

April 21, 1986
8464A/MMc:clt

INTRODUCED BY: Audrey Gruger

PROPOSED NO.: 86-176

ORDINANCE NO. 7576

AN ORDINANCE relating to the Use Agreement between King County and the Seattle Mariners and relating to the Use Agreement between King County and Seattle Professional Football, granting the Council's consent to certain amendments of both Use Agreements.

BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

SECTION 1. The King County Executive is authorized to execute the attached amendment to the agreement originally executed between King County and Seattle Mariners on March 2, 1976 and subsequently amended on January 6, 1982 and October 24, 1985.

SECTION 2. The King County Executive is authorized to execute the amendments to the Use Agreement between King County and Seattle Professional Football, dated January 6, 1976, which are included in the amended form of that Use Agreement, a copy of which amended Use Agreement is attached hereto.

INTRODUCED AND READ for the first time this 31st day of March, 1986.

PASSED this 21st day of April, 1986.

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

Audrey Gruger
CHAIR

ATTEST:

Dorothy M. Quinn
CLERK OF THE COUNCIL

APPROVED this 22 day of April, 1986.

Jim Hill
KING COUNTY EXECUTIVE

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AGREEMENT TO AMEND USE AGREEMENT

THIS AGREEMENT is made and entered into as of this _____ day of _____, 1986, by and between King County, Washington (the County), and the Seattle Mariners, a limited partnership and successor to the Seattle Baseball Club (the Club).

RECITALS

WHEREAS, the parties hereto desire to amend in part the Agreement, dated March 2, 1976, entered into between the County and the Club, as previously amended by those certain agreements entitled (1) "1982 Amendments to 1976 Use Agreement Between King County, Washington and Seattle Baseball Club", (2) the "Settlement Agreement" between the parties dated January 6, 1982, and (3) the "Agreement to Amend Use Agreement and Settle Claims", between the County, the Seattle Mariners and George L. Argyros, dated October 24, 1985, (collectively, the Use Agreement);

WHEREAS, these amendments are necessary to conform certain provisions of the Use Agreement to certain provisions of amendments to the use agreement between the County and Seattle Professional Football (SPF), and to clarify certain inconsistencies in the Use Agreement;

WHEREAS, the parties intend that the Use Agreement and this amendatory agreement be read as an integrated whole;

NOW THEREFORE, for and in consideration of the mutual covenants contained herein, the parties hereto do agree as follows:

1. The Use Agreement is hereby amended by deleting paragraph 11. ("Office Building Option") of the October 24, 1985, Agreement to Amend Use Agreement and Settle Claims in its entirety, and by adding new Article Twenty, (which is, with the exception of the length of the option, paragraph 10 of the 1982 Settlement Agreement) to read in its entirety as follows:

ARTICLE TWENTY

Office Building

(a) In the event that the Seattle Mariners, any partner of the Seattle Mariners or an entity controlled by a partner or partners of the Seattle Mariners is able to obtain satisfactory financing and all necessary governmental authorizations, the County will lease to the Seattle Mariners a portion of the real property (the "Premises") at the northwest corner of the parcel on which the Domed Stadium is located, which Premises shall be of sufficient size to construct thereon an office building (the "Building") not more than six (6) stories in height, each story being not more than 20,000 square feet in total area. The Owner/Developer (as defined below) shall bear all expenses associated with financing for the Building, and shall be solely responsible for obtaining all necessary permits and authorizations required for the construction of the Building, and the County

makes no warranty of the availability of any such permits or authorizations from any third party. The lease shall be for an original term of forty (40) years, with one (1) option period for fifteen (15) years. All improvements or alterations made or erected upon the Premises shall, upon expiration of the lease term or sooner termination of the lease as a result of default, become the sole and exclusive property of the County without compensation or payment to any party, except as provided in paragraph (c) below. The lease agreement shall be in a form and content mutually acceptable to the County and the Seattle Mariners and shall provide to the Owner/Developer's lender a reasonable opportunity to cure the default, if any, of the Owner/Developer. The lease agreement shall comply with all applicable laws and ordinances, including a valid legal description for the Premises, and shall include among other terms and conditions, normal provisions relating to antidiscrimination, public liability insurance, indemnity, force majeure, and damage or destruction of the Building.

(b) The Seattle Mariners may not assign, hypothecate, transfer or alienate the lease except to a partner of the Seattle Mariners or an entity controlled by a partner or partners of the Seattle Mariners for the purpose of developing the Building (such entity which develops the Building shall be referred to herein as the "Owner/Developer"), or to any organization which is the successor-in-interest to the Seattle Mariners' rights under the

Use Agreement. The execution of a leasehold mortgage for purposes of financing the construction of the Building shall not be deemed to be a prohibited assignment; provided, however, any such leasehold mortgage or similar financing arrangement shall likewise restrict the right of the mortgagee or purchaser at a foreclosure sale to assign the Lease in the event of foreclosure or an assignment of the leasehold estate in lieu thereof and shall contain provisions consistent with paragraph (c) below. The rent payable during the original term of the Lease shall be equal to five percent (5%) of the gross rents (before deduction for taxes, depreciation, operating expenses and debt service) paid with respect to all portions of the Building in excess of 15,000 square feet. All ad valorem, use and excise taxes, and utility charges associated with the Premises and the Building will be paid as additional rent. Rent for the option period shall be negotiated, and should the parties be unable to agree upon a rental rate, the rent shall be adjusted and fixed by the arbitration procedure set forth in King County Code (K.C.C.) Section 4.56.180(c) as presently codified to an amount equal to the fair market ground rate for the Premises.

(c) In the event of any one of the following occurrences:

(1) The Seattle Mariners ceases to maintain its permanent offices in the Building; or

(2) The Owner/Developer no longer qualifies under subparagraph 20(b), above; or

(3) The Seattle Mariners ceases to conduct major league baseball in the Domed Stadium (other than as a result of a temporary force majeure as specified in paragraph 15.6(b) of the Use Agreement);

Then, in any such event, the County may, at its sole option, either (1) terminate the Lease and purchase the Building at its then fair market value; or (2) continue the ground lease, and the rental payable to the county thereunder shall be adjusted to an amount equal to the then fair market ground lease rate for the Premises based upon its then-existing use. In the event the parties cannot agree to the fair market value or the fair market value ground lease rate, then and in such event such value or rate shall be determined through the arbitration procedures established pursuant to K.C.C. 4.56.180(c), as presently codified.

(d) The Owner/Developer shall bear all costs and expenses relating to the development of the Building. The County shall make available on a nonexclusive basis for use in conjunction with the Building and in a manner which does not interfere with parking for public events in the Domed Stadium, a maximum of 270 parking spaces adjacent to the Building in the Domed Stadium north parking lot. The County shall receive its prevailing rental rate for these spaces.

(e) The design and construction of the Building shall be in accordance with all applicable laws, ordinances and regulations, and the design shall further be subject to approval by the King County Design Commission, which approval shall not be unreasonably withheld. In the event construction of the Building has not been commenced before the end of the Term, as it may be extended, then in such event all obligation of the County and right of the Seattle Mariners and/or the Owner/Developer to lease the Premises shall expire.

2. Paragraph 11.3(b) of the Use Agreement is hereby amended to read in its entirety as follows:

(b) The County will pay (or the Club may hereafter offset against use payments otherwise due under Section 4.11 of this Agreement) 50% of all future costs for office and storage space including rent, maintenance services and utilities attributable to a maximum of 7,500 square feet for the remainder of the Term of the Agreement including optional extensions unless and until the office building described in Article Twenty of this agreement is constructed and available for occupancy by the Club or unless and until the County makes available to the Club other suitable space, mutually agreed upon by the parties for the construction by the Club of permanent office facilities; provided, however, that for the purpose of calculating the County's payments as described above, rent shall be limited during 1982 to the lesser amount of \$14.00 per square foot per year or the Club's

actual rent cost and during subsequent years to the lesser amount of the Club's actual rent cost or an adjusted rent computed by adjusting \$14.00 per square foot each year beginning in 1983 to the extent of the percentage change in the Consumer Price Index described in subsection 4.5(d) hereof from November 1981 to November of the year preceding the year for which the adjusted maximum rent amount is being computed. For example, should the Club lease 8,000 square feet of office space in 1982 the County will be responsible for the rent (at the lesser of the Club's actual cost or \$14.00 per square foot per year), maintenance services and utilities attributable to 3,750 square feet of space. The parties agree that until January 6, 1990, the County shall have the right to terminate its obligation to make payments under this subsection 11.3(b) by making available to the Club at least 7,500 square feet of first-class space within the Kingdome Annex (formerly Johnson Plumbing Building) located at 589 Occidental South, Seattle, Washington 98104, suitable for the construction therein by the Club at its expense of permanent office facilities. Such space, if provided by the County, shall include exterior and demising walls, smooth sub-floor ready to receive finished floor material, toilets at a core location, and basic mechanical and utilities systems. The Club shall provide its own tenant improvements such as, for example, interior walls, lighting fixtures, convenience outlet distribution, convenience plumbing, secondary duct distribution, diffusers, finished floor material

and any suspended ceiling. If, for any reason, it is impossible to situate permanent office facilities within the Domed Stadium, the County shall in any event at all times during such Season make available for use by the Club adequate private meeting room space within the Domed Stadium for Club executives.

3. Section 5.2 of the Use Agreement, as amended by the 1982 Amendments and the October 24, 1985, Agreement to Amend Use Agreement and Settle Claims, is hereby amended to read in its entirety as follows:

5.2 Scheduling of Games

(a) The Club shall have priority in the scheduling of dates for use of the Stadium Premises over all other users of the Domed Stadium during each Season throughout the Term, including intra-divisional and inter-divisional playoff, World Series, make-up, All-Star and exhibition games, except during the Overlap, as defined in (b) of this section, when the Club shall share dates with Seattle Professional Football (SPF), as set forth in 5.2(b)(c)(d) and (e), below. The parties recognize that the Club gave bargained-for consideration in negotiating its scheduling rights under this agreement and, except as so agreed, should not be required to give up such rights. To this end, when scheduling tentative dates for other users of the Domed Stadium during the Season, except for the scheduling of dates pursuant to 5.2(b)(c)(d) and (e) below, the County will inform such users of the Club's scheduling priority rights during the Season. If such

tentative schedules must be altered to make way for Home Games subsequently scheduled by the Club, the County will take all reasonable steps to recognize and protect the Club's contractually established scheduling priority and 30-hour rule rights.

(b) The parties recognize that the two prime tenants of the Domed Stadium (SPF and the Seattle Mariners) have schedules which overlap (for purposes of this Article, "Overlap" is defined as a period during which both National Football League (NFL) and American League (AL) baseball games are scheduled, including NFL preseason games, NFL and AL Championship Season games, AL playoff games, AL Championship Series games and World Series games). The parties also recognize that the AL schedule is released in advance of the NFL schedule and that it will be necessary for the Seattle Mariners to leave certain dates available for NFL scheduling. The Domed Stadium shall be available for the Home Games of SPF and the Seattle Mariners on an equitably shared basis, which shall be as set forth in 5.2(c)(d) and (e), below.

(c) The Seattle Mariners' schedule shall provide for, the County shall provide for and SPF shall be entitled to, at least two (2) weekends for NFL preseason football games. For purposes of this paragraph, "weekend" is defined as Friday and Saturday, and "NFL preseason football games" is defined as any NFL games played prior to the NFL Championship Season.

(d) The Seattle Mariners' schedule shall provide for, the County shall provide for and SPF shall be entitled to, an equal division of Sunday dates during that portion of any Overlap which includes the NFL Championship Season and the AL Championship Season; provided that with respect to those years in which there is an odd number of Sundays during such Overlap, SPF and the Seattle Mariners shall on an alternating basis be entitled to schedule home games on a majority of such Sundays. For purposes of this subparagraph 5.2(d) the Seattle Mariners shall be entitled to schedule home games on a majority of the Sundays in the first year after 1986 in which there is an odd number of Sundays during the Overlap. (For purposes of this Article "Championship Season," for both the NFL and AL, means the regular season and does not include any preseason or post-season games). In no event shall the Seattle Mariners' schedule provide for, nor the County provide for, the playing of Seattle Mariners home games on more than two (2) consecutive Sundays during such Overlap; that is, in no event shall more than two (2) consecutive Sundays be unavailable to SPF during such Overlap. At least one Sunday date made available for SPF Home Games each year shall be followed by an available Monday date.

(e) The Seattle Mariners shall have priority over SPF in scheduling Sunday games for AL playoffs, the AL Championship Series and the World Series; provided that in no event shall the Seattle Mariners play baseball home games on more than three (3)

consecutive Sundays, including American League Championship Season games, AL Playoffs, AL Championship Series, and World Series games; and the Seattle Mariners' schedule shall provide, and the County shall provide that no more than three (3) consecutive Sundays shall be unavailable to SPF on account of the scheduling of such baseball games. Should it become necessary, because of the priority granted to the Seattle Mariners by this paragraph 5.2(e), SPF shall be solely responsible for rescheduling its games and for all costs incurred as a result of such rescheduling.

4. Section 19.1(b) of the Use Agreement is hereby amended to read in its entirety as follows:

(b) Notwithstanding the foregoing, the Club shall provide the County with a copy of each proposed agreement for advertising in the Domed Stadium, prior to the Club entering into any such agreement, and the County shall have the right to approve in writing the nature, rate and charge for, and content of all advertising in the Domed Stadium, and any increase in the amount of space devoted to advertising, which approval by the County shall not be unreasonably withheld. The County and the Club agree that the manner and placement of advertising within the Domed Stadium shall be at all times consistent with the Domed Stadium as a first-class facility for playing and viewing of professional baseball and football games and such advertising shall not be in conflict with the rules and regulations of the National Football League in effect as of the effective date of this Agreement. It

is understood and agreed by the parties that it is the intent of this Section 19.1 that the Club will market advertising space in the Domed Stadium at the prevailing market rates for each such type of advertising revenues for both the Club and the County.

5. Section 19.4 of the Use Agreement is hereby amended to read in its entirety as follows:

19.4 Diamond Vision Advertising

(a) The Club shall have the right, subject to the approval of Diamond Vision Incorporated, to sell to third parties up to nine (9) minutes of video advertising to be displayed on the Diamond Vision screen located above the left and center field stands in the Domed Stadium during each of the Club's Home Games. The Club agrees to obtain any consent legally required of Diamond Vision Incorporated to such advertising, and the County agrees to cooperate reasonably with the Club. Any and all revenues obtained by the Club from the sale of such advertising shall be the property of the Club and shall not be subject to the provisions of Section 19.1 of this Use Agreement.

(b) The Club recognizes the rights granted by the County to Seattle Professional Football (SPF) to market advertising on the Diamond Vision screen pursuant to the terms of SPF's use agreement with King County. The Club agrees that it will exclude the use of the Diamond Vision screen from any exclusive advertising provisions in contracts hereafter entered for

advertising in the Domed Stadium, and the Club will make a good faith request to arrange for the deletion of Diamond Vision screen advertising on SPF home game days from exclusive advertising provisions, now in effect.

6. Section 18.2(a) of the Use Agreement is amended to read in its entirety as follows:

18.2 Sale of Minority Interest in Club

(a) Beginning no later than one year after the effective date of this amended agreement and continuing for a period of at least three years, subject to the terms and conditions hereinafter set forth, the Club shall make available to a "Qualified Buyer" the opportunity to purchase a "Significant Minority Interest" in the Club at a "Fair Price"; provided, however, that neither this covenant, nor the performance thereof, shall be construed to limit or otherwise restrict the Club's rights under Article Seventeen hereof or under any other provisions of the Use Agreement.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed this ____ day of _____, 1986.

KING COUNTY, WASHINGTON

SEATTLE MARINERS
By Seattle Mariners Management Corporation

By _____
TIM HILL
King County Executive

By _____
GEORGE L. ARGYROS, President
General Partner

STATE OF WASHINGTON)
 : ss.
COUNTY OF K I N G)

On this _____ day of _____, 1986, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Tim Hill to me known to be the King County Executive who executed the foregoing instrument, and acknowledged the said instrument to be his free and voluntary act and deed, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.

Notary Public in and for the
State of Washington, residing
at _____

STATE OF WASHINGTON)
 : ss.
COUNTY OF K I N G)

On this _____ day of _____, 1986, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared George L. Argyros to me known to be the Seattle Mariners General Partner who executed the foregoing instrument, and acknowledged the said instrument to be his free and voluntary act and deed, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.

Notary Public in and for the
State of Washington, residing
at _____

7576

**AMENDED
AGREEMENT**

Between

KING COUNTY, WASHINGTON

And

SEATTLE PROFESSIONAL FOOTBALL

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AMENDED AGREEMENT

THIS AMENDED AGREEMENT made and entered into this ____ day of April, 1986, by and between KING COUNTY, WASHINGTON, a duly incorporated municipal corporation of the State of Washington (hereinafter "County") and SEATTLE PROFESSIONAL FOOTBALL (hereinafter "SPF"), a general partnership organized and existing under the laws of the State of Washington with a place of business at 5305 Lake Washington Boulevard, Kirkland, Washington 98033 and consisting of Professional Football Limited Partnership (Managing Partner), SPF Associates Limited Partnership, Blue Wave Corporation, Bean Ball Company, Wright Football Associates Limited Partnership, and Western Associates Partnership, all as general partners.

W I T N E S S E T H:

Recitals

WHEREAS, the County has constructed, and owns and operates, the Domed Stadium (as defined herein) in Seattle, Washington; and

WHEREAS, SPF is the possessor of the Seattle franchise of the National Football League; (the "Seattle Seahawks") and since 1976 has been a prime tenant in the Domed Stadium;

WHEREAS, the County and SPF desire that SPF remain a prime tenant in the Domed Stadium and that the existing Agreement ("Original Agreement") specifying the terms and conditions under which SPF will use the Domed Stadium in connection with its NFL franchise (entered into on January 6, 1976) be amended, and its term extended for an additional ten (10) years; and

WHEREAS, such amendment to the Original Agreement will resolve a number of outstanding matters at issue between the County and SPF.

NOW, THEREFORE, for and in consideration of the mutual agreements herein contained, the parties hereto do hereby agree as follows:

Definitions. As used in this Agreement, the following terms shall have the meaning herein assigned to them.

A. Agreement means this Amended Agreement, as from time to time amended and supplemented in accordance with the terms hereof, including the license to use the Domed Stadium for Home Games pursuant to Article Three, the license to use the Domed Stadium as a practice facility pursuant to paragraphs 3.2 and 11.6, the lease of the Home Team Locker Room, Owner's Box and parking spaces pursuant to Article Twelve, and all other provisions of this Agreement.

B. Approval of SPF means the prior written consent of Seattle Professional Football which shall not, in any case, be unreasonably withheld.

C. County means King County, a municipal corporation of the State of Washington.

D. Commissioner means the party designated as the Commissioner or similar officer of the NFL.

E. Day of Game means the calendar day upon which a Home Game of the Seahawks is scheduled to be played in the Domed Stadium.

F. Domed Stadium means the multipurpose Stadium, seating approximately 65,000 persons, constructed and owned by King County, together with all structures, equipment and other appurtenances incorporated in or adjacent to the Stadium site at the date hereof or during the term of this Agreement.

G. Home Game or Home Games means any professional football game or games played at which the Seahawks team is the host team (as currently defined by the NFL), including preseason, regular

season, divisional playoff games and Conference championship games.

H. NFL means the National Football League or its successor or successors as the professional football league or organization of which the Seattle NFL team is a member.

I. Parking Area means the area adjacent to the Stadium containing approximately 2,000 passenger vehicle parking stalls.

J. Football Novelties shall mean merchandise, goods, wares and publications bearing the symbol, mark or name of the Seahawks, the NFL, or any other NFL team, and all other football-related merchandise, including team pictures or pictures of players or other team personnel.

K. Season Tickets means those tickets to Home Games in the Domed Stadium sold by SPF each year as part of a multiticket package.

L. Seahawks means the NFL professional football team owned and managed by Seattle Professional Football.

M. Seats means those seats in the Domed Stadium including seats in the Press Level Loges and One Hundred Level Loges and Stadium Club, if constructed, from which events in the Domed Stadium are to be viewed.

N. SPF means Seattle Professional Football, a general partnership possessing the Seattle NFL team franchise, and its successor or successors.

O. Stadium Club means that facility, if any, to be constructed in the Domed Stadium, together with rights of access to and from such facility.

P. Ticket Sales Proceeds means the gross revenues derived from the sale of tickets for each Home Game less admissions taxes or similar taxes levied on admissions to Home Games.

Q. Stadium Director means the County Director of the Department of Stadium Administration.

R. Stadium Novelties shall mean merchandise, goods, wares and publications, depicting, describing or otherwise relating to the Domed Stadium and/or King County, excluding "football novelties."

S. Pay Television Broadcast means any day of game television coverage of any Home Game transmitted by cable or otherwise, in such a manner that a charge is made to the receiver or viewer for the inspection of signals in usable form, and shall include, but not be limited to, telecasts in theaters, taverns and similar establishments and any metered, subscription or "pay-as-you-see" home television.

T. Gross Food and Beverage Concession Revenues means the gross receipts, net of applicable taxes, derived on Home Game days by the County, its concessionaires, licensees, or contractors from the sale of food and beverages and related items sold at concession stands of any type, at satellite lounges in the Kingdom, and all food and beverages and related items sold by hawkers in any location in the Domed Stadium. Gross Food and Beverage Concession Revenues shall not include banquet and catering sales and sales of non-food items (e.g., souvenirs and cigarettes).

U. Other County Concession Revenue means the gross receipts, net of applicable taxes, derived by the County on Home Game days, from (i) banquet and catering sales, and sales of non-food items (e.g., souvenirs and cigarettes), and (ii) license fees and minimum payments from concessionaires, allocated to SPF Home Game days on the basis of SPF attendance to the attendance for all other events to which such revenue must be allocated.

V. One Hundred Level Loges means those approximately 45 spectator suites, and one spectator suite to be used exclusively by the County, to be constructed around the top of the 100 level

of the Domed Stadium, and described more fully in paragraph 6.7 of this Agreement.

W. Press Level Loges means those 15 spectator suites on the upper press level in use for viewing of SPF Home Games as of the 1986 NFL Season, including boxes numbered or titled 200, 201, 202, 203, 204, 205, 212, 213, 214, 215, 216, 217, the Director's Box, the Kingdome Control Box and the Rainier Suite, and as such suites may hereafter be reconfigured or renumbered and which are located as of the date of this Agreement as shown on Exhibit A attached hereto.

X. Seattle Mariners means that baseball club which is a member of the American League, and which plays its home games in the Domed Stadium pursuant to a use agreement entered into on March 3, 1976, or any successor in interest to such club.

Y. Guest Lounge means that lounge area that has been constructed on the upper press box level, and which is located as shown on Exhibit A.

ARTICLE ONE

Term. The term of the Original Agreement, and all subparts thereof, was for twenty (20) years, commencing on January 1, 1976, and provided that SPF may, at its option, extend the term of the Original Agreement, and all subparts thereof, for an additional ten (10) years. By this Agreement, SPF exercises that option, and the term of this Agreement is therefore extended for an additional ten (10) years, until December 31, 2005, or, if the 2005 NFL Season for the Seahawks is not completed by December 31, 2005, the term of this Agreement is extended for such additional time into 2006 as is necessary for the Seahawks to complete the 2005 NFL Season. Provided, however, if the County has failed to construct the One Hundred Level Loges as required by subparagraph 6.7.a for any reason, including force majeure, by the beginning of the 1995 NFL football season, then SPF shall

have the option to not extend this Agreement beyond the original expiration date. This right to rescind and cancel the exercise of the option to extend as contained in the Original Agreement and made in this paragraph is the sole and exclusive remedy available to SPF with respect to the County's failure to construct the One Hundred Level Loges as required by subparagraph 6.7.a.

ARTICLE TWO

Construction, Financing and Maintenance

2.1 Construction. The County has caused the Domed Stadium to be constructed substantially in accordance with the plans and specifications for the Domed Stadium in effect as of the date of the Original Agreement, January 6, 1976.

2.2 [Deleted.]

2.3 Maintenance and Repair of the Domed Stadium. The County agrees to maintain and repair the Domed Stadium (which shall include, but not be limited to, seats, loges, press box, Visiting Team Locker Rooms, concession facilities, restrooms, and other public areas, and playing surface) so that it will at all times remain a first-class facility for the playing and viewing of professional football games, and to make sufficient funds available for this purpose from amounts collected from among other things, the hotel/motel tax, as may be permitted by law. In the event the County shall default in the due observance and performance of any of its obligations under this section, and if such default is not cured by the County with reasonable promptness after receipt of written notice from SPF setting forth such default, SPF may, without limitation of its other remedies at law, in equity, or under this Agreement, through mandamus or other specific enforcement procedures compel the County comply with the provisions of this section.

2.4 Visiting Team Locker Room. The County has constructed and furnished a suitable locker room facility for the visiting team. Such facility fairly meets the standards and conditions prevalent in other stadiums constructed at about the same time and utilized by NFL teams, and are located as shown on Exhibit B attached hereto.

2.5 Home Team Locker Room. The County has provided space for a home locker room facility for SPF, which is located as shown on Exhibit B attached hereto.

2.6 Insurance.

(a) Property Insurance. The County and SPF, for and in consideration of the execution hereof by each of said parties, do each herewith and hereby release and relieve the other, and waive their entire claim of recovery for loss or damage to property arising out of or incident to fire, lightning and the perils included in the extended coverage endorsement, in, on or about the said premises, whether due to the negligence of any of said parties, their agents or employees or otherwise. The County covenants at all times of this Agreement, at its own cost and expense, to carry and maintain insurance against loss or damage to the Domed Stadium caused by fire and such other causes of loss as are usually and customarily covered by vandalism and malicious mischiefs endorsements and by an "extended coverage endorsement," excluding earthquake insurance, in an amount equal to 90% of the replacement value of the Domed Stadium, or to make such other arrangements as may be approved by SPF to provide for repair or replacement in the event of such loss or damage. The County agrees to evaluate its insurance coverage as herein provided, not less often than annually, to maintain the level of coverage required in this subparagraph.

SPF covenants at all times of this Agreement, at its own cost and expense, to carry and maintain insurance against

loss or damage to the Home Team Locker Room facility constructed pursuant to paragraph 2.5 of this Agreement or to any other facility that SPF may construct and maintain in the Domed Stadium caused by fire and such other cases of loss as are usually and customarily covered by vandalism and malicious mischiefs endorsements and by an "extended coverage endorsement," excluding earthquake insurance, in an amount equal to 90% of the replacement value of those facilities, or to make such other arrangements as may be approved by the County to provide for repair or replacement in the event of such loss or damage. SPF agrees to evaluate its insurance coverage as herein provided, not less often than annually, to maintain the level of coverage required in this subparagraph.

(b) Liability Insurance. The County will at all times during the term of this Agreement, at SPF's cost and expense, carry and maintain, for the mutual benefit of the County and SPF, general public liability insurance against claims for bodily injury, death or property damage occurring on, in or about the Domed Stadium, which insurance shall cover such claims as may be occasioned by an act, omission or negligence of SPF or its officers, agents, representatives, employees or servants during all times that SPF uses the Domed Stadium under the terms of this Agreement. The limitations of liability, which may be increased from time to time as deemed necessary under said liability insurance, shall be not less than:

- (i) \$5,000,000 each person, personal injury liability;
- (ii) \$5,000,000 each occurrence, personal injury liability;
- (iii) \$1,000,000 each occurrence, property damage liability;
- (iv) \$1,000,000 aggregate property damage liability, or a combined limit of \$5,000,000 bodily injury and property damage liability.

At SPF's option it may carry and maintain the insurance provided for in this subparagraph, provided that in the event SPF elects to exercise such option, it shall notify the County not later than May 1 of any lease year. The County will at all times during the term of this Agreement, at its own cost and expense, carry and maintain general public liability insurance or make such other arrangements as may be approved by SPF, to protect against claims for bodily injury, death, or property damage occurring on, in, or about the Domed Stadium which insurance shall cover such claims as may be occasioned by an act, omission, or negligence of the County, or its officers, agents, representatives, employees, or servants. The limitations of liability, which may be increased from time to time as deemed necessary by the County under said liability insurance, shall be not less than:

(i) \$5,000,000 each person, personal injury liability;

(ii) \$5,000,000 each occurrence, personal injury liability;

(iii) \$1,000,000 each occurrence, property damage liability;

(iv) \$1,000,000 aggregate property damage liability, or a combined limit of \$5,000,000 bodily injury and property damage liability.

(c) General Provisions. The insurance described in subparagraphs 2.6(a) and 2.6(b) shall be issued by insurance companies which have Bests Rating of at least A XIII, are duly authorized to issue such policies in the State of Washington and are acceptable to County and SPF. The County and SPF shall be a named insured on all such policies. Certificates or other evidence satisfactory to SPF and the County evidencing the existence and terms and conditions of all insurance maintained pursuant to subparagraphs 2.6(a) and 2.6(b) shall be delivered to SPF upon request. No policies of insurance maintained pursuant to sub-

paragraphs 2.6(a) or 2.6(b) shall be cancelled, nor shall the terms and conditions thereof be altered or amended without sixty (60) days notice to SPF and the County.

ARTICLE THREE

License To Use Domed Stadium for Home Games

3.1 Use of Domed Stadium for Seahawks Home Games. During the term of this Agreement, including the extension described in Article One, the Seahawks shall play all regular season Home Games (as defined herein) in the Domed Stadium unless precluded from doing so by the scheduling of another event pursuant to subparagraph 4.2.c of this Agreement in the Domed Stadium on the day of a Home Game, or unless precluded from doing so by the existence of a labor dispute involving the Domed Stadium which renders the Domed Stadium substantially unavailable for use for professional football games. SPF shall use its best efforts to schedule as many of its preseason games as possible in the Domed Stadium.

3.2 Use of Domed Stadium as Practice Facility on Day Prior to Home Games. In connection with the use of the Domed Stadium on Home Game days, the Seahawks and the visiting team shall each have the right to the exclusive use of the Domed Stadium as a practice facility for three hours (between 9 A.M. and 6 P.M.) on the day prior to Home Games, provided that such practice rights shall be limited to the extent necessary to accommodate the scheduling on such date of an afternoon or evening football game involving colleges and universities operated by the State of Washington or such other compatible event mutually agreed upon between the Stadium Director and SPF. The visiting team's right to use the Domed Stadium as a practice facility shall include the right to use the Visiting Team Locker Room for a reasonable period before and after the three-hour practice period assigned to the visiting team.

3.3 Use of Parking Facilities in Connection with Home Games.

SPF shall have the right to use no less than 500 parking spaces at the Domed Stadium on the day of Home Games, and no less than 50 parking spaces at the Domed Stadium on the day prior to Home Games. SPF shall also have an option, independently exercisable during each year of the term hereof, to rent up to an additional 200 parking spaces at the Domed Stadium on the day of Home Games for a rental equal to the market rental value of those spaces. Said option must be exercised no later than May 1 of the year for which such additional spaces are to be rented.

3.4 Exclusive Use on Days of Home Games. SPF shall have exclusive use of the Domed Stadium for the entirety of all days of Home Games. The County will not use the Domed Stadium for any purpose, nor permit the use of the Domed Stadium by any other party for any purpose on game days without the prior written consent of SPF, except that the right of SPF to use the Domed Stadium for a Home Game or Games may be terminated by the County in the event that a baseball game is scheduled in the Domed Stadium on the day of a scheduled Home Game, as provided for in subparagraph 4.2.c of this Agreement.

3.5 Use of Domed Stadium for Other Football Games. The Domed Stadium will not be used for any professional football games other than those involving the Seahawks, or hosted or promoted by SPF, without the written consent of SPF, which shall not be unreasonably withheld. No other football games of any character will be permitted in the Domed Stadium during the first six days immediately preceding Home Games without the written consent of SPF, except games involving colleges and universities operated by the State of Washington.

3.6(a) County to Furnish Domed Stadium. On the day of Home Games, the County shall furnish and make available to SPF the entire Domed Stadium facility, including the stadium itself, the

playing field, Visiting Team Locker Room, Press Box, Guest Lounge, Director's Box, Kingdome Control Box, broadcast facilities, Press Level Loges, One Hundred Level Loges (when constructed) and other facilities (all of which are included in the definition of Domed Stadium) fully equipped, operating, lighted and staffed for football game purposes no later than three (3) hours prior to game time or less, as otherwise directed by SPF. All County personnel, other than the Stadium Director, personnel designated by the Stadium Director as essential to the management and operation of the Domed Stadium, and the personnel specifically authorized by SPF to remain, shall have exited from the Domed Stadium no later than three (3) hours prior to game time. All costs incurred in connection with the conversion of the playing field and/or other portions of the Domed Stadium from a baseball or other configuration to a football configuration, or from a football configuration to a baseball or other configuration, shall be the sole responsibility of the County.

(b) County to Furnish Concessions Facilities. On the day of Home Games, the County shall cause to be furnished, available and ready for use as directed by SPF prior to game time all concession facilities in the Domed Stadium, together with such personnel as are required to maintain and operate such facilities. SPF shall give notice to the County of the time of concessions operations for Home Games. Such notice shall be at least ten (10) days in advance of the first Home Game in each season and any changes in such time of concessions operations shall be given to the County one day before the Home Game preceding the desired change.

3.7 County to Furnish Utilities. On the day of Home Games the County shall furnish and have available at the Domed Stadium all utilities required for the use of the Domed Stadium as an arena for professional football games, together with such tech-

nical and other personnel as are required to maintain and operate such utilities. On the day of the game all such utilities will be turned on as specified by SPF.

3.8 Day of Home Game Personnel.

(a) At the Expense of SPF. On the day of game, at the request of SPF, the County will make available any or all of the following day of game personnel: ticket sellers, ticket takers, grounds keepers, public address and scoreboard operators, ushers, medical personnel, police and security personnel for the interior of the Domed Stadium and any other stadium personnel specifically requested by SPF. The costs to the County of furnishing the above personnel will be reimbursed by SPF as provided in paragraph 3.10. In lieu of requesting the County to furnish such personnel, SPF may, at its option, furnish any or all such personnel at its own expense. In no event shall SPF be responsible for cleaning up the exterior areas of the Domed Stadium or the interior of any concession areas or for police and security personnel deployed outside the stadium itself nor shall SPF be required to reimburse the County for any expenses incurred by the County in connection therewith nor for any expenses, including personnel expenses, incurred in connection with parking or parking lots. In the event that SPF requests the County to furnish personnel in any of the categories specified above, the number of persons furnished by the County in each category shall be subject to the approval of SPF.

(b) At the Expense of the County. The County shall provide and pay for the cleaning of the Domed Stadium on SPF Home Game days, and the County shall reimburse SPF in the amounts of \$70,667 and \$62,570 for Domed Stadium cleaning expenses incurred by SPF during the 1984 and 1985 football seasons. Such payment shall be made within thirty (30) days of the date this Agreement becomes effective.

3.9 Presentation of Football Games. SPF shall assume full responsibility for the presentation of its Home Games including the payment of all expenses of its own team, guaranties and payments to visiting teams and other expenses incident to the playing of games, including the costs of game officials, who shall be appointed by the Commissioner of the NFL. SPF shall also obtain, furnish and present such pregame, game-time, half-time and post-game activities within the Domed Stadium as it shall deem appropriate in connection with its Home Games.

3.10 Use Payments. In consideration for the use of the Domed Stadium as provided in this Article, SPF shall pay to the County for each Home Game beginning with the first Home Game in the 1986 season an amount equal to the sum of:

- a. Seven percent (7%) of the Ticket Sale Proceeds,
- b. The actual cost to the County of providing day of Home Game personnel pursuant to subparagraph 3.8(a), exclusive of any costs for administration incurred by the County,
- c. The cost of providing the utilities specified in paragraph 3.7 for a period of six hours, plus
- d. Seven percent (7%) of the gross rental proceeds from Press Level Loges.

In addition, SPF shall pay to the County within thirty (30) days of the date this Agreement becomes effective, the sum of \$35,153, on a one-time basis only, as the County's percentage of all prior years' rental of the Press Level Loges.

3.11 Time of Payment. The use payments defined in subparagraphs 3.10.a and .d shall be due and payable by SPF no later than 15 days after the date of each Home Game in the Domed Stadium, and payments defined in subparagraphs 3.10b and c shall be due and payable by SPF no later than 15 days after receipt of invoices from the County.

3.12 Books, Records and Inspection. SPF shall keep accurate books and accounts of the matters upon the basis of which the use payments specified in paragraph 3.10.a and .d are to be computed and ascertained. Such books and records shall be open and available for inspection by the County upon the official request of the Stadium Director during regular working hours between Monday and Friday. The County covenants and warrants that it will keep the information acquired from the examination of such books and records confidential and that it will not disclose any of such information directly or indirectly or use such information for any purpose during the term of this Agreement or any time thereafter except with respect to the disclosure of information concerning the amount of the use payments made to the County pursuant to paragraph 3.10, and except for disclosure of information required by law.

ARTICLE FOUR

Selection of Dates for the Seahawks Home Games

4.1 Dates of Home Games. The parties recognize that customarily schedules for professional football games are made by the NFL in the spring of each year and that SPF will be unable to specify the dates of its Home Games until the NFL schedule is established. The County will therefore not schedule other events in the Domed Stadium, except for Seattle Mariners games as provided herein, without notice to and the written approval of SPF, until said schedule is received by the Stadium Director. The parties recognize the need for SPF to maintain this flexibility in the availability of the Domed Stadium for all Home Games. The parties also recognize that although at the present time professional football games are generally played on Sunday afternoon and Monday night, during the term of this Agreement Home Games may be played on other days, and any such change in customary

playing dates shall not effect the rights of the parties stated herein. The parties recognize that the two prime tenants of the Domed Stadium (SPF and the Seattle Mariners) have schedules which overlap (for purposes of this Article, "Overlap" is defined as a period during which both NFL and American League (AL) baseball games are scheduled, including NFL preseason games, NFL and AL Championship Season games, AL playoff games, AL Championship Series games and World Series games). The parties also recognize that the AL schedule is released in advance of the NFL schedule and that it will be necessary for the Seattle Mariners to leave certain dates available for NFL scheduling. The Domed Stadium shall be available for the Home Games of SPF and the Seattle Mariners on an equitably shared basis, which shall be as set forth in paragraph 4.2 of this Article.

4.2 Scheduling of Home Games.

a. The Seattle Mariners' schedule shall provide for, the County shall provide for and SPF shall be entitled to, at least two (2) weekends for NFL preseason football games. For purposes of this paragraph, "weekend" is defined as Friday and Saturday, and "NFL preseason football games" is defined as any NFL games played prior to the NFL Championship Season.

b. The Seattle Mariners' schedule shall provide for, the County shall provide for and SPF shall be entitled to, an equal division of Sunday dates during that portion of any Overlap which includes the NFL Championship Season and the AL Championship Season; provided that with respect to those years in which there is an odd number of Sundays during such Overlap, SPF and the Seattle Mariners shall on an alternating basis be entitled to schedule home games on a majority of such Sundays. For purposes of this subparagraph 4.2.b the Seattle Mariners shall be entitled to schedule home games on a majority of the Sundays in the first year after 1986 in which there is an odd

number of Sundays during the Overlap. (For purposes of this Article "Championship Season," for both the NFL and AL, means the regular season and does not include any preseason or post-season games). In no event shall the Seattle Mariners' schedule provide for, nor the County provide for, the playing of Seattle Mariners home games on more than two (2) consecutive Sundays during such Overlap; that is, in no event shall more than two (2) consecutive Sundays be unavailable to SPF during such Overlap. At least one Sunday date made available for SPF Home Games each year shall be followed by an available Monday date.

c. The Seattle Mariners shall have priority over SPF in scheduling Sunday games for AL playoffs, the AL Championship Series and the World Series; provided that in no event shall the Seattle Mariners play baseball home games on more than three (3) consecutive Sundays, including AL Championship Season games, AL Playoffs, AL Championship Series, and World Series games; and the Seattle Mariners' schedule shall provide, and the County shall provide, that no more than three (3) consecutive Sundays shall be unavailable to SPF on account of the scheduling of such baseball games. Should it become necessary, because of the priority granted to the Seattle Mariners by this paragraph 4.2.c, SPF shall be solely responsible for rescheduling its games and for all costs incurred as a result of such rescheduling.

d. During the month of October following the Overlap, and for the months of November through January, the Domed Stadium shall be available to SPF on all weekends for the purpose of playing Home Games.

ARTICLE FIVE

Tickets

5.1 Seats. The sale of tickets (whether individual game tickets or Season Tickets) by SPF as to all Seats in the Domed Stadium shall be under the exclusive control of SPF.

5.2 Tickets and Ticket Prices. Prices to be charged for tickets to Home Games by SPF, including prices to be charged for Season Tickets and the Home Games to be included in a Season Ticket package, shall be under the exclusive control of SPF and shall be determined, from time to time by SPF, provided however, that SPF guarantees that One Hundred Level Loge Season Ticket prices will not exceed the highest public Season Ticket price charged by SPF for its Home Games. The number of complimentary tickets or complimentary admissions to Home Games, not including credentials issued to officials and personnel of the NFL and other league teams, to the press and broadcast and similar personnel, and credentials for persons working or performing in the Domed Stadium shall not exceed 1,000. If the number of complimentary tickets should exceed 1,000, the County shall be entitled to the percentage set forth in subparagraph 3.10.a of this Agreement on those complimentary tickets in excess of 1,000. The County shall also be entitled to the percentage set forth in subparagraph 3.10.a of this Agreement for all tickets which are traded or exchanged by SPF for value. SPF shall furnish all tickets for Home Games at its expense.

ARTICLE SIX

Press Box, Owners Box and One Hundred Level Loges.

6.1 Press Box. The County has constructed, or caused to be constructed, and suitably furnished, or caused to be suitably furnished, at its expense, a two-level press box, containing approximately 5,662 sq. ft., adequate for the staging of championship and all-star games in the Domed Stadium, and which is located as shown in Exhibit A attached hereto.

6.2 Owners Box. The County has constructed, or caused to be constructed, at its expense, the Owners Box as described in the plans and specifications in effect as of the date of the Original Agreement, and which is located as shown in Exhibit A attached

hereto. SPF shall have the exclusive right, use and possession of the Owner's Box at all times during the term of this Agreement.

6.3 Director's Box. For each Home Game, the County shall provide the Director's Box located on the upper level of the press box, at the far southwest end thereof, see Exhibit A (hereinafter "Director's Box") for use by SPF, and in exchange, SPF shall provide to the County for each Home Game ten (10) complimentary tickets with Guest Lounge privileges for seats at Aisle 224, Row 4, 107-112, and Aisle 224, Row 3, 109-112.

6.4 Kingdome Control Box. For each Home Game, the County shall provide the Kingdome Control Box, located immediately south of Box 212, see Exhibit A (hereinafter the "Kingdome Control Box") for use by SPF, and in exchange, SPF shall provide the County with the present SPF control box (Box 206) for exclusive use by Domed Stadium operations personnel. The County shall have the right to continue to use the Kingdome Control Box for events other than SPF Home Games.

6.5 Access. On the day of Home Games in the Domed Stadium, SPF shall have exclusive control of access to the Press Box, Press Level Loges, Director's Box and Kingdome Control Box for a period beginning three (3) hours prior to the game and ending three hours after the end of the game, provided that the Stadium Director and personnel designated by the Stadium Director as essential to the operation of the Press Box shall be afforded reasonable access. SPF shall have reasonable access to the Owners' Box and Home Team Locker Room at all times during the term of this Agreement.

6.6 Seattle Mariners Owners Box. In the event the right to use the Seattle Mariners Owners Box reverts to the County during the term of this Agreement, the County agrees to provide at no

cost to SPF the exclusive use of such box to SPF for football Home Games.

6.7 Construction of One Hundred Level Loges.

a. The County shall construct the One Hundred Level Loges. The County shall give SPF the opportunity to review all plans for the furnishing, construction and operation of the One Hundred Level Loges. The extent of the County's responsibilities with regard to construction of the One Hundred Level Loges shall be as follows: The County shall provide finishes to include only paint, carpet, cabinets, complete bathroom and bar fixtures, refrigerator with ice maker, TV monitor, and 10 to 12 theater seats. The County shall not furnish wall covering, couches, chairs, tables, lamps, pictures or any other furnishings or special decorations.

b. The County will attempt to make the One Hundred Level Loges available for use beginning in 1988, but the County does not warrant that the One Hundred Level Loges will be available at that time. The County does warrant (subject to the force majeure provisions of subparagraph 6.10 hereof) that such construction will be completed in time for occupancy and use of such One Hundred Level Loges by spectators for the first Home Game of the 1989 football season.

c. SPF shall be responsible for Home Game day staffing costs as to the One Hundred Level Loges. The County's responsibility as to operation of the One Hundred Level Loges shall be limited to cleaning and routine maintenance and replacement of furniture and fixtures supplied by the County.

d. SPF agrees that relocation of Season Ticket holders affected by One Hundred Level Loge construction or use will be the sole responsibility of SPF.

6.8 Marketing of the One Hundred Level Loges. SPF shall have the right and responsibility to market the One Hundred Level

Loges, except one One Hundred Level Loge, at a location acceptable to the County and SPF, the use of which will be retained by the County. SPF shall use its best efforts to market the One Hundred Level Loges so as to maximize revenues to SPF, the County, and Seattle Mariners. SPF shall receive 10% of the annual gross revenue (net of all applicable taxes and license fees and charges in the nature of taxes, imposed by any governmental agency other than the County) derived from the One Hundred Level Loges as compensation for its marketing services, and the County shall pay such amount to SPF within fifteen (15) days of receipt by the County of payments for the use or occupancy of One Hundred Level Loges.

6.9 Division of One Hundred Level Loge Revenues. SPF shall receive fifty percent (50%) of One Hundred Level Loge Gross Revenue from the license, use or occupancy of the One Hundred Level Loges. As used in this Article, One Hundred Level Loge Gross Revenue shall equal annual gross revenue less the sum of (i) any moneys paid by the County for marketing and (ii) all applicable taxes and license fees and charges in the nature of taxes, imposed by any governmental agency other than the County. One Hundred Level Loge Gross Revenues shall not include (i) revenues from the sale of tickets to the occupants of the One Hundred Level Loges for various events, including football and baseball, at ticket prices which relate reasonably to ticket prices charged for tickets in the spectator stands, and (ii) revenues from concession or banquet and catering sales from the One Hundred Level Loges.

In the event the Seattle Mariners cease to play their games in the Domed Stadium, then SPF's share of One Hundred Level Loge Gross Revenue shall be 66-2/3%. If another team that is a substantial attraction for loge users thereafter contracts to begin playing its games in the Kingdome, SPF's 66-2/3% share will

be reduced to the extent appropriate, if any, as determined by agreement of the parties or, in the absence of agreement, by arbitration; provided, however, that SPF's share of One Hundred Level Loge Gross Revenue shall not in any event be less than 50%.

When the County receives payments for the use or occupancy of the One Hundred Level Loges, the County shall deposit such payments in an interest-bearing escrow account consistent with prudent financial practice and state law. The net earnings from such deposits shall be considered part of One Hundred Level Loges Gross Revenue and shall be distributed at least quarterly according to the applicable percentage set forth in this paragraph 6.9. At the end of each license year, the principal of such account attributable to such license year shall be distributed by the County to SPF according to the applicable percentage set forth in this paragraph 6.9; provided, however, that the County may adjust such amount to reflect refunds payable or paid to One Hundred Level Loge users or occupants.

6.10 Force Majeure. The obligation of the County to complete the construction of the One Hundred Level Loges in time for use and occupancy at the beginning of the 1989 football season shall be deferred for a reasonable period of time to the extent the work of construction is delayed as a result of force majeure causes, including fire, accidents, labor disputes, riots, civil disturbances, war, judicial decrees and other causes beyond the control of the County. Such delay shall approximate to the extent possible the time that construction work was required to be suspended as a result of such force majeure. Inability of the County to obtain all necessary approvals for the construction of the One Hundred Level Loges from the Seattle Mariners and from SPF, following its reasonable efforts to obtain all such approvals, shall not constitute a breach of the obligation to

build the One Hundred Level Loges under paragraph 6.7 of this Agreement.

ARTICLE SEVEN

Concessions

7.1 Concessions. Except for rights and concessions reserved to SPF (such as the sale of football novelties, paragraph 7.2, broadcast rights, Article Nine, and similar rights) the County will retain the right to operate or authorize others to operate such concessions at the Domed Stadium as it deems appropriate. The County will require concessionaires to so operate as to provide reasonable service and food, beverages and merchandise of wholesome quantity and at reasonable prices. The County or concessionaires operating under contract from the County shall not sell any products at Home Games without previously consulting SPF concerning the price, type of product and brands to be sold. The cost of cleaning the interior of concession areas before, during and after Home Games shall not be a part of game expenses which are to be paid by SPF.

7.2 Sale of Football and Stadium Novelties. SPF shall have the exclusive right to sell Football Novelties at the Domed Stadium on the day of each Home Game, and, except as to Stadium Novelties, which the County may sell or cause to be sold at the Domed Stadium at any time, no other novelties, souvenirs, programs or other publications may be sold at the Domed Stadium on the day of a Home Game without the prior written approval of SPF. SPF may itself publish, manufacture and sell Football Novelties, or it may authorize other parties to do so. SPF may, on the day of a Home Game, place at its own expense temporary stands for the sale of Football Novelties; the size, construction and location of such stands shall not impede the normal and safe flow of vehicular and foot traffic in and around the Domed Stadium, and shall be subject to the approval of the Stadium

Director. Also, at its option, SPF may sell said Football Novelties through the concessionaires selected by the County for a commission to be negotiated by SPF and the concessionaires and approved by the County.

7.3 Consultation with SPF. The County, prior to going to bid on the new concession contract, will consult with SPF regarding proposed terms and conditions of the new contract before requests for proposals are sent out. Such consultation shall include issues of safety and welfare of invitees at SPF Home Games in connection with sales and operations under the concessions contract.

7.4 Concession Revenue.

(a) SPF shall receive from the County the following percentages of Gross Food and Beverage Concession Revenues:

1985 through 1987: five percent (5%)
1988: seventeen and one-half percent (17½%)
1989 and after: thirty percent (30%)

(b) SPF shall receive from the County a percentage of Other County Concession Revenue determined for each year by dividing the percentage SPF receives in subparagraph 7.4(a) by the percentage the County receives from its concessionaire for food and beverage sales as described in the definition of Gross Food and Beverage Concessions Revenues (which as of the effective date of this Agreement is 43.5%). For example, the percentage of Other County Concession Revenue payable to SPF for 1985 is:

5% divided by 43.5% which equals 11.49%

(c) Payments to SPF as required by subparagraphs 7.4(a) and 7.4(b) shall be made to SPF no later than the fifteenth (15th) day of the month following the end of the month in which the Home Game was played.

(d) The payment to SPF for its share of Gross Food and Beverage Concession Revenues and Other County Concession Revenues

for 1985, which is \$101,011, shall be made within thirty (30) days of the effective date of this Agreement.

7.5 Concession Revenues from Playoff Games. Notwithstanding the provisions of subparagraph 7.4, for each playoff game played by the Seahawks in the Domed Stadium, SPF will be entitled to receive from the County all income from concessions which the County receives from such playoff games.

ARTICLE EIGHT

8.1 Public Address System. As a part of the Domed Stadium the County will provide and maintain a public address system. SPF will have the exclusive use and control of the public address system within the Domed Stadium on the day of a Home Game; provided, however, that such public address system shall not be used for propaganda or political purposes and further provided that the County shall have the right of access for emergency purposes including but not limited to general announcements and crowd control.

8.2 Scoreboard. The County shall, during the term of this Agreement, provide and maintain one primary scoreboard and one auxiliary scoreboard each of which shall have the capability of presenting, on a fixed format basis, game-in-progress information relating to a football game including but not limited to: score, down, yardage, quarter, time remaining in quarter and yard line of ball. The County shall be responsible for the actual operation of the scoreboard provided that SPF shall have exclusive control of the information presented on the scoreboard.

8.3 Video Screen. As a part of the Domed Stadium, the County shall provide and maintain a video screen, including the monitor system, for the transmission of "instant replays," commercial messages, and other information (the "Video Screen"). The County shall be responsible for the operation of the Video Screen; provided, that SPF shall have the exclusive control of

the timing and content of all commercial messages and all other information displayed on the Video Screen.

8.4 Advertising on Video Screen. The parties recognize the right of SPF to all commercial uses of the Video Screen during Home Games; however, to provide revenue to the County to amortize the costs of the Video Screen, in consideration for payment of \$1,000 per Home Game by the County to SPF, the County is permitted to display nine minutes of commercial message time on the Video Screen, provided that when the cost of the Video Screen has been fully amortized, the County's right to such nine minutes of commercial time on the Video Screen shall expire. SPF shall determine, in conjunction with the County, the timing of the nine minutes allocated to the County, provided that said nine minutes shall occur between the time of the kick-off and the end of the football game, and provided that the nine minutes shall be fairly distributed within that period. SPF, at its option, may present advertising during all time periods from the beginning of the pregame period through the conclusion of the postgame period.

County grants to SPF, subject to approval by Diamond Vision, Inc., the right to market the nine minutes of commercial messages time on the Video Screen granted to the County in this paragraph 8.4 for SPF Home Games, provided that SPF agrees it will market such time subject to the exclusive rights granted by County to advertisers under existing advertising agreements. The County will exclude the use of the Video Screen on SPF Home Game days from any exclusive advertising provisions in contracts hereafter entered, and the County will make a good faith request to arrange for the deletion of the Video Screen on SPF Home Game days from exclusive advertising provisions now in effect. SPF recognizes the rights granted to the Seattle Mariners by the County with respect to the County's revenue from the sale of advertising on the Video Screen; however, such assignment shall

not affect or diminish SPF's rights with respect to advertising on the Video Screen during Home Games.

The County shall pay SPF, within 30 days of the effective date of this Agreement, the sum of \$25,000 in compensation for advertising revenues lost by SPF during the 1985 NFL season, due to a disagreement over exclusive advertising rights on the Video Screen, which disagreement is resolved by the amendatory language of this paragraph 8.4.

8.5 Other Advertising Within Domed Stadium. It is understood by the County and SPF that the County may sell advertising on the scoring and information system which includes fixed advertising panels on the primary and auxiliary scoreboard, and pursuant to paragraph 8.4, may sell certain spot advertising on the Video Screen and that the revenue generated therefrom is committed to amortize the costs of the scoreboard and Video Screen. The County agrees that the manner and placement of advertising within the Domed Stadium shall be at all times consistent with the Domed Stadium as a first-class facility for playing and viewing of professional football games and such advertising will not be in conflict with the rules and regulations of the NFL. SPF recognizes the rights granted to the Seattle Mariners by the County with respect to the County's rights to commercial advertising (other than on the Video Screen) within the Domed Stadium. The County shall make all reasonable efforts to ensure that any such advertising by the Seattle Mariners is consistent with this paragraph.

ARTICLE NINE

Broadcasting

9.1 Broadcast Rights. Subject to the provisions of paragraph 9.4, SPF shall have and retain exclusive broadcast and reproduction rights incident to each Home Game including, but not limited to, radio and television broadcasting, film or tape

rights, closed circuit, cable or pay television rights and similar rights by whatever means or process now existing or hereafter developed of preserving, transmitting and reproducing for hearing and/or viewing day of Home Game events in the Domed Stadium.

Such broadcasts will not be used for propaganda or political purposes except for regular commercials. All proceeds from such broadcast rights shall be retained by SPF. Except as provided in paragraph 9.4, or as required by law, no Home Game shall be televised within a radius of 75 miles of the Domed Stadium.

9.2 Broadcast Facilities. With regard to the broadcast and reproduction rights referred to in paragraph 9.1, the County will cooperate with SPF and with those parties actually producing any of such broadcasts and reproductions in all phases of the preparation, broadcast and production of Home Games and the attendant activities. In connection with any of such broadcast activities, the County shall provide access to the stadium and maintenance personnel and all utilities at the request of SPF. SPF shall be authorized to issue a reasonable number of credentials for admission to the Domed Stadium on the part of personnel engaged in such broadcasts and reproductions, the production thereof and the removal of equipment thereafter.

9.3 Camera Facilities. As part of the Domed Stadium, the County shall provide facilities at each end of the Domed Stadium adequate for the use by SPF and broadcasting media for the purpose of filming, taping and broadcasting the on-field activities.

9.4 Pay Television Broadcasts Within 75-Mile Radius of the Domed Stadium. SPF shall not authorize, permit or otherwise participate in any Pay Television Broadcast to locations within a 75-mile radius of the Domed Stadium without the prior written consent of the County Executive; provided, however, that Pay Television Broadcasts shall be permitted within a 75-mile radius of the Domed Stadium if SPF guarantees that the County will not

suffer any loss of revenue in rental, parking and net concessions income. In determining whether the County shall have suffered a loss of rental, parking or net concession revenue, it is understood that the County shall be deemed to have suffered loss if the total of the rental, parking and net concession revenue received by the County in the year in which said broadcast shall occur, is less than the total of the average income received by the County from said rental, parking and net concession revenue during all Home Games of the preceding three (3) years; provided, however, that after ten (10) years have elapsed, the computation shall be based upon the three highest revenue-producing years within the past ten years.

ARTICLE TEN

Default

10.1 Nonexcusable Acts of Default. Subject to the provisions of the Security Agreement between SPF and the NFL, the County shall have the right to terminate this lease in its entirety in the event that SPF shall not, within sixty (60) days of receipt of notice thereof, cure any of the following events of default:

a. The occurrence of any act or omission on the part of SPF which operates to deprive it of the right, powers, licenses and authorizations necessary for the lawful and proper conduct and operation of the services and activities authorized herein; or

b. The filing by or against SPF of any petition in bankruptcy, the filing of which petition, either voluntary or involuntary; or

c. The making by SPF of an assignment for the benefit of creditors, the making of which assignment shall automatically terminate this Agreement and the filing of such petition or making of such assignment shall bar the passing thereunder of any

benefits under this Agreement to such creditors, assignees or transferees thereof; or

d. The abandonment or discontinuance without the written consent of the County of any or all of the operations of SPF under this Agreement; or

e. The failure of SPF to pay the rental or other considerations required under the terms of this Agreement, or

f. The failure of SPF to perform, keep and observe any of the terms, and conditions of this Agreement, required on the part of SPF to be performed, kept or observed.

10.2 Excusable Act of Default. Any prevention or delay which substantially interferes with SPF's performance hereunder due to force majeure causes and any other causes found and determined by the County to be beyond the reasonable control of SPF, shall excuse performance by SPF of its contractual obligations under this Agreement, including the payment of rental and other considerations to the County as provided herein for a period equal to such delay or prevention, anything to the contrary stated herein.

10.3 Termination Procedure. Termination of this Agreement by the County shall be by written notice authorized by the County Executive and directed to SPF. Upon termination, the County shall have the right, immediately and without further notice to SPF, to enter and take full and exclusive possession of the area occupied by SPF in connection with its operations under this Agreement. The County may use, remove, store or sell any such personal property of SPF without any liability to the County for damages or loss thereby sustained by SPF.

Upon such termination by County, all rights, powers, privileges and authority granted to SPF under this Agreement shall immediately cease. SPF shall vacate the premises immediately. SPF waives any and all claim it may have against the

County, its elected or appointed officials and employees who are acting in the scope of their duty by reason of such termination.

The remedies provided the County herein upon termination shall not be considered to be exclusive but instead shall be cumulative and shall not affect any other right or remedy available to the County.

10.4 Nonwaiver of Default. The County's failure to take advantage of any default or breach of any term or condition of this Agreement by SPF shall not be implied nor construed to be a waiver thereof. A waiver by the County of a particular breach or default shall not be considered continuing as to a subsequent breach or default of the same nature.

ARTICLE ELEVEN

Use of the Domed Stadium as Practice Facility

11.1 Former Option. In the Original Agreement, SPF had the option, in consideration of the payment to the County of \$2,500 per year, independently exercisable during each year of the term of this Agreement, to use the Domed Stadium as a practice facility for up to fifteen (15) days in September, eighteen (18) days in October, twenty (20) days in November and seventeen (17) days in December of the year for which the option is exercised. By this Agreement, SPF relinquishes such option and all such practice rights during the Term, as extended herein, and SPF shall have no right to use the Domed Stadium as a practice facility except as provided in subparagraphs 11.6 and 3.2.

11.2 [Deleted.]

11.3 [Deleted.]

11.4 [Deleted.]

11.5 [Deleted.]

11.6 Temporary Practice Rights. Subject to the availability of the Domed Stadium, the County will attempt to accommodate the use by SPF of the Domed Stadium as a practice site. In the event

SPF utilizes the Domed Stadium as a practice facility under this paragraph 11.6, it shall pay for the first five (5) years of the term of this Agreement hereof, a rental for each date selected equal to \$325 plus the actual costs to the County of any utilities or personnel provided by the County on such dates at the request of SPF. The rental payment pursuant to this paragraph shall be increased to \$375 during the second five (5) years of the term hereof and shall increase an additional \$50 during each additional five-year period.

ARTICLE TWELVE

Lease of Owners' Box, Home Team Locker Room and Parking Spaces

12.1 Leased Premises. Throughout the term of this Agreement, SPF shall have the exclusive right to use the Home Team Locker Room, Owners' Box and no less than 50 parking spaces at the Domed Stadium, said spaces to be in addition to any spaces rented pursuant to paragraph 3.3.

12.2 Rental. SPF shall pay an annual rental of \$6,000 for the Home Team Locker Room and Owners' Box and a rental of \$15 per month for each parking space described in paragraph 12.1.

ARTICLE THIRTEEN

Miscellaneous

13.1 Enforcement of this Agreement. It is recognized that the obligations of the parties to this Agreement are unique in nature and that it may be specifically or mandatorily enforced by either party.

13.2 Powers of the County. Nothing contained in this Agreement shall be considered to diminish the governmental or policy powers of the County.

13.3 NFL Rules and Regulations. The activities of SPF in owning and playing a professional football team in the NFL and in matters related to such activities and the obligations of the

Seattle NFL team under this Agreement are subject to the Constitution, By-Laws and Rules and Regulations of the NFL; provided, however, that none of such Constitution, By-Laws, Rules and Regulations shall relieve SPF of its obligation to play its Home Games in the Domed Stadium in accordance with this Agreement.

13.4 Warranties, Special Covenants. SPF hereby warrants to, and specially covenant and agree with, the County as follows, to wit:

a. that SPF is the owner and holder of a valid, outstanding and effective Franchise of the National Football League which permits and authorizes SPF to operate a professional football team in the Domed Stadium;

b. that no rule, policy, constitution or by-law (or any provision of any thereof) of the National Football League in any manner or respect prohibits, limits or in any manner affects the right or power of SPF to enter into, accept or perform each and every one of the terms, commitments and provisions of this Agreement, except that the same is required to be approved by the Commissioner of the National Football League as provided elsewhere herein;

c. that none of the partners in SPF are directly or indirectly a party, or parties, to any contract, agreement, commitment or understanding of any nature or kind with any other party or parties, the terms of which prohibit, limit, restrict or affect the right and power of SPF to enter into, execute and perform its obligations under this Agreement to the full extent hereof.

13.5 More Favorable Terms.

(a) Professional Baseball Team. In the event that the County enters into any agreements or any amendments thereto pro-

viding for the use of the Domed Stadium by a major league baseball team (hereinafter such agreements or amendments shall be referred to as "Additional Professional Sports Agreements"), SPF shall have the right to renegotiate this Agreement on terms substantially comparable to the terms of any such Additional Professional Sports Agreement insofar as such terms relate to:

- (i) office space in the Domed Stadium;
 - (ii) storage space in the Domed Stadium;
 - (iii) parking space at the Domed Stadium;
 - (iv) any Stadium Club;
 - (v) the press box and lounge;
 - (vi) locker rooms, except construction, or
 - (vii) insurance.
- (viii) timing of payment of share of revenue from One Hundred Level Loges.

The County agrees that if the Seattle Mariners Use Agreement is renewed for any period beyond its expiration year of 1996, and if the renewal agreement includes any revenue formulas more favorable to the baseball club than those called for by the existing Baseball Use Agreement (including the amendment dated October 24, 1985), then a substantially comparable adjustment shall be made in the revenue formulas contained in this Agreement.

The County further agrees that immediately upon the execution of any Additional Professional Sports Agreement, including any renewal beyond 1996 of the Seattle Mariners Use Agreement, the County shall deliver a true copy thereof to SPF. If SPF elects to renegotiate this Agreement pursuant to this section, it shall give notice of its intent in writing to the County Executive within 60 days after the receipt of SPF of a true copy of the Additional Professional Sports Agreement.

(b) Second Professional Football Team. In the event that a second professional football team hereafter agrees to play its home games during one or more football seasons in the Domed Stadium, either because the parties have agreed to waive the provisions of subparagraph 3.5 of the Agreement, or for any other reason, and the terms of the use agreement with any such second professional football team are more favorable to such team than the terms of this Agreement are to SPF, then the parties agree to enter into an amendment of this Agreement to include terms substantially comparable to such more favorable terms of the other use agreement. The County agrees that immediately upon the execution of any such use agreement with a second professional football team it shall deliver a true copy thereof to SPF. If SPF elects to amend this Agreement pursuant to this section, it shall give notice of its intent in writing to the County Executive within 60 days after the receipt by SPF of a true copy of such use agreement.

13.6 Notices. Any notice or communication hereunder must be in writing, and may be given by registered or certified mail and, if given by registered or certified mail, same shall be deemed to have been given and received when a registered or certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail; and if given otherwise than by registered mail, it shall be deemed to have been given when delivered to and received by the party to whom it is addressed. Such notices or communications shall be given to the parties hereto at their following addresses:

If to the County:

County Executive
King County, Washington
Seattle, Washington 98104

and

Stadium Director
King County Domed Stadium
Seattle, Washington

If to Seattle Professional Football:

Seattle Professional Football
5305 Lake Washington Blvd.
Kirkland, Washington 98033

Any party hereto may at any time, by giving ten (10) days written notice to the other party hereto, designate any other address in substitution of the foregoing address to which such notice or communication shall be given.

13.7(a) Force Majeure. This Agreement shall be subject to force majeure (hereafter "Force"), including, but not limited to fire, accidents, riots, civil disturbances, war, government regulations and other causes beyond the control of either party whereby the fulfillment of this Agreement may be made impossible. In such event, the County and SPF shall each have the right to terminate this Agreement if the following termination criteria exist:

(b) Termination Criteria. Termination of the respective obligations under this Agreement shall not be automatic by reason of any Force, but instead shall be cause to review the respective obligations if the number of usable seats within the Domed Stadium is reduced by more than 5%. If it is determined that the above criteria exist or that SPF is prevented by such Force from exhibiting professional football in the Stadium or from carrying out the National Football League schedule in any football season during this Agreement, SPF, without payment of rental under the terms of this Agreement, may exhibit professional football elsewhere without such exhibition being an act of default under this Agreement for the period of time that the Force exists.

(c) Termination by Agreement. If the premises are damaged or destroyed by any Force which is then covered by insurance, the County shall proceed with due diligence to apply the proceeds of such insurance to rebuild or restore the damaged area in order to render the same usable under the terms of this Agreement as soon as is practicable. If any Force causes damage or destruction which is not then fully covered by insurance, the County may, at its option, elect to rebuild or restore the damaged area from any funds available to it. In the event that the damaged area is not fully covered by insurance and the County elects not to rebuild or restore the damaged area, the County shall give SPF written notice to that effect within 60 days after the occurrence of the Force at which time either party shall have the right to terminate this Agreement by written notice to the other party.

13.8 Approval. This Agreement is expressly subject to the written approval of the Commissioner of the NFL if required by the NFL Constitution and Bylaws, and in such case, this Agreement shall become a binding agreement when signed by the County and SPF and approved by the Commissioner of the NFL, and until then shall have no force or effect.

13.9 Assignment. SPF agrees that any sale or assignment of the Franchise of SPF in the NFL or any transfer of SPF or any other reorganization or changes in SPF will be strictly subject to the provisions of this Agreement.

13.10 Nondiscrimination. SPF agrees to comply with all Federal, State and county laws regarding nondiscrimination and specifically agrees not to discriminate against any employee or applicant for employment because of race, color, religion, creed, sex, or national origin.

13.11 Taxes. SPF agrees to pay on a current basis all taxes or assessments levied on its activities and property; provided,

however, that nothing herein shall modify the right of SPF to contest any such tax and SPF shall not be deemed to be in default so long as SPF shall in good faith, contest the validity or amount of such taxes.

13.12 Binding Effect. The terms and provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

13.13 Additional Seating.

(a) Theater Seat Conversion. SPF agrees to permit the County to install approximately 9,000 "theater-type seats" along the third and first base lines on the 100 level, to replace existing "bench-type seats" in that area, in time for the 1987 baseball season (the "Conversion") provided the Conversion shall not reduce the total number of Seats in the Domed Stadium by more than 1,000 Seats. The County agrees that if, as expected, the Conversion reduces the total number of seats in the Domed Stadium, the County will install at least the number of seats lost as a result of the Conversion in other locations in the Domed Stadium. By way of illustration and example, if 9,500 "bench-type seats" are removed in order to accommodate the installation of 9,000 "theater-type seats," the County will install at least 500 new seats in other locations in the Domed Stadium. SPF further agrees that relocation within the Domed Stadium of season ticket holders effected by the conversion will be the sole responsibility of SPF.

(b) Additional Seats. SPF agrees that the County shall have the right to install approximately 2,000 additional seats in the Domed Stadium at locations subject to the approval of SPF, provided however, that nothing in this subparagraph shall obligate the County to install any additional seats in the Domed Stadium, and further provided that such installation shall not interfere with the playing of SPF Home Games.

13.14 Office Building Option.

(a) In the event SPF, any partner of SPF, or an entity controlled by a partner or partners of SPF is able to obtain satisfactory financing and all necessary governmental authorizations, the County will lease to SPF a portion of the real property (the "Premises") at the Southwest corner of the parcel on which the Domed Stadium is located, which Premises shall be of sufficient size to construct thereon an office building (the "Building") not more than six (6) stories in height, each story being not more than 20,000 square feet in total area. The Owner/Developer (as defined below) shall bear all expenses associated with financing for the Building, and shall be solely responsible for obtaining all necessary permits and authorizations required for the construction of the Building, and the County makes no warranty of the availability of any such permits or authorizations from any third party. The lease shall be for an original term of forty (40) years, with one (1) option period for fifteen (15) years. All improvements or alterations made or erected upon the Premises shall, upon expiration of the lease term or sooner termination of the lease as a result of default, become the sole and exclusive property of the County without compensation or payment to any party, except as provided in paragraph (c) below. The lease agreement shall be in a form and content mutually acceptable to the County and SPF and shall provide to the Owner/Developer's lender a reasonable opportunity to cure the default, if any, of the Owner/Developer. The lease agreement shall comply with all applicable laws and ordinances, including a valid legal description for the Premises, and shall include among other terms and conditions, normal provisions relating to antidiscrimination, public liability insurance, indemnity, force majeure, and damage or destruction of the Building.

(b) SPF may not assign, hypothecate, transfer or alienate the lease except to a partner of SPF or an entity controlled by a partner or partners of SPF for the purpose of developing the Building (such entity which develops the Building shall be referred to herein as the "Owner/Developer"), or to any organization which is the successor-in-interest to SPF's rights under this Agreement. The execution of a leasehold mortgage for purposes of financing the construction of the Building shall not be deemed to be a prohibited assignment; provided, however, any such leasehold mortgage or similar financing arrangement shall likewise restrict the right of the mortgagee or purchaser at a foreclosure sale to assign the lease in the event of foreclosure or an assignment of the leasehold estate in lieu thereof and shall contain provisions consistent with paragraph (c) below. The rent payable during the original term of the lease shall be equal to five percent (5%) of the gross rents (before deduction for taxes, depreciation, operating expenses and debt service) paid with respect to all portions of the Building in excess of the lesser of (a) space occupied by SPF or (b) 15,000 square feet. All ad valorem, use and excise taxes, and utility charges associated with the Premises and the Building will be paid as additional rent. Rent for the option period shall be negotiated, and should the parties be unable to agree upon a rental rate, the rent shall be adjusted and fixed by the arbitration procedure set forth in the King County Code (K.C.C.) Section 4.56.180(c) as presently codified to an amount equal to the fair market ground rate for the Premises.

(c) In the event of any one of the following occurrences:

(1) The Owner/Developer no longer qualifies under subparagraph 13.14(b); or

(2) SPF ceases to conduct professional football in the Domed Stadium (other than as a result of force majeure);

Then, in any such event, the County may, at its sole option, either (1) terminate the lease and purchase the Building at its then fair market value; or (2) continue the ground lease, and the rental payable to the County thereunder shall be adjusted to an amount equal to the then fair market ground lease rate for the Premises based upon its then-existing use. In the event the parties cannot agree to the fair market value or the fair market value ground lease rate, then and in such event such value or rate shall be determined through the arbitration procedures established pursuant to K.C.C. 4.56.180(c), as presently codified.

(d) The Owner/Developer shall bear all costs and expenses relating to the development of the Building. The County shall make available on a nonexclusive basis for use in conjunction with the Building and in a manner which does not interfere with parking for public events in the Domed Stadium, a maximum of 270 parking spaces adjacent to the Building in the Domed Stadium south parking lot. The County shall receive its prevailing rental rate for these spaces.

(e) The design and construction of the Building shall be in accordance with all applicable laws, ordinances and regulations, and the design shall further be subject to approval by the King County Design Commission, which approval shall not be unreasonably withheld. In the event construction of the Building has not been commenced within the term of this Agreement, then in such event all obligations of the County and right of SPF and/or the Owner/Developer to lease the Premises shall expire.

(f) Alternatively, if SPF does not exercise the option described in subsections (a) through (e) of this paragraph 13.14, and if the Seattle Mariners do not exercise the similar option it

has on the northwest corner of the parcel on which the Domed Stadium is located, which option is described in Article Twenty of the 1976 agreement for use of the Domed Stadium by the Seattle Mariners, as amended, then SPF shall be entitled to exercise, for the term of this Agreement, an option as described in Article Twenty of the Seattle Mariners' amended use agreement. It is understood that in no event is SPF entitled to exercise both the option described in subsections (a) through (e) of this section 13.14 and the option described in this subsection (f).

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto as of the day and year first above written.

ATTEST:

KING COUNTY, WASHINGTON

By _____
Tim Hill
County Executive

SEATTLE PROFESSIONAL FOOTBALL, a
partnership

By: PROFESSIONAL FOOTBALL LIMITED
PARTNERSHIP, Managing Partner

By: PROFESSIONAL FOOTBALL
MANAGEMENT CORP.,
General Partner

By _____
John N. Nordstrom
President

APPROVED on behalf of the
National Football League
as of the date hereof:

Commissioner
National Football League

APPROVED as to Form:

King County Prosecuting Attorney

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this _____ day of April, 1986, before the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Tim Hill to me known to be the King County Executive who executed the foregoing instrument, and acknowledged the said instrument to be his free and voluntary act and deed, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.

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 April, 1986, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared John N. Nordstrom to me known to be the President of Professional Football Management Corp., a general partner of Professional Football Limited Partnership, the Managing Partner of Seattle Professional Football, a partnership, the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.

Notary Public in and for the State
of Washington, residing at _____
My appointment expires: _____

KINGDOME PRESS FACILITIES

← DIAMOND VISION

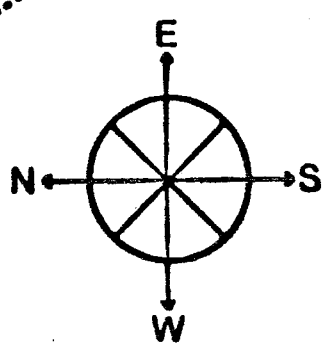
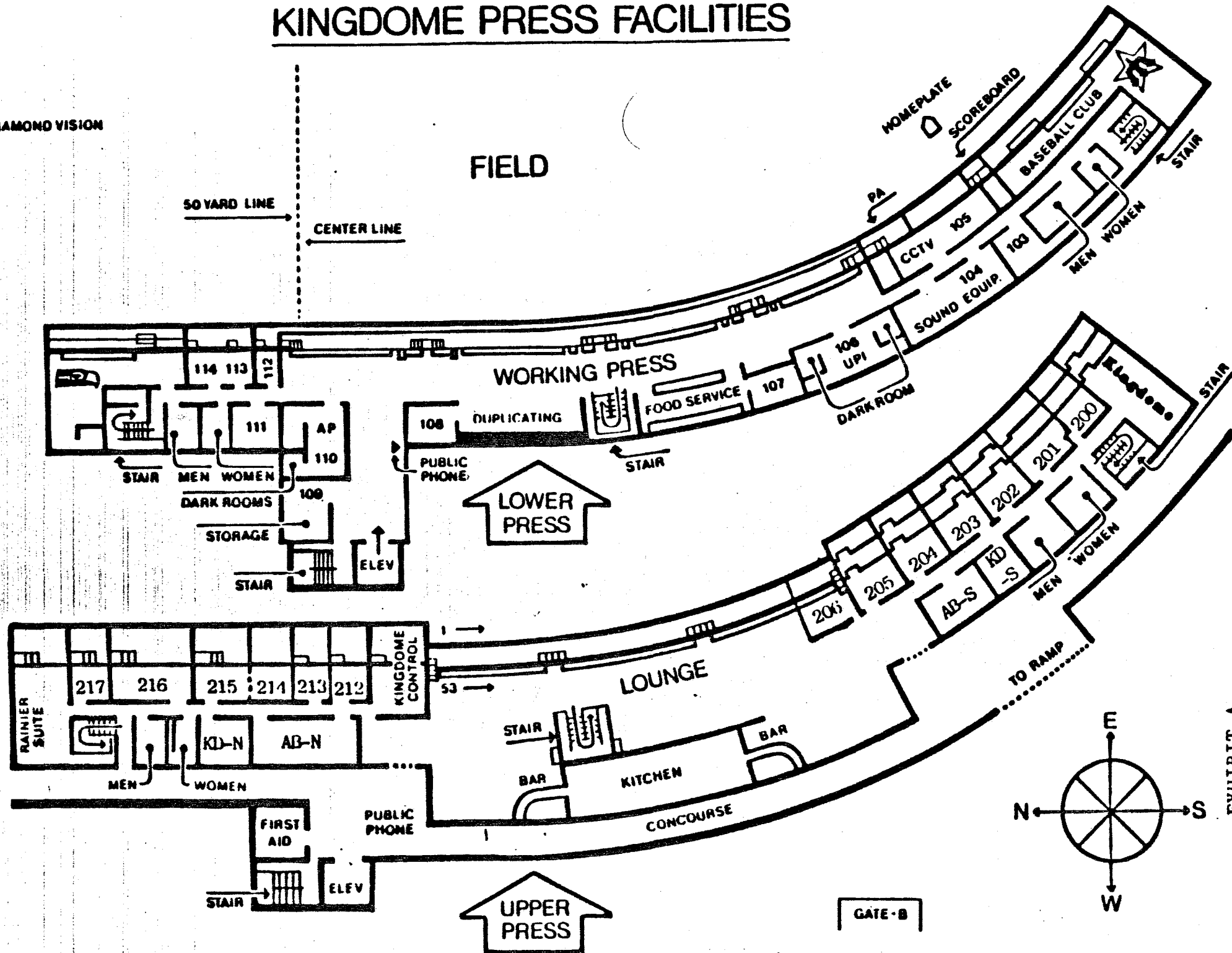


EXHIBIT A

GATE-B

KINGDOOME

KING COUNTY STADIUM

ARENA LEVEL PLAN

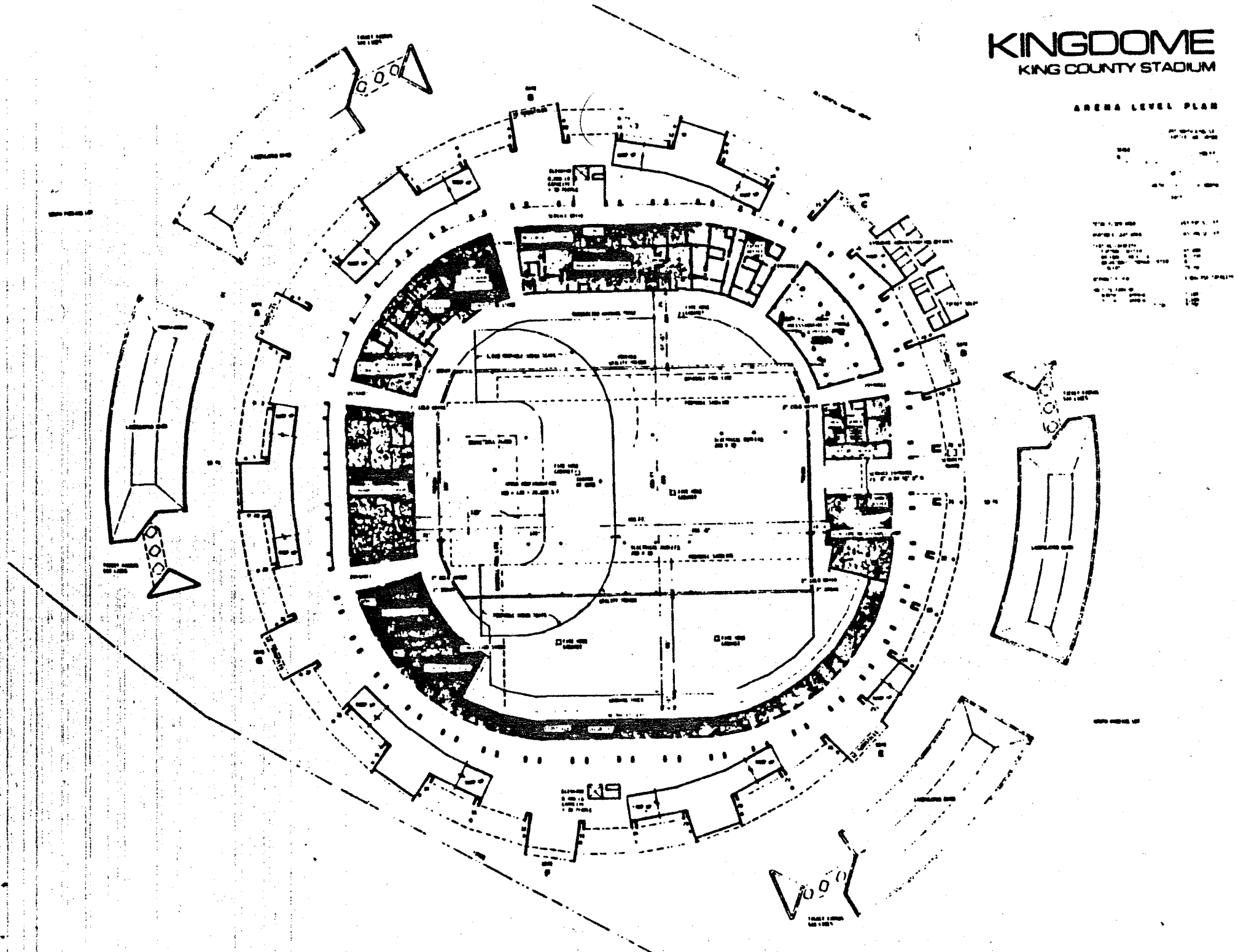


EXHIBIT B