

shuttle bus system and (iii) sufficient to generate sufficient revenue to meet the attached pro forma projections. OAC shall give PDI reasonable prior notice of the effective date of any change in rates.

(c) Provide insurance as set forth in Section 6.

(d) Except for services provided by PDI under Section 2.2, fund all reasonable operations and administrative expenses relating to the use of the Premises as a shuttle bus system parking area, including but not limited to billing, marketing and shuttle bus expenses. All such expenses shall be deducted as Shuttle Related Expenses (as defined below) prior to calculation of Net Profits (as defined below).

(e) Develop, with PDI input and approval (which shall not be unreasonably withheld), signage identifying the Premises as a shuttle bus parking area. Such signage will be owned and maintained by OAC and will not interfere with and may be used in the day-to-day parking operations on the Premises. Such signage will be permanent type signage installed for the term of this Agreement and any subsequent agreement. Both parties acknowledge that the signage (i) may be solar powered, (ii) is intended to be lighted and visible to drivers and pedestrians and (iii) identify both PDI and OAC.

(f) Coordinate with and communicate to PDI all parking requirements, including providing a monthly calendar of events at least 30 days in advance; provided, however, OAC can add or delete events on the calendar with 7 days prior notice.

(g) Use best efforts and cooperate with PDI as provided in paragraph 2.2(b) below.

(h) Perform OAC's obligations under the agreement with Tri-Met referenced above and operate the shuttle bus service from the Premises to events at the Facilities in a first-class, professional manner.

2.2 PDI. PDI shall have the following rights and obligations:

(a) Provide up to 2,407 parking spaces at the Premises for all events at the Facilities, provided, however, such use will not be required prior to 5:30 p.m. on weekdays that are not major holidays. (Major holidays shall mean New Year's Day, Memorial Day, the Fourth of July, Labor Day, Thanksgiving Day and Christmas Day.) Such parking spaces will be provided in accordance with

the diagram attached hereto as Exhibit 2.2(a). PDI reserves the right to relocate these spaces within its parking inventory as indicated in Exhibit 2.2(a). If additional spaces become available, for example due to experience demonstrating a lesser number of spaces being required for PDI's tenants after 5:30 p.m. on weekdays, PDI may in its sole discretion add such spaces in the shuttle bus program. The parking space counts may be adjusted by up to 10% if PDI tenants are adversely affected and by more than 10% with OAC's prior written approval which cannot be unreasonably withheld. In the event any governmental ordinance or ruling impacts PDI's inventory of parking spaces, PDI shall have in its sole discretion the right to proportionately reduce the number of parking spaces required hereunder to comply with such ordinance or ruling.

(b) PDI shall have overall responsibility to do all things reasonably necessary in the management and operation of the Premises. Subject to the good faith operation of the Premises that in no way interferes with the overall operation of the properties on which certain of the Premises are located as a first class office building environment for PDI's tenants. PDI and OAC shall use their best efforts to operate and manage the Premises so as to maximize (consistent with prudent business operations) the financial return to PDI and OAC from the operation of the Premises, including but not limited to cooperating in good faith with the operation of the shuttle bus system, subject to PDI's approval rights under this Agreement.

(c) Providing attendants at the Premises, during the hours of operation of the Premises, who are (i) trained by OAC, at its sole expense, as part of OAC's general training programs (PDI will make its parking attendants available at reasonable times for such training), (ii) trained in parking operations, (iii) uniformed with PDI's uniform (or at OAC's discretion in OAC's uniforms at OAC's sole expense), and (iv) reasonably acceptable to OAC. PDI warrants to adequately staff each utilized parking area with the appropriate number of attendants to provide a Class A level of service; providing maximum efficiency and professionalism for exchange of money or pre-sold pass, distribution of bus fare instruments, and providing direction to parking spaces and bus stops. OAC and PDI will mutually agree on, (i) the appropriate number of attendants depending on the type of event, number of

anticipated patrons, and duration of ingress and egress and (ii) the hours such attendants must be available for each event.

(d) Develop and implement, after review and approval by OAC (which approval will not be unreasonably withheld) a plan for accommodating regular monthly parking customers during events at the Facilities.

(e) Responding to and reasonably resolving complaints of those who park at the Premises.

(f) Charging the rates appropriate for the event that have been established by OAC and PDI. PDI shall provide the equipment necessary to monitor the parking count and provide reasonable audit information.

(g) Segregate all parking fees attributable to use of the shuttle bus system and deposit such funds on a daily basis in an account designated by OAC in a financial institution in the Lloyd district.

(h) Make any improvements, alterations, or repairs required by any governmental authority with jurisdiction over the Premises required in order to authorize the continued operation of the Premises as a parking facility. If such action is solely and directly attributable to the use of the shuttle bus system any expenses will be Shuttle Related Expenses.

(i) Repair, maintain and operate the Premises as necessary to provide a first class, safe parking facility.

(j) Provide insurance as set forth in Section 6.

(k) Provide a representative to attend OAC shuttle system operations meetings.

(l) PDI will enter into an agreement with OAC to provide, within a separate parking lot, if feasible, 200 parking spaces for use by employees working at the Coliseum, Arena or Arena Annex.

SECTION 3. COMPENSATION.

3.1 Amount. PDI will receive the entire amount of the first Net Profit ("First Net Profits") per event from use of the premises under this Service Agreement as follows:

| Payment of First Net Profits Per Event | Period |
|--|------------------------------|
| Up to \$750 | Commencement - June 30, 1994 |
| Up to \$850 | July 1, 1994 - June 30, 1995 |
| Up to \$950 | July 1, 1995 - End of Term |

OAC and PDI agree that the payments of the First Net Profits will be made only if such amounts are actually earned and are not guaranteed payments. Any remaining Net Profit will be distributed 65% to OAC and 35% to PDI.

3.2 Net Profits. The term "Net Profits" shall mean all parking fees received at the Premises from use as part of the bus shuttle system and all fees from pre-sold parking spaces for the shuttle bus system minus (i) all of OAC's reasonable incremental operational and administrative expenses related to the shuttle bus system ("OAC Expenses") and (ii) PDI's reasonable incremental operational and administrative expenses solely attributable to the use of the shuttle bus system or required under this Agreement ("PDI Expenses")(together "Shuttle Related Expenses"). OAC and PDI will jointly develop an event report that will contain in reasonable detail a breakdown of PDI Shuttle Related Expenses. Such reports will be submitted by PDI to OAC within five business days after an event. OAC Shuttle Related Expenses will be allocated to the Premises on a pro rata percentage basis calculated by dividing the total number of vehicles parking at the Premises for an event at the Facilities during a certain event by the total number of vehicles parking at all parking lots within the shuttle bus system during that event. For example, if OAC Shuttle Related Expenses for the event were \$1,000, 1,000 cars parked at the Premises that event and 10,000 parked in shuttle bus system lots, then \$100 in OAC Shuttle Related Expenses would be allocated to the Premises (1,000 divided by 10,000 = .10 times \$1,000 = \$100). A pro forma projection of OAC's per space Shuttle Related Expenses is attached hereto as Exhibit 3.2. PDI will be reimbursed for its Shuttle Related Expenses within 30 days after submittal to OAC. In the event revenues

are insufficient for any event to cover all Shuttle Related Expenses, OAC will be solely responsible for paying such net operating losses ("NOL Amounts").

3.3 Monthly Distributions. Distribution of Net Profits will be made on the 10th day of each month for the preceding month with an adjustment on an annual basis at the end of each fiscal year as provided below. OAC shall provide each month a statement setting forth the calculation of Net Profit.

3.4 Annual Adjustment. Within 45 days after each fiscal year ending June 30, OAC shall submit to PDI an unaudited statement for the preceding fiscal year showing OAC's total gross receipts from parking for the shuttle bus system, the aggregate Net Profits payable, and the amount actually paid. Any deficiency shall be paid upon submission of the statement. Any excess shall be reimbursed to OAC by PDI within 30 days after receipt of the statement unless within that time PDI requests an audit.

3.5 Audit. Within 60 days after OAC's statement of annual receipts is due, whether or not it has been submitted and whether or not PDI has accepted a deficiency payment or refunded an excess, PDI may request an audit of OAC's gross receipts from parking for the shuttle bus system by an independent certified public accountant chosen by OAC from a list of not fewer than three submitted by PDI in conjunction with the request. If OAC does not make the choice within ten days, PDI may do so. The auditor shall have access to all of OAC's records relating to parking for the shuttle bus system and shall take such steps as the auditor deems necessary to make a certified audit. The report shall be final and binding on both parties, and payments required to make adjustments in Net Profits to conform to the report shall be made within five days after receipt of the report. The cost of the audit shall be borne by PDI unless the audit discloses 5% or more additional Net Profits are due from OAC to PDI, in which case it will be paid by OAC.

3.6 Records. OAC shall keep proper books of account and other records pertaining to gross receipts from parking for the shuttle bus system. Such books and records shall be kept or made available at a location reasonably accessible to PDI, which may inspect all such books and records at all reasonable times to verify OAC's gross receipts from parking for the shuttle bus system.

SECTION 4. OPERATIONS PLAN.

OAC and PDI will jointly develop an operations plan that will address, among other things, implementation of the rights and obligations described in Section 2 and the pre-sell program. OAC presently intends to either pre-sell the Premises to the extent possible by selling a parking pass with the event ticket at the time of purchase or as part of a season or series ticket, and the remaining spaces on a charge-per-event basis. The operations plan will also specifically provide that (i) when a patron enters the Premises, a parking attendant will either collect money or the pre-assigned parking pass and (ii) a parking attendant will then give a fare instrument provided by Tri-Met to each person in the vehicle and direct them first to a parking space and then to the shuttle bus stop.

SECTION 5. REPAIRS AND MAINTENANCE.**5.1 PDI.** The following shall be the responsibility of PDI:

(a) Repair and maintenance of the Premises in first class condition. PDI shall be responsible for maintaining and repairing the Premises, PDI's equipment used in the operation of the Premises, and the sidewalks and driveways adjacent to the Premises, in a sound condition such that OAC's patrons may have the unrestricted use (but subject to the terms of this Agreement) of the Premises as a parking facility during the times provided hereunder. PDI shall be responsible for keeping the sidewalks and driveways adjacent to the Premises reasonably free of ice, snow, rubbish or obstruction, unless mutually agreed by OAC and PDI as a Shuttle Related Expense.

SECTION 6. INSURANCE AND INDEMNIFICATION.**6.1 Insurance Required.**

(a) OAC shall procure prior to commencement of shuttle bus operations and thereafter during the term of the Service Agreement shall continue to carry, at OAC's cost, comprehensive general liability insurance in a responsible company with limits of not less than \$1,000,000. A certificate naming PDI as an additional insured evidencing such insurance, bearing an endorsement requiring 30 days written notice to PDI prior to any change or cancellation, shall be furnished prior to OAC's occupancy of the Premises.

(b) PDI shall evidence and maintain the following forms of coverage:

(i) Commercial General Liability or Garage Liability providing a minimum limit of at least \$1,000,000 Bodily Injury and Property Damage. Such coverage shall extend to provide contractual liability in accordance with the indemnity provisions contained herein and include OAC as an additional insured.

(ii) Statutory Workers' Compensation and Employers Liability of at least \$500,000 per accident.

(iii) As a Shuttle Related Expense, Garagekeeper's Legal Liability in limits and perils sufficient to avoid an uninsured loss (except for reasonable and acceptable deductibles). Prior to purchasing this coverage, the parties will review the cost benefits of such coverage and mutually agree whether to purchase such coverage.

(iv) Fire and other risks covered by a standard fire insurance policy with an endorsement for extended coverage on any parking area included in the Premises.

(v) The above coverage shall be obtained through carriers authorized to do business in Oregon and reasonably approved by OAC. Prior to commencement of shuttle bus operations, PDI will furnish a certificate of insurance specifically stating that coverages evidenced will not be canceled or materially changed without 30 days prior notice to OAC.

6.2 Waiver of Subrogation. In the event of insured loss, neither party's insurance company shall have a subrogated claim against the other. This waiver shall be valid only if the insurance policy in question expressly permits waiver of subrogation or if the insurance company agrees in writing that such a waiver will not affect coverage under the policies. Each party agrees to use commercially reasonable efforts to obtain such an agreement from its insurer if the policy does not expressly permit a waiver of subrogation.

6.3 Indemnification by OAC. OAC will defend, indemnify, and save PDI, its officers, directors, employees and agents, harmless from and against any and all claims, actions, lawsuits, damages, liability, and expense (including, without limitation, attorney fees) arising from loss, damage,

or injury to persons or property caused by any negligent act of OAC, OAC's agents, contractors or employees in connection with the Premises.

6.4 Indemnification by PDI. PDI will defend, indemnify, and save OAC, its officers, directors, employees and agents, harmless from and against any and all claims, actions, lawsuits, damages, liability, and expense (including, without limitation, attorney fees) arising from loss, damage, or injury to persons or property caused by any negligent act of PDI or its agents, contractors or employees in connection with the Premises.

SECTION 7. TAXES AND UTILITIES.

7.1 Property Taxes. OAC shall pay as due all taxes on its personal property located on the Premises. PDI shall pay as due all real property taxes and special assessments levied against the Premises. As used herein, "real property taxes" includes any fee or charge on PDI relating to the ownership, use or rental of the Premises, other than any governmental imposition, excise or charge attributable to use of the parking provided hereunder or to the gross income from patrons (which will be Shuttle Related Expenses) and except that PDI is not obligated to pay any excise, tax or charge on OAC's share of Net Profits.

7.2 Payment of Utilities Charges. PDI shall pay when due all charges for services and utilities incurred in connection with the use, occupancy, operation, and maintenance of the Premises.

SECTION 8. DAMAGE AND DESTRUCTION.

8.1 Partial Damage. If the Premises are partly damaged and Section 8.2 does not apply, the Premises shall be repaired by PDI at PDI's expense or substitute parking spaces reasonably acceptable to OAC will be provided to the extent that such substitute spaces can be provided without impairing PDI's ability to satisfy the needs of its tenants. Repairs shall be accomplished with all reasonable speed subject to interruptions and delays from labor disputes and matters beyond the reasonable control of PDI.

8.2 Destruction. If a facility included within the Premises is destroyed or damaged such that the cost of repair exceeds 50% of the value of the facility before the damage, either party may elect to terminate the Service Agreement as to such facility as of the date of the damage or destruction by

notice given to the other in writing not more than 60 days following the date of damage. In such event all rights and obligations of the parties with respect to such facility under this Agreement shall cease as of the date of termination. If neither party elects to terminate, PDI shall proceed to restore the facility to substantially the same form as prior to the damage or destruction. Work shall be commenced as soon as reasonably possible and thereafter shall proceed without interruption except for work stoppages on account of labor disputes and matters beyond PDI's reasonable control.

8.3 Damage Late in Term. If damage or destruction to which Section 8.2 would apply occurs within one year before the end of the then-current Service Agreement term, either party may elect to terminate the Service Agreement by written notice to PDI given within 60 days after the date of the damage.

SECTION 9. ASSIGNMENT.

Neither OAC nor PDI shall subcontract, assign or delegate any of its rights or obligations hereunder, including transfers by operation law, without obtaining prior written approval from the other party. Provided, however, either party shall have the absolute right to transfer or assign its rights and obligations under this Service Agreement to any successor owner of the shuttle bus system or the Premises that delivers to the other party a written assumption of the obligations under this Service Agreement in form and substance reasonably satisfactory to the other party and with respect to any such transfer or assignment by OAC, the transferee must also acquire OAC's interest under its agreement with Tri-Met to provide shuttle bus services. Except as otherwise provided in this Service Agreement, this Service Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto, their respective successors and assigns.

SECTION 10. DEFAULT. The following shall be events of default:

10.1 Default in Payment of Net Profits. Failure of OAC to pay Net Profits and NOL Amounts as provided in Section 3 within seven days after written notice of such failure to make payment.

10.2 Default in Other Covenants. Failure to comply with any term or condition or fulfill any obligation of the Service Agreement (other than the payment of Net Profits and NOL Amounts)

within 20 days after written notice specifying the nature of the default with reasonable particularity. If the default is of such a nature that it cannot be completely remedied within the 20-day period, this provision shall be complied with if the defaulting party begins correction of the default within the 20-day period and thereafter proceeds with reasonable diligence and in good faith to effect the remedy as soon as practicable.

10.3 Insolvency. Insolvency of a party; an assignment by a party for the benefit of creditors; the filing by a party of a voluntary petition in bankruptcy; an adjudication that a party is bankrupt or the appointment of a receiver for the properties of a party; the filing of any involuntary petition of bankruptcy and failure of a party to secure a dismissal of the petition within 30 days after filing.

SECTION 11. REMEDIES ON DEFAULT.

11.1 Termination; Other Remedies. In the event of a default, the Service Agreement may be terminated upon 30 days written notice to the defaulting party and/or the non-defaulting party may pursue any other right or remedy available under law for breach of contract, including (without limitation) specific performance.

11.2 Interest. Any amounts due under this Agreement which are not paid when due will bear interest from the due date until fully paid at the rate of 12% per annum (but not in any event higher than the maximum rate permitted by law).

SECTION 12. MISCELLANEOUS.

12.1 Nonwaiver. Waiver by either party of strict performance of any provision of this Service Agreement shall not be a waiver of or prejudice the party's right to require strict performance of the same provision in the future or of any other provision.

12.2 Modification of Agreement. This Service Agreement constitutes the entire agreement between the parties hereto. To be effective, any modification of this Service Agreement must be in writing and signed by the party to be charged thereby.

12.3. Headings. The headings of the Sections of this Service Agreement are inserted for convenience of reference only and shall not in any manner affect the construction or meaning of anything herein contained or govern the rights or liabilities of the parties hereto.

12.4 Notices. All notices, requests, demands, and other communications under this Service Agreement shall be in writing and shall have been deemed duly given when delivered (i) by hand, (ii) by Federal Express or comparable overnight carrier, or (iii) 72 hours after being sent by certified mail, return receipt requested:

OAC: Marshall Glickman
Senior Vice President
Oregon Arena Corporation
700 N.E. Multnomah St., 6th Floor
Portland, OR 97232

With a Copy to: Michael V. Fennell
Vice President/General Counsel
Oregon Arena Corporation
700 N.E. Multnomah St., 6th Floor
Portland, OR 97232

PDI: Matt Klein
Pacific Development, Incorporated
825 NE Multnomah, Suite 1275
Portland, Oregon 97232

With a Copy to: General Counsel
PacifiCorp Financial Services
825 NE Multnomah, Suite 700
Portland, Oregon 97232

Notice of a change in address of one of the parties shall be given in writing to the other party as provided above, but shall be effective only upon actual receipt.

12.5 Arbitration. Any dispute under this Service Agreement shall be settled by arbitration in Portland, Oregon. OAC and PDI shall mutually appoint a disinterested independent person familiar with commercial real estate practices to serve as arbitrator, to hear and render a ruling on the dispute. If OAC and PDI do not agree on the appointment of an arbitrator within 15 days after either of them shall have requested arbitration, by notice in writing to the other, OAC and PDI may move the presiding judge of the Circuit Court of the State of Oregon for Multnomah County for appointment of the arbitrator with

the above qualifications. Due notice shall be given to the other party of the motion and time for hearing it. The hearing shall be conducted in accordance with the rules of the American Arbitration Association. The decision of the arbitrator, whether appointed by the parties or by the judge, shall be binding and conclusive on the parties. Judgment on the award, if it is not paid within 30 days, may be entered in the Circuit Court of the State of Oregon for Multnomah County. Arbitration is and shall be the exclusive remedy available to the parties to resolve a dispute hereunder and no party to this Service Agreement shall commence any suit, action or other proceeding against any other party in any court to resolve a dispute hereunder.

12.6. Attorney Fees. In the event that any party initiates arbitration proceedings or a lawsuit (including an action to enforce its rights in a bankruptcy case), the prevailing party in such arbitration proceedings or suit shall be entitled to recover all costs and expenses thereof, including reasonable attorney fees as set by any arbitrator or court in which such matter is tried, heard or decided, including any appeal and on any petition for review.

12.7 Counterparts. This Service Agreement may be executed in any number of counterparts, each of which, when executed, shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument.

12.8 Time of Essence. Time is of the essence for performance of obligations under this Agreement.

12.9 Nonwaiver. Waiver of performance of any provision of this Agreement shall not be a waiver of nor prejudice a party's right otherwise to require performance of the same provision or any other provision.

12.10 Attornment. In the event any proceedings are brought for foreclosure, or in the event of the exercise of the power of sale under any mortgage or trust deed made by covering land on which parking locations and/or spaces are provided, OAC shall attorn to or recognize the purchaser upon any such foreclosure or sale, provided that such purchaser agrees that its property is bound by PDI's obligations to OAC hereunder. Upon request, the parties will execute a subordination, nondisturbance

and attornment agreement in form approved by the parties and PDI's lender(s). If any lender to PDI or any party involved in a purchase or sale-leaseback transaction with PDI requires any clarifications or reasonable changes to the terms of this Service Contract, the parties will cooperate in effecting such clarifications or changes, provided, that OAC will have no obligation to agree to any material change in the rights and benefits provided to OAC hereunder or any impairment of PDI's obligations.

12.11 Subordination to Mortgages and Master Leases. This Agreement, at PDI's option, shall be subordinate to the lien of any trust deed or mortgage subsequently placed upon the Premises, and to any and all advances made on the security thereof, and to the terms of any master lease between PDI and a third party (if PDI enters into a sale and leaseback transaction), and to all renewals, modifications, consolidations, replacements, and extensions thereof. If any such lender elects to have this Agreement prior to the lien of its mortgage or trust deed or any sale-leaseback lessor elects to be bound hereby, and shall give written notice thereof to OAC, this Agreement shall be deemed prior to such mortgage or trust deed, whether this Agreement is dated prior or subsequent to the date of said mortgage or trust deed or the date of the recording thereof, and to be binding on the sale-leaseback lessor.

12.12 Estoppel Certificates. Within 10 days after receipt of written request, either party shall deliver a written statement to the other party and/or to a third person designated by the other party, stating the amount of parking being supplied hereunder, whether the Agreement is unmodified and in full force and effect, and any other matters that may reasonably be requested by the other party.

12.13 Applicable Law. This Agreement shall be construed, applied and enforced in accordance with the laws of the State of Oregon.

12.14 Validity of Provisions. If any provision in this Agreement shall be invalid, illegal, or unenforceable in any respect, the validity of the remaining provisions contained in this Agreement shall not be affected.

12.15 Change in governmental Requirements or Impositions. In the event any governmental order or any change in governmental regulations, ordinances or statutes occurs during the term of this Agreement such that additional charges or costs are imposed on parking provided hereunder

or such that the parking that can be provided hereunder is limited, then the charges or costs will be included in Shuttle Related Expenses and the parking rights provided hereunder will be limited as required by any such governmental order, regulation, ordinance or statute.

12.16 Limitations. This is not intended to be a third party beneficiary contract. No member, staff or invitee of OAC shall have any right against PDI or to enforce this Agreement. Nothing contained in this Service Contract shall be deemed to be a gift or dedication of any portion of the Premises to the general public or for the use of the general public or for any parties that this Service Contract shall be strictly limited to and for the purposes herein expressed.

12.17 No Partnership. No provision of this Service Contract or previous (or subsequent) conduct or activities of the parties will be construed as making either party a partner, joint venturer, agent or principal of or with each other.

IN WITNESS WHEREOF, PDI and OAC have duly executed this Service Agreement as of the day and year first above written.

PACIFIC DEVELOPMENT, INC.

Matthew J. Klein
By: Matthew J. Klein
Title: Vice-President

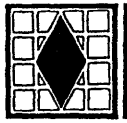
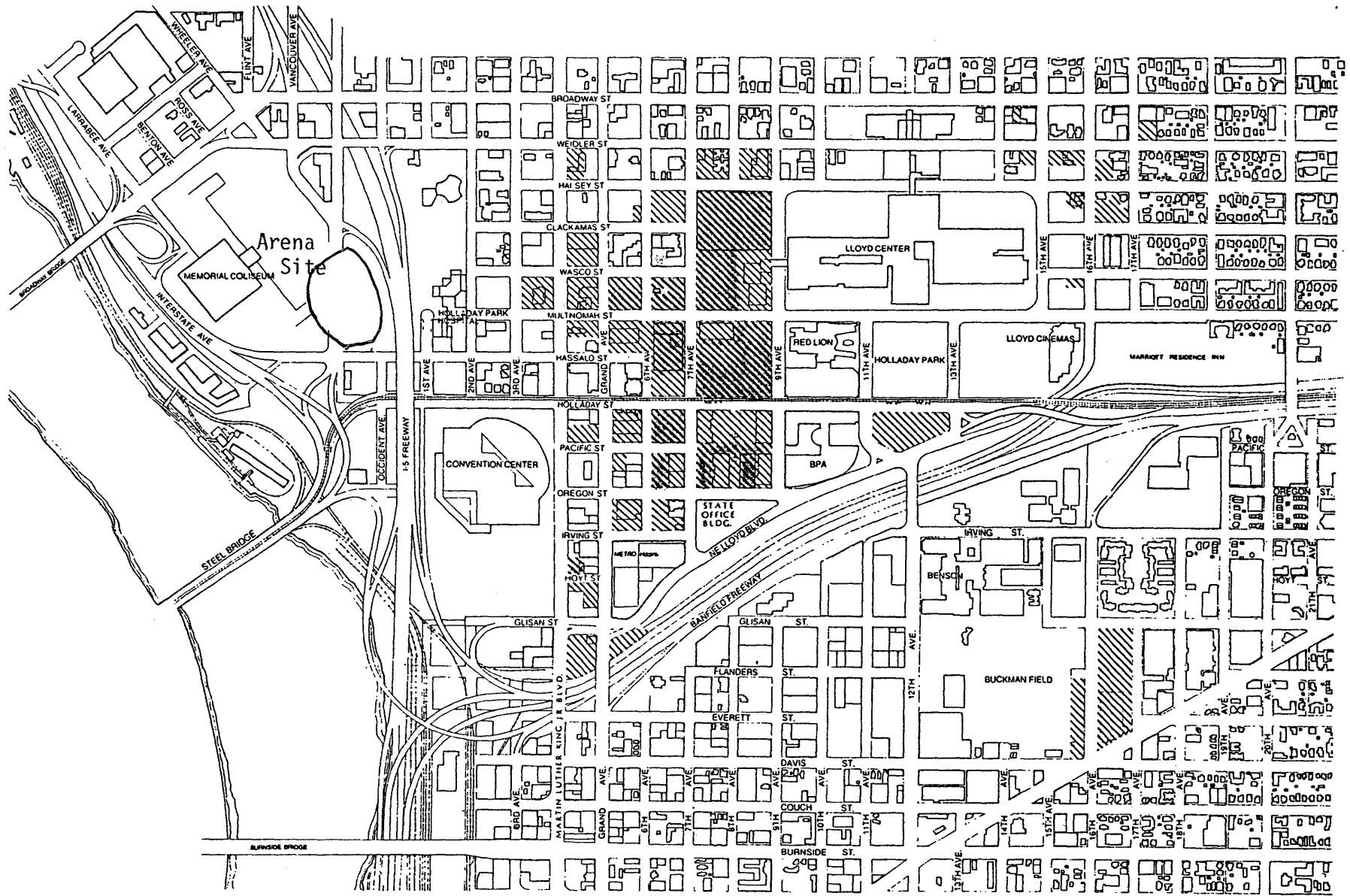
OREGON ARENA CORPORATION

Michael V. Fennell
By: Michael V. Fennell
Title: Vice President

EXHIBIT 1.1

LOCATION OF THE PREMISES

The shaded areas represent PDI's total parking inventory. The 2,407 spaces will be provided within the shaded areas.



LLOYD DISTRICT PROPERTIES
PACIFIC DEVELOPMENT, INC.

1-92



PARKING INVENTORY – EXHIBIT 1.1

35158

EXHIBIT 2.2(a)
DIAGRAM OF PARKING SPACES

35158

LOWER LEVEL COVERED

LOT 111

LLOYD CENTER TOWER GARAGE

7TH STREET

| |
|----|
| 23 |
| 22 |
| 21 |
| 20 |
| 19 |
| 18 |
| 17 |
| 16 |
| 15 |
| 14 |
| 13 |
| 12 |
| 11 |
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| 7 |
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| 3 |
| 2 |
| 1 |

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|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|
| 271 | 270 | 269 | 268 | 267 | 266 | 265 | 264 | 263 | 262 | 261 | 260 | 259 | 258 | 257 | 256 | 255 | 254 | 253 | 252 | 251 | 250 | 249 |
|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|

| | | | | | | | | | |
|------|------|------|-------|-----------|-------|-----|-------|-------|-------|
| 25 | 74 | 75 | 124 | C11/R 125 | 174 | RCH | 175 | 223 | 211 |
| 26 | 73 | 76 | 123 | C11/R 126 | 173 | RCH | 176 | 222 | 215 |
| 27 | 72 | 77 | 122 | C11/R 127 | 172 | RCH | 177 | 221 | 216 |
| 28 | 71 | 78 | 121 | C11/R 128 | 171 | RCH | 178 | 220 | 217 |
| 29 | 70 | 79 | 120 | C11/R 129 | 170 | RCH | 179 | 219 | 218 |
| 30 | 69 | 80 | 119 | C11/R 130 | 169 | RCH | 180 | 218 | 219 |
| 31 | 68 | 81 | 118 | C11/R 131 | 168 | RCH | 181 | 217 | 230 |
| 32 | 67 | 82 | 117 | C11/R 132 | 167 | RCH | 182 | 216 | 231 |
| 33 | 66 | 83 | 116 | C11/R 133 | 166 | RCH | 183 | 215 | 232 |
| 34 | 65 | 84 | 115 | C11/R 134 | 165 | RCH | 184 | 214 | 233 |
| 35 | 64 | 85 | 114 | C11/R 135 | 164 | RCH | 185 | 213 | 234 |
| 36 | 63 | R 86 | 113 R | C11/R 136 | 163 | RCH | 186 | 212 | 235 |
| 37 | 62 | R 87 | 112 R | C11/R 137 | 162 | RCH | 187 | 211 | 236 |
| 38 | 61 | R 88 | 111 R | C11/R 138 | 161 | RCH | 188 | 210 | 237 |
| 39 | 60 | R 89 | 110 R | C11/R 139 | 160 | RCH | 189 | 209 | 238 |
| R 40 | 59 R | R 90 | 109 R | R 140 | 159 R | | 190 | 208 | 239 |
| R 41 | 58 R | R 91 | 108 R | R 141 | 158 R | | R 191 | 207 R | R 240 |
| R 42 | 57 R | R 92 | 107 R | R 142 | 157 R | | R 192 | 206 R | R 241 |
| R 43 | 56 R | R 93 | 106 R | R 143 | 156 R | | R 193 | 205 R | R 242 |
| R 44 | 55 R | R 94 | 105 R | R 144 | 155 R | | R 194 | 204 R | R 243 |
| R 45 | 54 R | R 95 | 104 R | R 145 | 154 R | | R 195 | 203 R | R 244 |
| R 46 | 53 R | R 96 | 103 R | R 146 | 153 R | | R 196 | 202 R | R 245 |
| R 47 | 52 R | R 97 | 102 R | R 147 | 152 R | | R 197 | 201 R | R 246 |
| R 48 | 51 R | R 98 | 101 R | R 148 | 151 R | | R 198 | 200 R | R 247 |
| R 49 | 50 R | H 99 | 100 H | H 149 | 150 H | | 199 R | | R 248 |

| | | | | | | | | | | | | | | | | | | |
|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|
| 297 | 296 | 295 | 294 | 293 | 292 | 291 | 290 | 289 | 288 | 287 | 286 | 285 | 284 | 283 | 282 | 281 | 280 | 279 |
|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|

ELEVATOR



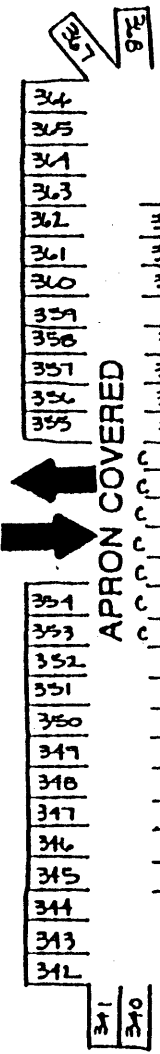
35158

MID LEVEL COVERED

LOT 111

LLOYD CENTER TOWER GARAGE

7TH STREET



| | | |
|---|-----|-----|
| | | 161 |
| | 369 | 460 |
| | 370 | 459 |
| | 371 | |
| | 372 | |
| | 373 | |
| | 374 | 158 |
| | 375 | 157 |
| | 376 | 156 |
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| | 389 | 143 |
| | 390 | 142 |
| | 391 | |

HALSEY STREET



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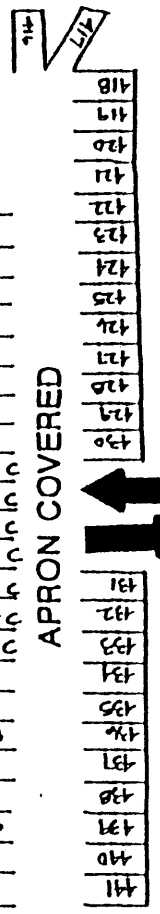
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| R 537 | 540 R |
| R 538 | 539 R |

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| 672 | 410 |
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| 674 | 408 |
| 675 | 407 C |
| 676 | 406 C |
| R 677 | 405 C |
| R 678 | 404 C |
| R 679 | 403 C |
| 680 | 402 C |
| 681 | 401 C |
| 682 | 400 |
| 683 | 399 |
| 684 | 398 |
| | 397 |
| | 396 |
| | 395 |
| 685 | 394 |
| 686 | 393 |
| 687 | 392 |



9TH STREET

| |
|-------|
| T24 R |
| T23 R |
| T22 R |
| T21 R |
| T20 R |
| T19 R |
| T18 R |
| T17 R |
| T16 R |
| T15 R |
| T14 R |
| T13 R |
| T12 R |
| T11 R |
| T10 S |
| T09 R |

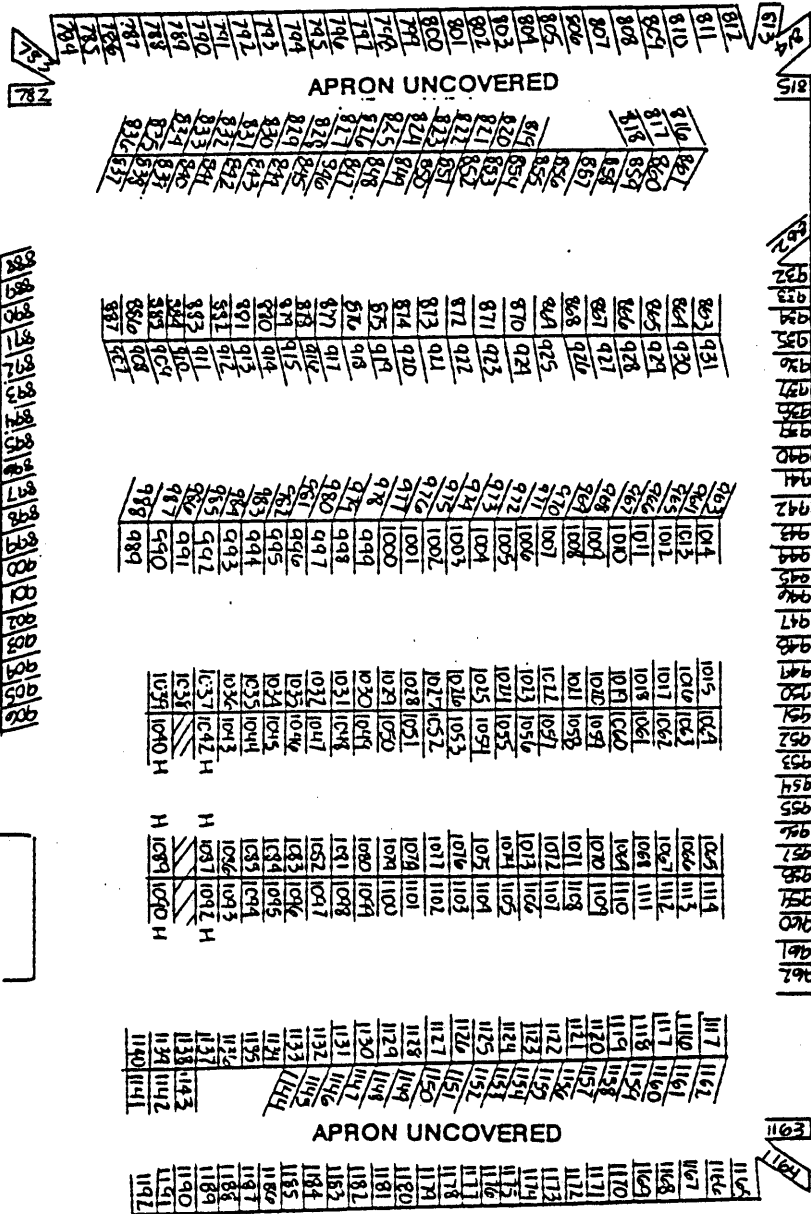
ELEVATOR



LOT 111 UPPER LEVEL UNCOVERED

LLOYD CENTER TOWER GARAGE

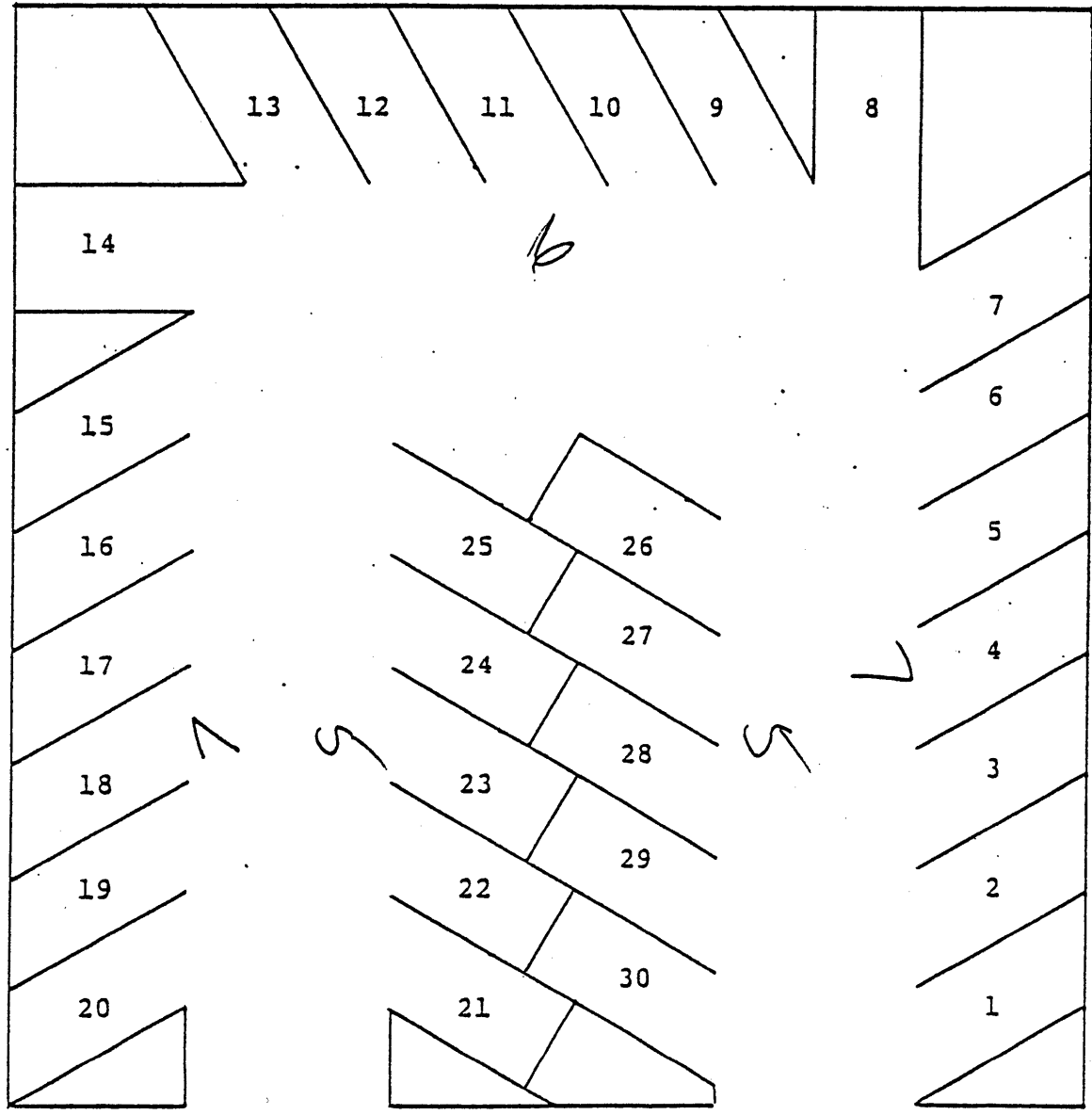
7TH STREET



RE ~~379~~ 113
RE Wasco & 6th
30 parking spaces

Wa
30 **35158**

N.E. SIXTH ST.



N.E. WASCO



A. Harwood
9/21/89

30 UNNUMBERED STALLS
7/90

N.E. 7

CONTRACT - 26 UNASSIGNED

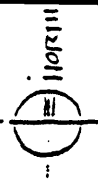
COMPACT CARS ONLY

PARKING STRUCTURE

SYMBOLS

- R = RESERVED PARKING SPACE
- V = VISITOR PARKING SPACE
- H = HANDICAPPED PARKING SPACE

PLAN
OPEN PARKING
LOT



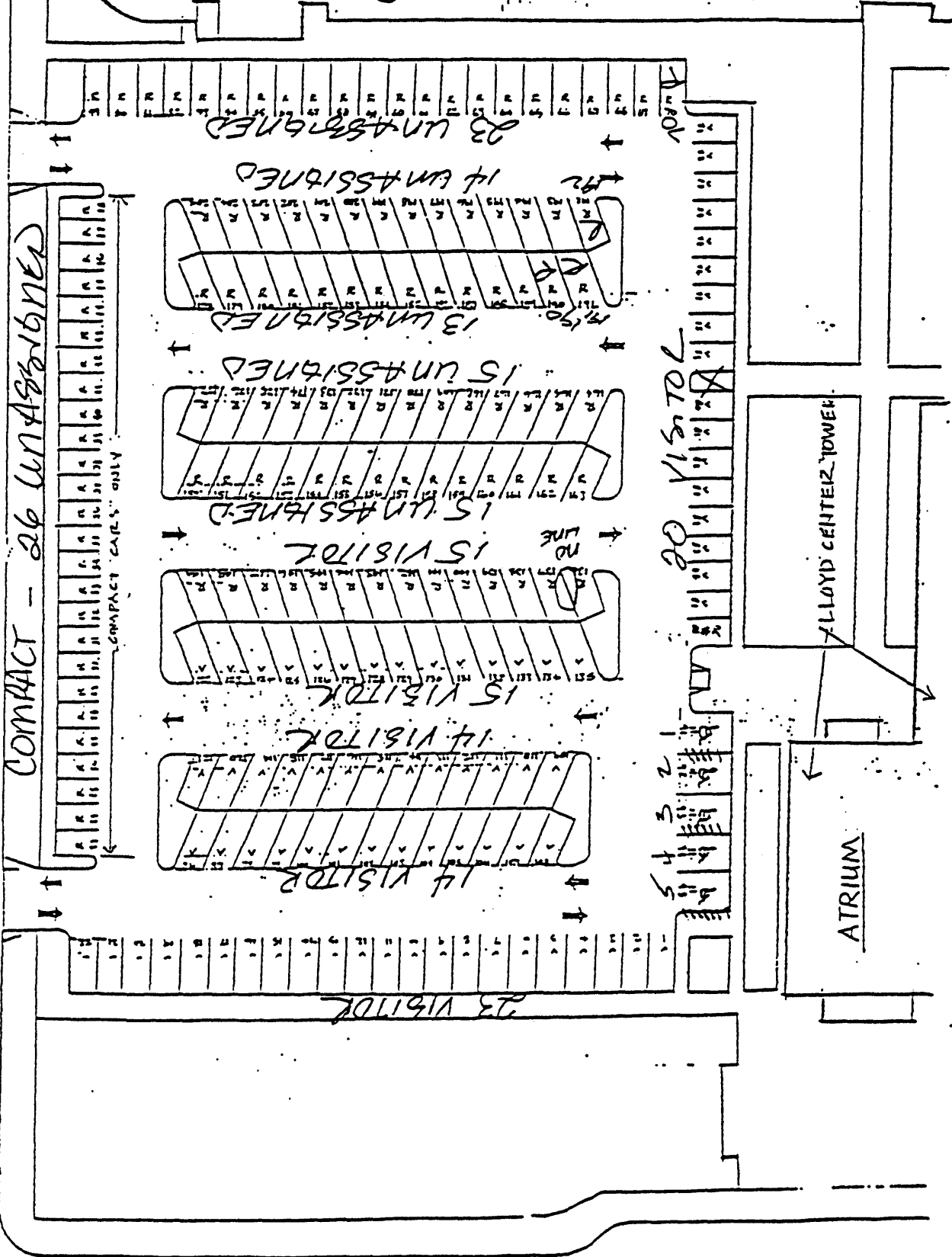
35158

790

RE: 306 G
TOTAL 216

HANDI CAP 5
VISITOR 101
UNASSIGNED 106
RESERVED 4

LCI



RE 306 G

11117

RE 306 G

LLOYD FIVE HUNDRED GARAGE

35158

← Z

N.E. 7 AVE.

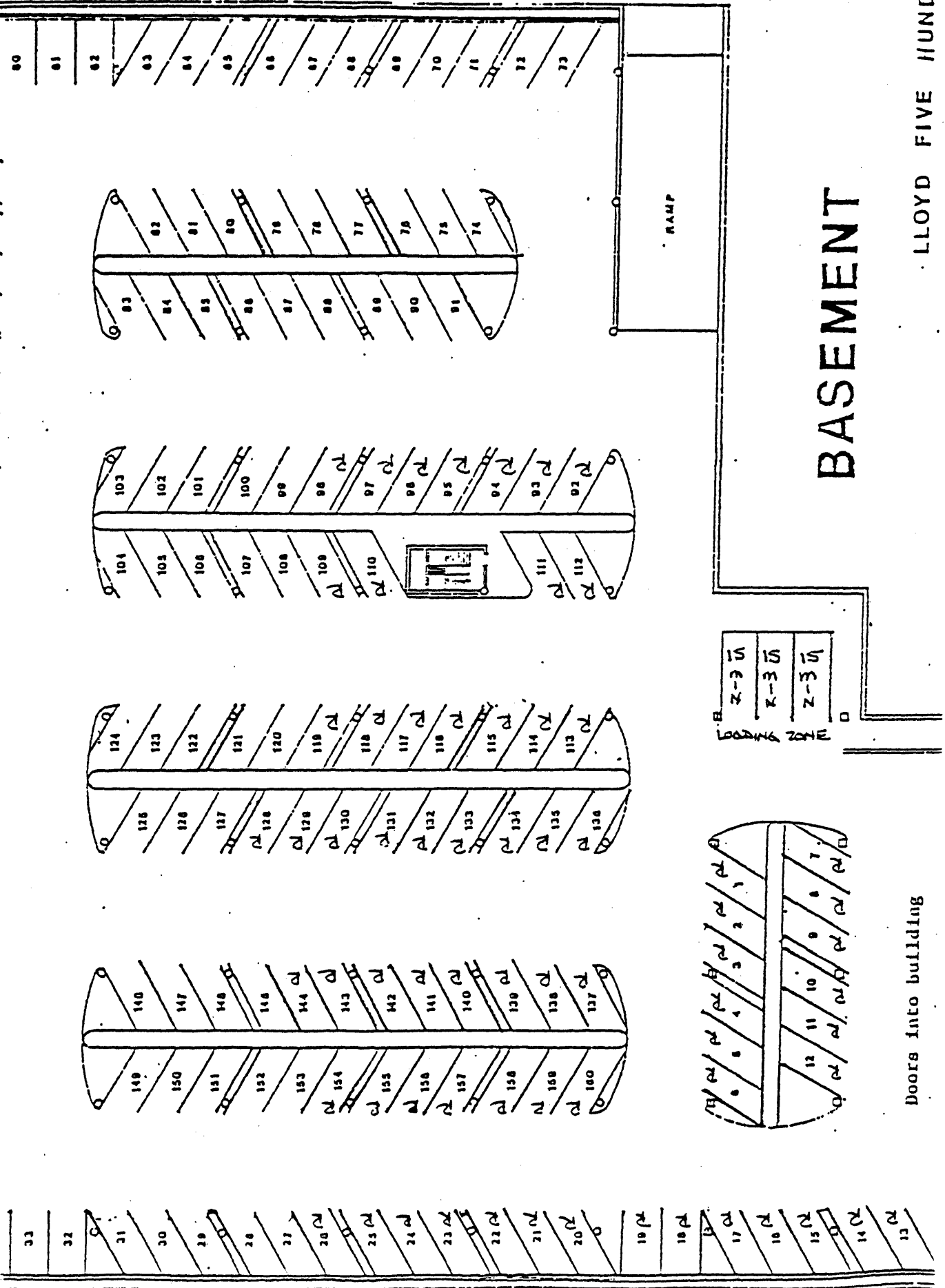
LLOYD FIVE HUNDRED

BASEMENT

RAMP

| |
|-------|
| Z-3 U |
| K-3 U |
| Z-3 U |

Doors into building

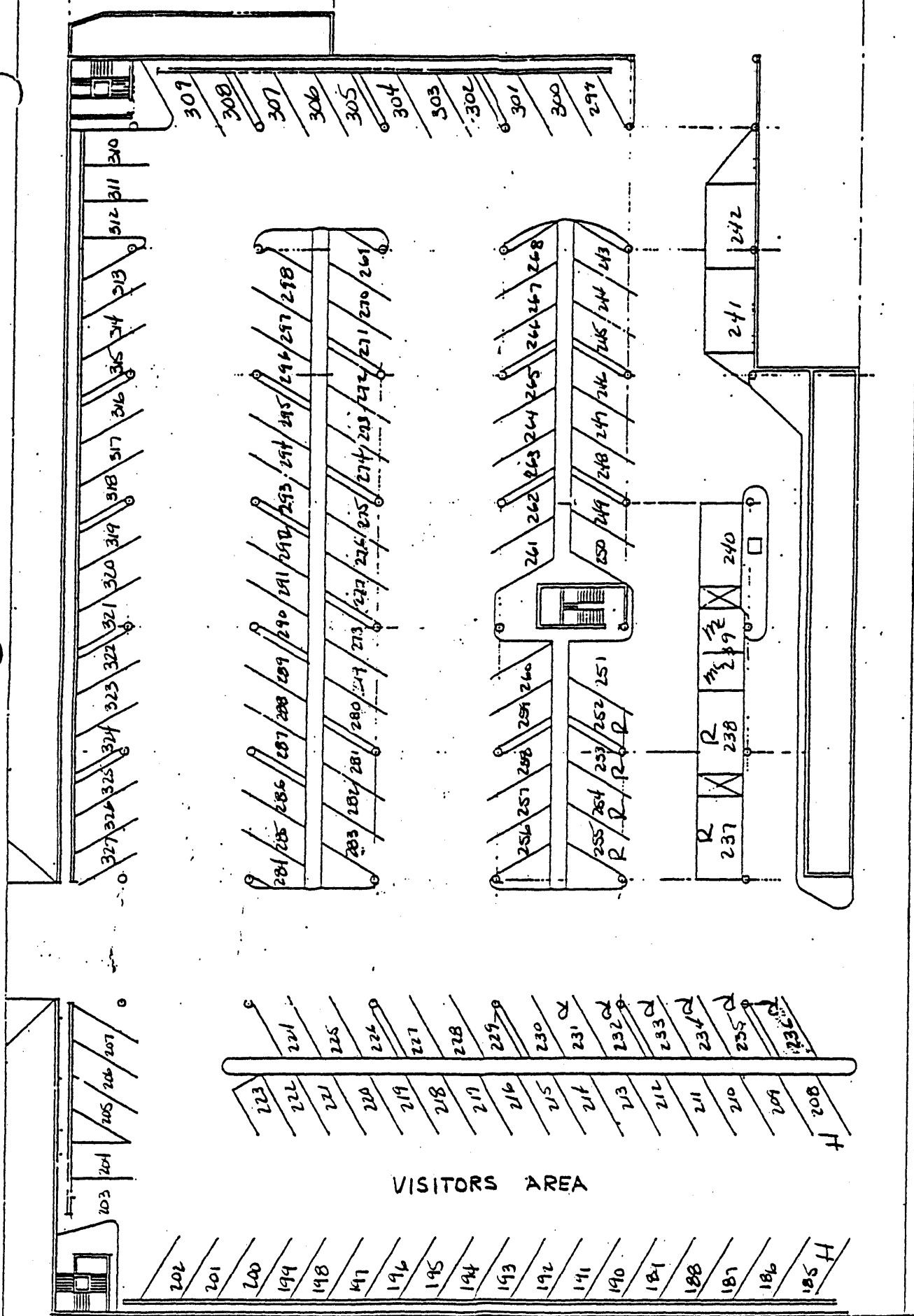


N. E. 7 AVE

35158

LLOYD FIVE HUNDRED

GROUND LEVEL

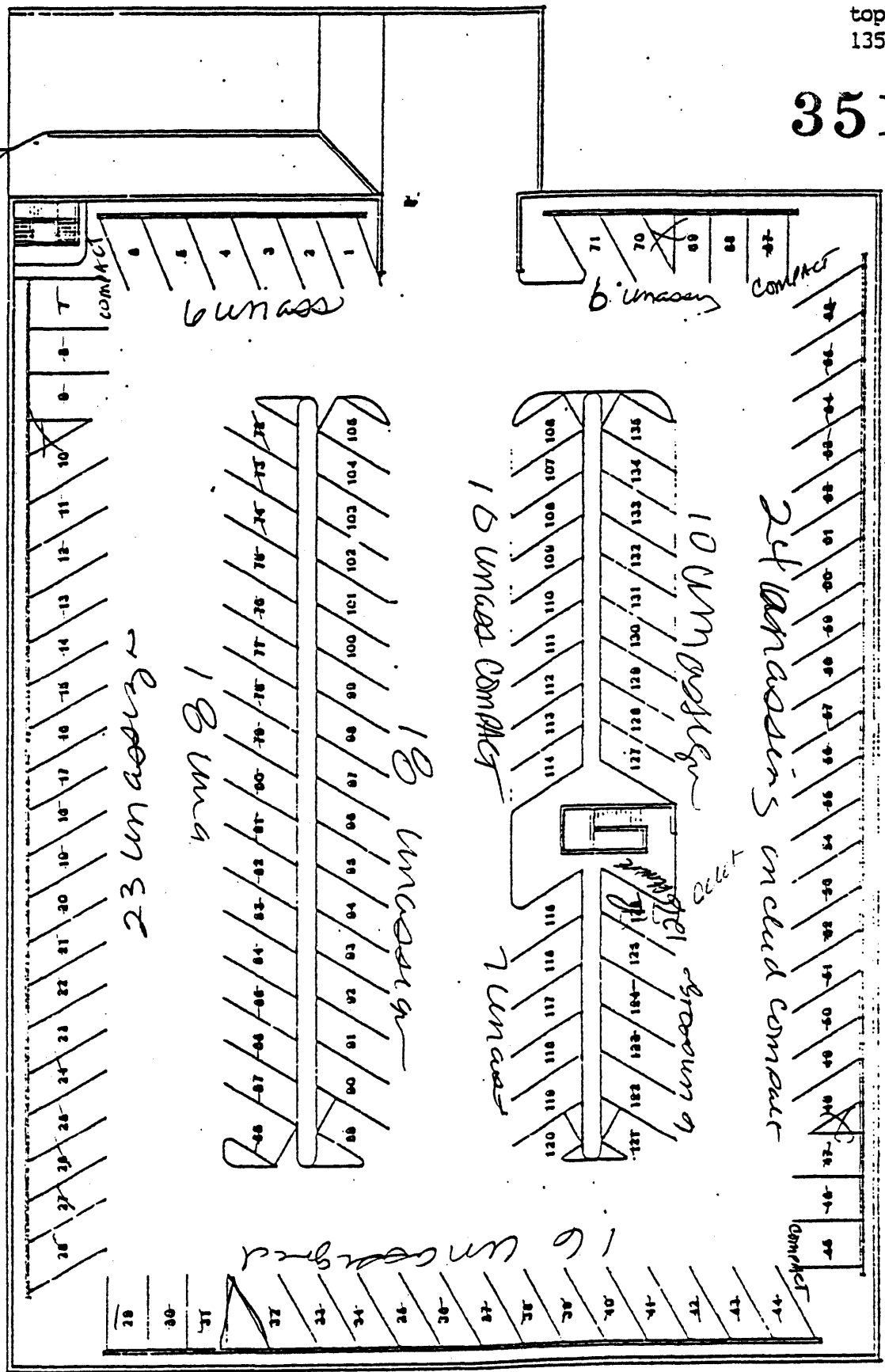


RE 256 U
 Between 6th & 7th
 South of Multnomah
 top level
 135 parking spaces

35158

LS00

N.E. 7 AVE.



UPPER DECK UL 256



Multnomah

RE ~~256~~ 256
 UNASSIGNED 144
 RESERVED 1
 TOTAL 145

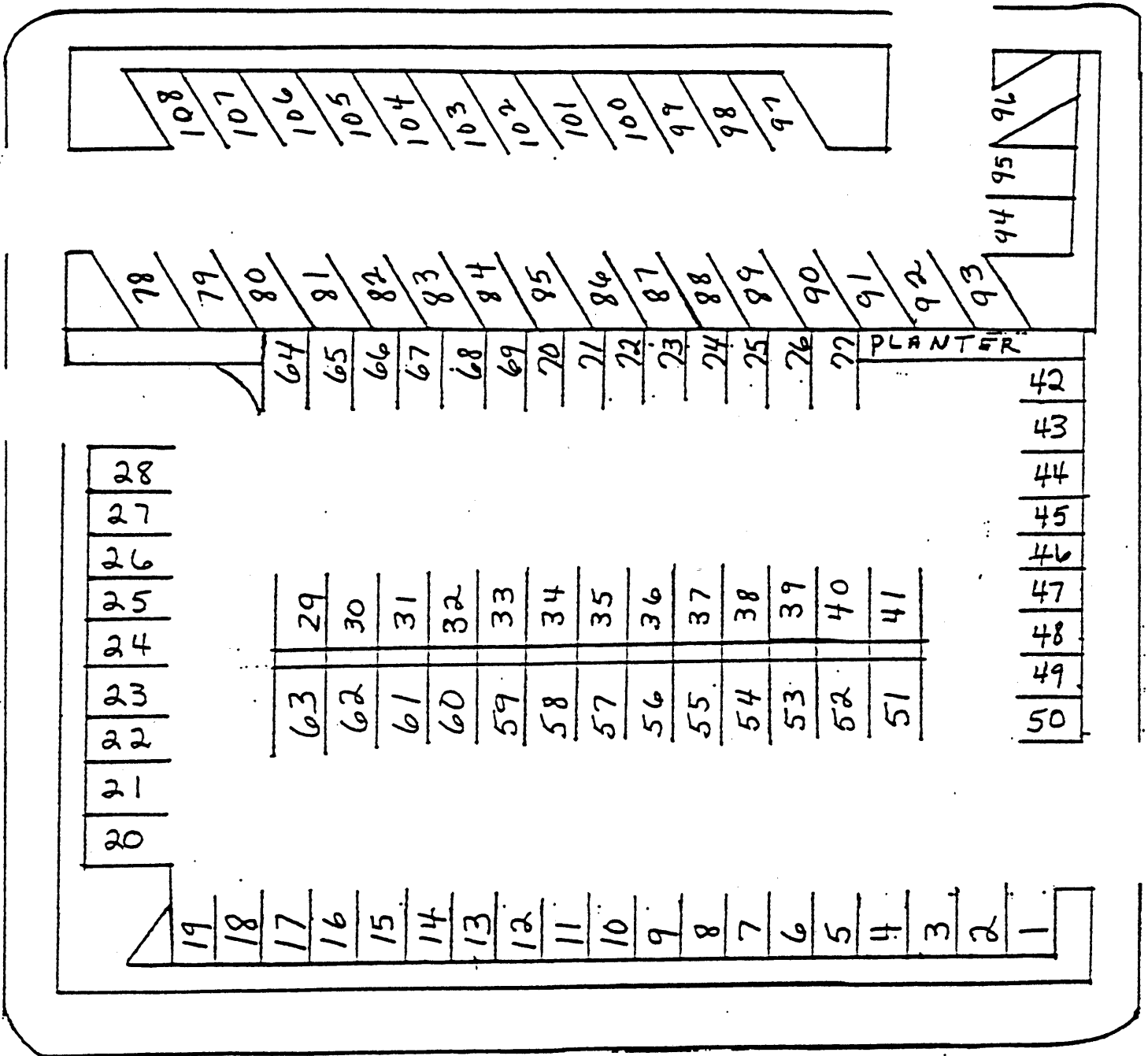
7/90

LOT 117

35158

WASCO STREET

GRAND AVENUE



MULTNOMAH STREET



35158

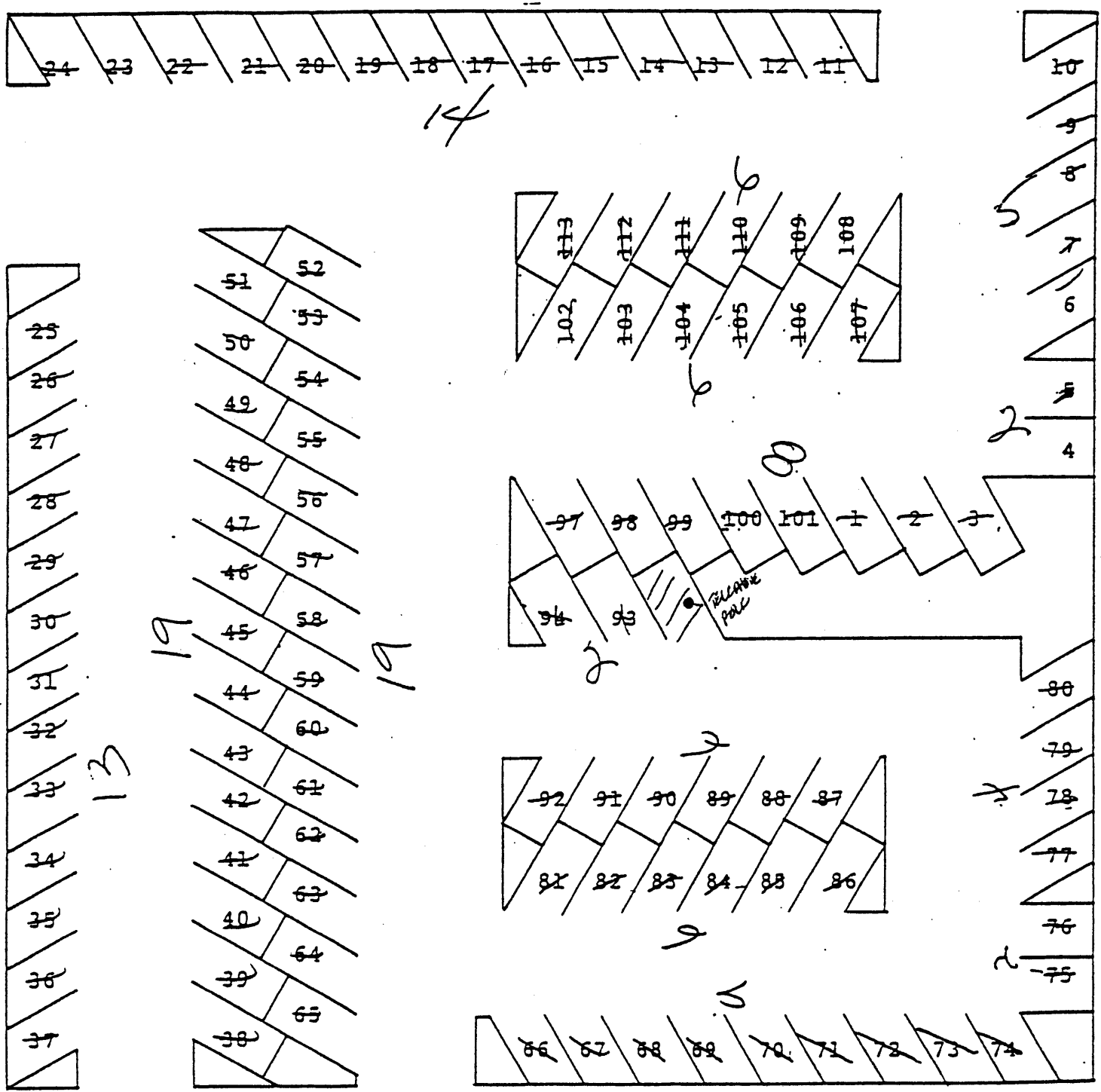
304

Cross from
CC 710 bldg
on Max tracks

RE 25 Between 6th & 7th
South of Holladay
Holla: 98 parking spaces

111 F

N.E. 6th



N.E. Holladay

N.E. 7th



121 UNNUMBERED

A. Harwood
9/21/89

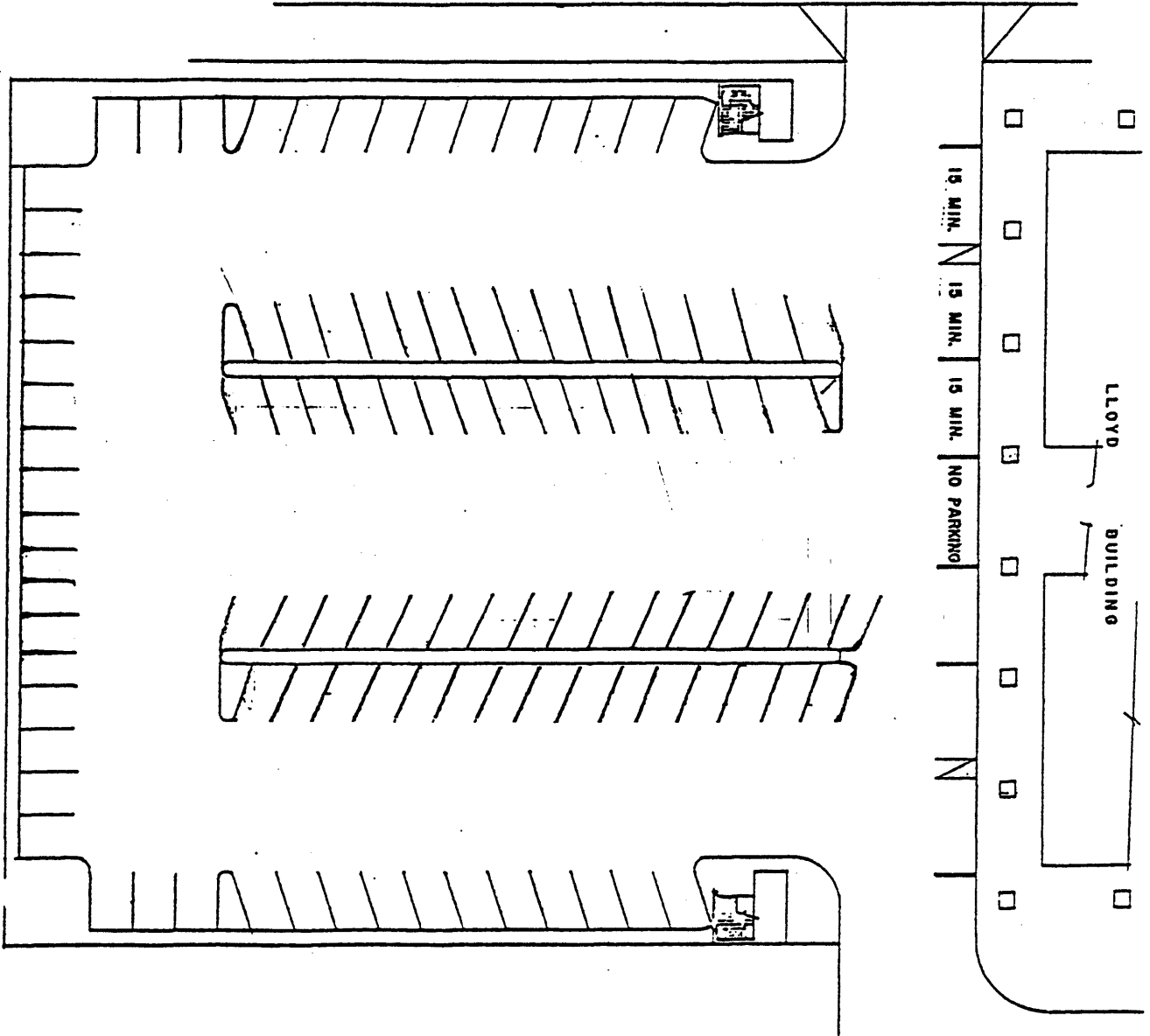
7/90

35158

PORT OF PORTLAND Garage

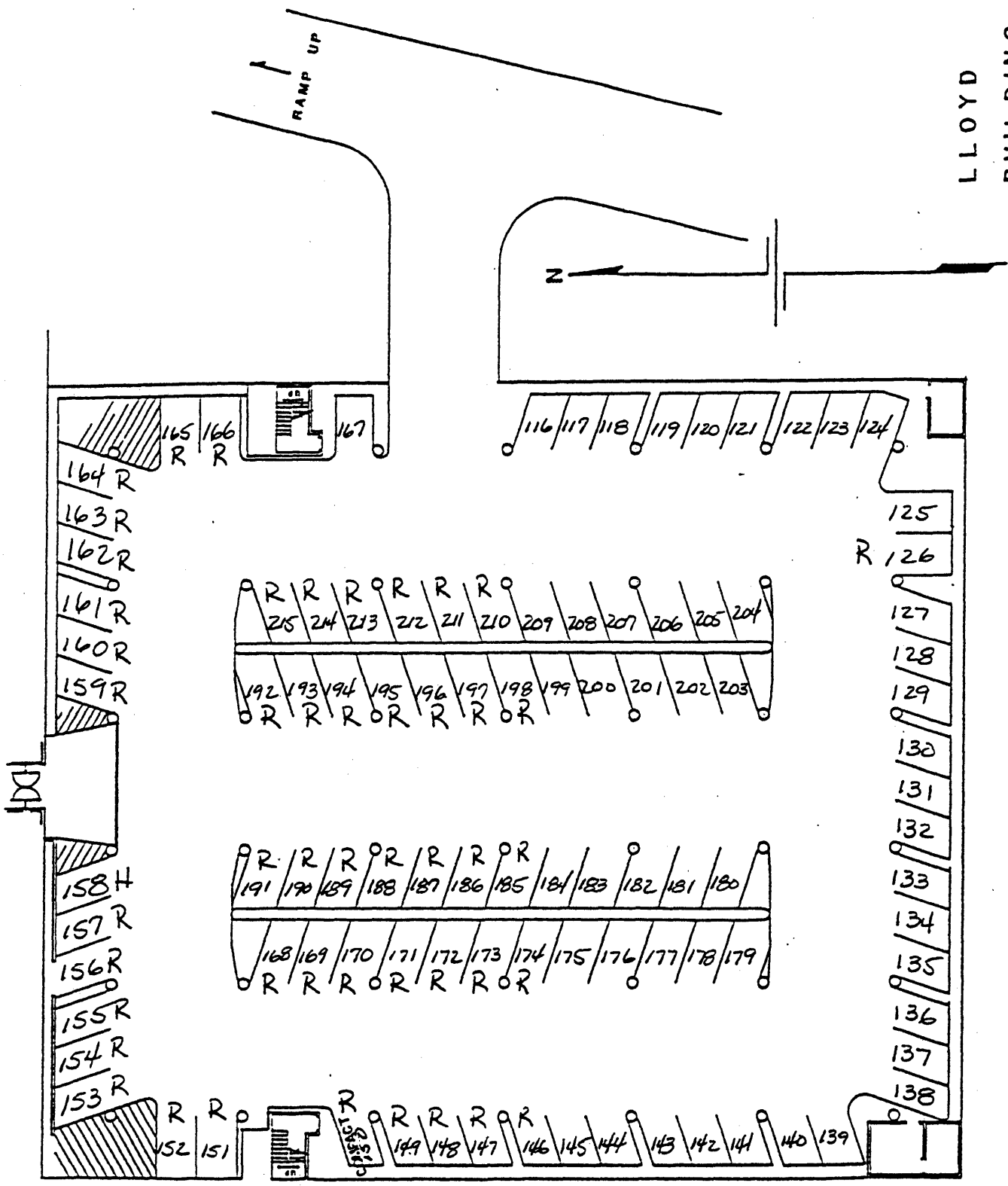
N. E. 7TH AVENUE

GROUND LEVEL PARKING



LLOYD BUILDING
MAY 1970

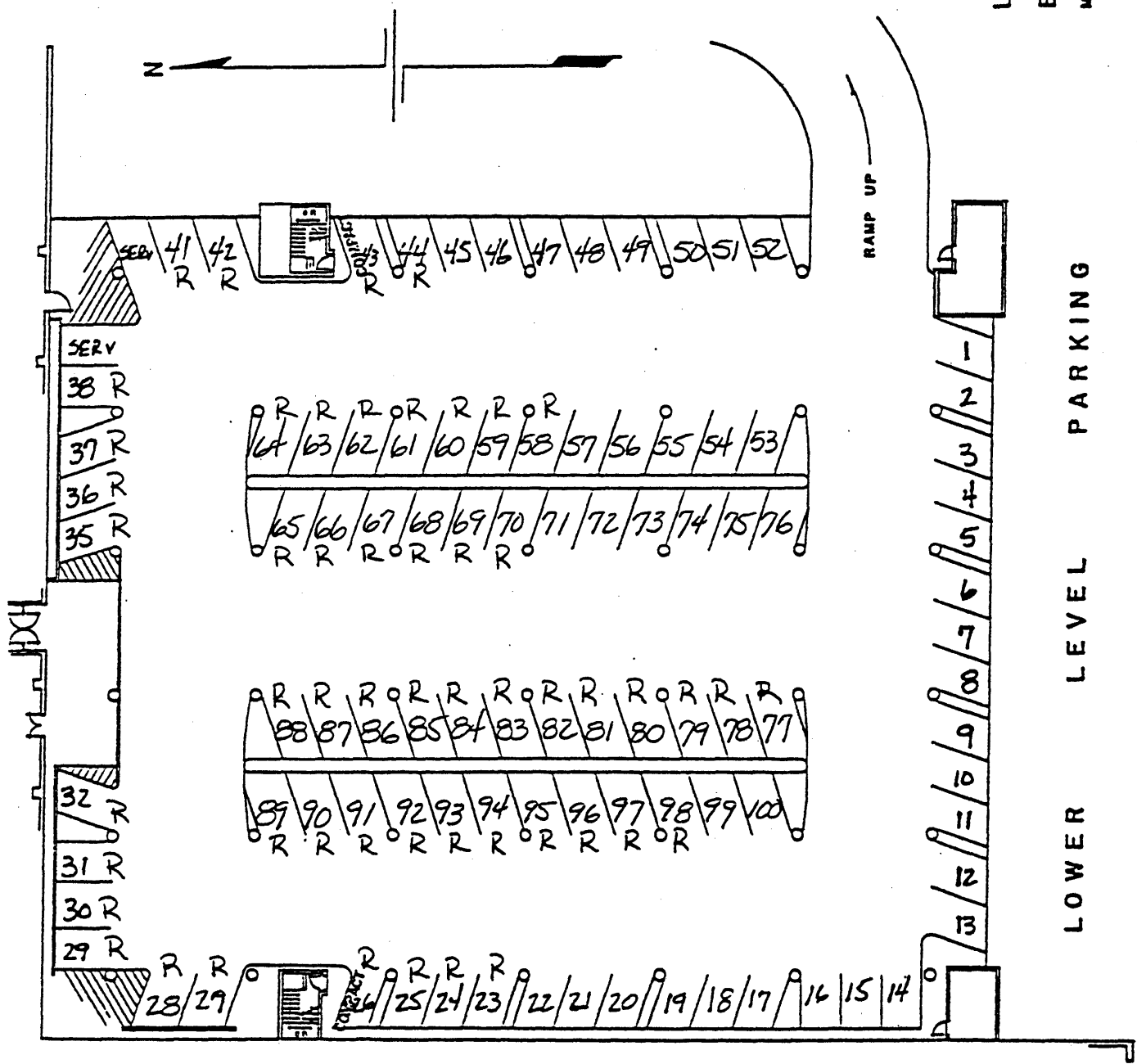
LLOYD
BUILDING
MAY 1870



MID LEVEL PARKING

35158

LLOYD
BUILDING
MAY 1970



35158

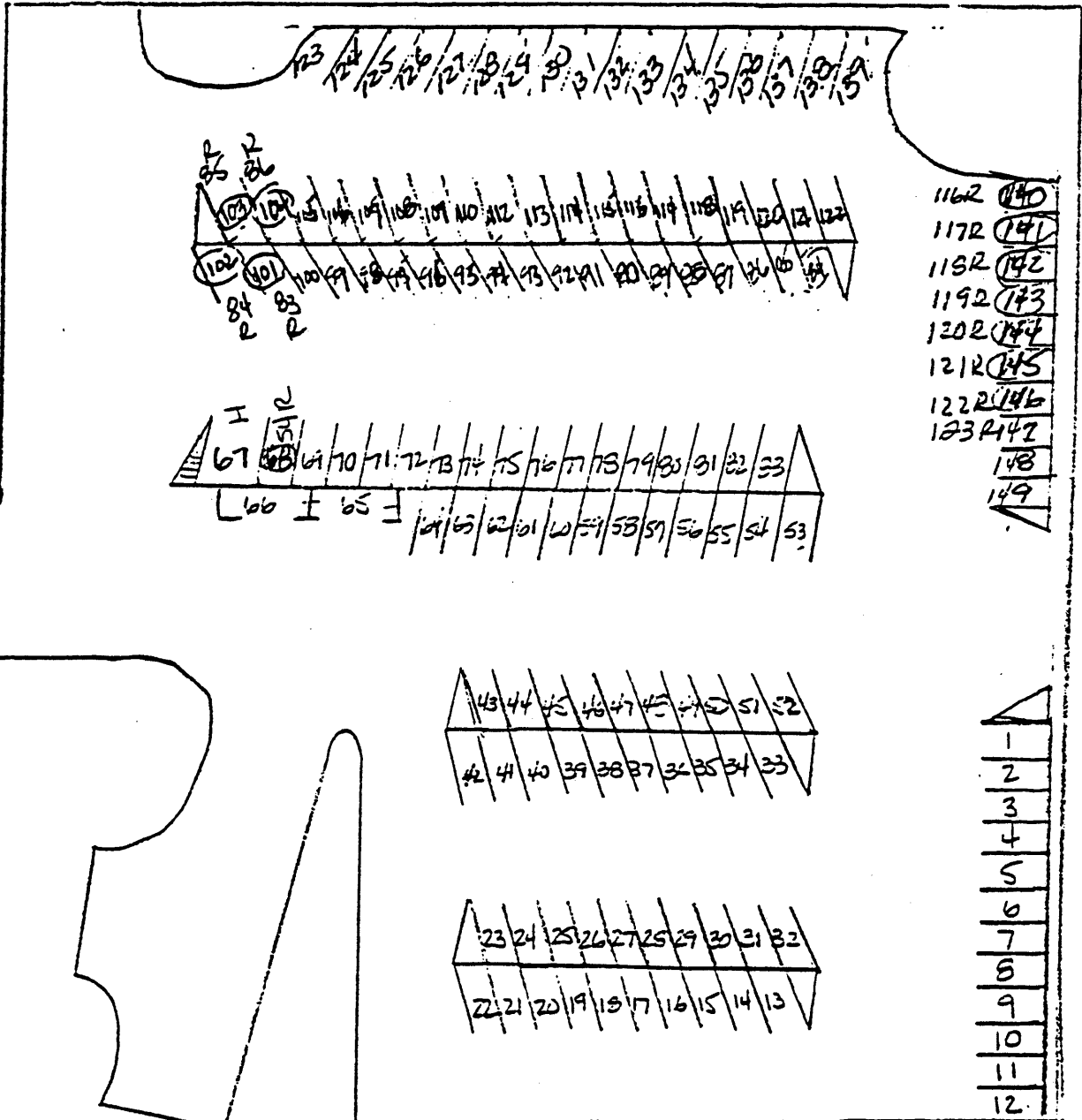
35158

FS

1241

9th & Multnomah

MULTNOMAH STREET



967

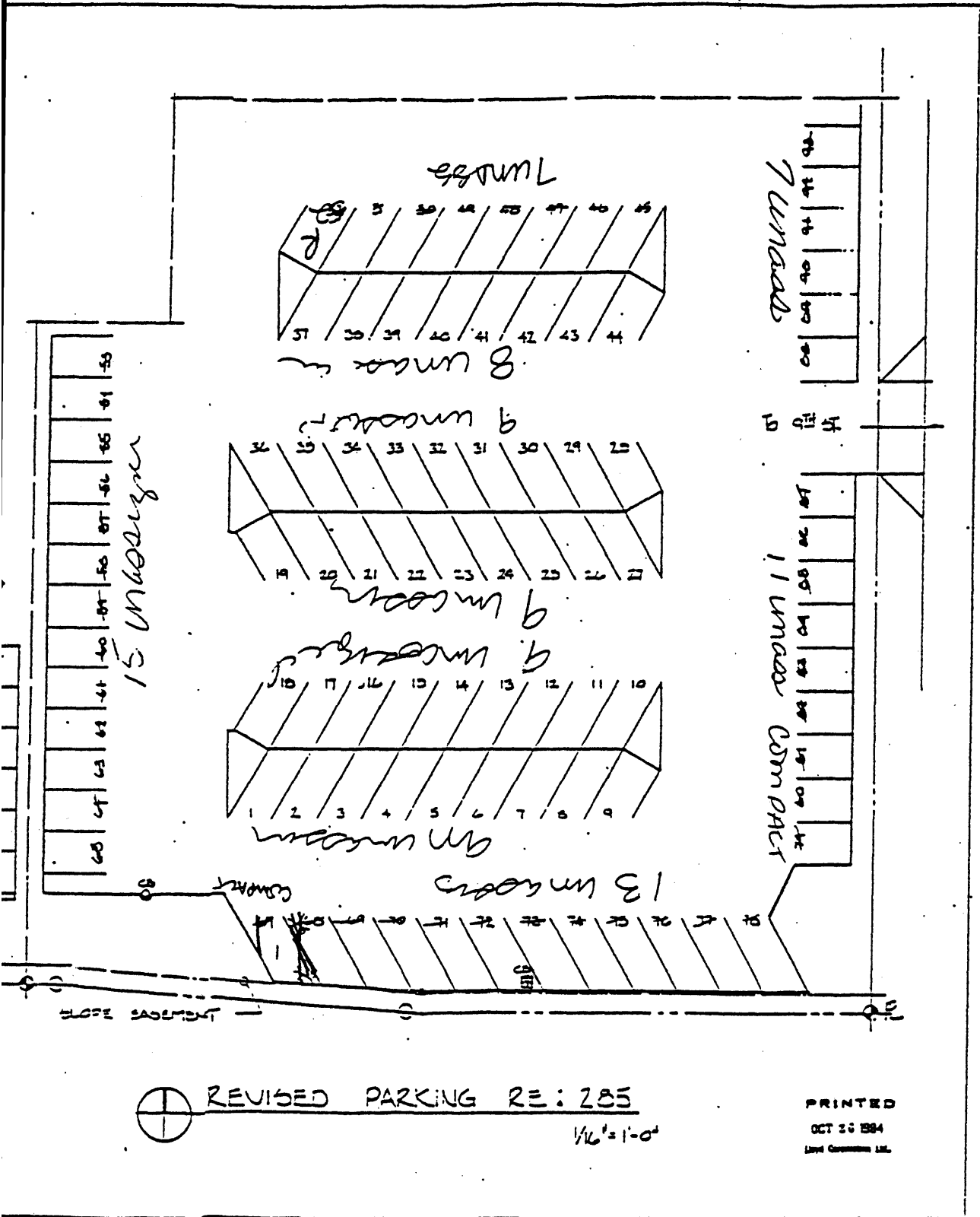
HANDICAP 1
 RESERVE ~~11~~ 13
 UNASSIGNED ~~11~~ 135
 FLOAT 22
 149 2/93
 170

7/90

POP

RE 285 125
92 Parking Spaces
9th & Holladay

35158



REVISED PARKING RE: 285

1/16" = 1'-0"

PRINTED
OCT 23 1984
BY [unclear]

UNASSIGNED 98
RESERVED

99

7/90

N.E. PACIFIC ST.

729 BLDG. PARKING

35158

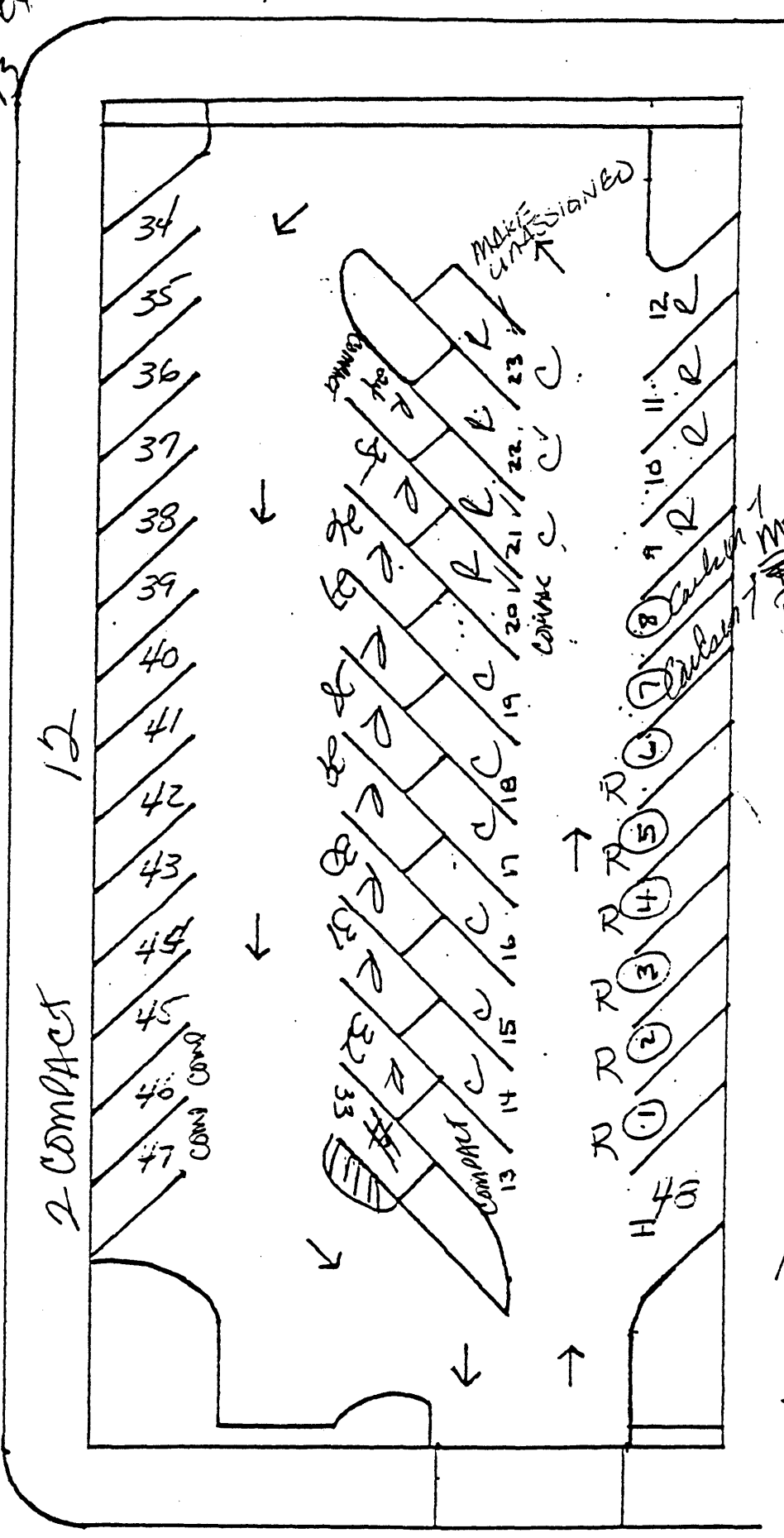
47 parking spaces
1 handicapped

3056

many by unit
3/19/93

2/19/93

N.E. 12th Ave.



MAKE
~~RESERVED~~
RESERVED
PRKRS.

NUMBERED ON LOT
UNASSIGNED

| | |
|--------------------|-------|
| RESERVED | 21 |
| NUMBERED NON RESV. | 28 |
| UNNUMBERED | 14 |
| HANDICAP | 2 |
| | <hr/> |
| | 48 |
| FLOAT | 7 |
| | <hr/> |
| | 55 |

N.E. OREGON ST.

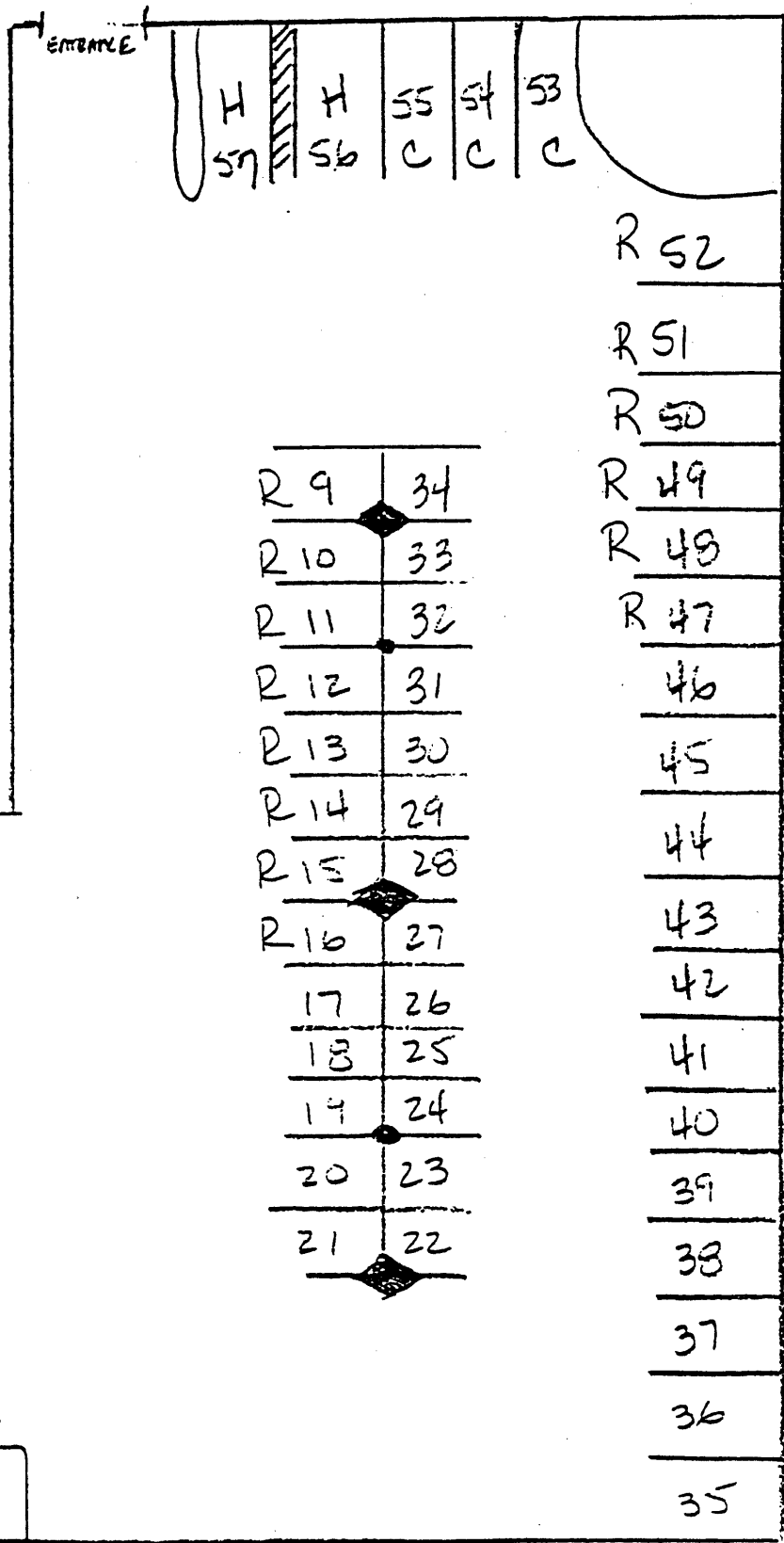
7/90

NUMBERING FOR UNIT MASTER ONLY!

35158

OREGON STREET

Carouse
Courtyard



827 BUILDING
LOT 3057

22 RESERVED
2 HANDICAP
33 UNASSIGNED

57
9 FLOAT
66 TOTAL

| |
|-----|
| 1 R |
| 2 R |
| 3 R |
| 4 R |
| 5 R |
| 6 R |
| 7 R |
| 8 R |
| |

PACIFIC STREET

7/90

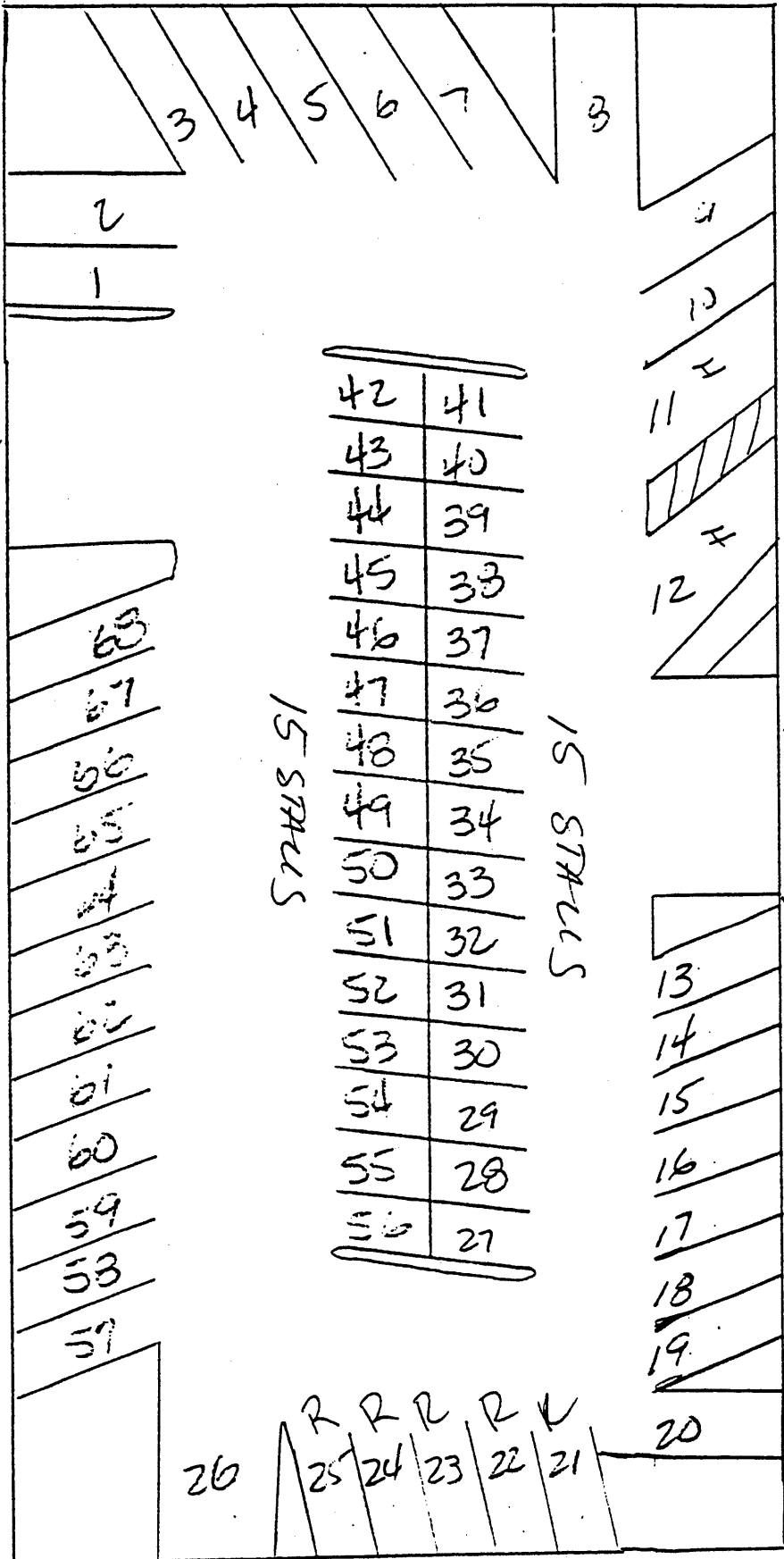
6 STALLS PACIFIC

35158
2011 7/90

Across from
Oregon Square
behind childrens
Theatre

0th STREET

14 STALLS



2 STALLS

2 HANDICAP

6 30 BIDS

8 STALLS

5 RESV. 2/23/93

61 ~~66~~ UNNUMBERED

2 HANDICAP

68

10 FLOAT

78

7/90

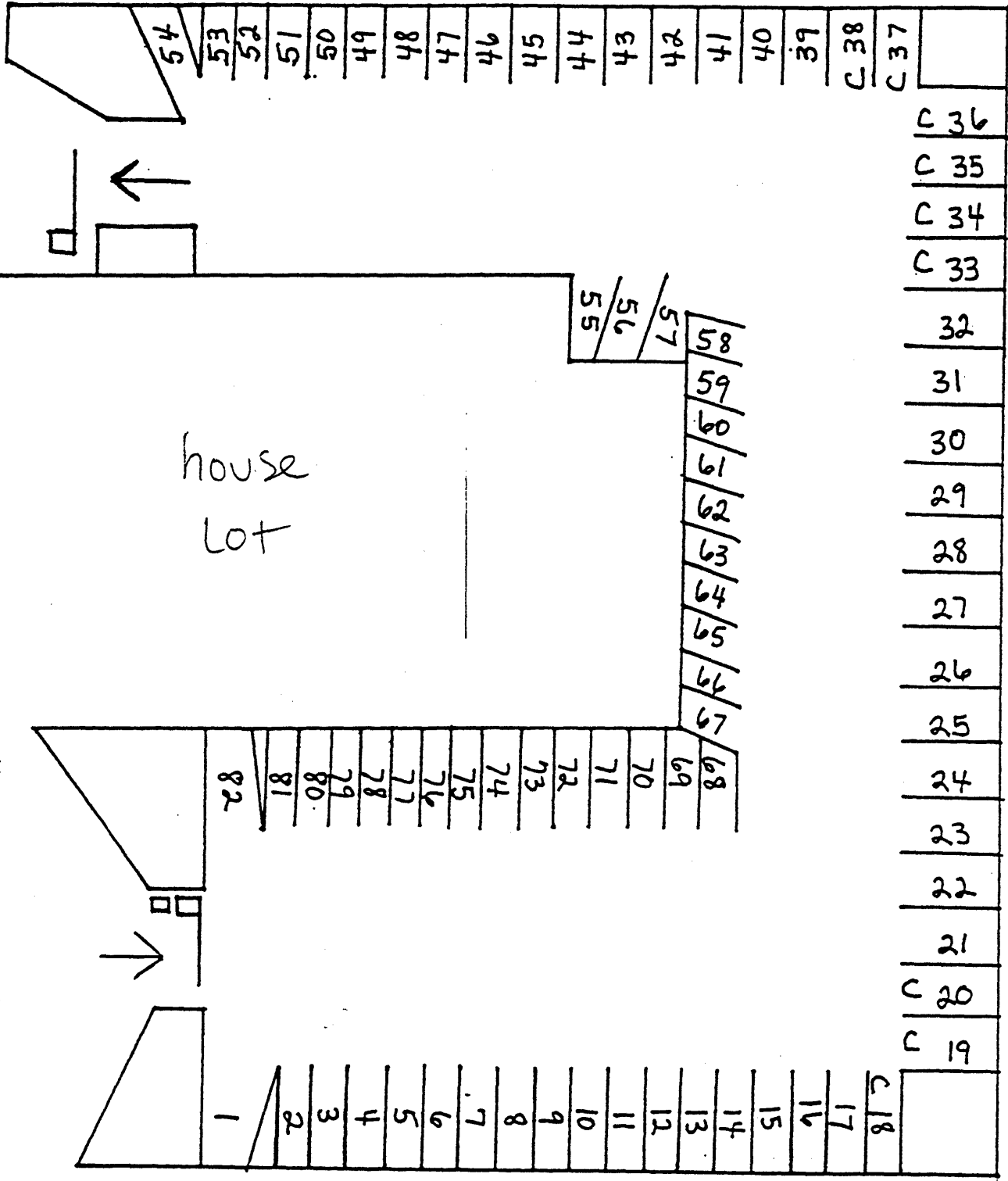
6 STALLS

LOT 118

35158

WASCO STREET

7TH AVENUE



house lot

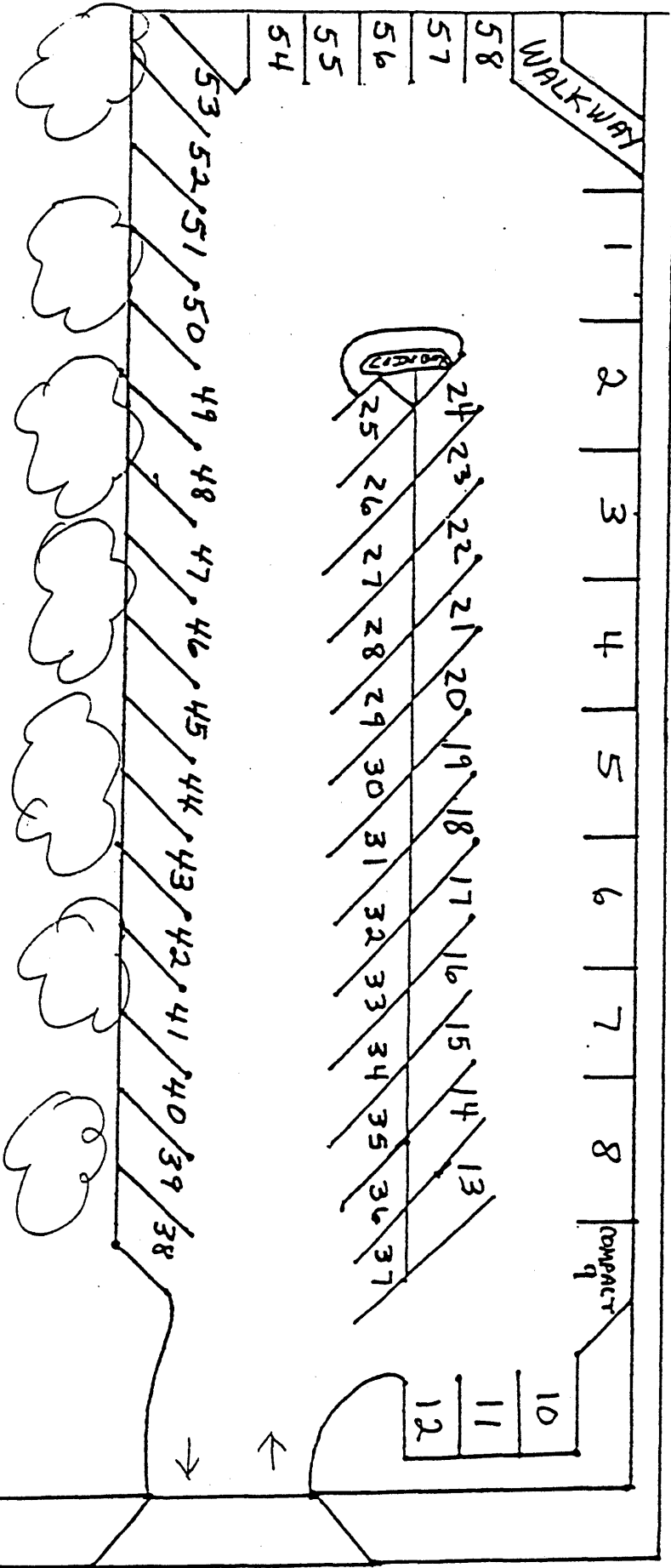
MULTNOMAH STREET



35158
LOT 1242

Port of
Portland
Block

HOLLADAY STREET



7TH STREET

FEBRUARY, 1993

EXHIBIT 3.2

PRO FORMA PROJECTION OF PER SPACE EXPENSES

**PROFORMA STATEMENT OF PARKING REVENUE
OFF-SITE PARKING SHUTTLE
YEARS 1993 THROUGH 1996**

Prepared for: PACIFIC DEVELOPMENT, INC. (assuming start date of June, 1993)

| DESCRIPTION | 1993/94* | 1994/95* | Arena opens |
|---|----------|----------|-------------|
| | | | 1995/96* |
| Average estimated per space revenue | \$3.50 | \$4.00 | \$4.95 |
| Estimated per space expenses: | | | |
| Parking lot owner attendant/operations** | 0.14 | 0.15 | 0.15 |
| Tri-met bus cost: Labor, Maintenance & Operations (4.5% add/yr.) | 1.46 | 1.53 | 1.60 |
| Marketing/ Administration (5% add/yr.) | 0.16 | 0.17 | 0.17 |
| Parking signage (10% add/yr.) | 0.11 | 0.12 | 0.13 |
| Estimated total expenses per space | 1.87 | 1.96 | 2.06 |
| Estimated total per space revenue | \$1.63 | \$2.04 | \$2.89 |

Note: Parking signage after 1993 includes permanent signs amortized over ten years.

ESTIMATED TOTAL ANNUAL REVENUE FOR PACIFIC DEVELOPMENT, INC.

Estimated average revenue per event:

| | | | |
|---|-----------|-----------|-----------|
| Averaged spaces utilized per event | 990 | 1,054 | 1,467 |
| Base Guarantee per Event | \$750 | \$850 | \$950 |
| 35% of Income in Excess of Base | \$303 | \$454 | \$1,152 |
| Estimated total Income per Event | \$1,053 | \$1,304 | \$2,102 |
| <u>Estimated number of shuttle events per year</u> (see attached matrix) | 186 | 186 | 136 |
| Estimated annual spaces utilized | 184,100 | 195,960 | 199,530 |
| Estimated total annual revenue | \$195,814 | \$242,593 | \$285,860 |

* Fiscal year ending June 30

** Assuming six attendants for an event of maximum space utilization

These projections are intended solely as estimates of financial performance and are not to be construed as a representation of fact or guaranty of actual performance.

BUS SERVICE FOR THE OREGON ARENA PROJECT

THIS Agreement is made and entered into this 5th day of May
1993 by and between the Tri-County Metropolitan
 Transportation District of Oregon, ("Tri-Met"), whose address is
 4012 S.E. 17th Avenue, Portland, Oregon 97202, and Oregon Arena
 Corporation ("OAC"), an Oregon corporation, whose address is 825
 N.E. Multnomah Street, Suite 270, Portland, Oregon 97232.

WITNESSETH:

WHEREAS, the City of Portland ("City") required OAC to develop a
 Traffic Management Plan ("TMP") as a criteria for granting
 construction permits for the Oregon Arena Project ("Project")
 including a new multipurpose arena ("Arena"); and

WHEREAS, the TMP indicated that the number of on-site parking
 spaces is inadequate for large events and that transit buses can be
 effectively utilized to carry event patrons from off-site parking
 to the Project area; and

WHEREAS, Tri-Met analyzed the Project and found that, subject to
 certain conditions, bus and MAX service could effectively operate,
 help meet OAC patron demand, and fulfill the TMP requirements; and

WHEREAS, the parties recognize that the Basic Responsibilities of
 Tri-Met and OAC as set forth in Section 1 of this Agreement may
 require flexibility and possibly some modification during its term,
 particularly during the actual construction of the Project
 ("Construction Phase") and the period after final completion of
 construction ("Post-Construction Phase"); and

WHEREAS, the parties desire to enter into this Agreement to
 establish the general business terms regarding services provided
 between Tri-Met and OAC, as they relate to bus and MAX service for
 events at the Project, including the Portland Veterans Memorial
 Coliseum ("Coliseum") and Arena.

SECTION 1: TERMS AND CONDITIONS:

On the basis of a mutually agreed upon Construction Phase and Post-
 Construction Phase Operations Plan substantially similar to the
 form set forth in Exhibit A to this Agreement and incorporated by
 reference herein, Tri-Met and OAC agree to the following general
 business terms:

A. Basic Responsibilities

1. Tri-Met

a. Provide bus service to carry event patrons between off-site parking lots and the event sites at the Project. The level of service will meet demand, as mutually agreed to by the parties.

b. Tri-Met will assure supervision and control of transit vehicle operations; publish and maintain control of schedules; maintain control of and collect/inspect fares from passengers; control bus routes and general operation of vehicles operated by Tri-Met. Tri-Met will allow review of transit operation changes by OAC.

c. Tri-Met agrees to provide those Construction Phase and Post-Construction Phase services as agreed to by the Project Managers and which are or will be incorporated by reference into this Agreement.

d. Depending upon the number of buses required for a particular level of event service as set out in Exhibit A, a full deployment of bus service for Project events may not be operated during weekday peak commuting hours. Those hours are weekdays between: 6:30AM - 9:30AM and between 3:30PM - 6:00PM. After it meets established service requirements, Tri-Met will provide service to OAC prior to providing additional service to other special events.

2. Oregon Arena Corporation

a. OAC will reimburse Tri-Met for each hour of bus vehicle operation. A bus vehicle hour begins the moment the driver leaves the garage or arrives on the event bus route from another bus route and ends when the driver arrives at the garage or on another route. The cost per bus vehicle hour for fiscal year 1993 (July 1 - June 30) is \$43.00. The cost per lift vehicle hour is \$35.00. Those hourly rates will be adjusted annually not to exceed the Consumer Price Index in accordance with the formula set forth in subparagraph 2.c. Tri-Met will send invoices monthly for services provided in the previous month. Payment to Tri-Met is due within 15 days of date of invoice.

b. OAC will reimburse Tri-Met for MAX operations only as necessary and mutually agreed upon. The 1993 fiscal year cost per hour of MAX service is \$79.00 and will be adjusted annually not to exceed the Consumer Price Index in accordance with the formula set forth in the subparagraph 2.c.

c. In each of the remaining fiscal years covered by this Agreement, the payments will increase by that percentage equal to the percentage increase in the Consumer Price Index for Portland, Oregon-Vancouver, Washington, for all urban consumers, all items, published by the Bureau of Labor Statistics, U.S. Department of Labor, from the index most recently published prior to the commencement of the term of this Agreement ("Base Index") to the index most recently published prior to the adjustment date which shall be the first day of each Fiscal Year. In the event the Department of Labor ceases to publish such Consumer Price Index during the term of this Agreement, then the successor index to such index shall be utilized. The parties agree that the Base Index shall be the index published for the first half of 1992 (which was 138.8). For example, if the index increased from 138.8 to 143.8 for the July 1, 1993 adjustment, the increase in the hourly bus payments would be 3.6% ($143.8 - 138.8 = 5.0$, then 5.0 divided by $138.8 = .036$ or 3.6%).

d. OAC will negotiate and secure agreements from parking lot owners, operators and security forces. Those agreements will include language in concert with this Agreement as it relates to Tri-Met's relationship with parking lot locations and lot management. As an express condition precedent to the performance of either party under this Agreement, OAC will secure a minimum of 1663 parking spaces at locations within the City of Portland that are acceptable to Tri-Met, said acceptance to be made by Tri-Met based upon the exercise of reasonable and good faith discretion.

e. OAC will assure that additional bus traffic control needs are met by sworn law enforcement personnel. Tri-Met bus and MAX operators respond to traffic related commands from Tri-Met personnel or uniformed police officers only.

f. OAC will pay costs of all signage, marketing and promotion of event bus service. OAC will reimburse Tri-Met for any promotional costs (previously agreed to in the Marketing Plan set forth in Exhibit B) incurred to promote events service.

g. OAC agrees to provide those Construction Phase and Post-Construction Phase Services as agreed to by the Project Managers and which are or will be incorporated by reference into this Agreement.

B. Fare Payment

Event patrons will be given a fare instrument as they enter parking lots designated by OAC and Tri-Met. The fare instrument will be provided to each patron in a vehicle paying for parking. Passenger fares will be randomly monitored as patrons board buses or on MAX.

C. Project Management Team Review

1. Tri-Met and OAC shall each appoint a Project Manager to coordinate all aspects of the services contemplated and provided for in this Agreement. Unless otherwise changed by future written notification by the parties,

Tri-Met's Project Manager is Trudy Toliver;

OAC's Project Manager is Paul Zumwalt.

2. Tri-Met and OAC anticipate that experience under this contract in both the Construction Phase and Post-Construction Phase will necessitate modifications to the regularly scheduled service provided for event patrons. To facilitate any mutually agreed upon change, the respective Project Manager shall meet periodically, but not less than every three (03) months, to monitor the level and quality of service and to make adjustments as required.

3. Any adjustments or modifications to either the Construction Phase or Post-Construction Phase services or the Marketing Plan shall be memorialized, signed by authorized officers of Tri-Met and OAC, and then incorporated into this Agreement through the substitution of a newly agreed upon Construction or Post-Construction Phase Operations Plan or Marketing Plan, which shall remain as Exhibit A and Exhibit B respectively to this Agreement.

D. Marketing Plan Promoting Service

1. Tri-Met and OAC have mutually agreed upon a Marketing Plan for both the Construction Phase and Post-Construction Phase Services. This Marketing Plan is attached as Exhibit B to this Agreement and incorporated herein by reference. The Marketing Plan will contain a specific implementation plan for the mutually agreed marketing concepts that will result in a cooperative marketing and communications effort to both build ridership for the services contemplated by the terms of this Agreement and meet the needs of the general public and event patrons. Such Marketing Plan shall stress bus ridership over MAX until the Arena is open.

2. Buses will carry advertising or signage identifying them as event service. In the event that it is determined that a name and/or logo for event buses may assist in marketing, the name and/or logo will be mutually acceptable to both parties.

3. Signage and graphics at stops and on buses will be required. Designs will be developed by OAC and agreed to by Tri-Met.

4. Tri-Met will be mentioned clearly in all print advertising regarding transportation to the event site.

5. If OAC engages a sponsor they will be identified in all advertising and signage regarding the event bus system. OAC will collect and retain all revenue from the sponsor. Any agreement between OAC and its transportation sponsors will be reviewed by Tri-Met to insure consistency and compatibility with this Agreement and Tri-Met's other contractual obligations.

6. The parties recognize and agree that the service experience in both the Construction and Post-Construction Phases will necessitate periodic and mutually agreed upon modifications or changes to the Marketing Plan.

E. Transit Frequency

1. OAC will provide an annual event schedule and monthly updates confirming event times and expected patronage. Tri-Met must be notified of the need for and amount of service no later than 72 hours in advance of when buses would be called into service. Tri-Met and OAC will determine appropriate levels of bus and MAX service to meet patronage needs for each event. Service levels for various ranges of event patronage will be determined in advance and be included in the Operations Plan.

2. MAX will operate at it's established frequency. Additional service to meet customer demand for MAX will not be charged to OAC, unless event patrons' use of event-designated off-site parking lots has ridership impacts on MAX which requires increased frequency. The specific methodology for determining "ridership impacts" on MAX by event patrons shall be mutually agreed to by the project management and memorialized in the Construction and Post-Construction Operation Plan.

SECTION 2: TERM

The term of this Agreement shall commence upon the date of its execution and extend for a period of ten years from the issuance of a substantial completion certificate for the Arena, unless terminated pursuant to the provisions of Section 3.

SECTION 3: GENERAL CONDITIONS

A. Early Termination of Agreement

1. OAC and Tri-Met, by mutual written agreement, may terminate this Agreement at any time.
2. Either party, on written notice given to the other party between July 1 and November 1 of any fiscal year for termination of the following June 30, may

terminate this Agreement for any reason deemed appropriate in its sole discretion.

B. Breach of Agreement

1. OAC or Tri-Met shall be deemed to be in breach of this Agreement if it fails to perform any material obligation under the Agreement, except as provided in subsection B.2. of this section. In the event of a breach, the non-breaching party shall provide the other party written notice of the breach allowing the other party no less than fifteen (15) days to remedy the breach. If the breach is not remedied within the specified time, the Agreement shall terminate upon expiration of the last day to remedy as specified in the notice.

2. Neither OAC nor Tri-Met shall have breached this Agreement by reason of any failure to perform a material obligation under the Agreement if the failure arises out of causes beyond its control and without its fault or negligence. Such causes may include, without limitation, acts of God or the public enemy, acts of the federal, state or local governments, fires, floods, epidemics, volcanic eruptions, quarantine restrictions, strikes, freight embargoes, and unusually severe weather. Should either the OAC or Tri-Met fail to perform because of a cause described in this subsection, the OAC and Tri-Met shall make a mutually acceptable revision in the rights and obligations set forth in this Agreement.

C. No Waiver

Tri-Met or OAC's failure to object to any breach of this Agreement shall not constitute a waiver of that party's right to object to any additional breach or to require specific performance of this Agreement.

D. Mutual Indemnification

1. OAC shall hold harmless, defend, and indemnify Tri-Met, its directors, officers, agents, and employees, against all claims, demands, actions and suits (including all attorney fees and costs) resulting directly or indirectly from OAC's performance of this Agreement, where the loss or claim is attributable to the negligence or other fault of OAC, its employees, representatives, contractors or subcontractors. Such indemnification shall be in an amount not less than the limitation of liability for public bodies set forth in the Oregon Tort Claim Act, ORS 30.260 to 30.300.

2. To extent and limitations of the Oregon Tort Claims Act, ORS 30.260 to 30.300, Tri-Met shall hold harmless, defend, and indemnify OAC, its directors, officers, agents, and employees against all claims, demands, actions and suits (including all attorney fees and costs) resulting directly or indirectly from Tri-Met's performance of this Agreement, where the loss or claims is attributable to the negligence or other fault of Tri-Met, its employees, representatives, contractors or subcontractors.

E. Independent Contractor

Both parties shall be independent contractors for all purposes.

F. Documents are Public Property

All records, reports, data, documents, systems and concepts, whether in the form of writings, figures, graphs, or models which are prepared or developed by the parties in connection with this Agreement shall become public property.

G. Law of Oregon

This Agreement shall be governed by the laws of the State of Oregon. All provisions required by ORS Chapter 279 to be included in public contracts are hereby incorporated by reference and made a part of this Agreement as if fully set forth herein.

H. Publicity

OAC and Tri-Met shall cooperate and jointly review and issue news releases, press releases, or written statements to members of the news media regarding this Agreement.

I. Adherence to Law

Tri-Met is a municipal corporation of the State of Oregon and is funded in whole or in part by grants from Federal Transit Administration. Any contract between the parties shall be governed by all applicable federal and state laws and regulations and shall be construed in accordance with those laws.

The parties shall adhere to all applicable laws governing their relationships with their employees, including but not limited to laws, rules, regulations, and policies concerning workers' compensation, and minimum and

prevailing wage requirements.

The parties shall adhere to all applicable federal, state, local laws, regulations and policies including but not limited to all applicable provisions of the Contract Work Hours and Safety Standards Act, equal employment opportunity, nondiscrimination in services and affirmative action laws and regulations, including all regulations implementing Executive Order No. 11246 of the President of the United States, Section 402 of the Vietnam Readjustment Assistance Act of 1974, Section 503 of the Rehabilitation Act of 1973, and all applicable terms and conditions prescribed for third party contracts by the U.S. Department of Transportation.

J. Subcontracts and Assignments

Unless expressly authorized in this Agreement, neither Tri-Met nor OAC shall subcontract, assign or delegate any of its rights or obligations hereunder, including transfers by operation of law, without obtaining prior written approval from the other party. Provided, however, (i) OAC shall have the absolute right to transfer or assign its rights and obligations under this Agreement to any successor that delivers to Tri-Met a written assumption of the obligations under this Agreement in form and substance reasonably satisfactory to Tri-Met and (ii) OAC may, after consultation with Tri-Met, contract for or provide itself transport services to cover time periods Tri-Met service is not available. This Agreement shall be binding upon inure to the benefit of and be enforceable by the parties hereto and their respective successors and assigns.

K. Severability

If any term or provision of this Agreement or the application thereof to any person or circumstance shall to any extent be determined by a court to be invalid or unenforceable, the remainder of this Agreement and the application of those terms and provisions shall not be effected thereby, and shall be valid and enforceable to the fullest extent permitted by law.

L. Authority

The representatives signing on behalf of the parties certify that they are duly authorized by the party for which they sign to make this Agreement.

M. Compliance with Oregon Tax Laws

By executing this Agreement, OAC certifies under penalty of perjury that OAC is, to the best of its knowledge, not in violation of any Oregon tax law imposed by ORS Chapters 118, 119, 314, 316, 317, 318, 320, 321 and 323 and Sections 10 to 20, Chapter 533, Oregon Laws 1981, as amended by Chapter 16, Oregon Laws 1982 (first special session); the Homeowners and Renters Property Tax Relief Program under ORS 310.630 to 310.690; and local taxes administered by the Oregon Department of Revenue under ORS 305.620.

N. Integration and Modification

This Agreement includes the entire agreement of the parties and supersedes any prior discussions or agreements regarding the same subject. This Agreement may be modified only by a written agreement signed by authorized representatives of the parties.

O. Remedies on Default

In the event of a default under the provisions of this Agreement, either party, at its option, may exercise any of its remedies available under law or equity for such default.

P. Notices

All notices required under this Agreement shall be deemed to be properly served if sent by certified mail to the last address previously furnished by the parties hereto. Until hereafter changed by the parties by notice in writing, notices shall be sent to:

Tri-Met: M. Brian Playfair
General Counsel
Tri-Met
4012 S.E. 17th Avenue
Portland, Oregon 97202

OAC Michael V. Fennel
General Counsel
Trail Blazers Inc.
Suite 600
700 N.E. Multnomah Street
Portland, Oregon 97232

Q. Headings

The Section and Paragraph headings contained herein are

for convenience in reference and are not intended to define or limit the scope of any provisions of this Agreement.

R. Attorney's Fees

If suit or action is instituted by the parties in connection with any controversy arising out of this Agreement, the prevailing party shall be entitled to recover, in addition to costs, such sum as the court may adjudge reasonable as attorney fees, or in the event of appeal as allowed by the appellate court.

S. Incorporation of Exhibits

Each and every Exhibit to this Agreement is incorporated by reference and made a part of this Agreement.

T. Execution of Counterparts

This Agreement is comprised of several identical counterparts, each to be fully executed by the parties and each deemed to be an original having identical legal effect.

OREGON ARENA CORPORATION

TRI-COUNTY METROPOLITAN
TRANSPORTATION DISTRICT OF
OREGON

By: [Signature]
(signature)

By: [Signature]
(signature)

Name: Marshall Glickman
Title: Senior VP
Address: 700 NE Multnomah, Suite 600
Portland, OR 97232

Name: Tom Walsh
Title: General Manager
Approved as to Form

By: M B Playfair
Legal Department

Federal Employer ID Number:
93-107-0308

Exhibit A

OPERATIONS PLAN
OREGON ARENA BUS SERVICE
4-6-93

I. OVERVIEW

The bus shuttle system is the single most important element of the Oregon Arena's traffic management plan. Due to limited on-site parking, the use of the special bus service will be required during construction, and after the Arena and related facilities are complete. Buses will serve underused commercial parking areas during non-work hours in the evenings and on weekends, when most Arena events take place.

This plan refers to the construction phase of the project only. It will be revised in preparation for the opening of the Arena and surrounding facilities which create a new operating environment. (References to bus service refers to service between off-site parking and the event site unless otherwise stated.)

The Oregon Arena Corporation (OAC) has formed a Traffic Management Team (TMT), responsible for organizing, testing and implementing the Traffic Management Plan. The TMT includes representatives from Tri-Met, City of Portland's Office of Transportation, Bureaus of Police and Fire, Oregon Department of Transportation, City Center Parking and is coordinated by OAC.

Project managers from each party or their designees will make mutual decisions on all aspects