

EXHIBIT 1

LEASE AREA LEGAL DESCRIPTION

THE NORTHERLY 27.41 FEET OF LOT 5, AND ALL OF LOTS 1 THROUGH 4, INCLUSIVE, BLOCK 47, AND LOTS 8 THROUGH 12, INCLUSIVE, BLOCK 50, ALL OF D.T. DENNY'S 3RD ADDITION TO NORTH SEATTLE, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 1 OF PLATS, PAGE 145, IN KING COUNTY, WASHINGTON;

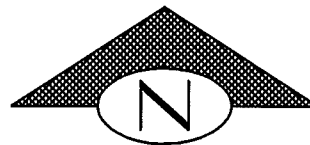
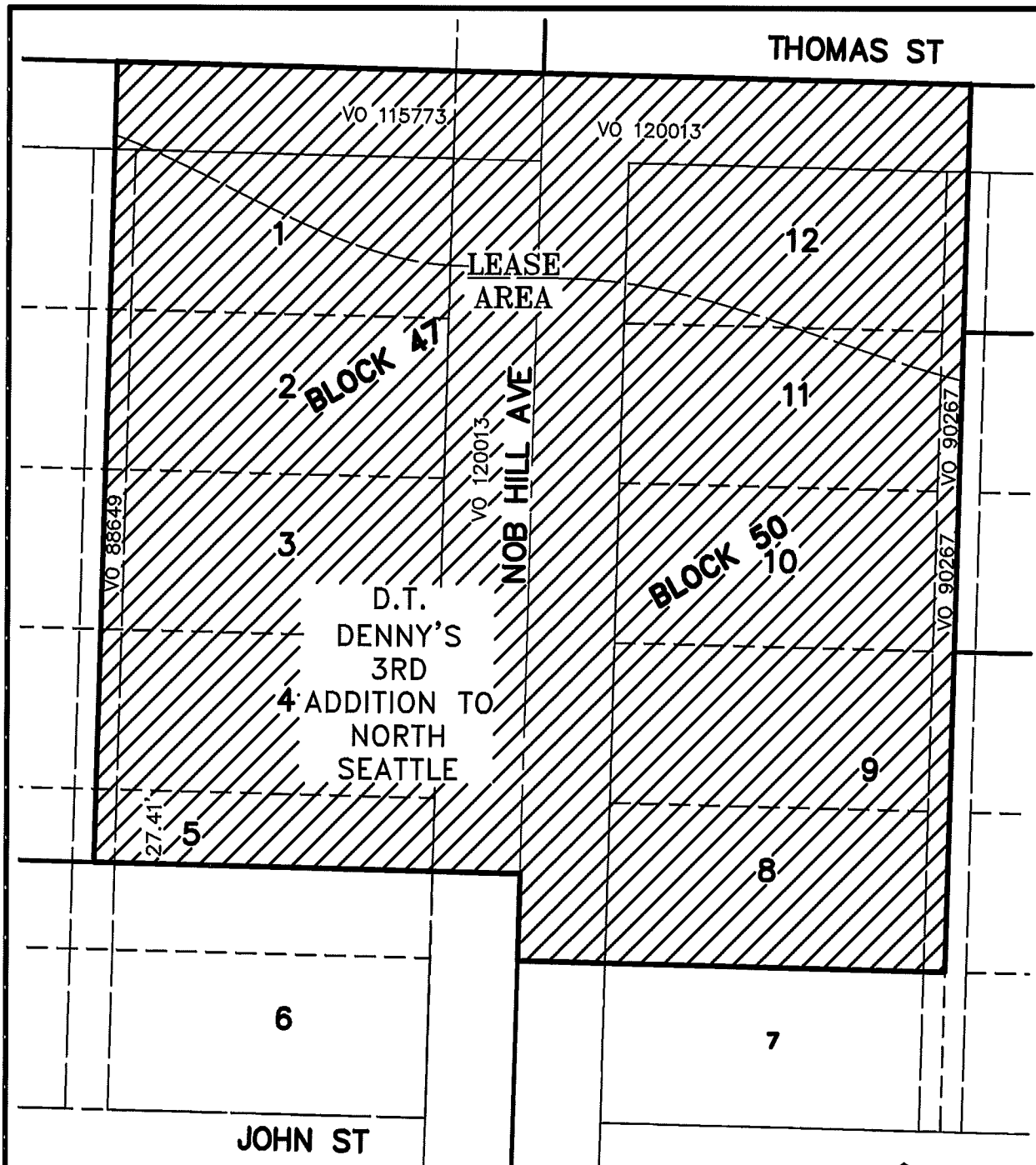
TOGETHER WITH VACATED STREETS AND ALLEYS ADJOINING AS WOULD ATTACH BY OPERATION OF LAW;

CONTAINING AN AREA OF 101,917 SQUARE FEET, OR 2.3397 ACRES, MORE OR LESS;

SITUATE IN THE CITY OF SEATTLE, KING COUNTY, WASHINGTON.



JOHANN G. WASSERMANN, PLS
LIN & ASSOCIATES, INC.
LIN PROJECT NO.: 2013
FEBRUARY 17, 2011

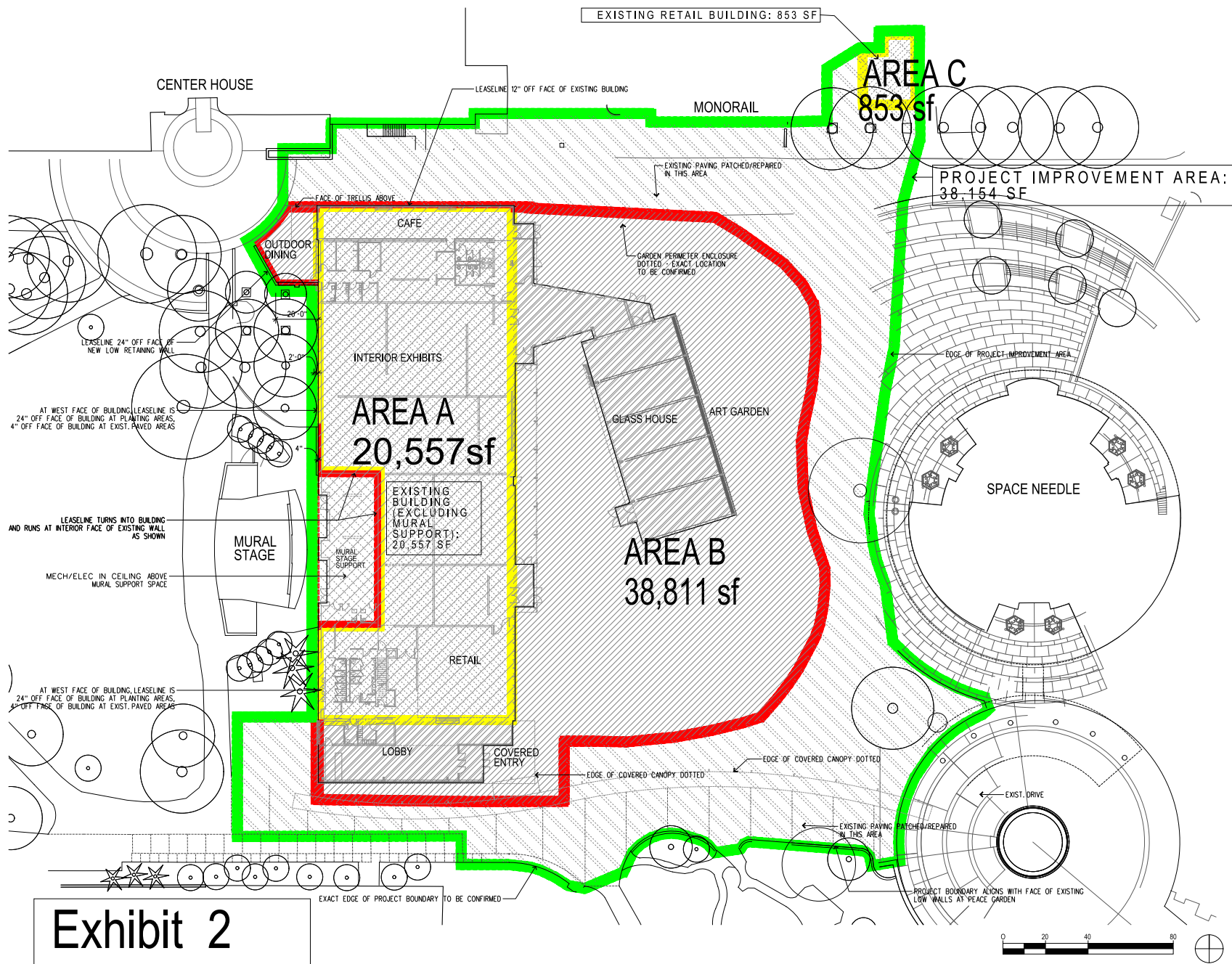


LEASE AREA: 101,917 SF

SCALE: 1" = 60'

LEASE AREA EXHIBIT

DATE: FEB. 17, 2011



FUN FOREST REDEVELOPMENT

Seattle Center
305 Harrison Street
Seattle, Washington 98109

OWEN RICHARDS ARCHITECTS
1205 East Pike Street
Seattle, Washington 98122
tel 206.625.0941
fax 206.625.0935

REVISIONS

Issue	Date	Description

DRAWING TITLE
**SITE PLAN:
LEASE AND PROJECT
BOUNDARIES AND
AREAS - SURVEY OVERLAY**

SCALE: 1"=20'-0"
DATE
DRAWING NO.
A2.0

Exhibit 2

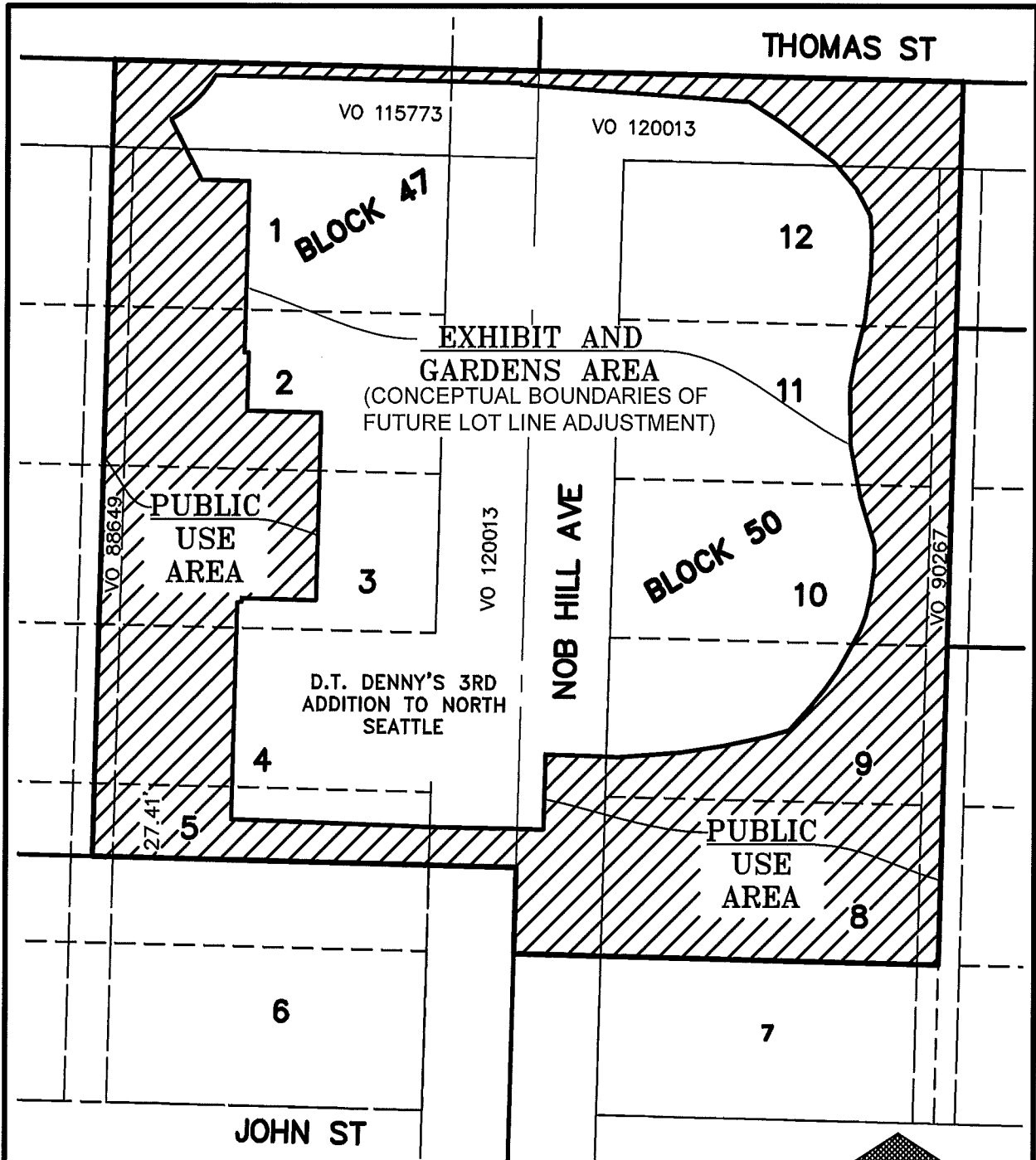
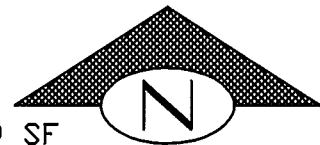


EXHIBIT AND GARDENS AREA: 59,369 SF
 PUBLIC USE AREA: 42,548 SF
 TOTAL AREA: 101,917 SF



SCALE: 1" = 60'

EXHIBIT 3

DATE: MARCH 1, 2011

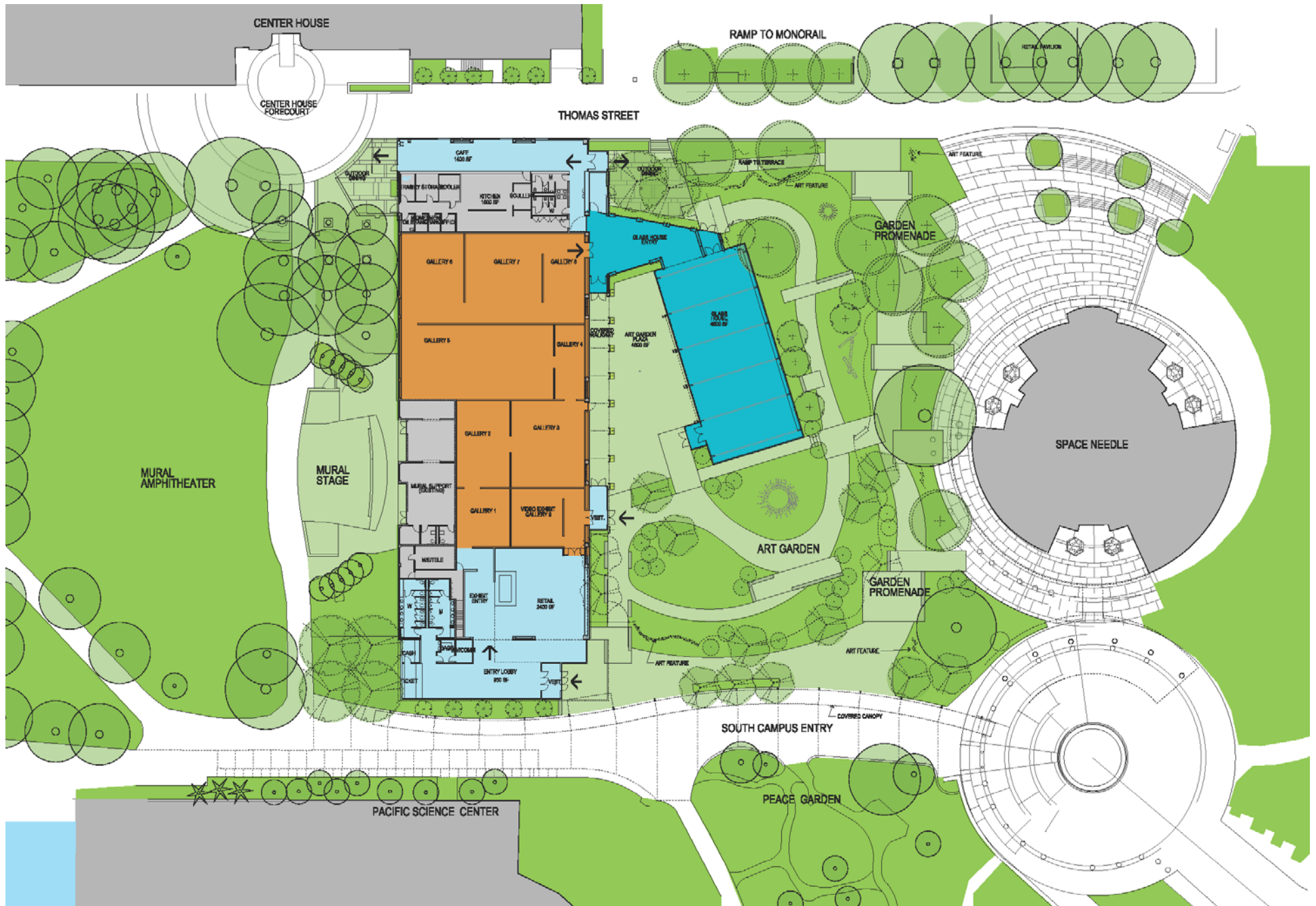


Exhibit 4

EXHIBIT 5 -- Form of Waiver - Section 16.1

TO SEATTLE CENTER
GLASS AND GARDENS EXHIBITION LEASE
CITY OF SEATTLE/CENTER ART LLC

VISUAL ARTISTS RIGHTS ACT AGREEMENT

This waiver (the "Waiver"), pursuant to the Visual Artists Rights Act of 1990 ("VARA") is entered into as of the date of the last signature (the "Effective Date") by and between _____ ("Author"), an individual with a residence at _____, and Center Art LLC ("Center Art"), with a business address _____ (each a "Party" and collectively the "Parties").

BACKGROUND

- A. The Author created the sculptural works identified in Appendix A ("Building Art").
- B. Building Art is defined in that certain lease (the "Lease") between Center Art and the City of Seattle dated as of _____, 2011.
- C. Building Art has been, or will be, installed on the Premises (as defined in the Lease).
- D. The Parties wish to confirm their respective rights in the Building Art pursuant to VARA.

THEREFORE, in consideration of and exchange for the premises and promises set forth in this Waiver, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

AGREEMENT

- 1. Author expressly and forever waives any rights under VARA associated with the Building Art. This Waiver includes recognition that the Author waives any rights under VARA which could be asserted to:
 - (a) prevent the installation or subsequent removal of the Building Art, or
 - (b) form the basis of a claim that the installation or removal of the Building Art is a distortion, mutilation, modification, relocation, or destruction of the Building Art in whole or in part, whether intentional or unintentional or prejudicial to the honor or reputation of Author.
- 2. This Waiver relates only to Author's rights pursuant to VARA, and shall not constitute a waiver of any rights of Author (or any related entity) pursuant to any agreement related to the

Project (as defined in the Lease). This Waiver shall not apply to other artwork belonging to Author (including but not limited to any artwork constituting Artworks and Inventory as defined in the Lease) that is not Building Art. This Waiver shall be binding upon and inure to the benefit of the heirs, executors, administrators, personal representatives, successors in interest, assigns, and affiliates of the respective Parties. The Parties hereby confirm that their respective representatives are authorized to execute this Waiver on their behalf.

3. Author and Center Art agree and acknowledge that this executed Waiver shall be delivered to the Seattle Center Director, for the benefit of the City of Seattle and its successors and assigns, prior to installation of any Building Art in or at the Project.

IN WITNESS WHEREOF, the Parties have executed this Waiver as of the dates indicated below.

CENTER ART LLC

[AUTHOR]

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

APPENDIX A

Building Art

EXHIBIT 6

Addendum 3

The Seattle Artists at Play Project: Seattle Center



A new non-profit foundation, the Artists at Play Foundation (AAP), will dedicate its efforts to the creation of artist-designed playgrounds for the enjoyment of children and families.

Project Description

The Artists at Play Foundation will fund and lead the development of a new playground for the Seattle Center Campus in an area selected by the Seattle Center, possibly on a portion of the new Center Square. Seed funding will come from a donation from the Space Needle, with \$1,000,000 earmarked for this project. Ongoing financial support for upgrading and expanding the playground, estimated at \$50,000 annually, will be led by the Artists at Play Foundation for the life of the lease of the proposed Chihuly exhibition at the south Fun Forest site.

Our goal is to create an imaginative and engaging playground with fun and safe play structures designed by local artists through AAP Foundation funding and at no expense to the City or Seattle Center. The playground development, from design competition to final installation, will be managed by the AAP Foundation, with special attention to creativity, accessibility, safety and durability. The Seattle Center will review and approve design and construction of the project at mutually agreed critical stages of development.

Project Key Features:

- Open design competition for Pacific Northwest artists
- Programming for children and families
- Lasting public benefit at no expense to the City of Seattle
- Free admission for the public
- Development to use best practices of sustainable design and construction
- Design to provide enjoyment by visitors of all ages including those with disabilities

Project Development Process

The Artists at Play Foundation will run a competition to select artists for the project using the best practices of the public art field. Once the artists are selected, the AAP Foundation will manage the design and fabrication of the playground structures in collaboration with the Seattle Center. The intended design criteria are for the playground environment to be reflective of the Seattle Center, the 1962 World's Fair and/or the Seattle/Pacific Northwest region. Any professional artist working in the Seattle area can submit qualifications to the design competition.

The competition's selection panel will include representatives of the Seattle Center, Century 21 Committee, Seattle Center Advisory Board and the Seattle Office of Arts and Cultural Affairs.

The AAP foundation will work closely with the selected artists and play structure manufacturers to ensure the durability and safety of the playground. Once installation is complete, the improvements and playground structures will become the property of the Seattle Center.

The Artists at Play Foundation will promote the ongoing creation of additional artist-designed play structures at the Seattle Center campus or in other areas in the City of Seattle. This will ensure continued contributions to benefit the public and include Seattle artists in the development of the Seattle Center for years to come.

We expect that, working with the Seattle Center, the Art Playground would open in the spring of 2013.

Example of Art/Play Structures



A bronze play sculpture by Tom Otterness behind One River Place and Silver Towers, New York

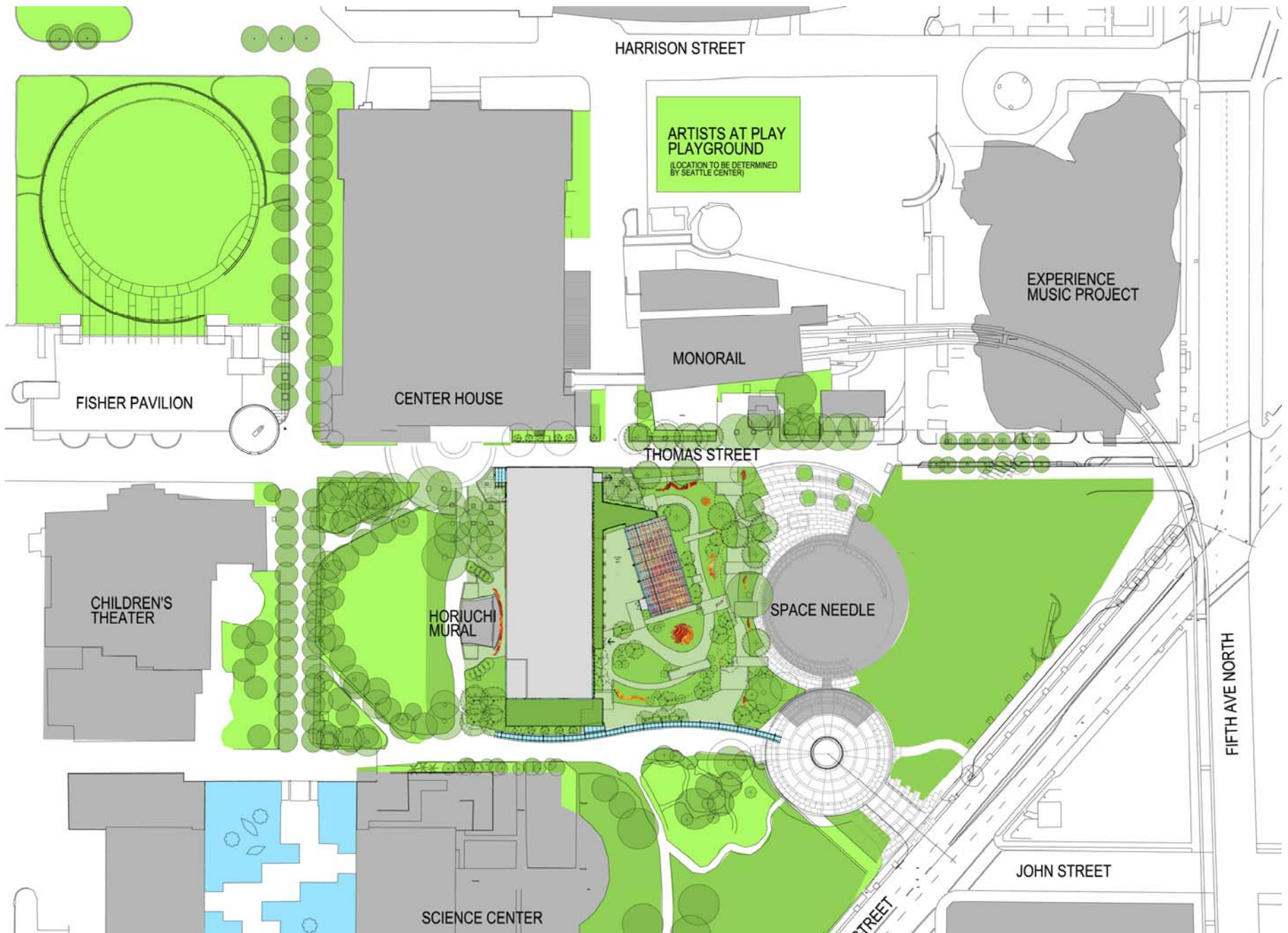


Exhibit 7

EXHIBIT 8 – Memorandum of Lease

TO SEATTLE CENTER
GLASS AND GARDENS EXHIBITION LEASE
CITY OF SEATTLE/CENTER ART LLC

RECORDED AT THE REQUEST OF
AND AFTER RECORDING RETURN TO:

Foster Pepper PLLC
1111 Third Avenue, Suite 3400
Seattle, Washington 98101
Attention: Beth A. Clark

MEMORANDUM OF GLASS AND GARDENS EXHIBIT LEASE
(City of Seattle/Center Art)

Grantor/Lessor: THE CITY OF SEATTLE, a municipal corporation of the State
of Washington

Grantee/Lessee: CENTER ART LLC, a Washington limited liability company

Abbreviated
Legal Description: _____,
situate in the City of Seattle, County of King,
State of Washington
Complete Legal Description is set forth in Exhibit A attached
hereto

Assessor's Tax
Parcel ID#: _____

Reference #
(If applicable): N/A

THIS MEMORANDUM OF GLASS AND GARDENS EXHIBITION LEASE is dated as of _____, 2011 by and between THE CITY OF SEATTLE, a municipal corporation of the State of Washington ("Lessor"), and CENTER ART LLC, a Washington limited liability company ("Lessee").

1. Premises. Lessor has leased to Lessee, upon the terms and conditions of that certain lease between the parties dated as of _____, 2011 (the "Lease"), which terms and conditions are incorporated by this reference, that certain real property situated in the City

of Seattle, King County, Washington, more particularly described on Exhibit A attached hereto.

2. Term. The Lease is for a term of five (5) years commencing _____ and ending _____, unless extended. Lessee has the right to extend the term of the Lease for five (5) additional terms of five (5) years each, which extension rights, if all were exercised, would result in the term of the Lease first expiring on _____.

3. New Lease. The Lease provides that under certain circumstances a lender with a leasehold mortgage on Lessee's leasehold estate interest in the Premises may cause a new replacement lease for the Premises on substantially the same terms as the Lease to come into existence and such new lease would be superior to all rights, liens and interests created by or established through the City between the date of the Lease and the date on which such new lease came into effect.

3. Purpose of Memorandum of Lease. This Memorandum of Glass And Gardens Exhibition Lease is prepared for the purpose of recordation and in no way modifies the Lease.

DATED as of the day and year first above written.

LESSOR:

THE CITY OF SEATTLE, a municipal corporation of the State of Washington

By: _____
Its: _____

LESSEE:

CENTER ART LLC, a Washington limited liability company

By: _____
Its: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this ____ day of _____, _____, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared _____, to me known to the _____ of the Seattle Center for the City of Seattle, the municipal corporation that executed the within and foregoing instrument, and acknowledged the 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 she was authorized to execute the said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.

(Signature of Notary)

(Legibly Print or Stamp Name of Notary)
Notary public in and for the state of Washington,
residing at _____

My appointment expires _____

STATE OF WASHINGTON)
)
) ss.
COUNTY OF KING)

On this ____ day of _____, _____, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared _____, to me known to the _____ of Center Art LLC, the limited liability company that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said company, for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute the said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.

(Signature of Notary)

(Legibly Print or Stamp Name of Notary)
Notary public in and for the state of Washington,
residing at _____

My appointment expires _____

EXHIBIT A
MEMORANDUM OF GLASS AND GARDENS EXHIBIT LEASE
(City of Seattle/Center Art)

Legal Description

Situate in the City of Seattle, King County, Washington.