

July 27, 2012

INTERLOCAL AGREEMENT  
ARENA DEVELOPMENT, FINANCING, ACQUISITION AND OPERATION  
THE CITY OF SEATTLE and KING COUNTY

This Interlocal Agreement is entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 2012, by and between THE CITY OF SEATTLE (the "City") and KING COUNTY (the "County") (collectively, the "Parties" and each a "Party"). This Interlocal Agreement ("Interlocal Agreement") is made pursuant to chapter 39.34 RCW (the "Interlocal Cooperation Act") and has been authorized by the governing body of each Party. Each of the Parties is a "public agency" as defined in the Interlocal Cooperation Act.

1. Recitals.

A. A private entity known as "ArenaCo" has approached the Parties with a proposal for a new multi-purpose sports and entertainment facility (the "Arena") to be located on land currently owned by ArenaCo or its affiliates south of downtown Seattle (the "Project Site"). ArenaCo will sell the Project Site to the City and then ground lease it back from the City. ArenaCo will construct the Arena at its sole cost and expense and on completion, will lease it to the Parties with an option to purchase. The Parties will thereafter sublease or lease the Arena Facility to ArenaCo to operate pursuant to an "Arena Lease." The general provisions of the contemplated transaction between the Parties and ArenaCo are outlined in a Memorandum of Understanding—Seattle Sports and Entertainment Facility dated \_\_\_\_\_, 2012 (the "MOU").

B. Each of the Parties has authority to enter into interlocal agreements under the Interlocal Cooperation Act for joint and cooperative action, including actions consistent with Chapter 35.42 RCW, RCW 36.68.090, and other laws applicable to City and County development, financing and operation of multi-purpose sports and entertainment facilities and the provision of services to be provided by one government to another in connection with those facilities.

C. Subject to environmental and certain other review detailed in the MOU, the Parties have determined that, if developed, the Arena would provide general public benefits as well as specific direct and indirect benefits to both Parties and their residents. As more specifically described in the MOU, ArenaCo is responsible for development and construction of the Arena Facility, including all construction costs and overruns. Public financial investment in the Arena project (as further defined in the MOU, the "Public Financing") may occur only consistent with and upon the occurrence of specific actions described in the MOU. The MOU

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1 will be implemented through an Umbrella Agreement and Transaction Documents to be  
2 negotiated between the Parties and ArenaCo. The MOU, Umbrella Agreement and Transaction  
3 Documents are collectively referred to herein as the "Arena Facility Agreements."

4 D. The Parties have determined to enter into the MOU, and the purpose of this  
5 Interlocal Agreement is to establish their respective rights and responsibilities in the event the  
6 Arena is developed.

7 2. Definitions. Unless otherwise defined in this Interlocal Agreement, capitalized terms  
8 have the meanings given them in the MOU.

9 3. Duration. Subject to Paragraph 4.E(ii), this Interlocal Agreement will terminate upon  
10 the later of (a) the date when all Public Financing is retired or defeased, and (b) the termination  
11 of the Arena Lease and any extensions thereto.

12 4. Acquisition of Property; Development and Acquisition of Arena.

13 A. The City will make a call for bids for the Project consistent with RCW  
14 35.42.080. Subject to the conditions described in the Arena Facility Agreements, the City will  
15 acquire the title to the Project Site by paying the first installment of the Public Financing  
16 ("Installment One") and then ground lease the Project Site to ArenaCo. Concurrent with the  
17 Ground Lease, the Parties will enter into a Lease-Purchase Agreement with ArenaCo under  
18 which ArenaCo will have an obligation to build the entire Arena and the Parties will have the  
19 obligation to lease the Arena building structure ("Arena Facility") with an option to purchase.  
20 On the Commencement Date, the Parties will become co-tenants in the leasehold estate in the  
21 Arena Facility with ~~ownership percentages in proportion to~~ the City holding a 60% interest and the  
22 County holding a 40% interest, subject to amendment to conform to their anticipated  
23 respective actual shares of in the Public Financing as of the Transfer Date, as provided in  
24 Paragraph 4.C below.

25 B. On the Transfer Date, the Parties will either (i) exercise the option to purchase  
26 the Arena Facility, holding title as tenants in common, or (ii) cause a trustee to prepay the  
27 principal component of all remaining lease payments required under the Lease-Purchase  
28 Agreement ("Installment Two").

29 C. If the Parties exercise the option to purchase the Arena Facility, as described in  
30 Paragraph 4.(B)(i) above, the Second Installment of the Public Financing may be structured as  
31 bonds issued by the City and the County. In that event the Ground Lease will terminate and the  
32 City and County will thereafter hold title to the Arena Facility as tenants in common (with  
33 ownership percentages in proportion to their respective actual shares of the Public Financing).  
34 If the Parties cause a trustee to prepay the principal component of all remaining lease payments  
35 required under the Lease-Purchase Agreement, as described in Paragraph 4.(B)(ii) above, the  
36 Public Financing will be structured as certificates of participation in a stream of lease revenues.  
37 In either case, the City will convey to the County an interest in the Project Site so that the

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1 Parties will be tenants in common in the Project Site (with ownership percentages in proportion  
2 to their respective actual shares of the Public Financing).

3 D. Notwithstanding the foregoing, if on the Transfer Date the total principal amount  
4 of the County's participation in the Public Financing does not exceed \$5 million, the County  
5 may at its option determine not to hold any ownership or leasehold interest in the Arena Facility  
6 or the Project Site and may assign its rights to acquire ownership and leasehold interests to the  
7 City. In that case, all of the rights and obligations of the Parties under this Interlocal Agreement  
8 will remain in place, except that the County will not own an interest in either the Arena Facility  
9 or the Project Site.

10 E. If the County holds an ownership or leasehold interest in the Arena Facility or  
11 the Project Site, (i) neither Party may transfer its common interest without the express written  
12 consent of the other Party and (ii) on and after the end of the initial 30-year term of the Arena  
13 Lease, the County may, upon two years' notice to the City, assign and transfer to the City all of  
14 the County's ownership or leasehold interests at no cost to the City, in which case this Interlocal  
15 Agreement will terminate.

16 F. Subject to Section 7 of this Interlocal Agreement, as between the Parties the City  
17 will be the lead with respect to reviews and approvals under the Arena Facility Agreements  
18 relating to the design and construction of the Arena. Subject to Section 7, the City-County  
19 Representative is authorized by the Parties to take the actions described with respect to that  
20 position in the Arena Facility Agreements.

21 G. Under the Arena Facility Agreements, ArenaCo will reimburse the City and the  
22 County for up to \$5 million for their pre-development costs incurred (exclusive of permit fees  
23 and other fees imposed by the City and the County in their regulatory capacities and exclusive  
24 of the costs incurred by the City in connection with the activities of the City-County  
25 Representative after the Commencement Date). If, on the Commencement Date, the total of  
26 those City and County costs exceeds \$5 million, each Party's respective reimbursement share  
27 will be adjusted to allocate each Party's reimbursement in a manner approximately proportional  
28 to its share of total costs reasonably incurred.

H. If the Arena Lease is terminated prior to the end of its initial term, and if the City  
and the County are tenants in common and become responsible for costs relating to the Arena,  
the City and County will contribute to those costs proportionately to their shares of the Public  
Financing. Arena Tax Revenues and any rental payments under any lease or other third-party  
obligation to the City or County that replaces the Arena Lease shall be applied as provided in  
Section 6 of this Interlocal Agreement.

5. Financing.

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A. As reflected in MOU, the total amount to be paid to ArenaCo by the City and County for acquisition of the Project Site and the lease-purchase of the Arena Facility will not exceed \$200 million.

B. The City will finance the public acquisition of the Project Site (*i.e.*, Installment One), the cost of which is not known as of the date of this Agreement but which will be the fair market value of the Project Site, based on an independent appraisal. The amount expended by the City in connection with the acquisition of the Project Site will not exceed \$100 million. Between the Commencement Date and the Transfer Date, the City will be responsible for paying (nominal) rent to ArenaCo under the terms of the Lease-Purchase Agreement, and upon the Transfer Date those payments will be treated as a credit to the City's share of the Second Installment, consistent with RCW 35.42.040.

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C. On the date of Installment Two, and in connection with the lease and/or purchase of the Arena on or after the Transfer Date, each Party will incur a share of Public Financing obligations, part of which is expected to be tax-exempt obligations representing amounts of obligations the Parties determine can be prudently retired from each Party's anticipated property taxes attributable to the Arena and the Arena Tenant Improvements during the term of the Arena Lease. The total amount of Public Financing will not exceed a cumulative amount (*i.e.*, including Installment One), totaling \$200 million of City and County obligations, of which up to \$120,000,000 will be City obligations and of which up to \$80,000,000 will be County obligations; provided, however, that if, as set forth in Paragraph 10.ii of the MOU, all of the conditions related to an NHL Team have not been satisfied by the Transfer Date, the principal amount of the County's participation in the Public Financing will not exceed \$5,000,000 and will be limited to an amount that the County reasonably determines can be prudently retired from its anticipated property taxes attributable to the Arena and the Arena Tenant Improvements.

D. City and County obligations are expected to have the same basic structure, payment dates and final maturity dates, with appropriate differences for taxable and tax-exempt debt (if any). Neither Party may refinance its respective Arena obligations to change payment dates, extend the term or increase annual debt service, without the consent of the other Party. Each Party will be solely responsible for its obligations incurred in connection with the Arena Project, and neither the City nor the County will guarantee or be responsible in any way for the payment of the other Party's obligations.

6. Application of Arena Tax Revenue.

A. The City will establish and maintain for the benefit of the Parties a special fund designated as the "City-County Arena Project Fund" or such other designation that the City deems appropriate (the "Arena Fund"). The Arena Fund will be administered by the City. The Advisory Board (defined and described below) will provide advisory oversight of the maintenance and uses of the Arena Fund. The City will create, within the Arena Fund, an Arena Revenue Account, and a City-County Capital Account, and the City may create other

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accounts, subaccounts or subfunds within or associated with the Arena Fund, all consistent with the Arena Facility Agreements. Interest earnings on amounts held in each account will be retained in that account, except as otherwise permitted or required under the Arena Facility Agreements.

B. The City and the County will each dedicate to the Project all Arena Tax Revenues and Rent Revenues that each derives from the Arena and the Arena Tenant Improvements during the term of the Arena Lease, except for taxes that are subject to legal restrictions that preclude their use either for payment of Arena-related debt or expenses (other than City parking taxes attributable by contract to the Arena).

C. Except for an amount equal to property taxes derived from the Arena and Arena Tenant Improvements that each Party will apply to the payment of tax-exempt general obligation bonds (or general obligation lease payments allocable to tax exempt certificates of participation), each Party will deposit in the Arena Revenue Account, as received, all Arena Tax Revenues received by that Party and dedicated to the Project.

D. The City will receive from ArenaCo, and deposit in the Arena Revenue Account, all Base Rent and Additional Rent. The City will also receive and deposit in the Arena Revenue Account (or in such other funds or accounts established by the City after notice to the Advisory Board) all other payments received from or in respect of obligations to the Parties of ArenaCo, its affiliates, or others.

E. The City and County will each, in proportion to their respective debt issuances, be entitled to transfers from the Arena Revenue Account in amounts necessary to pay or provide for the payment of debt service (or lease payments in the case of certificates of participation) on the taxable portion of the Public Financing that Party incurs in connection with the Arena. If amounts in the Arena Fund exceed the amounts necessary to provide for each Party's current debt service, then unless the Parties mutually determine otherwise, the excess amounts in the Arena Fund will be applied to the retirement or defeasance of outstanding Public Financing on a pro rata basis (*i.e.*, based on the City's and County's pro rata shares of the outstanding Public Financing).

F. In the event of a Payment Default by ArenaCo, and so long as that Payment Default continues: (a) Arena Tax Revenues and Base Rent (if any) received from ArenaCo will be divided between the Parties based on each Party's proportionate share of the outstanding taxable Public Financing, except that after year 15 of the Arena Lease, to the extent necessary to provide for the County's current debt service on its Public Financing, up to 50% of Arena Tax Revenues will be allocated first to the County, with the balance allocated to the City, and (b) Additional Rent payments and withdrawals of balances in the Reserve Account, the Capital Account and the City-County Capital Account, will be allocated first to current debt service on the County's taxable Public Financing (to the extent not provided for by Arena Tax Revenues and Base Rent), and next to current debt service on the City's taxable Public Financing. Further amounts received by the Parties from or in respect of obligations to the Parties from ArenaCo,

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1 its affiliates, or others (e.g., amounts received from the Parties' security interest (as described in  
2 Paragraph 12.f of the MOU and any corresponding terms in the Arena Facilities Agreements))  
3 will be allocated to the Parties in proportion to their respective shares of outstanding taxable  
4 Public Financing.

5 G. In connection with security provided by ArenaCo for its financial obligations to  
6 the Parties, the City will make and maintain the appropriate UCC filings necessary to perfect  
7 security interests, as described in the Arena Facility Agreements, with each Party named as a  
8 "secured party" in those UCC filings.

9 7. Governance.

10 A. The City will serve as administrator of the joint and cooperative undertaking  
11 established in this Interlocal Agreement and will be responsible for day-to-day decision-making  
12 with respect to the Arena and for supervising the City-County Representative. The City will  
13 appoint the City-County Representative after consultation with the County. The City may also  
14 remove and/or replace the City-County Representative after consultation with the County. The  
15 County Executive will designate a County employee to serve as a liaison with the City-County  
16 Representative. The City-County Representative will regularly report to and consult with that  
17 liaison concerning day-to-day decision-making and other matters and decisions concerning the  
18 Arena Facility Agreements, the Arena and the Arena Fund.

19 B. There is established the Arena Project City-County Advisory Board ("Advisory  
20 Board") to act in an advisory role by providing oversight of, and recommendations to City and  
21 County officials concerning the Arena Facility Agreements, the Arena and the administration of  
22 the Arena Fund. The Advisory Board will consist of one appointee from each of the following,  
23 which appointee will be an elected official or other employee of the City or the County, as  
24 applicable:

- 25 o The Mayor of the City (and if the Mayor fails to appoint someone, the  
26 City's Budget Director)
- 27 o The County Executive (and if the Executive fails to appoint someone, the  
28 County's Budget Director)
- o The City Council (and if the Council fails to appoint someone, the chair  
of the City Council's primary budget and finance committee, currently  
the Government Performance and Finance Committee)
- o The County Council (and if the Council fails to appoint someone, the  
chair of the County Council's primary budget and finance committee,  
currently the Budget and Fiscal Management Committee).

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1 C. Notwithstanding the foregoing, if the principal amount of the County's  
2 participation in the Public Financing does not exceed \$5,000,000, the only County  
3 representative on the Advisory Board will be the appointee of the County Executive Council (as  
4 described above).

5 D. The Advisory Board will make recommendations to City and County officials on  
6 Milestone Decisions (defined in Section 7.H(iii) below) or other significant decisions the  
7 Advisory Board may identify concerning the Arena Facility Agreements, the Arena and the  
8 Arena Fund. The Advisory Board will attempt to reach consensus agreement on any issue  
9 before it. If consensus is not reached, members of the Advisory Board may make separate  
10 recommendations on an issue.

11 E. The City-County Representative will provide the Advisory Board with at least  
12 quarterly reports detailing the status of all revenues of, expenditures from and balances in the  
13 Arena Fund and associated accounts, describing the status of activities and decisions that have  
14 occurred regarding the Arena Facility Agreements, the Arena and the Arena Fund, and  
15 providing other information that the City-County Representative may deem appropriate to  
16 provide or that the Advisory Board may request. The City-County Representative will report to  
17 the Advisory Board regarding proposed Milestone Decisions (as defined below) and any other  
18 significant decisions that the Advisory Board may identify. The City-County Representative  
19 will provide the Advisory Board with sufficient advance notice of such decisions so that it may  
20 meaningfully evaluate and recommend a decision based on the City-County Representative's  
21 Report.

22 F. The City-County Representative will promptly provide a copy of the reports  
23 described in Paragraph 7.E to the City Council and the County Council, together with such  
24 other reports as either council may from time to time request.

25 G. The City-County Representative will report immediately to the Advisory Board,  
26 the City's Mayor, the County Executive and the County Liaison upon the occurrence of an  
27 event of default under the Arena Facility Agreements.

28 H. The process for making decisions with regard to the Arena Facility Agreements,  
the Arena and the Arena Fund will vary depending on the nature and scope of the decision as  
follows:

(i) The City will make decisions on day-to-day operations ("Day-to-Day  
Decisions").

(ii) The City and the County will agree on important decisions that could  
materially affect the interests of the Parties ("Material Decisions"). If they are unable to agree,  
either Party may reasonably promptly thereafter invoke Dispute Resolution. Subject to Section  
7.H(v), such decision may not be acted upon until resolved through Dispute Resolution.

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(iii) The City and the County will agree on milestone decisions that could significantly affect the interests of the Parties ("Milestone Decisions") after obtaining a recommendation from the Advisory Board. If they are unable to agree, either Party may reasonably promptly thereafter invoke Dispute Resolution. Subject to Section 7.H(v), such decision may not be acted upon until resolved through Dispute Resolution.

(iv) Either Party may at any time invoke Dispute Resolution to address any issue that materially adversely affects that Parties interests or to address a breach of this Interlocal Agreement by the other Party.

(v) If in an emergency an immediate decision must be made (a) in order to avoid direct, significant and material negative or irreparable impacts on the interests of the Parties related to the Arena Facility Agreements, the Arena or the Arena Fund, or (b) in order to avoid missing a deadline in the Arena Facility Agreements, the City (in close consultation with the County) may act, with prompt notice given to the Advisory Board. In such case the City may act even if the Parties have invoked Dispute Resolution concerning the issue.

(vi) The table in Exhibit A attached hereto and incorporated herein sets forth the types of decisions that fit into the separate categories set forth in this Section 7. The table does not list all decisions, but rather lists examples of the types of decisions expected. If a decision is not listed, it may be classified using the terms set forth in this Section 7 and by comparing the decision to the examples in the Table.

(vii) The Parties intend to act primarily through the City-County Representative and the County Liaison. Either Party may, however, designate a different person within that Party's organization to act on behalf of that Party. The Parties also acknowledge and agree that the collaborative decision-making required herein will require each to provide the other with reasonable advance notice of matters requiring decisions and reasonably prompt resolution of such matters in order to assure effective, efficient and timely interactions with ArenaCo.

8. Dispute Resolution.

A. Whenever any dispute arises between the Parties under this Agreement which is not resolved by routine meetings or communications, the Parties agree to seek resolution of such dispute by the process described in this Section 8 ("Dispute Resolution").

B. The Parties will seek in good faith to resolve any such dispute or concern by arranging a meeting between City and County officials with authority to resolve the matter (including without limitation a meeting between the Mayor and the County Executive) within five business days after either Party receives notice of a dispute. If the Parties are unable to resolve the dispute informally within 10 working days, either Party may request the assistance of a mediator.

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1 C. If it proves impossible to arrive at a mutually satisfactory solution through  
2 mediation within 30 working days of the request for the mediator, the Parties may refer the  
3 dispute to an arbitrator, who will be authorized to make a decision regarding the dispute, and  
4 that decision will be final and binding on the Parties. The Parties will share equally the costs of  
5 mediation and/or arbitration, and each Party will assume its own costs.

6 D. This provision does not prevent the Parties, upon mutual agreement, from  
7 engaging in any other alternative dispute resolution process of their choosing and, anything  
8 else in this Section notwithstanding, if either Party, at any time, believes that there is the need  
9 to maintain the status quo pending resolution by one or more of the methods set forth in this  
10 Section 8, that Party may seek a temporary restraining order, preliminary injunction or other  
11 equitable relief from any court of competent jurisdiction.

12 9. KeyArena. As between the Parties, the City (and not the County) will be solely  
13 responsible for any activities, decisions and costs associated with KeyArena under the Arena  
14 Facility Agreements.

15 10. Risk Provisions.

16 A. Each Party shall defend, indemnify and hold harmless the other party, and all of its  
17 officials and employees, from any and all claims, demands, suits, actions, fines, penalties, and  
18 liability of any kind, including injuries to persons or damages to property (collectively "Claims"),  
19 which arise out of or are related to any negligent acts or omissions or any breach of this Agreement  
20 by the indemnifying party or its employees, contractors or agents. Provided, that if any such  
21 Claims are caused by or result from the concurrent negligence or breach of this Interlocal  
22 Agreement by the City or its employees, contractors or agents and the County or its employees,  
23 contractors or agents, each party's obligation hereunder applies only to the extent of the negligence  
24 or breach of such party or its employee, contractor or agent.

25 B. The foregoing indemnity is specifically and expressly intended to constitute a  
26 waiver of each party's immunity under industrial insurance, Title 51 RCW, as respects the other  
27 party only, and only to the extent necessary to provide the indemnified party with a full and  
28 complete indemnity of claims made by the indemnitor's employees. This waiver has been  
mutually negotiated.

29 C. As between the Parties and ArenaCo under the Arena Facility Agreements,  
30 ArenaCo will bear all costs and responsibility for investigating, responding to and remediating  
31 Hazardous Materials associated with the Project Site. As between the City and the County, the  
32 City will bear all costs and responsibility for investigating, responding to and remediating  
33 Hazardous Materials associated with the Project Site, and shall indemnify, defend and hold  
34 harmless the County and all of its officials and employees from all liability arising out of the  
35 discovery of such Hazardous Materials. "Hazardous Materials" as used herein shall mean any  
36 hazardous, dangerous or toxic wastes, materials, or substances as defined in state or federal  
37 statutes or regulations as currently adopted or hereafter amended.

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1 D. The City shall defend, indemnify and hold harmless the County, and all of its  
2 officials and employees, from any and all claims, demands, suits, actions, fines, penalties, and  
3 liability of any kind (collectively "Claims"), which arise out of or are related to any claim that the  
4 Arena Facility Agreements or the transactions contemplated thereunder do not comply with City of  
5 Seattle Initiative 91.

6 11. Binding Effect. This Agreement shall inure to the benefit of the Parties and shall be  
7 binding upon the Parties and their successors. This Agreement may not be assigned.

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8 12. No Rights Created in Third Parties. The terms of this Agreement are not intended to  
9 establish or to create any rights in any persons or entities other than the Parties and the  
10 respective successors of each.

11 13. Force Majeure. Neither Party shall be liable to the other or deemed in breach or default  
12 hereunder if and to the extent its performance hereunder is prevented by reason of force  
13 majeure. The term "force majeure" means an occurrence that is beyond the control of such  
14 Party and could not have been avoided by exercising due care. Force majeure shall include acts  
15 of God, terrorism, war, riots, strikes, fire, floods, earthquakes, epidemics or other similar  
16 occurrences.

17 14. Severability. In the event any provision of this Agreement shall be held invalid or  
18 unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render  
19 unenforceable any other provision hereof.

20 15. Amendments. This Agreement may be amended, changed, modified or altered by an  
21 instrument in writing duly executed by the Parties (or the successors in title of each). The  
22 Parties anticipate that this Agreement will be adjusted to conform to the provisions of the  
23 Umbrella Agreement and the Transaction Documents.

24 16. Effective Date. This Agreement shall become effective upon its full execution. All acts  
25 performed by any Party prior to the effective date of this Agreement and consistent with its  
26 terms, are ratified and confirmed.

27 17. Recording. This Agreement may be recorded or made otherwise available consistent  
28 with applicable law

18. Applicable Law and Venue. This Agreement shall be construed and interpreted in  
accordance with Washington law. Venue will be in the Superior Court for the State of  
Washington in and for King County.

19. 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.

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1 The addresses to be used in connection with such correspondence and notices are the following,  
2 or such other address as a Party shall from time to time direct:

3 City:

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6 Copies to:

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12 20. Execution. This Agreement may be executed in one or more counterparts.

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IN WITNESS WHEREOF, the City and the County have caused this Agreement to be executed in their respective names by their duly authorized officers, and have caused this Agreement to be dated as of the date set forth on the first page hereof.

**KING COUNTY, WASHINGTON**

**CITY OF SEATTLE**

By: \_\_\_\_\_  
County Executive

By: \_\_\_\_\_  
Mayor

Date: \_\_\_\_\_

Date: \_\_\_\_\_

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**EXHIBIT A**

**Material and Milestone Decisions**  
(\* Denotes Milestone Decisions)

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**Pre-Development and Planning Phase**

- Agreement on terms of Umbrella Agreement and Transaction Documents (MOU ¶ 7)
- Agreement on allocation of reimbursable development costs (MOU ¶ 3.b)

**Design and Construction Phase**

- Agreement on three NBA/NHL arenas for Design Standards (MOU ¶ 15.b)
- Agreement on Schematic Design Package (MOU ¶ 15.f)
- Agreement on approval of material deviations from Design Standards (MOU ¶ 15.h)
- Agreement on approval of material deviations from Schematic Design (MOU ¶ 15.h)
- Agreement to intervene and join as a party in action between ArenaCo and specified construction and design-related entities (MOU ¶ 15.l)
- Agreement on naming rights (MOU ¶ 20.a)

**Conditions Precedent/Public Financing**

- \*Agreement that all City-County conditions precedent have been satisfied prior to Public Financing (MOU ¶ 21)\*
- Agreement on structure of Public Financing for First Installment (MOU ¶ 10)
- Agreement on exercising option or causing lease prepayment on Transfer Date (MOU ¶ 9)
- Agreement on structure of Public Financing for Second Installment (MOU ¶ 10)
- Agreement on use of excess Tax Revenue to apply excess amounts to pay down Public Financing or to deposit in City-County Capital Account (MOU ¶ 12.h.(iv))
- Agreement to refinance, redeem or defease outstanding Public Financing principal (MOU ¶¶ 10 and 12.h.(iv))

**Operations Phase**

- Agreement on three NBA/NHL arenas for Operating Standards (MOU ¶ 14.a)
- Agreement on approval of material changes to Operating Standards (MOU ¶ 14.b)
- Agreement on approval of investment of Reserve Account money (MOU ¶ 12.e(ii))
- Agreement to draw on Reserve Account (MOU ¶ 12.e.(iii))
- Agreement on responses to default, enforcement of security interests/guarantees, and draws on Capital Account and City-County Capital Account (MOU ¶¶ 12.f, 12.d and 12.e)
- Agreement on Five-Year CIP (MOU ¶ 13.c)
- Agreement on repairs, replacements or maintenance for Arena (MOU ¶ 13.c)
- Agreement on use funds in City-County Capital Account (MOU ¶ 12.e)

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1 Agreement on use of the Arena for City-County Events (MOU ¶ 14.c)  
2 \*Agreement on sale of ArenaCo or assignment of Arena contracts (MOU ¶ 20.c.)\*  
3 Agreement on Dispute Resolution decisions (MOU ¶ 25)

### 4 **Day-to-Day Decisions**

#### 5 *Pre-Development and Planning Phase*

6 Issue call for bids for the Project (MOU ¶ 6)  
7 Agreement on Fair Market Value of Project Site (MOU ¶ 8)

#### 8 *Design and Construction Phase*

9 Attend meetings with and provide input to ArenaCo on development, design and  
10 construction (MOU ¶ 15)  
11 Object to material deviations from approved Schematic Design (MOU ¶ 15.f)  
12 Review ArenaCo selection of and contracts with construction/design entities (MOU ¶ 15.i)  
13 Review construction and design contracts for compliance with Other Provisions, Insurance,  
14 Indemnification, and Labor Peace Agreement requirements (MOU ¶¶ 15.j, 15.k and 15.n)

#### 15 *Conditions Precedent/Public Financing*

16 Prepare and update schedule of estimated Annual Reimbursement Amount (MOU ¶ 12.c)

#### 17 *Operations Phase*

18 Monitor Rent and Additional Rent Payments (MOU ¶ 12.c)  
19 Monitor Coverage Ratio and Reserve Account Requirements (MOU ¶ 12.e)  
20 Make/maintain filings to perfect security interests (MOU ¶ 12.f)  
21 Prepare monthly accounting on Arena Tax Revenues (MOU ¶ 12.h)  
22 Inspect Arena and retain professional to assist with development of schedule of major  
23 maintenance (MOU ¶ 13.c)  
24 Monitor marketing efforts (MOU ¶ 14.d)

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