CONTAINING 485 SQUARE FEET MORE OR LESS.

**MONORAIL STATION PLATFORM
LEGAL DESCRIPTION**

THAT PORTION OF LOTS 1, 11, AND 12 (INCLUDING THE PORTIONS THEREOF LYING WITHIN VACATED WESTLAKE AVENUE AS VACATED BY CITY OF SEATTLE ORDINANCE NUMBER 113078, AND VACATED ALLEY AS VACATED BY CITY OF SEATTLE ORDINANCE NUMBER 113078), BLOCK 1, ADDITION TO THE TOWN OF SEATTLE AS LAID OFF BY THE HEIRS OF SARAH A. BELL, DECEASED (COMMONLY KNOWN AS HEIRS OF SARAH A. BELL'S ADDITION TO THE TOWN OF SEATTLE), ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 1 OF PLATS, PAGE 103, IN KING COUNTY, WASHINGTON, SITUATE IN THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 31, TOWNSHIP 25 NORTH, RANGE 4 EAST, W.M., DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE SOUTHWESTERLY MARGIN OF 5TH AVENUE AND THE NORTHWESTERLY MARGIN OF PINE STREET AS ESTABLISHED UNDER ORDINANCE NUMBER 14500 OF THE CITY OF SEATTLE;
THENCE NORTH 30°36'52" WEST 76.31 FEET, ALONG THE SOUTHWESTERLY MARGIN OF 5TH AVENUE, TO **POINT OF BEGINNING 'EIGHT'**;
THENCE SOUTH 59°18'59" WEST 14.35 FEET;
THENCE SOUTH 30°36'52" EAST 8.53 FEET;
THENCE SOUTH 59°18'59" WEST 11.88 FEET;
THENCE NORTH 30°36'52" WEST 8.53 FEET;
THENCE SOUTH 59°18'59" WEST 1.36 FEET;
THENCE NORTH 30°36'52" WEST 49.81 FEET;
THENCE SOUTH 59°18'59" WEST 9.50 FEET;
THENCE NORTH 30°41'01" WEST 2.42 FEET;
THENCE SOUTH 85°52'53" WEST 12.14 FEET;
THENCE NORTH 04°07'07" WEST 2.06 FEET;
THENCE SOUTH 85°52'53" WEST 3.03 FEET;
THENCE NORTH 04°07'07" WEST 68.41 FEET;
THENCE NORTH 85°52'53" EAST 3.23 FEET;
THENCE NORTH 04°07'07" WEST 12.03 FEET;
THENCE NORTH 85°52'53" EAST 8.78 FEET;
THENCE SOUTH 30°36'52" EAST 2.97 FEET;
THENCE NORTH 59°18'59" EAST 3.11 FEET TO THE SOUTHWESTERLY MARGIN OF 5TH AVENUE;
THENCE SOUTH 30°36'52" EAST 124.46 FEET, ALONG THE SOUTHWESTERLY MARGIN OF 5TH AVENUE, TO **POINT OF BEGINNING 'EIGHT'**;

LYING AT ELEVATION 141.5 FEET, CITY OF SEATTLE VERTICAL DATUM, AND THE TERMINUS OF THIS DESCRIPTION.

CONTAINING 4,122 SQUARE FEET MORE OR LESS.

Exhibit J

Monorail Station Platform Improvements Summary Description

The Monorail Station Platform Improvements are described below:

Demolition:

Demolition of MM retail space including all finishes and other improvements; atrium – station pedestrian doors, walls, column cladding; Monorail ticket booths and interior pedestrian glass queueing partitions; demising wall, storefront glazing and doors and the wall and door between Monorail equipment room and platform; and, platform/train edge railing and automatic gates.

Construction:

Construction of a new demising wall and door systems between the atrium and station (glass wall intended); added sliding doors or coiled grille system with environment control provided by air curtain or similar strategy, column cladding (where removed) and floor finishes (either repair existing to match or provide all new); dropped architectural ceiling and lighting systems; new partition wall and door between platform and enlarged Monorail equipment/storage room with alcove for up to two Owner installed and operated vending machines; new platform/train edge wall and automatic door system (open air above for natural ventilation); and, extension to exterior canopy so drip line extended past outboard train passenger doors.

Installation:

Installation of new fare gates at platform level of Exterior Accessway and at entrance to station from atrium; operational signage as necessary and other signage as described in Exhibit K of this Agreement; upgraded platform-only public address system; customer service kiosk; and ticket vending machines as set forth in this Agreement.

Other:

Modification of electrical and mechanical systems, fire sprinklers, and other building/ancillary systems as necessary to accommodate the work described. The Monorail Station Platform will remain unconditioned space (that is neither heated nor cooled) and will remain passively ventilated unless required otherwise by code. The planned design remains subject to City and building permit approval and building code requirements.

EXHIBIT K

(Monorail Station Platform Signage and Improvements Signage)

MONORAIL STATION PLATFORM SIGNAGE AND IMPROVEMENTS SIGNAGE

(Numbers on plan views indicate sign locations corresponding to numbers below.)

Exterior of Mall

1. Sign (*W, PS*) adjacent to the north entry of the mall, 32 sq. ft. maximum size; digital option
2. Sign (*W, PS*) above the south entry doors of the mall left of the main entry, 32 ft. maximum size; digital option
3. Sign (*W*) in vertical banner style along platform extension on south end of platform, 3' x 15' maximum size. Color and style to complement existing Mall signage, as mutually agreed.

Level M (lower mezzanine)

4. Sign (*W*) on the glass rail, 12 sq. ft. maximum size
5. Sign (*W, PS*) above the bottom of the escalator, 30 sq. feet maximum size; digital option
6. Subject to extent of Owner's rights thereon, sign (*W, PS*) on the exterior façade of the mezzanine facing into the Transit Mezzanine per the existing frame size; digital option

Level 1 (first floor)

7. Sign (*W, PS*) above the escalators on the outer perimeter facing north, 15 sq. ft. maximum size; digital option
8. Sign (*W, PS*) facing south on the underside of the escalators equivalent size to adjacent existing Saks and Rack signage; digital option
9. Sign (*W, PS*) adjacent to the elevator near the north end of the mall, 15 sq. ft. maximum size; digital option

Level 2 (second floor)

10. Sign (*W*) on each of the two the columns adjacent to the escalators; 9 sq. ft. maximum size
11. Sign (*W*) on the floor coming off the up-direction escalator, 9 sq. ft. maximum size

Exhibit - K **Monorail Station Platform Signage and Improvements Signage**

Page 1 of 19

Level 3 (third floor)

- 12. Sign (*W, PS, C*) above door entry system for Monorail trains visible to platform and Mall atrium up to maximum available space along the east side of platform and above the door system; digital and audio option
- 13. Sign (*PS, C*) on columns interior to platform not visible to Mall atrium; maximum permissible size, digital, projection and audio option
- 14. Sign (*PS, C*) on south wall of platform; 100 sq. ft. maximum size; digital, projection and audio option
- 15. Sign (*PS, C*) on north wall of platform; 100 sq. ft. maximum size; digital, projection and audio option
- 16. Signs (*W, PS, C*) on platform floor of any size; projection or static option
- 17. Sign (*W, PS*) above the entrance level of the demising wall between platform and Mall atrium facing the atrium, 4 ft. high x 80 ft. maximum size; digital option

Sign Content Key

W- Wayfinding to Monorail

PS- Promotional for Monorail and/or Seattle Center Activities

C-Commercial third party

Exhibit - K
Monorail Station Platform Signage and Improvements Signage

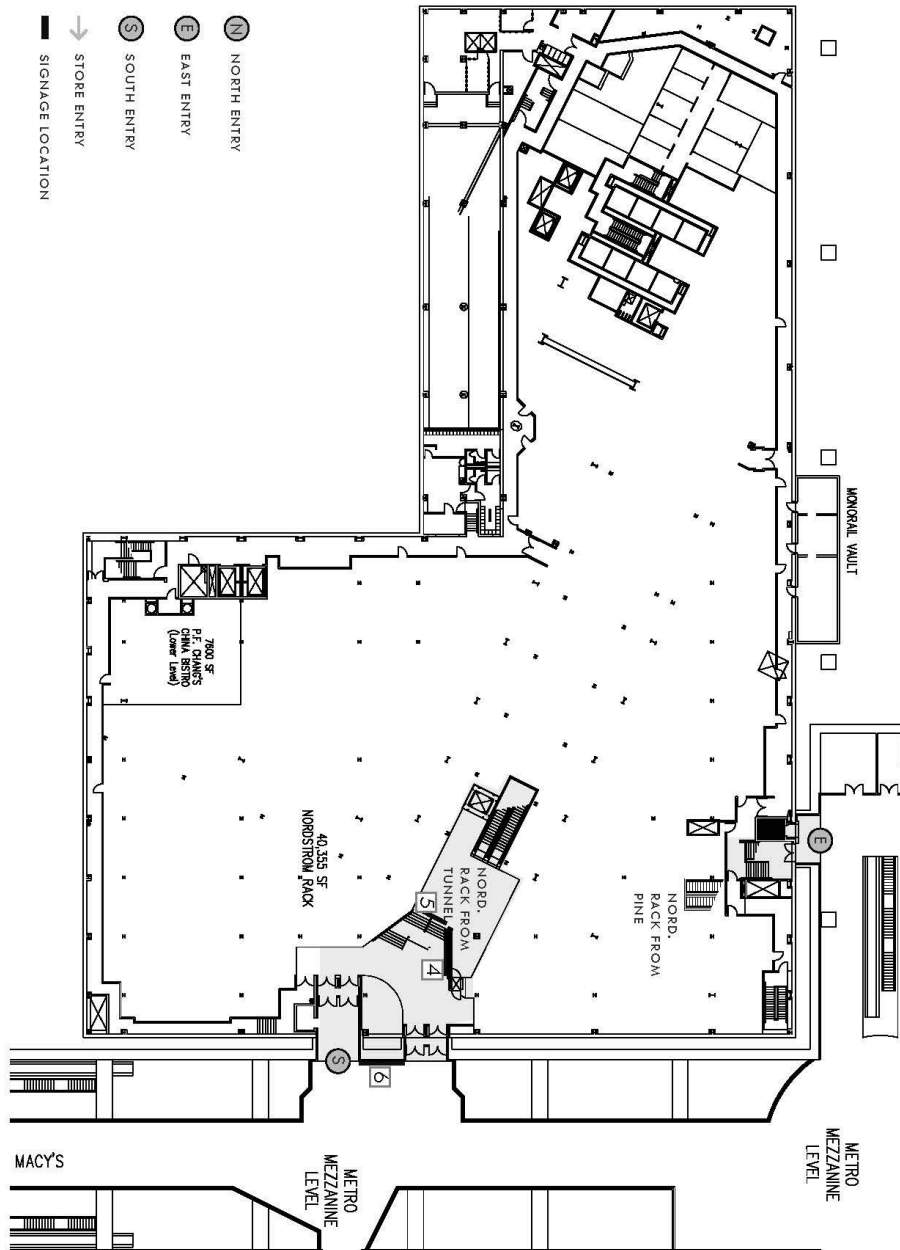


Exhibit - K
Monorail Station Platform Signage and Improvements Signage

LEVEL M

Page 3 of 19

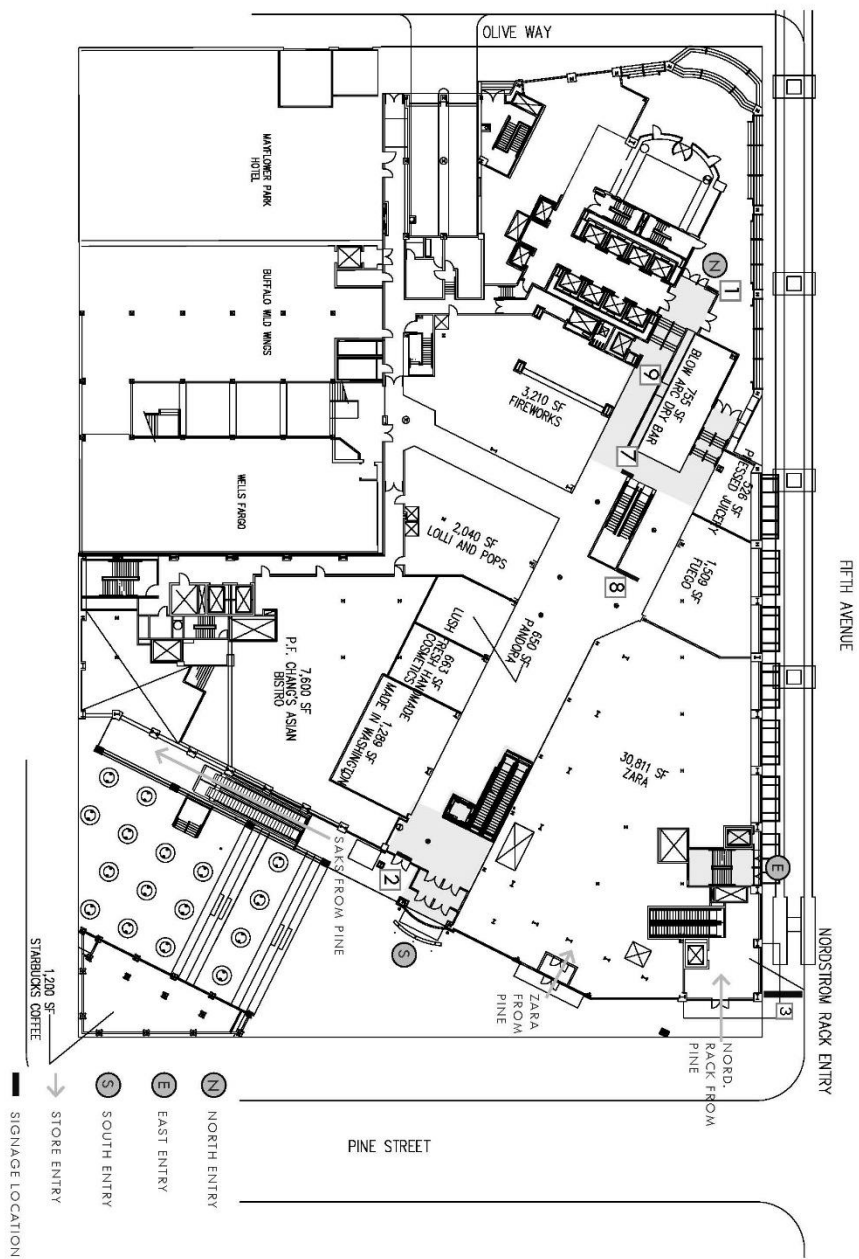


Exhibit - K
Monorail Station Platform Signage and Improvements Signage

LEVEL 1

Page 4 of 19

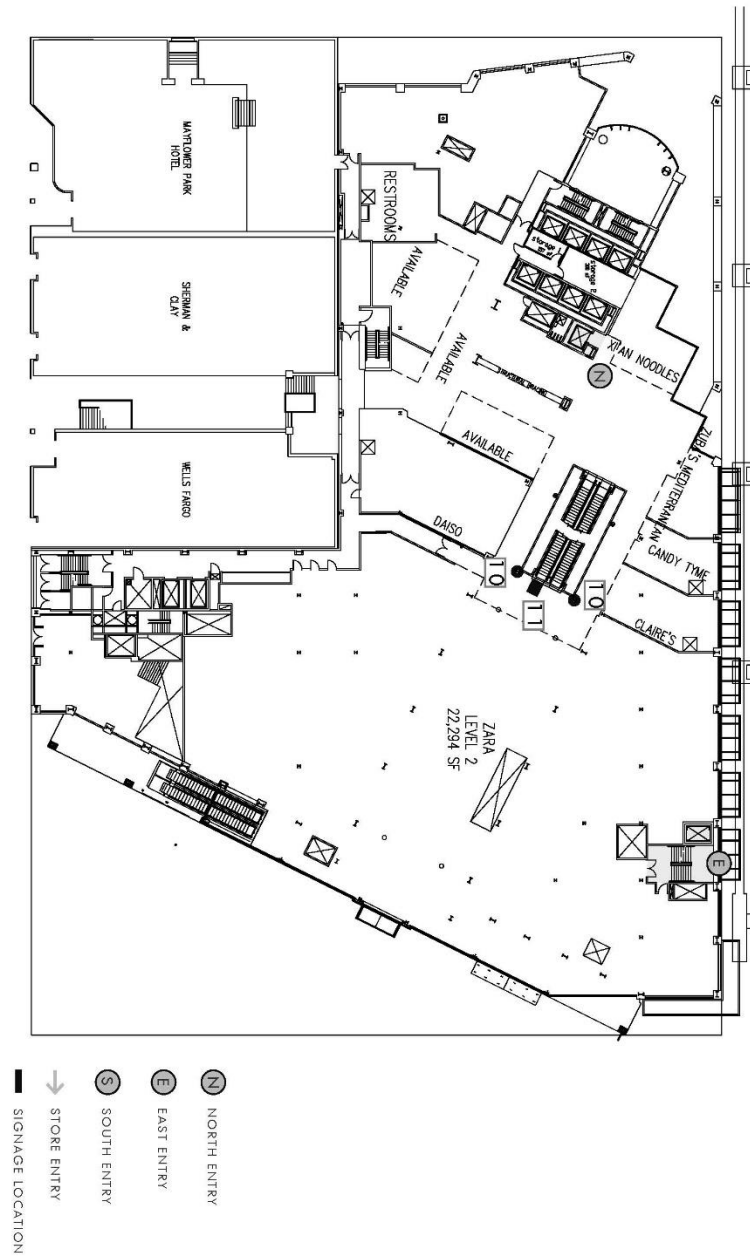


Exhibit - K
Monorail Station Platform Signage and Improvements Signage

LEVEL 2

Page 5 of 19

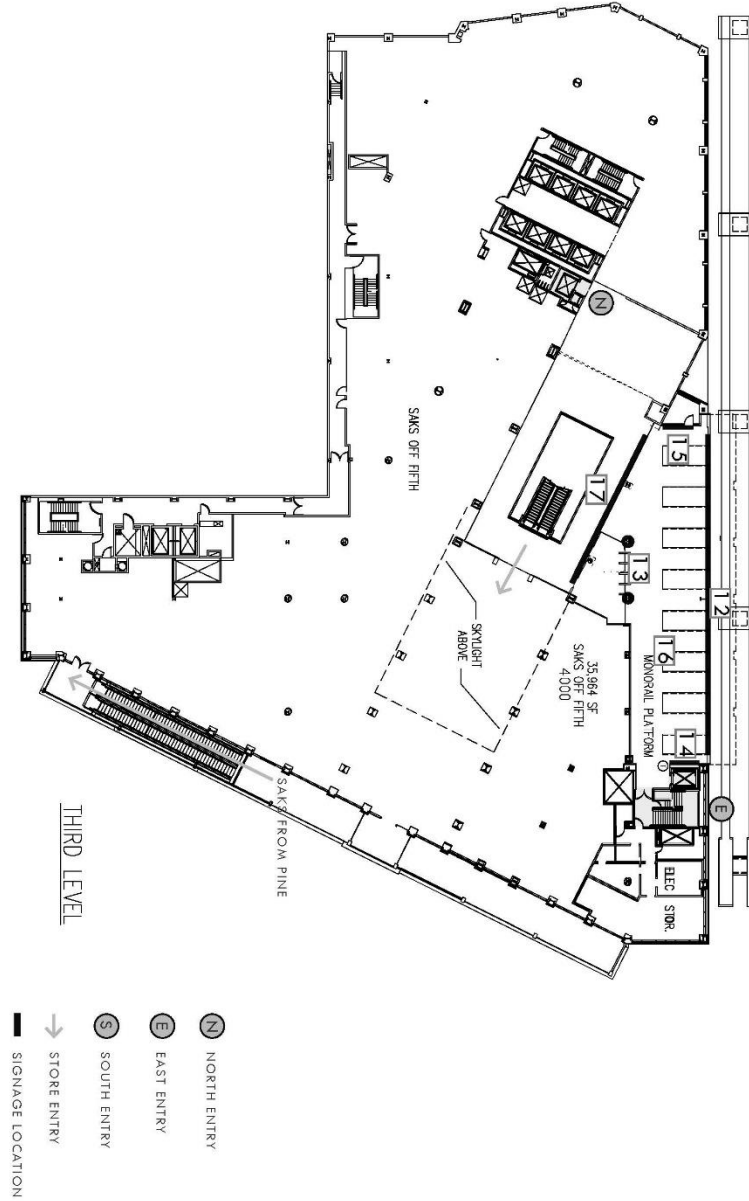


Exhibit - K
Monorail Station Platform Signage and Improvements Signage

LEVEL 3

Page 6 of 19

WESTLAKE CENTER EXTERIOR OF MALL - SIGN LOCATION 1



Exhibit - K
Monorail Station Platform Signage and Improvements Signage

EXTERIOR

Page 7 of 19

WESTLAKE CENTER EXTERIOR OF MALL - SIGN LOCATION 2



Exhibit - K
Monorail Station Platform Signage and Improvements Signage

EXTERIOR

Page 8 of 19

WESTLAKE CENTER EXTERIOR OF MALL - SIGN LOCATION 3



Exhibit - K
Monorail Station Platform Signage and Improvements Signage

EXTERIOR

Page 9 of 19

WESTLAKE CENTER LEVEL M - SIGN LOCATION 4



Exhibit - K
Monorail Station Platform Signage and Improvements Signage

LEVEL M
Page 10 of 19

WESTLAKE CENTER LEVEL M - SIGN LOCATION 5



Exhibit - K
Monorail Station Platform Signage and Improvements Signage

LEVEL M
Page 11 of 19

WESTLAKE CENTER LEVEL M - SIGN LOCATION 6



Exhibit - K
Monorail Station Platform Signage and Improvements Signage

LEVEL M
Page 12 of 19

WESTLAKE CENTER LEVEL 1 - SIGN LOCATION 7



Exhibit - K
Monorail Station Platform Signage and Improvements Signage

LEVEL 1

Page 13 of 19

WESTLAKE CENTER LEVEL 1 - SIGN LOCATION 8



Exhibit - K
Monorail Station Platform Signage and Improvements Signage

LEVEL 1

Page 14 of 19

WESTLAKE CENTER LEVEL 1 - SIGN LOCATION 9



Exhibit - K
Monorail Station Platform Signage and Improvements Signage

LEVEL 1

Page 15 of 19

WESTLAKE CENTER LEVEL 2 - SIGN LOCATION 10



Exhibit - K
Monorail Station Platform Signage and Improvements Signage

LEVEL 2
Page 16 of 19

WESTLAKE CENTER LEVEL 2 - SIGN LOCATION 11



Exhibit - K
Monorail Station Platform Signage and Improvements Signage

LEVEL 2
Page 17 of 19

WESTLAKE CENTER LEVEL 3 - SIGN LOCATIONS 12, 13, 14, & 16



Exhibit - K
Monorail Station Platform Signage and Improvements Signage

LEVEL 3

Page 18 of 19

WESTLAKE CENTER LEVEL 3 - SIGN LOCATIONS 15 & 17



Exhibit - K
Monorail Station Platform Signage and Improvements Signage

LEVEL 3
Page 19 of 19