

EXHIBIT B

LEASE AGREEMENT BETWEEN CITY OF SEATTLE AND POTTERY NORTHWEST, INC.

EXCLUSIVITY PROVISIONS AT SEATTLE CENTER

1. Experience Music Project

- 1.1. No Competing Uses. Throughout the term of this Ground Lease the City covenants that EMP shall be the only institution or venue on the Seattle Center grounds whose primary focus and use is the programming of exhibition space devoted to music and/or popular culture (as opposed to a performance venue) and the City shall not, during the term of this Ground Lease, allow or permit any institution, including itself, or any other party or venue on the Seattle Center grounds to engage in such use. The intent of this covenant is to ensure the continued status of the EMP as the sole institution on the Seattle Center grounds devoted to such use, and not to exclude festivals, seminars, concerts, traveling exhibitions or any other type of "temporary" venue which, for the purpose of this Ground Lease, shall be defined as any venue on the Seattle Center grounds open to the public for a period of 90 days or less. Notwithstanding the foregoing, the Director may from time to time request that the EMP waive enforcement of this covenant with respect to a particular festival, concert, or traveling exhibition other than a "temporary venue," as defined above, which request for waiver EMP shall consider in good faith. Any request for such waiver shall be in writing and such waiver, if granted, shall not be construed as a waiver or relinquishment by EMP of its right to future enforcement of this covenant.
- 1.2. Exclusive Sales Rights. For the term of this Ground Lease, EMP shall have the exclusive rights to retail sales of any items possessing or containing EMP logos, services marks or trademarks. The City shall cooperate with EMP in enforcing such exclusive sales rights to the extent the Director, in good faith, feels is reasonable and appropriate.
- 1.3. Exclusive Liquor Sales. Subject to certain exceptions which do not include Pottery Northwest, Inc., EMP has the exclusive right to operate a restaurant with a full service liquor license.

2. Center Art, LLC

For the Term of this Lease, Center Art shall have the exclusive rights to retail sales at Seattle Center of any items possessing or containing logos, service marks or trademarks pertaining to the Project, or Chihuly art of any kind, or any other items

possessing or containing logos, service marks, trademarks, copyrights, publicity rights or other intellectual property rights pertaining to the Project or Chihuly art of any kind.

In addition, for so long as Center Art uses the Premises for the Permitted Uses, the City shall not enter into a lease, sublease, lease amendment or assignment, or other agreement that grants any other party the right to operate at the Seattle Center a glass art exhibit or retail glass art space for other than temporary or short-term purposes, e.g. during a festival, travelling exhibition or seminar, nor shall the City itself offer a glass art exhibit or retail glass art space on the Seattle Center campus for other than temporary or short-term purposes. The exclusive rights identified in this Section are subject to any other Seattle Center tenant or third party's rights existing prior to the Effective Date of this Lease, including any existing contractual rights to assign or extend an existing lease or other agreement. The Parties agree and acknowledge that for the purpose of this Section 11.5, the sale of a de minimis or negligible amount of glass souvenirs, memorabilia or other similar glass products shall not be deemed a violation of Center Art's exclusive rights. City shall not be prohibited from allowing temporary exhibits subject to the prior written approval of Center Art, which approval shall not be unreasonably withheld, conditioned or delayed. "Temporary" for the purpose of this Section 11.5 shall be defined as any venue on the Seattle Center grounds open to the public for a period of ninety (90) days or less. The exclusive rights in this section shall automatically terminate without further action by the City if Center Art ceases to use the Premises for the Permitted Uses, unless otherwise agreed to by the Director in writing.