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To the Honorable Commissioner c

100862792

attached original documents or copy thereof.

1. Name of conveying party(ies):

Northstar Financial Corporation (Minnesota corporation)  
North Stars-Met Center Management Corporation (Ohio corporation)

- Individual(s)  Association
- General Partnership  Limited Partnership
- Corporation-State
- Other 10-21-98

Additional name(s) of conveying party(ies) attached?  Yes  No

2. Name and address of receiving party(ies)

Name: Sharks Management Corp.

Internal Address: Ten Almaden

Street Address: 10 Almaden Blvd.

City: San Jose State: CA ZIP: 95113

- Individual(s) citizenship \_\_\_\_\_
- Association \_\_\_\_\_
- General Partnership \_\_\_\_\_
- Limited Partnership \_\_\_\_\_
- Corporation-State California
- Other \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No

(Designations must be a separate document from assignment)

Additional name(s) & address(es) attached?  Yes  No

3. Nature of conveyance:

- Assignment  Merger
- Security Agreement  Change of Name
- Other Fifth Amended & Restated Partnership Agreement

Execution Date: May 16, 1991

4. Application number(s) or patent number(s):

A. Trademark Application No.(s)

74/150,985 74/800,397

B. Trademark Registration No.(s)

1,769,354	1,796,012	1,796,118	1,730,360
1,740,682	1,739,087	1,741,781	2,182,564
1,794,315	1,769,484	1,728,700	1,809,261
	1,815,510	1,815,509	1,830,899
		1,791,732	1,741,835

Additional numbers attached?  Yes  No

10/26/1998 SBURNS 0000067 500205 74150985

01 FC:481 40.00 CH  
02 EC:482 450.00 CH

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Samantha Payne

Internal Address: NHL Enterprises, L.P.

Street Address: 1251 Ave. of the Americas

City: New York State: NY ZIP: 10020-1198

6. Total number of applications and registrations involved: 19

7. Total fee (37 CFR 3.41).....\$ 490.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

500205

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Mary J. Sotis  
Name of Person Signing

Mary Sotis  
Signature

October 20, 1998  
Date

Total number of pages including cover sheet, attachments, and document: 18

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patents & Trademarks, Box Assignments  
Washington, D.C. 20231

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REEL: 1805 FRAME: 0001

**SAN JOSE SHARKS**

**A General Partnership of the State of California**

**FIFTH AMENDED AND RESTATED PARTNERSHIP AGREEMENT**

# FIFTH AMENDED AND RESTATED PARTNERSHIP AGREEMENT

This Fifth Amended and Restated Partnership Agreement (the "Agreement") of San Jose Sharks (the "Partnership"), amended and restated to be effective as of May 16, 1991 by and among San Jose Sharks Corp., a California corporation ("SJSC"), Sharks Management Corp., a California corporation ("SMC"), GBLSC, Inc., a Delaware corporation ("GBLSC"), and GBLSC West, Inc., a California corporation ("GBLSC-West") (collectively, SJSC, SMC, GBLSC and GBLSC-West, the "Partners").

## Introductory Statement

Since the Fourth Amended and Restated Agreement, Northstar Financial Corporation, a Minnesota corporation ("NFC"), and North Stars-Met Center Management Corporation, an Ohio corporation ("NSMCMC"), have merged with and into SMC and the Partners desire to amend and restate the Agreement to show that SMC is a Partner in the Partnership to the extent of NFC's and NSMCMC's share of the Partnership. References herein to SMC shall include its predecessors NFC and NSMCMC.

NOW THEREFORE, the Partners agree as follows:

## ARTICLE I.

### NAME AND PURPOSES

Section 1.1. Status. The Partners hereby affirm that they constitute a General Partnership pursuant to the Uniform Partnership Act of California.

Section 1.2. Name and Office. The name of the Partnership is and its business shall be conducted under the name "San Jose Sharks". The principal office and place of business of the Partnership shall be located at Ten Almaden, 10 Almaden Blvd., San Jose, CA 95113, or such other place as the Managing Partner may from time to time determine.

Section 1.3. Purposes and Powers.

(a) The purposes of the Partnership and the business to be carried on and the objectives to be effected by it are:

(1) To acquire, own and operate, pursuant to the franchise, as granted, a National Hockey League expansion franchise in the San Francisco Bay area of California (the "Franchise") and exploit in every lawful manner all commercial opportunities related to the Franchise or arising by reason of any of the foregoing, including without limitation: broadcast; advertising; novelty; concession; publication; luxury suite sale, rental or use; and real estate investment, development, sale or lease opportunities.

(2) To enter into, modify, amend, terminate, perform and carry out contracts of any kind necessary to or in connection with or incidental to the accomplishment of the purposes of the Partnership.

(3) To acquire, sell, exchange, trade or otherwise deal with any property, real or personal in fee or under lease, or any rights therein or appurtenant thereto including without limitation license, use or playing rights agreements necessary or appropriate for the operation of the Partnership's business or affairs.

(4) To borrow money, to issue evidence of indebtedness, to guarantee indebtedness of any of its Partners or indebtedness guaranteed by any of its Partners to the extent the proceeds of such indebtedness are contributed or otherwise advanced to the Partnership or used for Partnership purposes, and to secure the same by mortgages, deeds of trust, security agreements or other liens, in furtherance of any or all of the purposes of the Partnership.

(5) To carry on any other activities necessary or appropriate in connection with or incidental to any one or more of the foregoing.

(b) The Partnership shall not engage in any other business without the prior consent of all the Partners.

Section 1.4. Term. The Partnership shall continue in full effect until December 31, 2023, unless sooner dissolved and wound-up as provided in this Agreement.

## ARTICLE II.

### CAPITAL

Section 2.1. Capital Accounts. A capital account shall be maintained for each Partner in the manner set forth in Appendix A, which is attached to and is a part of this Agreement. The balances of the capital accounts of the Partners as of the effective date of this Agreement are as set forth in an addendum to this Agreement that shall be prepared as promptly as practicable and agreed to by all the Partners.

Section 2.2. Contributions by SJSC. SJSC shall cause the Partnership to have a sufficient amount of cash to complete its acquisition of the Franchise and satisfy National Hockey League requirements in connection therewith, which amount is presently estimated to be approximately \$27.5 million. SJSC may accomplish this either (i) by cash contributions to the Partnership, (ii) by arrangements that cause SJSC to bear the ultimate economic risk of loss with respect to borrowing by the Partnership, or (iii) any combination of (i) and (ii).

Section 2.3. Contributions by SMC. SMC shall contribute to the Partnership upon call of the Managing Partner all cash proceeds, accounts receivable and other assets held by it (whether now or in the future), together with those of its accounts payable that relate to the business or purposes of the Partnership and which were incurred by it on behalf of the Partnership. SMC is not required to contribute pursuant to this Section 2.3 contingent receivables relating to its pending condemnation litigation in Minnesota or to amounts due from Anheuser-Busch that are unpaid as of April 1, 1991 (or any funds subsequently collected on account thereof).

Section 2.4. Additional Capital Contributions. In addition to SJSC's obligations under Section 2.2 and the initial capital contributions paid or committed to at the time a partnership interest is acquired, the Partners may be required to make, from time to time, additional capital contributions in an amount or amounts as shall be reasonably determined by a majority in number of the Partners, to fund the operation of the Partnership. Unless the Partners otherwise agree, contributions shall be made in the same ratios as the Partners share in income under Section 3.2(g).

Section 2.5. Partnership Borrowings. The Managing Partner may cause the Partnership to borrow sums for Partnership purposes from any source, including any Partner or any person related to, controlled by or under common control with a Partner.

ARTICLE III.

ALLOCATIONS OF INCOME AND LOSS, DISTRIBUTIONS

Section 3.1. Income and Deductions. The income and loss reflected on the books of the Partnership (the "Book" income or loss) shall be determined in the manner set forth in Section 2.02 of Appendix A.

Section 3.2. Allocation of Book Income. Subject to the provisions of Appendix A, the Partnership's Book income for any fiscal year of the Partnership shall be allocated among the Partners as follows:

(a) First, to the Partners until the cumulative amount allocated under this Sections 3.2(a) and (b) since April 1, 1991 equals the cumulative amount of loss previously allocated under Section 3.3(a) since April 1, 1991, pro rata in proportion to the relative amount of loss cumulatively allocated to them under Sections 3.3(a) and (b) since April 1, 1991; and

(b) Second, 100% to SJSC until the cumulative amount allocated under this Section 3.2(b) and (b) equals the amount, if any, that has previously been distributed to it under this Agreement plus the amount, if any, that would be distributable to SJSC under clause 3.5(a)(i) if sufficient funds were then available;

(c) Third, 100% to SMC until the cumulative amount allocated under this Section 3.2(c) equals the amount, if any, that has previously been distributed to it since June 14, 1990 under this Agreement plus the amount, if any, that would be distributable to SMC under clause 3.5(a)(iii) if sufficient funds were then available;

(d) Fourth, 100% to SJSC until the cumulative amount allocated under Section 3.2(b) and this Section 3.2(d) equals the amount, if any, that has previously been distributed to it under this Agreement, excluding any distributions under clause 3.5(a)(iv) which were in excess of Yield when made, plus the amount, if any, that would be distributable to SJSC as Yield under clause 3.5(a)(iv) if sufficient funds were then available;

(e) Fifth, 100% to SMC until the cumulative amount allocated under Section 3.2(c) and this Section 3.2(e) equals the respective amounts, if any, that has previously been distributed to it since June 14, 1990 under this Agreement, excluding any distributions under clause 3.5(a)(v) which were in excess of Yield when made, plus the amount, if any, that would be distributable to it as Yield under clause 3.5(a)(v) if sufficient funds were then available;

(f) Sixth, 100% to GBLSC and GBLSC-West (or their respective successors) until the cumulative amount allocated under this Section 3.2(f) equals the respective amounts, if any, that has previously been distributed to them since June 14, 1990 under this Agreement, excluding any distributions under clause 3.5(a)(vi) which were in excess of Yield when made, plus the amount, if any, that would be distributable to them as Yield under clause 3.5(a)(vi) if sufficient funds were then available, pro rata to each in proportion to the relative amounts allocable to each under this paragraph 4.2(f); and

(g) Seventh, 96% to SJSC, 2% to SMC and 1% to each of GBLSC and GBLSC-West.

**Section 3.3. Allocation of Book Loss.** Subject to the provisions of Appendix A, the Partnership's Book loss for any fiscal year of the Partnership shall be allocated among the Partners as follows:

(a) First, 100% to SJSC until SJSC's adjusted basis in its interest in the Partnership (as computed for purposes of Section 704(d) of the Internal Revenue Code of 1986, as amended) is reduced to zero;

(b) Second, 100% to SMC until SMC's adjusted basis in its interest in the Partnership (as computed for purposes of Section 704(d) of the Internal Revenue Code of 1986, as amended) is reduced to zero; and

(c) Third, 96% to SJSC and 2% to SMC and 1% to each of GBLSC and GBLSC-West.

**Section 3.4. Allocation of Taxable Income and Loss.** Except as otherwise provided in Appendix A, all items of taxable income, gain, loss, and deduction shall be allocated among the Partners for federal income tax purposes in the same manner as the corresponding allocation for Book purposes.

Section 3.5. Distributions of Cash and Other Property.

(a) Except as provided in paragraph 3.5(b), after the Managing Partner, in its sole discretion, has made appropriate provision for payment of existing or anticipated Partnership obligations (including reserves for contingencies) and all reasonably anticipated needs for working capital or other anticipated capital requirements of the business, cash and other non-operating property shall be distributed to the Partners in the following order and priority:

(i) First, 100% to SJSC, in the amount required to enable SJSC to pay, in accordance with the respective terms thereof, required debt service on SJSC's borrowings, including without limitation borrowings from its shareholders to the extent and with respect to the periods that the proceeds thereof have been contributed by SJSC to the capital of the Partnership or expended on its behalf or in furtherance of its purposes, but reduced pursuant to paragraph 3.5(b);

(ii) Second, until cumulative distributions under this clause (ii) equal 36% of the Partnership's cumulative taxable income as determined for federal income tax purposes, if any, for such years in which it has such taxable income, commencing with its 1991-1992 fiscal year, pro rata to the Partners in the ratio of the amount of such taxable income allocated to each of them;

(iii) Third, 100% to SMC, until the cumulative amount distributed under this clause (iii) equals \$7 million (representing amounts paid by SMC, or its predecessor, for the account of the Partnership or in furtherance of its purposes since June 14, 1990 through the date of the first contribution to the capital of the Partnership by SJSC, plus a return of a portion of SMC's, or its predecessor's, contributions to the Partnership) or such lesser amount to which SMC may consent;

(iv) Fourth, 100% to SJSC, until the cumulative amount distributed under this clause (iv) and clause 3.5(a)(ii) equals the total amount contributed by SJSC to the capital of the Partnership plus the Yield (as defined in paragraph 3.5(c)) on each contributed increment from the date contributed, but reduced pursuant to paragraph 3.5(b); and

(v) Fifth, to SMC until the cumulative amount distributed to it under this clause (v) and clause 3.5(a)(iii) equals the total amount contributed to the



capital of the Partnership (treating for this purpose expenditures made by it on behalf of the Partnership, since June 14, 1990 through the date of the first SJSC contribution to the Partnership as a capital contribution) by it plus the Yield on each contributed increment from the date contributed, pro rata to each in the ratio of the amounts to be distributed to each pursuant to this clause (v);

(vi) Sixth, to GBLSC (or its successor) and GBLSC-West (or its successor) until the cumulative amount distributed to each under this clause (vi) equals the total amount contributed to the capital of the Partnership by such Partner plus the Yield on each contributed increment from the date contributed, pro rata to each in the ratio of the amounts to be distributed to each pursuant to this clause (vi);

(vii) Seventh, to the Partners in the ratio of 96% to SJSC, 2% to SMC and 1% to each of GBLSC, GBLSC-West (or their respective successors) but reduced, in the case of SJSC, pursuant to paragraph 3.5(b).

(b) Amounts otherwise distributable to SJSC under clauses 3.5(a)(i), (iv) and (vii) above shall be reduced by any payments by the Partnership on account of its guarantee of (1) any borrowing by SJSC, including without limitation borrowings from its shareholders, or (2) any borrowing by any shareholder of SJSC.

(c) The "Yield" shall mean a yield, compounded annually at the fiscal year end of the Partnership, at an annualized rate equal to (i) the rate of interest publicly announced from time to time by Bank of America National Trust and Savings Association in San Francisco, California as its reference rate, plus (ii) one-half percent. Distributions pursuant to any of Section 3.5(a)(iv), (v) or (vi) shall first be applied against the applicable Yield as of the date of distribution and then to the remaining balance due under the applicable clause.

(d) Distributions arising from the sale of all or substantially all of the Partnership's assets shall be made in accordance with Section 6.2.

ARTICLE IV.

## RIGHTS, POWERS AND DUTIES OF PARTNERS AND OFFICERS

Section 4.1. Management of Partnership Business. The day to day conduct of the Partnership's business and affairs, all administrative functions of the Partnership and all extraordinary transactions of the Partnership or its business or affairs shall be conducted by SJSC (the "Managing Partner"). The Managing Partner shall use its best efforts to carry out the purposes, business and objectives of the Partnership. The Managing Partner shall receive no compensation for its services as Managing Partner. The Managing Partner shall, however, receive reimbursement of all expenditures incurred by it in connection with the rental, furnishing, decorating, maintenance and operation of the physical facilities utilized in connection with its service as Managing Partner, and shall be reimbursed for all out-of-pocket costs incurred by it on behalf of the Partnership.

Section 4.2. Powers of the Managing Partner.

(a) The Managing Partner shall have all powers necessary, appropriate and convenient to carry out the purposes, business and objectives referred to in Section 1.3 and to perform its duties under Section 4.1. Except as otherwise expressly provided to the contrary in this Agreement, the Managing Partner shall possess and enjoy all the rights and powers of partners (including those otherwise limited to, or requiring the consent or approval of, partners acting unanimously or by majority in number or interest) as provided in Annotated California Corporation Codes, Title 2, Chapter 1, including, without limitation, the right and power, without seeking or obtaining the approval or consent of any other Partner, to:

(i) borrow money, and make, issue, accept, endorse and execute promissory notes, drafts, guarantees and other instruments or evidence of indebtedness whether in the normal course of the Partnership's business or affairs or in connection with an extraordinary event or transaction of the Partnership or its business or affairs;

(ii) secure the payment of any debt or guarantee or the performance of any obligation by mortgage, pledge, or assignment or by grant of a security interest in, all or any part of the Partnership's then current or after acquired assets;

(iii) commence, defend, pursue or settle litigation or claims pertaining to the Partnership, its business, affairs or assets;

(iv) confess a judgment against the Partnership whether by cognovit instrument or court proceeding or otherwise;

(v) sell, lease, license, exchange or otherwise transfer all or substantially all of the assets of the Partnership or any single asset or any rights in any one or more of the foregoing;

(vi) employ accountants, attorneys, contractors, managers, engineers, consultants, or other persons, firms, corporations or entities on such terms and for such compensation as the Managing Partner may determine.

(b) The Managing Partner, on behalf of the Partnership, may employ or transact business with: any officer of the Partnership, any Partner, any officer or direct or indirect shareholder of a Partner, any member of the immediate family of any of the foregoing or with any person notwithstanding that any of the foregoing may have an interest in or connection with such person.

#### Section 4.3. Officers.

(a) The Partnership shall have a Chairman, Vice-Chairman, and a Chief Executive Officer ("CEO") and such other officers as the CEO may designate from time to time. Within the scope of their powers and duties officers shall be agents of the Partnership but no person shall be deemed a Partner solely by reason of service as an officer of the Partnership. The present officers of the Partnership are:

George Gund III	Chairman
Gordon Gund	Vice-Chairman
Arthur L. Savage	CEO & President, Treasurer
Jack Ferreira	Executive Vice President and General Manager of Hockey Operation
Frank Jirik	Executive Vice President of Building Operations and Assistant Secretary
Matt Levine	Executive Vice President of Business Operation
Grant Rollin	Executive Vice President, CFO and Assistant Secretary
Chuck Prewitt	Vice President Broadcasting and Media Marketing
Irvin A. Leonard	Secretary
Richard T. Watson	Assistant Secretary

(b) The Managing Partner shall appoint and remove the Chairman, Vice-Chairman and the CEO. The CEO, after consultation with the Chairman or Vice-Chairman, shall appoint

and remove all other officers. Any officer may resign or may be removed without notice or cause at any time. Each officer shall serve from his appointment to the earlier of (i) his death or resignation, (ii) his removal, or (iii) the appointment of his successor. The resignation of any officer under this Agreement shall not prejudice the rights, if any, of the Partnership under any contract to which the officer is a party. The authority and duties of the officers shall be as set forth on Appendix B.

Section 4.4. Duties of the Partners. Whenever required by this Agreement, by any other document relating to the Partnership or by applicable law to authorize or ratify any action properly taken or document or other instrument properly executed and delivered by an officer on behalf of the Partnership in accordance with this Agreement and otherwise proper under applicable law, or whenever reasonably requested by the CEO, the Partners shall execute and deliver such authorization and such instruments as the CEO shall request to evidence such authorization or ratification.

Section 4.5. Other Interests of Partners.

(a) Any of the Partners and any of the Partnership's officers may engage in or possess an interest in other business ventures of every nature and description, independently or with others, including, but not limited to, the operation of another professional sports franchise. Neither the Partnership nor the other Partners shall have any right in and to such independent ventures or the income or profits derived therefrom.

(b) No Partner shall have any obligation to offer to the Partnership or to any other Partner any business or other opportunity regardless whether the opportunity is within the scope of or otherwise related to the present or future business of the Partnership or its purpose as set forth in Section 1.3.

(c) Neither the Partnership nor the other Partners shall have any rights in or to any income or profits derived from any transaction or arrangement entered into by the Managing Partner under Section 4.2(b).

ARTICLE V.

ASSIGNMENT OF PARTNERSHIP INTERESTS

Section 5.1. Assignment. Neither the Partnership nor any Partner shall be bound by any assignment of an interest in the Partnership until a counterpart of the instrument or assignment, executed and acknowledged by the parties hereto, is delivered to the Partnership. No assignee of any interest in

the Partnership shall be admitted as a Partner without the written consent of the Managing Partner or, in the case of the Managing Partner, without the written consent of a majority in number of the other Partners.

## ARTICLE VI.

### DISSOLUTION AND LIQUIDATION

Section 6.1. Events Causing Dissolution. The Partnership shall be dissolved and its affairs wound up upon:

(a) the sale or other disposition of all or substantially all of its assets, except that if such a sale or disposition constitutes an "installment sale" for purposes of Section 453 of the Internal Revenue Code, the right to receive future payments shall constitute Partnership property and the Partnership shall not be dissolved so long as (i) it retains an interest in any such property, (ii) the distribution of such property upon termination would cause recognition of gain in the year of distribution measured in whole or in part by amounts to be received in future years, and (iii) the Managing Partner does not elect by written notice to the Partners, to wind-up the Partnership;

(b) the withdrawal or retirement of any Partner unless the Managing Partner determines that the business of the Partnership shall be continued or, in the case of the withdrawal or retirement of the Managing Partner, a majority in number of the other Partners agree that the business of the Partnership shall be continued;

(c) the expiration of its term as provided in Section 1.4; or

(d) the occurrence of any event that under the laws of the State of California results in the dissolution of the Partnership and requires that it be wound-up regardless of a contrary election by the Managing Partner or all the continuing Partners.

### Section 6.2. Distribution Upon Liquidation.

(a) After payment of liabilities owing to creditors, excluding Partners, the Managing Partner shall set up such reserves as it reasonably deems necessary or appropriate for any contingent, unliquidated or unforeseen liabilities or obligations of the Partnership. The reserves may be paid over by the Managing Partner to a bank, to be held in escrow for the purpose of paying any such liabilities or obligations and, at the expiration of such period as the Managing Partner may deem

advisable, the reserves shall be distributed to the Partners or their assigns in the order of priority set forth in Section 6.2(b).

(b) After paying liabilities and providing for such reserves, the Managing Partner shall cause the remaining net assets of the Partnership to be distributed first to any Partners in payment of any debts and liabilities of the Partnership to them not in respect of their partnership interests, and then to the Partners in accordance with the positive balances then existing in their capital accounts, after taking into account all capital account adjustments for the Partnership taxable year during which such liquidation occurs. Any Partner with a deficit in any capital account following the distribution of liquidation proceeds shall restore the amount of such deficit to the Partnership, by the end of the taxable year during which such liquidation occurs, or, if later, within ninety days after the date of such liquidation, which amount shall be distributed to the Partners in the order of priority set forth in this section. Partnership property not sold may be distributed in kind by the Managing Partner or liquidator on any reasonable basis selected by him.

(c) If the Managing Partner is not a Partner at the time of dissolution or at any time during the winding-up of the Partnership, a majority in number of the remaining Partners shall select a person to wind-up the Partnership in accordance with this Agreement. Except as the Partners selecting such person may otherwise specify in writing, such person shall have all the rights and powers (other than rights to allocations and distributions) and be subject to the obligations (other than the obligation to restore a negative capital account balance) of the Managing Partner under this Agreement.

## ARTICLE VII.

### FISCAL MATTERS

Section 7.1. Books and Records. The Managing Partner shall maintain full and accurate books of the Partnership at the Partnership's principal place of business, showing all receipts and expenditures, assets and liabilities, profits and losses, and all other records necessary for recording the Partnership's business and affairs. The books of the Partnership shall be kept on an accrual basis, except as otherwise determined by the Managing Partner. Each Partner and his duly authorized representative shall at all times during regular business hours have access to and may inspect and copy any of such books and records.

Section 7.2. Fiscal Year. The fiscal year of the Partnership shall be the year ending July 31, except as otherwise determined by the Managing Partner.

Section 7.3. Bank Accounts and Investment of Funds. All funds of the Partnership shall be deposited in its name in such checking or savings accounts or time deposits or certificates of deposit as shall be designated by the Managing Partner from time to time. Withdrawals therefrom shall be made upon such signatures as the Managing Partner may designate. The Partnership may invest funds in such obligations as shall be selected by the Managing Partner.

Section 7.4. Accounting Decisions; Tax Elections. All decisions as to accounting matters and all tax elections shall be made by the Managing Partner, who shall be the "tax matters partner" referred to in Section 6231(a)(7)(A) of the Internal Revenue Code.

## ARTICLE VIII.

### GENERAL PROVISIONS

Section 8.1. Notices. All notices, consents, waivers, directions, requests, votes or other instruments or communications provided for under this Agreement shall be in writing, signed by the party giving the same, and shall be deemed properly given only if sent by registered or certified United States mail, postage prepaid, addressed: (a) in the case of the Partnership to the Managing Partner at the principal place of business of the Partnership; (b) in the case of the Partner individually, to its last address on file with the Managing Partner. Any notice so given shall be deemed to have been received as of the date on which it was mailed.

Section 8.2. Integration. This Agreement embodies the entire agreement and understanding among the Partners relating to the subject matter hereof and supersedes all prior agreements and understandings relating to such subject matter.

Section 8.3. Applicable Law. This Agreement and the rights of the Partnership shall be governed by and construed and enforced in accordance with the internal, substantive laws of the State of California.

Section 8.4. Separability. In case any one or more of the provisions contained in this Agreement or any application thereof shall be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and any other application thereof shall not in any way be affected or impaired thereby.

Section 8.5. Binding Effect. Except as herein otherwise provided to the contrary, this Agreement shall be binding upon and inure to the benefit of the Partners and their respective successors, assigns, legal representatives and heirs.

Section 8.6. Headings. The descriptive headings of the several sections of this Agreement are inserted for convenience only and do not constitute a part of this Agreement. Unless otherwise stated, references to Sections refer to sections of this Agreement.

IN WITNESS WHEREOF, the parties have signed this Agreement by their duly authorized officers as of the date first above written.

SAN JOSE SHARKS CORP.

By: Arthur L. Savage  
Arthur L. Savage, President

NORTH STAR FINANCIAL CORPORATION

By: Arthur L. Savage  
Arthur L. Savage, President

NORTH STARS-MET CENTER MANAGEMENT CORPORATION

By: Arthur L. Savage  
Arthur L. Savage, President

GBLSC, INC.

By: Arthur L. Savage  
Arthur L. Savage, President



GBLSC WEST, INC.

By: *Art Savage*  
Arthur L. Savage, President

0242R

RECORDED: 10/21/1998

TRADEMARK  
REEL: 1805 FRAME: 0017