

# Exhibit G

After Recording, Return to:

Schwabe, Williamson & Wyatt, P.C.  
Attention: Brendan S. Crowley  
1211 SW Fifth Avenue, Suite 1900  
Portland, Oregon 97204

## SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE OREGON ARENA PROJECT

Parties: CITY OF PORTLAND, OREGON, a municipal corporation (“City”)  
of the State of Oregon

RIP CITY MANAGEMENT, LLC, a Delaware limited liability (“RCM”) company, successor in interest to Oregon Arena Corporation

Date: \_\_\_\_\_, 2024

### RECITALS

A. City and RCM (f/k/a Portland Arena Management LLC, as successor-in-interest to Oregon Arena Corporation) are parties to that certain Declaration of Covenants, Conditions and Restrictions for the Oregon Arena Project dated as of June 23, 1993 and recorded June 24, 1993 in the Official Records of Multnomah County in Book 2712 at Page 265 (the “Original Declaration”), as amended by that certain First Amendment to Declaration of Covenants, Conditions and Restrictions for the Oregon Arena Project dated effective April 19, 1996 and recorded April 19, 1996 in the Official Records of Multnomah County as Fee No. 96059271 , and that certain Assignment of Interest in the Declaration of Covenants, Conditions and Restrictions for the Oregon Arena Project dated effective December 31, 2004 and recorded January 11, 2005 in the in the Official Records of Multnomah County as Fee No. 2005-006099.

B. Concurrently herewith, (i) RCM has conveyed the Kosei Property to the City; (ii) the Arena Lease has been terminated and replaced by an Arena Operating Lease (the “Operating Lease”) of even date herewith between the City, as landlord, and RCM, as tenant.

C. The parties hereto hereby desire to enter into this Second Amendment to Declaration of Covenants, Conditions and Restrictions for the Oregon Arena Project (this “Second Amendment”; the Original Declaration, as amended, the “Declaration”) to modify the Declaration for the purpose of disclosing the transactions described above, and to make additional modifications to the Declaration, all as more fully set forth herein. All terms not defined herein have the meanings ascribed to them in the Declaration.

## AGREEMENT

1. References to OAC. All references in the Declaration to “Oregon Arena Corporation” and “OAC” are hereby deemed references to “Rip City Management, LLC” and “RCM”, respectively.

2. Arena Parcel. Concurrently herewith, RCM has conveyed the Kosei Property to the City. From and after the date of this Second Amendment, all references in the Declaration to the “Arena Parcel” shall mean and refer to the Arena Lease Property and the Kosei Property, collectively, the entirety of which Arena Parcel shall be owned in fee simple by the City.

3. Arena Lease. The Arena Lease has been terminated by Landlord and Tenant pursuant to that certain Termination of Arena Ground Lease dated of even date herewith, and has been replaced by the Operating Lease. From and after the date of this Second Amendment, all references in the Declaration to the “Arena Lease” shall mean and refer to the Operating Lease.

4. Plaza and Plaza Lease. The City and RCM acknowledge that (a) the Plaza Lease has been terminated, and (b) from and after the date of this Second Amendment, (i) the Plaza, as defined and described in the Declaration, including the Kosei Plaza, is part of the premises leased by the City to RCM pursuant to the Arena Lease and is part of the Arena Lease Property for purposes of the Declaration, and (ii) the Plaza Parcel will include both the Main Plaza and Kosei Plaza, though the City and RCM have not modified the legal description of the Main Plaza set forth in the Declaration or included a legal description of the Kosei Plaza.

5. Miscellaneous. Except as amended by this Second Amendment, the Declaration remains in full force and effect and without modification or change. Nothing herein shall be deemed to affect or modify the priority of the Declaration. This Second Amendment may be executed in one or more counterparts, all of which shall be considered one and the same instrument.

*[Signature pages follow.]*

CITY:

CITY OF PORTLAND, OREGON,  
a municipal corporation of the State of Oregon

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

RCM:

RIP CITY MANAGEMENT, LLC,  
a Delaware limited liability company

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney for the City of Portland

[Acknowledgments follow]

STATE OF OREGON                    )  
  ) ss.  
COUNTY OF MULTNOMAH        )

This instrument was acknowledged to me on \_\_\_\_\_, 2024 by \_\_\_\_\_ as \_\_\_\_\_ of the City of Portland, Oregon, on behalf of the municipal corporation of the State of Oregon.

\_\_\_\_\_  
Notary Public for Oregon  
My Commission Expires: \_\_\_\_\_

STATE OF OREGON                    )  
  ) ss.  
COUNTY OF MULTNOMAH        )

This instrument was acknowledged to me on \_\_\_\_\_, 2024 by \_\_\_\_\_ as \_\_\_\_\_ of Rip City Management, LLC, a Delaware limited liability company, on behalf of the limited liability company.

\_\_\_\_\_  
Notary Public for Oregon  
My Commission Expires: \_\_\_\_\_