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City of Inglewood
One Manchester Blvd.
Inglewood, CA 90301
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RECORDER'S USE)

MARKETING COORDINATION AGREEMENT BY AND BETWEEN

THE CITY OF INGLEWOOD

AND

MURPHY'S BOWL LLC

This Marketing Coordination Agreement (this "**Agreement**") is entered into as of this ___ day of _____ (the "**Effective Date**"), by and among the CITY OF INGLEWOOD, a municipal corporation (the "**City**"), and MURPHY'S BOWL LLC, a Delaware limited liability company ("**Developer**"). The City and Developer and their respective transferees and assigns are hereinafter collectively referred to as the "**Parties**" and singularly as "**Party**."

RECITALS

A. Project. The Developer, in cooperation with the City, proposes to develop on the Project Site, as defined below, a Sports and Entertainment Complex with an arena (the "**Arena**"), providing access to recreation to the public in the form of spectator sports, that has up to approximately 18,000 fixed seats suitable for National Basketball Association ("NBA") games, with capacity to add approximately 500 additional temporary seats for additional sports, entertainment or other events, as well as ancillary and incidental arena uses which is expected to include: (1) up to an approximately 85,000 square-foot team practice and athletic training facility; (2) up to approximately 71,000 square feet of LA Clippers team office space; (3) up to an approximately 25,000 square-foot sports medical clinic for team and potential general public use; (4) an outdoor plaza adjacent to the Arena with circulation and gathering space and landscaping along with an outdoor stage and basketball court (collectively, the "**Plaza**"); (5) up to approximately 63,000 square feet of retail, food and beverage, back of house services, security, storage, bag check, rest rooms, and other uses adjacent to the Plaza; (6) parking

facilities in three parking structures with parking spaces for vehicles and bicycles; (7) a transportation hub dedicated to bus, coach, and Transportation Network Company staging; (8) one or two pedestrian bridges across adjacent rights-of-way; (9) various signage, broadcast, filming, recording, transmission, production, and communications facilities and equipment; and (10) other associated public improvements (collectively, the "**Project**"). The Project is also expected to include a limited service hotel. The Project includes implementation of a Transportation Demand Management Program with shuttle bus service connecting the Project Site to nearby Metro stations, including pick-up and drop-off locations along South Prairie Avenue, and other trip reduction measures as fully described in the MMRP, the DA, and the DDA. The Project would also be designed to meet or exceed standards for LEED Gold certification.

B. Project Site. In conjunction with entry into this Agreement, the Parties are concurrently entering into that certain Disposition And Development Agreement (the "**DDA**") and that certain development agreement (the "**DA**"), which, together, establish terms and conditions for the development of the Project. The Project is to be developed on those certain parcels of real property referred to in this Agreement as the "**Project Site**" as more specifically defined in the DDA.

C. City Property. The City owns and/or controls certain other real property in the area of the Project Site referred to herein as the City Property, as further defined below.

D. Marketing Coordination. In connection with the rights and obligations set forth in the DA and the DDA, the City desires to grant to Developer certain rights limiting third-party marketing and advertising on City Property, and Developer desires to compensate the City for such rights. The Parties agree that the City's grant of such rights hereunder will benefit both Parties' interests in the Project and desire in this Agreement to set forth the terms of such rights.

NOW, THEREFORE, in consideration of the following mutual promises, conditions, and covenants, the Parties agree as follows:

AGREEMENT

1. **INCORPORATION OF RECITALS AND EXHIBITS**¶ The Recitals and all defined terms set forth in both are incorporated into this Agreement as if set forth herein in full. In addition, each of the exhibits attached hereto are expressly incorporated herein and made a part of this Agreement, and all references to this Agreement shall include the exhibits.

2. **EXECUTION OF AGREEMENT**¶ This Agreement has been entered into as of the Effective Date.

3. **DEFINITIONS**

3.1 **Additional Rights**¶ "**Additional Rights**" has the meaning defined in Section 8.

3.2 **Agreement**¶ "**Agreement**" has the meaning defined in the Preamble.

3.3 **Annual Payment**¶ "**Annual Payment**" has the meaning defined in Section 6.

- 3.4 **Arena**¶"**Arena**" has the meaning defined in the Recitals.
- 3.5 **City**¶"**City**" has the meaning defined in the Preamble.
- 3.6 **City Property**¶"**City Property**" means any property owned, leased, or controlled by the City (or any public agency or legal entity owned or controlled by the City) or for which the City (or any public agency or legal entity owned or controlled by the City) otherwise has the ability to control marketing and advertising rights, including, without limitation, streets and rights-of-way. City Property does not include property owned by third parties as to which the City's ability to control marketing and advertising rights arises solely out of the exercise of the City's permitting and land use authority.
- 3.7 **Commercial Sign**¶"**Commercial Sign**" means any sign (as defined in Inglewood Municipal Code Section 12-69 as in effect on the Effective Date) which is designed or used for the purpose of advertising or attracting attention to any goods, wares, merchandise, or real property.
- 3.8 **DA**¶"**DA**" has the meaning defined in the Recitals.
- 3.9 **DDA**¶"**DDA**" has the meaning defined in the Recitals.
- 3.10 **Designated Sponsors**¶ "**Designated Sponsors**" means those certain Sponsors that are designated from time to time by Developer pursuant to Section 5.3.
- 3.11 **Designated Competitors**¶ "**Designated Competitors**" means those certain competitors engaged in a similar business or offering products or services competitive with or comparable to those offered by a Designated Sponsor, as designated from time to time by Developer pursuant to Section 5.4.
- 3.12 **Developer**¶"**Developer**" has the meaning defined in the Preamble.
- 3.13 **Effective Date**¶"**Effective Date**" has the meaning defined in the Preamble.
- 3.14 **Event Day Period**¶ "**Event Day Period**" means that period of time commencing three hours prior to the scheduled commencement of any Scheduled Event (as defined below) and ending three hours after the conclusion of the Scheduled Event.
- 3.15 **Event of City Default**¶"**Event of City Default**" has the meaning defined in Section 10.2.
- 3.16 **Event of Developer Default**¶"**Event of Developer Default**" has the meaning defined in Section 10.1.
- 3.17 **Marketing Limitations**¶"**Marketing Limitations**" has the meaning defined in Section 5.1.
- 3.18 **Operator Agreement**¶"**Operator Agreement**" has the meaning defined in Section 5.2.

3.19 **Operator Agreement Provisions**. "**Operator Agreement Provisions**" has the meaning defined in Section 5.2.

3.20 **Parties**¶"**Parties**" and "**Party**" have the meanings defined in the Preamble.

3.21 **Permitted Signs**¶"**Permitted Signs**" means up to two (2) Commercial Signs located on City Property within the Restricted Signage Area as provided in Section 4 below, the operation of which shall be subject to the Marketing Limitations.

3.22 **Plaza**¶"**Plaza**" has the meaning defined in the Recitals.

3.24 **Project**¶"**Project**" has the meaning defined in the Recitals.

3.25 **Restricted Signage Area**¶"**Restricted Signage Area**" means the geographic area designated as the Restricted Signage Area on the map attached as Exhibit A.

3.26 **Scheduled Events**¶ "**Scheduled Events**" means any and all events at the Project Site including, without limitation, NBA games and other sporting events, concerts, family shows, theatrical performances, trade shows, business conferences, special events, award shows, film shoots, circuses, ice shows, boxing matches, and other events at the Arena, for which notice is given pursuant to Section 5.5.

3.27 **Sign Operator**¶"**Sign Operator**" has the meaning defined in Section 5.2.

3.28 **Sponsors**¶ "**Sponsors**" means any owner, operator, tenant or licensee of the Arena and its affiliates, together with any person or entity sponsoring or otherwise providing goods, services, or support to any owner, operator, event, or tenant of the Arena or any of their designees or licensees pursuant to a sponsorship marketing plan, contract, license, or agreement (as may be modified from time to time).

3.29 **Term**¶"**Term**" has the meaning defined in Section 7.

3.30 **Third Party Agreement**¶"**Third Party Agreement**" has the meaning defined in Section 8.

3.31 **Third Party Marketing Restrictions**¶"**Third Party Marketing Restrictions**" has the meaning defined in Section 8.

4. **SIGNAGE LIMITATIONS**¶During the Term, the City shall not, nor shall it cause, authorize or permit any third party, to develop, construct, operate, or display any Commercial Sign on any City Property located within the Restricted Signage Area other than up to two (2) Permitted Signs, the operation of which shall be subject to the Marketing Limitations. The Permitted Signs shall be located, if at all, no closer to the Arena than the locations shown on Exhibit B hereto or at locations further from the Arena.

5. MARKETING LIMITATIONS

5.1 **Marketing Limitations** During the Term, the City shall not, nor shall it cause, authorize or permit any third party to do any of the following on any City Property within the Restricted Signage Area during any Event Day Period (collectively, the "**Marketing Limitations**"):

5.1.1 Display (or cause, authorize or permit the display of) on the Permitted Signs any advertisement or promotion that promotes, identifies or refers to any products or services of any Designated Competitor; provided, however, that this Section 5.1.1 shall not preclude incidental references to products or services of any Designated Competitor in the display of emergency messages;

5.1.2 Engage in or conduct any promotional activity with respect to products or services of any Designated Competitor;

5.1.3 Sell, provide, commit to sell, give away or otherwise distribute any products or services of any Designated Competitor; and

5.1.4 Directly or indirectly suggest that any products or services of any Designated Competitor are endorsed by or otherwise associated with the City, the Arena or any Scheduled Event.

5.2 **Operator Agreements.** If the City enters into any agreement (an "**Operator Agreement**") authorizing any third party (a "**Sign Operator**") to install and maintain one or both Permitted Signs on any City Property within the Restricted Signage Area during the Term, the City shall include in each Operator Agreement the provisions substantially as set forth in Exhibit C (the "**Operator Agreement Provisions**"). At least fifteen (15) days prior to public notice of any City Council meeting to consider approval of any Operator Agreement, the City shall provide to Developer a copy of the proposed form of the proposed Operator Agreement to enable Developer to confirm the inclusion of the Operator Agreement Provisions. The City shall deliver a copy of any Operator Agreement to Developer within five (5) days after the execution of any Operator Agreement.

5.3 **Notice of Designated Sponsors** Developer may provide to the City and any Sign Operator by written notice, in substantially the form attached hereto as Exhibit D, a list of up to ten (10) Designated Sponsors at any time following the commencement of construction of the Project. Thereafter, and at any time during the Term, Developer may change the list of Designated Sponsors by giving written notice in substantially the form attached hereto as Exhibit D, and the revised list of Designated Sponsors shall take effect on the date that is ninety (90) days after delivery of such notice; provided, however, that a maximum of ten (10) Sponsors may be designated as Designated Sponsors at any time.

5.4 **Notice of Designated Competitors** Developer may provide to the City and any Sign Operator by written notice, in substantially the form attached hereto as Exhibit D, a list of up to four (4) Designated Competitors for each Designated Sponsor at any time following the commencement of the Project. Thereafter, and at any time during the Term, Developer may change the list of Designated Competitors by giving written notice in substantially the form

attached hereto as Exhibit D, and the revised list of Designated Sponsors shall take effect on the date that is ninety (90) days after delivery of such notice; provided, however, that a maximum of four (4) competitors per each Designated Sponsor may be designated as Designated Competitors at any time.

5.5 **Notice of Event Day Period**¶ Developer may provide to the City and any Sign Operator by written notice the scheduled time and date of any Scheduled Event that is to be subject to the Marketing Limitations at least thirty (30) days prior to the date of such Scheduled Event.

6. **ANNUAL PAYMENT**¶ As consideration for the signage limitations set forth in Section 4 and the Marketing Limitations, Developer agrees to pay to the City on or before the first August 31 following the issuance of the Certificate of Occupancy for the Arena, and on or before August 31 of each subsequent year during the Term of this Agreement, the sum of One Hundred Thousand Dollars (\$100,000.00) (the "**Annual Payment**"). The Annual Payment for any partial year at the end of the Term shall be prorated using the actual number of days in the applicable calendar year.

7. **DURATION**¶ The term of this Agreement shall commence on the Effective Date and extend for 50 years unless this Agreement is terminated, modified, or extended by the terms of this Agreement (the "**Term**").

8. **MOST FAVORED NATION**¶ If at any time during the Term the City enters into any agreement (each, a "**Third Party Agreement**") with any party other than Developer, including but not limited to the owner of or any tenant in the facility known as SoFi Stadium, establishing rights or benefits with respect to restrictions on any signage and/or marketing or advertising activities on City Property ("**Third Party Marketing Restrictions**"), then the City shall promptly provide Developer with a true and complete copy of the provisions of any such agreement or agreements that evidence such Third Party Marketing Restrictions. If such Third Party Agreement has the effect of establishing, for the benefit of the third party, Third Party Marketing Restrictions that are more favorable than the rights and benefits established in favor of Developer by this Agreement, Developer shall have the right, which shall be exercised, it at all within sixty (60) days of receipt of such notice to receive, for the benefit of the Project, restrictions on any signage and/or marketing or advertising activities on City Property equivalent to such Third Party Marketing Restrictions (the "**Additional Rights**") on terms and conditions equivalent to those set forth in the Third Party Agreement. The City shall immediately offer the Additional Rights to the Developer on the terms and conditions equivalent to those set forth in the Third Party Agreement, and such offer shall be deemed declined by Developer if Developer does not accept in writing delivered to the City within sixty (60) days after both the offer and a true and complete copy of the applicable provisions of the Third Party Agreement are received by Developer.

9. **INDEMNIFICATION**¶ The City agrees to indemnify, defend, and hold harmless Developer and its officers, agents, employees, contractors, and representatives from any and all losses, liability, fines, penalties, forfeitures, costs and damages from any and all claims, demands, and actions in law or equity (including reasonable attorneys' fees and litigation expenses) by any Designated Sponsor that arise out of any billboard or other Commercial Sign in

the Signage Area or the Marketing Area advertising the products or services of any Designated Competitor in violation of this Agreement. The obligations under this Section 9 shall survive termination of this Agreement.

10. DEFAULT

10.1 **Developer Default** An event of default on the part of Developer ("**Event of Developer Default**") shall arise if Developer fails to pay the Annual Payment when due and Developer fails to cure such default within thirty (30) days after the date of written demand therefor by the City. Subject to the foregoing notice and cure provisions, an Event of Developer Default shall entitle the City to temporarily suspend this Agreement until such time as Developer pays the past due Annual Payment, plus a late charge equal to 10% of such overdue amount.

10.2 **City Default** An event of default on the part of the City ("**Event of City Default**") shall arise if the City fails to keep, observe, or perform any of its covenants, duties, or obligations under this Agreement and City or any applicable Sign Operator fails to cure such default within two (2) hours after email or telephone (including voicemail) notice from Developer to the City and any applicable Sign Operator.

10.3 **Developer Remedies**

10.3.1 In an Event of City Default, Developer shall have the right to pursue any and all remedies that Developer may have at law and in equity, including actual and consequential damages and specific performance.

10.3.2 In addition to the foregoing, the City agrees that an Event of City Default could cause irreparable harm to Developer and that remedies at law, alone, are inadequate to remedy an Event of City Default. Therefore, the City consents to the immediate issuance of injunctive relief against it (without the passing of any cure period) in any court to prevent or end any Event of City Default or threatened Event of City Default, without proof of actual damages or requirement to post a bond or other security. Injunctive relief shall be in addition to, and not in limitation of, any other remedies that Developer may have at law or in equity.

10.4 **City Remedies.**

10.4.1 In an Event of Developer Default, City shall have the right to pursue any and all remedies that City may have at law and in equity, including actual and consequential damages and specific performance.

10.4.2 In an Event of Developer Default with respect to the payment of the Annual Payment, City shall have the right to terminate this Agreement upon thirty (30) days written notice given at any time after the expiration of the original 30 day cure period: provided that such termination shall not take effect if the Event of Developer Default is cured within such additional thirty (30) day period.

11. TERMINATION This Agreement shall terminate in the following events:

11.1 The DDA is terminated prior to the Release of Construction Covenants (as such term is defined in the DDA) pursuant to its terms;

11.2 The City exercises its right of re-entry with respect to all of the Project Site pursuant to Section 512 of the DDA;

11.3 As provided in Section 10.4.2 above; or

11.4 Upon thirty (30) days' written notice from Developer to the City.

12. **ATTORNEYS' FEES**¶ If any Party brings an action or proceeding (including, without limitation, any cross-complaint, counterclaim, or third-party claim) against the other Party by reason of a Default, or otherwise arising out of this Agreement, the prevailing party in such action or proceeding shall be entitled to its costs and expenses of suit, including reasonable attorneys' fees (including, without limitation, costs and expenses), which shall be payable whether or not such action is prosecuted to judgment.

13. **BINDING ON SUCCESSORS; RECORDING; AGREEMENT RUNS WITH THE LAND**¶ Except as otherwise expressly provided for in this Agreement, upon the Effective Date, all of the provisions, agreements, rights, terms, powers, standards, covenants, and obligations contained in this Agreement shall be binding upon the Parties, and their respective heirs, successors and assignees. This Agreement shall be recorded against the Project Site on the Closing Date of the DDA (as such term is defined in the DDA). Upon recording of this Agreement, all of the benefits and burdens of this Agreement shall be binding on all other persons succeeding to Developer's interest in the Project Site, whether by operation of law or in any manner whatsoever, and shall be enforceable as equitable servitudes and shall constitute covenants running with the land pursuant to applicable law, including Section 1468 of the California Civil Code.

14. **SEVERABILITY**¶ Except as set forth herein, if any term, covenant or condition of this Agreement or the application thereof to any person, entity or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term, covenant or condition to persons, entities or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant or condition of this Agreement shall be valid and be enforced to the fullest extent permitted by law; *provided, however*, if any provision of this Agreement is determined to be invalid or unenforceable and the effect thereof is to deprive a Party of an essential benefit of its bargain hereunder, then such Party so deprived shall have the option to terminate this entire Agreement from and after such determination.

15. **WAIVER: REMEDIES CUMULATIVE**¶ Failure by a Party to insist upon the strict performance of any of the provisions of this Agreement by the other Party, irrespective of the length of time for which such failure continues, shall not constitute a waiver of such Party's right to demand strict compliance by such other Party in the future. The Party for whose benefit a covenant or commitment is provided may waive its rights pursuant to that commitment or covenant, provided that no waiver by a Party of a Default shall be effective or binding upon such Party unless made in writing by such Party and no such waiver shall be implied from any

omission by a Party to take any action with respect to such Default. No express written waiver of any Default shall affect any other Default, or cover any other period of time, other than any Default and/or period chime specified in such express waiver. All of the remedies permitted or available to a Party under this Agreement, or at law or in equity, shall be cumulative and not alternative, and invocation of any such right or remedy shall not constitute a waiver or election of remedies with respect to any other available right or remedy.

16. **APPLICABLE LAW AND VENUE**¶ This Agreement, and the rights and obligations of the Parties, shall be governed by and interpreted in accordance with the laws of the State of California. Any lawsuit or legal proceeding arising hereunder shall be heard in the United States District Court for the Central District if in federal court or, if in California Superior Court, the Los Angeles County Superior Court, Southwest District located at 825 Maple Avenue, Torrance, California 90503-5058.

17. **NOTICES**¶ Any notice to either Party required by this Agreement shall be in writing and given by delivering the same to such Party in person or by sending the same by registered or certified mail, or express mail, return receipt requested, with postage prepaid, to the Party's mailing address. The respective mailing addresses of the Parties are, until changed as hereinafter provided, the following:

City: City of Inglewood
One Manchester Boulevard
Inglewood, California 90301
Attention: City Manager
Email: _____

with copies to: Office of the City Attorney
One Manchester Boulevard
Inglewood, California 90301
Attention: City Attorney
Email: _____

City of Inglewood
One Manchester Boulevard
Inglewood, California 90301
Attention: Economic & Community
Development Director
Email: _____

with a copy to: Kane, Ballmer & Berkman
(and shall not constitute 515 S. Figueroa Street, Suite 780
notice to City) Los Angeles, California 90071
Attention: Royce K. Jones
Email: _____

Developer: Murphy's Bowl LLC
PO Box 1558
Bellevue, WA 98009-1558
Attention: Brandt A. Vaughan

with a copy to: Wilson Meany
(and shall not constitute Four Embarcadero Center, Suite 3330
notice to Developer) San Francisco, CA 94111
Attention: Chris Meany

with a copy to: Helsell Fetterman, LLP
(and shall not constitute 1001 Fourth Avenue, Suite 4200
notice to Developer) Seattle, WA 98154
Attention: Mark Rising

with a copy to: Coblenz Patch Duffy & Bass LLP
(and shall not constitute One Montgomery Street , Suite 3000
notice to Developer) San Francisco, CA 94104
Attention: Matthew J. Bove

Any Party may change its mailing address at any time by giving written notice of such change to the other Party in the manner provided herein at least 10 business days prior to the date such change is affected. All notices under this Agreement shall be deemed given, received, made, or communicated on the date personal delivery is affected or, if mailed, on the delivery date or attempted delivery date shown on the return receipt.

18. **FURTHER ASSURANCES**¶ Each Party covenants, on behalf of itself and its successors, heirs and assigns, to take all actions and do all things, and to execute, with acknowledgment or affidavit if required, any and all documents and writings that may be necessary or proper to achieve the purposes and objectives of this Agreement.

19. **CONSTRUCTION OF AGREEMENT**¶ The provisions of this Agreement and the Exhibits shall be construed as a whole according to their common meaning and not strictly for or against any Party in order to achieve the objectives and purpose of the Parties. The captions preceding the text of each Section and subsection are included only for convenience of reference and shall be disregarded in the construction and interpretation of this Agreement. Wherever required by the context, the singular shall include the plural and vice versa, and the masculine gender shall include the feminine or neuter genders, or vice versa. Unless otherwise specified, whenever in this Agreement reference is made to any Section or any defined term, such reference shall be deemed to refer to the Section or defined term of this Agreement. Exhibits to this Agreement shall be incorporated into this Agreement as if stated fully herein. The use in this Agreement of the words "including," "such as," or words of similar import when following any general term, statement, or matter shall not be construed to limit such statement, term or matter to the specific items or matters, whether or not language of non-limitation, such as "without limitation" or "but not limited to," or words of similar import, are used with reference thereto, but rather shall be deemed to refer to all other items or matters that could reasonably fall within the broadest possible scope of such statement, term, or matter. This Agreement has been

reviewed and revised by legal counsel for the Developer and the City, and no presumption or rule that ambiguities shall be construed against the drafting Party shall apply to the interpretation or enforcement of this Agreement.

20. **SIGNATURE PAGES**¶ For convenience, the signatures of the Parties to this Agreement may be executed and acknowledged on separate pages in counterparts which, when attached to this Agreement, shall constitute this as one complete Agreement.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the City of Inglewood, a municipal corporation, has authorized the execution of this Agreement in duplicate by its Mayor and attested to by its City Clerk under the authority of Resolution No. _____, adopted by the City Council of the City of Inglewood on the ____ day of _____, ____, and Developer has caused this Agreement to be executed.

"CITY"

CITY OF INGLEWOOD,
a municipal corporation

"DEVELOPER"

MURPHY'S BOWL LLC,
a Delaware Limited liability company

By: _____
James T. Butts, Jr.
Mayor

Name:
Title:

ATTEST:

City Clerk

APPROVED AS TO FORM:

Kenneth R. Campos
City Attorney

By: _____
Kenneth R. Campos

APPROVED:

KANE BALLMER & BERKMAN
Special City Counsel

By: _____
Royce K. Jones

EXHIBIT A

RESTRICTED SIGNAGE AREA

[to be inserted]

EXHIBIT B

LOCATION OF PERMITTED SIGNS

[to be inserted]

EXHIBIT C

OPERATOR AGREEMENT PROVISIONS

1. **Developer as Third-Party Beneficiary**¶ Developer shall be a third-party beneficiary of the Operator Agreement, with the right to seek all available legal remedies, including but not limited to the injunctive relief remedy set forth below. Developer's rights as a third-party beneficiary shall be limited to claims arising from a failure by the City or Operator to comply with the Marketing Limitations.

2. **Prohibited Activities in the Marketing Area**¶ Operator shall not do any of the following within the Marketing Area during any Event Day Period (collectively, the "**Marketing Limitations**"):
 - 2.1 Display (or cause, authorize or permit the display of) on any Permitted Sign any advertisement or promotion that promotes, identifies or refers to any products or services of any Designated Competitor; provided, however, that this Section 2.1 shall not preclude incidental reference to products or services of any Designated Competitor in the display of emergency messages;

 - 2.2 Engage in or conduct any promotional activity with respect to products or services of any Designated Competitor;

 - 2.3 Sell, provide, commit to sell, give away or otherwise distribute any products or services of any Designated Competitor; and

 - 2.4 Directly or indirectly suggest that any products or services of any Designated Competitor are endorsed by or otherwise associated with the City, the Arena or any Scheduled Event.

3. **INDEMNIFICATION**¶ Operator agrees to indemnify, defend, and hold harmless Developer and its officers, agents, employees, contractors, and representatives from any and all losses, liability, fines, penalties, forfeitures, costs and damages from any and all claims, demands, and actions in law or equity (including reasonable attorneys' fees and litigation expenses) by any Designated Sponsor that arise out of any billboard or other Commercial Sign in the Signage Area or the Marketing Area advertising the products or services of any Designated Competitor. The obligations under this Section shall survive termination of this Agreement.

4. **DEFAULT**¶ An event of default on the part of Operator ("**Event of Operator Default**") shall arise if Operator fails to keep, observe, or perform any of its covenants, duties, or obligations with respect to the Marketing Limitations and Operator fails to cure such default

within two (2) hours after email or telephone (including voicemail) notice from Developer or the City.

5. **REMEDIES**

5.1 In an Event of Operator Default, the City and Developer shall have the right to pursue any and all remedies that such party may have at law and in equity, including actual and consequential damages and specific performance.

5.2 In addition to the foregoing, Operator agrees that an Event of Operator Default could cause irreparable harm to Developer and that remedies at law, alone, are inadequate to remedy an Event of Operator Default. Therefore, Operator consents to the immediate issuance of injunctive relief against it (without the passing of any cure period) in any court to prevent or end Event of Operator Default or threatened Event of Operator Default, without proof of actual damages or requirement to post a bond or other security. Injunctive relief shall be in addition to, and not in limitation of, any other remedies that the City and Developer may have at law or in equity.

EXHIBIT D

FORM OF NOTICE OF DESIGNATED SPONSORS AND COMPETITORS

[to be inserted]