

EXHIBIT J

Operating and Maintenance Agreement Term Sheet

This term sheet is a high-level outline of key business terms upon which Seattle Public Schools (“SPS”), City of Seattle (“City”), and Memorial Stadium Redevelopment LLC (“MSR”) will enter into an Operations and Maintenance Agreement (“OMA”) for the operation and maintenance of Memorial Stadium at Seattle Center (the “Stadium”) and certain open space areas surrounding the Stadium (the “Perimeter Area”).

Any capitalized term that is not otherwise defined in this Exhibit shall have the meaning provided in the Development Agreement.

1. **Vision for the Operation and Maintenance of Memorial Stadium**

- A. **Vision/Scope** – MSR to operate and maintain the new Memorial Stadium facility for the purpose of benefiting SPS students and the community and enhancing the Seattle Center campus and providing routine maintenance of the stadium to sustain the quality of the asset. MSR will operate the stadium/facilities for student-centered use by SPS, for use by Seattle Center, for community events and concerts, and potentially professional sports teams.
- B. **Community Commitments** – MSR contributions will include featuring SPS athletes and promoting the SPS and City racial and social justice framework with MSR initiatives such as internships.
- C. **Safety and Security** – The Stadium will be operated to provide a safe and secure environment for students and the public per SPS and City standards.

- 2. **Term:** The initial term of the OMA shall be for five (5) years. Prior to the completion of the initial term, the parties agree to explore the establishment of a City-chartered public corporation, public facilities district, interlocal agreement, or non-profit model as part of strategies for the stadium’s long-term operations, maintenance, capital replacement needs and financial sustainability. The OMA will include the conditions on which it may be extended for one or more additional terms, however future extensions of the term beyond 5 years will be subject to Seattle City Council authorization.

3. **Operational and Maintenance Roles:**

- A. SPS to pay annually to MSR (as in-kind contributions and/or reimbursements) an amount equal to SPS’s current annual baseline expenses, adjusted for inflation, for regular operations and maintenance (“O&M”) of the existing Stadium (“SPS Baseline Funding”).
- B. City to pay the cost of its utility services for its warehouse and shop space facilities on the Stadium site. If it is not possible to separately meter a particular utility service, the parties shall agree upon a methodology to allocate a proportionate share of the cost of the unmetered service to the City. MSR to pay the cost of waste management services which will be combined with Seattle Center operations. If MSR utilizes Seattle Center irrigation main line, MSR shall pay the cost of its metered amount for its use of the irrigation main line.
- C. The parties will reach agreement regarding the use of Perimeter Area, along with SPS funding contribution toward the cost of City-provided O&M services to the Perimeter Area including programming, landscaping, and security services. OMA to require reimbursement of City’s cost of providing O&M services to the Perimeter Area.
- D. MSR to provide operation of facilities (including adjacent parking lot), excluding certain Perimeter Areas to be operated by the City, without management fee. MSR to obtain and manage potential revenues through engagement of sponsors; programming concerts, community events and professional

sports events (e.g., Seawolves); naming rights, advertising, and sponsorships; and concessions at non-SPS and non-City events. MSR to be responsible for routine maintenance and ordinary repairs of all Stadium structures.

- E. The Stadium will be designed with sewn-in perimeters and the remainder of field markings will be painted as needed, based on the event schedule. MSR will be responsible for painting of markings for various events, including, at MSR's expense, all SPS regular season and playoff football and soccer events. OMA to address scheduling and budgets for the same.
 - F. A board ("Joint Oversight Board" or "Board") will be established comprising one representative of all three Parties. The Board will provide high-level review, guidance, and (as specifically enumerated in the OMA) approvals on matters such as coordination with Seattle Center operations, review of annual operating budget for Stadium (including SPS event parking rates) and application of revenue to Stadium needs, the standard maintenance services to be paid from revenues generated by Stadium, CapEx plan, and shared funding requirements. At least once per year, the Board will hold a three-way meeting with City, SPS and MSR. Certain decisions that are expressly identified in the OMA will require Board approval, including major capital improvements, programming and scheduling performance review. The Board will serve in an advisory capacity regarding decisions that require approval by the City Council or the SPS Board of Directors.
- 4. **O&M Standard**: The OMA shall include O&M standards for the Stadium and the Perimeter Areas (including which Perimeter Areas shall be operated and maintained by the City and/or MSR). The Stadium will be maintained and operated according to the O&M standards with a goal of sustainable operations and maintenance both during the term of the OMA and any extensions using a non-profit/sustainable/equitable operating model.
 - 5. **Facility Use and Scheduling Exhibit**: MSR will be responsible to manage Stadium schedule, including SPS, City, and other events. SPS events to be scheduled and prioritized, subject to mutually agreed modification process. Other events to be scheduled by MSR and marketed by applicable promoter or event host.
 - 6. **Event Operations** – The OMA will set forth the following: (a) which Party is responsible for operating which facilities and use components during SPS events and City events and that MSR is responsible for operating the Stadium for non-SPS events, and (b) coordination necessary with Seattle Center events and resident organizations, including management of operational issues such as transportation, parking (including bus parking), pedestrians, crowds, and noise. In the event the Seattle Center is unable to accommodate the on-street bus parking requirements of SPS during SPS events, SPS will have the right to park buses on the Stadium parking lot.
 - 7. **Sponsorships** – The Parties will agree on parameters and the approval process for MSR to manage sponsorship and advertising packages, including applicable SPS policies for SPS events versus non-SPS events.
 - 8. **Naming Rights** – The Parties will agree on parameters for MSR to manage naming rights packages. The word "Memorial" shall be retained in the name of the Stadium itself.
 - 9. **Integration with Seattle Center** – The Stadium will be operated in order to fully integrate specified operations into the Seattle Center campus, including considerations such as event operations, digital signage and wayfinding, safety and security, and a transportation and access plan.

10. **Revenue.**

- A. **Operating Revenue** – MSR shall be provided the right to pursue the revenue opportunities described in Sections 3.D, 7, 8, and this Section 10 in a manner and at a level that is reasonably calculated to provide for sustainable operations of the Stadium. The OMA shall set forth the dollar amount of the SPS Baseline Funding (including annual escalation rate) and all parameters, guidelines, and terms applicable to MSR’s rights to engage in revenue generating activities, including sponsorship, advertising, naming rights, parking revenues, programming of revenue-generating events, and concessions.
 - B. **SPS and City Event Revenue** – As between SPS and MSR, during SPS-managed events, SPS to keep revenues from ticketing, interior food and beverage, retail and other sources within Stadium. Youth education and career development opportunities led by SPS through Stadium operations and community partnerships, with MSR support, also qualify as SPS events. During City-managed events at the Stadium, City to keep revenue from ticketing and other sources within the Stadium.
 - C. **Non-SPS Event Revenue** – As between SPS and MSR, during non-SPS events, MSR to keep revenues from ticketing, interior food and beverage, retail and other sources within Stadium and allocate their use as described below. Professional sports team or tenant O&M expenses to be covered by revenues managed by MSR, including event use fees, share of earned revenue, and sponsorship share.
 - D. **Perimeter Programming Revenue** - Revenue from Perimeter Area programming sponsored and managed by City, including from ticketing and other sources from programming in such areas, to be retained by City to partially offset the Perimeter Area operating costs.
 - E. **Parking Lot Revenue Share** – SPS to receive annual net revenues generated from use of the parking lot up to an amount (the “Threshold Amount”) initially equal to net revenue generated by the parking operations during the SPS 2024-2025 fiscal year, adjusted for any days during which the parking lot is unavailable for parking due to the Project. Adjustment of revenue calculations to account for such days during the SPS 2024-2025 fiscal year shall be made by using a forecast of daily net parking lot revenues applying the average daily net parking revenues produced during the balance of the SPS 2024-2025 fiscal year. The Threshold Amount will be established prior to execution of the OMA in reference to audited SPS financials. The Threshold Amount shall be adjusted for inflation as of September 1, 2026, and the first of each September thereafter applying the index to be determined in OMA. Any annual net revenues above the applicable Threshold Amount are to be shared equally between SPS and MSR.
11. **Capital Reserve** - The Parties to agree on joint development of a capital replacement plan, including reserve fund strategy.
12. **Operator Profits** - Operator profits (if any) to be allocated in the following order:
- A. Ordinary operations and maintenance fund plan.
 - B. Capital replacement reserve and funding plan (i.e., expected major maintenance, upgrades).
 - C. As requested by MSR and if approved by the SPS Board, charitable contributions for the benefit of students and other community youth.
13. **Additional Terms and Conditions** – The OMA shall include additional terms and conditions customary for operations and management agreements, including standards for liability allocation, insurance requirements, default and termination standards, and dispute resolution. The OMA shall provide that it is not assignable or transferable without prior written approval of the parties.