

configuration shown on Exhibit H (as relocated, the "Roadway"); (b) the closure of the majority of Gilbert Lindsay Drive (which enters the Northerly Convention Center Property from 11th Street); and (c) reconfiguration of Gilbert Lindsay Plaza, including the relocation thereon of certain bus staging areas and a bus turnaround, to the location and configuration shown on Exhibit H (as reconfigured, "Gilbert Lindsay Plaza"). The Easements described in this Article 1 relate to the Improvements as so reconfigured.

1.1.4 Design and Construction. The Arena Site Owner shall design and carry out the reconfiguration of the Roadway and of Gilbert Lindsay Plaza and the initial utility reconfigurations required in connection with Arena Project construction. Throughout the course of construction of the Roadway and Gilbert Lindsay Plaza, the Parties shall cooperate to effect such reconfigurations in a manner which (a) retains appropriate access to West Hall parking from 11th Street, (b) provides appropriate pedestrian and vehicular (including truck, car and bus) access to affected Convention Center entrances, including the West Hall Lobby pedestrian entrance and (c) notwithstanding that it shall be utilized in part for vehicular access, retains Gilbert Lindsay Plaza as a pedestrian-friendly gathering place.

1.2 Pedestrian Ways. Subject to the provisions of Section 1.6, each Event Area Owner hereby grants to each other Event Area Owner for use by such Owners and their respective Permittees, and establishes for the benefit of the Event Areas and burdening the granting Owner's Event Area(s), at no rent, license fee or similar charge, non-exclusive easements for pedestrian ingress, egress and passage and uses incidental thereto in, on, over and across the Pedestrian Ways of their respective Event Areas.

1.3 Roadway.

1.3.1 Relocation. In approving of the design of the Arena and Surface Parking Facilities in the manner required by the DDA, the Government Entities shall be deemed to have determined that the roadway relocations and closures depicted thereon:

- (a) Retain appropriate access to the West Hall Garage from 11th Street;
- (b) Provide appropriate pedestrian and vehicular (including truck, car and bus) access to affected Convention Center entrances, including the West Hall Lobby pedestrian entrance;
- (c) Provide open spaces on the Arena Site which are comparable in size and nature to the portion of Gilbert Lindsay Plaza displaced as a result of the Arena Project; and
- (d) Notwithstanding that it shall be utilized in part for vehicular access, retain Gilbert Lindsay Plaza as a pedestrian-friendly gathering place.

1.3.2 Roadway Easement. Subject to the provisions of Section 1.6, the City hereby grants to the Arena Site Owner, for use by the Arena Site Owner and its Permittees,

and establishes for the benefit of the Arena Site and burdening the Northerly Convention Center Property a non-exclusive temporal easement for buses carrying Arena patrons, parking shuttle and taxi service in, on, over and across the Roadway on Arena Event Days (the "Roadway Easement"), at no rent, license fee or similar charge, but subject to payment by the Burdened Party of (a) a reasonable share of the capital costs associated with on-going use of the Roadway by the Benefitted Party, if and to the extent agreed by the Benefitted and Burdened Parties and (b) Maintenance and Operating Charges.

1.4 Gilbert Lindsay Plaza Surface Easement. The City hereby grants to the Arena Site Owner, for use by the Arena Site Owner and its Permittees, and establishes for the benefit of the Arena Site and burdening the Northerly Convention Center Property a non-exclusive, temporal easement across Gilbert Lindsay Plaza on Arena Event Days, as set forth in this Section 1.4 (the "Gilbert Lindsay Plaza Surface Easement"), subject to the conditions set forth in Section 5.8, at no rent, license fee or similar charge, but subject to payment by the Benefitted Party of (a) a reasonable share of the capital costs associated with on-going use of Gilbert Lindsay Plaza by the Benefitted Party, if and to the extent agreed by the Benefitted and Burdened Parties and (b) Maintenance and Operating Charges.

1.4.1 Purposes. The Gilbert Lindsay Plaza Surface Easement is granted for the following purposes:

- (a) Temporary ticketing areas, including ticket booths, or similar facilities for Arena Event ticket sales;
- (b) Queuing of ticket purchasers;
- (c) Pedestrian areas; and
- (d) Temporary retail kiosks and temporary concession stands, provided, however, that the right to place any food and beverage concessions on Gilbert Lindsay Plaza shall be subject to the terms of the Ogden Contract. Upon the expiration, extension or renewal of the Ogden Contract, the City shall obtain a carve-out from the Ogden Contract or from any other concessionaire agreement affecting Gilbert Lindsay Plaza to which any of the Government Entities is a party, which would permit the Arena Site Owner and its concessionaire to sell food and beverages at temporary concession stands on Gilbert Lindsay Plaza on Arena Event Days.

1.4.2 Easement Requirements. Regarding the use of the Gilbert Lindsay Plaza Surface Easement:

- (a) Such use shall be in accordance with rules, regulations and procedures reasonably agreed to by the Arena Site Owner and Convention Center Owner;
- (b) Unless otherwise agreed in such rules, regulations and procedures, the Arena Site Owner, when making use of Gilbert Lindsay Plaza, shall be

responsible for providing adequate crowd control and security personnel, trash receptacles and janitorial personnel, and promptly following such use shall return Gilbert Lindsay Plaza to good, clean and orderly condition (subject to Subsection (c) below);

(c) The Arena Site Owner's temporary ticket booths, concession stands, retail kiosks, banners, flags and other displays and ornaments (i) shall be placed so as not to unreasonably impede use and enjoyment of Gilbert Lindsay Plaza by Convention Center patrons, or unreasonably hinder vehicular traffic upon the Roadway, and (ii) shall be removed promptly by the Arena Site Owner after the period of its use of Gilbert Lindsay Plaza, if requested by the Convention Center Owner; and

(d) Such use shall not interfere with vehicular traffic in the bus staging, bus plaza and bus turnaround areas located on Gilbert Lindsay Plaza.

1.5 Conditions of Easements. All Easements granted pursuant to this Article 1 shall be subject to the following conditions:

1.5.1 Payment to the Burdened Party by the Benefitted Party of all Maintenance and Operating Charges relating to such use, in accordance with Section 6.5 hereof and of any capital cost amounts agreed to by the Benefitted and Burdened Parties pursuant to Sections 1.3.2 and 1.4; and

1.5.2 Indemnification by the Benefitted Party of the Burdened Party from all Losses arising from or relating to use by the Benefitted Party of any such Easement, including those Losses relating to or arising from trespass or vandalism committed in the exercise thereof.

1.6 Operation of Ways. Each Event Area Owner shall keep all Ways located on its Event Areas free and clear of obstructions. Each Event Area Owner reserves the right, however, upon fifteen (15) days notice to the Owners of all other Event Areas (but with no notice required in the event of emergency), to totally or partially close the Ways located on its Event Area(s) for reasonable periods of time:

- (a) For special events;
- (b) For maintenance, repair, alterations or reconstruction work;
- (c) In order to prevent a public dedication thereof or the accrual of prescriptive rights therein; or
- (d) For any emergency purpose;

provided, however, that the Ways may not be closed in such a manner or at such times as to unreasonably interfere with ingress to and egress from other Event Areas or to the entrances

costs and charges, will be paid if the contest is unsuccessful, or secures a bond sufficient to release such lien.

5.5 Erosion Control. Each Owner shall be responsible for compliance with Legal Requirements respecting: (a) the prevention of erosion within its Parcels; (b) the runoff of silt, debris or sedimentation within its Parcels and adjacent streets, gutters, sidewalks, rights of way, storm drain systems or other properties; (c) the removal of any such runoff, erosion or sedimentation that stems from such Parcel; and (d) the repair of any damage to such site or adjacent properties caused by such runoff, erosion or sedimentation from such Parcel.

5.6 Emergency Work. Notwithstanding any other requirement for notice contained in this Agreement, in the event of an Emergency, any Party or its Permittee may undertake any Construction Work reasonably necessary to remedy the Emergency, provided that such Owner or Permittee acts in good faith, gives notice thereof to all affected Owners upon the occurrence of the Emergency or as soon thereafter as reasonably possible, and otherwise conforms, to the extent practicable, to the applicable provisions of this Article 5.

5.7 Graffiti Removal. All graffiti shall be painted over or eliminated on a daily basis.

5.8 No Interference. No Party shall permit uses upon the Property which (a) materially interfere with access to or operation of the entrances to the Convention Center, including the West Hall Lobby (including pedestrian access to the West Hall Lobby from 11th Street between the Arena and the West Hall), (b) materially interfere in any other way with the operations of the Convention Center, or (c) materially increase the cost to the Government Entities of maintaining Gilbert Lindsay Plaza. In recognition that the current Arena plans would modify existing tram, bus and taxi access to the Convention Center West Hall Lobby entrance, Developer shall include in its Master Plan and in its Arena Project design, plans permitting such access to continue substantially at its current level following construction of the Arena, which plans shall be subject to approval by the Public Entities.

## ARTICLE 6

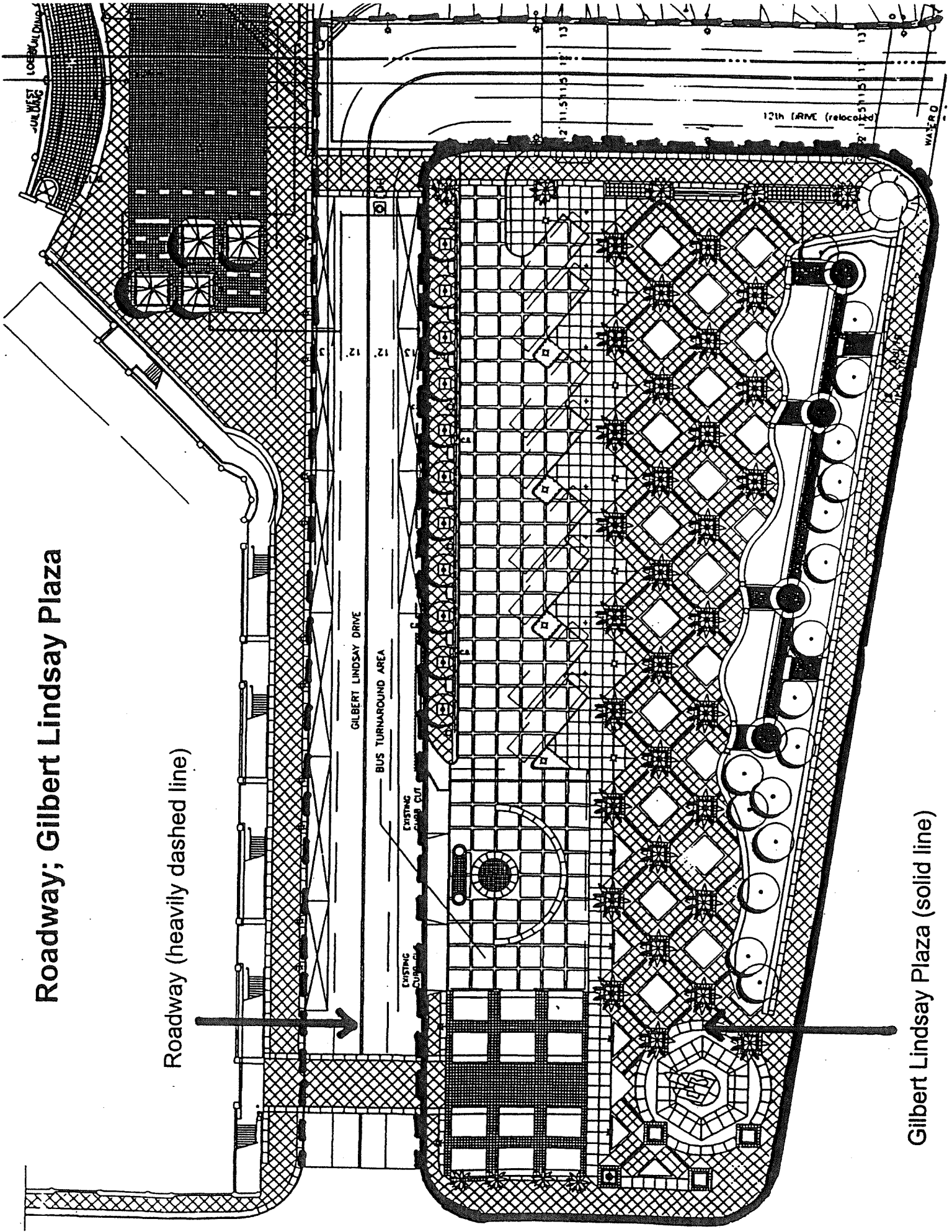
### OPERATION AND MAINTENANCE

6.1 Portion of Property Affected. This Article 6 affects only the Event Areas.

6.2 Authority and Responsibility. Except as otherwise expressly set forth herein, each Party shall be responsible, at its sole cost and expense, for the maintenance, operation, management, restoration, repair and replacement in accordance with the Management Standards of all Parcels and Improvements thereon owned by such Owner. The Parties shall use a standard of care in providing for the repair, replacement, operation, management, restoration and maintenance of the Improvements so as to reflect a high pride of ownership, to maintain a state of good condition and repair (ordinary wear and tear excepted), and to maintain the aesthetic appearance thereof.

Roadway; Gilbert Lindsay Plaza

Roadway (heavily dashed line)



Gilbert Lindsay Plaza (solid line)