As filed with the Securities and Exchange Commission on July 19, 2024

File No. 001-42113

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

Amendment No. 4 to

FORM 10

GENERAL FORM FOR REGISTRATION OF SECURITIES
Pursuant to Section 12(b) or 12(g) of
the Securities Exchange Act of 1934

SEAPORT ENTERTAINMENT GROUP INC.

(Exact name of registrant as specified in its charter)

Delaware	**93-1869991**
(State or other jurisdiction of incorporation or organization)	**(I.R.S. Employer Identification No.)**
199 Water Street, 28th Floor **New York, NY**	**10038**
(Address of principal executive offices)	**(Zip Code)**

(212) 732-8257
(Registrant's telephone number, including area code)

Copies to:
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Securities to be registered pursuant to Section 12(b) of the Act:

Title of each class to be so registered	**Name of each exchange on which each class is to be registered**
Common Stock, par value $0.01 per share	**New York Stock Exchange**

Securities to be registered pursuant to Section 12(g) of the Act: None

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company, or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company" and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer	☐	Accelerated filer	☐
Non-accelerated filer	☒	Smaller reporting company	☐
		Emerging growth company	☒

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 7(a)(2)(B) of the Securities Act. ☒

INFORMATION REQUIRED IN REGISTRATION STATEMENT
CROSS-REFERENCE SHEET BETWEEN INFORMATION STATEMENT AND ITEMS OF FORM 10

Certain information required to be included in this Registration Statement on Form 10 is incorporated herein by reference to specifically identified portions of the information statement filed herewith as Exhibit 99.1 (the "Information Statement"). None of the information contained in the Information Statement shall be incorporated by reference herein or deemed to be a part hereof unless specifically incorporated by reference.

Item 1. Business

The information required by this Item 1 is contained in the sections of the Information Statement entitled "Information Statement Summary," "Risk Factors," "Cautionary Statement Concerning Forward-Looking Information," "The Separation and Distribution," "Capitalization," "Management's Discussion and Analysis of Financial Condition and Results of Operations," "Business," "Certain Relationships and Related Party Transactions," "Material U.S. Federal Income Tax Consequences of the Distribution to U.S. Holders," "Description of Certain Indebtedness" and "Where You Can Find More Information." Those sections are incorporated herein by reference.

Item 1A. Risk Factors

The information required by this Item 1A is contained in the sections of the Information Statement entitled "Risk Factors" and "Cautionary Statement Concerning Forward-Looking Information." Those sections are incorporated herein by reference.

Item 2. Financial Information

The information required by this Item 2 is contained in the sections of the Information Statement entitled "Summary Historical and Unaudited Pro Forma Combined Financial Data," "Unaudited Pro Forma Combined Financial Statements," "Management's Discussion and Analysis of Financial Condition and Results of Operations," and "Index to Financial Statements" (and the financial statements and related notes referenced therein). Those sections (including the financial statements and related notes referenced therein) are incorporated herein by reference.

Item 3. Properties

The information required by this Item 3 is contained in the sections of the Information Statement entitled "Information Statement Summary," "Management's Discussion and Analysis of Financial Condition and Results of Operations" and "Business." Those sections are incorporated herein by reference.

Item 4. Security Ownership of Certain Beneficial Owners and Management

The information required by this Item 4 is contained in the sections of the Information Statement entitled "Management" and "Security Ownership of Certain Beneficial Owners and Management." Those sections are incorporated herein by reference.

Item 5. Directors and Executive Officers

The information required by this Item 5 is contained in the section of the Information Statement entitled "Management." That section is incorporated herein by reference.

Item 6. Executive Compensation

The information required by this Item 6 is contained in the sections of the Information Statement entitled "Management," "Executive Compensation" and "Director Compensation." Those sections are incorporated herein by reference.

Item 7. Certain Relationships and Related Transactions, and Director Independence

The information required by this Item 7 is contained in the sections of the Information Statement entitled "Information Statement Summary—The Separation and Distribution," "Management," "Certain Relationships and Related Party Transactions," "Risk Factors—Risks Related to the Separation and Our Relationship with HHH" and "The Separation and Distribution." Those sections are incorporated herein by reference.

Item 8. Legal Proceedings

The information required by this Item 8 is contained in the section of the Information Statement entitled "Business—Legal Proceedings." That section is incorporated herein by reference.

Item 9. Market Price of, and Dividends on, the Registrant's Common Equity and Related Stockholder Matters

The information required by this Item 9 is contained in the sections of the Information Statement entitled "Information Statement Summary," "The Separation and Distribution," "Dividend Policy," "Management" and "Description of Capital Stock." Those sections are incorporated herein by reference.

Item 10. Recent Sales of Unregistered Securities

The information required by this Item 10 is contained in the sections of the Information Statement entitled "Information Statement Summary—The Separation and Distribution—Our Post-Separation Relationship with HHH," "The Separation and Distribution," "Certain Relationships and Related Party Transactions" and "Description of Capital Stock." Those sections are incorporated herein by reference.

Item 11. Description of Registrant's Securities to be Registered

The information required by this Item 11 is contained in the sections of the Information Statement entitled "Dividend Policy," "The Separation and Distribution" and "Description of Capital Stock." Those sections are incorporated herein by reference.

Item 12. Indemnification of Directors and Officers

The information required by this Item 12 is contained in the section of the Information Statement entitled "Description of Capital Stock—Anti-Takeover Effects of Various Provisions of Delaware Law, our Certificate of Incorporation and Bylaws and the Investor Rights Agreement—Indemnification of Directors and Officers." That section is incorporated herein by reference.

Item 13. Financial Statements and Supplementary Data

The information required by this Item 13 is contained in the sections of the Information Statement entitled "Summary Historical and Unaudited Pro Forma Combined Financial Data," "Unaudited Pro Forma Combined Financial Statements" and "Index to Financial Statements" (and the financial statements and related notes referenced therein). Those sections (including the financial statements and related notes referenced therein) are incorporated herein by reference.

Item 14. Changes in and Disagreements with Accountants on Accounting and Financial Disclosure

Not applicable.

Item 15. Financial Statements and Exhibits

(a) Financial Statements

The information required by this Item 15(a) is contained in the sections of the Information Statement entitled "Unaudited Pro Forma Combined Financial Statements" and "Index to Financial Statements" (and the financial

statements and related notes referenced therein). Those sections (including the financial statements and related notes referenced therein) are incorporated herein by reference.

(b) Exhibits

The following documents are filed as exhibits hereto:

Exhibit Number	Exhibit Description
2.1*	Form of Separation Agreement
3.1*	Form Amended and Restated Certificate of Incorporation
3.2*	Form of Amended and Restated Bylaws
10.1*	Form of Transition Services Agreement
10.2*	Form of Tax Matters Agreement
10.3*	Form of Employee Matters Agreement
10.4*	Form of Indemnification Agreement
10.5*	Standby Purchase Agreement, dated July 18, 2024, by and among Seaport Entertainment Group Inc., Howard Hughes Holdings Inc., Pershing Square Holdings, Ltd., Pershing Square, L.P. and Pershing Square International, Ltd.
10.6*	Form of Investor Rights Agreement by and among Seaport Entertainment Group Inc., Pershing Square Holdings, Ltd., Pershing Square, L.P. and Pershing Square International, Ltd.
10.7	Second Amended and Restated Limited Liability Company Agreement of JG Restaurant Holdco LLC, dated March 1, 2022
10.8	Second Amended and Restated Limited Liability Company Agreement of Fulton Seafood Market, LLC, dated August 11, 2022
10.9	Market Hall Management Agreement, dated July 1, 2020, by and between Fulton Seafood Market, LLC and Creative Culinary Management Company LLC
10.10	First Amendment to Market Hall Management Agreement, dated August 11, 2022, by and between Fulton Seafood Market, LLC and Creative Culinary Management Company LLC
10.11	Amended and Restated Agreement of Lease, dated June 27, 2013, by and between the City of New York (as successor in interest to the South Street Seaport Corporation) and South Street Seaport Limited Partnership (as successor in interest to Seaport Marketplace, Inc.)
10.12	First Amendment to Amended and Restated Agreement of Lease, dated January 11, 2017, by and between the City of New York (as successor in interest to the South Street Seaport Corporation) and South Street Seaport Limited Partnership (as successor in interest to Seaport Marketplace, Inc.)
10.13	Second Amendment to Amended and Restated Agreement of Lease, dated October 3, 2017, by and between the City of New York (as successor in interest to the South Street Seaport Corporation) and South Street Seaport Limited Partnership (as successor in interest to Seaport Marketplace, Inc.)
10.14	Third Amendment to Amended and Restated Agreement of Lease, dated October 2020, by and between the City of New York (as successor in interest to the South Street Seaport Corporation) and South Street Seaport Limited Partnership (as successor in interest to Seaport Marketplace, Inc.)
10.15	Fourth Amendment to Amended and Restated Agreement of Lease, dated December 29, 2021, by and between the City of New York (as successor in interest to the South Street Seaport Corporation) and South Street Seaport Limited Partnership (as successor in interest to Seaport Marketplace, Inc.)
10.16	Term Loan Agreement, dated September 7, 2023, by and between 250 Seaport District, LLC and Mizuho Capital Markets LLC
10.17*	Amendment to Loan Documents Agreement, dated _____, 2024, by and among 250 Seaport District, LLC, TWL-Bridgeland Holding Company, LLC, Seaport Entertainment Group Inc. and Mizuho Capital Markets LLC
10.18*	Interest and Expenses Guaranty, dated _____, 2024, by Seaport Entertainment Group Inc. for the benefit of Mizuho Capital Markets LLC
10.19	Note Purchase Agreement, dated July 20, 2018, by and between Clark County Las Vegas Stadium, LLC and Computershare Trust Company National Association (as Trustee under that certain LVCVA (Las Vegas, NV) Receivables-Backed Pass Through Trust Agreement and Declaration of Trust)

10.20	Deed of Trust, Security Agreement, Assignment of Leases and Rents and Fixture Filing Statement, from Clark County Las Vegas Stadium, LLC to First American Title Insurance Company for the benefit of Wells Fargo Trust Company, National Association dated July 20, 2018
10.21*	Omnibus Amendment, dated _____, 2024, by and among Clark County Las Vegas Stadium, LLC and Computershare Trust Company, National Association
10.22*	Indemnity and Guaranty Agreement, dated _____, 2024, by and between Seaport Entertainment Group Inc. and Computershare Trust Company, National Association (as successor to Wells Fargo Trust Company, National Association), as Trustee
10.23*	Credit Agreement, dated ____, 2024, between SEG Revolver, LLC and Howard Hughes Holdings Inc.
10.24	Naming Rights and Marketing Agreement, dated July 20, 2018, by and between Las Vegas Convention and Visitors Authority and Clark County Las Vegas Stadium LLC
10.25+	Employment Agreement, dated September 29, 2023, by and between Howard Hughes Holdings Inc. and Anton Nikodemus
10.26+	Employment Agreement, dated February 2, 2024, by and between Howard Hughes Holdings Inc. and Matthew Partridge
10.27+	Employment Agreement, dated May 1, 2024, by and between Howard Hughes Holdings Inc. and Lucy Fato
10.28+*	Seaport Entertainment Group Inc. 2024 Equity Incentive Plan
21.1*	List of Subsidiaries
99.1*	Preliminary Information Statement of Seaport Entertainment Group Inc.
99.2	Form of Notice Regarding the Internet Availability of Information Statement Materials

* Filed herewith.

\+ Management contract, compensatory plan or arrangement.

SIGNATURES

Pursuant to the requirements of Section 12 of the Securities Exchange Act of 1934, the registrant has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized.

SEAPORT ENTERTAINMENT GROUP INC.

By: /s/ Anton D. Nikodemus

Name: Anton D. Nikodemus
Title: Chief Executive Officer
Date: July 19, 2024

SEPARATION AND DISTRIBUTION AGREEMENT

BY AND BETWEEN

HOWARD HUGHES HOLDINGS INC.

AND

SEAPORT ENTERTAINMENT GROUP INC.

DATED AS OF , 2024

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Exhibits

Exhibit A Amended and Restated Articles of Incorporation
Exhibit B Form of Credit Agreement

SEPARATION AND DISTRIBUTION AGREEMENT

This SEPARATION AND DISTRIBUTION AGREEMENT is entered into effective as of , 2024 (this "***Agreement***"), by and between Howard Hughes Holdings Inc., a Delaware corporation ("***HHH***"), and Seaport Entertainment Group Inc., a Delaware corporation and wholly owned subsidiary of HHH ("***Seaport Entertainment***"). HHH and Seaport Entertainment are each a "***Party***" and are sometimes referred to herein collectively as the "***Parties***." Capitalized terms used herein and not otherwise defined shall have the respective meanings assigned to them in Article I.

R E C I T A L S

WHEREAS, HHH owns 100% of the common stock, par value $0.01 per share, of Seaport Entertainment (the "***Seaport Entertainment Stock***");

WHEREAS, the Board of Directors of HHH (the "***HHH Board***") determined on careful review and consideration that the separation of Seaport Entertainment from the rest of HHH and the establishment of Seaport Entertainment as a separate, publicly traded company to operate the Seaport Entertainment Business is in the best interests of HHH;

WHEREAS, the Board of Directors of Seaport Entertainment (the "***Seaport Entertainment Board***") determined on careful review and consideration that the separation of Seaport Entertainment from the rest of HHH and the establishment of Seaport Entertainment as a separate, publicly traded company to operate the Seaport Entertainment Business is in the best interests of Seaport Entertainment;

WHEREAS, in furtherance of the foregoing, the HHH Board has determined that it is appropriate and desirable to separate the Seaport Entertainment Business from the HHH Business (the "***Separation***") and, following the Separation, to make a distribution of the Seaport Entertainment Business to the holders of common stock, par value $0.01 per share, of HHH (the "***HHH Stock***") on the Record Date through the distribution of all of the outstanding shares of Seaport Entertainment Stock to holders of HHH on the Record Date on a pro rata basis (the "***Distribution***"), in each case, on the terms and conditions set forth in this Agreement;

WHEREAS, HHH and Seaport Entertainment have prepared, and Seaport Entertainment has filed with the SEC, the Form 10, which includes the Information Statement, and which sets forth certain disclosure concerning Seaport Entertainment, the Separation and the Distribution;

WHEREAS, each of HHH and Seaport Entertainment has determined that it is appropriate and desirable to set forth in this Agreement certain agreements that will govern certain matters relating to the Separation and the Distribution and the relationship of HHH, Seaport Entertainment and the members of their respective Groups following the Distribution; and

WHEREAS, the Parties intend that the Distribution qualify as a distribution under Section 355 of the Code.

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements, provisions and covenants contained in this Agreement, the Parties hereby agree as follows:

ARTICLE I.
DEFINITIONS

1.1 **Definitions**. For the purpose of this Agreement, the following terms shall have the following meanings:

"***250 Water Street Loan***" means the Term Loan Agreement, dated as of September 7, 2023, by and among, Mizuho Capital Markets LLC, a Delaware limited liability company, as agent, the lenders party thereto, and 250 Seaport District, LLC, a Delaware limited liability company, as borrower.

"***250 Water Street Guaranty***" means the guaranty provided by TWL-Bridgeland Holding Company, LLC, a Delaware limited liability company, in connection with Seaport Entertainment's obligations under the 250 Water Street TRS.

"***250 Water Street TRS***" means, collectively, the (i) 2002 ISDA Master Agreement between Mizuho Capital Markets LLC, a Delaware limited liability company and Seaport Entertainment, effective on or about July 12, 2024, together with the Schedule and the Credit Support Annex attached thereto and (ii) the total return swap transaction entered into between Mizuho Capital Markets LLC and Seaport Entertainment, documented under a confirmation dated on or about July 12, 2024.

"***Action***" means any demand, action, claim, dispute, suit, countersuit, arbitration, inquiry, subpoena, proceeding or investigation of any nature (whether criminal, civil, legislative, administrative, regulatory, prosecutorial or otherwise) by or before any Governmental Authority or in any arbitration or mediation.

"***Affiliate***" means, when used with respect to a specified Person, a Person that, directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with such specified Person. For the purpose of this definition, "control" (including with correlative meanings, "controlled by" and "under common control with"), when used with respect to any specified Person, means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting securities or other interests, by contract, agreement, obligation, indenture, instrument, lease, promise, arrangement, release, warranty, commitment, undertaking or otherwise. It is expressly agreed that for purposes of this Agreement and the Ancillary Agreements, from and after the Effective Time, (i) no member of the Seaport Entertainment Group shall be deemed to be an Affiliate of any member of the HHH Group, (ii) no member of the HHH Group shall be deemed to be an Affiliate of any member of the Seaport Entertainment Group and (iii) no joint venture formed after the Effective Time solely between one or more members of the Seaport Entertainment Group, on the one hand, and one or more members of the HHH Group, on the other hand, shall be deemed to be an Affiliate of, or owned or controlled by,

any member of the Seaport Entertainment Group or the HHH Group for the purposes of this Agreement.

"***Agent***" means Computershare Trust Company, N.A., as the distribution agent appointed by HHH to distribute to the shareholders of HHH all of the outstanding shares of Seaport Entertainment Stock pursuant to the Distribution.

"***Agreement***" shall have the meaning set forth in the Preamble.

"***Amended Financial Report***" shall have the meaning set forth in Section 6.7(b).

"***Ancillary Agreements***" means all Contracts entered into by the Parties or the members of their respective Groups (but to which no Third Party is a party) in connection with the Separation, the Distribution and the other transactions contemplated by this Agreement, including, the Tax Matters Agreement, the Transition Services Agreement, the Employee Matters Agreement, and the Transfer Documents, and the agreements set forth on Schedule 1.1A.

"***Approvals or Notifications***" means any consents, waivers, approvals, permits or authorizations to be obtained from, notices, registrations or reports to be submitted to, or other filings to be made with, any third Person, including any Governmental Authority.

"***Assets***" means assets, properties, claims and rights (including goodwill), wherever located (including in the possession of vendors or other third parties or elsewhere), of every kind, character and description, whether real, personal or mixed, tangible, intangible or contingent, in each case, whether or not recorded or reflected or required to be recorded or reflected on the books and records or financial statements of the applicable Person, including rights and benefits pursuant to any contract, license, permit, indenture, note, bond, mortgage, agreement, concession, franchise, instrument, undertaking, commitment, understanding or other arrangement, other than Tax assets (including any Tax items, attributes or rights to receive any Tax refund, credits or other items that cause a reduction in any otherwise required liability for Taxes).

"***Business Day***" means any day that is not a Saturday, Sunday or any other day on which banking institutions located in New York, New York are required or authorized by Law to be closed.

"***Business Records***" means all files, documents, instruments, papers, books, reports, records, tapes, microfilms, photographs, letters, ledgers, journals, financial statements, technical documentation (design specifications, functional requirements, operating instructions, logic manuals, flow charts, etc.), user documentation (installation guides, user manuals, training materials, release notes, working papers, etc.), Tax Returns, other Tax work papers and files and other documents in whatever form, physical, electronic or otherwise.

"***Code***" means the Internal Revenue Code of 1986, as amended.

"***Contract***" means any written, oral, implied or other contract, agreement, covenant, lease, sublease, license, sublicense, guaranty, indemnity, representation, warranty, assignment, sales order, purchase order, power of attorney, instrument or other commitment, assurance, undertaking or arrangement that is binding on any Person or entity or any part of its property under applicable Law.

"***Covered Matter***" shall have the meaning set forth in Section 5.16(i).

"***Credit Agreement***" shall have the meaning set forth in Section 2.8(b).

"***Data Privacy Laws***" means any applicable Laws relating to the privacy, Processing and security of Personal Information, data breach notification, and the cross-border transfer of information.

"***Director***" means, with respect to any member of the Seaport Entertainment Group or the HHH Group, a member of the board of directors or managers, as applicable, of such entity.

"***Disclosure Document***" means any registration statement (including the Form 10 and Form S-1) filed with the SEC by or on behalf of any Party or any member of its Group, and also includes any information statement (including the Information Statement), prospectus, offering memorandum, offering circular, periodic report or similar disclosure document, whether or not filed with the SEC or any other Governmental Authority, in each case which describes the Separation or the Distribution or the Seaport Entertainment Group or primarily relates to the transactions contemplated hereby, including the Separation, and the Distribution.

"***Dispute***" shall have the meaning set forth in Section 4.1(a).

"***Dispute Committee***" shall have the meaning set forth in Section 4.2.

"***Distribution***" shall have the meaning set forth in the Recitals.

"***Distribution Date***" means the date on which HHH, through the Agent, distributes all of the issued and outstanding shares of Seaport Entertainment Stock to holders of HHH Stock in the Distribution.

"***Effective Time***" means 11.59 pm, or such other time as HHH may determine, on the Distribution Date.

"***Employee Matters Agreement***" means that certain Employee Matters Agreement to be entered into between HHH and Seaport Entertainment or any members of their respective Groups in connection with the Separation, the Distribution or the other transactions contemplated by this Agreement, as such agreement may be modified or amended from time to time in accordance with its terms.

"***Environmental Law***" means any Law relating to (a) pollution, protection, investigation, remediation, reclamation or restoration of or prevention of harm to the environment, wildlife, aquatic life, plant species, vegetation, humans, or natural resources, (b) property development,

construction, land use or zoning, (c) the use, handling, transportation, treatment, storage, disposal, Release or discharge of, or exposure to, Hazardous Materials, or (d) occupational health or safety.

"***Environmental Liabilities***" means all Liabilities relating to, arising out of or resulting from any Hazardous Materials, Environmental Law or Contract relating to environmental, health or safety matters (including all removal, remediation or cleanup costs, investigatory costs, response costs, natural resources damages, property damages, personal injury damages, costs of compliance, including with any product take-back requirements, or with any settlement, judgment or other determination of Liability and indemnity, contribution or similar obligations) and all costs, expenses, fees, interest, fines, penalties, damages, or other monetary sanctions in connection therewith.

"***Exchange Act***" means the U.S. Securities Exchange Act of 1934, as amended, together with the rules and regulations promulgated thereunder, as the same shall be in effect at the time reference is made thereto.

"***Force Majeure***" means, with respect to a Party, an event beyond the control of such Party (or any Person acting on its behalf), which by its nature could not have been reasonably foreseen by such Party (or such Person) or, if it could have been reasonably foreseen, was unavoidable, and includes acts of God, storms, floods, riots, labor unrest, pandemics, nuclear incidents, fires, sabotage, civil commotion or civil unrest, interference by civil or military authorities, acts of war (declared or undeclared) or armed hostilities, or other national or international calamity or one or more acts of terrorism or failure of energy sources or distribution or transportation facilities. Notwithstanding the foregoing, the receipt by a Party of an unsolicited takeover offer or other acquisition proposal, even if unforeseen or unavoidable, and such Party's response thereto shall not be deemed an event of Force Majeure.

"***Form 10***" means the registration statement on Form 10-12B (File No 001-42113) filed by Seaport Entertainment with the SEC to effect the registration of the Seaport Entertainment Stock pursuant to Section 12(b) of the Exchange Act in connection with the Distribution, including any amendments or supplements thereto.

"***Form S-1***" means the registration statement on Form S-1 (File No 333-279690) filed by Seaport Entertainment with the SEC to effect the registration of subscription rights to purchase shares of Seaport Entertainment Stock pursuant to the Securities Act, including any amendments or supplements thereto.

"***Governmental Approvals***" means any notices or reports to be submitted to, or other filings to be made with, or any consents, registrations, approvals, permits or authorizations to be obtained from, any Governmental Authority.

"***Governmental Authority***" means any nation or government, any state, province, municipality or other political subdivision thereof, and any entity, body, agency, commission, department, board, bureau, court, tribunal or other instrumentality, whether federal, state, provincial, regional, local, domestic, foreign or multinational, exercising executive, legislative,

judicial, regulatory, administrative or other similar functions of, or pertaining to, government and any official thereof.

"***Group***" means either the Seaport Entertainment Group or the HHH Group, as the context requires.

"***Hazardous Materials***" means any chemical, material, substance, waste, pollutant, emission, discharge, release or contaminant that could result in liability under, or that is prohibited, limited or regulated by or pursuant to, any Environmental Law, and any natural or artificial substance (whether solid, liquid or gas, noise, ion, vapor or electromagnetic) that could cause harm to human health or the environment, including petroleum, petroleum products and byproducts, asbestos and asbestos-containing materials, mold, all forms of natural gas, urea formaldehyde foam insulation, electronic, medical or infectious wastes, per- and polyfluoroalkyl substances, polychlorinated biphenyls, radon gas, radioactive substances, chlorofluorocarbons and all other ozone-depleting substances.

"***HHH***" shall have the meaning set forth in the Preamble.

"***HHH Accounts***" shall have the meaning set forth in Section 2.7(a).

"***HHH Assets***" shall have the meaning set forth in Section 2.1(c).

"***HHH Board***" shall have the meaning set forth in the Recitals.

"***HHH Business***" means all businesses and operations (whether or not such businesses or operations are or have been terminated, divested or discontinued) conducted by HHH and its Subsidiaries prior to the Effective Time that are not included in the Seaport Entertainment Business.

"***HHH Group***" means, immediately after the Effective Time, (a) HHH and (b) each Subsidiary of HHH.

"***HHH Indemnitees***" shall have the meaning set forth in Section 5.3.

"***HHH Liabilities***" shall have the meaning set forth in Section 2.1(e).

"***HHH Marks***" means the Trademarks comprised of or containing "Howard Hughes" and all other Trademarks of HHH or any of its Subsidiaries, other than the Seaport Entertainment Marks.

"***HHH Stock***" shall have the meaning set forth in the Recitals.

"***ICC Rules***" shall have the meaning set forth in Section 4.3(a).

"***Indebtedness***" means (a) all obligations of such specified Person for borrowed money or arising out of any extension of credit to or for the account of such specified Person (including reimbursement or payment obligations with respect to surety bonds, letters of credit, bankers'

acceptances and similar instruments), (b) all obligations of such specified Person evidenced by bonds, debentures, notes or similar instruments, (c) all obligations of such specified Person upon which interest charges are customarily paid, (d) all obligations of such specified Person under conditional sale or other title retention agreements relating to Assets purchased by such specified Person, (e) all obligations of such specified Person issued or assumed as the deferred purchase price of property or services, (f) all liabilities secured by (or for which any Person to which any such liability is owed has an existing right, contingent or otherwise, to be secured by) any mortgage, lien, pledge or other encumbrance on property owned or acquired by such specified Person (or upon any revenues, income or profits of such specified Person therefrom), whether or not the obligations secured thereby have been assumed by the specified Person or otherwise become liabilities of the specified Person, (g) all capital lease obligations of such specified Person, (h) all securities or other similar instruments convertible or exchangeable into any of the foregoing, but excluding daily cash overdrafts associated with routine cash operations, and (i) any liability of others of a type described in any of the preceding clauses (a) through (h) in respect of which the specified Person has incurred, assumed or acquired a liability by means of a guaranty, excluding any obligations related to Taxes.

"***Indemnifying Party***" shall have the meaning set forth in Section 5.4(a).

"***Indemnitee***" shall have the meaning set forth in Section 5.4(a).

"***Indemnity Payment***" shall have the meaning set forth in Section 5.4(a).

"***Information***" means information, in written, oral, electronic or other tangible or intangible forms, stored in any medium and regardless of location, including technical, financial, employee or business information or data, studies, reports, records, books, contracts, instruments, surveys, title policies, search results, discoveries, ideas, concepts, know-how, techniques, designs, specifications, drawings, blueprints, diagrams, models, prototypes, samples, flow charts, data, computer data, disks, diskettes, tapes, computer programs or other software, marketing plans, customer names and records, supplier names and records, customer and supplier lists, customer and vendor data or correspondence, communications by or to attorneys (including attorney-client privileged communications and attorney work product), memos and other materials prepared by attorneys or under their direction (including attorney work product), and other financial employee or business information or data, files, Tangible Information, papers, tapes, keys, correspondence, plans, invoices, forms, product data and literature, promotional and advertising materials, operating manuals, instructional documents, quality records and regulatory and compliance records.

"***Information Statement***" means the Information Statement attached as an exhibit to the Form 10 and any related documents to be provided to the holders of HHH Stock in connection with the Distribution, including any amendment or supplement thereto.

"***Initial Notice***" shall have the meaning set forth in Section 4.2.

"***Insurance Proceeds***" means those monies: (a) received by an insured Person from any insurer, reinsurer, insurance underwriter, mutual protection and indemnity club or other risk

collective; or (b) paid on behalf of an insured Person by any insurer, reinsurer, insurance underwriter, mutual protection and indemnity club or other risk collective, on behalf of the insured, in either such case net of any costs or expenses incurred in the collection thereof; *provided*, *however*, that with respect to a captive insurance arrangement, Insurance Proceeds shall only include net amounts received by the captive insurer from a Third Party in respect of any captive reinsurance arrangement.

"***Intellectual Property***" means all intellectual property in any and all jurisdictions throughout the world, including all: (a) patents and patent applications, (b) Trademarks, (c) Internet domain name registrations, (d) copyrights, whether or not registered, and all registrations and applications for copyrights, (e) trade secrets and other intellectual property rights in confidential or proprietary information and (f) intellectual property rights in Software.

"***Intended Transferee***" shall have the meaning set forth in Section 4.

"***Intended Transferor***" shall have the meaning set forth in Section 4.

"***Intercompany***" means, with respect to any Contract, balance, arrangement or other legal or financial relationship, established at or prior to the Effective Time, that such Contract, balance, arrangement or other legal or financial relationship is (a) between or among one or more members of the Seaport Entertainment Group and one or more members of the HHH Group, as applicable, or (b) between or among the Seaport Entertainment Business and the HHH Business, even if within the same legal entity (in which case the applicable Contract, balance, arrangement or other legal or financial relationship shall be deemed to be binding as if it was between separate legal entities).

"***Joint Claims***" means any claim or series of related claims under any insurance policy that results or could reasonably be expected to result in the payment of Insurance Proceeds to or for the benefit of both one or more members of the HHH Group and one or more members of the Seaport Entertainment Group.

"***Las Vegas Ballpark***" means the ballpark known as the "Las Vegas Ballpark" located at 1650 S Pavilion Center Dr, Las Vegas, Nevada.

"***Las Vegas Ballpark Deed of Trust***" means the deed of trust securing the Las Vegas Ballpark Note.

"***Las Vegas Ballpark Note***" means the Note Purchase Agreement dated as of July 20, 2018, by and among Clark County Las Vegas Stadium, LLC, as issuer, and Wells Fargo Trust Company, National Association, as trustee.

"***Las Vegas Ballpark Replacement Guaranty***" means an indemnity and guaranty given by a Seaport Entertainment Group entity, replacing the Las Vegas Ballpark Deed of Trust on substantially the same terms as the existing Las Vegas Ballpark Deed of Trust.

"***Law***" means any national, supranational, federal, state, provincial, regional, local, municipal or similar law (including common law), statute, code, order, ordinance, rule, regulation, treaty (including any income tax treaty), license, permit, authorization, approval, consent, decree, standard, restriction, injunction, binding judicial or administrative interpretation or other legally enforceable requirement, in each case, enacted, promulgated, issued or entered by a Governmental Authority.

"***Leased Real Property***" means (a) the real property leased, subleased, licensed, sublicensed, or otherwise used or occupied by HHH or any other member of the HHH Group and used exclusively in the Seaport Entertainment Business and (b) the real property leased, subleased, licensed, sublicensed or otherwise used or occupied by any member of the Seaport Entertainment Group, in each case as tenant, subtenant, licensee or sublicensee.

"***Liabilities***" means any and all Indebtedness, guarantees, assurances, commitments, liabilities, responsibilities, remediation, deficiencies, reimbursement obligations in respect of letters of credit, damages, fines, penalties, claims, settlements, judgments, sanctions, costs, interest and obligations of any nature or kind, whether accrued or fixed, absolute or contingent, matured or unmatured, accrued or not accrued, asserted or unasserted, liquidated or unliquidated, foreseen or unforeseen, incurred but not reported, known or unknown, reserved or unreserved, reflected on a balance sheet or otherwise, or determined or determinable, including those arising under any Law, claim (including any Third-Party Claim), demand, Action, or order, writ, judgment, injunction, decree, stipulation, determination or award entered by or with any Governmental Authority or arbitration tribunal, or those arising under any Contract, agreement, obligation, indenture, instrument, lease, promise, arrangement, release, warranty, commitment or undertaking or terms of employment, whether imposed or sought to be imposed by a Governmental Authority, another third Person, or a Party, whether based in contract, tort, implied or express warranty, strict liability, criminal or civil statute, or otherwise, in each case, including all costs, expenses, interest, attorneys' fees, disbursements and expenses of counsel, expert and consulting fees and costs related thereto or to the investigation or defense thereof, in each case (a) including any fines, damages (including but not limited to punitive or consequential damages) or equitable relief that is imposed in connection therewith and (b) other than Taxes.

"***Losses***" means any and all damages, losses (including diminution in value, direct or indirect losses), deficiencies, Liabilities, obligations, penalties, judgments, settlements, claims (including, but not limited to insured, uninsured, or self-insured losses including deductibles and self-insured retentions), payments, interest costs, punitive or consequential damages, fines and expenses (including the costs and expenses of any and all Actions and demands, assessments, judgments, settlements and compromises relating thereto and attorneys', accountants', consultants' and other professionals' fees and expenses incurred in the investigation or defense thereof or the enforcement rights hereunder), whether or not involving a Third-Party Claim, other than Taxes.

"***Misdirected Payment***" shall have the meaning set forth in Section 2.7(g).

"***MLB PDL***" shall have the meaning set forth in Section 3.3(o).

"***NYSE***" means the New York Stock Exchange, Inc.

"***Parties***" or "***Party***" shall have the meaning set forth in the Preamble.

"***Permit***" means all permits, licenses, franchises, authorizations, concessions, certificates, consents, exemptions, approvals, variances, registrations, or similar authorizations from any Governmental Authority.

"***Pershing Square***" means Pershing Square Capital Management, L.P., a Delaware limited partnership.

"***Person***" means any individual, general or limited partnership, corporation, business trust, joint venture, association, company, limited liability company, unincorporated organization, a limited liability entity, any other entity and any Governmental Authority.

"***Personal Information***" means Information that is considered "personally identifiable information," "personal information," "personal data," or any similar term by Data Privacy Laws.

"***Prime Rate***" means the rate that Bloomberg displays as "Prime Rate by Country United States" on a Bloomberg terminal at PRIMBB Index.

"***Privileged Information***" means any information, in written, oral, electronic or other tangible or intangible forms, including any communications by or to attorneys (including attorney-client privileged communications), memoranda and other materials prepared by attorneys or under their direction (including attorney work product), as to which a party or its respective Subsidiaries would be entitled to assert or have a privilege, including the attorney-client and attorney work product privileges.

"***Processing***" means any operation or set of operations which is performed on Personal Information, such as the use, collection, processing, storage, recording, organization, adaption, alteration, transfer, retrieval, consultation, disclosure, dissemination or combination of such Personal Information, and/or is considered "processing" by any Data Privacy Laws.

"***Record Date***" means July 29, 2024 on the date to be determined by the HHH Board as the record date for determining shareholders of HHH entitled to receive shares of Seaport Entertainment Stock in the Distribution.

"***Record Holders***" means the holders of record of HHH Stock as of the Record Date.

"***Records Facility***" shall have the meaning set forth in Section 6.4(a).

"***Refinanced 250 Water Street Loan***" means the 250 Water Street Loan, as refinanced and amended in connection with the Separation.

"***Release***" means any release, spill, emission, discharge, leaking, pumping, pouring, dumping, injection, deposit, disposal, dispersal, leaching or migration of Hazardous Materials

into, onto, or through the indoor or outdoor environment (including ambient air, surface water, groundwater, soil vapor, sediment, and any other surface or subsurface strata).

"***Representatives***" means, with respect to any Person, any of such Person's directors, officers, employees, agents, consultants, advisors, accountants, attorneys or other representatives.

"***Seaport Entertainment***" shall have the meaning set forth in the Preamble.

"***Seaport Entertainment Accounts***" shall have the meaning set forth in Section 2.7(a).

"***Seaport Entertainment Articles of Incorporation***" shall have the meaning set forth in Section 3.1(e).

"***Seaport Entertainment Assets***" shall have the meaning set forth in Section 2.1(b).

"***Seaport Entertainment Balance Sheet***" means the unaudited pro forma condensed combined balance sheet of the Seaport Entertainment Group as of March 31, 2024, including the notes thereto, included in the Information Statement.

"***Seaport Entertainment Board***" shall have the meaning set forth in the Recitals.

"***Seaport Entertainment Business***" means the businesses of owning and operating the entertainment-related assets owned or leased by HHH prior to the Effective Time in New York City and Las Vegas, including the Seaport Entertainment Properties in Lower Manhattan, a 25% minority interest in Jean-Georges Restaurants, as well as the Seaport Entertainment Other Partnerships, the Las Vegas Aviators Triple-A Minor League Baseball team and related Las Vegas Ballpark, an interest in and to 80% of the air rights above the Fashion Show mall in Las Vegas and certain other assets and liabilities that HHH is expected to contribute to, and be assumed by Seaport Entertainment and its Subsidiaries prior to the Separation as set forth pursuant to Section 2.1(b).

"***Seaport Entertainment Business Records***" shall have the meaning set forth in Section 2.1(b)(x).

"***Seaport Entertainment Contracts***" means any Contract to which either Party or any member of its Group is a party or by which it or any member of its Group or any of their respective Assets is bound, whether or not in writing, used or held for use exclusively in the conduct of the Seaport Entertainment Business; *provided* that Seaport Entertainment Contracts shall not include (a) any Contract that is contemplated to be retained by HHH or any member of the HHH Group from and after the Effective Time pursuant to any provision of this Agreement or any Ancillary Agreement or (b) any Contract referenced in Section 2.5(b).

"***Seaport Entertainment Environmental Liabilities***" shall have the meaning set forth in Section 2.1(d)(x).

"***Seaport Entertainment Financing Arrangements***" means, collectively, the Credit Agreement, the Refinanced 250 Water Street Loan, the 250 Water Street TRS, and the Las Vegas Ballpark Replacement Guaranty.

"***Seaport Entertainment Group***" means, immediately after the Effective Time, (a) Seaport Entertainment and (b) each Subsidiary of Seaport Entertainment.

"***Seaport Entertainment Indemnitees***" shall have the meaning set forth in Section 5.2.

"***Seaport Entertainment Intellectual Property***" means (a) the Seaport Entertainment Marks, and (b) all other Intellectual Property (other than Trademarks) owned by HHH or any of its controlled Affiliates and exclusively used or held for use in the Seaport Entertainment Business as of the Effective Time.

"***Seaport Entertainment Leases***" means the leases, subleases, licenses, sublicenses or other occupancy agreements covering the Leased Real Property.

"***Seaport Entertainment Liabilities***" shall have the meaning set forth in Section 2.1(d).

"***Seaport Entertainment Marks***" means the Trademarks owned by HHH or any of its controlled Affiliates and exclusively used or held for use in the Seaport Entertainment Business as of the Effective Time, including the Trademarks set forth on Schedule 1.1E.

"***Seaport Entertainment Other Partnerships***" means those other partnerships set forth in Note 2 (*Investments in Unconsolidated Ventures*) of the Unaudited Condensed Combined Financial Statements of Seaport Entertainment Division of Howard Hughes for the Three Months Ended March 31, 2024 and the Audited Combined Financial Statements of Seaport Entertainment Division of Howard Hughes for the Twelve Months Ended December 31, 2023, included in the Form 10.

"***Seaport Entertainment Permits***" means all Permits owned or licensed by either Party or member of its respective Group (a) exclusively used in the operation of the Seaport Entertainment Business as of the Effective Time or (b) set forth on Schedule 1.1C.

"***Seaport Entertainment Personal Information***" shall have the meaning set forth in Section 2.1(b)(xi).

"***Seaport Entertainment Properties***" means the real property set forth on Schedule 1.1D under the heading "Seaport Entertainment Properties".

"***Seaport Entertainment Stock***" shall have the meaning set forth in the Recitals.

"***Seaport Entertainment Standby Purchase Agreement***" means that certain Standby Purchase Agreement by and among Seaport Entertainment Group Inc., Howard Hughes Holdings Inc., Pershing Square Holdings, LTD., Pershing Square, L.P. and Pershing Square International, LTD., dated as of , 2024.

"***SEC***" means the U.S. Securities and Exchange Commission.

"***Securities Act***" means the U.S. Securities Act of 1933, as amended, together with the rules and regulations promulgated thereunder, as the same shall be in effect at the time reference is made thereto.

"***Separation***" shall have the meaning set forth in the Recitals.

"***Shared Contract***" shall have the meaning set forth in Section 2.6.

"***Shared Permit***" shall have the meaning set forth in Section 2.6.

"***Software***" means any and all computer programs and software, including any and all software implementation of algorithms, models and methodologies, whether in source code or object code.

"***Specified Ancillary Agreements***" means the agreements set forth on Schedule 1.1B.

"***Specified Party***" shall have the meaning set forth in Section 2.7(g).

"***Stored Records***" means Tangible Information held in a Records Facility maintained or arranged for by a party other than the party that owns such Tangible Information.

"***Subsidiary***" means, with respect to any Person, any corporation, limited liability company, joint venture or partnership of which such Person (a) beneficially owns or controls, either directly or indirectly, more than fifty percent (50%) of (i) the total combined voting power of all classes of voting securities of such Person, (ii) the total combined equity interests of such Person or (iii) the capital or profit interests, in the case of a partnership of such Person, or (b) otherwise has the power to vote, either directly or indirectly, sufficient securities to elect a majority of the board of directors or similar governing body of such Person.

"***Tangible Information***" means Information that is contained in written, electronic or other tangible forms.

"***Tax***" shall have the meaning set forth in the Tax Matters Agreement.

"***Tax Matters Agreement***" means that certain Tax Matters Agreement to be entered into between HHH and Seaport Entertainment in connection with the Separation, the Distribution and the other transactions contemplated by this Agreement, as such agreement may be modified or amended from time to time in accordance with its terms.

"***Tax Returns***" shall have the meaning set forth in the Tax Matters Agreement.

"***Third Party***" shall have the meaning set forth in Section 5.5(a).

"***Third-Party Claim***" shall have the meaning set forth in Section 5.5(a).

"***Trademarks***" means all trademarks, service marks, trade names, trade dress, logos and domain names, including all goodwill associated with any of the foregoing and any and all common law rights in and to any of the foregoing, registrations and applications for registration of any of the foregoing, and all reissues, extensions and renewals of any of the foregoing.

"***Transfer Documents***" means transfer, contribution, distribution or other similar agreements, bills of sale, special warranty deeds (or the local equivalent), or local equivalent stock powers, certificates of title, assignments of contracts and other instruments of transfer, conveyance and assignment entered into, as of or prior to the Effective Time, between one or more members of the HHH Group, on the one hand, and one or more members of the Seaport Entertainment Group, on the other hand, as and to the extent necessary to evidence: (a) the transfer, conveyance and assignment of all of such Party's and the applicable members of its Group's right, title and interest in and to the Assets to the other Party and the applicable members of its Group in accordance with Section 2.1(a); and (b) the valid and effective assumption of the Liabilities by such Party or the applicable members of its Group in accordance with Section 2.1(a).

"***Transition Services Agreement***" means that certain Transition Services Agreement to be entered into between Seaport Entertainment and HHH or any members of their respective Groups in connection with the Distribution or the other transactions contemplated by this Agreement, as such agreement may be modified or amended from time to time in accordance with its terms.

1.2 **Interpretation**. In this Agreement and any Ancillary Agreement, (a) words in the singular shall be deemed to include the plural and vice versa and words of one gender shall be deemed to include the other genders as the context requires; (b) the terms "hereof," "herein," "herewith" and words of similar import, and the terms "Agreement" and "Ancillary Agreement" shall, unless otherwise stated, be construed to refer to this Agreement or the applicable Ancillary Agreement as a whole (including all of the Schedules, Exhibits, Annexes and Appendices hereto and thereto) and not to any particular provision of this Agreement or such Ancillary Agreement; (c) Article, Section, Exhibit, Schedule and Appendix references are to the Articles, Sections, Exhibits, Schedules and Appendices to this Agreement (or the applicable Ancillary Agreement) unless otherwise specified; (d) the word "including" and words of similar import when used in this Agreement (or the applicable Ancillary Agreement) shall mean "including, without limitation"; (e) the word "or" shall not be exclusive; (f) unless expressly stated to the contrary in this Agreement, all references to "the date hereof," "the date of this Agreement," and words of similar import shall all be references to the date first stated in the preamble to this Agreement, regardless of any amendment or restatement hereof; (g) unless otherwise provided, all references to "$" or "dollars" are to United States dollars; and (h) references to the performance, discharge or fulfillment of any Liability in accordance with its terms shall have meaning only to the extent such Liability has terms, and if the Liability does not have terms, the reference shall mean performance, discharge or fulfillment of such Liability.

ARTICLE II.
SEPARATION

2.1 **Transfers of Assets and Assumptions of Liabilities; Seaport Entertainment Assets; HHH Assets**.

(a) In order to effect the Separation, the Parties shall, to the extent necessary, cause, and shall, to the extent necessary, cause the members of their respective Groups to cause, (i) the Seaport Entertainment Group to own, to the extent it does not already own, all of the Seaport Entertainment Assets and none of the HHH Assets, and (ii) the Seaport Entertainment Group to be liable for, to the extent it is not already liable for, all of the Seaport Entertainment Liabilities.

(b) For purposes of this Agreement, "***Seaport Entertainment Assets***" means:

(i) all Assets of either Party or any member of its Group included or reflected as Assets of the Seaport Entertainment Group on the Seaport Entertainment Balance Sheet (including cash, cash equivalents or marketable securities on hand or in bonds, and for the avoidance of doubt, such amount shall not be adjusted for (i) any rights offering in connection with the Standby Purchase Agreement or otherwise; or (ii) any drawings under the Credit Agreement following the Effective Time) (the "***Seaport Entertainment Cash***")), subject to any dispositions (or any other change) of such Assets subsequent to the date of the Seaport Entertainment Balance Sheet that would not appear on the Seaport Entertainment Balance Sheet if prepared as of the Effective Date; *provided*, that the amounts set forth on the Seaport Entertainment Balance Sheet with respect to any Assets shall not be treated as minimum amounts or limitations on the amount of such Assets that are included in the definition of Seaport Entertainment Assets pursuant to this clause (i);

(ii) all Assets of either Party or any member of its Group as of the Effective Time that are of a nature or type that would have resulted in such Assets being included as Assets of Seaport Entertainment or members of the Seaport Entertainment Group as of the Effective Time if a balance sheet, notes and subledgers were to be prepared on a basis consistent with the determination of the Assets included on the Seaport Entertainment Balance Sheet (with no adjustment for (i) any rights offering in connection with the Standby Purchase Agreement or otherwise; or (ii) any drawings under the Credit Agreement following the Effective Time), it being understood that (x) the Seaport Entertainment Balance Sheet and the Trial Balance (prepared in accordance with Section 2.2) shall be used to determine the types of, and methodologies used to determine, those Assets that are included in the definition of Seaport Entertainment Assets pursuant to this clause (ii) and (y) the amounts set forth on the Seaport Entertainment Balance Sheet with respect to any Assets shall not be treated as minimum amounts or limitations on the amount of such Assets that are included in the definition of Seaport Entertainment Assets pursuant to this clause (ii);

(iii) all issued and outstanding capital stock or other equity securities of the Persons set forth on Schedule 2.1(b)(iii) owned by either Party or a member of its respective Group as of the Effective Time;

(iv) all Seaport Entertainment Contracts and all rights, interests or claims of either Party or any member of its respective Group thereunder as of the Effective Time;

(v) all Seaport Entertainment Intellectual Property and all rights, interests or claims of either Party or any member of its respective Group thereunder as of the Effective Time, including the right to sue and recover for past, present, and future infringement, misappropriation, dilution or other violations of any such Seaport Entertainment Intellectual Property, all rights in or to the foregoing provided by international treaties and conventions, and all other rights, priorities and privileges accruing thereunder or pertaining thereto throughout the world;

(vi) all Seaport Entertainment Leases and all rights, interests or claims of either Party or any member of its respective Group thereunder as of the Effective Time;

(vii) all Seaport Entertainment Permits and all rights, interests or claims of either Party or any member of its respective Group thereunder as of the Effective Time;

(viii) without limiting the generality of clauses (i) and (ii), all Seaport Entertainment Properties, together with all buildings, fixtures and improvements erected thereon and easements and access rights related thereto;

(ix) all rights, claims, demands, causes of action, judgments, decrees and rights to indemnity or contribution, whether absolute or contingent, contractual or otherwise, in favor of HHH or any of its Subsidiaries exclusively related to the Seaport Entertainment Business, including the right to sue, recover and retain such recoveries and the right to continue in the name of any member of the Seaport Entertainment Group any pending actions relating to the foregoing, and to recover and retain any damages therefrom;

(x) all Business Records exclusively related to the Seaport Entertainment Business (the "***Seaport Entertainment Business Records***");

(xi) all Personal Information in the form of Tangible Information exclusively related to the Seaport Entertainment Business (the "***Seaport Entertainment Personal Information***");

(xii) all Assets of either Party or any member of its respective Group as of the Effective Time that are expressly provided by this Agreement or any Ancillary Agreement as Assets to be transferred to any member of the Seaport Entertainment Group; and

(xiii) all assets set forth on Schedule 2.1(b)(xiii).

Notwithstanding the foregoing, the Seaport Entertainment Assets shall not in any event include any Asset referred to in Section 2.1(c).

(c) For purposes of this Agreement, "***HHH Assets***" means all Assets of either Party or the members of its Group as of the Effective Time, other than the Seaport Entertainment Assets, including:

(i) all Assets of either Party or any member of its respective Group as of the Effective Time that are expressly contemplated by this Agreement or any Ancillary Agreement as Assets to be retained by any member of the HHH Group;

(ii) all Contracts of either Party or any member of its respective Group and all rights, interests or claims of either Party or any member of its respective Group thereunder as of the Effective Time other than the Seaport Entertainment Contracts;

(iii) all Intellectual Property of either Party or any member of its respective Group and all rights, interests or claims of either Party or any member of its respective Group thereunder as of the Effective Time, including the HHH Marks, but excluding the Seaport Entertainment Intellectual Property;

(iv) all Permits of either Party or any member of its Group and all rights, interests or claims of either Party or any member of its respective Group thereunder as of the Effective Time other than the Seaport Entertainment Permits;

(v) any Contract granting a party the right to lease, sublease, use or otherwise occupy any real property and all rights, interests or claims of either Party or any member of its respective Group thereunder as of the Effective Time other than the Seaport Entertainment Leases;

(vi) all real property owned by either Party or any member of its respective Group thereunder as of the Effective Time together with all buildings, fixtures and improvements erected thereon, other than the Seaport Entertainment Properties together with all buildings, fixtures and improvements erected thereon and easements and access rights related thereto ("***HHH Properties***");

(vii) all cash, cash equivalents and marketable securities on hand or in banks, other than Seaport Entertainment Cash;

(viii) all Business Records other than the Seaport Entertainment Business Records;

(ix) all Personal Information in the form of Tangible Information other than the Seaport Entertainment Personal Information; and

(x) all assets set forth on Schedule 2.1(c)(x).

(d) For purposes of this Agreement, "***Seaport Entertainment Liabilities***" means any and all Liabilities relating to, arising out of or resulting from the actions, inactions, events, occurrences, accidents, incidents, omissions, conditions, facts or circumstances occurring or existing prior to, at or after the Effective Time (whether or not such Liabilities cease being contingent, mature, become known, are asserted or foreseen, or accrue, in each case before, at or after the Effective Time), in each case to the extent that such Liabilities relate to, arise out of or result from the Seaport Entertainment Business or a Seaport Entertainment Asset, including:

(i) all Liabilities included or reflected as liabilities or obligations of Seaport Entertainment or the members of the Seaport Entertainment Group on the Seaport Entertainment Balance Sheet, subject to any discharge of (or any other change to) such Liabilities subsequent to the date of the Seaport Entertainment Balance Sheet that would not appear on the Seaport Entertainment Balance Sheet if prepared as of the Effective Date; *provided,* that the amounts set forth on the Seaport Entertainment Balance Sheet with respect to any Liabilities shall not be treated as minimum amounts or limitations on the amount of such Liabilities that are included in the definition of Seaport Entertainment Liabilities pursuant to this clause (i);

(ii) all Liabilities as of the Effective Time that are of a nature or type that would have resulted in such Liabilities being included or reflected as liabilities or obligations of Seaport Entertainment or the members of the Seaport Entertainment Group as of the Effective Time if a balance sheet, notes and subledgers were to be prepared on a basis consistent with the determination of the Liabilities included on the Seaport Entertainment Balance Sheet, it being understood that (x) the Seaport Entertainment Balance Sheet and the Trial Balance (prepared in accordance with Section 2.2) shall be used to determine the types of, and methodologies used to determine, those Liabilities that are included in the definition of Seaport Entertainment Liabilities pursuant to this clause (ii) and (y) the amounts set forth on the Seaport Entertainment Balance Sheet with respect to any Liabilities shall not be treated as minimum amounts or limitations on the amount of such Liabilities that are included in the definition of Seaport Entertainment Liabilities pursuant to this clause (ii);

(iii) any and all Liabilities that are expressly provided by this Agreement or any Ancillary Agreement as Liabilities to be assumed by Seaport Entertainment or any other member of the Seaport Entertainment Group, and all agreements, obligations and Liabilities of any member of the Seaport Entertainment Group under this Agreement or any of the Ancillary Agreements;

(iv) all Liabilities based upon, relating to or arising from the Seaport Entertainment Contracts;

(v) all Liabilities based upon, relating to or arising from Intellectual Property to the extent used or held for use in the Seaport Entertainment Business;

(vi) all Liabilities based upon, relating to or arising from the Seaport Entertainment Permits;

(vii) all Liabilities with respect to terminated, divested or discontinued businesses, Assets or operations that were of such a nature that they would be or would have been part of the Seaport Entertainment Business had they not been terminated, divested or discontinued (regardless of whether they ever operated under the "Seaport Entertainment" name), and all Liabilities of HHH related thereto unless such Liabilities are expressly retained by HHH pursuant to the terms of this Agreement or the Ancillary Agreements;

(viii) all Liabilities based upon, relating to or arising from all Seaport Entertainment Leases;

(ix) all Liabilities with respect to the Seaport Entertainment Properties;

(x) all Environmental Liabilities arising prior to, at or after the Effective Time to the extent relating to, arising out of or resulting from (i) the past, present or future operation, conduct or actions of the Seaport Entertainment Business (including at any properties that were previously owned or operated in connection with the Seaport Entertainment Business and any off-site locations at which or to which the Seaport Entertainment Business disposed of, transported, or arranged for the treatment, storage, handling, disposal or transportation of, any Hazardous Materials), (ii) the past, present or future ownership or use of the Seaport Entertainment Assets, or (iii) the Seaport Entertainment Properties, including all Liabilities arising out of the matters set forth on Schedule 2.1(d)(x) (collectively, the "***Seaport Entertainment Environmental Liabilities***");

(xi) all Liabilities arising out of or resulting from claims made by any Third Party (including HHH's or Seaport Entertainment's respective directors, officers, shareholders, employees and agents) against any member of the HHH Group or the Seaport Entertainment Group to the extent relating to, arising out of or resulting from the Seaport Entertainment Business or the Seaport Entertainment Assets or the other business, operations, activities or Liabilities referred to in clauses (i) through (xi) above;

(xii) all Liabilities set forth on Schedule 2.1(d)(xii).

(e) For the purposes of this Agreement, "***HHH Liabilities***" means the following Liabilities of either Party or the members of its respective Group:

(i) all Liabilities that are expressly provided by this Agreement or any Ancillary Agreement as Liabilities to be assumed or retained by HHH or any other member of the HHH Group, and all agreements, obligations and Liabilities of any member of the HHH Group under this Agreement or any of the Ancillary Agreements;

(ii) all Liabilities to the extent (and only to the extent) based upon, relating to or arising from the operation or conduct of the HHH Business, including all such Liabilities arising out of the matters set forth on Schedule 2.1(e)(ii), but excluding in all circumstances the Seaport Entertainment Liabilities;

(iii) all Liabilities with respect to the HHH Properties, but excluding in all circumstances the Seaport Entertainment Environmental Liabilities; and

(iv) all Liabilities arising out of or resulting from claims made by any Third Party (including HHH's or Seaport Entertainment's respective directors, officers, shareholders, current and former employees and agents) against any member of the HHH Group or the Seaport Entertainment Group to the extent relating to, arising out of or resulting from the HHH Business or the HHH Assets or the Liabilities referred to in clauses (i) and (ii) above (whether such claims arise, in each case before, at or after the Effective Time), but excluding in all circumstances the Seaport Entertainment Environmental Liabilities.

(f) HHH and its Subsidiaries hereby waive compliance by each and every member of the HHH Group with the requirements and provisions of any "bulk-sale" or "bulk-transfer" Laws of any jurisdiction that may otherwise be applicable with respect to the transfer or sale of any or all of the Seaport Entertainment Assets to any member of the Seaport Entertainment Group.

2.2 **Trial Balance.**

(a) Not less than two (2) Business Days prior to the anticipated Effective Time, HHH shall prepare and deliver to Seaport Entertainment a trial balance of the Seaport Entertainment Business assets and liabilities as of the latest reasonably available date (the "***Trial Balance***").

(b) The Trial Balance shall be used as a reference for the purpose of determining any Assets or Liabilities referred to in this Article II as of the Effective Time.

2.3 **Closing Balance Sheet.** No later than 90 days following the Effective Date, HHH shall prepare and deliver to Seaport Entertainment an unaudited consolidated balance sheet of the Seaport Entertainment Group as of the Effective Time that is prepared in accordance with GAAP, and using the same accounting procedures used to prepare the Seaport Entertainment Balance Sheet, and shall be binding on the Parties absent manifest error.

2.4 **Nonassignable Contracts and Permits**. Notwithstanding anything to the contrary contained herein, this Agreement shall not constitute an agreement to assign any Asset or Liability if an assignment or attempted assignment of the same without the consent of another Person would constitute a breach thereof or in any way impair the rights of a Party thereunder or give to any third party any rights with respect thereto. If any such consent is not obtained or if an attempted assignment would be ineffective or would impair such party's rights under any such Asset or Liability so that the party entitled to the benefits and responsibilities of such purported transfer (the "***Intended Transferee***") would not receive all such rights and responsibilities, then (a) the party purporting to make such transfer (the "***Intended Transferor***") shall use commercially reasonable and diligent efforts to promptly provide or cause to be provided to the Intended Transferee, to the extent permitted by Law, the benefits or burdens, as applicable, as well as written notice of any such benefits or burdens, as applicable, of any such Asset or Liability and the Intended Transferor shall promptly pay or cause to be paid to the Intended Transferee when received all moneys received by the Intended Transferor with respect to any such Asset and (b) in consideration thereof the Intended Transferee shall pay, perform and discharge on behalf of the Intended Transferor all of the Intended Transferor's Liabilities thereunder in a timely manner and in accordance with the terms thereof which it may do without breach and, at the Intended Transferor's request, the Intended Transferee shall promptly reimburse or prepay (at the Intended Transferor's election) the Intended Transferor for all amounts paid or due by the Intended Transferor on behalf of the Intended Transferee with respect to such non-assignable Asset or Liability. In addition, the Intended Transferor and the Intended Transferee shall each take such other actions as may be reasonably requested by the other Party in order to place the other Party, insofar as reasonably possible, in the same position as if such Asset had been transferred as contemplated hereby and so all the benefits and burdens relating thereto, including possession, use, risk of loss, Liability, potential for gain and dominion, control and command, shall inure to the Intended Transferee. Without limiting the generality of the

foregoing, each of the Parties shall, and shall cause the members of its respective Group to, (i) treat for all Tax purposes any such Asset or Liability as having been transferred to and owned by the Intended Transferee not later than the Effective Time and (ii) neither report nor take any Tax position (on a Tax Return or otherwise) inconsistent with such treatment (unless required by a change in applicable Tax Law or good faith resolution of any audit, review, examination, contest, litigation, investigation or any other administrative or judicial proceeding with the purpose or effect of redetermining Taxes (including any administrative or judicial review of any claim for refund)). If and when such consents and approvals are obtained, the transfer of the applicable Asset shall be effected in accordance with the terms of this Agreement insofar as is reasonably possible (taking into account any applicable restrictions or considerations, in each case relating to the contemplated Tax treatment of the transactions contemplated hereby).

2.5 **Termination of Intercompany Agreements**.

(a) Except as set forth in Section 2.5(b), in furtherance of the releases and other provisions set forth in Article III, HHH and each member of the HHH Group, on the one hand, and Seaport Entertainment and each member of the Seaport Entertainment Group, on the other hand, hereby terminate any and all (i) Intercompany balances and accounts arising out of Intercompany Indebtedness, whether or not in writing, between or among HHH or any member of the HHH Group or any entity that shall be a member of the HHH Group as of the Effective Time, on the one hand, and Seaport Entertainment or any other member of the Seaport Entertainment Group, on the other hand, effective as of the Effective Time, such that no Party or any member of its Group shall have any continuing obligation with respect thereto and otherwise in such a manner as HHH shall determine in good faith (including by means of dividends, distributions, contribution, repayment of intercompany debt, increasing or decreasing of cash pool balances or otherwise), and (ii) all Intercompany agreements, arrangements, commitments or understandings, including all obligations to provide goods, services or other benefits, whether or not in writing, between or among HHH or any member of the HHH Group, on the one hand, and Seaport Entertainment or any member of the Seaport Entertainment Group, on the other hand (other than with respect to each of those Intercompany arrangements as set forth in Section 2.5(b), and with respect to any Intercompany agreements, arrangements, commitments or understandings relating to any Seaport Entertainment Financing Arrangement, which shall not terminate and shall remain in place as of and following the Effective Time), without further payment or performance such that no party thereto shall have any further obligations therefor or thereunder. No such terminated balance, account, agreement, arrangement, commitment or understanding (including any provision thereof which purports to survive termination) shall be of any further force or effect after the Effective Time. Each Party shall, at the reasonable request of any other Party, take, or cause to be taken, such other actions as may be necessary to effect the foregoing.

(b) The provisions of Section 2.5(a) shall not apply to any of the following agreements, arrangements, commitments or understandings (or to any of the provisions thereof), and as such all of the following agreements, arrangements, commitments or understandings shall not terminate and shall remain in place as of and following the Effective Time:

(i) this Agreement and the Ancillary Agreements (and each other agreement or instrument expressly contemplated by this Agreement or any Ancillary Agreement to be entered into by any of the Parties or any of the members of their respective Groups, including, for the avoidance of doubt, those agreements and instruments entered into in connection with the Seaport Entertainment Financing Arrangements);

(ii) any agreements, arrangements, commitments or understandings filed as an exhibit, whether in preliminary or final form, to the Form 10 or otherwise listed or described on Schedule 2.5(b)(ii);

(iii) any agreements, arrangements, commitments or understandings to which any Person other than the Parties and the members of their respective Groups is a party (it being understood that to the extent that the rights and obligations of the Parties and the members of their respective Groups under any such agreements, arrangements, commitments or understandings constitute Seaport Entertainment Assets, HHH Assets, Seaport Entertainment Liabilities or HHH Liabilities, they shall be assigned pursuant to Section 2.1(a) to the extent they are not already held by a member of the applicable Group);

(iv) any Shared Contracts; and

(v) any other agreements, arrangements, commitments or understandings that this Agreement or any Ancillary Agreement expressly contemplates shall survive the Effective Time.

(c) Each Intercompany balance and account (other than such balances and accounts, which are cancelled pursuant to Section 2.5(a)) outstanding immediately prior to the Effective Time shall be net settled and paid as of the Effective Time within ninety (90) days of the Effective Time by the Party (or the member of its Group) owing such net amount; *provided, however*, that any receivable or payable arising pursuant to an agreement, arrangement or understanding described in clauses (i), or (iii) of Section 2.5(b) shall not be included in such net settlement and shall instead be settled in accordance with the terms of such agreement, arrangement or understanding (but in no event later than ninety (90) days after the Effective Time) by the Party (or the member of its Group) owing such net amount.

2.6 **Treatment of Shared Contracts and Shared Permits**. Subject to applicable Law and except as otherwise provided in any Ancillary Agreement, and without limiting the generality of the obligations set forth in Section 2.1, unless the Parties otherwise agree or the benefits of any Contract or Permit described in this Section 2.6 are expressly conveyed to the applicable Party pursuant to this Agreement or an Ancillary Agreement, (a) any Contract entered into by a member of the HHH Group or the Seaport Entertainment Group with a third party that is not a Seaport Entertainment Asset, but pursuant to which a member of the Seaport Entertainment Group, as of the Effective Time, has been provided certain revenues or other benefits or incurred any Liability (any such Contract, a "***Shared Contract***") and (b) any Permit set forth on Schedule 2.6(b) (any such permit, a "***Shared Permit***"), in each case, shall not be assigned in relevant part to the applicable members of the Seaport Entertainment Group or amended to give the relevant members of the Seaport Entertainment Group any entitlement to

such rights and benefits thereunder; *provided, however*, that the Parties shall, and shall cause each of the members of their respective Groups to, take such other reasonable and permissible actions to cause to the extent permitted under applicable Law: (i) the relevant member of the Seaport Entertainment Group to receive the rights and benefits previously provided in the ordinary course of business, consistent with past practice, pursuant to such Shared Contract or Shared Permit; and (ii) the relevant member of the Seaport Entertainment Group to bear the burden of the applicable Liabilities under such Shared Contract or Shared Permit. Notwithstanding the foregoing, no member of the HHH Group shall be required by this Section 2.6 to maintain in effect any Shared Contract or Shared Permit, and no member of the Seaport Entertainment Group shall have any approval or other rights with respect to any amendment, termination or other modification of any Shared Contract or Shared Permit.

2.7 **Bank Accounts; Cash Balances; Misdirected Payments**.

(a) Each Party agrees to take, or cause the applicable members of its respective Group to take, at the Effective Time (or such earlier time as the Parties may agree), all actions necessary to amend or substitute all Contracts governing each bank and brokerage account, including lockbox accounts, owned by HHH or any other member of the HHH Group (collectively, the "***HHH Accounts***") so that such HHH Accounts, if currently linked (whether by automatic withdrawal, automatic deposit or any other authorization to transfer funds from or to, hereinafter "linked") to any bank or brokerage account, including lockbox accounts, owned by any member of the Seaport Entertainment Group (collectively, the "***Seaport Entertainment Accounts***") are de-linked from the Seaport Entertainment Accounts.

(b) Each Party agrees to take, or cause the applicable members of its respective Group to take, at the Effective Time (or such earlier time as the Parties may agree), all actions necessary to amend or substitute all Contracts governing the Seaport Entertainment Accounts so that such Seaport Entertainment Accounts, if currently linked to a HHH Account, are de-linked from the HHH Accounts.

(c) It is intended that, following consummation of the actions contemplated by Sections 2.7(a) and 2.7(b), there shall be in place a centralized cash management process pursuant to which (i) the HHH Accounts shall be managed centrally and funds collected shall be transferred into one or more centralized accounts maintained by HHH and (ii) the Seaport Entertainment Accounts shall be managed centrally and funds collected shall be transferred into one or more centralized accounts maintained by Seaport Entertainment. Prior to the Effective Time, in connection with the Distribution, HHH will contribute $23.4 million in cash to Seaport Entertainment. Notwithstanding anything in Section 2.1 or this Section 2.7, all cash on hand at any member of the HHH Group or the Seaport Entertainment Group as of the Effective Time, including any restricted cash, if any, held by Seaport Entertainment Group as of the Effective Time, shall be assigned, transferred or paid over to or retained by HHH. Any cash in the Seaport Entertainment Accounts after the Effective Time that belongs to any member of the HHH Group shall be transferred by the applicable member of the Seaport Entertainment Group to any member of the HHH Group designated by HHH. Any cash in the HHH Accounts after the Effective Time that belongs to any member of the Seaport Entertainment Group shall be

transferred by the applicable member of the HHH Group to any member of the Seaport Entertainment Group designated by Seaport Entertainment.

(d) With respect to any outstanding checks issued or payments initiated by HHH, Seaport Entertainment or any of their respective Group members prior to the Effective Time, such outstanding checks and payments shall be honored following the Effective Time by the Person or Group owning the account on which the check is drawn or from which the payment was initiated. In addition, any outstanding checks or payments issued by a third party for the benefit of HHH, Seaport Entertainment or any of their respective Group members prior to the Effective Time shall be honored following the Effective Time and payment shall be made to the party to whom the check or payment was issued.

(e) With respect to the payments described in Section 2.7(d), in the event that:

(i) Seaport Entertainment or one of its Group members initiates a payment prior to the Effective Time that is honored following the Effective Time, and to the extent such payment relates to the HHH Business, then HHH shall reimburse Seaport Entertainment for such payment as soon as reasonably practicable and in no event later than seven (7) days after such payment is honored; or

(ii) HHH or one of its Group members initiates a payment prior to the Effective Time that is honored following the Effective Time, and to the extent such payment relates to the Seaport Entertainment Business, then Seaport Entertainment shall reimburse HHH for such payment as soon as reasonably practicable and in no event later than seven (7) days after such payment is honored.

(f) Prior to or concurrently with the Effective Time, (i) HHH shall cause all HHH employees to be removed as authorized signatories on all bank accounts maintained by the Seaport Entertainment Group and (ii) Seaport Entertainment shall cause all Seaport Entertainment employees to be removed as authorized signatories on all bank accounts maintained by the HHH Group.

(g) As between Seaport Entertainment and HHH (for purposes of this Section 2.7(g), each a "***Specified Party***") (and the members of their respective Groups), all payments made to and reimbursements received by either Specified Party (or any member of its Group), in each case after the Effective Time, that relate to a business, Asset or Liability of the other Specified Party (or any member of such other Specified Party's Group) (each, a "***Misdirected Payment***"), shall be held in trust by the recipient Specified Party for the use and benefit of the other Specified Party (or member of such other Specified Party's Group entitled thereto) (at the expense of the party entitled thereto). Each Specified Party shall maintain an accounting of any such Misdirected Payments received by such Specified Party or any member of its Group, and the Specified Parties shall have a monthly reconciliation, whereby all such Misdirected Payments received by each Specified Party are calculated and the net amount owed to the other Specified Party (or members of the other Specified Party's Group) shall be paid over to the other Specified Party (for further distribution to the applicable members of such other Specified Party's Group). If at any time the net amount in respect of Misdirected Payments owed to either Specified Party

exceeds $1,000,000, an interim payment of such net amount owed shall be made to the Specified Party entitled thereto within three (3) Business Days of such amount exceeding $1,000,000. Notwithstanding the foregoing, neither Specified Party (nor any of the members of its Group) shall act as collection agent for the other Specified Party (or any of the members of its Group), nor shall either Specified Party (or any members of its Group) act as surety or endorser with respect to non-sufficient funds checks, or funds to be returned in a bankruptcy or fraudulent conveyance action.

2.8 **Seaport Entertainment Financing Arrangements.**

(a) Prior to the Effective Time, Seaport Entertainment entered into the Seaport Entertainment Financing Arrangements. Seaport Entertainment and HHH agree to take all necessary actions to assure that HHH and the other members of the HHH Group are not obligated with respect to the obligations pursuant to the Seaport Entertainment Financing Arrangements as of the Effective Time (or have been released and discharged from such obligations in accordance with the Seaport Entertainment Financing Arrangements no later than the Effective Time), other than with respect to the 250 Water Street Guaranty.

(b) At the Effective Time, HHH and Seaport Entertainment shall enter into a credit agreement, substantially in the form attached hereto as Exhibit B, pursuant to which HHH will agree to make available to SEG a revolving credit facility in the aggregate principal amount of $5,000,000, subject to the terms and conditions set forth therein (the "***Credit Agreement***").

(c) Prior to or at the Effective Time, a member of the Seaport Entertainment Group designated by Seaport Entertainment shall enter into and cause all conditions under the Las Vegas Ballpark Replacement Guaranty to be met, such that the Las Vegas Ballpark Replacement Guaranty shall be effective and that HHH shall have no further obligations under the Las Vegas Ballpark Deed of Trust as at the Effective Time.

2.9 **Misallocated Assets and Liabilities.**

(a) In the event that, at any time from and after the Effective Time, either Party discovers that it or another member of its Group is the owner of, receives or otherwise comes to possess or benefit from any Asset (including the receipt of payments made pursuant to Contracts and proceeds from accounts receivable with respect to such Asset) that should have been allocated to a member of the other Group pursuant to this Agreement or any Ancillary Agreement (except in the case of any deliberate acquisition of Assets from a member of the other Group for value subsequent to the Effective Time), insofar as is reasonably possible (taking into account any applicable restrictions or considerations, in each case relating to the contemplated Tax treatment of the transactions contemplated hereby), such Party shall promptly transfer, or cause to be transferred, such Asset to such member of the other Group, and such member of the other Group shall accept such Asset for no further consideration other than that set forth in this Agreement and such Ancillary Agreement. Prior to any such transfer, such Asset shall be held in accordance with Section 2.4.

(b) In the event that, at any time from and after the Effective Time, either Party discovers that it or another member of its Group is liable for any Liability that should have been allocated to a member of the other Group pursuant to this Agreement or any Ancillary Agreement (except in the case of any deliberate assumption of Liabilities from a member of the other Group for value subsequent to the Effective Time), insofar as is reasonably possible (taking into account any applicable restrictions or considerations, in each case relating to the contemplated Tax treatment of the transactions contemplated hereby), such Party shall promptly transfer, or cause to be transferred, such Liability to such member of the other Group and such member of the other Group shall assume such Liability for no further consideration than that set forth in this Agreement and such Ancillary Agreement. Prior to any such assumption, such Liabilities shall be held in accordance with Section 2.4.

2.10 **Disclaimer of Representations and Warranties**. EACH OF HHH (ON BEHALF OF ITSELF AND EACH MEMBER OF THE HHH GROUP) AND SEAPORT ENTERTAINMENT (ON BEHALF OF ITSELF AND EACH MEMBER OF THE SEAPORT ENTERTAINMENT GROUP) UNDERSTANDS AND AGREES THAT, EXCEPT AS EXPRESSLY SET FORTH HEREIN OR IN ANY ANCILLARY AGREEMENT, NO PARTY TO THIS AGREEMENT, ANY ANCILLARY AGREEMENT OR ANY OTHER AGREEMENT OR DOCUMENT CONTEMPLATED BY THIS AGREEMENT, ANY ANCILLARY AGREEMENT OR OTHERWISE, IS REPRESENTING OR WARRANTING IN ANY WAY AS TO THE ASSETS, BUSINESSES OR LIABILITIES TRANSFERRED, ASSUMED OR LICENSED AS CONTEMPLATED HEREBY OR THEREBY (INCLUDING, WITHOUT LIMITATION, ANY ASSETS, BUSINESSES OR LIABILITIES TRANSFERRED, ASSUMED OR LICENSED UNDER THIS ARTICLE II AND ARTICLE III), AS TO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AS TO ANY CONSENTS OR APPROVALS REQUIRED IN CONNECTION THEREWITH, AS TO THE VALUE OR FREEDOM FROM ANY SECURITY INTERESTS OF, OR ANY OTHER MATTER CONCERNING, ANY ASSETS OF SUCH PARTY, AS TO, IN THE CASE OF INTELLECTUAL PROPERTY, NON-INFRINGEMENT OR ANY WARRANTY THAT ANY SUCH INTELLECTUAL PROPERTY IS "ERROR FREE," OR AS TO THE ABSENCE OF ANY DEFENSES OR RIGHT OF SET-OFF OR FREEDOM FROM COUNTERCLAIM WITH RESPECT TO ANY CLAIM OR OTHER ASSET, INCLUDING ANY ACCOUNTS RECEIVABLE, OF ANY PARTY, OR AS TO THE LEGAL SUFFICIENCY OF ANY ASSIGNMENT, DOCUMENT OR INSTRUMENT DELIVERED HEREUNDER TO CONVEY TITLE TO ANY ASSET OR THING OF VALUE UPON THE EXECUTION, DELIVERY AND FILING HEREOF OR THEREOF. EXCEPT AS MAY EXPRESSLY BE SET FORTH HEREIN OR IN ANY ANCILLARY AGREEMENT, ALL SUCH ASSETS ARE BEING TRANSFERRED OR LICENSED, AS APPLICABLE, ON AN "AS IS," "WHERE IS" BASIS (AND, IN THE CASE OF ANY REAL PROPERTY, EXCEPT AS OTHERWISE AGREED, BY MEANS OF A QUITCLAIM DEED OR CONVEYANCE) AND THE RESPECTIVE TRANSFEREES SHALL BEAR THE ECONOMIC AND LEGAL RISKS THAT (I) ANY CONVEYANCE WILL PROVE TO BE INSUFFICIENT TO VEST IN THE TRANSFEREE GOOD AND MARKETABLE TITLE, FREE AND CLEAR OF ANY SECURITY INTEREST, AND (II) ANY NECESSARY APPROVALS OR NOTIFICATIONS

ARE NOT OBTAINED OR MADE OR THAT ANY REQUIREMENTS OF LAWS OR JUDGMENTS ARE NOT COMPLIED WITH.

ARTICLE III.
COMPLETION OF THE DISTRIBUTION

3.1 **Actions Prior to the Distribution**. At or prior to the Effective Time, subject to the terms and conditions set forth herein, the Parties shall take, or cause to be taken, the following actions in connection with the Distribution:

(a) *Notice to NYSE*. HHH shall, to the extent possible, give the NYSE not less than ten (10) days' advance notice of the Record Date in compliance with Rule 10b-17 under the Exchange Act.

(b) *Securities Law Matters*. Seaport Entertainment shall file with the SEC any amendments or supplements to the Form 10 as may be necessary or advisable in order to cause the Form 10 to become and remain effective as required by the SEC or federal, state or other applicable securities Laws. HHH and Seaport Entertainment shall cooperate in preparing, filing with the SEC and causing to become effective registration statements or amendments thereof which are required to reflect the establishment of, or amendments to, any employee benefit and other plans necessary or advisable in connection with the transactions contemplated by this Agreement and the Ancillary Agreements. HHH and Seaport Entertainment shall take all such action as may be necessary or advisable under the securities or "blue sky" Laws of the United States (and any comparable Laws under any non-U.S. jurisdiction) in connection with the transactions contemplated by this Agreement and the Ancillary Agreements.

(c) *Availability of Information Statement*. HHH shall, as soon as is reasonably practicable after the Form 10 is declared effective under the Exchange Act and the HHH Board has approved the Distribution, cause a notice of internet availability of the Information Statement to be mailed to the Record Holders, and cause the Information Statement to be posted on the internet.

(d) *The Distribution Agent*. HHH shall enter into a distribution agent agreement with the Agent or otherwise provide instructions to the Agent regarding the Distribution.

(e) *Stock-Based Incentive Plans*. At or prior to the Effective Time, HHH and Seaport Entertainment shall take all actions as may be necessary to approve any applicable awards under the stock-based incentive plans of Seaport Entertainment in order to satisfy the requirements of Rule 16b-3 under the Exchange Act and the applicable rules and regulations of the NYSE.

(f) *Amended and Restated Articles of Incorporation*. HHH and Seaport Entertainment shall take all necessary action that may be required to provide for the adoption by Seaport Entertainment of the Amended and Restated Articles of Incorporation of Seaport Entertainment substantially in the form attached hereto as Exhibit A (the "***Seaport Entertainment Articles of Incorporation***").

(g) *Officers and Directors*. At the Effective Time, the Parties shall take all necessary action so that, as of the Effective Time, the executive officers and directors of Seaport Entertainment will be as set forth in the Information Statement.

(h) *Satisfying Conditions to the Distribution*. HHH and Seaport Entertainment shall cooperate to cause the conditions to the Distribution set forth in Section 3.3 to be satisfied and to effect the Distribution at the Effective Time.

3.2 **Effecting the Distribution**.

(a) *Delivery of Seaport Entertainment Stock*. On or prior to the Distribution Date, HHH shall deliver to the Agent, for the benefit of the Record Holders, duly executed transfer forms for such number of the outstanding shares of Seaport Entertainment Stock as is necessary to effect the Distribution.

(b) *Distribution of Stock and Cash*. HHH shall instruct the Agent to distribute, as soon as practicable following the Effective Time, to each Record Holder the following: (i) one share of Seaport Entertainment Stock for every nine shares of HHH Stock held by such Record Holder as of the Record Date and (ii) cash, if applicable, in lieu of fractional shares obtained in the manner provided in Section 3.2(c). All of the shares of Seaport Entertainment Stock distributed will be validly issued, fully paid and non-assessable.

(c) *No Fractional Shares*. No fractional shares shall be distributed or credited to book-entry accounts in connection with the Distribution. As soon as practicable after the Effective Time, HHH shall direct the Agent to determine the number of whole shares and fractional shares of Seaport Entertainment Stock allocable to each holder of record or beneficial owner of HHH Stock as of the Record Date, to aggregate all such fractional shares and to sell the whole shares obtained thereby in open market transactions (with the Agent, in its sole and absolute discretion, determining when, how and through which broker-dealer and at what price to make such sales), and to cause to be distributed to each such holder or for the benefit of each such beneficial owner, in lieu of any fractional share, such holder's or owner's ratable share of the proceeds of such sale, after deducting any Taxes required to be withheld and after deducting an amount equal to all brokerage charges, commissions and transfer Taxes attributed to such sale. Neither HHH nor Seaport Entertainment shall be required to guarantee any minimum sale price for the fractional shares of Seaport Entertainment Stock. Neither HHH nor Seaport Entertainment shall be required to pay any interest on the proceeds from the sale of fractional shares.

(d) *Beneficial Owners*. Solely for purposes of computing fractional share interests pursuant to Section 3.2(c), the beneficial owner of HHH Stock held of record in the name of a nominee in any nominee account shall be treated as the holder of record with respect to such shares.

(e) *Transfer Authorizations*. Seaport Entertainment agrees to update its register of members in relation to the transfers of Seaport Entertainment Stock that HHH or the Agent shall require in order to effect the Distribution.

(f) *Treatment of Seaport Entertainment Stock*. Until the Seaport Entertainment Stock is duly transferred in accordance with this Section 3.2 and applicable Law, from and after the Effective Time, Seaport Entertainment will regard the Persons entitled to receive such Seaport Entertainment Stock as record holders of Seaport Entertainment Stock in accordance with the terms of the Distribution without requiring any action on the part of such Persons. Seaport Entertainment and HHH agree that from and after the Effective Time each such holder will be entitled to receive all dividends payable on, and exercise voting rights and all other rights and privileges with respect to, the Seaport Entertainment Stock then deemed to be held by such holder.

3.3 **Conditions to the Distribution**. The consummation of the Distribution shall be subject to the satisfaction or waiver by HHH in its sole and absolute discretion, of the following conditions:

(a) *Approval by HHH Board*. This Agreement and the transactions contemplated hereby, including the declaration of the Distribution shall have been approved by the HHH Board, and such approval shall not have been withdrawn.

(b) *Approval by Seaport Entertainment Board*. This Agreement and the transactions contemplated hereby, including the Distribution, shall have been approved by the Seaport Entertainment Board, and such approval shall not have been withdrawn.

(c) *Effectiveness of Form 10; Availability of Information Statement*. The Form 10 registering the Seaport Entertainment Stock shall be effective under the Exchange Act, with no stop order in effect with respect thereto, and the notice of internet availability of the Information Statement included therein shall have been mailed to Record Holders as of the Record Date, and the Information Statement shall have been posted on the internet.

(d) *Listing on NYSE*. The Seaport Entertainment Stock to be distributed to the HHH shareholders in the Distribution shall have been accepted for listing on the NYSE, subject to official notice of distribution.

(e) *Securities Laws*. The actions and filings necessary or appropriate under applicable securities Laws in connection with the Distribution shall have been taken or made, and, where applicable, have become effective or been accepted by the applicable Governmental Authority.

(f) *Completion of the Separation*. The Separation shall have been completed and as of the Effective Time, HHH and the other members of the HHH Group shall have no further Liability whatsoever under the Seaport Entertainment Financing Arrangements (including in connection with any guarantees provided by any member of the HHH Group), other than in connection with the 250 Water Street Guaranty and the Credit Facility.

(g) *Distribution Agent Agreement.* HHH will have entered into a distribution agent agreement with, or provided instructions regarding the Distribution to, the Agent.

(h) *Execution of Ancillary Agreements*. Each of the Ancillary Agreements shall have been duly executed and delivered by the parties thereto.

(i) *Governmental Approvals*. All material Governmental Approvals, other than with respect to the Shared Permits, necessary to consummate the Distribution and to permit the operation of the HHH Business and the Seaport Entertainment Business after the Effective Time, in each case, substantially as conducted on the date hereof, shall have been obtained and be in full force and effect.

(j) *No Order or Injunction*. No order, injunction or decree issued by any court or agency of competent jurisdiction or other legal restraint or prohibition preventing the consummation of the Distribution or any of the related transactions shall be in effect, and no other event outside the control of HHH shall have occurred or failed to occur that prevents the consummation of the Distribution or any of the related transactions.

(k) *No Circumstances Making Distribution Inadvisable*. No events or developments shall have occurred or exist that, in the judgment of the HHH Board, in its sole and absolute discretion, make it inadvisable to effect the Distribution or the other transactions contemplated hereby, or would result in the Distribution or the other transactions contemplated hereby not being in the best interest of HHH or its shareholders.

(l) *Tax Treatment of the Distribution*. HHH shall have received an opinion of Latham & Watkins LLP regarding the qualification of the Distribution as a distribution under Section 355 of the Code, in form and substance satisfactory to HHH in its sole and absolute discretion.

(m) *Standby Purchase Agreement*. Prior to or on the Distribution Date, the Seaport Entertainment Standby Purchase Agreement shall have been duly executed and delivered by all parties to that Agreement.

(n) *Financing Arrangements:* Prior to or on the Distribution Date, Seaport Entertainment and HHH and each member of the Seaport Entertainment Group designated by Seaport Entertainment shall cause all conditions under the Seaport Entertainment Financing Arrangements to the availability of the funding and release of funds to Seaport Entertainment to be satisfied.

(o) *Approval by MLB Professional Development Leagues*: This Agreement and the transactions contemplated hereby, including the Distribution, shall have been approved by the MLB Professional Development Leagues, LLC (the "**MLB PDL**"), and such approval shall not have been withdrawn.

3.4 **Sole Discretion**. The foregoing conditions are for the sole benefit of HHH and shall not give rise to or create any duty on the part of HHH or the HHH Board to waive or not waive such conditions or in any way limit HHH's right to terminate this Agreement as set forth in Article VIII or alter the consequences of any such termination from those specified in such

Article. Any determination made by the HHH Board prior to the Distribution concerning the satisfaction or waiver of any or all of the conditions set forth in Section 3.3 shall be conclusive.

ARTICLE IV.
DISPUTE RESOLUTION

4.1 **General Provisions**.

(a) Any dispute, controversy or claim arising out of or relating to this Agreement or the Ancillary Agreements, including with respect to (i) the validity, interpretation, performance, breach or termination thereof or (ii) whether any Asset or Liability not specifically characterized in this Agreement or its Schedules, whose proper characterization is disputed, is a Seaport Entertainment Asset, HHH Asset, Seaport Entertainment Liability or HHH Liability, shall be resolved in accordance with the procedures set forth in this Article IV (a "***Dispute***"), which shall be the sole and exclusive procedures for the resolution of any such Dispute unless otherwise specified in this Article IV or Article V; *provided*, *however*, notwithstanding the foregoing, this Article IV shall not apply to any Ancillary Agreement regarding the lease or sublease of real property following an assignment of such agreement or any of the rights or obligations thereunder to a Third Party.

(b) EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT OR THE ANCILLARY AGREEMENTS IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE IT HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY BASED UPON, RELATING TO OR ARISING FROM THIS AGREEMENT AND ANY OF THE ANCILLARY AGREEMENTS OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT (I) NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE SUCH WAIVER, (II) IT UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF SUCH WAIVER, (III) IT MAKES SUCH WAIVER VOLUNTARILY AND (IV) IT HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 4.1(B).

(c) The specific procedures set forth in this Article IV, including the time limits referenced herein, may be modified by agreement of both of the Parties in writing.

(d) Commencing with the Initial Notice contemplated by Section 4.2, all applicable statutes of limitations and defenses based upon the passage of time shall be tolled while the procedures specified in this Article IV are pending. The Parties shall take any necessary or appropriate action required to effectuate such tolling.

(e) Commencing with the Initial Notice contemplated by Section 4.2, any communications between the Parties or their representatives in connection with the attempted negotiation of any Dispute shall be deemed to have been delivered in furtherance of a Dispute settlement and shall be exempt from disclosure and production, and shall not be admissible into evidence for any reason (whether as an admission or otherwise), in any arbitral or other proceeding for the adjudication of any Dispute; *provided*, that evidence that is otherwise subject to disclosure or admissible shall not be rendered outside the scope of disclosure or inadmissible as a result of its use in the negotiation.

4.2 **Negotiation by Senior Executives**. The Parties shall seek to settle amicably all Disputes by negotiation. The Parties shall first attempt in good faith to resolve the Dispute by negotiation in the normal course of business at the operational level within fifteen (15) days after written notice is received by either Party regarding the existence of a Dispute (the "***Initial Notice***"). If the Parties are unable to resolve the Dispute within such fifteen (15)-day period, the Parties shall attempt in good faith to resolve the Dispute by negotiation between executives designated by the Parties who hold, at a minimum, the office of Senior Vice President and/or General Counsel (such designated executives, the "***Dispute Committee***"). The Parties agree that the members of the Dispute Committee shall have full and complete authority on behalf of their respective Parties to resolve any Disputes submitted pursuant to this Section 4.2. Such Dispute Committee members and other applicable executives shall meet in person or by teleconference or video conference within thirty (30) days of the date of the Initial Notice to seek a resolution of the Dispute. In the event that the Dispute Committee and other applicable executives are unable to agree to a format for such meeting, the meeting shall be convened in person at a mutually acceptable location in New York, New York.

4.3 **Arbitration**.

(a) Any Dispute not finally resolved pursuant to Section 4.2 within sixty (60) days from the delivery of the Initial Notice shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce (the "***ICC Rules***").

(b) Unless otherwise agreed by the Parties in writing, any Dispute to be decided in arbitration hereunder shall be decided (i) before a sole arbitrator if the amount in dispute, inclusive of all claims and counterclaims, totals less than $10,000,000; or (ii) by an arbitral tribunal of three (3) arbitrators if the amount in dispute, inclusive of all claims and counterclaims, is equal to or greater than $10,000,000.

(c) The language of the arbitration shall be English. The place of arbitration shall be New York, New York.

(d) The sole arbitrator or arbitral tribunal shall not award any relief not specifically requested by the Parties and, in any event, shall not award any damages of the types prohibited under Section 9.20.

(e) In addition to the ICC Rules, the Parties agree that the arbitrator(s) and the Parties shall be guided by the IBA Rules on the Taking of Evidence in International Arbitration.

(f) The agreement to arbitrate any Dispute set forth in this Section 4.3 shall continue in full force and effect subsequent to, and notwithstanding the completion, expiration or termination of, this Agreement.

(g) Without prejudice to this binding arbitration agreement, each Party to this Agreement irrevocably and unconditionally submits, for itself and its property, to the nonexclusive jurisdiction of the courts of the State of New York and the federal courts sitting within the State of New York in connection with any post-award proceedings or court proceedings in aid of arbitration that are authorized by the Federal Arbitration Act (9 U.S.C. §§ 1-16) or Article 75 of the New York Civil Practice Law and Rules. Judgment upon any awards rendered by the arbitrator may be entered in any court having jurisdiction thereof. The Parties waive all objections that they may have at any time to the laying of venue of any proceedings brought in such courts, waive any claim that such proceedings have been brought in an inconvenient forum and further waive the right to object with respect to such proceedings that any such court does not have jurisdiction over such Party.

(h) It is the intent of the Parties that the agreement to arbitrate any Dispute set forth in this Section 4.3 shall be interpreted and applied broadly such that all reasonable doubts as to arbitrability of a Dispute shall be decided in favor of arbitration.

(i) The Parties agree that any Dispute submitted to arbitration shall be governed by, and construed and interpreted in accordance with Laws of the State of New York, as provided in Section 7.2 and, except as otherwise provided in this Article IV or mutually agreed to in writing by the Parties, the Federal Arbitration Act, 9 U.S.C. §§ 1 et seq., shall govern any arbitration between the Parties pursuant to this Section 4.3.

(j) The sole arbitrator or arbitral tribunal shall award to the prevailing Party, if any, the costs of the arbitrator or tribunal, expert witness fees, and attorneys' fees reasonably incurred by such prevailing Party or its Affiliates in connection with the arbitration.

(k) The Parties undertake to keep confidential any arbitration conducted under this Article IV, including the existence of the arbitration, all orders and awards in the arbitration, and all materials in the proceedings created for the purpose of the arbitration and all other documents produced by another Party in the proceedings not otherwise in the public domain, save and to the extent that disclosure may be required of a Party by legal duty, to protect or pursue a legal right or to enforce or challenge an award in legal proceedings before a court or other judicial authority.

ARTICLE V.
MUTUAL RELEASES; INDEMNIFICATION; COOPERATION; INSURANCE

5.1 **Release of Claims Prior to Distribution**.

(a) Except as provided in Section 5.1(c), effective as of the Effective Time, HHH does hereby, for itself and each other member of the HHH Group, their respective controlled Affiliates, successors and assigns, and, to the extent permitted by Law, all Persons who at any time prior to the Effective Time have been shareholders, directors, officers, agents or employees

of any member of the HHH Group (in each case, in their respective capacities as such), surrender, relinquish, release and forever discharge (i) Seaport Entertainment, the respective members of the Seaport Entertainment Group, their respective Affiliates, successors and assigns, and (ii) all Persons who at any time prior to the Effective Time have been shareholders, directors, officers, agents or employees of any member of the Seaport Entertainment Group (in each case, in their respective capacities as such), and their respective heirs, executors, administrators, successors and assigns, in each case from (A) all HHH Liabilities whatsoever, (B) all Liabilities arising from, or in connection with, the transactions and all other activities to implement the Separation and Distribution and (C) all Liabilities arising from or in connection with actions, inactions, events, omissions, conditions, facts or circumstances occurring or existing prior to the Effective Time (whether or not such Liabilities cease being contingent, mature, become known, are asserted or foreseen, or accrue, in each case before, at or after the Effective Time), in each case to the extent relating to, arising out of or resulting from the HHH Business, the HHH Assets or HHH Liabilities.

(b) Except as provided in Section 5.1(c), effective as of the Effective Time, Seaport Entertainment does hereby, for itself and each other member of the Seaport Entertainment Group, their respective controlled Affiliates, successors and assigns, and, to the extent permitted by Law, all Persons who at any time prior to the Effective Time have been shareholders, directors, officers, agents or employees of any member of the Seaport Entertainment Group (in each case, in their respective capacities as such), surrender, relinquish, release and forever discharge (i) HHH, the respective members of the HHH Group, their respective Affiliates (other than any member of the Seaport Entertainment Group), successors and assigns, and (ii) all Persons who at any time prior to the Effective Time have been shareholders, directors, officers, agents or employees of any member of the HHH Group (in each case, in their respective capacities as such), and their respective heirs, executors, administrators, successors and assigns, in each case from (A) all Seaport Entertainment Liabilities whatsoever, (B) all Liabilities arising from, or in connection with, the transactions and all other activities to implement the Separation and Distribution and (C) all Liabilities arising from or in connection with actions, inactions, events, omissions, conditions, facts or circumstances occurring or existing prior to the Effective Time (whether or not such Liabilities cease being contingent, mature, become known, are asserted or foreseen, or accrue, in each case before, at or after the Effective Time), in each case of this clause (C), to the extent relating to, arising out of or resulting from the Seaport Entertainment Business, the Seaport Entertainment Assets or the Seaport Entertainment Liabilities.

(c) Nothing contained in Section 5.1(a) or (b) shall impair any right of any Person to enforce this Agreement, any Ancillary Agreement or any agreements, arrangements, commitments or understandings that are specified in Section 2.5(b) or (c) or the applicable schedules hereto as not to terminate as of the Effective Time, in each case in accordance with its terms. Nothing contained in Section 5.1(a) or (b) shall release any Person from:

(i) any Liability provided in or resulting from any agreement among any members of the Seaport Entertainment Group or the HHH Group that is specified in

Section 2.5(b) or (c) as not to terminate as of the Effective Time, or any other Liability specified in such Section 2.5(b) or (c) as not to terminate as of the Effective Time;

(ii) any Liability provided in or resulting from any Contract or understanding that is entered into after the Effective Time between any member of the HHH Group, on the one hand, and any member of the Seaport Entertainment Group, on the other hand;

(iii) any Liability, contingent or otherwise, assumed, transferred, assigned or allocated to the Group of which such Person is a member in accordance with this Agreement or any Ancillary Agreement (including any HHH Liability and any Seaport Entertainment Liability, as applicable); or

(iv) any Liability that the Parties may have with respect to indemnification or contribution pursuant to this Agreement, any Specified Ancillary Agreement or otherwise for claims brought against the Parties by third Persons, which Liability shall be governed by the provisions of this Article V and Article VI and any other applicable provisions of this Agreement or the applicable Specified Ancillary Agreement.

(d) In addition, nothing contained in Section 5.1(a) or (b) shall release HHH from honoring its obligations to indemnify any person who was a director, officer or employee of a member of the HHH Group or the Seaport Entertainment Group on or prior to the Effective Time, to the extent that such director, officer or employee becomes a named defendant in any Action with respect to which such director, officer or employee was entitled to indemnification by HHH immediately prior to the Effective Time pursuant to indemnification obligations existing as of the Effective Time; it being understood that, if the underlying obligation giving rise to such Action is a Seaport Entertainment Liability, Seaport Entertainment shall indemnify HHH for such Liability (including HHH's costs to indemnify the director, officer or employee) in accordance with the provisions set forth in this Article V.

(e) HHH shall not make, and shall not permit any member of the HHH Group to make, any claim or demand, or commence any Action asserting any claim or demand, including any claim of contribution or any indemnification, against Seaport Entertainment or any member of the Seaport Entertainment Group, or any other Person released pursuant to Section 5.1(a), with respect to any Liabilities released pursuant to Section 5.1(a). Seaport Entertainment shall not make, and shall not permit any member of the Seaport Entertainment Group to make, any claim or demand, or commence any Action asserting any claim or demand, including any claim of contribution or any indemnification, against HHH or any member of the HHH Group, or any other Person released pursuant to Section 5.1(b), with respect to any Liabilities released pursuant to Section 5.1(b).

(f) Notwithstanding Section 4.3(j), any breach of the provisions of this Section 5.1 by either HHH or Seaport Entertainment shall entitle the other Party to recover reasonable fees and expenses of counsel in connection with such breach or any Action resulting from such breach.

5.2 **Indemnification by HHH**. Except as otherwise specifically set forth in this Agreement or any Specified Ancillary Agreement, to the fullest extent permitted by Law, HHH

shall, and shall cause the other members of the HHH Group to, indemnify, defend and hold harmless Seaport Entertainment, each member of the Seaport Entertainment Group and each of their respective past, present and future directors, officers, employees and agents, in each case in their respective capacities as such, and each of the heirs, executors, successors and assigns of any of the foregoing (collectively, the "***Seaport Entertainment Indemnitees***"), from and against any and all Liabilities of the Seaport Entertainment Indemnitees relating to, arising out of or resulting from, directly or indirectly, any of the following items (without duplication):

(a) any HHH Liabilities, including any failure of HHH or any other member of the HHH Group or any other Person to pay, perform or otherwise promptly discharge any HHH Liabilities in accordance with their respective terms, whether prior to or after the Effective Time or the date hereof;

(b) any breach by HHH or any member of the HHH Group of this Agreement or any of the Ancillary Agreements (other than the Specified Ancillary Agreements);

(c) except to the extent that it relates to a Seaport Entertainment Liability, any guarantee, indemnification or contribution obligation, letter of credit reimbursement obligations, surety, bond or other credit support agreement, arrangement, commitment or understanding for the benefit of HHH or any member of the HHH Group by Seaport Entertainment or any member of the Seaport Entertainment Group that survives following the Effective Time; and

(d) any untrue statement or alleged untrue statement of a material fact or omission or alleged omission to state a material fact required to be stated therein or necessary to make the statements therein not misleading, with respect to all information contained in the Form 10, the Information Statement (as amended or supplemented if Seaport Entertainment shall have furnished any amendments or supplements thereto) or any other Disclosure Document specifically relating to (i) the HHH Business, HHH Assets or HHH Liabilities or (ii) the HHH Group as of and after the Effective Time.

Notwithstanding the foregoing, in no event shall HHH or any other member of the HHH Group have any obligations under this Section 5.2 with respect to Liabilities subject to indemnification pursuant to Section 5.3.

5.3 **Indemnification by Seaport Entertainment**. Except as otherwise specifically set forth in this Agreement or any Specified Ancillary Agreement, to the fullest extent permitted by Law, Seaport Entertainment shall, and shall cause the other members of the Seaport Entertainment Group to, indemnify, defend and hold harmless HHH, each member of the HHH Group and each of their respective past, present and future directors, officers, employees and agents, in each case in their respective capacities as such, and each of the heirs, executors, successors and assigns of any of the foregoing (collectively, the "***HHH Indemnitees***"), from and against any and all Liabilities of the HHH Indemnitees relating to, arising out of or resulting from, directly or indirectly, any of the following items (without duplication):

(a) any Seaport Entertainment Liabilities, including any failure of Seaport Entertainment or any other member of the Seaport Entertainment Group or any other Person to

pay, perform or otherwise promptly discharge any Seaport Entertainment Liabilities in accordance with their respective terms, whether prior to or after the Effective Time or the date hereof;

(b) any breach by Seaport Entertainment or any member of the Seaport Entertainment Group of this Agreement or any Ancillary Agreements (other than the Specified Ancillary Agreements);

(c) any guarantee, indemnification or contribution obligation, letter of credit reimbursement obligations, surety, bond or other credit support agreement, arrangement, commitment, understanding, or other credit support given to any Third Party, including the 250 Water Street Guaranty and the Las Vegas Ballpark Replacement Guaranty, for the benefit of Seaport Entertainment or any member of the Seaport Entertainment Group by HHH or any member of the HHH Group that survives following the Effective Time; and

(d) any untrue statement or alleged untrue statement of a material fact or omission or alleged omission to state a material fact required to be stated therein or necessary to make the statements therein not misleading, with respect to all information contained in the Form 10, the Information Statement (as amended or supplemented if Seaport Entertainment shall have furnished any amendments or supplements thereto) or any other Disclosure Document, other than the matters described in Section 5.2(d).

5.4 **Indemnification Obligations Net of Insurance Proceeds**.

(a) The Parties intend that any Liability subject to indemnification or contribution pursuant to this Article V shall be net of Insurance Proceeds that actually reduce the amount of the Liability. Accordingly, the amount that any Party (an "***Indemnifying Party***") is required to pay to any Person entitled to indemnification or contribution hereunder (an "***Indemnitee***") shall be reduced by any Insurance Proceeds theretofore actually recovered by or on behalf of the Indemnitee in respect of the related Liability. If an Indemnitee receives a payment (an "***Indemnity Payment***") required by this Agreement from an Indemnifying Party in respect of any Liability and subsequently receives Insurance Proceeds, then the Indemnitee shall pay to the Indemnifying Party an amount equal to the excess of the Indemnity Payment received over the amount of the Indemnity Payment that would have been due if the Insurance Proceeds had been received, realized or recovered before the Indemnity Payment was made.

(b) It is expressly agreed and understood that all rights to indemnification, contribution and reimbursement pursuant to this Article V are in excess of all available insurance. Without limiting the foregoing, the Parties agree that an insurer who would otherwise be obligated to pay any claim shall not be relieved of the responsibility with respect thereto or, solely by virtue of any provision contained in this Agreement or any Ancillary Agreement, have any subrogation rights with respect thereto, it being expressly understood and agreed that no insurer or any other Third Party shall be entitled to a "windfall" (i.e., a benefit they would not be entitled to receive in the absence of the indemnification provisions hereof) by virtue of the Liability allocation, indemnification and contribution provisions hereof. Accordingly, any provision herein that could have the result of giving any insurer or other Third Party such a

"windfall" shall be suspended or amended to the extent necessary to not provide such "windfall." Each Party shall, and shall cause the members of its Group to, use commercially reasonable efforts (taking into account the probability of success on the merits and the cost of expending such efforts, including attorney's fees and expenses) to collect or recover, or allow the Indemnifying Party to collect or recover, any Insurance Proceeds that may be collectible or recoverable respecting the Liabilities for which indemnification or contribution may be available under this Article V. The Indemnitee shall make available to the Indemnifying Party and its counsel all employees, books and records, communications, documents, items or matters within its knowledge, possession or control that are necessary, appropriate or reasonably deemed relevant by the Indemnifying Party with respect to the recovery of such Insurance Proceeds; *provided, however*, that nothing in this sentence shall be deemed to require a Party to make available books and records, communications, documents or items that (i) in such Party's good faith judgment could result in a waiver of any privilege even if the Parties cooperated to protect such privilege as contemplated by this Agreement or (ii) such Party is not permitted to make available because of any Law or any confidentiality obligation to a Third Party, in which case such Party shall use commercially reasonable efforts to seek a waiver of or other relief from such confidentiality restriction. Notwithstanding the foregoing, an Indemnifying Party may not delay making any indemnification payment required under the terms of this Agreement, or otherwise satisfying any indemnification obligation, pending the outcome of any Action to collect or recover Insurance Proceeds, and an Indemnitee need not attempt to collect any Insurance Proceeds prior to making a claim for indemnification or contribution or receiving any Indemnity Payment otherwise owed to it under this Agreement or any Ancillary Agreement.

(c) Each of Seaport Entertainment and HHH shall, and shall cause the members of its Group to, when appropriate, use commercially reasonable efforts to obtain waivers of subrogation for each of the insurance policies described in Section 5.16. Each of Seaport Entertainment and HHH hereby waives, for itself and each member of its Group, its rights to recover against the other Party in subrogation or as subrogee for a third Person.

(d) For all claims as to which indemnification is provided under Section 5.2 or 5.3 other than Third-Party Claims (as to which Section 5.5 shall apply), the reasonable fees and expenses of counsel and litigation costs (including pre- and post-judgment interest) to the Indemnitee for the enforcement of the indemnity obligations shall be borne by the Indemnifying Party.

5.5 **Procedures for Indemnification of Third-Party Claims**.

(a) If, at or after the date of this Agreement, an Indemnitee shall receive written notice from, or otherwise learn of the assertion by, a Person (including any Governmental Authority) who is not a member of the HHH Group or the Seaport Entertainment Group (a "***Third Party***") of any claim or of the commencement by any such Person of any Action (collectively, a "***Third-Party Claim***") with respect to which an Indemnifying Party may be obligated to provide indemnification to such Indemnitee pursuant to Section 5.2 or 5.3, or any other Section of this Agreement or, subject to Section 5.13, any Specified Ancillary Agreement, such Indemnitee shall give such Indemnifying Party written notice thereof within fourteen (14)

days of receipt of such written notice. Any such notice shall describe the Third-Party Claim in reasonable detail and include copies of all notices and documents (including court papers) received by the Indemnitee relating to the Third-Party Claim. Notwithstanding the foregoing, the failure of an Indemnitee to provide notice in accordance with this Section 5.5(a) shall not relieve an Indemnifying Party of its indemnification obligations under this Agreement, except to the extent to which the Indemnifying Party was prejudiced by the Indemnitee's failure to provide notice in accordance with this Section 5.5(a).

(b) Subject to the terms and conditions of any applicable insurance policy in place after the Effective Time, an Indemnifying Party may elect to defend (and to seek to settle or compromise), at such Indemnifying Party's own expense and by such Indemnifying Party's own counsel; *provided,* that the Indemnifying Party will not select counsel without the Indemnitee's prior written consent (such consent not to be unreasonably withheld, conditioned or delayed); *provided, further*, an Indemnifying Party may not elect to defend such Third-Party Claim in the event that defense of such Third-Party Claim would void or otherwise adversely impact the Indemnitee's insurance policy. Within thirty (30) days after the receipt of notice from an Indemnitee in accordance with Section 5.5(a) (or sooner, if the nature of such Third-Party Claim so requires), the Indemnifying Party shall notify the Indemnitee of its election whether the Indemnifying Party shall assume responsibility for defending such Third-Party Claim. After notice from an Indemnifying Party to an Indemnitee of its election to assume the defense of a Third-Party Claim, such Indemnitee shall have the right to employ separate counsel and to participate in (but not control) the defense, compromise, or settlement thereof, but the fees and expenses of such counsel shall be the expense of such Indemnitee except as otherwise expressly set forth herein.

(c) If an Indemnifying Party has elected to assume the defense of a Third-Party Claim, then such Indemnifying Party shall be solely liable for all fees and expenses incurred by it in connection with the defense of such Third-Party Claim and shall not be entitled to seek any indemnification or reimbursement from the Indemnitee for any such fees or expenses incurred during the course of its defense of such Third-Party Claim, regardless of any subsequent decision by the Indemnifying Party to reject or otherwise abandon its assumption of such defense. If an Indemnifying Party elects not to assume responsibility for defending any Third-Party Claim, is not permitted to elect to defend a Third-Party Claim pursuant to Section 5.5(b), or fails to notify an Indemnitee of its election within thirty (30) days after receipt of a notice from an Indemnitee, such Indemnitee shall have the right to control the defense of such Third-Party Claim, in which case the Indemnifying Party shall be liable for all reasonable fees and expenses incurred by the Indemnitee in connection with the defense of such Third-Party Claim.

(d) Notwithstanding an election by an Indemnifying Party to defend a Third-Party Claim in circumstances where an Indemnifying Party is permitted to make such an election pursuant to Section 5.5(b), an Indemnitee may, upon notice to the Indemnifying Party, elect to take over the defense of such Third-Party Claim if (i) in its exercise of reasonable business judgment, the Indemnitee determines that the Indemnifying Party is not defending such Third-Party Claim competently or in good faith, (ii) the Indemnitee determines in its exercise of reasonable business judgment that there exists a compelling business reason for such Indemnitee

to defend such Third-Party Claim (other than as contemplated by the foregoing clause (i)), (iii) the Indemnifying Party makes a general assignment for the benefit of creditors, has filed against it or files a petition in bankruptcy or insolvency or is declared bankrupt or insolvent or declares that it is bankrupt or insolvent, or (iv) there occurs a change of control of the Indemnifying Party. In addition to the foregoing and the last sentence of Section 5.5(b), if any Indemnitee determines in good faith that such Indemnitee and the Indemnifying Party have actual or potential differing defenses or conflicts of interest between them that make joint representation inappropriate, then the Indemnitee shall have the right to employ separate counsel (including local counsel as appropriate) and to participate in (but not control) the defense, compromise, or settlement of the applicable Third-Party Claim, and the Indemnifying Party shall bear the reasonable fees and expenses of one such counsel and local counsel (as appropriate) for all Indemnitees.

(e) An Indemnitee that does not conduct and control the defense of any Third-Party Claim, or an Indemnifying Party that has failed to elect to defend or that is not permitted to elect or defend pursuant to Section 5.5(b), any Third-Party Claim as contemplated hereby, nevertheless shall have the right to employ separate counsel (including local counsel as appropriate) of its own choosing to monitor and participate in (but not control) the defense of any Third-Party Claim for which it is a potential Indemnitee or Indemnifying Party, but the fees and expenses of such counsel shall be at the expense of such Indemnitee or Indemnifying Party, as the case may be, and the provisions of Section 5.5(c) shall not apply to such fees and expenses. Notwithstanding the foregoing, such Party shall cooperate with the Party entitled to conduct and control the defense of such Third-Party Claim in such defense and make available to the controlling Party, at the non-controlling Party's expense, all witnesses, information and materials in such Party's possession or under such Party's control relating thereto as are reasonably required by the controlling Party. In addition to the foregoing and the last sentence of Section 5.5(b), if any Indemnitee shall in good faith determine that such Indemnitee and the Indemnifying Party have actual or potential differing defenses or conflicts of interest between them that make joint representation inappropriate, then the Indemnitee shall have the right to employ separate counsel (including local counsel as appropriate) and to participate in (but not control) the defense, compromise or settlement thereof, and the Indemnifying Party shall bear the reasonable fees and expenses of one such counsel and local counsel (as appropriate) for all Indemnitees.

(f) Neither Party may settle or compromise any Third-Party Claim for which either Party is seeking to be indemnified hereunder without the prior written consent of the other Party, which consent may not be unreasonably withheld, unless such settlement or compromise is solely for monetary damages, does not involve any finding or determination of Liability, wrongdoing or violation of Law by the other Party and provides for a full, unconditional and irrevocable release of the other Party, the members of the other Party's respective Group and each of their respective past, present and future directors, officers, employees and agents, in each case in their respective capacities as such, and each of the heirs, executors, successors and assigns of any of the foregoing from all Liability in connection with the Third-Party Claim. The Parties hereby agree that if a Party presents the other Party with a written notice containing a proposal to settle or compromise a Third-Party Claim for which either Party is seeking to be indemnified hereunder and the Party receiving such proposal does not respond in any manner to

the Party presenting such proposal within thirty (30) days (or within any such shorter time period that may be required by applicable Law or court order) of receipt of such proposal, then the Party receiving such proposal shall be deemed to have consented to the terms of such proposal.

(g) The provisions of this Section 5.5 (other than this Section 5.5(g)) and the provisions of Section 5.6 (other than Section 5.6(f)) shall not apply to Taxes (Taxes being governed by the Tax Matters Agreement).

(h) The Indemnifying Party shall establish a procedure reasonably acceptable to the Indemnitee to keep the Indemnitee reasonably informed of the progress of the Third-Party Claim and to notify the Indemnitee when any such Third-Party Claim is closed, regardless of whether such Third-Party Claim was resolved by settlement, verdict, dismissal or otherwise.

5.6 **Additional Matters**.

(a) Indemnification payments in respect of any Liabilities for which an Indemnitee is entitled to indemnification under this Article V shall be paid by the Indemnifying Party to the Indemnitee as such Liabilities are incurred upon demand by the Indemnitee, including reasonably satisfactory documentation setting forth the basis for the amount of such indemnification payment, including documentation with respect to calculations made and consideration of any Insurance Proceeds that actually reduce the amount of such Liabilities. THE COVENANTS AND OBLIGATIONS CONTAINED IN THIS ARTICLE V SHALL REMAIN OPERATIVE AND IN FULL FORCE AND EFFECT, REGARDLESS OF (I) ANY INVESTIGATION MADE BY OR ON BEHALF OF ANY INDEMNITEE AND (II) THE KNOWLEDGE BY THE INDEMNITEE OF LIABILITIES FOR WHICH IT MIGHT BE ENTITLED TO INDEMNIFICATION HEREUNDER.

(b) Any claim on account of a Liability that does not result from a Third-Party Claim shall be asserted by written notice given by the Indemnitee to the related Indemnifying Party. Such Indemnifying Party shall have a period of thirty (30) days after the receipt of such notice within which to respond thereto. If after such thirty (30)-day period, such claim is not resolved, Indemnitee shall be free to pursue such remedies as may be available to such party as contemplated by this Agreement and the Specified Ancillary Agreements. Notwithstanding the foregoing, the failure of an Indemnitee to provide notice in accordance with this Section 5.6(b) shall not relieve an Indemnifying Party of its indemnification obligations under this Agreement, except to the extent to which the Indemnifying Party shall demonstrate that it was materially prejudiced by the Indemnitee's failure to provide notice in accordance with this Section 5.6(b).

(c) In the event of payment by or on behalf of any Indemnifying Party to any Indemnitee in connection with any Third-Party Claim, such Indemnifying Party shall be subrogated to and shall stand in the place of such Indemnitee as to any events or circumstances in respect of which such Indemnitee may have any right, defense or claim relating to such Third-Party Claim against any claimant or plaintiff asserting such Third-Party Claim or against any other Person. Such Indemnitee shall cooperate with such Indemnifying Party in a reasonable manner, and at the cost and expense of such Indemnifying Party, in prosecuting any subrogated right, defense or claim.

(d) In the event of an Action for which indemnification is sought pursuant to Section 5.2 or 5.3 and in which the Indemnifying Party is not a named defendant, if either the Indemnitee or Indemnifying Party shall so request, the Parties shall use commercially reasonable efforts to substitute the Indemnifying Party for the named defendant for the portion of the Action related to such indemnification claim.

(e) In the event that either Party establishes a risk accrual in an amount of at least $1,000,000 with respect to any Third-Party Claim for which the other Party has sought indemnification pursuant to Section 5.3, such Party shall notify the other Party of the existence and amount of such risk accrual (i.e., when the accrual is recorded in the financial statements as an accrual for a potential liability), subject to the Parties entering into an appropriate agreement with respect to the confidentiality and/or privilege thereof.

(f) Unless otherwise required by applicable Law, the Parties will treat any indemnity payment made pursuant to this Agreement or any Ancillary Agreement by HHH to Seaport Entertainment, or vice versa, in the same manner as if such payment were a non-taxable distribution or capital contribution, as the case may be, made immediately prior to the Distribution, except to the extent that HHH and Seaport Entertainment treat a payment as the settlement of an Intercompany liability; *provided*, *however*, that any such payment that is made or received by a Person other than HHH or Seaport Entertainment, as the case may be, shall be treated as if made or received by the payor or the recipient as agent for HHH or Seaport Entertainment, in each case as appropriate.

(g) In the case of any Action involving a matter contemplated by Section 5.15(c), (i) if there is a conflict of interest that under applicable rules of professional conduct would preclude legal counsel for one Party or one of its Subsidiaries representing another Party or one of its Subsidiaries or (ii) if any Third-Party Claim seeks equitable relief that would restrict or limit the future conduct of the non-responsible Party or one of its Subsidiaries or the business or operations of such non-responsible Party or one of its Subsidiaries, then the non-responsible Party shall be entitled to retain, at its expense, separate legal counsel to represent its interest and to participate in the defense, compromise, or settlement of that portion of the Third-Party Claim against that Party or one of its Subsidiaries.

(h) THE RELEASES AND INDEMNIFICATION OBLIGATIONS OF THE PARTIES IN THIS AGREEMENT ARE EXPRESSLY INTENDED, AND SHALL OPERATE AND BE CONSTRUED, TO APPLY EVEN WHERE THE LIABILITIES FOR WHICH THE RELEASE AND/OR INDEMNITY ARE GIVEN ARE CAUSED, IN WHOLE OR IN PART, BY THE SOLE, JOINT, JOINT AND SEVERAL, CONCURRENT, CONTRIBUTORY, ACTIVE OR PASSIVE NEGLIGENCE OR THE STRICT LIABILITY OR FAULT OF THE PARTY BEING RELEASED OR INDEMNIFIED.

5.7 **Survival of Indemnities**. The rights and obligations of each of Seaport Entertainment and HHH and their respective Indemnitees under this Article V shall survive (a) the sale or other transfer by any Party of any Assets or businesses or the assignment by it of any Liabilities, and (b) any merger, consolidation, business combination, sale of all or substantially

all of the Assets, restructuring, recapitalization, reorganization or similar transaction involving either Party or any of its respective Subsidiaries.

5.8 **Right of Contribution**.

(a) *Contribution*. If any right of indemnification contained in this Article V is held unenforceable or is unavailable for any reason, or is insufficient to hold harmless an Indemnitee in respect of any Liability for which such Indemnitee is entitled to indemnification hereunder, then the Indemnifying Party shall contribute to the amounts (including any costs, expenses, attorneys' fees, disbursements and expenses of counsel, expert and consulting fees and costs related thereto or to the investigation or defense thereof) paid or payable by the Indemnitees as a result of such Liability (or actions in respect thereof) in such proportion as is appropriate to reflect the relative fault of the Indemnifying Party and the members of its Group, on the one hand, and the Indemnitees entitled to contribution, on the other hand, as well as any other relevant equitable considerations.

(b) *Allocation of Relative Fault*. Solely for purposes of determining relative fault pursuant to this Section 5.8 in circumstances in which the indemnification is unavailable because of a fault associated with the business conducted by Seaport Entertainment, HHH or a member of their respective Groups, (i) any fault associated with the business conducted with the HHH Assets or HHH Liabilities (except for the gross negligence or intentional misconduct of Seaport Entertainment or a member of the Seaport Entertainment Group) or with the ownership, operation or activities of the HHH Business shall be deemed to be the fault of HHH and the members of the HHH Group, and no such fault shall be deemed to be the fault of Seaport Entertainment or a member of the Seaport Entertainment Group; and (ii) any fault associated with the business conducted with the Seaport Entertainment Assets or the Seaport Entertainment Liabilities (except for the gross negligence or intentional misconduct of HHH or the members of the HHH Group) or with the ownership, operation or activities of the Seaport Entertainment Business shall be deemed to be the fault of Seaport Entertainment and the members of the Seaport Entertainment Group, and no such fault shall be deemed to be the fault of HHH or the members of the HHH Group.

(c) *Contribution Procedures*. The provisions of Sections 5.5 and 5.6 shall govern any contribution claims.

5.9 **Covenant Not to Sue (Liabilities and Indemnity)**. Each Party hereby covenants and agrees that none of it, the members of such Party's Group or any Person claiming through it shall bring suit or otherwise assert any claim against any Indemnitee, or assert a defense against any claim asserted by any Indemnitee, before any court, arbitrator, mediator or administrative agency anywhere in the world, alleging that: (a) the assumption of any Seaport Entertainment Liabilities by Seaport Entertainment or a member of the Seaport Entertainment Group on the terms and conditions set forth in this Agreement and the Ancillary Agreements is void or unenforceable for any reason; or (b) the provisions of this Article V are void or unenforceable for any reason.

5.10 **No Impact on Third Parties**. For the avoidance of doubt, except as expressly set forth in this Agreement, the indemnifications provided for in this Article V are made only for purposes of allocating responsibility for Liabilities between the Seaport Entertainment Group, on the one hand, and the HHH Group, on the other hand, and are not intended to, and shall not, affect any obligations to, or give rise to any rights of, any third parties.

5.11 **No Cross-Claims or Third-Party Claims**. Each of HHH and Seaport Entertainment agrees that it shall not, and shall not permit the members of its respective Group to, in connection with any Third-Party Claim, assert as a counterclaim or third-party claim against any member of the Seaport Entertainment Group or HHH Group, respectively, any claim (whether sounding in contract, tort or otherwise) that arises out of or relates to this Agreement, any breach or alleged breach hereof, the transactions contemplated hereby (including all actions taken in furtherance of the transactions contemplated hereby on or prior to the date hereof), or the construction, interpretation, enforceability or validity hereof, which in each such case shall be asserted only as contemplated by Article IV.

5.12 **Severability**. If any indemnification provided for in this Article V is determined by the sole arbitrator or arbitral tribunal (as the case may be) to be invalid, void or unenforceable, the liability shall be apportioned between the Indemnitee and the Indemnifying Party as determined in a separate proceeding in accordance with Article IV.

5.13 **Specified Ancillary Agreements**. Notwithstanding anything in this Agreement to the contrary, to the extent any Specified Ancillary Agreement contains any indemnification obligation or contribution obligation relating to any Seaport Entertainment Liability, HHH Liability, Seaport Entertainment Asset or HHH Asset contributed, assumed, retained, transferred, delivered, conveyed or governed pursuant to such Specified Ancillary Agreement or any Losses under such Specified Ancillary Agreement, as applicable, the indemnification obligations and contribution obligations contained herein shall not apply to such Seaport Entertainment Liability, HHH Liability, Seaport Entertainment Asset or HHH Asset or to such Losses and instead the indemnification obligations and/or contribution obligations set forth in such Specified Ancillary Agreement, as applicable, shall govern with regard to such Seaport Entertainment Liability, HHH Liability, Seaport Entertainment Asset or HHH Asset or such Losses.

5.14 **Exclusivity**. Except as otherwise provided in Section 9.14, the sole and exclusive remedy for any and all claims, Liabilities or other matters based upon, relating to or arising from this Agreement or any Ancillary Agreement (other than the Specified Ancillary Agreements) or the transactions contemplated hereby or thereby shall be the rights of indemnification set forth in this Article V, and no Person shall have any other entitlement, remedy or recourse, whether in contract, tort, strict liability, equitable remedy or otherwise, it being agreed that all of such other remedies, entitlements and recourse are expressly waived and released by the Parties to the fullest extent permitted by Law. This Section 5.14 shall not operate to interfere with or impede the operation of the covenants contained in this Agreement or any Ancillary Agreement (other than the Specified Ancillary Agreements), with respect to a Party's right to seek equitable remedies (including specific performance or injunctive relief).

5.15 **Cooperation in Defense and Settlement**.

(a) With respect to any Third-Party Claim that implicates both Parties in a material fashion due to the allocation of Liabilities, responsibilities for management of defense and related indemnities pursuant to this Agreement or any of the Ancillary Agreements, the Parties agree to use commercially reasonable efforts to cooperate fully and maintain a joint defense (in a manner that will preserve for the Parties the attorney-client privilege, joint defense or other privilege with respect thereto).

(b) To the extent there are documents, other materials, access to employees or witnesses related to or from a Party that is not responsible for the defense or Liability of a particular Action, such Party shall provide to the other Party (at such other Party's cost and expense) reasonable access to documents, other materials, employees, and shall permit employees, officers and directors to cooperate as witnesses in the defense of such Action.

(c) Each of Seaport Entertainment and HHH agrees that at all times from and after the Effective Time, if an Action currently exists or is commenced by a Third Party with respect to which a Party (or the members of its Group) is a named defendant, but the defense of such Action and any recovery in such Action is otherwise not a Liability allocated under this Agreement or any Ancillary Agreement to that Party, then the other Party shall use commercially reasonable efforts to cause the named but not liable defendant to be removed from such Action and such defendants shall not be required to make any payments or contributions therewith.

5.16 **Insurance Matters**.

(a) The Parties intend by this Agreement that, to the extent permitted under the terms of any applicable insurance policy, Seaport Entertainment, each other member of the Seaport Entertainment Group and each of their respective directors, officers and employees will be successors in interest and/or additional insureds and will have and be fully entitled to continue to exercise all rights that any of them may have as of the Effective Time (with respect to events occurring or claimed to have occurred before the Effective Time) as a Subsidiary, Affiliate, division, director, officer or employee of HHH before the Effective Time under any insurance policy, including any rights that Seaport Entertainment, any other member of the Seaport Entertainment Group or any of its or their respective directors, officers, or employees may have as an insured or additional named insured, Subsidiary, Affiliate, division, director, officer or employee to avail itself, himself or herself of any policy of insurance or any agreements related to the policies in effect before the Effective Time, with respect to events occurring before the Effective Time.

(b) After the Effective Time, HHH (and each other member of the HHH Group) and Seaport Entertainment (and each other member of the Seaport Entertainment Group) shall not, without the consent of Seaport Entertainment or HHH, respectively (such consent not to be unreasonably withheld, conditioned or delayed), provide any insurance carrier with a release or amend, modify or waive any rights under any insurance policy if such release, amendment, modification or waiver thereunder would materially adversely affect any rights of any member of the Group of the other Party with respect to insurance coverage otherwise afforded to such other

Party for pre-Distribution claims; *provided*, *however*, that the foregoing shall not (i) preclude any member of any Group from presenting any claim or from exhausting any policy limit, (ii) require any member of any Group to pay any premium or other amount or to incur any Liability or (iii) require any member of any Group to renew, extend or continue any policy in force.

(c) The provisions of this Agreement are not intended to relieve any insurer of any Liability under any policy.

(d) No member of the HHH Group or any HHH Indemnitee will have any Liabilities whatsoever as a result of the insurance policies as in effect at any time before the Effective Time, including as a result of (i) the level or scope of any insurance, (ii) the creditworthiness of any insurance carrier, (iii) the terms and conditions of any policy, or (iv) the adequacy or timeliness of any notice to any insurance carrier with respect to any claim or potential claim.

(e) Except to the extent otherwise provided in Section 5.16(b), in no event will HHH, any other member of the HHH Group or any HHH Indemnitee have any Liability or obligation whatsoever to any member of the Seaport Entertainment Group if any insurance policy is terminated or otherwise ceases to be in effect for any reason, is unavailable or inadequate to cover any Liability of any member of the Seaport Entertainment Group for any reason whatsoever or is not renewed or extended beyond the current expiration date of any such insurance policy.

(f) This Agreement shall not be considered as an attempted assignment of any policy of insurance or as a contract of insurance and shall not be construed to waive any right or remedy of any members of the HHH Group in respect of any insurance policy or any other contract or policy of insurance.

(g) HHH shall provide for Seaport Entertainment to remain covered by the insurance policies held by HHH Group after the Effective Time, for a period from completion of the Distribution through April of 2025. Upon conclusion of this period, Seaport Entertainment shall acquire its own insurance policies covering the Seaport Entertainment Group and each of its directors, officers and employees with respect to events occurring after the Effective Time. Notwithstanding the foregoing, nothing in this Agreement will be deemed to restrict any member of the Seaport Entertainment Group from acquiring at its own expense any other insurance policy in respect of any Liabilities or covering any period.

(h) To the extent that any insurance policy provides for the reinstatement of policy limits, and both HHH and Seaport Entertainment desire to reinstate such limits, the cost of reinstatement will be shared by HHH and Seaport Entertainment as the Parties may agree. If either Party, in its sole discretion, determines that such reinstatement would not be beneficial, that Party shall not contribute to the cost of reinstatement and will not make any claim thereunder nor otherwise seek to benefit from the reinstated policy limits.

(i) For purposes of this Agreement, "***Covered Matter***" means any matter, whether arising before or after the Effective Time, with respect to which any Seaport Entertainment Indemnitee may seek to exercise any right under any insurance policy pursuant to this

Section 5.16. If Seaport Entertainment receives notice or otherwise learns of any Covered Matter, Seaport Entertainment shall promptly give HHH written notice thereof. Any such notice shall describe the Covered Matter in reasonable detail. With respect to each Covered Matter and any Joint Claim, HHH shall have sole responsibility for reporting the claim to the insurance carrier and will provide a copy of such report to Seaport Entertainment. If HHH or another member of the HHH Group fails to notify Seaport Entertainment within fifteen (15) days that it has submitted an insurance claim with respect to a Covered Matter or Joint Claim, Seaport Entertainment shall be permitted to submit (on behalf of the applicable Seaport Entertainment Indemnitee) such insurance claim.

(j) Each of Seaport Entertainment and HHH will share such information as is reasonably necessary in order to permit the other Party to manage and conduct its insurance matters in an orderly fashion and provide the other Party with any assistance that is reasonably necessary or beneficial in connection with such Party's insurance matters.

5.17 **Guarantees, Letters of Credit and Other Obligations**.

(a) On or prior to the Effective Time, or as soon as practicable thereafter, HHH shall (with the reasonable cooperation of the applicable members of the HHH Group) use its commercially reasonable efforts to have any members of the Seaport Entertainment Group removed as guarantor of or obligor for any HHH Liability. On or prior to the Effective Time or as soon as practicable thereafter, Seaport Entertainment shall (with the reasonable cooperation of the applicable members of the Seaport Entertainment Group) use its commercially reasonable efforts to have any members of the HHH Group removed as guarantor of or obligor for any Seaport Entertainment Liabilities, other than with respect to the 250 Water Street Guaranty and the Credit Agreement.

(b) On or prior to the Effective Time or as soon as practicable thereafter, (i) to the extent required to obtain a release from a guarantee, letter of credit or other obligation of any member of the Seaport Entertainment Group with respect to HHH Liabilities, HHH shall execute a substitute document in the form of any such existing guarantee or letter of credit, as applicable, or such other form as is agreed to by the relevant parties to such guarantee agreement, letter of credit or other obligation, except to the extent that such existing guarantee contains representations, covenants or other terms or provisions either (A) with which HHH would be reasonably unable to comply or (B) which would be reasonably expected to be breached and (ii) to the extent required to obtain a release from a guarantee, letter of credit or other obligation of any member of the HHH Group with respect to Seaport Entertainment Liabilities, Seaport Entertainment shall execute a substitute document in the form of any such existing guarantee or letter of credit, as applicable, or such other form as is agreed to by the relevant parties to such guarantee agreement, letter of credit or other obligation, except to the extent that such existing guarantee contains representations, covenants or other terms or provisions either (A) with which Seaport Entertainment would be reasonably unable to comply or (B) which would be reasonably expected to be breached.

(c) If the Parties are unable to obtain, or to cause to be obtained, any such required removal as set forth in Sections 5.17(a) and 5.17(b), (i) with respect to HHH Liabilities, (A)

HHH shall, and shall cause the other members of the HHH Group to, indemnify, defend and hold harmless each of the Seaport Entertainment Indemnitees from and against any Liability arising from or relating to such guarantee, letter of credit or other obligation, as applicable, and shall, as agent or subcontractor for the applicable Seaport Entertainment Group guarantor or obligor, pay, perform and discharge fully all of the obligations or other Liabilities of such guarantor or obligor thereunder, and (B) HHH shall not, and shall cause the other members of the HHH Group not to, agree to renew or extend the term of, increase any obligations under, or transfer to a third Person, any loan, guarantee, letter of credit, lease, contract or other obligation for which a member of the Seaport Entertainment Group is or may be liable unless all obligations of the members of the Seaport Entertainment Group with respect thereto are thereupon terminated by documentation satisfactory in form and substance to Seaport Entertainment in its sole and absolute discretion and (ii) with respect to Seaport Entertainment Liabilities, (A) Seaport Entertainment shall, and shall cause the other members of the Seaport Entertainment Group to, indemnify, defend and hold harmless each of the HHH Indemnitees for any Liability arising from or relating to such guarantee, letter of credit or other obligation, as applicable, and shall, as agent or subcontractor for the applicable HHH Group guarantor or obligor, pay, perform and discharge fully all of the obligations or other Liabilities of such guarantor or obligor thereunder, and (B) Seaport Entertainment shall not, and shall cause the other members of the Seaport Entertainment Group not to, agree to renew or extend the term of, increase any obligations under, or transfer to a third Person, any loan, guarantee, letter of credit, lease, contract or other obligation for which a member of the HHH Group is or may be liable unless all obligations of the members of the HHH Group with respect thereto are thereupon terminated by documentation satisfactory in form and substance to HHH in its sole and absolute discretion.

ARTICLE VI.
EXCHANGE OF INFORMATION; CONFIDENTIALITY

6.1 **Agreement for Exchange of Information**. Except as otherwise provided in any Ancillary Agreement, each of HHH and Seaport Entertainment, on behalf of itself and the members of its respective Group, shall use commercially reasonable efforts to provide or make available, or cause to be provided or made available, to the other Party, at any time before or after the Effective Time, as soon as reasonably practicable after written request therefor, any Information (or a copy thereof) in the possession or under the control of either Party or any of the members of its Group to the extent that: (i) such Information relates to the Seaport Entertainment Business or any Seaport Entertainment Asset or Seaport Entertainment Liability, if Seaport Entertainment is the requesting party, or to the HHH Business or any HHH Asset or HHH Liability, if HHH is the requesting party; (ii) such Information is required by the requesting party to comply with its obligations under this Agreement or any Ancillary Agreement; or (iii) such Information is required by the requesting party to comply with any obligation imposed by any Governmental Authority, applicable law, rule, professional standard, regulation, policy statement, court order, legal, judicial, or administrative process, other similar process (whether by oral questions, interrogatories, requests for information or documents in legal or regulatory proceedings, subpoena, civil investigative demand, or other similar process, or by the SEC or the NYSE or any other regulatory or self-regulatory authority); *provided*, *however*, that, in the event that the Party to whom the request has been made determines that any such provision of

Information could be commercially detrimental, violate any Law or agreement or waive any attorney-client privilege or attorney work product protection, then the Parties shall use commercially reasonable efforts to permit compliance with such obligations to the extent and in a manner that avoids any such harm or consequence. The Party providing Information pursuant to this Section 6.1 shall only be obligated to provide such Information in the form, condition and format in which it then exists and in no event shall such Party be required to perform any improvement, modification, conversion, updating or reformatting of any such Information, and nothing in this Section 6.1 shall expand the obligations of the Parties under Section 6.4.

6.2 **Ownership of Information**. Any Information owned by one Group that is provided to a requesting Party pursuant to Section 6.1 or 6.7 shall remain the property of the providing Party. Unless specifically set forth herein, nothing contained in this Agreement shall be construed as granting or conferring rights of license or otherwise in any such Information.

6.3 **Compensation for Providing Information**. The Party requesting Information agrees to reimburse the other Party for the reasonable out-of-pocket costs, if any, of gathering, copying, transporting and otherwise complying with the request with respect to such Information (including any costs and expenses incurred in any review of Information for purposes of protecting the privileged Information of the providing Party or in connection with the restoration of backup media for purposes of providing the requested Information). Except as may be otherwise specifically provided elsewhere in this Agreement, any Ancillary Agreement or any other agreement between the Parties, such costs shall reflect the providing Party's actual costs and expenses.

6.4 **Record Retention**.

(a) The Parties agree and acknowledge that following the Effective Time, it is likely that each Party will have some of the Tangible Information of the other Party stored at its facilities or at Third Party records storage locations arranged for by such Party (each, a "***Records Facility***") and the cost of any Third Party Records Facility where Tangible Information belonging to both members of the Seaport Entertainment Group, on the one hand, and members of the HHH Group, on the other hand, is stored shall be split equitably between the Seaport Entertainment Group and the HHH Group.

(b) Each Party shall hold all Tangible Information in accordance with the Section 6.9(a), and further, shall: (i) maintain the Stored Records at its Record Facility in accordance with its regular records retention policies and procedures and the terms of this Section 6.4; and (ii) comply with the requirements of any "litigation hold" that relates to Stored Records at its Record Facility that relates to (x) any Action that is pending as of the Effective Time or (y) any Action that arises or becomes threatened or reasonably anticipated after the Effective Time as to which the Party storing such Stored Records has received a written notice of the applicable "litigation hold" from the other Party; *provided*, that such other Party shall be obligated to provide the Party storing such Stored Records with timely notice of the termination of such "litigation hold."

(c) Each Party shall, from time to time, at the reasonable request of the other Party, provide such other Party with technical assistance and information in respect to any claims brought against such other Party involving the conduct of the Seaport Entertainment Business or the HHH Business, as applicable, prior to the Effective Time, including by making available employees of such Party's Group and consultation and appearances of such persons on a reasonable basis as expert or fact witnesses in trials or administrative proceedings. The Party receiving such assistance and information shall reimburse the other Party for its reasonable out-of-pocket costs (travel, hotels, etc.) of providing such services, consistent with the receiving Party's policies and practices regarding such expenditures.

6.5 **Limitations of Liability**. No Party shall have any liability to any other Party relating to or arising out of (a) any Information exchanged or provided pursuant to Section 6.1 that is found to be inaccurate in the absence of willful misconduct by the Party providing such Information or (b) the destruction of any Information after commercially reasonable efforts by such Party to comply with the provisions of Section 6.4.

6.6 **Other Agreements Providing for Exchange of Information**.

(a) The rights and obligations granted under this Article VI are subject to any specific limitations, qualifications or additional provisions on the sharing, exchange, retention or confidential treatment of Information set forth herein or any Ancillary Agreement.

(b) Either Party that receives, pursuant to a request for Information in accordance with this Article VI, Tangible Information that is not relevant to its request shall (i) return it to the providing Party or, at the providing Party's request, destroy such Tangible Information and (ii) deliver to the providing Party a certificate certifying that such Tangible Information was returned or destroyed, as the case may be, which certificate shall be signed by an authorized Representative of the requesting Party.

(c) When any Tangible Information provided by one Party to the other Party (other than Tangible Information provided pursuant to Section 6.4) is no longer needed for the purposes contemplated by this Agreement or any Ancillary Agreement or is no longer required to be retained by applicable Law, the receiving Party shall promptly, after request of the other Party, either return to the other Party all Tangible Information in the form in which it was originally provided (including all copies thereof and all notes, extracts or summaries based thereon) or, if the providing Party has requested that the other Party destroy such Tangible Information, certify to the other Party that it has destroyed such Tangible Information (and such copies thereof and such notes, extracts or summaries based thereon); *provided*, that this obligation to return or destroy such Tangible Information shall not apply to any Tangible Information solely related to the receiving Party's business, Assets, Liabilities, operations or activities.

6.7 **Auditors and Audits**.

(a) Up to the period ending one year after the Effective Time and for a reasonable period of time afterwards as required for each Party to prepare consolidated financial statements or complete a financial statement audit for the fiscal year during which the Distribution Date

occurs and comparative financial statements in the fiscal year immediately subsequent to when the Distribution Date occurs, each Party shall provide or provide access to the other Party on a timely basis, all information reasonably required to meet its schedule for the preparation, printing, filing, and public dissemination of its annual and quarterly financial statements and for management's assessment of the effectiveness of its disclosure controls and procedures and its internal control over financial reporting in accordance with Items 307 and 308, respectively, of Regulation S-K promulgated by the SEC and, to the extent applicable to such Party, its auditor's audit of its internal control over financial reporting and management's assessment thereof in accordance with Section 404 of the Sarbanes-Oxley Act of 2002 and the SEC's and Public Company Accounting Oversight Board's rules and auditing standards thereunder.

(b) In the event a Party restates any of its financial statements that include such Party's audited or unaudited financial statements with respect to any balance sheet date or period of operation as of the end of and for the 2023 fiscal year and the five (5) year period ending December 31, 2023, such Party will deliver to the other Party a substantially final draft, as soon as the same is prepared, of any report to be filed by such first Party with the SEC that includes such restated audited or unaudited financial statements (the "***Amended Financial Report***"); *provided*, *however*, that such first Party may continue to revise its Amended Financial Report prior to its filing thereof with the SEC, which changes will be delivered to the other Party as soon as reasonably practicable; *provided, further*, *however*, that such first Party's financial personnel will actively consult with the other Party's financial personnel regarding any changes which such first Party may consider making to its Amended Financial Report and related disclosures prior to the anticipated filing of such report with the SEC, with particular focus on any changes which would have an effect upon the other Party's financial statements or related disclosures. Each Party will reasonably cooperate with, and permit and make any necessary employees available to, the other Party, in connection with the other Party's preparation of any Amended Financial Reports.

6.8 **Privileged Matters**.

(a) The Parties recognize that legal and other professional services that have been and shall be provided prior to the Effective Time (whether by outside counsel, in-house counsel or other legal professionals) have been and shall be rendered for the collective benefit of each of the members of the HHH Group and the Seaport Entertainment Group, and that each of the members of the HHH Group and the Seaport Entertainment Group should be deemed to be the client with respect to such services for the purposes of asserting all privileges and immunities that may be asserted under applicable Law in connection therewith. The Parties recognize that legal and other professional services will be provided after the Effective Time, which services will be rendered solely for the benefit of the HHH Group or the Seaport Entertainment Group, as the case may be.

(b) The Parties agree as follows:

(i) HHH shall be entitled, in perpetuity, to control the assertion or waiver of all privileges and immunities in connection with any Privileged Information that relates solely to the HHH Business, whether or not the Privileged Information is in the possession or under the control of a member of the HHH Group or the Seaport Entertainment Group; HHH shall also be

entitled, in perpetuity, to control the assertion or waiver of all privileges and immunities in connection with any Privileged Information that relates solely to any HHH Liabilities resulting from any Actions that are now pending or may be asserted in the future, whether or not the Privileged Information is in the possession or under the control of a member of the HHH Group or the Seaport Entertainment Group;

(ii) Seaport Entertainment shall be entitled, in perpetuity, to control the assertion or waiver of all privileges and immunities in connection with any Privileged Information that relates solely to the Seaport Entertainment Business, whether or not the Privileged Information is in the possession or under the control of a member of the HHH Group or the Seaport Entertainment Group; Seaport Entertainment shall also be entitled, in perpetuity, to control the assertion or waiver of all privileges and immunities in connection with any Privileged Information that relates solely to any Seaport Entertainment Liabilities resulting from any Actions that are now pending or may be asserted in the future, whether or not the Privileged Information is in the possession or under the control of a member of the HHH Group or the Seaport Entertainment Group; and

(iii) If the Parties do not agree as to whether certain information is Privileged Information, then such information shall be treated as Privileged Information, and the Party that believes that such information is Privileged Information shall be entitled to control the assertion or waiver of all privileges and immunities in connection with any such information until such time as it is finally judicially determined that such information is not Privileged Information or unless the Parties otherwise agree. The Parties shall use the procedures set forth in Article IV to resolve any Disputes as to whether any information relates solely to the HHH Business, solely to the Seaport Entertainment Business, or to both the HHH Business and the Seaport Entertainment Business.

(c) Subject to Sections 6.8(d) and 6.8(e), the Parties agree that they shall have a shared privilege or immunity with respect to all privileges not allocated pursuant to Section 6.8(b) and all privileges and immunities relating to any Actions or other matters that involve both Parties (or one or more members of their respective Groups) and in respect of which both Parties have Liabilities under this Agreement, and that no such shared privilege or immunity may be waived by either Party without the written consent of the other Party.

(d) If any dispute arises between the Parties, or any member of their respective Groups, regarding whether a privilege or immunity should be waived to protect or advance the interests of either Party and/or any member of their respective Groups, each Party agrees that it shall: (i) negotiate with the other Party in good faith, (ii) endeavor to minimize any prejudice to the rights of the other Party and (iii) not unreasonably withhold, delay or condition consent to any request for waiver by the other Party. Further, each Party specifically agrees that it shall not withhold, delay, or condition its consent to the waiver of a privilege or immunity for any purpose except to protect its own legitimate interests.

(e) Upon receipt by any member of the Seaport Entertainment Group of any subpoena, discovery or other request that may reasonably be expected to result in the production or disclosure of Information subject to a shared privilege or immunity or as to which HHH or any

of its Subsidiaries has the sole right hereunder to assert a privilege or immunity, or if Seaport Entertainment obtains knowledge that any of its, or any member of the Seaport Entertainment Group's, current or former directors, officers, agents or employees have received any subpoena, discovery or other requests that may reasonably be expected to result in the production or disclosure of such Privileged Information, Seaport Entertainment shall promptly provide written notice to HHH of the existence of the request (which notice shall be delivered to HHH no later than five (5) Business Days following the receipt of any such subpoena, discovery or other request) and shall provide HHH a reasonable opportunity to review the Information and to assert any rights it or they may have, including under this Section 6.8 or otherwise, to prevent the production or disclosure of such Privileged Information.

(f) Upon receipt by any member of the HHH Group of any subpoena, discovery or other request that may reasonably be expected to result in the production or disclosure of Information subject to a shared privilege or immunity or as to which Seaport Entertainment or any member of the Seaport Entertainment Group has the sole right hereunder to assert a privilege or immunity, or if HHH obtains knowledge that any of its, or any member of the HHH Group's, current or former directors, officers, agents or employees have received any subpoena, discovery or other requests that may reasonably be expected to result in the production or disclosure of such Privileged Information, HHH shall promptly provide written notice to Seaport Entertainment of the existence of the request (which notice shall be delivered to Seaport Entertainment no later than five (5) Business Days following the receipt of any such subpoena, discovery or other request) and shall provide Seaport Entertainment a reasonable opportunity to review the Information and to assert any rights it or they may have, including under this Section 6.8 or otherwise, to prevent the production or disclosure of such Privileged Information.

(g) Any furnishing of, or access to, Information pursuant to this Agreement and the transfer of the Assets and retention of the Seaport Entertainment Assets by Seaport Entertainment are made and done in reliance on the agreement of the Parties set forth in this Section 6.8 and in Section 6.9 to maintain the confidentiality of Privileged Information and to assert and maintain all applicable privileges and immunities. The Parties agree that their respective rights to any access to information, witnesses and other Persons, the furnishing of notices and documents and other cooperative efforts between the Parties contemplated by this Agreement, and the transfer of Privileged Information between the Parties and members of their respective Groups pursuant to this Agreement, shall not be deemed a waiver of any privilege that has been or may be asserted under this Agreement or otherwise. The Parties further agree that: (i) the exchange or retention by one Party to the other Party of any Privileged Information that should not have been transferred or retained, as the case may be, pursuant to the terms of this Article VI shall not be deemed to constitute a waiver of any privilege or immunity that has been or may be asserted under this Agreement or otherwise with respect to such Privileged Information; and (ii) the Party receiving or retaining such Privileged Information shall promptly return or transfer, as the case may be, such Privileged Information to the Party who has the right to assert the privilege or immunity.

(h) In furtherance of, and without limitation to, the Parties' agreement under this Section 6.8, HHH and Seaport Entertainment shall, and shall cause their applicable Subsidiaries

to, use reasonable efforts to maintain their respective separate and joint privileges and immunities, including by executing joint defense and/or common interest agreements where necessary or useful for this purpose.

6.9 **Confidentiality**.

(a) *Confidentiality*. From and after the Effective Time, subject to Section 6.9(c) and except as contemplated by or otherwise provided in this Agreement or any Ancillary Agreement, HHH, on behalf of itself and each of its Subsidiaries, and Seaport Entertainment, on behalf of itself and each of its Subsidiaries, agrees to hold, and to cause its respective Representatives to hold, in strict confidence, with at least the same degree of care that applies to HHH's confidential and proprietary information pursuant to policies in effect as of the Effective Time, all confidential or proprietary Information concerning the other Party (or its business) and the other Party's Subsidiaries (or their respective businesses) that is either in its possession (including confidential or proprietary Information in its possession prior to the Effective Time) or furnished by the other Party or the other Party's Subsidiaries or their respective Representatives at any time pursuant to this Agreement or any Ancillary Agreement, and shall not use any such confidential or proprietary Information other than for such purposes as may be expressly permitted hereunder or thereunder, except, in each case, to the extent that such confidential or proprietary Information has been: (i) in the public domain or generally available to the public, other than as a result of a disclosure by such Party or any of its Subsidiaries or any of their respective Representatives in violation of this Agreement, (ii) later lawfully acquired from other sources by such Party or any of its Subsidiaries, which sources are not themselves bound by a confidentiality obligation or other contractual, legal or fiduciary obligation of confidentiality with respect to such confidential or proprietary Information or (iii) independently developed or generated without reference to or use of the respective proprietary or confidential Information of the other Party or any of its Subsidiaries. The foregoing restrictions shall not apply in connection with the enforcement of any right or remedy relating to this Agreement or the Ancillary Agreements or the transactions contemplated hereby or thereby. If any confidential or proprietary Information of one Party or any of its Subsidiaries is disclosed to another Party or any of its Subsidiaries in connection with providing services to such first Party or any of its Subsidiaries under this Agreement or any Ancillary Agreement, then such disclosed confidential or proprietary Information shall be used only as required to perform such services.

(b) *No Release; Return or Destruction*. Each Party agrees not to release or disclose, or permit to be released or disclosed, any confidential or proprietary Information of the other Party addressed in Section 6.9(a) to any other Person, except its Representatives who need to know such Information in their capacities as such (who shall be advised of their obligations hereunder with respect to such Information), and except in compliance with Section 6.9(c). Without limiting the foregoing, when any Information furnished by the other Party after the Effective Time pursuant to this Agreement or any Ancillary Agreement is no longer needed for the purposes contemplated by this Agreement or any Ancillary Agreement, each Party shall, at its option, promptly after receiving a written notice from the disclosing Party, either return to the disclosing Party all such Information in a tangible form (including all copies thereof and all notes, extracts or summaries based thereon) or certify to the disclosing Party that it has destroyed

such Information (and such copies thereof and such notes, extracts or summaries based thereon); *provided*, *however*, that a Party shall not be required to destroy or return any such Information to the extent that (i) the Party is required to retain the Information in order to comply with any applicable Law, (ii) the Information has been backed up electronically pursuant to the Party's standard document retention policies and will be managed and ultimately destroyed consistent with such policies or (iii) it is kept in the Party's legal files for purposes of resolving any dispute that may arise under this Agreement or any Ancillary Agreement.

(c) *Third-Party Information; Privacy or Data Privacy Laws*. Each Party acknowledges that it and its respective Subsidiaries may presently have and, after the Effective Time, may gain access to or possession of confidential or proprietary Information of, or Personal Information relating to, Third Parties: (i) that was received under confidentiality or non-disclosure agreements entered into between such Third Parties, on the one hand, and the other Party or the other Party's Subsidiaries, on the other hand, prior to the Effective Time or (ii) that, as between the two parties, was originally collected by the other Party or the other Party's Subsidiaries and that may be subject to and protected by Data Privacy Laws or other applicable Laws. Each Party agrees that it shall hold, protect and use, and shall cause its Subsidiaries and its and their respective Representatives to hold, protect and use, in strict confidence the confidential and proprietary Information of, or Personal Information relating to, Third Parties in accordance with Data Privacy Laws or other applicable Laws and the terms of any agreements that were either entered into before the Effective Time or affirmative commitments or representations that were made before the Effective Time by, between or among the other Party or the other Party's Subsidiaries, on the one hand, and such Third Parties, on the other hand.

6.10 **Protective Arrangements**. In the event that either Party or any of its Subsidiaries is requested or required (by oral question, interrogatories, requests for information or documents, subpoena, civil investigative demand or similar process) by any Governmental Authority or pursuant to applicable Law or the rules of any stock exchange on which the shares of the Party or any member of its Group are traded to disclose or provide any confidential or proprietary Information of the other Party (other than with respect to any such Information furnished pursuant to the provisions of Section 6.1 or 6.7, as applicable) that is subject to the confidentiality provisions hereof, such Party shall provide the other Party with written notice of such request or demand (to the extent legally permitted) as promptly as practicable under the circumstances so that such other Party shall have an opportunity to seek an appropriate protective order, at such other Party's own cost and expense. In the event that such other Party fails to receive such appropriate protective order in a timely manner and the Party receiving the request or demand reasonably determines that its failure to disclose or provide such Information shall actually prejudice the Party receiving the request or demand, then the Party that received such request or demand may thereafter disclose or provide Information to the extent required by such Law (as so advised by its counsel) or by lawful process or such Governmental Authority, and the disclosing Party shall promptly provide the other Party with a copy of the information so disclosed, in the same form and format so disclosed, together with a list of all Persons to whom such information was disclosed, in each case to the extent legally permitted.

6.11 **Witness Services**. At all times from and after the Effective Time, each of HHH and Seaport Entertainment shall use its commercially reasonable efforts to make available to the other, upon reasonable written request, its and its Subsidiaries' officers, directors, employees and agents (taking into account the business demands of such individuals) as witnesses to the extent that (i) such Persons may reasonably be required to testify in connection with the prosecution or defense of any Action in which the requesting Party may from time to time be involved (except for claims, demands or Actions in which one or more members of one Group is adverse to one or more members of the other Group) and (ii) there is no conflict in the Action between the requesting Party and the other Party. A Party providing a witness to the other Party under this Section 6.11 shall be entitled to receive from the recipient of such witness services, upon the presentation of invoices therefor, payments for such amounts, relating to supplies, disbursements and other out-of-pocket expenses (which shall not include the costs of salaries and benefits of employees who are witnesses or any pro rata portion of overhead or other costs of employing such employees which would have been incurred by such employees' employer regardless of the employees' service as witnesses), as may be reasonably incurred and properly paid under applicable Law.

6.12 **Personal Information**.

(a) To the extent any Seaport Entertainment Personal Information falls within the scope of the California Consumer Privacy Act or similar U.S. state comprehensive privacy laws, for the avoidance of doubt, all such Personal Information is an asset that will be transferred as part of the transactions contemplated by this Agreement, as contemplated by the relevant exception to the term "sale" as defined under such laws.

(b) Each Party shall ensure, and cooperate with the other Party to ensure, that its Processing and transfer of Personal Information hereunder does and will comply with all Data Privacy Laws and take all reasonable precautions to avoid acts that place the other Party in breach of its obligations under any Data Privacy Laws. Nothing in this Section 6.12 shall be deemed to prevent any Party from taking the steps it reasonably deems necessary to comply with any applicable Data Privacy Laws.

ARTICLE VII.
FURTHER ASSURANCES AND ADDITIONAL COVENANTS

7.1 **Further Assurances**.

(a) In addition to the actions specifically provided for elsewhere in this Agreement, each of the Parties hereto shall use its commercially reasonable efforts, prior to, on and after the Effective Time, to take, or cause to be taken, all actions, and to do, or cause to be done, all things reasonably necessary, proper or advisable on its part under applicable Laws, regulations and agreements, to consummate and make effective the transactions contemplated by this Agreement and the Ancillary Agreements.

(b) Without limiting the foregoing, prior to, on and after the Effective Time, each Party hereto shall cooperate with each other Party hereto, and without any further consideration,

but at the expense of the requesting Party, to execute and deliver, or use its commercially reasonable efforts to cause to be executed and delivered, all instruments, including instruments of conveyance, assignment and transfer, and to make all filings with, and to obtain or make any Approvals or Notifications of, any Governmental Authority or any other Person under any permit, license, agreement, indenture or other instrument (including any Third Party consents or Governmental Approvals), and to take all such other actions as such Party may reasonably be requested to take by any other Party hereto from time to time, consistent with the terms of this Agreement and the Ancillary Agreements, in order to effectuate the provisions and purposes of this Agreement and the Ancillary Agreements and the transfers of the Seaport Entertainment Assets and the assignment and assumption of the Seaport Entertainment Liabilities and the other transactions contemplated hereby and thereby. Without limiting the foregoing, each Party shall, at the reasonable request, cost and expense of any other Party, take such other actions as may be reasonably necessary to vest in such other Party all of the transferring Party's right, title and interest to the Assets allocated to such Party by this Agreement or any Ancillary Agreement, in each case, if and to the extent it is practicable to do so.

(c) On or prior to the Effective Time, HHH and Seaport Entertainment in their respective capacities as direct and indirect shareholders of their respective Subsidiaries, shall each ratify any actions that are reasonably necessary or desirable to be taken by any Subsidiary of HHH or Subsidiary of Seaport Entertainment, as the case may be, to effectuate the transactions contemplated by this Agreement and the Ancillary Agreements.

7.2 **Performance**. HHH shall cause to be performed, and hereby guarantees the performance of, all actions, agreements and obligations set forth in this Agreement or in any Ancillary Agreement to be performed by any member of the HHH Group. Seaport Entertainment shall cause to be performed, and hereby guarantees the performance of, all actions, agreements and obligations set forth in this Agreement or in any Ancillary Agreement to be performed by any member of the Seaport Entertainment Group. Each Party (including its permitted successors and assigns) further agrees that it shall (a) give timely notice of the terms, conditions and continuing obligations contained in this Section 7.2 to all of the other members of its Group, and (b) cause all of the other members of its Group not to take, or omit to take, any action which action or omission would violate or cause such Party to violate this Agreement or any Ancillary Agreement or materially impair such Party's ability to consummate the transactions contemplated hereby or thereby.

7.3 **No Restrictions on Post-Closing Competitive Activities; Corporate Opportunities**.

(a) Each of the Parties agrees that this Agreement shall not include any noncompetition or other similar restrictive arrangements with respect to the range of business activities that may be conducted, or investments that may be made, by the Groups. Accordingly, each of the Parties acknowledges and agrees that nothing set forth in this Agreement shall be construed to create any explicit or implied restriction or other limitation on the ability of any Group to engage in any business or other activity that overlaps or competes with the business of the other Group. Except as expressly provided herein, or in the Ancillary Agreements, each

Group shall have the right to, and shall have no duty to abstain from exercising such right to, (i) engage or invest, directly or indirectly, in the same, similar or related business activities or lines of business as the other Group, (ii) make investments in the same or similar types of investments as the other Group, (iii) do business with any client, customer, vendor or lessor of any of the other Group or (iv) subject to Section 7.6, employ or otherwise engage any officer, director or employee of the other Group.

(b) Except as expressly provided herein, or in the Ancillary Agreements, the Parties hereby acknowledge and agree that if any Person that is a member of a Group, including any officer or director thereof, acquires knowledge of a potential transaction or matter that may be a corporate opportunity for either or both Groups, the other Group shall not have an interest in, or expectation that such opportunity be offered to it or that it be offered an opportunity to participate therein, and any such expectation with respect to such opportunity, is hereby renounced by such Group. Accordingly, except as expressly provided herein, or in the Ancillary Agreements, (i) neither Group will be under any obligation to present, communicate or offer any such opportunity to the other Group and (ii) each Group has the right to hold any such opportunity for its own account, or to direct, recommend, sell, assign or otherwise transfer such opportunity to any Person or Persons other than the other Group, and, to the fullest extent permitted by Law, neither Group shall have or be under any duty to the other Group and shall not be liable to the other Group for any breach or alleged breach thereof or for any derivation of personal economic gain by reason of the fact that such Group or any of its officers or directors pursues or acquires the opportunity for itself, or directs, recommends, sells, assigns or otherwise transfers the opportunity to another Person, or such Group does not present, offer or communicate information regarding the opportunity to the other Group.

(c) For the purposes of this Section 7.3, "corporate opportunities" of a Group shall include business opportunities that such Group is financially able to undertake, that are, by their nature, in a line of business of such Group, are of practical advantage to it and are ones in which any member of the Group has an interest or a reasonable expectancy, and in which, by embracing the opportunities, the self-interest of a Person or any of its officers or directors will be brought into conflict with that of such Group.

7.4 **Mail Forwarding**. (a) HHH agrees that following the Effective Time it shall use its commercially reasonable efforts to forward to Seaport Entertainment any correspondence relating to the Seaport Entertainment Business (or a copy thereof to the extent such correspondence relates to both the Seaport Entertainment Business and the HHH Business) that is delivered to HHH and (b) Seaport Entertainment agrees that following the Effective Time it shall use its commercially reasonable efforts to forward to HHH any correspondence relating to the HHH Business (or a copy thereof to the extent such correspondence relates to both the HHH Business and the Seaport Entertainment Business) that is delivered to Seaport Entertainment.

7.5 **Non-Disparagement**. Each of the Parties shall not and shall direct their respective Groups and their respective officers and employees not to make, or cause to be made, any statement or communicate any information (whether oral or written) that disparages the other Group or any of their respective officers, directors or employees. The foregoing shall not prevent

(i) the making of any factual statement in the event that either Party or any of its representatives are required (by oral question, interrogatories, requests for information or documents, subpoena, civil investigative demand or similar process) to make that statement by any Governmental Authority or pursuant to applicable Law or the rules of any stock exchange on which the shares of the Party or any member of its Group are traded or (ii) a response by a Party to any statement made by the other Party or any of its Groups or their respective officers and employees which is in violation of this Section 7.5.

7.6 **Non-Solicitation Covenant**. For a period of one (1) year from and after the Effective Time, neither Party shall, and shall ensure that the other members of such Party's Group shall not, directly or indirectly, solicit or hire any vice president-level and above employees of the other Party's Group without the prior written consent of HHH or Seaport Entertainment, as applicable; *provided*, *however*, that this Section 7.6 shall not prohibit any general offers of employment to the public, including through a bona fide search firm, so long as it is not specifically targeted toward employees of the HHH Group or Seaport Entertainment Group, as applicable.

7.7 **Order of Precedence**.

(a) Notwithstanding anything to the contrary in this Agreement or any Specified Ancillary Agreement, in the case of any conflict between the provisions of this Agreement and any Specified Ancillary Agreement, the provisions of such Specified Ancillary Agreement shall prevail.

(b) The Parties acknowledge and confirm that, notwithstanding anything to the contrary in the Transfer Documents, (i) to the extent that any provision of the Transfer Documents conflicts with this Agreement, this Agreement shall be deemed to control with respect to the subject matter thereof and (ii) the Transfer Documents shall not be deemed in any way to amend, expand, restrict or otherwise modify such parties' rights and obligations set forth in this Agreement.

7.8 **HHH Marks**.

(a) Seaport Entertainment acknowledges and agrees that the HHH Marks are owned solely by the HHH Group, and that none of the Seaport Entertainment Group shall have any right, title or interest in and to the HHH Marks.

(b) Following the Separation, the Seaport Entertainment Group shall not: (A) use any of the HHH Marks or any Trademarks or domain names confusingly similar to or embodying any of the HHH Marks, either alone or in combination with other words or elements; (B) seek to register any HHH Marks, (C) challenge any rights of the HHH Group in any HHH Marks or their rights to register the same; (D) challenge the validity or enforceability of any of the HHH Marks; or (E) assist any third party in connection with any of the foregoing.

ARTICLE VIII.
TERMINATION

8.1 **Termination**. This Agreement and any Ancillary Agreement may be terminated and the terms and conditions of the Separation and the Distribution may be amended, modified or abandoned at any time prior to the Effective Time by and in the sole and absolute discretion of the HHH Board without the approval of any other Person, including Seaport Entertainment or HHH or the shareholders of Seaport Entertainment or HHH. In the event that this Agreement is terminated, this Agreement shall become null and void and no Party, nor any Party's directors, officers or employees, shall have any Liability of any kind to any Person by reason of this Agreement. After the Distribution, this Agreement may not be terminated except by an agreement in writing signed by HHH and Seaport Entertainment.

8.2 **Effect of Termination**. In the event of any termination of this Agreement prior to the Effective Time, no Party (nor any of its directors, officers or employees) shall have any Liability or further obligation to the other Party by reason of this Agreement.

ARTICLE IX.
MISCELLANEOUS

9.1 **Counterparts; Entire Agreement; Corporate Power**.

(a) This Agreement and each Ancillary Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement, and shall become effective when one or more counterparts have been signed by each Party and delivered to each other Party. The exchange of a fully executed Agreement (in counterparts or otherwise) by facsimile, electronic mail (including.pdf, DocuSign or other electronic signature) or other transmission method shall be deemed to have been duly and validly delivered and shall be sufficient to bind the Parties to the terms and conditions of this Agreement.

(b) This Agreement, the Ancillary Agreements and the exhibits, annexes and schedules hereto and thereto, contain the entire agreement between the Parties with respect to the subject matter hereof, supersede all previous agreements, negotiations, discussions, writings, understandings, commitments and conversations with respect to such subject matter and there are no agreements or understandings between the Parties with respect to such subject matter other than those set forth or referred to herein or therein.

(c) HHH represents on behalf of itself and each other member of the HHH Group, and Seaport Entertainment represents on behalf of itself and each other member of the Seaport Entertainment Group, as follows:

(i) each such Person has the requisite corporate or other power and authority and has taken all corporate or other action necessary in order to execute, deliver and perform this Agreement and each Ancillary Agreement to which it is a party and to consummate the transactions contemplated hereby; and

(ii) this Agreement and each Ancillary Agreement to which it is a party has been or will be duly executed and delivered by it and constitutes or will constitute a valid and binding agreement of it enforceable in accordance with the terms thereof.

9.2 **Governing Law**. This Agreement (and any claims or Disputes arising out of or related hereto or to the transactions contemplated hereby or to the inducement of any Party to enter herein, whether for breach of contract, tortious conduct or otherwise and whether predicated on common law, statute or otherwise) shall be governed by and construed and interpreted in accordance with the Laws of the State of New York, irrespective of the choice of laws principles of the State of New York, including all matters of validity, construction, effect, enforceability, performance and remedies.

9.3 **Assignability**. Except as set forth in any Ancillary Agreement, this Agreement and each Ancillary Agreement shall be binding upon and inure to the benefit of the other Party or the other parties hereto and thereto, respectively, and their respective successors and permitted assigns; *provided*, *however*, that no Party or party thereto may assign its respective rights or delegate its respective obligations under this Agreement without (i) the express prior written consent of the other Party or other parties thereto, as applicable, and (ii) all necessary approvals of MLB PDL, as applicable. Notwithstanding the foregoing, no such consent shall be required for the assignment of a party's rights and obligations under this Agreement or the Ancillary Agreements (except as may be otherwise provided in any such Ancillary Agreement) in whole in connection with a change of control of a Party so long as the resulting, surviving or transferee Person assumes all the obligations of the relevant party thereto by operation of Law or pursuant to an agreement in form and substance reasonably satisfactory to the other Party. Nothing herein is intended to, or shall be construed to, prohibit either Party or any member of its Group from being party to or undertaking a change of control.

9.4 **Third-Party Beneficiaries**. Except for the release and indemnification rights under this Agreement of any HHH Indemnitee or Seaport Entertainment Indemnitee in their respective capacities as such, and the provisions of Section 5.1(d) as to directors and officers of the HHH Group and the Seaport Entertainment Group, and the provisions of Section 3.3(o), Section 9.3, and Section 9.15 as to MLB PDL: (a) the provisions of this Agreement and each Ancillary Agreement are solely for the benefit of the Parties and are not intended to confer upon any Person (including, without limitation, any shareholders of HHH or shareholders of Seaport Entertainment) except the Parties hereto any rights or remedies hereunder; and (b) there are no third-party beneficiaries of this Agreement or any Ancillary Agreement and neither this Agreement nor any Ancillary Agreement shall provide any third Person (including, without limitation, any shareholders of HHH or shareholders of Seaport Entertainment) with any remedy, claim, Liability, reimbursement, claim of action or other right in excess of those existing without reference to this Agreement or any Ancillary Agreement.

9.5 **Notices**. All notices, requests, claims, demands or other communications under this Agreement and, to the extent applicable, and unless otherwise provided thereunder, under each of the Ancillary Agreements shall be in writing and shall be given or made (and shall be deemed to have been duly given or made upon receipt) by delivery in person, by overnight

courier service, by email with receipt confirmed, or by registered or certified mail (postage prepaid, return receipt requested) to the respective Parties at the following addresses (or at such other address for a Party as shall be specified in a notice given in accordance with this Section 9.5):

If to HHH, to:

Howard Hughes Holdings Inc.
9950 Woodloch Forest Drive, Suite 1100
The Woodlands, TX 77380
Attention: Carlos Olea
Email:

with a copy (which shall not constitute notice) to:

Latham & Watkins LLP
355 South Grand Avenue, Suite 100
Los Angeles, CA 90071-1560
Attention: Julian Kleindorfer; Abigail Smith
Email:

If to Seaport Entertainment, to:

Seaport Entertainment Group Inc.
199 Water Street, 28th Floor
New York, NY 10038
Attention: Anton Nikodemus
Email:

Any Party may, by notice to the other Party, change the address and contact person to which any such notices are to be given.

9.6 **Severability**. If any provision of this Agreement or any Ancillary Agreement or the application thereof to any Person or circumstance is determined by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions hereof or thereof, or the application of such provision to Persons or circumstances or in jurisdictions other than those as to which it has been held invalid or unenforceable, shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby. Upon such determination, the Parties shall negotiate in good faith in an effort to agree upon such a suitable and equitable provision to effect the original intent of the Parties.

9.7 **Force Majeure**. No Party shall be deemed in default of this Agreement or, unless otherwise provided therein, any Ancillary Agreement for any delay or failure to fulfill any obligation, other than a delay or failure to make a payment, so long as and to the extent to which any delay or failure in the fulfillment of such obligations is prevented, frustrated, hindered or delayed as a consequence of circumstances of Force Majeure. In the event of any such excused

delay, the time for performance shall be extended for a period equal to the time lost by reason of the delay. A Party claiming the benefit of this provision shall, as soon as reasonably practicable after the occurrence of any such event, (a) provide written notice to the other Party of the nature and extent of any such Force Majeure condition; and (b) use commercially reasonable efforts to remove any such causes and resume performance under this Agreement and the Ancillary Agreements, as applicable, as soon as reasonably practicable.

9.8 **Press Release**.

(a) No later than one (1) Business Day after the Effective Time, Seaport Entertainment and HHH shall issue a joint press release regarding the consummation of the Separation and Distribution.

(b) Seaport Entertainment shall not issue any press release or public announcement concerning this Agreement or the transactions contemplated hereby or make any other public disclosure regarding the terms of this Agreement or the transactions contemplated hereby, or the discussions relating hereto, without obtaining the prior written approval of HHH.

9.9 **Expenses**. The expenses and costs incurred in connection with the Separation and Distribution shall be borne 100% by HHH.

9.10 **Late Payments**. Except as expressly provided to the contrary in this Agreement, any amount not paid when due pursuant to this Agreement (and any amounts billed or otherwise invoiced or demanded and properly payable that are not paid within thirty (30) days of such bill, invoice or other demand) shall accrue interest at a rate per annum equal to the Prime Rate plus one and one-half percent (1.5%) or the maximum rate permitted by Law, whichever is less.

9.11 **Headings**. The article, section and paragraph headings contained in this Agreement or any Ancillary Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement or any Ancillary Agreement.

9.12 **Survival of Covenants**. Except as expressly set forth in this Agreement or any Ancillary Agreement, the covenants, representations and warranties contained in this Agreement and the Ancillary Agreements, and liability for the breach of any obligations contained herein or therein, shall survive the Separation and the Distribution and shall remain in full force and effect in accordance with their terms.

9.13 **Waivers of Default**. Waiver by a Party of any default by the other Party of any provision of this Agreement or any Ancillary Agreement shall not be deemed a waiver by the waiving Party of any subsequent or other default, nor shall it prejudice the rights of the other Party. No failure or delay by a Party in exercising any right, power or privilege under this Agreement or any Ancillary Agreement shall operate as a waiver thereof nor shall a single or partial exercise thereof prejudice any other or further exercise thereof or the exercise of any other right, power or privilege.

9.14 **Specific Performance**. Subject to Article IV, in the event of any actual or threatened default in, or breach of, any of the terms, conditions and provisions of this Agreement or any Ancillary Agreement, the Party or Parties who are, or are to be, thereby aggrieved shall have the right to specific performance and injunctive or other equitable relief (on an interim or permanent basis) in respect of its or their rights under this Agreement or such Ancillary Agreement, in addition to any and all other rights and remedies at law or in equity, and all such rights and remedies shall be cumulative. The Parties agree that the remedies at law for any breach or threatened breach, including monetary damages, are inadequate compensation for any loss and that any defense in any action for specific performance that a remedy at law would be adequate is waived. Any requirements for the securing or posting of any bond with such remedy are waived by each of the Parties.

9.15 **Amendments**. No provisions of this Agreement or any Ancillary Agreement shall be deemed waived, amended, supplemented or modified by a Party, unless (i) such waiver, amendment, supplement or modification is in writing and signed by the authorized representative of the Party against whom such waiver, amendment, supplement or modification is sought to be enforced and (ii) all necessary approvals of MLB PDL have been obtained in advance thereof.

9.16 **Construction**. This Agreement shall be construed as if jointly drafted by the Parties and no rule of construction or strict interpretation shall be applied against either Party. The Parties represent that this Agreement is entered into with full consideration of any and all rights which the Parties may have. The Parties have conducted such investigations they thought appropriate, and have consulted with such advisors as they deemed appropriate regarding this Agreement and their rights and asserted rights in connection therewith. The Parties are not relying upon any representations or statements made by the other Party, or such other Party's employees, agents, representatives or attorneys, regarding this Agreement, except to the extent such representations are expressly set forth or incorporated in this Agreement. The Parties are not relying upon a legal duty, if one exists, on the part of the other Party (or such other Party's employees, agents, representatives or attorneys) to disclose any information in connection with the execution of this Agreement or their preparation, it being expressly understood that neither Party shall ever assert any failure to disclose information on the part of the other Party as a ground for challenging this Agreement.

9.17 **Performance**. Each Party shall cause to be performed, and hereby guarantees the performance of, all actions, agreements and obligations set forth herein to be performed by any Subsidiary or controlled Affiliate of such Party.

9.18 **Limited Liability**. Notwithstanding any other provision of this Agreement, no individual who is a shareholder, director, employee, officer, agent or representative of HHH or Seaport Entertainment, in such individual's capacity as such, shall have any liability in respect of or relating to the covenants or obligations of HHH or Seaport Entertainment, as applicable, under this Agreement or any Ancillary Agreement or in respect of any certificate delivered with respect hereto or thereto and, to the fullest extent legally permissible, each of HHH or Seaport Entertainment, for itself and its respective Subsidiaries and its and their respective shareholders,

directors, employees and officers, waives and agrees not to seek to assert or enforce any such liability that any such Person otherwise might have pursuant to applicable Law.

9.19 **Exclusivity of Tax Matters**. Notwithstanding any other provision of this Agreement (other than Sections 2.4, 2.9, 3.2(c), 3.3(l), 5.5(g) and 5.6(f)), the Tax Matters Agreement shall exclusively govern all matters related to Taxes (including allocations thereof) addressed therein. If there is a conflict between any provision of this Agreement or of an Ancillary Agreement (other than the Tax Matters Agreement), on the one hand, and the Tax Matters Agreement, on the other hand, and such provisions relate to matters addressed by the Tax Matters Agreement, the Tax Matters Agreement shall control.

9.20 **Limitations of Liability**. NOTWITHSTANDING ANYTHING IN THIS AGREEMENT OR ANY ANCILLARY AGREEMENT TO THE CONTRARY, NEITHER SEAPORT ENTERTAINMENT NOR ITS AFFILIATES, ON THE ONE HAND, NOR HHH NOR ITS AFFILIATES, ON THE OTHER HAND, SHALL BE LIABLE UNDER THIS AGREEMENT OR ANY ANCILLARY AGREEMENT TO THE OTHER FOR ANY INCIDENTAL CONSEQUENTIAL, SPECIAL, INDIRECT, PUNITIVE, EXEMPLARY, REMOTE, SPECULATIVE OR SIMILAR DAMAGES IN EXCESS OF COMPENSATORY DAMAGES OF THE OTHER ARISING IN CONNECTION WITH THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY (OTHER THAN ANY SUCH LIABILITY WITH RESPECT TO INDEMNIFICATION OF SUCH DAMAGES, INCLUDING ALL COSTS, EXPENSES, INTEREST, ATTORNEYS' FEES, DISBURSEMENTS AND EXPENSES OF COUNSEL, EXPERT AND CONSULTING FEES AND COSTS RELATED THERETO OR TO THE INVESTIGATION OR DEFENSE THEREOF, PAID BY AN INDEMNITEE IN RESPECT OF A THIRD-PARTY CLAIM).

[Signature Page to Follow.]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives.

HOWARD HUGHES HOLDINGS INC.

By: _____
Name: Carlos Olea
Title: Chief Financial Officer

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives.

SEAPORT ENTERTAINMENT GROUP INC.

By: _____
Name: Anton Nikodemus
Title: Chief Executive Officer

[Signature Page to Separation and Distribution Agreement]

AMENDED AND RESTATED CERTIFICATE OF INCORPORATION
OF
SEAPORT ENTERTAINMENT GROUP INC.

Seaport Entertainment Group Inc. (the "Corporation"), a corporation organized and existing under the General Corporation Law of the State of Delaware (the "DGCL"), does hereby certify as follows:

1. The name of the Corporation is Seaport Entertainment Group Inc. The Corporation was incorporated by the filing of its original Certificate of Incorporation with the Secretary of State of the State of Delaware on January 24, 2024.

2. This Amended and Restated Certificate of Incorporation (the "Restated Certificate"), which amends, restates and further integrates the certificate of incorporation of the Corporation as heretofore in effect, has been approved by the Board of Directors of the Corporation in accordance with Sections 242 and 245 of the DGCL, and has been adopted by the written consent of the stockholders of the Corporation in accordance with Section 228 of the DGCL.

3. The text of the certificate of incorporation of the Corporation, as heretofore amended, is hereby amended and restated by this Restated Certificate to read in its entirety as set forth in EXHIBIT A attached hereto.

[*Remainder of page intentionally left blank*.]

IN WITNESS WHEREOF, Seaport Entertainment Group Inc. has caused this Restated Certificate to be signed by a duly authorized officer of the Corporation, on , 2024.

Seaport Entertainment Group Inc.,
a Delaware corporation

By: _____
Name:
Title:

[*Signature Page to Seaport Entertainment Group Inc. Certificate of Incorporation*]

EXHIBIT A

ARTICLE I

The name of the corporation is Seaport Entertainment Group Inc. (the "Corporation").

ARTICLE II

The address of the Corporation's registered office in the State of Delaware is 251 Little Falls Drive, Wilmington, New Castle County, Delaware 19808, and the name of its registered agent at such address is Corporation Service Company.

ARTICLE III

The purpose of the Corporation is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of the State of Delaware (the "DGCL") as it now exists or may hereafter be amended and supplemented.

ARTICLE IV

The Corporation is authorized to issue two classes of stock designated, respectively, "Common Stock" and "Preferred Stock." The total number of shares of capital stock which the Corporation shall have authority to issue is 500,000,000. The total number of shares of Common Stock that the Corporation is authorized to issue is 480,000,000, having a par value of $0.01 per share, and the total number of shares of Preferred Stock that the Corporation is authorized to issue is 20,000,000, having a par value of $0.01 per share. Upon the effectiveness of this Amended and Restated Certificate of Incorporation (the "Effective Time"), the shares of Common Stock in the aggregate issued and outstanding immediately prior to the Effective Time shall be automatically reclassified and converted, without further action on the part of the Corporation or the holder of such Common Stock, into an aggregate of [_____] shares of Common Stock. From and after the Effective Time, each book-entry share or certificate, as applicable, representing Common Stock issued and outstanding immediately prior to the Effective Time shall thereafter represent the number of shares of Common Stock into which such shares have been reclassified at the Effective Time.

ARTICLE V

The designations and the powers, preferences and rights, and the qualifications, limitations or restrictions thereof, in respect of each class of capital stock of the Corporation are as follows:

A. COMMON STOCK.

1. General. The voting, dividend, liquidation and other rights and powers of the Common Stock are subject to and qualified by the rights, powers and preferences of any series of Preferred Stock as may be designated by the Board of Directors of the Corporation (the "Board of Directors") and outstanding from time to time.

2. Voting. Except as otherwise provided herein or expressly required by law, each holder of Common Stock, as such, shall be entitled to vote on each matter submitted to a vote of stockholders and shall be entitled to one (1) vote for each share of Common Stock held of record by such holder as of the record date for determining stockholders entitled to vote on such matter. Except as otherwise required by law, holders of Common Stock, as such, shall not be entitled to vote on any amendment to this Amended and Restated Certificate of Incorporation (this "Restated Certificate") (including any Certificate of Designation (as defined below)) that relates solely to the rights, powers, preferences (or the qualifications, limitations or restrictions thereof) or other terms of one or more outstanding series of Preferred Stock if the holders of such affected series are entitled, either separately or together with the holders of one or more other such series, to vote thereon pursuant to this Restated Certificate (including any Certificate of Designation) or pursuant to the DGCL.

Subject to the rights of any holders of any outstanding series of Preferred Stock, the number of authorized shares of Common Stock may be increased or decreased (but not below the number of shares thereof then outstanding) by the requisite vote of the holders of the stock of the Corporation entitled to vote thereon, and no vote of the holders of either the Common Stock or the Preferred Stock voting separately as a class shall be required therefor irrespective of the provisions of Section 242(b)(2) of the DGCL.

3. Dividends. Subject to applicable law and the rights and preferences of any holders of any outstanding series of Preferred Stock, the holders of Common Stock, as such, shall be entitled to the payment of dividends on the Common Stock when, as and if declared by the Board of Directors in accordance with applicable law.

4. Liquidation. Subject to the rights and preferences of any holders of any shares of any outstanding series of Preferred Stock, in the event of any liquidation, dissolution or winding up of the Corporation, whether voluntary or involuntary, the funds and assets of the Corporation that may be legally distributed to the Corporation's stockholders shall be distributed among the holders of the then outstanding Common Stock *pro rata* in accordance with the number of shares of Common Stock held by each such holder.

B. PREFERRED STOCK. Shares of Preferred Stock may be issued from time to time in one or more series, each of such series to have such terms as stated or expressed herein or in the resolution or resolutions providing for the creation and issuance of such series adopted by the Board of Directors as hereinafter provided.

Authority is hereby expressly granted to the Board of Directors from time to time to issue the Preferred Stock in one or more series, and in connection with the creation of any such series, by adopting a resolution or resolutions providing for the issuance of the shares thereof and by filing a certificate of designation relating thereto in accordance with the DGCL (a "Certificate of Designation"), to determine and fix the number of shares of such series and such voting powers, full or limited, or no voting powers, and such designations, preferences and relative participating, optional or other special rights, and qualifications, limitations or restrictions thereof, including, without limitation thereof, dividend rights, conversion rights, redemption rights and liquidation preferences, and to increase or decrease (but not below the

number of shares of such series then outstanding) the number of shares of any series as shall be stated and expressed in such resolutions, all to the fullest extent now or hereafter permitted by the DGCL. Without limiting the generality of the foregoing, the resolution or resolutions providing for the creation and issuance of any series of Preferred Stock may provide that such series shall be superior or rank equally or be junior to any other series of Preferred Stock to the extent permitted by law and this Restated Certificate (including any Certificate of Designation). Except as otherwise required by law, holders of any series of Preferred Stock shall be entitled only to such voting rights, if any, as shall expressly be granted thereto by this Restated Certificate (including any Certificate of Designation).

The number of authorized shares of Preferred Stock may be increased or decreased (but not below the number of shares thereof then outstanding) by the requisite vote of the holders of the stock of the Corporation entitled to vote thereon, and no vote of the holders of either the Common Stock or the Preferred Stock voting separately as a class shall be required therefor irrespective of the provisions of Section 242(b)(2) of the DGCL.

ARTICLE VI

For the management of the business and for the conduct of the affairs of the Corporation it is further provided that:

A. Except as otherwise expressly provided by the DGCL or this Restated Certificate, the business and affairs of the Corporation shall be managed by or under the direction of the Board of Directors. The number of directors which shall constitute the whole Board of Directors shall be fixed exclusively by one or more resolutions adopted from time to time by the Board of Directors.

B. Until the earlier of (a) such time as the Standby Purchasers (as defined in the Investor Rights Agreement dated on or about [_____], by and among the Corporation and Pershing Square Holdings, Ltd., Pershing Square L.P. and Pershing Square International, Ltd. (as amended and/or restated from time to time, the "Investor Rights Agreement") beneficially own (as determined in accordance with Rule 13d-3 promulgated under the Securities Exchange Act of 1934, as amended (the "Exchange Act")) shares of Common Stock representing in the aggregate less than 10% of the total outstanding shares of Common Stock or (b) the delivery by the Standby Purchasers of written notice to the Corporation irrevocably waiving and terminating all of the Standby Purchasers' rights under this Section B of Article VI (the date of termination of the obligations of the Corporation's obligations under this this Section B of Article VI pursuant to the foregoing clauses (a) or (b) being referred to herein as the "Nomination Right Termination Date"):

a. Subject to the fiduciary duties of the Board of Directors and to the provisions, obligations and restrictions contained in the Investor Rights Agreement, the Standby Purchasers shall have the right to nominate one (1) individual nominee designated by the Standby Purchasers (the "Standby Purchasers Nominee") to serve on the Board of Directors in accordance with the Bylaws and the DGCL; provided, however, that in the event that the Corporation determines to increase the size of the Board of Directors to larger than five directors,

the Standby Purchasers shall have the right to nominate Standby Purchasers Nominees with respect to seats on the Board of Directors representing not less than twenty percent of the total number of directors on the Board of Directors.

b. So long as the Standby Purchasers have a right to nominate a Standby Purchasers Nominee and during the Standstill Period (as defined in the Standby Purchase Agreement), the Corporation shall, to the fullest extent permitted by applicable law (including with respect to any standard of conduct (including fiduciary duties) required of directors under Delaware law), nominate for election at any annual or special meeting of stockholders of the Corporation at which directors are to be elected to the Board of Directors (or consent in lieu of meeting) the applicable Standby Purchasers Nominee, and to use its reasonable best efforts to solicit the vote of holders of Common Stock (which efforts shall, to the fullest extent permitted by applicable law, include the inclusion in any proxy statement prepared, used, delivered or publicly filed by the Corporation to solicit the vote of its stockholders in connection with any such meeting).

c. The Standby Purchasers shall deliver to the Corporation a written notice identifying each such Standby Purchasers Nominee, and shall provide as promptly as practicable all Nomination Information about such proposed Standby Purchasers Nominee as shall be reasonably requested by the Board of Directors (or the Nominating and Corporate Governance Committee thereof) no later than the earlier of (the "Nomination Deadline") (x) fifteen (15) Business Days following the written request of the Corporation and (y) the time by which such information is reasonably requested by the Board of Directors (or the Nominating and Corporate Governance Committee thereof) to be delivered (which time shall be concurrent with the request for such information from and otherwise consistent in form and timing with the request for such information from all other nominees). If the Standby Purchasers fail to designate all the Standby Purchasers Nominees that they are entitled to designate prior to such time, then the Standby Purchasers Nominee(s) previously designated by the Standby Purchasers and then serving on the Board of Directors (if any) shall be the proposed Standby Purchasers Nominee(s). For purposes of this Section B of Article VI, "Business Day" means any day, other than a Saturday or a Sunday, on which banks are open for business in The City of New York.

C. Subject to the special rights of the holders of one or more outstanding series of Preferred Stock to elect directors, the stockholders of the Corporation, acting at a duly called annual meeting or a duly called special meeting of the stockholders, at which there is a proper quorum and where notice has been provided in accordance with the Bylaws of the Corporation (the "Bylaws"), may remove a director or directors of the Corporation with or without cause.

D. Subject to the special rights of the holders of one or more outstanding series of Preferred Stock to elect directors and subject to the rights of the Standby Purchasers set forth in Section B above, except as otherwise provided by law, any vacancies on the Board of Directors resulting from death, resignation, disqualification, retirement, removal or other causes and any newly created directorships resulting from any increase in the number of directors shall be filled exclusively by the affirmative vote of a majority of the directors then in office, even though less than a quorum, or by a sole remaining director (other than any directors elected by the separate

vote of one or more outstanding series of Preferred Stock), and shall not be filled by the stockholders. Any director appointed in accordance with the preceding sentence shall hold office until the next annual meeting of stockholders of the Corporation and until his or her successor is duly elected and qualified or until his or her earlier death, resignation, retirement, disqualification or removal.

E. Whenever the holders of any one or more series of Preferred Stock issued by the Corporation shall have the right, voting separately as a series or separately as a class with one or more such other series, to elect directors at an annual or special meeting of stockholders, the election, term of office, removal and other features of such directorships shall be governed by the terms of this Restated Certificate (including any Certificate of Designation). Notwithstanding anything to the contrary in this Article VI, the number of directors that may be elected by the holders of any such series of Preferred Stock shall be in addition to the number fixed pursuant to paragraph B of this Article VI, and the total number of directors constituting the whole Board of Directors shall be automatically adjusted accordingly. Except as otherwise provided in the Certificate of Designation(s) in respect of one or more series of Preferred Stock, whenever the holders of any series of Preferred Stock having such right to elect additional directors are divested of such right pursuant to the provisions of such Certificate of Designation(s), the terms of office of all such additional directors elected by the holders of such series of Preferred Stock, or elected to fill any vacancies resulting from the death, resignation, disqualification or removal of such additional directors shall forthwith terminate (in which case each such director thereupon shall cease to be qualified as, and shall cease to be, a director) and the total authorized number of directors of the Corporation shall automatically be reduced accordingly.

F. In furtherance and not in limitation of the powers conferred by statute, the Board of Directors is expressly authorized to adopt, amend or repeal the Bylaws. In addition to any vote of the holders of any class or series of stock of the Corporation required by applicable law or by this Restated Certificate (including any Certificate of Designation in respect of one or more series of Preferred Stock), the adoption, amendment or repeal of the Bylaws of the Corporation by the stockholders of the Corporation shall require the affirmative vote of the holders of at least two-thirds of the voting power of all of the then outstanding shares of voting stock of the Corporation entitled to vote thereon.

G. The directors of the Corporation need not be elected by written ballot unless the Bylaws so provide.

ARTICLE VII

A. CONSTRUCTION.

1. The provisions of this Article VII shall apply for purposes of compliance with the applicable policies of MLB Professional Development Leagues, LLC and/or the boards, committees and subcommittees related thereto (collectively, "MLB PDL").

2. Capitalized terms used but not defined in Sections A through R of this Article VII or elsewhere in this Restated Certificate shall have the meanings given to them in Section S of this Article VII below.

B. PROHIBITED TRANSFERS.

1. No Person shall acquire shares of Common Stock if, after giving effect to a Transfer of shares to such Person, such Person would (a) own a number of shares of Common Stock equal to or in excess of ten percent (10%) of the Total Outstanding Shares of Common Stock (any such Person, a "10% Holder", which term shall not include, (i) an Exempt Holder or (ii) a Person who has, prior to becoming the owner of 10% or more of the Total Outstanding Shares of Common Stock, applied for and received written approval (such approval, "PDL 10% Approval") from MLB PDL (with copies of such approval to be delivered by such Person to the Corporation promptly following such Person's receipt thereof) to become the owner of ten percent (10%) or more of the Total Outstanding Shares of Common Stock (such Person an "Approved Holder")) or (b) (i) own a number of shares of Common Stock equal to or in excess of fifty percent (50%) of the Total Outstanding Shares of Common Stock, (ii) own securities of the Corporation representing fifty percent (50%) or more of the combined total voting power of the Corporation's then-outstanding securities entitled to vote generally in the election of directors, or (iii) have the ability to appoint at least a majority of the members of the Board of Directors (any such Person described in clauses (b)(i), (ii) or (iii), a "Controlling Stockholder," which term shall not include, and which restrictions of this Article VII shall not apply to, (x) an Exempt Holder (other than a Person who is an Exempt Holder solely pursuant to clause (6) of the definition thereof) or (y) a Person who has, prior to becoming a Controlling Stockholder, applied for and received the applicable approval of MLB PDL ("PDL Control Approval") (with copies of such approval to be delivered by such Person to the Corporation promptly following such Person's receipt of such PDL Control Approval) to become a Controlling Stockholder (such Person, an "Approved Controlling Stockholder")) (any such acquisition of shares of Common Stock described in clauses (a) and (b) above, a "Prohibited Transfer"). For the avoidance of doubt, for purposes of clause (b)(x) of the preceding sentence, Persons who are Exempt Holders pursuant to clauses (2) through (5) of the definition thereof are permitted to hold shares in excess of the thresholds set forth in clause (b) for administrative purposes only and are not deemed to be an Approved Controlling Stockholder. Any 10% Holder or Controlling Stockholder is hereinafter referred to as a "Prohibited Holder." Notwithstanding anything contained in this Restated Certificate, no Person shall be deemed a Prohibited Holder for any purpose under this Article VII unless and until the Corporation has Actual Knowledge that such Person has been a Prohibited Holder.

2. If there is a purported Transfer of shares of Common Stock that, after giving effect to such purported Transfer, would result in such Person otherwise becoming a Prohibited Holder, then (a) the Purported Record Transferee (and the Purported Beneficial Transferee, if different) shall acquire no right or interest in such shares of Common Stock so Transferred as would cause such Person to become a Prohibited Holder (i.e., such shares as would result in such Person (i) in the case of a 10% Holder, owning 10% or more of the Total Outstanding Shares of Common Stock, or (ii) in the case of a Controlling Stockholder, (x) owning fifty percent (50%) or more of the Total Outstanding Shares of Common Stock, (y) owning securities of the Corporation representing fifty percent (50%) or more of the combined total voting power of the

Corporation's then-outstanding securities entitled to vote generally in the election of directors, or (z) having the ability to appoint at least a majority of the members of the Board of Directors) (such shares, rounded up to the nearest whole share, the "Excess Shares"), (b) the Excess Shares shall be automatically transferred to a Trust, without any action on the part of the Corporation or any holder of shares of Common Stock, in accordance with Section F of this Article VII below, for the exclusive benefit of the Excess Share Transferor, and (c) such Purported Record Transferee (and such Purported Beneficial Transferee, if different) shall submit the certificates, if any, formerly representing such Excess Shares to the Trustee (or, if such Purported Record Transferee alleges that such certificate or certificates, if any, have been lost, stolen or destroyed, a lost certificate affidavit and agreement reasonably acceptable to the Corporation and Trustee to indemnify the Corporation and Trustee against any claim that may be made against the Corporation or Trustee on account of the alleged loss, theft or destruction of such certificates and, if required by the Corporation's transfer agent, a bond in form satisfactory to the Corporation's transfer agent as indemnity against any such claim), or the Excess Share Transferor will deliver an irrevocable instrument or instruction to transfer the Excess Shares to an account for the benefit of the Trustee and the Trust (such account, the "Trust Account"), in each case accompanied by all requisite and duly executed assignments of transfer thereof dated as of the effective date of such purported Transfer as specified below, to effect the transfer of the Excess Shares to the Trustee of the Trust, together with such additional information and instructions as requested by the Corporation's notice specified in Section B(3) of this Article VII below. Such transfer to the Trust shall be deemed effective as of the close of trading on the Trading Day prior to the date of the purported Transfer even though the certificates, if any, formerly representing the Excess Shares so transferred or other instructions or confirmations, and the other information and instructions required by the Corporation, may be submitted to the Trustee at a later date (if at all).

3. Following the automatic transfer of Excess Shares to the Trust Account pursuant to Section B(2) and Section F of this Article VII, the Corporation shall send the Purported Record Transferee (and the Purported Beneficial Transferee, if different) notice of such automatic transfer (the "Automatic Transfer Notice"). Each such Automatic Transfer Notice shall include the following: (a) the date that the automatic transfer of such Excess Shares occurred, (b) the number of shares of each series of Common Stock constituting Excess Shares, (c) instructions for the Purported Record Transferee (or Purported Beneficial Transferee, if different) to surrender or provide to the Trustee, in the manner and at the place designated in the written notice, the certificate or certificates, if any, formerly representing such Excess Shares (or, if such Purported Record Transferee alleges that such certificate or certificates have been lost, stolen or destroyed, a lost certificate affidavit and agreement reasonably acceptable to the Corporation and Trustee to indemnify the Corporation and Trustee against any claim that may be made against the Corporation or Trustee on account of the alleged loss, theft or destruction of such certificate or certificates and, if required by the Corporation's transfer agent, a bond in form satisfactory to the Corporation's transfer agent as indemnity against any such claim) or such other instruments of transfer as are reasonably necessary to complete the transfer of the Excess Shares to the Trust Account, (d) in the case of any purported Transfer that would result in a Person being a 10% Holder, if the Excess Shares constitute less than 1.0% of the Total Outstanding Shares of Common Stock, that the Excess Share Transferor may represent, in

writing (within three (3) days of the date of the Automatic Transfer Notice), to the Corporation and the Trustee that it will promptly seek and use reasonable efforts to obtain PDL 10% Approval, in which case the Corporation will instruct the Trustee to hold and not sell such Excess Shares for a period of 60 days from the date of the Automatic Transfer Notice in order to enable such Excess Share Transferor to obtain such PDL 10% Approval and, if such Excess Share Transferor has not delivered to the Trustee and the Corporation a copy of the PDL 10% Approval by such 60th day, to sell such Excess Shares promptly in accordance with Section J of this Article VII below, (e) that in the event the Purported Record Transferee (and the Purported Beneficial Transferee, if different) intends to Transfer or otherwise dispose of shares of Common Stock which are owned by such Person and not Excess Shares such that, after giving effect to the Prohibited Transfer and such Transfer, such Purported Record Transferee (and the Purported Beneficial Transferee, if different) would not be a 10% Holder or Controlling Stockholder, such Purported Record Transferee (or Purported Beneficial Transferee, if applicable) must deliver notice to the Trustee and the Corporation of such Transfer prior to the fifth (5th) day following the date of the Automatic Transfer Notice, and (f) any request or requests for any other information that the Corporation deems necessary or advisable. Failure to give the Automatic Transfer Notice as aforesaid, or any defect therein, shall not affect the validity of the automatic transfer of any Excess Shares and in no event shall the Corporation be required to send the aforesaid notice prior to the automatic transfer of any Excess Shares. The Automatic Transfer Notice and any other notice required or permitted by this Section B(3) to be given to the Purported Record Transferee (and the Purported Beneficial Transferee, if different) shall be delivered by overnight courier to the address last shown on the records of the Corporation, or given by electronic communication in compliance with the DGCL, and shall be deemed sent upon such delivery to such courier or electronic transmission.

4. Receipt of PDL 10% Approval or PDL Control Approval will not be deemed to (a) constitute approval by the Corporation or the Board of Directors of such Approved Controlling Stockholder's ownership of Common Stock for any purpose, or (b) prohibit any adoption, approval, amendment or modification by the Corporation of any stockholder rights plan (or similar plan or agreement) or any provision of this Restated Certificate or the Bylaws having anti-takeover provisions of general applicability.

C. APPLICABILITY. For the avoidance of doubt, this Article VII shall apply to and be enforced against the record owner of any shares beneficially owned by any Person in the same manner and to the same extent as this Article VII shall apply to and be enforced against any such beneficial owner.

D. REMEDIES FOR BREACH. If the Corporation, or its designees, shall at any time have Actual Knowledge that (a) a Transfer has taken place that would cause a Person to become a 10% Holder or a Controlling Stockholder or (b) a Person intends to acquire or has attempted to acquire ownership of shares of Common Stock that, if completed, would cause such Person to become a 10% Holder or a Controlling Stockholder, the Corporation shall, and shall cause its designees to, take action as it considers advisable to refuse to give effect to or to prevent such Transfer or acquisition, including, but not limited to, refusing to give effect to such Transfer or acquisition on the stock transfer books of the Corporation or instituting proceedings to enjoin

such Transfer or acquisition, including stop transfer instructions to the Corporation's transfer agent, but the failure to take any such action shall not affect the automatic transfer to a Trust in accordance with Section B of this Article VII above and Section F of this Article VII below.

E. NOTICE OF RESTRICTED TRANSFER; NOTICE OF OWNERSHIP. Any Person who acquires or attempts to acquire shares of Common Stock, which, if such acquisition were completed, would cause such Person to become a Prohibited Holder, or any Person who becomes an Excess Share Transferor, shall immediately give written notice to the Corporation of such event and shall provide to the Corporation such other information as the Corporation may request. Any notice delivered to the Corporation under this Article VII shall be delivered to the attention of the Secretary of the Corporation at the principal offices of the Corporation.

F. TRANSFER IN TRUST. Upon the initial effectiveness of this Article VII, the Corporation shall enter into a trust agreement in order to create the Trust and will appoint the Trustee. Upon any purported Transfer that results in the automatic transfer of Excess Shares to the Trust pursuant to Section B of this Article VII above, such Excess Shares, which shall have been automatically transferred to the Trust Account pursuant to Section B of this Article VII above, shall be held for the exclusive benefit of each Person whose Excess Shares have been Transferred to the Trust (such Person, the "Excess Share Transferor"), subject to the other provisions of this Article VII. The Trustee will be the sole owner of such Excess Shares and the Excess Shares held in trust shall continue to be issued and outstanding shares of Common Stock.

G. DIVIDEND RIGHTS.

1. The Trustee will be deemed entitled to receive all dividends and distributions (including Corporation Share Distributions) on the Excess Shares, and shall hold all such dividends and distributions in trust for the benefit of the Excess Share Transferor; provided, that subject to the Excess Share Transferor's satisfaction of the Excess Share Payment Condition, all dividends or distributions paid or made on Excess Shares, other than any Corporation Share Distribution, will be paid or delivered to such Excess Share Transferor as promptly as practical. The Excess Share Transferor shall not be entitled to receive any Corporation Share Distributions with respect to Excess Shares, and shall be required to return to the Trust any such Corporation Share Distributions received by it (a) that are attributable to any Excess Shares and (b) the record date of which was on or after the date that such Excess Shares were deemed automatically transferred to a Trust. The Corporation shall take all measures that it determines are reasonably necessary to recover any such Corporation Share Distributions paid or delivered to such Excess Share Transferor in respect of Excess Shares and, as soon as reasonably practicable following the Corporation's receipt thereof, shall pay over to the Trust for the benefit of such Excess Share Transferor the Corporation Share Distributions so received.

2. The provisions of Article VII shall apply to any shares of Common Stock distributed in a Corporation Share Distribution in respect of Excess Shares. Any shares of Common Stock distributed in respect of such Excess Shares in a Corporation Share Distribution shall be treated as Excess Shares.

H. LIQUIDATION OF THE CORPORATION. In the event of any voluntary or involuntary liquidation or dissolution of, or winding up of, the Corporation, the Trustee shall be entitled to receive in respect of the Excess Shares held by it, ratably with each other holder of shares of Common Stock, that portion of the assets of the Corporation available for distribution to the holders of Common Stock. Subject to the Excess Share Transferor's satisfaction of the Excess Share Payment Condition, the Trust shall distribute to the Excess Share Transferor the amounts received with respect to the Excess Shares attributable to such Excess Share Transferor upon such liquidation, dissolution, or winding up.

I. VOTING RIGHTS. The Trustee shall be deemed to have all voting rights with respect to such Excess Shares. The Excess Share Transferor shall be deemed to have no voting rights with respect to any Excess Shares held in the Trust.

J. SALE OF EXCESS SHARES.

1. Subject to Sections J(2) and J(3) of this Article VII below and Section B(3) of this Article VII above, as soon as practicable after the Trustee acquires Excess Shares (but not earlier than the fifth (5th) day following the date of the Automatic Transfer Notice), but in a fashion that the Trustee reasonably intends not to materially adversely affect the trading price of the Common Stock, the Trustee shall sell for cash, on the open market, in privately negotiated transactions or otherwise, any Excess Shares held by the Trustee; provided that a purchaser of such Excess Shares will not be deemed a "Permitted Transferee" of the Excess Shares so purchased so long as (a) in the case of a sale on the open market, such sale is effected in such a manner as will reasonably ensure a wide distribution of the Excess Shares and (b) in the case of a privately negotiated transaction or otherwise, the Trustee does not have actual knowledge, or have a reasonable basis to believe, that such third party purchaser (i) is an affiliate of the Corporation or the Excess Share Transferor, (ii) would following such sale become a 10% Holder or (iii) would following such sale become a Controlling Stockholder.

2. If the Transfer of Excess Shares to a purported Permitted Transferee would cause such Permitted Transferee to become a Prohibited Holder, such Permitted Transferee shall acquire no rights, except as otherwise provided in this Restated Certificate, in respect of (a) in the case of a 10% Holder, those shares of Common Stock which would result in the number of shares of Common Stock owned by such Permitted Transferee equaling 10% or more of the Total Outstanding Shares of Common Stock and (b) in the case of a Controlling Stockholder, those shares of Common Stock which would result in (i) the number of shares of Common Stock owned by such Permitted Transferee equaling 50% or more of the Total Outstanding Shares of Common Stock (ii) such Permitted Transferee owning securities of the Corporation representing fifty percent (50%) or more of the combined total voting power of the Corporation's then-outstanding securities entitled to vote generally in the election of directors, or (iii) such Permitted Transferee having the ability to appoint at least a majority of the members of the Board of Directors. Such shares of Common Stock will be deemed Excess Shares and, in accordance with Section B(2) and Section F of this Article VII above, shall be automatically transferred to the Trust Account. Such transfer to the Trust Account will be effective as of the close of trading on

the Trading Day prior to the date of the Transfer to the purported Permitted Transferee and the provisions of this Article VII shall apply to such shares.

3. In the case of any purported Transfer that would result in a Person being a 10% Holder, in the event the Excess Shares represent less than 1.0% of the Total Outstanding Shares of Common Stock and the Excess Share Transferor represents in its notice to the Corporation delivered pursuant Section B(3) of this Article VII within three (3) days of the date of the Automatic Transfer Notice that it will promptly seek and use reasonable efforts to obtain PDL 10% Approval and become an Approved Holder, the Trustee will not sell or begin the sale process referred to in Section J(1) of this Article VII above prior to the 60th day following the date of the Automatic Transfer Notice to the Excess Share Transferor. If the Trustee has not received notice by such 60th day that the Excess Share Transferor has received PDL 10% Approval, the Trustee will proceed promptly to sell the Excess Shares pursuant to Section J(1) of this Article VII above. In the event the Excess Share Transferor delivers notice to the Trustee and the Corporation that the Excess Share Transferor has received PDL 10% Approval, it will cease its efforts to sell such shares and promptly transfer any remaining Excess Shares to the Excess Share Transferor.

4. In the event that, prior to the sale of all Excess Shares, the Trustee receives written notice (reasonably acceptable to the Trustee and the Corporation, and including sales confirmations, position listings and such other documentary evidence as requested by the Trustee or the Corporation) from the Excess Share Transferor that the Excess Share Transferor has Transferred shares of Common Stock owned by it which are not Excess Shares to Permitted Transferees such that, after giving effect to the return to such Excess Share Transferor of all remaining Excess Shares, such Excess Share Transferor would not be a 10% Holder or a Controlling Stockholder, the Trustee will use its reasonable efforts to terminate efforts to sell any Excess Shares remaining unsold and will return such remaining Excess Shares, together with the proceeds of any completed sales as provided in Section K of this Article VII below, to the Excess Share Transferor.

K. PAYMENTS TO EXCESS SHARE TRANSFEROR. Any Excess Share Transferor shall be entitled, following the sale of Excess Shares to a Permitted Transferee in accordance with Section J of this VII above, to receive from the Trustee promptly following the sale or other disposition of such Excess Shares the proceeds received by the Trustee from the sale or other disposition of such Excess Shares (net of (a) any commissions and other expenses of sale, (b) if applicable, withholding for taxes and (c) the reasonable fees and expenses of the Trustee related to such sale) in accordance with Section J of this Article VII above; provided that no Excess Share Transferor shall be entitled to any such shares or payment, as applicable, unless and until such Excess Share Transferor (i) surrenders to the Corporation any certificate of certificates, if any, formerly representing such Excess Shares (or provides to the Corporation and the Trustee the lost certificate indemnity and, if required, the bond referred to herein) or delivers to the Trustee such instruments of assignment and confirmations as are necessary to transfer the Excess Shares to the Trust Account and (ii) provides the Corporation with any other information requested by the Corporation pursuant to the Automatic Transfer Notice or any subsequent notice sent in accordance with Section B(3) of this Article VII above

(delivery of such certificates, instruments and other information, in form and substance reasonably acceptable to the Corporation, to the Trustee, the "Excess Share Payment Condition"). The Trustee and the Trust shall not be liable for, and the Excess Share Transferor shall be deemed to have irrevocably waived, any claim by an Excess Share Transferor arising out of the or disposition of Excess Shares, except for claims arising out of or resulting from the gross negligence or willful misconduct of, or any failure to make transfers or payments in accordance with this Section K by, such Trustee.

L. TRANSACTIONS AFFECTING THE CORPORATION. Notwithstanding anything to the contrary set forth in this Article VII, in the event that the Corporation engages in a Sale Transaction in which shares of Common Stock will be converted into cash, securities of the acquiror or any other Person or other property, then the Trustee will take such actions as are reasonably necessary in connection with the transactions referred to above and, promptly upon the Trustee's receipt thereof (but subject to the Excess Share Transferor's satisfaction of the Excess Share Payment Condition), deliver to the Excess Share Transferor as promptly as reasonably practical the cash, securities or other property received in respect of the Excess Share Transferor's Excess Shares.

M. REMEDIES NOT LIMITED; INTERPRETATIONS. Nothing contained in this Restated Certificate shall limit the authority of the Corporation to take such other action as it deems necessary or advisable to protect the Corporation and the interests of its stockholders to ensure compliance with the ownership restrictions set forth in this Article VII. Notwithstanding anything herein to the contrary, the Board of Directors shall have the power and authority to administer the provisions of this Article VII and to make all interpretations and determinations with respect thereto which, if made in good faith, and absent manifest error, shall be conclusive and binding.

N. LEGEND. Confirmation and account statements sent to holders of Common Stock other than any Exempt Holder or any Approved Controlling Stockholder for book entry, or, in the case of certificated shares, certificates representing shares of Common Stock, shall bear a statement or a legend substantially to the following effect:

> "The shares of Common Stock represented by this certificate are subject to restrictions on ownership and transfer and otherwise, as set forth in the Corporation's Amended and Restated Certificate of Incorporation (as amended and/or restated from time to time, the "Restated Certificate"), including restrictions on (i) a Person (other than an Exempt Holder or an Approved Holder) owning shares of Common Stock equal to or in excess of 10% of the Total Outstanding Shares of Common Stock without the approval of the Office of the Commissioner of Baseball, or (ii) a Person (other than an Exempt Holder (excluding from the definition of Exempt Holder for purposes of this clause (ii) a Person who is an Exempt Holder solely pursuant to clause (6) of the definition thereof) or an Approved Controlling Stockholder) (x) owning shares of Common Stock equal to or in excess of 50% of the Total Outstanding Shares of Common Stock, (y) owning securities of the Corporation representing 50% or more of the combined total voting power of the Corporation's then-outstanding securities entitled to vote generally in the

election of directors, or (z) having the ability to appoint at least a majority of the members of the Board of Directors. All capitalized terms in this legend have the meanings defined in the Restated Certificate. The Corporation will furnish without charge, to each stockholder who so requests in writing, a copy of the Restated Certificate, which sets forth the limitations and restrictions on ownership and transfer of Common Stock and the powers, designations, preferences and relative, participating, optional or other special rights of each class of stock or series thereof and the qualifications, limitations or restrictions of such preferences and/or rights. Any such request may be addressed to the Secretary of the Corporation or to the transfer agent named on the face hereof."

O. SEVERABILITY. Each provision of this Article VII shall be severable and an adverse judicial determination as to any such provision or a judicial modification of such provision shall in no way affect the validity of any other provisions.

P. STOCK EXCHANGE TRANSACTIONS. Nothing in this Article VII shall preclude the settlement of any transaction entered into through the facilities of the New York Stock Exchange or any other national securities exchange or automated inter-dealer quotation system. In no event shall the existence or application of the preceding sentence have the effect of deterring or preventing the transfer to a Trust of Excess Shares as contemplated herein.

Q. PDL WAIVER. Application of this Article VII in its entirety or any provision set forth in this Article VII may be waived or otherwise not enforced by the Board of Directors upon written approval of MLB PDL or the Office of the Commissioner of Baseball; provided, however, that no such waiver or nonenforcement will limit the Excess Share Transferor's right to receive payment for, or dividends or other distributions on, its Excess Shares as provided in Sections G, K or L of this Article VII.

R. TERMINATION. The provisions of this Article VII will cease to be effective upon the earlier of such time as (a) there cease to be any outstanding shares of Common Stock or (b) the Corporation no longer holds any direct or indirect equity interest in the business and assets of the professional baseball club currently known as the Las Vegas Aviators. Upon such termination, all Excess Shares then held by the Trustee will be transferred to the applicable Excess Share Transferor.

S. DEFINITIONS.

"Actual Knowledge" shall mean the actual knowledge of any executive officer (as such term is defined in the rules and regulations promulgated under the Exchange Act) of the Corporation, after giving effect to the documented receipt by any such executive officer of any oral or written communications from any Person.

"Affiliate" means, with respect to any Person, any other Person that directly or indirectly through one or more intermediaries Controls, is Controlled by or is under common Control with such Person.

"Control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by agreement or otherwise. The terms "Controls," "Controlled" and "Controlling" will have corresponding meanings.

"Corporation Share Distribution" means a dividend made with respect to Common Stock payable in shares of Common Stock.

"Exchange Act" means the Securities and Exchange Act of 1934, as amended.

"Exempt Holder" means (1) any Permitted Holder, (2) any Person acquiring shares of Common Stock as an underwriter or other agent of the Corporation in connection with an underwritten offering of Common Stock, (3) the Trustee of the Trust, (4) the Trust, (5) the Depository Trust Company or other entity which holds shares solely for the benefit of the beneficial owners of the shares or (6) any Person who inadvertently or without the Actual Knowledge of the Corporation becomes the owner of shares of Common Stock in an amount equal to or in excess of 10% of the Total Outstanding Shares of Common Stock, provided that such Person divests (within a reasonable amount of time after such Person obtains knowledge of such threshold breach, but in no event longer than sixty (60) days after such Person obtains knowledge of such threshold breach) a sufficient number of shares of Common Stock (without retaining any power, including, without limitation, voting power, with respect to such shares) so that such Person is not the owner of shares of Common Stock in an amount equal to or in excess of 10% of the Total Outstanding Shares of Common Stock.

"Group" shall have the meaning, for purposes of this Article VII, given to that term (or as that term is used) in Section 13(d)(3) of the Exchange Act.

"Permitted Holder" means Pershing Square Holdings, Ltd., Pershing Square L.P. and Pershing Square International, Ltd. and their Affiliates or any Person approved by MLB as the "control person" of the Las Vegas Aviators.

"Person" means, for purposes of this Article VII, an individual, corporation, partnership, limited liability company, estate, trust or other entity, and includes a Group.

"Purported Beneficial Transferee" means, with respect to any purported Transfer of ownership of shares of Common Stock that results in the automatic transfer of Excess Shares to a Trust, the purported transferee of such shares if such purported Transfer had not been prohibited by Section B of this Article VII.

"Purported Record Transferee" means, with respect to any purported Transfer of ownership of shares of Common Stock that results in the automatic transfer of Excess Shares to a Trust, the purported record transferee of such shares if such purported Transfer had not been prohibited by Section B of this Article VII.

"Sale Transaction" shall mean a merger, consolidation or amalgamation between the Corporation and another entity (other than an Affiliate of the Corporation) in which the

Corporation is to be acquired by such other entity or a Person who controls such entity, or a sale of all or substantially all of the assets of the Corporation to another entity, other than an Affiliate of the Corporation; provided that, solely for purposes of this definition, in no event shall any Permitted Holders be deemed Affiliates of the Corporation.

"Total Outstanding Shares" at any time means the total number of shares of Common Stock then outstanding.

"Trading Day" means each day on which the relevant share or security is traded on the New York Stock Exchange or the Nasdaq Stock Market or quoted on the over the counter market.

"Transfer," as a noun, means any sale, transfer, gift, assignment, devise or other disposition of Common Stock, whether voluntary or involuntary and whether by operation of law or otherwise. "Transfer," as a verb, shall have the correlative meaning.

"Trust" shall mean the trust created and administered in accordance with the terms of this Article VII for the exclusive benefit of any Excess Share Transferor.

"Trustee" shall mean initially the Trustee set forth in the trust agreement and, upon the death, resignation or removal of such initial Trustee, such successor Trustee as may be appointed by the Board of Directors in accordance with the terms of the trust agreement.

ARTICLE VIII

A. Any action required or permitted to be taken by the stockholders of the Corporation must be effected at an annual or special meeting of the stockholders of the Corporation, and shall not be taken by written consent in lieu of a meeting. Notwithstanding the foregoing, any action required or permitted to be taken by the holders of any series of Preferred Stock, voting separately as a series or separately as a class with one or more other such series, may be taken without a meeting, without prior notice and without a vote, to the extent expressly so provided by the applicable Certificate of Designation relating to such series of Preferred Stock, if a consent or consents in writing, setting forth the action so taken, shall be signed by the holders of outstanding shares of the relevant series of Preferred Stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted and shall be delivered to the Corporation in accordance with the applicable provisions of the DGCL.

B. Advance notice of stockholder nominations for the election of directors and of other business proposed to be brought by stockholders before any meeting of the stockholders of the Corporation shall be given in the manner provided in the Bylaws.

ARTICLE IX

No director or officer of the Corporation shall have any personal liability to the Corporation or its stockholders for monetary damages for any breach of fiduciary duty as a

director or officer, except to the extent such exemption from liability or limitation thereof is not permitted under the DGCL as the same exists or hereafter may be amended. Any amendment, repeal or modification of this Article IX, or the adoption of any provision of this Restated Certificate inconsistent with this Article IX, shall not adversely affect any right or protection of a director or officer of the Corporation with respect to any act or omission occurring prior to such amendment, repeal, modification or adoption. If the DGCL is amended after approval by the stockholders of this Article IX to authorize corporate action further eliminating or limiting the personal liability of directors or officers, then the liability of a director or officer of the Corporation shall be eliminated or limited to the fullest extent permitted by the DGCL as so amended.

ARTICLE X

The Corporation shall have the power to provide rights to indemnification and advancement of expenses to its current and former officers, directors, employees and agents and to any person who is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise.

ARTICLE XI

A. Notwithstanding anything contained in this Restated Certificate to the contrary, in addition to any vote required by applicable law, the following provisions in this Restated Certificate may be amended, altered, repealed or rescinded, in whole or in part, or any provision inconsistent therewith or herewith may be adopted, only by the affirmative vote of the holders of at least 66 2/3% of the total voting power of all the then outstanding shares of stock of the Corporation entitled to vote thereon, voting together as a single class: Part B of Article V, Article VI, Article VIII, Article IX, Article X and this Article XI.

B. If any provision or provisions of this Restated Certificate shall be held to be invalid, illegal or unenforceable as applied to any circumstance for any reason whatsoever: (a) the validity, legality and enforceability of such provisions in any other circumstance and of the remaining provisions of this Restated Certificate (including, without limitation, each portion of any paragraph of this Restated Certificate containing any such provision held to be invalid, illegal or unenforceable that is not itself held to be invalid, illegal or unenforceable) shall not, to the fullest extent permitted by applicable law, in any way be affected or impaired thereby and (b) to the fullest extent permitted by applicable law, the provisions of this Restated Certificate (including, without limitation, each such portion of any paragraph of this Restated Certificate containing any such provision held to be invalid, illegal or unenforceable) shall be construed so as to permit the Corporation to protect its directors, officers, employees and agents from personal liability in respect of their good faith service to or for the benefit of the Corporation to the fullest extent permitted by law.

Amended and Restated Bylaws of

Seaport Entertainment Group Inc.

(a Delaware corporation)

as of , 2024

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Amended and Restated Bylaws of
Seaport Entertainment Group Inc.

Article I - Corporate Offices

1.1 Registered Office.

The address of the registered office of Seaport Entertainment Group Inc. (the "Corporation") in the State of Delaware, and the name of its registered agent at such address, shall be as set forth in the Corporation's amended and restated certificate of incorporation, as the same may be amended and/or restated from time to time (the "Certificate of Incorporation").

1.2 Other Offices.

The Corporation may have additional offices at any place or places, within or outside the State of Delaware, as the Corporation's board of directors (the "Board") may from time to time establish or as the business of the Corporation may require.

Article II - Meetings of Stockholders

2.1 Place of Meetings.

Meetings of stockholders shall be held at any place within or outside the State of Delaware, designated by the Board. The Board may, in its sole discretion, determine that a meeting of stockholders shall not be held at any place, but may instead be held solely by means of remote communication as authorized by Section 211(a)(2) of the General Corporation Law of the State of Delaware (the "DGCL"). In the absence of any such designation or determination, stockholders' meetings shall be held at the Corporation's principal executive office.

2.2 Annual Meeting.

The Board shall designate the date and time of the annual meeting. At the annual meeting, directors shall be elected and other proper business properly brought before the meeting in accordance with Section 2.4 of these Bylaws may be transacted. The Board may postpone, reschedule or cancel any previously scheduled annual meeting of stockholders.

2.3 Special Meeting.

(a) Subject to the special rights of the holders of one or more series of preferred stock of the Corporation, special meetings of the stockholders for any purpose or purposes may be called only by (i) the Chairman of the Board, (ii) by the Board, pursuant to a resolution approved by a majority of the entire Board of Directors, and (iii) the Secretary of the Corporation, following his or her receipt of one or more written demands to call a special meeting of the stockholders in accordance with, and subject to, this Section 2.3 from stockholders of record as of the record date fixed in accordance with Section 2.3(e) who hold, in the aggregate, twenty

percent (20%) or more of the voting power of the issued and outstanding shares of the capital stock of the Corporation entitled to vote generally in the election of directors. The notice of a special meeting shall state the purpose or purposes of the special meeting, and the business to be conducted at the special meeting shall be limited to the purpose or purposes stated in the notice. Except in accordance with this Section 2.3, stockholders shall not be permitted to propose business to be brought before a special meeting of the stockholders. Stockholders who nominate persons for election to the board of directors at a special meeting must also comply with the requirements set forth in Section 2.5 and Section 2.6.

(b) No stockholder may demand that the Secretary of the Corporation call a special meeting of the stockholders pursuant to Section 2.3(a)(iii) unless a stockholder of record has first submitted a request in writing that the Board of Directors fix a record date (a "Demand Record Date") for the purpose of determining the stockholders entitled to demand that the Secretary of the Corporation call such special meeting, which request shall be in proper form and delivered to, or mailed and received by, the Secretary of the Corporation at the principal executive offices of the Corporation.

(c) To be in proper form for purposes of this Section 2.3, a request by a stockholder for the Board of Directors to fix a Demand Record Date shall set forth:

(i) As to each Requesting Person (as defined below), the Stockholder Information (as defined in Section 2.4(c)(i), except that for purposes of this Section 2.3 the term "Requesting Person" shall be substituted for the term "Proposing Person" in all places it appears in Section 2.4(c)(i));

(ii) As to each Requesting Person, any Disclosable Interests (as defined in Section 2.4(c)(ii), except that for purposes of this Section 2.3 the term "Requesting Person" shall be substituted for the term "Proposing Person" in all places it appears in Section 2.4(c)(ii) and the disclosure with respect to the business to be brought before the meeting in Section 2.4(c)(ii) shall be made with respect to the business proposed to be conducted at the special meeting or the proposed election of directors at the special meeting, as the case may be);

(iii) As to the purpose or purposes of the special meeting, (A) a reasonably brief description of the purpose or purposes of the special meeting and the business proposed to be conducted at the special meeting, the reasons for conducting such business at the special meeting and any material interest in such business of each Requesting Person, and (B) a reasonably detailed description of all agreements, arrangements and understandings (x) between or among any of the Requesting Persons or (y) between or among any Requesting Person and any other person or entity (including their names) in connection with the request for the special meeting or the business proposed to be conducted at the special meeting; and

(iv) If directors are proposed to be elected at the special meeting, the Nominee Information (as defined below) for each person whom a Requesting Person expects to nominate for election as a director at the special meeting.

For purposes of this Section 2.3(c), the term "Requesting Person" shall mean (i) the stockholder making the request to fix a Demand Record Date for the purpose of determining the stockholders entitled to demand that the Secretary call a special meeting, (ii) the beneficial owner or beneficial owners, if different, on whose behalf such request is made, and (iii) any affiliate of such stockholder or beneficial owner.

(d) The Board of Directors may request that any Requesting Person furnish such additional information as may be reasonably required by the Board of Directors. Such Requesting Person shall provide such additional information within ten (10) days after it has been requested by the Board of Directors.

(e) Within ten (10) days after receipt of a request to fix a Demand Record Date in proper form and otherwise in compliance with this Section 2.3 from any stockholder of record, the Board of Directors may adopt a resolution fixing a Demand Record Date for the purpose of determining the stockholders entitled to demand that the Secretary of the Corporation call a special meeting, which date shall not precede the date upon which the resolution fixing the Demand Record Date is adopted by the Board of Directors. If no resolution fixing a Demand Record Date has been adopted by the Board of Directors within the ten (10) day period after the date on which such a request to fix a Demand Record Date was received, the Demand Record Date in respect thereof shall be deemed to be the twentieth (20th) day after the date on which such a request is received. Notwithstanding anything in this Section 2.3 to the contrary, no Demand Record Date shall be fixed if the Board of Directors determines that the demand or demands that would otherwise be submitted following such Demand Record Date could not comply with the requirements set forth in clauses (ii), (iv), (v) or (vi) of Section 2.3(g).

(f) Without qualification, a special meeting of the stockholders shall not be called pursuant to Section 2.3(a)(iii) unless stockholders of record as of the Demand Record Date who hold, in the aggregate, more than twenty percent (20%) of the voting power of the issued and outstanding shares of the capital stock of the Corporation entitled to vote generally in the election of directors (the "Requisite Percentage") timely provide one or more demands to call such special meeting in writing and in proper form to the Secretary of the Corporation at the principal executive offices of the Corporation. Only stockholders of record on the Demand Record Date shall be entitled to demand that the Secretary of the Corporation call a special meeting of the stockholders pursuant to Section 2.3(a)(iii). To be timely, a stockholder's demand to call a special meeting must be delivered to, or mailed and received at, the principal executive offices of the Corporation not later than the sixtieth (60th) day following the Demand Record Date. To be in proper form for purposes of this Section 2.3, a demand to call a special meeting shall set forth (i) the business proposed to be conducted at the special meeting or the proposed election of directors at the special meeting, as the case may be, (ii) the text of the proposal or business (including the text of any resolutions proposed for consideration), if applicable, and (iii) with respect to any stockholder or stockholders submitting a demand to call a special meeting (except for any stockholder that has provided such demand in response to a solicitation made pursuant to, and in accordance with, Section 14(a) of the Securities Exchange Act of 1934 and the rules and regulations thereunder (as so amended and inclusive of such rules and regulations, the "Exchange Act") by way of a solicitation statement filed on Schedule 14A (a "Solicited

Stockholder")) the information required to be provided pursuant to this Section 2.3 of a Requesting Person. A stockholder may revoke a demand to call a special meeting by written revocation delivered to the Secretary at any time prior to the special meeting. If any such revocation(s) are received by the Secretary after the Secretary's receipt of written demands from the holders of the Requisite Percentage of stockholders, and as a result of such revocation(s), there no longer are unrevoked demands from the Requisite Percentage of stockholders to call a special meeting, the Board of Directors shall have the discretion to determine whether or not to proceed with the special meeting.

(g) The Secretary shall not accept, and shall consider ineffective, a written demand from a stockholder to call a special meeting (i) that does not comply with this Section 2.3, (ii) that relates to an item of business to be transacted at such meeting that is not a proper subject for stockholder action under applicable law, (iii) that includes an item of business to be transacted at such meeting that did not appear on the written request that resulted in the determination of the Demand Record Date, (iv) that relates to an item of business (other than the election of directors) that is identical or substantially similar to an item of business (a "Similar Item") for which a record date for notice of a stockholder meeting (other than the Demand Record Date) was previously fixed and such demand is delivered between the time beginning on the sixty-first (61st) day after such previous record date and ending on the one-year anniversary of such previous record date, (v) if a Similar Item will be submitted for stockholder approval at any stockholder meeting to be held on or before the ninetieth (90th) day after the Secretary receives such demand, or (vi) if a Similar Item has been presented at the most recent annual meeting or at any special meeting held within one year prior to receipt by the Secretary of such demand to call a special meeting.

(h) After receipt of demands in proper form and in accordance with this Section 2.3 from a stockholder or stockholders holding the Requisite Percentage, the Board of Directors shall duly call, and determine the place, date and time of, a special meeting of stockholders for the purpose or purposes and to conduct the business specified in the demands received by the Corporation. Notwithstanding anything in these Bylaws to the contrary, the Board of Directors may submit its own proposal or proposals for consideration at such a special meeting. The record date for notice and voting for such a special meeting shall be fixed in accordance with Section 2.12 of these Bylaws. The Board of Directors shall provide written notice of such special meeting to the stockholders in accordance with Section 8.1.

(i) In connection with a special meeting called in accordance with this Section 2.3, the stockholder or stockholders (except for any Solicited Stockholder) who requested that the Board of Directors fix a record date for notice and voting for the special meeting in accordance with this Section 2.3 or who delivered a demand to call a special meeting to the Secretary shall further update and supplement the information previously provided to the Corporation in connection with such request or demand, if necessary, so that the information provided or required to be provided in such request or demand pursuant to this Section 2.3 shall be true and correct as of the record date for stockholders entitled to vote at the special meeting and as of the date that is ten (10) business days prior to the special meeting or any adjournment or postponement thereof, and such update and supplement shall be delivered to, or mailed and

received by, the Secretary at the principal executive offices of the Corporation not later than five (5) business days after the record date for stockholders entitled to vote at the special meeting (in the case of the update and supplement required to be made as of such record date), and not later than eight (8) business days prior to the date for the special meeting or, if practicable, any adjournment or postponement thereof (and, if not practicable, on the first practicable date prior to the date to which the special meeting has been adjourned or postponed) (in the case of the update and supplement required to be made as of ten (10) business days prior to the special meeting or any adjournment or postponement thereof). For the avoidance of doubt, the obligation to update and supplement as set forth in this paragraph or any other section of these Bylaws shall not limit the Corporation's rights with respect to any deficiencies in any request or demand provided by a stockholder, extend any applicable deadlines hereunder or enable or be deemed to permit a stockholder who has previously submitted a request or demand hereunder to amend or update any such request or demand, including by changing or adding nominees, matters, business or resolutions proposed to be brought before a meeting of the stockholders.

(j) Notwithstanding anything in these Bylaws to the contrary, the Secretary shall not be required to call a special meeting pursuant to this Section 2.3 except in accordance with this Section 2.3. If the Board of Directors shall determine that any request to fix a record date for notice and voting for the special meeting or demand to call and hold a special meeting was not properly made in accordance with this Section 2.3, or shall determine that the stockholder or stockholders requesting that the Board of Directors fix such record date or submitting a demand to call the special meeting have not otherwise complied with this Section 2.3, then the Board of Directors shall not be required to fix such record date or to call and hold the special meeting. In addition to the requirements of this Section 2.3, each Requesting Person shall comply with all requirements of applicable law, including all requirements of the Exchange Act, with respect to any request to fix a record date for notice and voting for the special meeting or demand to call a special meeting.

(k) No business may be transacted at any special meeting of stockholders other than the business specified in the notice of such meeting. The Board may postpone, reschedule or cancel any previously scheduled special meeting of stockholders.

2.4 Notice of Business to be Brought before a Meeting.

(a) At an annual meeting of the stockholders, only such business shall be conducted as shall have been properly brought before the meeting. To be properly brought before an annual meeting, business must be (i) specified in a notice of meeting given by or at the direction of the Board of Directors, (ii) if not specified in a notice of meeting, otherwise brought before the meeting by the Board of Directors or the Chairman of the Board or (iii) otherwise properly brought before the meeting by a stockholder present in person who (A)(1) was a record owner of shares of the Corporation both at the time of giving the notice provided for in this Section 2.4 and at the time of the meeting, (2) is entitled to vote at the meeting, and (3) has complied with this Section 2.4 in all applicable respects or (B) properly made such proposal in accordance with Rule 14a-8 under the Exchange Act. The foregoing clause (iii) shall be the exclusive means for a stockholder to propose business to be brought before an annual meeting of the stockholders. For

purposes of this Section 2.4, "present in person" shall mean that the stockholder proposing that the business be brought before the annual meeting of the Corporation, or a qualified representative of such proposing stockholder, appear at such annual meeting. A "qualified representative" of such proposing stockholder shall be a duly authorized officer, manager or partner of such stockholder or any other person authorized by a writing executed by such stockholder or an electronic transmission delivered by such stockholder to act for such stockholder as proxy at the meeting of stockholders and such person must produce such writing or electronic transmission, or a reliable reproduction of the writing or electronic transmission, at the meeting of stockholders. Stockholders seeking to nominate persons for election to the Board of Directors must comply with Section 2.5 and Section 2.6, and this Section 2.4 shall not be applicable to nominations except as expressly provided in Section 2.5 and Section 2.6.

(b) Without qualification, for business to be properly brought before an annual meeting by a stockholder, the stockholder must (i) provide Timely Notice (as defined below) thereof in writing and in proper form to the Secretary of the Corporation and (ii) provide any updates or supplements to such notice at the times and in the forms required by this Section 2.4. To be timely, a stockholder's notice must be delivered to, or mailed and received at, the principal executive offices of the Corporation not less than ninety (90) days nor more than one hundred twenty (120) days prior to the one-year anniversary of the preceding year's annual meeting which, in the case of the first annual meeting of stockholders following the completion of the Corporation's spin-off transaction and listing of its common stock on a national stock exchange, the date of the preceding year's annual meeting shall be deemed to be July 18, 2024; *provided, however*, that if the date of the annual meeting is more than thirty (30) days before or more than sixty (60) days after such anniversary date, notice by the stockholder to be timely must be so delivered, or mailed and received, not more than the hundred twentieth (120th) day prior to such annual meeting and not later than (i) the ninetieth (90th) day prior to such annual meeting or, (ii) if later, the tenth (10th) day following the day on which public disclosure of the date of such annual meeting was first made by the Corporation (such notice within such time periods, "Timely Notice"). In no event shall any adjournment or postponement of an annual meeting or the announcement thereof commence a new time period for the giving of Timely Notice as described above.

(c) To be in proper form for purposes of this Section 2.4, a stockholder's notice to the Secretary shall set forth:

(i) As to each Proposing Person (as defined below), (A) the name and address of such Proposing Person (including, if applicable, the name and address that appear on the Corporation's books and records), (B) the class or series and number of shares of the Corporation that are, directly or indirectly, owned of record or beneficially owned (within the meaning of Rule 13d-3 under the Exchange Act) by such Proposing Person, except that such Proposing Person shall in all events be deemed to beneficially own any shares of any class or series of the Corporation as to which such Proposing Person has a right to acquire beneficial ownership at any time in the future, (C) the date or dates such shares were acquired, (D) the investment intent of such acquisition and (E) any pledge by such

Proposing Person with respect to any of such shares (the disclosures to be made pursuant to the foregoing clauses (A) through (E) are referred to as "Stockholder Information");

(ii) As to each Proposing Person, (A) the material terms and conditions of any "derivative security" (as such term is defined in Rule 16a-1(c) under the Exchange Act) that constitutes a "call equivalent position" (as such term is defined in Rule 16a-1(b) under the Exchange Act) or a "put equivalent position" (as such term is defined in Rule 16a-1(h) under the Exchange Act) or other derivative or synthetic arrangement in respect of any class or series of shares of the Corporation ("Synthetic Equity Position") that is, directly or indirectly, held or maintained by, held for the benefit of, or involving such Proposing Person, including, without limitation, (1) any option, warrant, convertible security, stock appreciation right, future or similar right with an exercise or conversion privilege or a settlement payment or mechanism at a price related to any class or series of shares of the Corporation or with a value derived in whole or in part from the value of any class or series of shares of the Corporation, (2) any derivative or synthetic arrangement having the characteristics of a long position or a short position in any class or series of shares of the Corporation, including, without limitation, a stock loan transaction, a stock borrow transaction, or a share repurchase transaction or (3) any contract, derivative, swap or other transaction or series of transactions designed to (x) produce economic benefits and risks that correspond substantially to the ownership of any class or series of shares of the Corporation, (y) mitigate any loss relating to, reduce the economic risk (of ownership or otherwise) of, or manage the risk of share price decrease in, any class or series of shares of the Corporation, or (z) increase or decrease the voting power in respect of any class or series of shares of the Corporation of such Proposing Person, including, without limitation, due to the fact that the value of such contract, derivative, swap or other transaction or series of transactions is determined by reference to the price, value or volatility of any class or series of shares of the Corporation, whether or not such instrument, contract or right shall be subject to settlement in the underlying class or series of shares of the Corporation, through the delivery of cash or other property, or otherwise, and without regard to whether the holder thereof may have entered into transactions that hedge or mitigate the economic effect of such instrument, contract or right, or any other direct or indirect opportunity to profit or share in any profit derived from any increase or decrease in the price or value of any class or series of shares of the Corporation; provided that, for the purposes of the definition of "Synthetic Equity Position," the term "derivative security" shall also include any security or instrument that would not otherwise constitute a "derivative security" as a result of any feature that would make any conversion, exercise or similar right or privilege of such security or instrument becoming determinable only at some future date or upon the happening of a future occurrence, in which case the determination of the amount of securities into which such security or instrument would be convertible or exercisable shall be made assuming that such security or instrument is immediately convertible or exercisable at the time of such determination; and, provided, further, that any Proposing Person satisfying the requirements of Rule 13d-1(b)(1) under the Exchange Act (other than a Proposing Person that so satisfies Rule 13d-1(b)(1) under the Exchange Act solely by reason of Rule 13d-1(b)(1)(ii)(E)) shall not be required to disclose any Synthetic

Equity Position that is, directly or indirectly, held or maintained by, held for the benefit of, or involving such Proposing Person as a hedge with respect to a bona fide derivatives trade or position of such Proposing Person arising in the ordinary course of such Proposing Person's business as a derivatives dealer, (B) any material pending or threatened legal proceeding in which such Proposing Person is a party or material participant involving the Corporation or any of its officers or directors, or any affiliate of the Corporation, (C) any other material relationship between such Proposing Person, on the one hand, and the Corporation or any affiliate of the Corporation, on the other hand, (D) any direct or indirect material interest in any material contract or agreement of such Proposing Person with the Corporation or any affiliate of the Corporation (including, in any such case, any employment agreement, collective bargaining agreement or consulting agreement), (E) any proportionate interest in shares of the Corporation or a Synthetic Equity Position held, directly or indirectly, by a general or limited partnership, limited liability company or similar entity in which any such Proposing Person (1) is a general partner or, directly or indirectly, beneficially owns an interest in a general partner of such general or limited partnership or (2) is the manager, managing member or, directly or indirectly, beneficially owns an interest in the manager or managing member of such limited liability company or similar entity; (F) a representation that such Proposing Person intends or is part of a group which intends to deliver a proxy statement or form of proxy to holders of at least the percentage of the Corporation's outstanding capital stock required to approve or adopt the proposal or otherwise solicit proxies from stockholders in support of such proposal and (G) any other information relating to such Proposing Person that would be required to be disclosed in a proxy statement or other filing required to be made in connection with solicitations of proxies or consents by such Proposing Person in support of the business proposed to be brought before the meeting pursuant to Section 14(a) of the Exchange Act (the disclosures to be made pursuant to the foregoing clauses (A) through (G) are referred to as "Disclosable Interests"); *provided*, *however*, that Disclosable Interests shall not include any such disclosures with respect to the ordinary course business activities of any broker, dealer, commercial bank, trust company or other nominee who is a Proposing Person solely as a result of being the stockholder directed to prepare and submit the notice required by these Bylaws on behalf of a beneficial owner; and

(iii) As to each item of business that the stockholder proposes to bring before the annual meeting, (A) a brief description of the business desired to be brought before the annual meeting, the reasons for conducting such business at the annual meeting and any material interest in such business of each Proposing Person, (B) the text of the proposal or business (including the text of any resolutions proposed for consideration and in the event that such business includes a proposal to amend the Bylaws, the language of the proposed amendment), (C) a reasonably detailed description of all agreements, arrangements and understandings (x) between or among any of the Proposing Persons or (y) between or among any Proposing Person and any other person or entity (including their names) in connection with the proposal of such business by such stockholder, and (D) any other information relating to such item of business that would be required to be disclosed in a proxy statement or other filing required to be made in connection with

solicitations of proxies in support of the business proposed to be brought before the meeting pursuant to Section 14(a) of the Exchange Act; *provided*, *however*, that the disclosures required by this paragraph (iii) shall not include any disclosures with respect to any broker, dealer, commercial bank, trust company or other nominee who is a Proposing Person solely as a result of being the stockholder directed to prepare and submit the notice required by these Bylaws on behalf of a beneficial owner.

For purposes of this Section 2.4, the term "Proposing Person" shall mean (i) the stockholder providing the notice of business proposed to be brought before an annual meeting, (ii) the beneficial owner or beneficial owners, if different, on whose behalf the notice of the business proposed to be brought before the annual meeting is made, and (iii) any participant (as defined in paragraphs (a)(ii)-(vi) of Instruction 3 to Item 4 of Schedule 14A) with such stockholder in such solicitation.

(d) The Board of Directors may request that any Proposing Person furnish such additional information as may be reasonably required by the Board of Directors. Such Proposing Person shall provide such additional information within ten (10) days after it has been requested by the Board of Directors.

(e) A Proposing Person shall update and supplement its notice to the Corporation of its intent to propose business at an annual meeting, if necessary, so that the information provided or required to be provided in such notice pursuant to this Section 2.4 shall be true and correct as of the record date for stockholders entitled to vote at the meeting and as of the date that is ten (10) business days prior to the meeting or any adjournment or postponement thereof, and such update and supplement shall be delivered to, or mailed and received by, the Secretary at the principal executive offices of the Corporation not later than five (5) business days after the record date for stockholders entitled to vote at the meeting (in the case of the update and supplement required to be made as of such record date), and not later than eight (8) business days prior to the date for the meeting or, if practicable, any adjournment or postponement thereof (and, if not practicable, on the first practicable date prior to the date to which the meeting has been adjourned or postponed) (in the case of the update and supplement required to be made as of ten (10) business days prior to the meeting or any adjournment or postponement thereof). For the avoidance of doubt, the obligation to update and supplement as set forth in this paragraph or any other Section of these Bylaws shall not limit the Corporation's rights with respect to any deficiencies in any notice provided by a stockholder, extend any applicable deadlines hereunder or enable or be deemed to permit a stockholder who has previously submitted notice hereunder to amend or update any proposal or to submit any new proposal, including by changing or adding matters, business or resolutions proposed to be brought before a meeting of the stockholders.

(f) Notwithstanding anything in these Bylaws to the contrary, no business shall be conducted at an annual meeting that is not properly brought before the meeting in accordance with this Section 2.4. The presiding officer of the meeting shall, if the facts warrant, determine that the business was not properly brought before the meeting in accordance with this Section 2.4, and if he or she should so determine, he or she shall so declare to the meeting and any such business not properly brought before the meeting shall not be transacted.

(g) This Section 2.4 is expressly intended to apply to any business proposed to be brought before an annual meeting of stockholders other than any proposal made in accordance with Rule 14a-8 under the Exchange Act and included in the Corporation's proxy statement. In addition to the requirements of this Section 2.4 with respect to any business proposed to be brought before an annual meeting, each Proposing Person shall comply with all applicable requirements of the Exchange Act with respect to any such business. Nothing in this Section 2.4 shall be deemed to affect the rights of stockholders to request inclusion of proposals in the Corporation's proxy statement pursuant to Rule 14a-8 under the Exchange Act.

(h) For purposes of these Bylaws, "public disclosure" shall mean disclosure in a press release reported by a national news service or in a document publicly filed by the Corporation with the Securities and Exchange Commission pursuant to Sections 13, 14 or 15(d) of the Exchange Act.

2.5 Notice of Nominations for Election to the Board of Directors.

(a) Nominations of any person for election to the Board of Directors at an annual meeting or at a special meeting (but only if the election of directors is a matter specified in the notice of meeting given by or at the direction of the person calling such special meeting) may be made at such meeting only (i) by or at the direction of the Board of Directors, including by any committee or persons authorized to do so by the Board of Directors or these Bylaws, or (ii) by a stockholder present in person who (A) was a record owner of shares of the Corporation both at the time of giving the notice provided for in this Section 2.5 and at the time of the meeting, (B) is entitled to vote at the meeting, and (C) has complied with this Section 2.5 and Section 2.6 as to such notice and nomination. For purposes of this Section 2.5, "present in person" shall mean that the stockholder nominating any person for election to the Board of Directors at the meeting of the Corporation, or a qualified representative of such stockholder, appear at such meeting. A "qualified representative" of such proposing stockholder shall be a duly authorized officer, manager or partner of such stockholder or any other person authorized by a writing executed by such stockholder or an electronic transmission delivered by such stockholder to act for such stockholder as proxy at the meeting of stockholders and such person must produce such writing or electronic transmission, or a reliable reproduction of the writing or electronic transmission, at the meeting of stockholders. The foregoing clause (ii) shall be the exclusive means for a stockholder to make any nomination of a person or persons for election to the Board of Directors at an annual meeting or special meeting.

(b) (i) Without qualification, for a stockholder to make any nomination of a person or persons for election to the Board of Directors at an annual meeting, the stockholder must (1) provide Timely Notice (as defined in Section 2.4) thereof in writing and in proper form to the Secretary of the Corporation, (2) provide the information, agreements and questionnaires with respect to such stockholder and its candidate for nomination as required to be set forth by this Section 2.5 and Section 2.6 and (3) provide any updates or supplements to such notice at the times and in the forms required by this Section 2.5 and Section 2.6.

(ii) Without qualification, if the election of directors is a matter specified in the notice of meeting given by or at the direction of the person calling a special meeting, then for a

stockholder to make any nomination of a person or persons for election to the Board of Directors at a special meeting, the stockholder must (i) provide timely notice thereof in writing and in proper form to the Secretary of the Corporation at the principal executive offices of the Corporation, (ii) provide the information with respect to such stockholder and its candidate for nomination as required by this Section 2.5 and Section 2.6 and (iii) provide any updates or supplements to such notice at the times and in the forms required by this Section 2.5. To be timely, a stockholder's notice for nominations to be made at a special meeting must be delivered to, or mailed and received at, the principal executive offices of the Corporation not earlier than the one hundred twentieth (120th) day prior to such special meeting and not later than the ninetieth (90th) day prior to such special meeting or, if later, the tenth (10th) day following the day on which public disclosure (as defined in Section 2.4) of the date of such special meeting was first made.

(iii) In no event shall any adjournment or postponement of an annual meeting or special meeting or the announcement thereof commence a new time period for the giving of a stockholder's notice as described above.

(iv) In no event may a Nominating Person provide Timely Notice with respect to a greater number of director candidates than are subject to election by stockholders at the applicable meeting. If the Corporation shall, subsequent to such notice, increase the number of directors subject to election at the meeting, such notice as to any additional nominees shall be due on the later of (i) the conclusion of the time period for Timely Notice, (ii) the date set forth in Section 2.5(b)(ii) or (iii) the tenth day following the date of public disclosure (as defined in Section 2.4) of such increase.

(c) To be in proper form for purposes of this Section 2.5, a stockholder's notice to the Secretary shall set forth:

(i) As to each Nominating Person (as defined below), the Stockholder Information (as defined in Section 2.4(c)(i), except that for purposes of this Section 2.5 the term "Nominating Person" shall be substituted for the term "Proposing Person" in all places it appears in Section 2.4(c)(i));

(ii) As to each Nominating Person, any Disclosable Interests (as defined in Section 2.4(c)(ii), except that for purposes of this Section 2.5 the term "Nominating Person" shall be substituted for the term "Proposing Person" in all places it appears in Section 2.4(c)(ii) and the disclosure with respect to the business to be brought before the meeting in Section 2.4(c)(ii) shall be made with respect to the election of directors at the meeting); and provided that, in lieu of including the information set forth in Section 2.4(c)(ii)(G), the Nominating Person's notice for purposes of this Section 2.5 shall include a representation as to whether the Nominating Person intends or is part of a group which intends to deliver a proxy statement and solicit the holders of shares representing at least 67% of the voting power of shares entitled to vote on the election of directors in support of director nominees other than the Corporation's nominees in accordance with Rule 14a-19 promulgated under the Exchange Act; and

(iii) As to each candidate whom a Nominating Person proposes to nominate for election as a director, (A) all information relating to such candidate for nomination that is required to be disclosed in a proxy statement or other filings required to be made in connection with solicitations of proxies for election of directors in a contested election pursuant to Section 14(a) under the Exchange Act (including such candidate's written consent to being named in a proxy statement and accompanying proxy card relating to the Corporation's next meeting of stockholders at which directors are to be elected and to serving as a director for a full term if elected), (B) a description of any direct or indirect material interest in any material contract or agreement between or among any Nominating Person, on the one hand, and each candidate for nomination or his or her respective associates or any other participants in such solicitation, on the other hand, including, without limitation, all information that would be required to be disclosed pursuant to Item 404 under Regulation S-K if such Nominating Person were the "registrant" for purposes of such rule and the candidate for nomination were a director or executive officer of such registrant (the disclosures to be made pursuant to the foregoing clauses (A) and (B) are referred to as "Nominee Information"), and (C) a completed and signed questionnaire, representation and agreement as provided in Section 2.6(a).

For purposes of this Section 2.5, the term "Nominating Person" shall mean (i) the stockholder providing the notice of the nomination proposed to be made at the meeting, (ii) the beneficial owner or beneficial owners, if different, on whose behalf the notice of the nomination proposed to be made at the meeting is made, and (iii) any participant (as defined in paragraphs (a)(ii)-(vi) of Instruction 3 to Item 4 of Schedule 14A) with such stockholder in such solicitation.

(d) The Board of Directors may request that any Nominating Person furnish such additional information as may be reasonably required by the Board of Directors. Such Nominating Person shall provide such additional information within ten (10) days after it has been requested by the Board of Directors.

(e) A stockholder providing notice of any nomination proposed to be made at a meeting shall further update and supplement such notice, if necessary, so that the information provided or required to be provided in such notice pursuant to this Section 2.5 shall be true and correct as of the record date for stockholders entitled to vote at the meeting and as of the date that is ten (10) business days prior to the meeting or any adjournment or postponement thereof, and such update and supplement shall be delivered to, or mailed and received by, the Secretary at the principal executive offices of the Corporation not later than five (5) business days after the record date for stockholders entitled to vote at the meeting (in the case of the update and supplement required to be made as of such record date), and not later than eight (8) business days prior to the date for the meeting or, if practicable, any adjournment or postponement thereof (and, if not practicable, on the first practicable date prior to the date to which the meeting has been adjourned or postponed) (in the case of the update and supplement required to be made as of ten (10) business days prior to the meeting or any adjournment or postponement thereof). For the avoidance of doubt, the obligation to update and supplement as set forth in this paragraph or any other Section of these Bylaws shall not limit the Corporation's rights with respect to any deficiencies in any notice provided by a stockholder, extend any applicable deadlines hereunder

or enable or be deemed to permit a stockholder who has previously submitted notice hereunder to amend or update any nomination or to submit any new nomination.

(f) In addition to the requirements of this Section 2.5 with respect to any nomination proposed to be made at a meeting, each Nominating Person shall comply with all applicable requirements of the Exchange Act with respect to any such nominations. Notwithstanding the foregoing provisions of this Section 2.5, unless otherwise required by law, (i) no Nominating Person shall solicit proxies in support of director nominees other than the Corporation's nominees unless such Nominating Person has complied with Rule 14a-19 promulgated under the Exchange Act in connection with the solicitation of such proxies, including the provision to the Corporation of notices required thereunder in a timely manner and (ii) if any Nominating Person (1) provides notice pursuant to Rule 14a-19(b) promulgated under the Exchange Act and (2) subsequently fails to comply with the requirements of Rule 14a-19(a)(2) or Rule 14a-19(a)(3) promulgated under the Exchange Act, including the provision to the Corporation of notices required thereunder in a timely manner, or fails to timely provide reasonable evidence sufficient to satisfy the Corporation that such Nominating Person has met the requirements of Rule 14a-19(a)(3) promulgated under the Exchange Act in accordance with the following sentence, then the nomination of each such proposed nominee shall be disregarded, notwithstanding that the nominee is included as a nominee in the Corporation's proxy statement, notice of meeting or other proxy materials for any annual meeting (or any supplement thereto) and notwithstanding that proxies or votes in respect of the election of such proposed nominees may have been received by the Corporation (which proxies and votes shall be disregarded). If any Nominating Person provides notice pursuant to Rule 14a-19(b) promulgated under the Exchange Act, such Nominating Person shall deliver to the Corporation, no later than seven (7) business days prior to the applicable meeting, reasonable evidence that it has met the requirements of Rule 14a-19(a)(3) promulgated under the Exchange Act.

2.6 Additional Requirements for Valid Nomination of Candidates to Serve as Director and, if Elected, to be Seated as Directors.

(a) To be eligible to be a candidate for election as a director of the Corporation at an annual or special meeting, a candidate must be nominated in the manner prescribed in Section 2.5 and the candidate for nomination, whether nominated by the Board of Directors or by a stockholder of record, must have previously delivered (in accordance with the time period prescribed for delivery in a notice to such candidate given by or on behalf of the Board of Directors), to the Secretary at the principal executive offices of the Corporation, (i) a completed written questionnaire (in the form provided by the Corporation upon written request of any stockholder of record therefor) with respect to the background, qualifications, stock ownership and independence of such proposed nominee and (ii) a written representation and agreement (in the form provided by the Corporation upon written request of any stockholder of record therefor) that such candidate for nomination (A) is not and, if elected as a director during his or her term of office, will not become a party to (1) any agreement, arrangement or understanding with, and has not given and will not give any commitment or assurance to, any person or entity as to how such proposed nominee, if elected as a director of the Corporation, will act or vote on any issue or question (a "Voting Commitment") or (2) any Voting Commitment that could limit or

interfere with such proposed nominee's ability to comply, if elected as a director of the Corporation, with such proposed nominee's fiduciary duties under applicable law, (B) is not, and will not become a party to, any agreement, arrangement or understanding with any person or entity other than the Corporation with respect to any direct or indirect compensation or reimbursement for service as a director that has not been disclosed therein or otherwise to the Corporation, (C), if elected as a director of the Corporation, will comply with all applicable corporate governance, conflict of interest, confidentiality, stock ownership and trading and other policies and guidelines of the Corporation applicable to directors and in effect during such person's term in office as a director (and, if requested by any candidate for nomination, the Secretary of the Corporation shall provide to such candidate for nomination all such policies and guidelines then in effect), and (D) if elected as a director of the Corporation, intends to serve the entire term until the next meeting at which such candidate would face re-election.

(b) The Board of Directors may also require any proposed candidate for nomination as a director to furnish such other information as may reasonably be requested by the Board of Directors in writing prior to the meeting of stockholders at which such candidate's nomination is to be acted upon and related to such candidate's eligibility. Without limiting the generality of the foregoing, the Board of Directors may request such other information in order for the Board of Directors to determine the eligibility of such candidate for nomination to be an independent director of the Corporation or to comply with the director qualification standards and additional selection criteria in accordance with the Corporation's Corporate Governance Guidelines. Such other information shall be delivered to, or mailed and received by, the Secretary at the principal executive offices of the Corporation (or any other office specified by the Corporation in any public announcement) not later than five (5) business days after the request by the Board of Directors has been delivered to, or mailed and received by, the Nominating Person.

(c) A candidate for nomination as a director shall further update and supplement the materials delivered pursuant to this Section 2.6, if necessary, so that the information provided or required to be provided pursuant to this Section 2.6 shall be true and correct as of the record date for stockholders entitled to vote at the meeting and as of the date that is ten (10) business days prior to the meeting or any adjournment or postponement thereof, and such update and supplement shall be delivered to, or mailed and received by, the Secretary at the principal executive offices of the Corporation (or any other office specified by the Corporation in any public announcement) not later than five (5) business days after the record date for stockholders entitled to vote at the meeting (in the case of the update and supplement required to be made as of such record date), and not later than eight (8) business days prior to the date for the meeting or, if practicable, any adjournment or postponement thereof (and, if not practicable, on the first practicable date prior to the date to which the meeting has been adjourned or postponed) (in the case of the update and supplement required to be made as of ten (10) business days prior to the meeting or any adjournment or postponement thereof). For the avoidance of doubt, the obligation to update and supplement as set forth in this paragraph or any other section of these Bylaws shall not limit the Corporation's rights with respect to any deficiencies in any notice provided by a stockholder, extend any applicable deadlines hereunder or enable or be deemed to permit a stockholder who has previously submitted notice hereunder to amend or update any nomination

or to submit any new proposal, including by changing or adding nominees, matters, business or resolutions proposed to be brought before a meeting of the stockholders.

(d) No candidate shall be eligible for nomination as a director of the Corporation unless such candidate for nomination and the Nominating Person seeking to place such candidate's name in nomination has complied with Section 2.5 and this Section 2.6, as applicable. The presiding officer at the meeting shall, if the facts warrant, determine that a nomination was not properly made in accordance with Section 2.5 and this Section 2.6, and if he or she should so determine, he or she shall so declare such determination to the meeting, the defective nomination shall be disregarded and any ballots cast for the candidate in question (but in the case of any form of ballot listing other qualified nominees, only the ballots cast for the nominee in question) shall be void and of no force or effect.

(e) Notwithstanding anything in these Bylaws to the contrary, no candidate for nomination shall be eligible to be seated as a director of the Corporation unless nominated and elected in accordance with Section 2.5 and this Section 2.6.

2.7 Notice of Stockholders' Meetings.

Unless otherwise provided by law, the Certificate of Incorporation or these Bylaws, the notice of any meeting of stockholders shall be sent or otherwise given in accordance with Section 8.1 of these Bylaws not less than ten (10) nor more than sixty (60) days before the date of the meeting to each stockholder entitled to vote at such meeting. The notice shall specify the place, if any, date and time of the meeting, the means of remote communication, if any, by which stockholders and proxy holders may be deemed to be present in person and vote at such meeting, and, in the case of a special meeting, the purpose or purposes for which the meeting is called.

2.8 Quorum.

Unless otherwise provided by law, the Certificate of Incorporation or these Bylaws, the holders of a majority in voting power of the stock issued and outstanding and entitled to vote, present in person, or by remote communication, if applicable, or represented by proxy, shall constitute a quorum for the transaction of business at all meetings of the stockholders. A quorum, once established at a meeting, shall not be broken by the withdrawal of enough votes to leave less than a quorum. If, however, a quorum is not present or represented at any meeting of the stockholders, then either (i) the person presiding over the meeting or (ii) a majority in voting power of the stockholders entitled to vote at the meeting, present in person, or by remote communication, if applicable, or represented by proxy, shall have power to recess the meeting or adjourn the meeting from time to time in the manner provided in Section 2.9 of these Bylaws until a quorum is present or represented. At any recessed or adjourned meeting at which a quorum is present or represented, any business may be transacted that might have been transacted at the meeting as originally noticed.

2.9 Adjourned Meeting; Notice.

When a meeting is adjourned to another time or place, unless these Bylaws otherwise require, notice need not be given of the adjourned meeting if the time, place, if any, thereof, and the means of remote communications, if any, by which stockholders and proxy holders may be deemed to be present in person and vote at such adjourned meeting are announced at the meeting at which the adjournment is taken or are provided in any other manner permitted by the DGCL. At any adjourned meeting, the Corporation may transact any business which might have been transacted at the original meeting. If the adjournment is for more than thirty (30) days, a notice of the adjourned meeting shall be given to each stockholder of record entitled to vote at the meeting. If after the adjournment a new record date for determination of stockholders entitled to vote is fixed for the adjourned meeting, the Board shall fix as the record date for determining stockholders entitled to notice of such adjourned meeting the same or an earlier date as that fixed for determination of stockholders entitled to vote at the adjourned meeting, and shall give notice of the adjourned meeting to each stockholder of record entitled to vote at such meeting as of the record date so fixed for notice of such adjourned meeting.

2.10 Conduct of Business.

The date and time of the opening and the closing of the polls for each matter upon which the stockholders will vote at a meeting shall be announced at the meeting by the person presiding over the meeting. The Board may adopt by resolution such rules and regulations for the conduct of the meeting of stockholders as it shall deem appropriate. Except to the extent inconsistent with such rules and regulations as adopted by the Board, the person presiding over any meeting of stockholders shall have the right and authority to convene and (for any or no reason) to recess and/or adjourn the meeting, to prescribe such rules, regulations and procedures (which need not be in writing) and to do all such acts as, in the judgment of such presiding person, are appropriate for the proper conduct of the meeting. Such rules, regulations or procedures, whether adopted by the Board or prescribed by the person presiding over the meeting, may include, without limitation, the following: (i) the establishment of an agenda or order of business for the meeting; (ii) rules and procedures for maintaining order at the meeting and the safety of those present (including, without limitation, rules and procedures for removal of disruptive persons from the meeting); (iii) limitations on attendance at or participation in the meeting to stockholders entitled to vote at the meeting, their duly authorized and constituted proxies or such other persons as the person presiding over the meeting shall determine; (iv) restrictions on entry to the meeting after the time fixed for the commencement thereof; and (v) limitations on the time allotted to questions or comments by participants. The presiding person at any meeting of stockholders, in addition to making any other determinations that may be appropriate to the conduct of the meeting (including, without limitation, determinations with respect to the administration and/or interpretation of any of the rules, regulations or procedures of the meeting, whether adopted by the Board or prescribed by the person presiding over the meeting), shall, if the facts warrant, determine and declare to the meeting that a matter of business was not properly brought before the meeting and if such presiding person should so determine, such presiding person shall so declare to the meeting and any such matter or business not properly brought before the meeting shall not be transacted or considered. Unless and to the extent determined by the Board or the

person presiding over the meeting, meetings of stockholders shall not be required to be held in accordance with the rules of parliamentary procedure.

2.11 Voting.

Except as may be otherwise provided in the Certificate of Incorporation, these Bylaws or the DGCL, each stockholder shall be entitled to one (1) vote for each share of capital stock held by such stockholder.

Except as otherwise provided by the Certificate of Incorporation, at all duly called or convened meetings of stockholders at which a quorum is present, for the election of directors, a plurality of the votes cast shall be sufficient to elect a director. Except as otherwise provided by the Certificate of Incorporation, these Bylaws, the rules or regulations of any stock exchange applicable to the Corporation, or applicable law or pursuant to any regulation applicable to the Corporation or its securities, each other matter presented to the stockholders at a duly called or convened meeting at which a quorum is present shall be decided by the affirmative vote of the holders of a majority in voting power of the votes cast (excluding abstentions and broker non-votes) on such matter.

2.12 Record Date for Stockholder Meetings and Other Purposes.

In order that the Corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, the Board may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted by the Board, and which record date shall, unless otherwise required by law, not be more than sixty (60) days nor less than ten (10) days before the date of such meeting. If the Board so fixes a date, such date shall also be the record date for determining the stockholders entitled to vote at such meeting unless the Board determines, at the time it fixes such record date, that a later date on or before the date of the meeting shall be the date for making such determination. If no record date is fixed by the Board, the record date for determining stockholders entitled to notice of or to vote at a meeting of stockholders shall be the close of business on the next day preceding the day on which notice is first given, or, if notice is waived, at the close of business on the day next preceding the day on which the meeting is held. A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board may fix a new record date for determination of stockholders entitled to vote at the adjourned meeting; and in such case shall also fix as the record date for stockholders entitled to notice of such adjourned meeting the same or an earlier date as that fixed for determination of stockholders entitled to vote in accordance herewith at the adjourned meeting.

In order that the Corporation may determine the stockholders entitled to receive payment of any dividend or other distribution or allotment or any rights or the stockholders entitled to exercise any rights in respect of any change, conversion or exchange of capital stock, or for the purposes of any other lawful action, the Board may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted, and which record date shall be not more than sixty (60) days prior to such action. If no record date is fixed, the

record date for determining stockholders for any such purpose shall be at the close of business on the day on which the Board adopts the resolution relating thereto.

2.13 Proxies.

Each stockholder entitled to vote at a meeting of stockholders may authorize another person or persons to act for such stockholder by proxy authorized by an instrument in writing or by a transmission permitted by law, including Rule 14a-19 promulgated under the Exchange Act, filed in accordance with the procedure established for the meeting, but no such proxy shall be voted or acted upon after three (3) years from its date, unless the proxy provides for a longer period. The revocability of a proxy that states on its face that it is irrevocable shall be governed by the provisions of Section 212 of the DGCL. A proxy may be in the form of an electronic transmission which sets forth or is submitted with information from which it can be determined that the transmission was authorized by the stockholder.

Any stockholder directly or indirectly soliciting proxies from other stockholders must use a proxy card color other than white, which shall be reserved for the exclusive use by the Board.

2.14 List of Stockholders Entitled to Vote.

The Corporation shall prepare, no later than the tenth (10th) day before each meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting (provided, however, that if the record date for determining the stockholders entitled to vote is less than ten (10) days before the date of the meeting, the list shall reflect the stockholders entitled to vote as of the tenth (10th) day before the meeting date), arranged in alphabetical order, and showing the address of each stockholder and the number of shares registered in the name of each stockholder. The Corporation shall not be required to include electronic mail addresses or other electronic contact information on such list. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting for a period of ten (10) days ending on the day before the meeting date: (i) on a reasonably accessible electronic network, provided that the information required to gain access to such list is provided with the notice of the meeting, or (ii) during ordinary business hours, at the Corporation's principal executive office. In the event that the Corporation determines to make the list available on an electronic network, the Corporation may take reasonable steps to ensure that such information is available only to stockholders of the Corporation. Such list shall presumptively determine the identity of the stockholders entitled to vote at the meeting and the number of shares held by each of them. Except as otherwise provided by law, the stock ledger shall be the only evidence as to who are the stockholders entitled to examine the list of stockholders required by this Section 2.14 or to vote in person or by proxy at any meeting of stockholders.

2.15 Inspectors of Election.

Before any meeting of stockholders, the Corporation shall appoint an inspector or inspectors of election to act at the meeting or its adjournment and make a written report thereof. The Corporation may designate one or more persons as alternate inspectors to replace any inspector who fails to act. If any person appointed as inspector or any alternate fails to appear or

fails or refuses to act, then the person presiding over the meeting shall appoint a person to fill that vacancy.

Such inspectors shall:

(i) determine the number of shares outstanding and the voting power of each, the number of shares represented at the meeting and the validity of any proxies and ballots;

(ii) count all votes or ballots;

(iii) count and tabulate all votes;

(iv) determine and retain for a reasonable period a record of the disposition of any challenges made to any determination by the inspector(s); and

(v) certify its or their determination of the number of shares represented at the meeting and its or their count of all votes and ballots.

Each inspector, before entering upon the discharge of the duties of inspector, shall take and sign an oath faithfully to execute the duties of inspection with strict impartiality and according to the best of such inspector's ability. Any report or certificate made by the inspectors of election is prima facie evidence of the facts stated therein. The inspectors of election may appoint such persons to assist them in performing their duties as they determine.

2.16 Delivery to the Corporation.

Whenever this Article II requires one or more persons (including a record or beneficial owner of stock) to deliver a document or information to the Corporation or any officer, employee or agent thereof (including any notice, request, questionnaire, revocation, representation or other document or agreement), such document or information shall be in writing exclusively (and not in an electronic transmission) and shall be delivered exclusively by hand (including, without limitation, overnight courier service) or by certified or registered mail, return receipt requested, and the Corporation shall not be required to accept delivery of any document not in such written form or so delivered. For the avoidance of doubt, the Corporation expressly opts out of Section 116 of the DGCL with respect to the delivery of information and documents to the Corporation required by this Article II.

Article III - Directors

3.1 Powers.

Except as otherwise provided by the Certificate of Incorporation or the DGCL, the business and affairs of the Corporation shall be managed by or under the direction of the Board.

3.2 Number of Directors.

Subject to the Certificate of Incorporation, the total number of directors constituting the Board shall be determined from time to time by resolution of the Board. No reduction of the authorized number of directors shall have the effect of removing any director before that director's term of office expires.

3.3 Election, Qualification and Term of Office of Directors.

Except as provided in Section 3.4 of these Bylaws, and subject to the Certificate of Incorporation, each director, including a director elected to fill a vacancy or newly created directorship, shall hold office until the expiration of the term of the class, if any, for which elected and until such director's successor is elected and qualified or until such director's earlier death, resignation, disqualification or removal. Directors need not be stockholders. The Certificate of Incorporation or these Bylaws may prescribe qualifications for directors.

3.4 Resignation, Removal and Vacancies.

Any director may resign at any time upon notice given in writing or by electronic transmission to the Corporation. The resignation shall take effect at the time specified therein or upon the happening of an event specified therein, and if no time or event is specified, at the time of its receipt. When one or more directors so resigns and the resignation is effective at a future date or upon the happening of an event to occur on a future date, a majority of the directors then in office, including those who have so resigned, shall have power to fill such vacancy or vacancies, the vote thereon to take effect when such resignation or resignations shall become effective, and each director so chosen shall hold office as provided in Section 3.3.

Unless otherwise provided by law and subject to the provisions of the Certificate of Incorporation and subject to the rights of the holders of any series of preferred stock, if any outstanding, the stockholders, acting at a duly called annual meeting or a duly called special meeting of the stockholders, at which there is a proper quorum and where notice has been provided in accordance with Section 8.1, may remove a director or directors of the Corporation with or without cause.

Unless otherwise provided in the Certificate of Incorporation or these Bylaws, vacancies resulting from the death, resignation, disqualification or removal of any director, and newly created directorships resulting from any increase in the authorized number of directors shall be filled only by a majority of the directors then in office, although less than a quorum, or by a sole remaining director.

3.5 Place of Meetings; Meetings by Telephone.

The Board may hold meetings, both regular and special, either within or outside the State of Delaware.

Unless otherwise restricted by the Certificate of Incorporation or these Bylaws, members of the Board, or any committee designated by the Board, may participate in a meeting of the Board, or any committee, by means of conference telephone or other communications equipment by means of which all persons participating in the meeting can hear each other, and such participation in a meeting pursuant to this bylaw shall constitute presence in person at the meeting.

3.6 Regular Meetings.

Regular meetings of the Board may be held within or outside the State of Delaware and at such time and at such place as which has been designated by the Board and publicized among all directors, either orally or in writing, by telephone, including a voice-messaging system or other system designed to record and communicate messages, facsimile, telegraph or telex, or by electronic mail or other means of electronic transmission. No further notice shall be required for regular meetings of the Board.

3.7 Special Meetings; Notice.

Special meetings of the Board for any purpose or purposes may be called at any time by the chairperson of the Board, the Chief Executive Officer, the Chief Financial Officer, the Secretary or a majority of the total number of directors constituting the Board.

Notice of the time and place of special meetings shall be:

(i) delivered personally by hand, by courier or by telephone;

(ii) sent by United States first-class mail, postage prepaid;

(iii) sent by facsimile or electronic mail; or

(iv) sent by other means of electronic transmission,

directed to each director at that director's address, telephone number, facsimile number or electronic mail address, or other address for electronic transmission, as the case may be, as shown on the Corporation's records.

If the notice is (i) delivered personally by hand, by courier or by telephone, (ii) sent by facsimile or electronic mail, or (iii) sent by other means of electronic transmission, it shall be delivered or sent at least twenty-four (24) hours before the time of the holding of the meeting. If the notice is sent by U.S. mail, it shall be deposited in the U.S. mail at least four (4) days before the time of the holding of the meeting. The notice need not specify the place of the meeting (if the meeting is to be held at the Corporation's principal executive office) nor the purpose of the meeting.

3.8 Quorum.

At all meetings of the Board, unless otherwise provided by the Certificate of Incorporation, a majority of the total number of directors shall constitute a quorum for the transaction of business. The vote of a majority of the directors present at any meeting at which a quorum is present shall be the act of the Board, except as may be otherwise specifically provided by statute, the Certificate of Incorporation or these Bylaws. If a quorum is not present at any meeting of the Board, then the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum is present.

3.9 Board Action without a Meeting.

Unless otherwise restricted by the Certificate of Incorporation or these Bylaws, any action required or permitted to be taken at any meeting of the Board, or of any committee thereof, may be taken without a meeting if all members of the Board or committee, as the case may be, consent thereto in writing or by electronic transmission. After an action is taken, the consent or consents relating thereto shall be filed with the minutes of the proceedings of the Board, or the committee thereof, in the same paper or electronic form as the minutes are maintained. Such action by written consent or consent by electronic transmission shall have the same force and effect as a unanimous vote of the Board.

3.10 Fees and Compensation of Directors.

Unless otherwise restricted by the Certificate of Incorporation or these Bylaws, the Board shall have the authority to fix the compensation, including fees and reimbursement of expenses, of directors for services to the Corporation in any capacity.

Article IV - Committees

4.1 Committees of Directors.

The Board may designate one (1) or more committees, each committee to consist, of one (1) or more of the directors of the Corporation. The Board may designate one (1) or more directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of the committee. In the absence or disqualification of a member of a committee, the member or members thereof present at any meeting and not disqualified from voting, whether or not such member or members constitute a quorum, may unanimously appoint another member of the Board to act at the meeting in the place of any such absent or disqualified member. Any such committee, to the extent provided in the resolution of the Board or in these Bylaws, shall have and may exercise all the powers and authority of the Board in the management of the business and affairs of the Corporation, and may authorize the seal of the Corporation to be affixed to all papers that may require it; but no such committee shall have the power or authority to (i) approve or adopt, or recommend to the stockholders, any action or matter expressly required by the DGCL to be submitted to stockholders for approval, or (ii) adopt, amend or repeal any bylaw of the Corporation.

4.2 Committee Minutes.

Each committee shall keep regular minutes of its meetings and report the same to the Board when required.

4.3 Meetings and Actions of Committees.

Meetings and actions of committees shall be governed by, and held and taken in accordance with, the provisions of:

(i) Section 3.5 (place of meetings; meetings by telephone);

(ii) Section 3.6 (regular meetings);

(iii) Section 3.7 (special meetings; notice);

(iv) Section 3.9 (board action without a meeting); and

(v) Section 7.13 (waiver of notice),

with such changes in the context of those bylaws as are necessary to substitute the committee and its members for the Board and its members. *However*:

(i) the time of regular meetings of committees may be determined either by resolution of the Board or by resolution of the committee;

(ii) special meetings of committees may also be called by resolution of the Board or the chairperson of the applicable committee; and

(iii) the Board may adopt rules for the governance of any committee to override the provisions that would otherwise apply to the committee pursuant to this Section 4.3, provided that such rules do not violate the provisions of the Certificate of Incorporation or applicable law.

4.4 Subcommittees.

Unless otherwise provided in the Certificate of Incorporation, these Bylaws or the resolutions of the Board designating the committee, a committee may create one (1) or more subcommittees, each subcommittee to consist of one (1) or more members of the committee, and delegate to a subcommittee any or all of the powers and authority of the committee.

Article V - Officers

5.1 Officers.

The officers of the Corporation shall include a Chief Executive Officer, Chief Financial Officer, and a Secretary. The Corporation may also have, at the discretion of the Board, a

Chairperson of the Board, a Vice Chairperson of the Board, one or more Presidents, a Treasurer, one (1) or more Vice Presidents, one (1) or more Assistant Vice Presidents, one (1) or more Assistant Treasurers, one (1) or more Assistant Secretaries, and any such other officers as may be appointed in accordance with the provisions of these Bylaws. Any number of offices may be held by the same person. No officer need be a stockholder or director of the Corporation.

5.2 Appointment of Officers.

The Board shall appoint the officers of the Corporation, except such officers as may be appointed in accordance with the provisions of Section 5.3 of these Bylaws.

5.3 Subordinate Officers.

The Board may appoint, or empower the Chief Executive Officer or, in the absence of a Chief Executive Officer, the Chief Financial Officer, to appoint, such other officers and agents as the business of the Corporation may require. Each of such officers and agents shall hold office for such period, have such authority, and perform such duties as are provided in these Bylaws or as the Board may from time to time determine.

5.4 Removal and Resignation of Officers.

Subject to the rights, if any, of an officer under any contract of employment, any officer may be removed, either with or without cause, by the Board or, except in the case of an officer chosen by the Board, by any officer upon whom such power of removal may be conferred by the Board.

Any officer may resign at any time by giving written notice to the Corporation. Any resignation shall take effect at the date of the receipt of that notice or at any later time specified in that notice. Unless otherwise specified in the notice of resignation, the acceptance of the resignation shall not be necessary to make it effective. Any resignation is without prejudice to the rights, if any, of the Corporation under any contract to which the officer is a party.

5.5 Vacancies in Offices.

Any vacancy occurring in any office of the Corporation shall be filled by the Board or as provided in Section 5.2.

5.6 Representation of Shares of Other Corporations.

The Chairperson of the Board, the Chief Executive Officer, or the Chief Financial Officer of this Corporation, or any other person authorized by the Board, the Chief Executive Officer or the Chief Financial Officer, is authorized to vote, represent and exercise on behalf of this Corporation all rights incident to any and all shares or voting securities of any other corporation or other person standing in the name of this Corporation. The authority granted herein may be exercised either by such person directly or by any other person authorized to do so by proxy or power of attorney duly executed by such person having the authority.

5.7 Authority and Duties of Officers.

All officers of the Corporation shall respectively have such authority and perform such duties in the management of the business of the Corporation as may be provided herein or designated from time to time by the Board and, to the extent not so provided, as generally pertain to their respective offices, subject to the control of the Board.

5.8 Compensation.

The compensation of the officers of the Corporation for their services as such shall be fixed from time to time by or at the direction of the Board. An officer of the Corporation shall not be prevented from receiving compensation by reason of the fact that he or she is also a director of the Corporation.

Article VI - Records

A stock ledger consisting of one or more records in which the names of all of the Corporation's stockholders of record, the address and number of shares registered in the name of each such stockholder, and all issuances and transfers of stock of the corporation are recorded in accordance with Section 224 of the DGCL shall be administered by or on behalf of the Corporation. Any records administered by or on behalf of the Corporation in the regular course of its business, including its stock ledger, books of account, and minute books, may be kept on, or by means of, or be in the form of, any information storage device, or method, or one or more electronic networks or databases (including one or more distributed electronic networks or databases), provided that the records so kept can be converted into clearly legible paper form within a reasonable time and, with respect to the stock ledger, that the records so kept (i) can be used to prepare the list of stockholders specified in Sections 219 and 220 of the DGCL, (ii) record the information specified in Sections 156, 159, 217(a) and 218 of the DGCL, and (iii) record transfers of stock as governed by Article 8 of the Uniform Commercial Code as adopted in the State of Delaware.

Article VII - General Matters

7.1 Execution of Corporate Contracts and Instruments.

The Board, except as otherwise provided in these Bylaws, may authorize any officer or officers, or agent or agents, to enter into any contract or execute any instrument in the name of and on behalf of the Corporation; such authority may be general or confined to specific instances.

7.2 Stock Certificates.

The shares of the Corporation shall be represented by certificates, provided that the Board by resolution may provide that some or all of the shares of any class or series of stock of the Corporation shall be uncertificated. Certificates for the shares of stock, if any, shall be in such

form as is consistent with the Certificate of Incorporation and applicable law. Every holder of stock represented by a certificate shall be entitled to have a certificate signed by, or in the name of the Corporation by, any two officers authorized to sign stock certificates representing the number of shares registered in certificate form. The Chairperson or Vice Chairperson of the Board, the Chief Executive Officer, the Chief Financial Officer, any President, any Vice President, the Treasurer, the Secretary or any Assistant Secretary of the Corporation shall be specifically authorized to sign stock certificates. Any or all of the signatures on the certificate may be a facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate has ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the Corporation with the same effect as if he or she were such officer, transfer agent or registrar at the date of issue.

The Corporation may issue the whole or any part of its shares as partly paid and subject to call for the remainder of the consideration to be paid therefor. Upon the face or back of each stock certificate issued to represent any such partly paid shares, or upon the books and records of the Corporation in the case of uncertificated partly paid shares, the total amount of the consideration to be paid therefor and the amount paid thereon shall be stated. Upon the declaration of any dividend on fully paid shares, the Corporation shall declare a dividend upon partly paid shares of the same class, but only upon the basis of the percentage of the consideration actually paid thereon.

7.3 Special Designation of Certificates.

If the Corporation is authorized to issue more than one class of stock or more than one series of any class, then the powers, the designations, the preferences and the relative, participating, optional or other special rights of each class of stock or series thereof and the qualifications, limitations or restrictions of such preferences and/or rights shall be set forth in full or summarized on the face or on the back of the certificate that the Corporation shall issue to represent such class or series of stock (or, in the case of uncertificated shares, set forth in a notice provided pursuant to Section 151 of the DGCL); provided, however, that except as otherwise provided in Section 202 of the DGCL, in lieu of the foregoing requirements, there may be set forth on the face of back of the certificate that the Corporation shall issue to represent such class or series of stock (or, in the case of any uncertificated shares, included in the aforementioned notice) a statement that the Corporation will furnish without charge to each stockholder who so requests the powers, the designations, the preferences and the relative, participating, optional or other special rights of each class of stock or series thereof and the qualifications, limitations or restrictions of such preferences and/or rights.

7.4 Lost Certificates.

Except as provided in this Section 7.4, no new certificates for shares shall be issued to replace a previously issued certificate unless the latter is surrendered to the Corporation and cancelled at the same time. The Corporation may issue a new certificate of stock or uncertificated shares in the place of any certificate theretofore issued by it, alleged to have been lost, stolen or destroyed, and the Corporation may require the owner of the lost, stolen or destroyed certificate, or such owner’s legal representative, to give the Corporation a bond

sufficient to indemnify it against any claim that may be made against it on account of the alleged loss, theft or destruction of any such certificate or the issuance of such new certificate or uncertificated shares.

7.5 Shares Without Certificates

The Corporation may adopt a system of issuance, recordation and transfer of its shares of stock by electronic or other means not involving the issuance of certificates, provided the use of such system by the Corporation is permitted in accordance with applicable law.

7.6 Construction; Definitions.

Unless the context requires otherwise, the general provisions, rules of construction and definitions in the DGCL shall govern the construction of these Bylaws. Without limiting the generality of this provision, the singular number includes the plural and the plural number includes the singular.

7.7 Dividends.

The Board, subject to any restrictions contained in either (i) the DGCL or (ii) the Certificate of Incorporation, may declare and pay dividends upon the shares of its capital stock. Dividends may be paid in cash, in property or in shares of the Corporation's capital stock.

The Board may set apart out of any of the funds of the Corporation available for dividends a reserve or reserves for any proper purpose and may abolish any such reserve. Such purposes shall include but not be limited to equalizing dividends, repairing or maintaining any property of the Corporation, and meeting contingencies.

7.8 Fiscal Year.

The fiscal year of the Corporation shall be fixed by resolution of the Board and may be changed by the Board.

7.9 Seal.

The Corporation may adopt a corporate seal, which shall be adopted and which may be altered by the Board. The Corporation may use the corporate seal by causing it or a facsimile thereof to be impressed or affixed or in any other manner reproduced.

7.10 Transfer of Stock.

Shares of the Corporation shall be transferable in the manner prescribed by law and in these Bylaws. Shares of stock of the Corporation shall be transferred on the books of the Corporation only by the holder of record thereof or by such holder's attorney duly authorized in writing, upon surrender to the Corporation of the certificate or certificates representing such shares endorsed by the appropriate person or persons (or by delivery of duly executed instructions with respect to uncertificated shares), with such evidence of the authenticity of such

endorsement or execution, transfer, authorization and other matters as the Corporation may reasonably require, and accompanied by all necessary stock transfer stamps. No transfer of stock shall be valid as against the Corporation for any purpose until it shall have been entered in the stock records of the Corporation by an entry showing the names of the persons from and to whom it was transferred.

7.11 Stock Transfer Agreements.

The Corporation shall have power to enter into and perform any agreement with any number of stockholders of any one or more classes or series of stock of the Corporation to restrict the transfer of shares of stock of the Corporation of any one or more classes owned by such stockholders in any manner not prohibited by the DGCL.

7.12 Registered Stockholders.

The Corporation:

(i) shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends and to vote as such owner; and

(ii) shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of another person, whether or not it shall have express or other notice thereof, except as otherwise provided by the laws of the State of Delaware.

7.13 Waiver of Notice.

Whenever notice is required to be given under any provision of the DGCL, the Certificate of Incorporation or these Bylaws, a written waiver, signed by the person entitled to notice, or a waiver by electronic transmission by the person entitled to notice, whether before or after the time of the event for which notice is to be given, shall be deemed equivalent to notice. Attendance of a person at a meeting shall constitute a waiver of notice of such meeting, except when the person attends a meeting for the express purpose of objecting at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the stockholders need be specified in any written waiver of notice or any waiver by electronic transmission unless so required by the Certificate of Incorporation or these Bylaws.

Article VIII - Notice

8.1 Delivery of Notice; Notice by Electronic Transmission.

Without limiting the manner by which notice otherwise may be given effectively to stockholders, any notice to stockholders given by the Corporation under any provisions of the DGCL, the Certificate of Incorporation or these Bylaws may be given in writing directed to the stockholder's mailing address (or by electronic transmission directed to the stockholder's electronic mail address, as applicable) as it appears on the records of the Corporation and shall be

given (1) if mailed, when the notice is deposited in the U.S. mail, postage prepaid, (2) if delivered by courier service, the earlier of when the notice is received or left at such stockholder's address or (3) if given by electronic mail, when directed to such stockholder's electronic mail address unless the stockholder has notified the Corporation in writing or by electronic transmission of an objection to receiving notice by electronic mail. A notice by electronic mail must include a prominent legend that the communication is an important notice regarding the Corporation.

Without limiting the manner by which notice otherwise may be given effectively to stockholders, any notice to stockholders given by the Corporation under any provision of the DGCL, the Certificate of Incorporation or these Bylaws shall be effective if given by a form of electronic transmission consented to by the stockholder to whom the notice is given. Any such consent shall be revocable by the stockholder by written notice or electronic transmission to the Corporation. Notwithstanding the provisions of this paragraph, the Corporation may give a notice by electronic mail in accordance with the first paragraph of this section without obtaining the consent required by this paragraph.

Any notice given pursuant to the preceding paragraph shall be deemed given:

(i) if by facsimile telecommunication, when directed to a number at which the stockholder has consented to receive notice;

(ii) if by a posting on an electronic network together with separate notice to the stockholder of such specific posting, upon the later of (A) such posting and (B) the giving of such separate notice; and

(iii) if by any other form of electronic transmission, when directed to the stockholder.

Notwithstanding the foregoing, a notice may not be given by an electronic transmission from and after the time that (1) the Corporation is unable to deliver by such electronic transmission two (2) consecutive notices given by the Corporation and (2) such inability becomes known to the Secretary or an Assistant Secretary of the Corporation or to the transfer agent, or other person responsible for the giving of notice, provided, however, the inadvertent failure to discover such inability shall not invalidate any meeting or other action.

An affidavit of the Secretary or an Assistant Secretary or of the transfer agent or other agent of the Corporation that the notice has been given shall, in the absence of fraud, be prima facie evidence of the facts stated therein.

Article IX - Indemnification

9.1 Indemnification of Directors and Officers.

The Corporation shall indemnify and hold harmless, to the fullest extent permitted by the DGCL as it presently exists or may hereafter be amended, any director or officer of the

Corporation who was or is made or is threatened to be made a party or is otherwise involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative (a "Proceeding") by reason of the fact that he or she, or a person for whom he or she is the legal representative, is or was a director or officer of the Corporation or, while serving as a director or officer of the Corporation, is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation or of a partnership (a "covered person"), joint venture, trust, enterprise or non-profit entity, including service with respect to employee benefit plans, against all liability and loss suffered and expenses (including attorneys' fees, judgments, fines ERISA excise taxes or penalties and amounts paid in settlement) reasonably incurred by such person in connection with any such Proceeding. Notwithstanding the preceding sentence, except as otherwise provided in Section 9.4, the Corporation shall be required to indemnify a person in connection with a Proceeding initiated by such person only if the Proceeding was authorized in the specific case by the Board.

9.2 Indemnification of Others.

The Corporation shall have the power to indemnify and hold harmless, to the fullest extent permitted by applicable law as it presently exists or may hereafter be amended, any employee or agent of the Corporation who was or is made or is threatened to be made a party or is otherwise involved in any Proceeding by reason of the fact that he or she, or a person for whom he or she is the legal representative, is or was an employee or agent of the Corporation or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation or of a partnership, joint venture, trust, enterprise or non-profit entity, including service with respect to employee benefit plans, against all liability and loss suffered and expenses reasonably incurred by such person in connection with any such Proceeding.

9.3 Prepayment of Expenses.

The Corporation shall to the fullest extent not prohibited by applicable law pay the expenses (including attorneys' fees) incurred by any covered person, and may pay the expenses incurred by any employee or agent of the Corporation, in defending any Proceeding in advance of its final disposition; *provided, however*, that such payment of expenses in advance of the final disposition of the Proceeding shall be made only upon receipt of an undertaking by the person to repay all amounts advanced if it should be ultimately determined that the person is not entitled to be indemnified under this Article IX or otherwise.

9.4 Determination; Claim.

If a claim for indemnification (following the final disposition of such Proceeding) under this Article IX is not paid in full within sixty (60) days, or a claim for advancement of expenses under this Article IX is not paid in full within thirty (30) days, after a written claim therefor has been received by the Corporation the claimant may thereafter (but not before) file suit to recover the unpaid amount of such claim and, if successful in whole or in part, shall be entitled to be paid the expense of prosecuting such claim to the fullest extent permitted by law. In any such action the Corporation shall have the burden of proving that the claimant was not entitled to the requested indemnification or payment of expenses under applicable law.

9.5 Non-Exclusivity of Rights.

The rights conferred on any person by this Article IX shall not be exclusive of any other rights which such person may have or hereafter acquire under any statute, provision of the Certificate of Incorporation, these Bylaws, agreement, vote of stockholders or disinterested directors or otherwise.

9.6 Insurance.

The Corporation may purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust enterprise or non-profit entity against any liability asserted against him or her and incurred by him or her in any such capacity, or arising out of his or her status as such, whether or not the Corporation would have the power to indemnify him or her against such liability under the provisions of the DGCL.

9.7 Other Indemnification.

The Corporation's obligation, if any, to indemnify or advance expenses to any person who was or is serving at its request as a director, officer, employee or agent of another corporation, partnership, joint venture, trust, enterprise or non-profit entity shall be reduced by any amount such person may collect as indemnification or advancement of expenses from such other corporation, partnership, joint venture, trust, enterprise or non-profit enterprise.

9.8 Continuation of Indemnification.

The rights to indemnification and to prepayment of expenses provided by, or granted pursuant to, this Article IX shall continue notwithstanding that the person has ceased to be a director or officer of the Corporation and shall inure to the benefit of the estate, heirs, executors, administrators, legatees and distributees of such person.

9.9 Amendment or Repeal; Interpretation.

The provisions of this Article IX shall constitute a contract between the Corporation, on the one hand, and, on the other hand, each individual who serves or has served as a director or officer of the Corporation (whether before or after the adoption of these Bylaws), in consideration of such person's performance of such services, and pursuant to this Article IX the Corporation intends to be legally bound to each such current or former director or officer of the Corporation. With respect to current and former directors and officers of the Corporation, the rights conferred under this Article IX are present contractual rights and such rights are fully vested, and shall be deemed to have vested fully, immediately upon adoption of theses bylaws. With respect to any directors or officers of the Corporation who commence service following adoption of these Bylaws, the rights conferred under this provision shall be present contractual rights and such rights shall fully vest, and be deemed to have vested fully, immediately upon such director or officer commencing service as a director or officer of the Corporation. Any

repeal or modification of the foregoing provisions of this Article IX shall not adversely affect any right or protection (i) hereunder of any person in respect of any act or omission occurring prior to the time of such repeal or modification or (ii) under any agreement providing for indemnification or advancement of expenses to an officer or director of the Corporation in effect prior to the time of such repeal or modification.

Any reference to an officer of the Corporation in this Article IX shall be deemed to refer exclusively to the Chief Executive Officer, Chief Financial Officer, and Secretary, or other officer of the Corporation appointed by (x) the Board pursuant to Article V of these Bylaws or (y) an officer to whom the Board has delegated the power to appoint officers pursuant to Article V of these Bylaws, and any reference to an officer of any other corporation, partnership, joint venture, trust, employee benefit plan or other enterprise shall be deemed to refer exclusively to an officer appointed by the board of directors (or equivalent governing body) of such other entity pursuant to the certificate of incorporation and bylaws (or equivalent organizational documents) of such other corporation, partnership, joint venture, trust, employee benefit plan or other enterprise. The fact that any person who is or was an employee of the Corporation or an employee of any other corporation, partnership, joint venture, trust, employee benefit plan or other enterprise has been given or has used the title of "Vice President" or any other title that could be construed to suggest or imply that such person is or may be an officer of the Corporation or of such other corporation, partnership, joint venture, trust, employee benefit plan or other enterprise shall not result in such person being constituted as, or being deemed to be, an officer of the Corporation or of such other corporation, partnership, joint venture, trust, employee benefit plan or other enterprise for purposes of this Article IX.

Article X - Amendments

The Board is expressly empowered to adopt, amend or repeal the bylaws of the Corporation. The stockholders also shall have power to adopt, amend or repeal the bylaws of the Corporation; *provided, however*, that such action by stockholders shall require, in addition to any other vote required by the Certificate of Incorporation or applicable law, the affirmative vote of the holders of at least two-thirds of the voting power of all the then-outstanding shares of voting stock of the Corporation with the power to vote generally in an election of directors, voting together as a single class.

Article XI - Forum Selection

Unless the Corporation consents in writing to the selection of an alternative forum, (a) the Court of Chancery (the "Chancery Court") of the State of Delaware (or, in the event that the Chancery Court does not have jurisdiction, the federal district court for the District of Delaware or other state courts of the State of Delaware) shall, to the fullest extent permitted by law, be the sole and exclusive forum for (i) any derivative action, suit or proceeding brought on behalf of the Corporation, (ii) any action, suit or proceeding asserting a claim of breach of a fiduciary duty owed by any director, officer or stockholder of the Corporation to the Corporation or to the Corporation's stockholders, (iii) any action, suit or proceeding arising pursuant to any provision

of the DGCL or the Certificate of Incorporation or these bylaws (as either may be amended from time to time) or (iv) any action, suit or proceeding asserting a claim against the Corporation governed by the internal affairs doctrine; and (b) subject to the preceding provisions of this Article XI, the federal district courts of the United States of America shall be the exclusive forum for the resolution of any complaint asserting a cause or causes of action arising under the Securities Act of 1933, as amended, including all causes of action asserted against any defendant to such complaint. If any action the subject matter of which is within the scope of clause (a) of the immediately preceding sentence is filed in a court other than the courts in the State of Delaware (a "Foreign Action") in the name of any stockholder, such stockholder shall be deemed to have consented to (x) the personal jurisdiction of the state and federal courts in the State of Delaware in connection with any action brought in any such court to enforce the provisions of clause (a) of the immediately preceding sentence and (y) having service of process made upon such stockholder in any such action by service upon such stockholder's counsel in the Foreign Action as agent for such stockholder.

Any person or entity purchasing or otherwise acquiring any interest in any security of the Corporation shall be deemed to have notice of and consented to this Article XI. This provision is intended to benefit and may be enforced by the Corporation, its officers and directors, the underwriters to any offering giving rise to such complaint, and any other professional or entity whose profession gives authority to a statement made by that person or entity and who has prepared or certified any part of the documents underlying the offering. Notwithstanding the foregoing, the provisions of this Article XI shall not apply to suits brought to enforce any liability or duty created by the Exchange Act or any other claim for which the federal courts of the United States have exclusive jurisdiction.

If any provision or provisions of this Article XI shall be held to be invalid, illegal or unenforceable as applied to any circumstance for any reason whatsoever, (a) the validity, legality and enforceability of such provisions in any other circumstance and of the remaining provisions of this Article XI (including, without limitation, each portion of any paragraph of this Article XI containing any such provision held to be invalid, illegal or unenforceable that is not itself held to be invalid, illegal or unenforceable) shall not in any way be affected or impaired thereby and (b) the application of such provision to other persons or entities and circumstances shall not in any way be affected or impaired thereby.

Article XII - Definitions

As used in these Bylaws, unless the context otherwise requires, the following terms shall have the following meanings:

An "electronic transmission" means any form of communication, not directly involving the physical transmission of paper, including the use of, or participation in, one or more electronic networks or databases (including one or more distributed electronic networks or databases), that creates a record that may be retained, retrieved and reviewed by a recipient thereof, and that may be directly reproduced in paper form by such a recipient through an automated process.

An "electronic mail" means an electronic transmission directed to a unique electronic mail address (which electronic mail shall be deemed to include any files attached thereto and any information hyperlinked to a website if such electronic mail includes the contact information of an officer or agent of the Corporation who is available to assist with accessing such files and information).

An "electronic mail address" means a destination, commonly expressed as a string of characters, consisting of a unique user name or mailbox (commonly referred to as the "local part" of the address) and a reference to an internet domain (commonly referred to as the "domain part" of the address), whether or not displayed, to which electronic mail can be sent or delivered.

The term "person" means any individual, general partnership, limited partnership, limited liability company, corporation, trust, business trust, joint stock company, joint venture, unincorporated association, cooperative or association or any other legal entity or organization of whatever nature, and shall include any successor (by merger or otherwise) of such entity.

Exhibit 10.1

TRANSITION SERVICES AGREEMENT

BY AND BETWEEN

HOWARD HUGHES HOLDINGS INC.

AND

SEAPORT ENTERTAINMENT GROUP INC.

DATED AS OF , 2024

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TRANSITION SERVICES AGREEMENT

This TRANSITION SERVICES AGREEMENT (together with the schedules hereto, "***Agreement***") is entered into effective as of , 2024 ("***Effective Date***"), by and between Howard Hughes Holdings Inc., a Delaware corporation ("***Provider***" or "***HHH***"), and Seaport Entertainment Group Inc., a Delaware corporation and wholly owned subsidiary of Provider ("***Recipient***" or "***Seaport Entertainment***"**).** Each of Recipient and Provider is referred to herein as a "***Party***" and collectively as the "***Parties***".

R E C I T A L S

WHEREAS, Provider, acting together with its Affiliates, currently conducts the HHH Business and the Seaport Entertainment Business;

WHEREAS, Provider and Recipient have entered into that certain Separation and Distribution Agreement, dated as of , 2024 (as amended, restated, amended and restated, and otherwise modified from time to time, "***Separation Agreement***"), pursuant to which the HHH Business will be separated from the Seaport Entertainment Business; and

WHEREAS, following the Separation, the Parties have agreed that Provider, either through itself or through its Affiliates, will provide to Recipient and its Subsidiaries certain services on a transitional basis to allow Recipient the time to develop the capability to perform such services for itself or to outsource such services to a third-party service provider.

NOW, THEREFORE, in consideration of entering into the Separation Agreement, the covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE I.
DEFINITIONS; INTERPRETATION

1.1 **Definitions**. For the purposes of this Agreement, capitalized terms shall have the meanings set forth in the introduction, recitals or body of this Agreement. Capitalized terms that are used but not defined herein shall have the meanings ascribed to them in the Separation Agreement.

1.2 **Interpretation**. In this Agreement (a) words in the singular shall be deemed to include the plural and vice versa and words of one gender shall be deemed to include the other genders as the context requires; (b) the terms "hereof," "herein," "herewith" and words of similar import, and the term "Agreement" or any other reference to an agreement shall, unless otherwise stated, be construed to refer to this Agreement (including all of the Schedules hereto and thereto) and not to any particular provision of this Agreement; (c) Article, Section, and Schedule references are to the Articles, Sections, and Schedules to this Agreement unless otherwise specified; (d) the word "including" and words of similar import when used in this Agreement shall mean "including, without limitation"; (e) the word "or" shall not be exclusive; (f) unless expressly stated to the contrary in this Agreement, all references to "the date hereof," "the date of

this Agreement," and words of similar import shall all be references to the date first stated in the preamble to this Agreement, regardless of any amendment or restatement hereof; and (g) unless otherwise provided, all references to "$" or "dollars" are to United States dollars.

ARTICLE II.
SERVICES

2.1 **Provision of Services.**

(a) *Services*. Subject to the terms and conditions of this Agreement, Provider agrees to provide, or cause to be provided, the services described in Schedule A attached hereto (each, a "***Service***," and collectively, "***Services***") solely for the purposes of continued operation of the Seaport Entertainment Business by Recipient in the ordinary course, consistent with how such business was operated during the one (1) year period prior to the Effective Date. Notwithstanding the foregoing, Provider shall not be obligated to provide any Service to the extent the provision of such Service would violate any applicable Law.

(b) *Excluded Services*. Notwithstanding anything to the contrary in this Agreement, in no event shall Provider be required to provide any of the services listed on Schedule B ("***Excluded Services***").

(c) *Subcontractors*. Provider may subcontract any of the Services or portion thereof to any other Person, including any Affiliate of Provider; *provided*, *however*, that Provider shall in all cases remain primarily responsible for all of its obligations hereunder with respect to the Services provided by its subcontractor(s).

(d) *Project Managers*. Each Party will appoint a project manager, who shall be responsible for all day-to-day matters arising hereunder, and who shall be the primary contact for the other Party for any issues arising hereunder (each, "***Project Manager***"). The Project Managers shall meet (in person or by telephone) at the request of either Project Manager, in order to ensure the provision of the Services in accordance with the terms hereof, as well as the orderly transition of those Services at the end of the applicable Service Term (as defined in Section 4.2). Provider's initial Project Manager shall be Carlos Olea and Recipient's initial Project Manager shall be Anton Nikodemus; each Party may change its designated Project Manager upon notice to the other Party's Project Manager.

(e) *Insurance Matters*. Recipient agrees to comply in all respects with the requirements and subjectivities for participating in Provider's insurance coverage program as set forth in Schedule A.

(f) *Required Consents*. Provider shall use commercially reasonable efforts to obtain any third-party consents or approvals that are necessary to allow Provider to provide the Services to Recipient ("***Required Consents***"). Recipient shall pay, or, at Provider's request, reimburse Provider for, the cost of obtaining the Required Consents and any fees or charges associated with the Required Consents, including, but not limited to, any additional license, sublicense, access or transfer fees. Recipient acknowledges that there can be no assurance that Provider will be able to

obtain the Required Consents. In the event that any Required Consents are not obtained, upon Recipient's request, Provider will reasonably cooperate with Recipient to identify, and if commercially feasible, to implement, a work-around or other alternative arrangement for any affected Service(s); provided, that (i) Recipient shall be responsible for all fees and costs associated with any work-around or alternative arrangement, and (ii) Recipient acknowledges that any such work-around or alternative arrangement may adversely impact the performance of the applicable Service, and Provider shall not be liable for any breach of the Service Standard that results from the adoption of any such work-around or alternative arrangement. If no commercially feasible alternative for a Service is available or capable of being reasonably implemented, Provider shall be relieved of its obligations to provide such Service.

(g) *Cutover*. Recipient shall be responsible for planning and preparing the transition to its own internal organization or other third-party service providers of the provision of each of the Services provided to it hereunder ("***Cutover***") and within thirty (30) calendar days following the Effective Date, Recipient shall prepare a plan to effectuate such transition with sufficient lead time in order to achieve a timely Cutover ("***Cutover Plan***"). At Recipient's request, Provider will reasonably assist Recipient with the initial development of the Cutover Plan, and will provide Recipient with all information reasonably requested by it in connection with the development and implementation of the Cutover Plan. The Cutover Plan shall, among other things, include the following: (i) the phases of migration of the Services from Provider to Recipient (or third-party providers); (ii) milestones, (iii) expected involvement of Provider and (iv) contingencies. The Cutover Plan shall be subject to Provider's review and approval, which approval shall not be unreasonably withheld, conditioned or delayed. Once the Cutover Plan has been mutually agreed, Recipient shall use commercially reasonable efforts to implement the Cutover Plan in accordance with the timelines therein. Provider shall reasonably cooperate, and shall use commercially reasonable efforts, to cause its third-party vendors to reasonably cooperate, at Recipient's expense, in a timely implementation of the Cutover Plan.

(h) *Employment Offers*. As soon as practicable following the Effective Date, Recipient shall make or shall cause a member of the Seaport Entertainment Group to make offers of employment to each Delayed Transferring Employee (as defined in the Employee Matters Agreement) in accordance with Section 3.1(d) of the Employee Matters Agreement, to be effective as of the date that such employee's visa or other work authorization is transferred or otherwise able to be sponsored by a member of the Seaport Entertainment Group (in any case, the "***Hire Date***"). Effective as of immediately prior to the Hire Date, Provider shall terminate the employment of each Delayed Transferring Employee. Provider and Recipient intend that the transactions contemplated by this Section 2.1(h) shall not result in a severance of employment of any Delayed Transferring Employee with respect to entitlement to any severance, termination or separation pay, or similar rights, payments or benefits for purposes of any HHH Benefit Arrangement (as defined in the Employee Matters Agreement), including, without limitation, the Howard Hughes Management Co., LLC Separation Benefits Plan, and Provider and Recipient shall reasonably cooperate to ensure the same.

2.2 **Service Modifications**.

(a) *Changes*. During the Term (as defined in Section 4.1), the Parties may, in accordance with the procedures specified in this Section 2.2, amend the terms and conditions relating to the performance of a Service in order to reflect, among other things, new procedures or processes for providing such Service ("***Service Modification***").

(b) *Change Requests*. In the event either of the Parties desires a Service, the Party requesting the Service Modification will deliver a written description of the proposed Service Modification ("***Change Request***") to the other Party's Project Manager.

(c) *Meeting of the Parties*. Unless the Party receiving the Change Request agrees to implement the Change Request as proposed, the Project Managers will meet in person or by telephone to discuss the Change Request no later than ten (10) Business Days after delivery of the Change Request to the other Party.

(d) *Approval of Recipient Change Requests*. All Recipient Change Requests must be approved by Provider's Project Manager in writing before the Service Modification may be implemented in accordance with Section 2.2(f) below, such approval not to be unreasonably withheld, conditioned or delayed. For the purposes of the preceding sentence, the Parties agree that it is not unreasonable to: (i) withhold such consent to the extent that such proposed Service Modification would materially increase the resources required for Provider to provide the Service as modified, or require Provider to hire any new resources in order to provide the Service after giving effect to the Change Request or (ii) condition such consent on Recipient agreeing to bear any increases in Provider's cost of performance resulting from such Service Modification.

(e) *Approval of Provider Change Requests*. All Provider Change Requests must be approved by Recipient's Project Manager in writing before the Service Modification may be implemented in accordance with Section 2.2(f) below, such approval not to be unreasonably withheld, conditioned or delayed. For the purposes of the preceding sentence, the Parties agree that it is not unreasonable to: (i) withhold such consent to the extent that such proposed Service Modification would materially and adversely affect Provider's performance of the Service after giving effect to the Change Request, or (ii) condition such consent on Provider agreeing not to pass on to Recipient any increases in Provider's cost of performance resulting from such Service Modification.

(f) *Implementation of Approved Service Modification*. If a Change Request is approved in accordance with this Section 2.2, Schedule A will be amended in accordance with Section 10.11 to reflect the implementation of the Change Request and any other agreed-upon terms or conditions relating to the Service Modification.

2.3 **Service Standard**.

(a) *Service Quality*. Provider shall provide, or cause to be provided, the Services with a degree of care, quality, priority, timeliness and skill that is substantially consistent with its past practice in performing the Services for itself and/or the Seaport Entertainment Business during

the twelve (12) month period prior to the Effective Date ("***Service Standard***"). For the avoidance of doubt, nothing herein shall be construed to require Provider to maintain the employment of any particular individual(s), or any number of individual(s), and Provider shall be free to hire and terminate its personnel and its contractors in its sole and absolute discretion.

(b) *Maintenance*. Notwithstanding anything to the contrary in Section 2.3(a), Provider shall have the right to shut down its facilities and/or systems used in providing the Services in accordance with scheduled maintenance windows that have been set by Provider and communicated in advance to Recipient's Project Manager. The scheduled maintenance windows shall always be planned to be performed outside of customary business hours, or if not possible, be planned so that such shut down shall not materially and adversely affect Recipient's operations. In the event maintenance is nonscheduled, Provider shall, whenever possible, notify Recipient twenty-four (24) hours in advance. Unless not feasible under the circumstances, this notice shall be given in writing or by email to Recipient's Project Manager. Where written notice is not feasible, Provider shall give prompt oral notice, which notice shall be promptly confirmed in writing by Provider. Provider shall be relieved of its obligations to provide Services only for the period of time that its facilities are so shut down but shall use commercially reasonable efforts to minimize each period of shutdown for such purpose and to schedule such shutdown so as not to inconvenience or disrupt the conduct of Recipient's business.

ARTICLE III.
FEES AND PAYMENT

3.1 **Fees**. Recipient shall pay to Provider fees for the Services provided to it hereunder, to be calculated by Provider on a time and materials basis at cost without a mark-up ("***Fees***"). In addition, without duplication of any expenses included in the Fees, Recipient shall reimburse Provider for all reasonable out-of-pocket fees, costs, and expenses incurred by Provider in the provision of the Services ("***Expenses***"). Upon Recipient's reasonable request, Provider will provide Recipient with invoices or other supporting documentation with respect to the calculation of Fees and Expenses.

3.2 **Payment Terms.**

(a) *Invoices and Payment*. Promptly following the end of each calendar month during the Term, Provider shall deliver to Recipient an invoice setting forth the Fees for the Services provided to Recipient during such month and any Expenses incurred during such month. Subject to Section 3.2(b), Recipient shall pay, or cause to be paid, within thirty (30) days following the date of such invoice, the amount of such invoice by electronic funds transfer of immediately available funds to the bank account specified by Provider. All payments hereunder shall be made in U.S. dollars unless the Parties otherwise agree in writing. Any amount accruing in any other currency shall be converted into U.S. dollars at the monthly average of the daily exchange rate published in the Wall Street Journal for the relevant month.

(b) *Late Payment Charge.* If Recipient fails to pay any amounts due hereunder by the applicable due date, Recipient shall be obligated to pay to Provider, in addition to the amount due, interest on such amount at a rate per annum equal to the Prime Rate plus one and one-half

percent (1.5%) or the maximum rate permitted by Law, whichever is less, calculated for the actual number of days elapsed, accrued from the date on which such payment was due up to the date of the actual receipt of payment.

3.3 **Taxes**. All sums payable under this Agreement are exclusive of value added, sales, goods and services, turnover or other similar Taxes (excluding, for the avoidance of doubt, Taxes imposed on or measured by net income or net worth) that may be levied in any jurisdiction with respect to any Services ("***Sales Taxes***"). Any Sales Taxes required to be charged and collected by Provider under applicable Law are in addition to amounts to be paid by Recipient under Section 3.1. If any Taxes are required to be deducted or withheld under applicable Law from any payments made by one Party (the "***Payor***") to another Party (the "***Payee***") hereunder ("***Payment Withholding Taxes***"), then such Payor shall (a) withhold or deduct the amount of Payment Withholding Taxes required under applicable Law and timely pay such Payment Withholding Taxes to the applicable Tax authority, and (b) pay additional amounts to such Payee so that the net amount actually received by such Payee after such withholding or deduction of Tax (including any withholding or deduction applicable to additional amounts payable under this clause (b)) is equal to the amount that such Payee would have received had no Payment Withholding Taxes been deducted or withheld. If the Payee receives a cash refund of (or credit in lieu of such refund with respect to) Payment Withholding Taxes, then the Payee shall reimburse the Payor for an amount equal to such refund or credit (net of any Taxes thereon and any reasonable costs and expenses incurred in obtaining such refund or credit). The Payor and the Payee shall make commercially reasonable efforts to obtain any exemption relating to, or reduced rate of, deduction or withholding for or on account of Tax, and each Party shall cooperate with the other with respect thereto.

3.4 **No Set-Off Rights**. Recipient shall pay the full amount of Fees and shall not withhold, set off, discount or otherwise reduce any amounts due to Provider hereunder, whether because of alleged payments, damages or liabilities owed Provider to Recipient, alleged or actual claims against Provider or any other financial obligations of Provider to Recipient, in each case, whether under this Agreement or otherwise.

ARTICLE IV.
TERM AND TERMINATION

4.1 **Term**. This Agreement is effective as of the Effective Date and shall continue until the termination or expiration of all Services ("***Term***").

4.2 **Service Terms; Extensions**. The term for each Service is specified for that Service on Schedule A (each, "***Service Term***"). Unless extended pursuant to this Section 4.2, no Service Term shall exceed twelve (12) months. Recipient agrees to use reasonable best efforts to transition off of all Services listed within the Information Technology function in Schedule A by the end of the Service Term therefor. If Recipient is unable to transition off of such Services despite using its reasonable best efforts, Recipient may extend the Service Term for one or more of such Services for a period of up to three (3) additional months by providing written notice to Provider at least thirty (30) days prior to the expiration of the initial Service Term for the applicable Service; provided that (i) in the event that the Service to be extended is contingent

upon the provision of any other Services, all such interdependent Services must be extended, and (ii) Recipient shall be required to pay any additional fees or costs (including retention costs, if applicable) incurred by Provider in order to extend the Service Term for the applicable Service(s).

4.3 **Early Termination**. Except as otherwise set forth in Schedule A with respect to any Service, Recipient may terminate this Agreement in respect of any or all of the Services by providing at least thirty (30) days' prior written notice to Provider, or such longer period as may be set forth on Schedule A with respect to a particular Service; *provided, however*, Recipient may not terminate a particular Service if such Service is interdependent with other Services, unless all such interdependent Services are simultaneously terminated. Recipient shall reimburse Provider for all Stranded Costs associated with the early termination of a Service, which shall be invoiced and payable in the same manner as set forth in Section 3.1. As used herein, "***Stranded Costs***" means any direct costs and expenses resulting from pre-existing obligations to third parties, to the extent that such costs or expenses are not otherwise recoverable from Recipient due to early termination of a Service, and to the extent such costs or expenses (x) relate to the period between the effective date of an early termination of a Service and the date on which such Service had originally been scheduled to terminate, including all pre-existing payment obligations that relate to such period that cannot be terminated, and/or (y) relate to any penalties, fees or other costs or expenses paid to third parties which would not have been incurred but for the early termination or partial termination of such contract or obligation.

4.4 **Termination for Default**.

(a) *Termination for Non-Payment*. Provider may terminate this Agreement, with respect to all or any applicable Services, in the event that Recipient fails to pay any amounts due in accordance with Article III, and Recipient fails to cure such payment default within fifteen (15) days following its receipt of written notice of the payment default from Provider.

(b) *Termination for Material Breach*. Either Party may terminate this Agreement, in whole but not in part, in the event that the other Party is in material breach of its obligations under this Agreement and fails to cure such material breach within thirty (30) days following its receipt of written notice of such material breach from the non-breaching Party.

4.5 **Effect of Termination; Survival**.

(a) Upon the expiration or termination of this Agreement or the termination of the provision of any Services hereunder, Recipient shall pay all costs and other sums owed to Provider for the terminated Services prior to termination (together with applicable amounts payable as a result of early termination as specified in Section 4.3, including Stranded Costs, if any) on the payment terms set forth in Section 3.2. Unless Recipient is in default of its payment obligations hereunder, Provider will, at Recipient's reasonable expense, provide such cooperation as may reasonably be requested by Recipient in order to transition the terminated Services to Recipient or a third-party service provider ("***Termination Services***"). Amounts payable for Termination Services will be invoiced and paid in the same manner as set forth for Fees and Expenses in Section 3.1 above.

(b) The provisions of Article I, Article III, Section 4.5, Article VI, Article VIII, Article IX and Article X shall survive the expiration or the termination of this Agreement. The remaining provisions shall survive to the extent such provisions are applicable to any amounts due for Services provided prior to termination or expiration, or are applicable to any Termination Services (including payment therefor).

ARTICLE V.
COOPERATION AND ACCESS

5.1 **Cooperation by Recipient**. Subject to the terms and conditions set forth in this Agreement, Recipient shall use reasonable efforts to make available, as reasonably requested by Provider, sufficient resources and timely decisions, approvals and acceptances in order that Provider may accomplish its obligations under this Agreement in a timely and efficient manner.

5.2 **Access to Premises and Systems**. Each Party agrees that it shall, without charge, provide such reasonable access to its premises, personnel and/or computer systems or information stores, and such reasonable assistance, as may be reasonably required to the other Party for the other Party to perform their obligations or receive the Services under this Agreement. Unless otherwise agreed to in writing by the Parties, each Party will: (a) use the premises, computer systems and information stores of the other Party solely for the purpose of providing or receiving the Services; (b) limit such access to those of its Representatives with a bona fide need to have such access in connection with the Services and who, if required by the provisions of this Agreement, have been duly approved to have such access; and (c) comply, and cause its employees, subcontractors and third-party providers to comply, with all policies and procedures governing access to and use of such premises, computer systems and/or information stores made known to such Party in writing in advance. The Parties shall cooperate in the investigation of any apparent unauthorized access to any premises, computer systems and/or information stores of either Party. These provisions concerning access to premises, personnel and/or computer systems or information stores shall apply equally to any access and use by a Party of the other Party's electronic mail system, electronic switched network, either directly or via a direct inward service access or calling card feature, data network or any other property, equipment or service of the other Party, and any software that may be accessible by either Party in connection with this Agreement.

5.3 **Compliance with Third Party Vendor Agreements**. Recipient shall comply with the terms of all third-party vendor agreements used by Provider in providing the Services, to the extent that Recipient has been notified of the applicable terms.

ARTICLE VI.
DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY

6.1 **Disclaimer of Warranties**. WITHOUT LIMITING THE SERVICE STANDARD OR ANY REPRESENTATIONS OR WARRANTIES IN THE SEPARATION AGREEMENT, THE PARTIES ACKNOWLEDGE AND AGREE THAT (A) ALL SERVICES ARE PROVIDED "AS IS," AND (B) PROVIDER MAKES NO REPRESENTATION OR WARRANTY WITH RESPECT TO THE SERVICES AND HEREBY DISCLAIMS ANY

AND ALL WARRANTIES REGARDING THE SERVICES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY REPRESENTATION OR WARRANTY IN REGARD TO QUALITY, PERFORMANCE, NONINFRINGEMENT, MISAPPROPRIATION, COMMERCIAL UTILITY, MERCHANTABILITY OR FITNESS OF THE SERVICES FOR A PARTICULAR PURPOSE. To the extent that Provider may not as a matter of applicable Law disclaim any implied warranty, the scope and duration of such warranty will be the minimum permitted under such law.

6.2 **Limitation of Liability and Damages**. WITH THE EXCEPTION OF CLAIMS ARISING FROM PROVIDER'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, PROVIDER SHALL NOT BE LIABLE TO RECIPIENT FOR ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF ITS ACTS OR OMISSIONS HEREUNDER. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, EXCEPT FOR DAMAGES ARISING FROM A PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, NEITHER PARTY, NOR ITS AFFILIATES, CONTRACTORS, SUPPLIERS OR AGENTS, SHALL HAVE ANY LIABILITY HEREUNDER FOR, AND DAMAGES SHALL NOT INCLUDE, ANY PUNITIVE, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR INDIRECT DAMAGES, OR DAMAGES CALCULATED BASED UPON LOST PROFITS, LOSS IN VALUE OR MULTIPLE OF EARNINGS. ANY CLAIM OR CAUSE OF ACTION REQUESTING OR CLAIMING SUCH DAMAGES IS SPECIFICALLY WAIVED AND BARRED, WHETHER OR NOT SUCH DAMAGES WERE FORESEEABLE OR A PARTY WAS NOTIFIED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES.

ARTICLE VII.
FORCE MAJEURE.

Neither Party shall have any Liability or responsibility for failure to fulfill any obligation (other than a payment obligation) under this Agreement so long as and to the extent to which the fulfillment of such obligation is prevented, frustrated, hindered or delayed as a consequence of an event beyond the reasonable control of such Party, including acts of God, storms, floods, pandemics, riots, fires, sabotage, civil commotion or civil unrest, interference by civil or military authorities, acts of war (declared or undeclared) or armed hostilities or other national or international calamity or one or more acts of terrorism or failure or interruption of networks or energy sources ("***Force Majeure***"). In the event of an occurrence of a Force Majeure, the Party whose performance is affected thereby shall give notice of suspension as soon as reasonably practicable to the other, and such Party shall resume the performance of such obligations as soon as reasonably practicable after the removal of the cause, and if Provider is the Party so prevented then Recipient shall not be obligated to pay the Fees for a Service to the extent and for so long as such Service is not made available to Recipient hereunder as a result of such Force Majeure.

ARTICLE VIII.
CONFIDENTIALITY

8.1 **Confidentiality; Data Privacy**.

(a) *Confidentiality*. Subject to Section 8.2 and except as contemplated by or otherwise provided in this Agreement, each Party, on behalf of itself and each of its Affiliates, agrees to hold, and to cause its respective Representatives to hold, in strict confidence, with at least the same degree of care that applies to such Party's own confidential and proprietary Information pursuant to policies in effect as of the Effective Date, all confidential or proprietary Information concerning the other Party (or its business) and the other Party's Affiliates (or their respective businesses) that is in its possession in connection with the performance of this Agreement, and shall not use any such confidential or proprietary Information other than for such purposes as may be expressly permitted hereunder, except, in each case, to the extent that such confidential or proprietary Information has been: (i) in the public domain or generally available to the public, other than as a result of a disclosure by such Party or any of its Subsidiaries or any of their respective Representatives in violation of this Agreement, (ii) later lawfully acquired from other sources by such Party or any of its Subsidiaries, which sources are not themselves bound by a confidentiality obligation or other contractual, legal or fiduciary obligation of confidentiality with respect to such confidential or proprietary Information or (iii) independently developed or generated without reference to or use of the respective proprietary or confidential Information of the other Party or any of its Affiliates. The foregoing restrictions shall not apply in connection with the enforcement of any right or remedy relating to this Agreement, or the transactions contemplated hereby. If any confidential or proprietary Information of one Party or any of its Affiliates is disclosed to the other Party or any of its Affiliates in connection with the provision or receipt of Services hereunder, then such disclosed confidential or proprietary Information shall be used only as required to perform or receive such Services, as applicable.

(b) *No Release; Return or Destruction*. Each Party agrees not to release or disclose, or permit to be released or disclosed, any confidential or proprietary Information of the other Party addressed in Section 8.1(a) to any other Person, except its Representatives who need to know such Information in their capacities as such (who shall be advised of their obligations hereunder with respect to such Information), and except in compliance with Section 8.2. Without limiting the foregoing, when any Information furnished by the other Party pursuant to this Agreement is no longer needed for the purposes contemplated by this Agreement, each Party shall, at its option, promptly after receiving a written notice from the disclosing Party, either return to the disclosing Party all such Information in a tangible form (including all copies thereof and all notes, extracts or summaries based thereon) or certify to the disclosing Party that it has destroyed such Information (and such copies thereof and such notes, extracts or summaries based thereon); *provided, however*, that a Party shall not be required to destroy or return any such Information to the extent that (i) the Party is required to retain the Information in order to comply with any applicable Law, (ii) the Information has been backed up electronically pursuant to the Party's standard document retention policies and will be managed and ultimately destroyed consistent with such policies or (iii) it is kept in the Party's legal files for purposes of resolving any dispute that may arise under this Agreement.

(c) *Third-Party Information; Data Privacy Laws*. Each Party acknowledges that it and its respective Affiliates may presently have and, after the Effective Date, may gain access to or possession of confidential or proprietary Information of, or Personal Information relating to, third parties: (i) that was received under confidentiality or non-disclosure agreements entered into between such third parties, on the one hand, and the other Party or the other Party's Affiliates, on the other hand, prior to the Effective Date or (ii) that, as between the Parties, was originally collected by the other Party or the other Party's Affiliates and that may be subject to and protected by Data Privacy Laws. Each Party agrees that it shall hold, protect and use, and shall cause its Subsidiaries and its and their respective Representatives to hold, protect and use, in strict confidence the confidential and proprietary Information of, or Personal Information relating to, third parties in accordance with applicable Laws, including Data Privacy Laws, and the terms of any agreements that were either entered into before the Effective Date or affirmative commitments or representations that were made before the Effective Date by, between or among the other Party or the other Party's Affiliates, on the one hand, and such third parties, on the other hand.

8.2 **Protective Arrangements**. In the event that either Party or any of its Affiliates is requested or required (by oral question, interrogatories, requests for information or documents, subpoena, civil investigative demand or similar process) by any Governmental Authority or pursuant to applicable Law or the rules of any stock exchange on which the shares of the Party or any of its Affiliates are traded to disclose or provide any confidential or proprietary Information of the other Party that is subject to the confidentiality provisions hereof, such Party shall provide the other Party with written notice of such request or demand (to the extent legally permitted) as promptly as practicable under the circumstances so that such other Party shall have an opportunity to seek an appropriate protective order, at such other Party's own cost and expense. In the event that such other Party fails to receive such appropriate protective order in a timely manner and the Party receiving the request or demand reasonably determines that its failure to disclose or provide such Information shall actually prejudice the Party receiving the request or demand, then the Party that received such request or demand may thereafter disclose or provide Information to the extent required by such Law (as so advised by its counsel) or by lawful process or such Governmental Authority, and the disclosing Party shall promptly provide the other Party with a copy of the information so disclosed, in the same form and format so disclosed, together with a list of all Persons to whom such information was disclosed, in each case to the extent legally permitted.

8.3 **Privileged Matters**. Section 6.8 of the Separation Agreement (Privileged Matters) is incorporated herein by reference, *mutatis mutandis*.

ARTICLE IX.
DISPUTE RESOLUTION

9.1 **General Provisions**.

(a) Any dispute, controversy or claim arising out of or relating to this Agreement, including with respect to the validity, interpretation, performance, breach or termination of this Agreement, shall be resolved in accordance with the procedures set forth in this Article IX

("***Dispute***"), which shall be the sole and exclusive procedures for the resolution of any such Dispute unless otherwise specified in this Article IX.

(b) EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE IT HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY BASED UPON, RELATING TO OR ARISING FROM THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT (I) NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE SUCH WAIVER, (II) IT UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF SUCH WAIVER, (III) IT MAKES SUCH WAIVER VOLUNTARILY AND (IV) IT HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 9.1(B).

(c) The specific procedures set forth in this Article IX, including the time limits referenced herein, may be modified by agreement of both of the Parties in writing.

(d) Commencing with the Initial Notice contemplated by Section 9.2, all applicable statutes of limitations and defenses based upon the passage of time shall be tolled while the procedures specified in this Article IX are pending. The Parties shall take any necessary or appropriate action required to effectuate such tolling.

(e) Commencing with the Initial Notice contemplated by Section 9.2, any communications between the Parties or their Representatives in connection with the attempted negotiation of any Dispute shall be deemed to have been delivered in furtherance of a Dispute settlement and shall be exempt from disclosure and production, and shall not be admissible into evidence for any reason (whether as an admission or otherwise), in any arbitral or other proceeding for the adjudication of any Dispute; *provided*, that evidence that is otherwise subject to disclosure or admissible shall not be rendered outside the scope of disclosure or inadmissible as a result of its use in the negotiation.

9.2 **Negotiation by Project Managers and Senior Executives**. The Parties shall seek to settle amicably all Disputes by negotiation. The Parties shall first attempt in good faith to resolve the Dispute by negotiation among the Project Managers within fifteen (15) days after written notice is received by either Party regarding the existence of a Dispute ("***Initial Notice***"). If the Project Managers are unable to resolve the Dispute within such fifteen (15)-day period, the Parties shall attempt in good faith to resolve the Dispute by negotiation between executives designated by the Parties who hold, at a minimum, the office of Senior Vice President and/or General Counsel (such designated executives, "***Dispute Committee***"). The Parties agree that the members of the Dispute Committee shall have full and complete authority on behalf of their respective Parties to resolve any Disputes submitted pursuant to this Section 9.2. Such Dispute Committee members and other applicable executives shall meet in person or by teleconference or

video conference within thirty (30) days of the date of the Initial Notice to seek a resolution of the Dispute. In the event that the Dispute Committee and other applicable executives are unable to agree to a format for such meeting, the meeting shall be convened in person at a mutually acceptable location in The Woodlands, Texas.

9.3 **Arbitration**.

(a) Unless the Parties agree to continue negotiations between the Dispute Committee, any Dispute not finally resolved pursuant to Section 9.2 within sixty (60) days from the delivery of the Initial Notice shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce ("***ICC Rules***").

(b) Unless otherwise agreed by the Parties in writing, any Dispute to be decided in arbitration hereunder shall be decided (i) before a sole arbitrator if the amount in dispute, inclusive of all claims and counterclaims, totals less than $10,000,000; or (ii) by an arbitral tribunal of three (3) arbitrators if the amount in dispute, inclusive of all claims and counterclaims, is equal to or greater than $10,000,000.

(c) The language of the arbitration shall be English. The place of arbitration shall be The Woodlands, Texas. Unless the Parties agree otherwise in writing, the Parties shall conduct the arbitration as quickly as is reasonably practicable and shall use commercially reasonable efforts to ensure that the time between the date on which the sole arbitrator is confirmed or the tribunal is constituted, as the case may be, and the date of the commencement of the evidentiary hearing does not exceed one-hundred and eighty (180) days. Failure to meet the foregoing timeline will not render the award invalid, unenforceable or subject to being vacated, but the arbitrators may impose appropriate sanctions and draw appropriate adverse inferences against the Party primarily responsible for such failure.

(d) The sole arbitrator or arbitral tribunal shall not award any relief not specifically requested by the Parties and, in any event, shall not award any damages of the types prohibited under Section 6.2.

(e) In addition to the ICC Rules, the Parties agree that the arbitrator(s) and the Parties shall be guided by the IBA Rules on the Taking of Evidence in International Arbitration.

(f) The agreement to arbitrate any Dispute set forth in this Section 9.3 shall continue in full force and effect subsequent to, and notwithstanding the completion, expiration or termination of, this Agreement.

(g) Without prejudice to this binding arbitration agreement, each Party to this Agreement irrevocably and unconditionally submits, for itself and its property, to the nonexclusive jurisdiction of the courts of the State of New York and the federal courts sitting within the State of New York in connection with any post-award proceedings or court proceedings in aid of arbitration that are authorized by the Federal Arbitration Act (9 U.S.C. §§ 1-16) or Article 75 of the New York Civil Practice Law and Rules. Judgment upon any awards rendered by the arbitrator may be entered in any court having jurisdiction thereof. The Parties

waive all objections that they may have at any time to the laying of venue of any proceedings brought in such courts, waive any claim that such proceedings have been brought in an inconvenient forum and further waive the right to object with respect to such proceedings that any such court does not have jurisdiction over such Party.

(h) It is the intent of the Parties that the agreement to arbitrate any Dispute set forth in this Section 9.3 shall be interpreted and applied broadly such that all reasonable doubts as to arbitrability of a Dispute shall be decided in favor of arbitration.

(i) The Parties agree that any Dispute submitted to arbitration shall be governed by, and construed and interpreted in accordance with Laws of the State of New York, as provided in Section 9.3 and, except as otherwise provided in this Article IX or mutually agreed to in writing by the Parties, the Federal Arbitration Act, 9 U.S.C. §§ 1 et seq., shall govern any arbitration between the Parties pursuant to this Section 9.3.

(j) The sole arbitrator or arbitral tribunal shall award to the prevailing Party, if any, the costs of the arbitrator or tribunal, expert witness fees, and attorneys' fees reasonably incurred by such prevailing Party or its Affiliates in connection with the arbitration.

(k) The Parties undertake to keep confidential any arbitration conducted under this Article IX, including the existence of the arbitration, all orders and awards in the arbitration, and all materials in the proceedings created for the purpose of the arbitration and all other documents produced by another Party in the proceedings not otherwise in the public domain, save and to the extent that disclosure may be required of a Party by legal duty, to protect or pursue a legal right or to enforce or challenge an award in legal proceedings before a court or other judicial authority.

ARTICLE X.
MISCELLANEOUS

10.1 **Counterparts; Entire Agreement; Corporate Power**.

(a) This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement, and shall become effective when one or more counterparts have been signed by each Party and delivered to each other Party. The exchange of a fully executed Agreement (in counterparts or otherwise) by facsimile, electronic mail (including .pdf, DocuSign or other electronic signature) or other transmission method shall be deemed to have been duly and validly delivered and shall be sufficient to bind the Parties to the terms and conditions of this Agreement.

(b) This Agreement and the Separation Agreement contain the entire agreement between the Parties with respect to the subject matter hereof, supersede all previous agreements, negotiations, discussions, writings, understandings, commitments and conversations with respect to such subject matter and there are no agreements or understandings between the Parties with respect to such subject matter other than those set forth or referred to herein or therein. In case of conflict between the terms and conditions of the body of this Agreement and any schedule hereto, unless such schedule explicitly states the Parties' intention to deviate from the terms and

conditions of the body of this Agreement, the terms and conditions of the body Agreement shall control and govern.

(c) Provider represents on behalf of itself and each subsidiary of Provider, and Recipient represents on behalf of itself and each subsidiary of Recipient, as follows:

(i) each Party has the requisite corporate or other power and authority and has taken all corporate or other action necessary in order to execute, deliver and perform this Agreement and to consummate the transactions contemplated hereby; and

(ii) this Agreement has been or will be duly executed and delivered by it and constitutes or will constitute a valid and binding agreement of it enforceable in accordance with the terms thereof.

10.2 **Conflict**. With respect to the subject matter of this Agreement, in the event of a conflict between this Agreement and the Separation Agreement, this Agreement shall control.

10.3 **Governing Law**. This Agreement (and any claims or Disputes arising out of or related hereto or to the transactions contemplated hereby or to the inducement of any Party to enter herein, whether for breach of contract, tortious conduct or otherwise and whether predicated on common law, statute or otherwise) shall be governed by and construed and interpreted in accordance with the Laws of the State of New York, irrespective of the choice of laws principles of the State of New York, including all matters of validity, construction, effect, enforceability, performance and remedies.

10.4 **Assignment**.

(a) Provider may change its ownership or organizational structure without restriction. Provider may also assign this Agreement to any of its Affiliates, or to a third party who, in Provider's good faith, reasonable judgment, has the experience and resources to comply with Provider's obligations under this Agreement. After Provider's assignment of this Agreement to its Affiliate or a third party who expressly assumes its obligations under this Agreement, Provider no longer will have any performance or other obligations under this Agreement. Such an assignment shall constitute a release of Provider and a novation with respect to this Agreement, and the assignee shall be liable to Recipient as if it had been an original party to this Agreement.

(b) Neither this Agreement nor any interest in this Agreement may be transferred or assigned by Recipient without Provider's prior written consent.

(c) Any assignment in violation of this Section 10.5 shall be null and void. Subject to Section 10.5(a) and Section 10.5(b), this Agreement shall be binding upon, shall inure to the benefit of and shall be enforceable by the Parties and their respective successors and permitted assigns.

10.5 **Third-Party Beneficiaries**. The provisions of this Agreement are solely for the benefit of the Parties and are not intended to confer upon any Person (including, without limitation, any shareholders of HHH or shareholders of Seaport Entertainment) except the Parties hereto any rights or remedies hereunder. There are no third-party beneficiaries of this Agreement and this Agreement shall not provide any third Person (including, without limitation, any shareholders of HHH or shareholders of Seaport Entertainment) with any remedy, claim, Liability, reimbursement, claim of action or other right in excess of those existing without reference to this Agreement.

10.6 **Notices**. All notices, requests, claims, demands or other communications under this Agreement shall be in writing and shall be given or made (and shall be deemed to have been duly given or made upon receipt) by delivery in person, by overnight courier service, by email with receipt confirmed, or by registered or certified mail (postage prepaid, return receipt requested) to the respective Parties at the following addresses (or at such other address for a Party as shall be specified in a notice given in accordance with this Section 10.7):

If to Provider, to:

Howard Hughes Holdings Inc.
9950 Woodloch Forest Drive, Suite 1100
The Woodlands, TX 77380
Attention: Carlos Olea
Email:

with a copy (which shall not constitute notice) to:

Latham & Watkins LLP
355 South Grand Avenue, Suite 100
Los Angeles, CA 90071-1560
Attention: Julian Kleindorfer; Abigail Smith
Email:

If to Recipient, to:

Seaport Entertainment Group Inc.
199 Water Street, 28th Floor
New York, NY 10038
Attention: Anton Nikodemus
Email:

Either Party may, by notice to the other Party, change the address and contact person to which any such notices are to be given.

10.7 **Severability**. If any provision of this Agreement or the application thereof to any Person or circumstance is determined by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions hereof, or the application of such provision to Persons

or circumstances or in jurisdictions other than those as to which it has been held invalid or unenforceable, shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby. Upon such determination, the Parties shall negotiate in good faith in an effort to agree upon such a suitable and equitable provision to effect the original intent of the Parties.

10.8 **Headings**. The article, section and paragraph headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

10.9 **Waivers of Default**. Waiver by a Party of any default by the other Party of any provision of this Agreement shall not be deemed a waiver by the waiving Party of any subsequent or other default, nor shall it prejudice the rights of the other Party. No failure or delay by a Party in exercising any right, power or privilege under this Agreement shall operate as a waiver thereof nor shall a single or partial exercise thereof prejudice any other or further exercise thereof or the exercise of any other right, power or privilege.

10.10 **Amendments**. No provisions of this Agreement shall be deemed waived, amended, supplemented or modified by a Party, unless such waiver, amendment, supplement or modification is in writing and signed by the authorized representative of the Party against whom such waiver, amendment, supplement or modification is sought to be enforced.

10.11 **Construction**. This Agreement shall be construed as if jointly drafted by the Parties and no rule of construction or strict interpretation shall be applied against either Party. The Parties represent that this Agreement is entered into with full consideration of any and all rights which the Parties may have. The Parties have conducted such investigations they thought appropriate, and have consulted with such advisors as they deemed appropriate regarding this Agreement and their rights and asserted rights in connection therewith. The Parties are not relying upon any representations or statements made by the other Party, or such other Party's employees, agents, representatives or attorneys, regarding this Agreement, except to the extent such representations are expressly set forth or incorporated in this Agreement or the Separation Agreement. The Parties are not relying upon a legal duty, if one exists, on the part of the other Party (or such other Party's employees, agents, representatives or attorneys) to disclose any information in connection with the execution of this Agreement or their preparation, it being expressly understood that neither Party shall ever assert any failure to disclose information on the part of the other Party as a ground for challenging this Agreement.

10.12 **Performance**. Each Party shall cause to be performed, and hereby guarantees the performance of, all actions, agreements and obligations set forth herein to be performed by any Subsidiary or controlled Affiliate of such Party.

10.13 **Relationship of the Parties**. The relationship of the Parties to each other is that of independent contractors and neither Party nor its agents or employees shall be considered employees or agents of the other Party, except that Provider may be considered an agent of Recipient solely to the extent necessary for Provider to effectuate Services to Recipient, and only when working with or otherwise interacting with third parties to facilitate these Services. This

Agreement does not constitute and shall not be construed as constituting a partnership or joint venture or grant of a franchise between the Parties. Neither Party shall have the right to bind the other Party to any obligations to third parties.

10.14 **Exclusivity of Tax Matters**. Notwithstanding any other provision of this Agreement (but subject to Section 3.3), the Tax Matters Agreement shall exclusively govern all matters related to Taxes (including allocations thereof) addressed therein. If there is a conflict between any provision of this Agreement (other than Section 3.3) and the Tax Matters Agreement, and such provisions relate to matters addressed by the Tax Matters Agreement, the Tax Matters Agreement shall control.

[Signature Page to Follow.]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives.

HOWARD HUGHES HOLDINGS INC.

By: _____
Name: Carlos Olea
Title: Chief Financial Officer

SEAPORT ENTERTAINMENT GROUP INC.

By: _____
Name: Anton Nikodemus
Title: Chief Executive Officer

TAX MATTERS AGREEMENT

BY AND BETWEEN

HOWARD HUGHES HOLDINGS INC.

AND

SEAPORT ENTERTAINMENT GROUP INC.

DATED AS OF , 2024

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Exhibits

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TAX MATTERS AGREEMENT

This TAX MATTERS AGREEMENT (this "***Agreement***") is entered into effective as of , 2024, by and between Howard Hughes Holdings Inc., a Delaware corporation ("***HHH***"), and Seaport Entertainment Group Inc., a Delaware corporation and wholly owned subsidiary of HHH ("***Seaport Entertainment***"). HHH and Seaport Entertainment are each a "***Party***" and are sometimes referred to herein collectively as the "***Parties***." Capitalized terms used herein and not otherwise defined shall have the respective meanings assigned to them in Article I of this Agreement.

RECITALS

WHEREAS, HHH, acting together with its Subsidiaries, currently conducts the HHH Business and the Seaport Entertainment Business;

WHEREAS, HHH and Seaport Entertainment have entered into that certain Separation and Distribution Agreement dated as of , 2024 (as amended, restated, amended and restated and otherwise modified from time to time, the "***Separation Agreement***") pursuant to which Seaport Entertainment will separate from the rest of HHH and be established as a separate, publicly traded company to operate the Seaport Entertainment Business;

WHEREAS, as part of the Separation, HHH and certain of its Subsidiaries will undertake the transactions described in Exhibit A;

WHEREAS, following the Separation, HHH intends to distribute one hundred percent (100%) of the issued and outstanding Seaport Entertainment Stock pro rata to holders of HHH Stock (the "***Distribution***");

WHEREAS, the Parties intend that (i) the Separation Transactions qualify for the Intended Separation Tax Treatment and (ii) the Distribution qualify as a distribution under Section 355 of the Internal Revenue Code of 1986, as amended (the "***Code***") that will be nontaxable for U.S. federal income tax purposes to HHH, Seaport Entertainment and HHH's shareholders, other than with respect to cash received in lieu of fractional shares, intercompany items or excess loss accounts taken into account pursuant to the Treasury Regulations promulgated pursuant to Section 1502 of the Code or other deferred losses (collectively, the "***Intended Tax Treatment***"); and

WHEREAS, the Parties desire to set forth their agreement on the rights and obligations of the Parties and the members of the HHH Group and the Seaport Entertainment Group with respect to (i) the administration and allocation of federal, state, local, and foreign Taxes incurred

in Tax Periods beginning prior to the Distribution Date, (ii) Taxes resulting from the Separation, Distribution and transactions effected in connection therewith and (iii) various other Tax matters.

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements, provisions and covenants contained in this Agreement and in the Separation Agreement, the Parties hereby agree as follows:

ARTICLE I.
DEFINITIONS

1.1 **Definition of Terms**. For purposes of this Agreement (including the recitals hereof), capitalized terms shall have the meanings set forth below in this Section 1.1 or elsewhere in this Agreement.

"***Active Trade or Business***" means, with respect to the Seaport Entertainment SAG, the active conduct (as defined in Section 355(b)(2) of the Code and the Treasury Regulations thereunder) of the Seaport Entertainment Business as conducted immediately prior to the Distribution by the Seaport Entertainment SAG.

"***Adjusted Grossed-Up Basis***" has the meaning set forth in Section 3.4(b) of this Agreement.

"***Adjustment Request***" means any formal or informal claim or request filed with any Tax Authority, or with any administrative agency or court, for the adjustment, refund, or credit of Taxes, including (i) any amended Tax Return claiming adjustment to the Taxes as reported on the Tax Return or, if applicable, as previously adjusted, (ii) any claim for equitable recoupment or other offset, and (iii) any claim for refund or credit of Taxes previously paid.

"***Affiliate***" has the meaning set forth in the Separation Agreement.

"***Aggregate Deemed Asset Disposition Price***" has the meaning set forth in Section 3.4(b) of this Agreement.

"***Agreement***" shall have the meaning set forth in the preamble to this Agreement.

"***Allocation***" has the meaning set forth in Section 3.6(b) of this Agreement.

"***Ancillary Agreements***" has the meaning set forth in the Separation Agreement; *provided*, *however*, that for purposes of this Agreement, this Agreement shall not constitute an Ancillary Agreement.

"***Business Day***" has the meaning set forth in the Separation Agreement.

"***Capital Stock***" means all classes or series of capital stock of a corporation, including (i) common stock, (ii) all options, warrants and other rights to acquire such capital stock and (iii) all instruments properly treated as stock in such corporation for U.S. federal Income Tax purposes.

"***Closing of the Books Method***" means the apportionment of items between portions of a Tax Period based on a closing of the books and records on the close of the Distribution Date (in the event that the Distribution Date is not the last day of the Tax Period, as if the Distribution Date were the last day of the Tax Period), subject to adjustment for items accrued on the Distribution Date that are properly allocable to the Tax Period following the Distribution Date, as jointly determined by HHH and Seaport Entertainment; *provided*, *however*, that with respect to Property Taxes, such apportionment shall be on the basis of elapsed days during the relevant portion of the Tax Period.

"***Code***" has the meaning set forth in the recitals to this Agreement.

"***Controlling Party***" has the meaning set forth in Section 9.2(c) of this Agreement.

"***Dispute***" has the meaning set forth in the Separation Agreement.

"***Distribution***" has the meaning set forth in the recitals to this Agreement.

"***Distribution Date***" has the meaning set forth in the Separation Agreement.

"***Effective Time***" has the meaning set forth in the Separation Agreement.

"***Final Determination***" means the final resolution of liability for any Tax, which resolution may be for a specific issue or adjustment or for any Tax Period, (i) by IRS Form 870 or 870-AD (or any successor forms thereto), on the date of acceptance by or on behalf of the taxpayer, or by a comparable form under the laws of a state, local, or foreign taxing jurisdiction, except that an IRS Form 870 or 870-AD or comparable form shall not constitute a Final Determination to the extent that it reserves (whether by its terms or by operation of law) the right of the taxpayer to file a claim for refund or the right of the Tax Authority to assert a further deficiency in respect of such issue or adjustment or for such Tax Period (as the case may be); (ii) by a decision, judgment, decree, or other order by a court of competent jurisdiction, which has become final and unappealable; (iii) by a closing agreement or accepted offer in compromise under Sections 7121 or 7122 of the Code, or a comparable agreement under the laws of a state, local, or foreign taxing jurisdiction; (iv) by any allowance of a refund or credit in respect of an overpayment of a Tax, but only after the expiration of all periods during which such refund may be recovered (including by way of offset) by the jurisdiction imposing such Tax; (v) by a final settlement resulting from a treaty-based competent authority determination; or (vi) by any other

final disposition, including by reason of the expiration of the applicable statute of limitations, the execution of a pre-filing agreement with the IRS or other Tax Authority, or by mutual agreement of the Parties.

"***Force Majeure***" has the meaning set forth in the Separation Agreement.

"***Governmental Authority***" has the meaning set forth in the Separation Agreement.

"***Group***" means (a) with respect to HHH, the HHH Group, and (b) with respect to Seaport Entertainment, the Seaport Entertainment Group, as the context requires.

"***HHH***" has the meaning set forth in the preamble to this Agreement.

"***HHH Business***" has the meaning set forth in the Separation Agreement.

"***HHH Disqualifying Act***" means, with respect to any Specified Separation Taxes, (a) any act, or failure or omission to act, including, without limitation, the breach of any covenant contained herein or in the Tax Materials, by any member of the HHH Group following the Distribution that results in any Party (or any of its Affiliates) being liable for such Specified Separation Taxes, (b) any event (or series of events) involving Capital Stock or any assets of any member of the HHH Group or (c) any failure to be true, inaccuracy in, or breach of any of the representations or statements contained in the Tax Materials to the extent descriptive of or otherwise relating to any member of the HHH Group or the HHH Business.

"***HHH Group***" has the meaning set forth in the Separation Agreement.

"***HHH Separate Return***" means any Tax Return of or including any member of the HHH Group (including any consolidated, combined or unitary return) that does not include any member of the Seaport Entertainment Group.

"***HHH Stock***" has the meaning set forth in the Separation Agreement.

"***Income Tax***" means all U.S. federal, state, local and foreign income, franchise or similar Taxes imposed on (or measured by) net income or net profits, and any interest, penalties, additions to Tax or additional amounts in respect of the foregoing.

"***Intended Separation Tax Treatment***" has the meaning set forth in Exhibit A.

"***Intended Tax Treatment***" has the meaning set forth in the recitals to this Agreement.

"***IRS***" means the U.S. Internal Revenue Service or any successor Governmental Authority.

"***Joint Return***" means any Tax Return that includes, by election or otherwise, one or more members of the HHH Group together with one or more members of the Seaport Entertainment Group.

"***Law***" has the meaning set forth in the Separation Agreement.

"***Non-Controlling Party***" has the meaning set forth in Section 9.2(c) of this Agreement.

"***Non-Qualified Property Distribution Position***" has the meaning set forth in Section 3.3(c).

"***Notified Action***" shall have the meaning set forth in Section 6.3(a) of this Agreement.

"***Other Separation Taxes***" means any Taxes imposed on the HHH Group or the Seaport Entertainment Group in connection with the transactions occurring in connection with the Separation and Distribution, other than Specified Separation Taxes, including, for the avoidance of doubt, the use of, loss of or diminution in value of any Tax Attribute.

"***Parties***" and "***Party***" have the meaning set forth in the preamble to this Agreement.

"***Past Practices***" has the meaning set forth in Section 3.3(a) of this Agreement.

"***Payment Date***" means, with respect to a Tax Return, (A) the due date for any required installment of estimated Taxes, (B) the due date (determined without regard to extensions) for filing such Tax Return, or (C) the date such Tax Return is filed, as the case may be.

"***Payor***" has the meaning set forth in Section 4.3(a) of this Agreement.

"***Person***" means an individual, a partnership, a corporation, a limited liability company, an association, a joint stock company, a trust, a joint venture, an unincorporated organization or a Governmental Authority or any department, agency or political subdivision thereof, without regard to whether any entity is treated as disregarded for U.S. federal Income Tax purposes.

"***Post-Distribution Period***" means any Tax Period beginning after the Distribution Date and, in the case of any Straddle Period, the portion of such Tax Period beginning on the day after the Distribution Date.

"***Post-Distribution Ruling***" has the meaning set forth in Section 6.1(b) of this Agreement.

"***Pre-Distribution Period***" means any Tax Period ending on or before the Distribution Date and, in the case of any Straddle Period, the portion of such Straddle Period ending on and including the Distribution Date.

"***Prime Rate***" shall have the meaning set forth in the Separation Agreement.

"***Prior Group***" means any group that filed or was required to file (or will file or be required to file) a Tax Return, for a Tax Period or portion thereof ending at the close of the Distribution Date, on an affiliated, consolidated, combined, unitary, fiscal unity or other group basis (including as permitted by Section 1501 of the Code) that includes at least one member of the Seaport Entertainment Group.

"***Privilege***" means any privilege that may be asserted under applicable law, including, any privilege arising under or relating to the attorney-client relationship (including the attorney-client and work product privileges), the accountant-client privilege and any privilege relating to internal evaluation processes.

"***Property Taxes***" means all real property Taxes, personal property Taxes and similar ad valorem Taxes.

"***Proposed Acquisition Transaction***" means a transaction or series of transactions (or any agreement, understanding or arrangement, within the meaning of Section 355(e) of the Code and Treasury Regulations Section 1.355-7, or any other regulations promulgated thereunder, to enter into a transaction or series of transactions), whether such transaction is supported by Seaport Entertainment management or shareholders, is a hostile acquisition, or otherwise, as a result of which any Person or any group of related Persons would (directly or indirectly) acquire, or have the right to acquire, any shares of Capital Stock in Seaport Entertainment. Notwithstanding the foregoing, a Proposed Acquisition Transaction shall not include (i) the adoption by Seaport Entertainment of a shareholder rights plan, (ii) issuances by Seaport Entertainment that satisfy Safe Harbor VIII (relating to acquisitions in connection with a person's performance of services) or Safe Harbor IX (relating to acquisitions by a retirement plan of an employer) of Treasury Regulations Section 1.355-7(d), including such issuances net of exercise price and/or tax withholding (*provided*, *however*, that any sale of such stock in connection with a net exercise or tax withholding is not exempt under this clause (ii) unless it satisfies the requirements of Safe Harbor VII of Treasury Regulations Section 1.355-7(d)), or (iii) acquisitions that satisfy Safe Harbor VII of Treasury Regulations Section 1.355-7(d). For purposes of determining whether a transaction constitutes an indirect acquisition, any recapitalization resulting in a shift of voting power or any redemption of shares of stock shall be treated as an indirect acquisition of shares of stock by the non-exchanging shareholders. For purposes of this definition, each reference to Seaport Entertainment shall include a reference to any entity treated as a successor thereto. This

definition and the application thereof is intended to monitor compliance with Section 355(e) of the Code and shall be interpreted accordingly. Any clarification of, or change in, the statute or regulations promulgated under Section 355(e) of the Code shall be incorporated in this definition and its interpretation.

"***Protective Section 336(e) Election***" has the meaning set forth in Section 3.4(a) of this Agreement.

"***Representation Letter***" means any officer's certificate, representation letter and other materials delivered or deliverable by any of the Parties or any of their respective Affiliates, in connection with the rendering by Tax Advisors of the Tax Advice.

"***Required Party***" has the meaning set forth in Section 4.3(a) of this Agreement.

"***Responsible Party***" means, with respect to any Tax Return, the Party having responsibility for preparing and filing such Tax Return under this Agreement.

"***Retention Date***" has the meaning set forth in Section 8.1 of this Agreement.

"***Seaport Entertainment***" has the meaning provided in the preamble to this Agreement.

"***Seaport Entertainment Business***" has the meaning set forth in the Separation Agreement.

"***Seaport Entertainment Carryback***" means any net operating loss, net capital loss, excess Tax credit, or other similar Tax item of any member of the Seaport Entertainment Group which may or must be carried from one Tax Period to another prior Tax Period under the Code or other applicable Tax Law.

"***Seaport Entertainment Disqualifying Act***" means, with respect to any Specified Separation Taxes, (a) any act, or failure or omission to act, including, without limitation, the breach of any covenant contained herein or in the Tax Materials, by any member of the Seaport Entertainment Group that results in any Party (or any of its Affiliates) being liable for such Specified Separation Taxes, regardless of whether such act or failure to act is covered by a Post-Distribution Ruling or Unqualified Tax Opinion or occurs in connection with the Seaport Entertainment Rights Offering or pursuant to the Seaport Entertainment Rights Offering Backstop Agreement, (b) any event (or series of events) involving Capital Stock or any assets of any member of the Seaport Entertainment Group or (c) any failure to be true, inaccuracy in, or breach of any of the representations or statements contained in the Tax Materials to the extent descriptive of or otherwise relating to any member of the Seaport Entertainment Group or the Seaport Entertainment Business.

"***Seaport Entertainment Equity Awards***" means options, share appreciation rights, restricted shares, share units or other compensatory rights with respect to Seaport Entertainment Stock.

"***Seaport Entertainment Group***" has the meaning set forth in the Separation Agreement.

"***Seaport Entertainment Rights Offering***" means the distribution of transferrable subscription rights to purchase Seaport Entertainment Stock to holders of Seaport Entertainment Stock pursuant to a registration statement on Form S-1 under the Securities Act of 1933, as amended, initially submitted to the Securities and Exchange Commission on February 13, 2024 (Registration No. 333-279690), as amended.

"***Seaport Entertainment Rights Offering Backstop Agreement***" means that certain Standby Purchase Agreement, dated , 2024, by and among Seaport Entertainment, Pershing Square Holdings, Ltd., Pershing Square, L.P., Pershing Square International, Ltd., and solely with respect to certain sections, HHH.

"***Seaport Entertainment SAG***" means the separate affiliated group of Seaport Entertainment, within the meaning of Section 355(b)(3)(B) of the Code.

"***Seaport Entertainment Separate Return***" means any Tax Return of or including any member of the Seaport Entertainment Group (including any consolidated, combined or unitary return) that does not include any member of the HHH Group.

"***Seaport Entertainment Stock***" has the meaning set forth in the Separation Agreement.

"***Section 336(e) Allocation Statement***" has the meaning set forth in Section 3.4(b) of this Agreement.

"***Section 336(e) Tax Benefit Percentage***" means, with respect to any Specified Separation Taxes and Tax-Related Losses related to the Distribution, the percentage equal to one hundred percent (100%) minus the percentage of such Specified Separation Taxes and Tax-Related Losses related to the Distribution for which HHH is entitled to indemnification under this Agreement.

"***Separation***" means, collectively, all of the transactions undertaken to separate the Seaport Entertainment Business from the HHH Business in connection with and prior to the Distribution.

"***Separation Agreement***" has the meaning set forth in the recitals to this Agreement.

"***Separation Transactions***" has the meaning set forth in Exhibit A.

"***Specified Separation Taxes***" means any and all Taxes incurred by the HHH Group or the Seaport Entertainment Group as a result of the failure of the Intended Tax Treatment, including, for the avoidance of doubt, the use of, loss of or diminution in value of any Tax Attribute.

"***Straddle Period***" means any Tax Period that begins before and ends after the Distribution Date.

"***Subsidiary***" has the meaning set forth in the Separation Agreement.

"***Tax***" or "***Taxes***" means any income, gross income, gross receipts, profits, capital stock, franchise, withholding, payroll, social security, workers compensation, unemployment, disability, property, ad valorem, value added, stamp, excise, environmental, severance, occupation, service, sales, use, license, lease, transfer, import, export, escheat, alternative minimum, universal service fund, estimated or other tax (including any fee, assessment, or other charge in the nature of or in lieu of any tax), imposed by any Governmental Authority or political subdivision thereof, and any interest, penalty, additions to tax or additional amounts in respect of the foregoing.

"***Tax Advice***" means any opinions or memoranda of Tax Advisors deliverable to HHH in connection with the Separation Transactions or Distribution.

"***Tax Advisor***" means a Tax counsel or accountant, in each case of recognized national standing.

"***Tax Attribute***" means a net operating loss, net capital loss, unused investment credit, unused foreign Tax credit, excess charitable contribution, general business credit, research and development credit, earnings and profits, basis, or any other Tax Item that could reduce a Tax or create a Tax Benefit.

"***Tax Authority***" means, with respect to any Tax, the Governmental Authority or political subdivision thereof that imposes such Tax, and the agency (if any) charged with the collection of such Tax for such entity or subdivision.

"***Tax Benefit***" means any refund, credit, or other item that causes reduction in otherwise required liability for Taxes.

"***Tax Contest***" means an audit, review, examination, contest, litigation, investigation or any other administrative or judicial proceeding with the purpose or effect of redetermining Taxes (including any administrative or judicial review of any claim for refund).

"***Tax Item***" means, with respect to any Income Tax, any item of income, gain, loss, deduction, or credit.

"***Tax Law***" means the Law of any Governmental Authority or political subdivision thereof relating to any Tax.

"***Tax Materials***" means the Tax Advice, the Representation Letters and any other materials delivered or deliverable or information provided by HHH, Seaport Entertainment or their respective Tax Advisors or Affiliates, in connection with the Tax Advice.

"***Tax Period***" means, with respect to any Tax, the period for which the Tax is reported as provided under the Code or other applicable Tax Law.

"***Tax Records***" means any (i) Tax Returns, (ii) Tax Return workpapers, (iii) documentation relating to any Tax Contests, and (iv) any other books of account or records (whether or not in written, electronic or other tangible or intangible forms and whether or not stored on electronic or any other medium) maintained or required to be maintained under the Code or other applicable Tax Laws or under any record retention agreement with any Tax Authority, in each case filed or required to be filed with respect to or otherwise relating to Taxes.

"***Tax-Related Losses***" means, with respect to any Specified Separation Taxes, (i) all accounting, legal and other professional fees, and court costs incurred in connection with such Specified Separation Taxes, as well as any other out-of-pocket costs incurred in connection with such Specified Separation Taxes; and (ii) all costs, expenses and damages associated with shareholder litigation or controversies and any amount paid by HHH (or any HHH Affiliate) or Seaport Entertainment (or any Seaport Entertainment Affiliate) in respect of the liability of shareholders, whether paid to shareholders or to the IRS or any other Governmental Authority.

"***Tax Return***" means any report of Taxes due, any claim for refund of Taxes paid, any information return with respect to Taxes, or any other similar report, statement, declaration, or document filed or required to be filed under the Code or other Tax Law with respect to Taxes, including any attachments, exhibits, or other materials submitted with any of the foregoing, and including any amendments or supplements to any of the foregoing.

"***Third Party***" means any Person other than the Parties or any of their respective Subsidiaries.

"***Treasury Regulations***" means the regulations promulgated from time to time under the Code as in effect for the relevant Tax Period.

"***Unintended Tax Position***" has the meaning set forth in Section 3.3(c).

"***Unqualified Tax Opinion***" means an unqualified "will" opinion of a Tax Advisor, which Tax Advisor is reasonably acceptable to HHH, on which HHH may rely to the effect that a transaction will not adversely affect the Intended Tax Treatment. Any such opinion must assume that the Separation Transactions and the Distribution would have qualified for the Intended Tax Treatment if the transaction in question did not occur.

ARTICLE II.
ALLOCATION OF TAX LIABILITIES AND TAX-RELATED LOSSES

2.1 **General Rule**.

(a) *HHH Liability*. Except with respect to Taxes and Tax-Related Losses described in Section 2.1(b) of this Agreement, HHH shall be liable for, and shall indemnify and hold harmless the Seaport Entertainment Group from and against any liability for:

(i) Taxes that are allocated to HHH under this Article II;

(ii) any Taxes resulting from a breach of any of HHH's covenants in this Agreement, the Separation Agreement or any Ancillary Agreement;

(iii) Specified Separation Taxes and Tax-Related Losses that are allocated to HHH under Section 6.4(a) of this Agreement;

(iv) Fifty percent (50%) of Other Separation Taxes; and

(v) Taxes (other than those that are allocated to Seaport Entertainment under Section 2.1(b) of this Agreement) imposed on Seaport Entertainment or any member of the Seaport Entertainment Group pursuant to the provisions of Treasury Regulations Section 1.1502-6 (or similar provisions of state, local, or foreign Tax Law) as a result of any such member being or having been a member of a Prior Group.

(b) *Seaport Entertainment Liability*. Seaport Entertainment shall be liable for, and shall indemnify and hold harmless the HHH Group from and against any liability for:

(i) Taxes which are allocated to Seaport Entertainment under this Article II;

(ii) any Taxes resulting from a breach of any of Seaport Entertainment's covenants in this Agreement, the Separation Agreement or any Ancillary Agreement;

(iii) any Specified Separation Taxes and Tax-Related Losses that are allocated to Seaport Entertainment under Section 6.4(a) of this Agreement; and

(iv) Fifty percent (50%) of Other Separation Taxes.

2.2 **General Allocation Principles**. Except as otherwise provided in this Article II or in Section 6.4(a) of this Agreement, all Taxes shall be allocated as follows:

(a) *Allocation of Taxes for Joint Returns*. HHH shall be responsible for all Taxes reported, or required to be reported, on any Joint Return that any member of the HHH Group files or is required to file under the Code or other applicable Tax Law; *provided*, *however*, that to the extent any such Joint Return includes any Tax Item attributable to any member of the Seaport Entertainment Group or to the Seaport Entertainment Business for any Post-Distribution Period, Seaport Entertainment shall be responsible for all Taxes attributable to such Tax Items, computed in a manner reasonably determined by HHH.

(b) *Allocation of Taxes for Separate Returns*.

(i) HHH shall be responsible for all Taxes reported, or required to be reported, on (A) a Seaport Entertainment Separate Return with respect to a Pre-Distribution Period or (B) an HHH Separate Return.

(ii) Except as otherwise provided in Section 2.2(b)(i) of this Agreement, Seaport Entertainment shall be responsible for all Taxes reported, or required to be reported, on a Seaport Entertainment Separate Return.

(c) *Taxes Not Reported on Tax Returns*.

(i) HHH shall be responsible for any Taxes attributable to any member of the HHH Group or to the HHH Business (as reasonably determined by HHH) that is not required to be reported on a Tax Return.

(ii) Any Taxes attributable to any member of the Seaport Entertainment Group or the Seaport Entertainment Business that is not required to be reported on a Tax Return shall be allocated to (A) HHH, if with respect to a Pre-Distribution Period, and (B) Seaport Entertainment, if with respect to a Post-Distribution Period.

2.3 **Allocation Conventions**.

(a) All Taxes required to be allocated to a Pre-Distribution Period or Post-Distribution Period pursuant to Section 2.2 of this Agreement shall be allocated in accordance with the Closing of the Books Method as reasonably computed by HHH.

(b) Any Tax Item of Seaport Entertainment or any member of the Seaport Entertainment Group arising from a transaction engaged in outside of the ordinary course of

business on the Distribution Date after the Effective Time shall be properly allocable to Seaport Entertainment and any such transaction by or with respect to Seaport Entertainment or any member of the Seaport Entertainment Group occurring after the Effective Time shall be treated for all Tax purposes (to the extent permitted by applicable Tax Law) as occurring at the beginning of the day following the Distribution Date in accordance with the principles of Treasury Regulations Section 1.1502-76(b) or any similar provisions of state, local or foreign Law.

ARTICLE III.
PREPARATION AND FILING OF TAX RETURNS

3.1 **HHH Separate Returns and Joint Returns**.

(a) HHH shall prepare and file, or cause to be prepared and filed, all HHH Separate Returns and Joint Returns, and each member of the Seaport Entertainment Group to which any such Joint Return relates shall execute and file such consents, elections and other documents as HHH may determine, after consulting with Seaport Entertainment in good faith, are required or appropriate, or otherwise requested by HHH in connection with the filing of such Joint Return. Seaport Entertainment will elect and join, and will cause its Affiliates to elect and join, in filing any Joint Returns that HHH determines are required to be filed or that HHH elects to file, in each case pursuant to this Section 3.1.

(b) HHH and Seaport Entertainment and their respective Affiliates shall elect to close the Tax Period of each Seaport Entertainment Group member on the Distribution Date, to the extent permitted by applicable Tax Law.

3.2 **Seaport Entertainment Separate Returns**.

(a) *Tax Returns to be Prepared by HHH*. HHH shall prepare (or cause to be prepared) and, to the extent permitted by applicable Tax Law, file (or cause to be filed) all Seaport Entertainment Separate Returns that relate to any Pre-Distribution Period (including a Straddle Period); *provided*, *however*, that with respect to any such Tax Return that is prepared by HHH but required to be filed by a member of the Seaport Entertainment Group under applicable Tax Law, HHH shall, at least five (5) Business Days prior to the due date for filing such Tax Return (taking into account any applicable extension periods), provide such Tax Return to Seaport Entertainment and pay Seaport Entertainment the amount of Taxes shown as due thereon that HHH is responsible for under the provisions of Article II of this Agreement, as reasonably calculated by HHH pursuant to this Agreement. Seaport Entertainment shall execute and file (or

cause to be executed and filed) such Tax Returns and shall timely pay (or cause to be paid) the amount of Taxes shown as due thereon.

(b) *Tax Returns to be Prepared by Seaport Entertainment*. Seaport Entertainment shall prepare and file (or cause to be prepared and filed) all Seaport Entertainment Separate Returns that are not described in Section 3.2(a) of this Agreement.

3.3 **Tax Reporting Practices**.

(a) *General Rule*. Except as provided in Section 3.3(b) of this Agreement, HHH shall prepare any Joint Return or Seaport Entertainment Separate Return with respect to a Straddle Period in accordance with past practices, permissible accounting methods, elections or conventions ("***Past Practices***") used by the members of the HHH Group and the members of the Seaport Entertainment Group prior to the Distribution Date with respect to such Tax Return, and to the extent any items, methods or positions are not covered by Past Practices, then HHH shall prepare such Tax Return in accordance with reasonable Tax accounting practices selected by HHH. With respect to any Tax Return that Seaport Entertainment has the obligation or right to prepare, or cause to be prepared, under this Article III, to the extent such Tax Return could affect HHH, such Tax Return shall be prepared in accordance with Past Practices used by the members of the HHH Group and the members of the Seaport Entertainment Group prior to the Distribution Date with respect to such Tax Return; *provided*, *however*, that to the extent any items, methods or positions are not covered by Past Practices, such Tax Return shall be prepared in accordance with reasonable Tax accounting practices selected by Seaport Entertainment with the approval of HHH, such approval not to be unreasonably withheld, conditioned or delayed.

(b) *Interests in Partnerships*. To the extent that any interest in an entity or arrangement that is treated as a partnership for U.S. federal income tax purposes is transferred or deemed transferred in connection with the Separation or Distribution, the Parties shall, and shall cause their respective Groups to, use commercially reasonably efforts to cause such partnership to use the interim closing method with respect to such transfer.

(c) *Consistency with Intended Tax Treatment*. The Parties shall, and shall cause the members of their respective Groups to, prepare all Tax Returns consistent with the Intended Tax Treatment unless, and then only to the extent, (i) HHH decides in its reasonable discretion to take a position that the Seaport Entertainment Stock distributed in the Distribution is not "qualified property" for purposes of Section 355(c)(2) or Section 361(c)(2) of the Code pursuant to Section 355(e)(1) of the Code after determining that there is at least a fifty percent (50%) likelihood that such position would be upheld if challenged by the applicable Tax Authority (a "***Non-Qualified Property Distribution Position***") or (ii) an alternative position is required pursuant to a Final Determination (together with a Non-Qualified Property Distribution Position, an "***Unintended***

Tax Position"). HHH shall inform Seaport Entertainment if any member of the HHH Group takes (x) an Unintended Tax Position that could reasonably be expected to be inconsistent with any position taken or to be taken by any member of the Seaport Entertainment Group on a Tax Return or (y) a Non-Qualified Property Distribution Position. Seaport Entertainment shall, and shall cause each member of the Seaport Entertainment Group, to file all Tax Returns consistent with such Unintended Tax Position, including (to the extent required by Law or reasonably requested by HHH) by amending any previously filed Tax Returns to the extent inconsistent with such Unintended Tax Position.

3.4 **Protective Section 336(e) Elections**.

(a) *General*. HHH and Seaport Entertainment hereby agree that, if HHH shall determine in its sole discretion, prior to the applicable due dates of such elections, that the Parties should make protective elections under Section 336(e) of the Code (and any similar provision of applicable state or local Tax Law) with respect to the Distribution for Seaport Entertainment and each member of the Seaport Entertainment Group that is a domestic corporation for U.S. federal Income Tax purposes (the "***Protective Section 336(e) Elections***"), then the Parties shall enter into a written, binding agreement to make the Protective Section 336(e) Elections, and the Parties shall timely make the Protective Section 336(e) Elections in accordance with Treasury Regulations Section 1.336-2(h). For the avoidance of doubt, such agreement is intended to constitute a written, binding agreement to make the Protective Section 336(e) Elections within the meaning of Treasury Regulations Section 1.336-2(h)(1)(i).

(b) *Cooperation and Reporting*. HHH and Seaport Entertainment shall cooperate in making the Protective Section 336(e) Elections, if any, including filing any statements, amending any Tax Returns or undertaking such other actions reasonably necessary to carry out the Protective Section 336(e) Elections. HHH shall determine the "***Aggregate Deemed Asset Disposition Price***" and the "***Adjusted Grossed-Up Basis***" (each as defined under applicable Treasury Regulations) and the allocation of such Aggregate Deemed Asset Disposition Price and Adjusted Grossed-Up Basis among the disposition date assets of the applicable member or members of the HHH Group or Seaport Entertainment Group, each in accordance with the applicable provisions of Section 336(e) of the Code and applicable Treasury Regulations (the "***Section 336(e) Allocation Statement***"). Each Party agrees not to take any position (and to cause each of its Affiliates not to take any position) that is inconsistent with the Protective Section 336(e) Elections, including the Section 336(e) Allocation Statement, on any Tax Return, in connection with any Tax Contest or for any other Tax purposes (in each case, excluding any position taken for financial accounting purposes), except as may be required by a Final Determination.

(c) *Tax Benefit Payments by Seaport Entertainment*. In the event that the Distribution fails to qualify for the Intended Tax Treatment and HHH is not entitled to indemnification for one hundred percent (100%) of any Specified Separation Taxes and Tax-Related Losses relating to the Distribution arising from such failure, HHH shall be entitled to quarterly payments from Seaport Entertainment equal to the Section 336(e) Tax Benefit Percentage of the actual Tax savings if, as and when realized by the Seaport Entertainment Group arising from the step up in Tax basis (including, for the avoidance of doubt, any such step up attributable to payments made pursuant to this Section 3.4(c)) resulting from the Protective Section 336(e) Election, determined on a "with and without" basis (treating any deductions or amortization attributable to the step up in Tax basis resulting from the Protective Section 336(e) Election, or any other recovery of such step up, as the last items claimed for any taxable year, including after the utilization of any available net operating loss carryforwards); *provided*, *however*, that such payments: (i) shall be reduced by all reasonable costs incurred by any member of the Seaport Entertainment Group to amend any Tax Returns or other governmental filings related to such Protective Section 336(e) Election and (ii) shall not exceed the amount of any Specified Separation Taxes and Tax-Related Losses relating to the Distribution incurred by the HHH Group (not taking into account this Section 3.4(c)) as a result of such failure for which HHH is not entitled to indemnification under this Agreement.

3.5 **Seaport Entertainment Carrybacks and Claims for Refund**.

(a) Seaport Entertainment hereby agrees that, unless HHH consents in writing (which consent may not be unreasonably withheld, conditioned, or delayed) or as required by Law, (i) no member of the Seaport Entertainment Group (nor its successors) shall file any Adjustment Request with respect to any Tax Return that could affect any Joint Return or any other Tax Return reflecting Taxes that are allocated to HHH under Article II of this Agreement and (ii) any available elections to waive the right to claim any Seaport Entertainment Carryback in any Joint Return or any other Tax Return reflecting Taxes that are allocated to HHH under Article II of this Agreement shall be made, and no affirmative election shall be made to claim any such Seaport Entertainment Carryback. In the event that Seaport Entertainment (or the appropriate member of the Seaport Entertainment Group) is prohibited by applicable Law from waiving or otherwise foregoing a Seaport Entertainment Carryback or HHH consents to a Seaport Entertainment Carryback (which consent may not be unreasonably withheld, conditioned, or delayed), HHH shall cooperate with Seaport Entertainment, at Seaport Entertainment's expense, in seeking from the appropriate Tax Authority such Tax Benefit as reasonably would result from such Seaport Entertainment Carryback and shall pay over to Seaport Entertainment the amount of such Tax Benefit that is directly attributable to such Seaport Entertainment Carryback within ten (10) days after such Tax Benefit is recognized by the HHH Group; *provided*, *however*, that Seaport Entertainment shall indemnify and hold the members of the HHH Group harmless from

and against any and all collateral Tax consequences resulting from or caused by any such Seaport Entertainment Carryback, including, without limitation, the loss or postponement of any benefit from the use of Tax Attributes generated by a member of the HHH Group if (i) such Tax Attributes expire unused, but would have been utilized but for such Seaport Entertainment Carryback, or (ii) the use of such Tax Attributes is postponed to a later Tax Period than the Tax Period in which such Tax Attributes would have been used but for such Seaport Entertainment Carryback.

(b) HHH hereby agrees that, unless Seaport Entertainment consents in writing (which consent may not be unreasonably withheld, conditioned, or delayed) or as required by Law, no member of the HHH Group shall file any Adjustment Request with respect to any Seaport Entertainment Separate Return.

3.6 **Apportionment of Tax Attributes**.

(a) Tax Attributes arising in a Pre-Distribution Period will be allocated to (and the benefits and burdens of such Tax Attributes will inure to) the members of the HHH Group and the members of the Seaport Entertainment Group in accordance with the Code, Treasury Regulations, and any other applicable Tax Law, and, in the absence of controlling legal authority or unless otherwise provided under this Agreement, Tax Attributes shall be allocated to the legal entity that created such Tax Attributes.

(b) On or before the first anniversary of the Distribution Date, HHH shall deliver to Seaport Entertainment its determination in writing of the portion, if any, of any earnings and profits, Tax Attributes, overall foreign loss or other affiliated, consolidated, combined, unitary, fiscal unity or other group basis Tax Attribute which is allocated or apportioned to the members of the Seaport Entertainment Group under applicable Tax Law and this Agreement (the "***Allocation***"). All members of the HHH Group and Seaport Entertainment Group shall prepare all Tax Returns in accordance with the Allocation. In the event of an adjustment to the earnings and profits, any Tax Attributes, overall foreign loss or other affiliated, consolidated, combined, unitary, fiscal unity or other group basis attribute, HHH shall promptly notify Seaport Entertainment in writing of such adjustment. For the avoidance of doubt, HHH shall not be liable to any member of the Seaport Entertainment Group for any failure of any determination under this Section 3.6(b) to be accurate under applicable Tax Law; provided such determination was made in good faith.

(c) Except as otherwise provided herein, to the extent that the amount of any Tax Attribute is later reduced or increased by a Tax Authority or Tax Contest, such reduction or increase shall be allocated to the Party to which such Tax Attribute was allocated pursuant to Section 3.6(a) of this Agreement, as agreed by the Parties.

ARTICLE IV.
TAX PAYMENTS

4.1 **Taxes Shown on Tax Returns**. Except as otherwise provided by Section 3.2(a) of this Agreement, HHH shall pay (or cause to be paid) to the proper Tax Authority the Tax shown as due on any Tax Return that a member of the HHH Group is responsible for preparing under Article III of this Agreement, and Seaport Entertainment shall pay (or cause to be paid) to the proper Tax Authority the Tax shown as due on any Tax Return that a member of the Seaport Entertainment Group is responsible for preparing under Article III of this Agreement. At least five (5) Business Days prior to any Payment Date for any such Tax Return, Seaport Entertainment shall pay to HHH the amount Seaport Entertainment is responsible for under the provisions of Article II of this Agreement with respect to such Tax Return as reasonably calculated by HHH.

4.2 **Adjustments Resulting in Underpayments**. In the case of any adjustment pursuant to a Final Determination with respect to any Tax, the Party to which such Tax is allocated pursuant to this Agreement shall pay to the applicable Tax Authority when due any additional Tax required to be paid as a result of such adjustment.

4.3 **Indemnification Payments**.

(a) Except as provided in Section 3.2(a), the last sentence of Section 4.1 and Section 6.4(b) of this Agreement, if any Party (the "***Payor***") is required under applicable Tax Law to pay to a Tax Authority a Tax that another Party (the "***Required Party***") is liable for under this Agreement, the Required Party shall reimburse the Payor for such Tax along with any reasonable costs and expenses related thereto (including reasonable attorneys' fees and expenses) within five (5) Business Days of delivery by the Payor to the Required Party of an invoice for the amount due, accompanied by evidence of payment and a statement detailing amounts paid and describing in reasonable detail the particulars relating thereto. If and to the extent any Specified Separation Taxes are determined regarding the failure of the Intended Tax Treatment, the Party allocated responsibility for Tax-Related Losses associated with such Specified Separation Taxes under Section 2.1 of this Agreement shall pay such Tax-Related Losses to HHH (if such responsible Party is Seaport Entertainment) or Seaport Entertainment (if such responsible Party is HHH) within five (5) days after written demand therefor. Notwithstanding the foregoing, if HHH or Seaport Entertainment disputes in good faith the fact or the amount of its obligation hereunder, then no payment of the amount in dispute shall be required until any such good faith dispute is resolved; *provided*, *however*, that any amount not paid by the due date otherwise provided in this Article IV shall bear interest from such due date computed at the Prime Rate plus one and one-half percent (1.5%) or the maximum rate permitted by Law, whichever is less.

(b) All indemnification payments to be made by HHH or Seaport Entertainment under this Agreement shall be made by HHH directly to Seaport Entertainment and by Seaport Entertainment directly to HHH; *provided*, *however*, that if HHH and Seaport Entertainment mutually agree for administrative convenience with respect to any such indemnification payment, any member of the HHH Group, on the one hand, may make such indemnification payment to any member of the Seaport Entertainment Group, on the other hand, and vice versa.

ARTICLE V.
TAX BENEFITS

5.1 **Tax Refunds**. HHH shall be entitled (subject to the limitations provided in Section 3.5 of this Agreement) to any refund (and any interest thereon received from the applicable Tax Authority) of Taxes for which HHH is liable hereunder, and Seaport Entertainment shall be entitled (subject to the limitations provided in Section 3.5 of this Agreement) to any refund (and any interest thereon received from the applicable Tax Authority) of Taxes for which Seaport Entertainment is liable hereunder.

ARTICLE VI.
INTENDED TAX TREATMENT

6.1 **Restrictions on Members of the Seaport Entertainment Group**.

(a) Except as otherwise provided in Section 6.5(b), Seaport Entertainment will not, and will not permit any other member of the Seaport Entertainment Group to, take or fail to take, as applicable, (i) any action where such action or failure to act would be inconsistent with or cause to be untrue any statement, information, covenant or representation in the Tax Materials, (ii) any action where such action or failure to act could reasonably be expected to adversely affect the Intended Tax Treatment or (iii) any position on a Tax Return which could reasonably be expected to adversely affect any member of the HHH Group.

(b) Seaport Entertainment and each other member of the Seaport Entertainment Group agrees that, from the Distribution Date until the first Business Day after the two-year anniversary of the Distribution Date:

(i) Seaport Entertainment will continue and cause to be continued the Active Trade or Business of the Seaport Entertainment SAG;

(ii) Seaport Entertainment will not, nor will it agree to, merge, consolidate or amalgamate with any other Person, unless, in the case of a merger or consolidation, Seaport Entertainment is the survivor of the merger or consolidation;

(iii) Seaport Entertainment will not in a single transaction or series of transactions sell, transfer or otherwise dispose of (including any transaction treated for U.S. federal Income Tax purposes as a sale, transfer or disposition), or permit any other member of the Seaport Entertainment Group to sell, transfer or otherwise dispose of, thirty percent (30%) or more of the gross assets of the Active Trade or Business (such percentage to be measured based on fair market value as of the Distribution Date), in each case other than (A) sales, transfers or other dispositions of assets in the ordinary course of business, (B) any cash paid to acquire assets from an unrelated Person in an arm's-length transaction, (C) any assets transferred to a Person that is disregarded as an entity separate from the transferor for U.S. federal Income Tax purposes, (D) any mandatory or optional repayment (or pre-payment) of any indebtedness of Seaport Entertainment or any member of the Seaport Entertainment Group, or (E) any sales, transfers or other dispositions of assets within the Seaport Entertainment SAG;

(iv) Seaport Entertainment will not redeem or otherwise repurchase (directly or through an Affiliate) any stock, or rights to acquire stock, of Seaport Entertainment, except (A) to the extent such repurchases satisfy Section 4.05(1)(b) of Revenue Procedure 96-30 (as in effect prior to the amendment of such Revenue Procedure by Revenue Procedure 2003-48), (B) to the extent reasonably necessary to pay the total tax liability arising from the vesting of a Seaport Entertainment Equity Award, or (C) through a net exercise of a Seaport Entertainment Equity Award; and

(v) Seaport Entertainment will not amend, or permit any other member of the Seaport Entertainment Group to amend, its certificate of incorporation (or other organizational documents), or take any other action, whether through a stockholder vote or otherwise, affecting the voting rights of Capital Stock of Seaport Entertainment (including, without limitation, through the conversion of one class of Capital Stock of Seaport Entertainment into another class of Capital Stock of Seaport Entertainment);

unless prior to taking any such action set forth in the foregoing clauses (i) through (v), (A) Seaport Entertainment shall have obtained a ruling from the IRS to the effect that a transaction will not affect the Intended Tax Treatment (a "***Post-Distribution Ruling***"), and HHH shall have received such a Post-Distribution Ruling in form and substance satisfactory to HHH in its reasonable discretion, which discretion shall be exercised in good faith solely to preserve the Intended Tax Treatment, (B) Seaport Entertainment shall have provided HHH with an Unqualified Tax Opinion in form and substance satisfactory to HHH in its reasonable discretion (and in determining whether an opinion is satisfactory, HHH may consider, among other factors, the appropriateness of any underlying assumptions and management's representations if used as a basis for the opinion) or (C) HHH shall have waived the requirement to obtain such Post-Distribution Ruling or Unqualified Tax Opinion.

6.2 **Restrictions on Members of the HHH Group**. HHH will not, and will not permit any other member of the HHH Group to, take or fail to take, as applicable, any action where such action or failure to act would be inconsistent with or cause to be untrue any statement, information, covenant or representation in the Tax Materials. HHH agrees that it will not take or fail to take, or permit any member of the HHH Group, as the case may be, to take or fail to take, any action where such action or failure to act could reasonably be expected to adversely affect the Intended Tax Treatment; *provided, however*, that neither HHH nor any member of the HHH Group shall be prohibited from taking or failing to take any action solely because such action or failure to act could result in the Seaport Entertainment Stock distributed in the Distribution not being treated as "qualified property" for purposes of Section 355(c)(2) or Section 361(c)(2) of the Code pursuant to Section 355(e)(1) of the Code.

6.3 **Procedures Regarding Opinions and Post-Distribution Rulings**.

(a) If Seaport Entertainment notifies HHH that it desires to take one of the actions described in Section 6.1(b) of this Agreement (a "***Notified Action***"), HHH shall cooperate with Seaport Entertainment and use its commercially reasonable efforts to seek to obtain a Post-Distribution Ruling or Unqualified Tax Opinion for the purpose of permitting Seaport Entertainment to take the Notified Action unless HHH shall have waived the requirement to obtain such Post-Distribution Ruling or Unqualified Tax Opinion. If such a Post-Distribution Ruling is to be sought, HHH shall apply for such Post-Distribution Ruling and HHH and Seaport Entertainment shall jointly control the process of obtaining such Post-Distribution Ruling. In no event shall HHH be required to file any request for a Post-Distribution Ruling under this Section 6.3(a) unless Seaport Entertainment represents that (A) it has read such request, and (B) all information and representations, if any, relating to any member of the Seaport Entertainment Group, contained in such request documents are (subject to any qualifications therein) true, correct and complete. Seaport Entertainment shall reimburse HHH for all reasonable costs and expenses incurred by the HHH Group in connection with such cooperation within thirty (30) Business Days after receiving an invoice from HHH therefor.

(b) HHH shall have the right to obtain a Post-Distribution Ruling or tax opinion at any time in its sole and absolute discretion. If HHH determines to obtain a Post-Distribution Ruling or tax opinion, Seaport Entertainment shall (and shall cause its Affiliates to) cooperate with HHH and take any and all actions reasonably requested by HHH in connection with obtaining the Post-Distribution Ruling or tax opinion (including, without limitation, by making any reasonable representation or covenant or providing any materials or information requested by the IRS or any Tax Advisor). HHH shall reimburse Seaport Entertainment for all reasonable costs and expenses incurred by the Seaport Entertainment Group in connection with such cooperation within thirty (30) Business Days after receiving an invoice from Seaport Entertainment therefor.

(c) Following the Effective Time, Seaport Entertainment shall not, and shall not permit any of its Affiliates to, seek any guidance from the IRS or any other Tax Authority (whether written, verbal or otherwise) at any time concerning the Separation or Distribution (including the impact of any transaction on the Intended Tax Treatment) without obtaining HHH's prior written consent, such consent not to be unreasonably withheld, conditioned or delayed.

6.4 **Liability for Specified Separation Taxes and Tax-Related Losses**.

(a) In the event that Specified Separation Taxes are incurred pursuant to a Final Determination or the filing of a Tax Return in accordance with clause (ii) of Section 3.3(c) of this Agreement that is inconsistent with the Intended Tax Treatment, then, notwithstanding anything in this Agreement to the contrary:

(i) except as otherwise provided in Section 6.4(a)(iv), if such Specified Separation Taxes are attributable to a Seaport Entertainment Disqualifying Act, then Seaport Entertainment shall be responsible for such Specified Separation Taxes and corresponding Tax-Related Losses;

(ii) if such Specified Separation Taxes are attributable to an HHH Disqualifying Act, then HHH shall be responsible for such Specified Separation Taxes and corresponding Tax-Related Losses;

(iii) except as otherwise provided in Section 6.4(a)(iv), if such Specified Separation Taxes are attributable to both an HHH Disqualifying Act and a Seaport Entertainment Disqualifying Act, or are not attributable to either an HHH Disqualifying Act or a Seaport Entertainment Disqualifying Act, then responsibility for such Specified Separation Taxes and corresponding Tax-Related Losses shall be shared fifty percent (50%) by HHH and fifty percent (50%) by Seaport Entertainment;

(iv) if such Specified Separation Taxes are incurred solely as a result of Seaport Entertainment Stock distributed in the Distribution not being treated as "qualified property" for purposes of Section 355(c)(2) or Section or 361(c)(2) of the Code pursuant to Section 355(e)(1) of the Code then HHH shall be responsible for such Specified Separation Taxes and corresponding Tax-Related Losses; *provided, however*, that HHH shall not be liable for any such Specified Separation Taxes or corresponding Tax-Related Losses to the extent attributable to a breach of any of Seaport Entertainment's covenants in this Agreement, the Separation Agreement or any Ancillary Agreement.

(b) Seaport Entertainment shall pay HHH the amount of any Specified Separation Taxes for which Seaport Entertainment is responsible under this Section 6.4 that are incurred as a

result of a Final Determination or the filing of a Tax Return described in Section 3.3(c)(ii) of this Agreement no later than five (5) Business Days after the date of such Final Determination or the date such Tax Return is filed.

6.5 **Proposed Acquisition Transactions**.

(a) Unless HHH has previously notified Seaport Entertainment that HHH has taken a Non-Qualified Property Distribution Position, Seaport Entertainment will provide a written notice to HHH within five (5) Business Days of becoming aware of any Proposed Acquisition Transaction occurring on or before the two-year anniversary of the Distribution Date, which notice shall describe in reasonable detail the particulars of such Proposed Acquisition Transaction. Within five (5) Business Days of the end of each fiscal quarter ending on or before the earlier of the two-year anniversary of the Distribution Date or the date on which Seaport Entertainment receives notice that HHH has taken a Non-Qualified Property Distribution Position, Seaport Entertainment shall send to HHH a written confirmation that it is not aware of any Proposed Acquisition Transaction occurring in such fiscal quarter other than Proposed Acquisition Transactions of which HHH has been notified pursuant to the preceding sentence. To the extent Seaport Entertainment or any other member of the Seaport Entertainment Group has the right to prohibit any Proposed Acquisition Transaction that could reasonably be expected to result in Seaport Entertainment Stock not being treated as "qualified property" for purposes of Section 355(c)(2) or Section 361(c)(2) of the Code pursuant to Section 355(e)(1) of the Code, Seaport Entertainment shall not permit such Proposed Acquisition Transaction to occur (whether by (i) redeeming rights under a shareholder rights plan, (ii) finding a tender offer to be a "permitted offer" under any such plan or otherwise causing any such plan to be inapplicable or neutralized with respect to any Proposed Acquisition Transaction, (iii) approving any Proposed Acquisition Transaction, whether for purposes of Section 203 of the General Corporation Law of the State of Delaware or any similar corporate statute, any "fair price" or other provision of the charter or bylaws of Seaport Entertainment, (iv) amending its certificate of incorporation to declassify its board of directors or approving any such amendment, or (v) otherwise) until HHH and Seaport Entertainment, working together diligently and in good faith, have made commercially reasonable efforts to identify and effectuate alternatives to such Proposed Acquisition Transaction that could not reasonably be expected to materially adversely affect either Group, including by resulting in a failure of the Intended Tax Treatment.

(b) Notwithstanding anything in this Agreement to the contrary, the restrictions imposed in Section 6.1 of this Agreement shall not prohibit Seaport Entertainment or any member of the Seaport Entertainment Group from taking or failing to take any action, including the issuance and acquisition of Seaport Entertainment Stock pursuant to the Seaport Entertainment Rights Offering or the Seaport Entertainment Rights Offering Backstop Agreement, solely because such action or failure to act could (taken either alone or together with

other acquisitions of Seaport Entertainment Stock) result in the Seaport Entertainment Stock distributed in the Distribution not being treated as "qualified property" for purposes of Section 355(c)(2) or Section 361(c)(2) of the Code pursuant to Section 355(e)(1) of the Code.

ARTICLE VII.
ASSISTANCE AND COOPERATION

7.1 **Assistance and Cooperation**.

(a) Each of HHH and Seaport Entertainment shall cooperate (and shall cause their respective Affiliates to cooperate) with each other and with each other's agents, including accounting firms and legal counsel, in connection with Tax matters relating to their respective Groups and their Affiliates, including (i) preparation and filing of Tax Returns, (ii) determining the liability for and amount of any Taxes due (including estimated Taxes) or the right to and amount of any refund of Taxes, (iii) examinations of Tax Returns, and (iv) any administrative or judicial proceeding in respect of Taxes assessed or proposed to be assessed. Such cooperation shall include making all information and documents in their possession relating to the other Group and its Affiliates reasonably available to such other Group as provided in Article VIII of this Agreement. Each of HHH and Seaport Entertainment shall also make available to one another, as reasonably requested and available, personnel (including officers, directors, employees and agents of them or the members of their respective Groups) responsible for preparing, maintaining, and interpreting information and documents relevant to Taxes, and personnel reasonably required as witnesses or for purposes of providing information or documents in connection with any administrative or judicial proceedings relating to Taxes. Seaport Entertainment shall cooperate (and shall cause the members of its Group to cooperate) with HHH and take any and all actions reasonably requested by HHH in connection with the Tax Advice (including, without limitation, by making any new representation or covenant, confirming any previously made representation or covenant or providing any materials or information requested by any Tax Advisor; *provided*, *however*, that neither Seaport Entertainment nor any other member of the Seaport Entertainment Group shall be required to make or confirm any representation or covenant that is inconsistent with historical facts or as to future matters or events over which it has no control).

(b) Any information or documents provided under this Agreement shall be kept confidential by the Party receiving the information or documents, except as may otherwise be necessary in connection with the filing of Tax Returns or in connection with any administrative or judicial proceedings relating to Taxes. In addition, in the event that any Party determines that the provision of any information or documents to any other Party or its Affiliates, could be commercially detrimental, violate any Law or agreement or waive any Privilege, the Parties shall

use commercially reasonable efforts to permit each other's compliance with its obligations under this Article VII in a manner that avoids any such harm or consequence.

7.2 **Tax Return Information**. HHH and Seaport Entertainment acknowledge that time is of the essence in relation to any request for information, assistance or cooperation made pursuant to Section 7.1 of this Agreement or this Section 7.2 and that failure to conform to the reasonable deadlines set by the Party making such request could cause irreparable harm. Each of HHH and Seaport Entertainment shall provide to the other information and documents reasonably required by the other to prepare Tax Returns, including any pro forma returns required by the Responsible Party for purposes of preparing such Tax Returns. Any information or documents the Responsible Party requires to prepare such Tax Returns shall be provided in such form as the Responsible Party reasonably requests and at or prior to the time reasonably specified by the Responsible Party so as to enable the Responsible Party to file such Tax Returns on a timely basis.

7.3 **Reliance by HHH**. If any member of the Seaport Entertainment Group supplies information to a member of the HHH Group in connection with a Tax liability and an officer of a member of the HHH Group signs a statement or other document under penalties of perjury in reliance upon the accuracy of such information, then upon the written request of such member of the HHH Group identifying the information being so relied upon, the chief financial officer of Seaport Entertainment (or any officer of Seaport Entertainment as designated by the chief financial officer of Seaport Entertainment) shall certify in writing that to his or her knowledge (based upon consultation with appropriate employees) the information so supplied is accurate and complete. Seaport Entertainment agrees to indemnify and hold harmless each member of the HHH Group and its directors, officers and employees from and against any fine, penalty or other cost or expense of any kind attributable to a member of the Seaport Entertainment Group having supplied, pursuant to this Article VII, a member of the HHH Group with inaccurate or incomplete information in connection with a Tax liability.

7.4 **Reliance by Seaport Entertainment**. If any member of the HHH Group supplies information to a member of the Seaport Entertainment Group in connection with a Tax liability and an officer of a member of the Seaport Entertainment Group signs a statement or other document under penalties of perjury in reliance upon the accuracy of such information, then upon the written request of such member of the Seaport Entertainment Group identifying the information being so relied upon, the chief financial officer of HHH (or any officer of HHH as designated by the chief financial officer of HHH) shall certify in writing that to his or her knowledge (based upon consultation with appropriate employees) the information so supplied is accurate and complete. HHH agrees to indemnify and hold harmless each member of the Seaport Entertainment Group and its directors, officers and employees from and against any fine, penalty or other cost or expense of any kind attributable to a member of the HHH Group having

supplied, pursuant to this Article VII, a member of the Seaport Entertainment Group with inaccurate or incomplete information in connection with a Tax liability.

7.5 **Other Separation Taxes**. Seaport Entertainment shall (and shall cause its Affiliates to) reasonably cooperate with HHH to correct any errors in the chronology or completion of any transactions intended to facilitate, or otherwise effectuated in connection with, the Separation, and take any and all commercially reasonable actions requested by HHH to minimize any Other Separation Taxes.

ARTICLE VIII.
TAX RECORDS

8.1 **Retention of Tax Records**. Each of HHH and Seaport Entertainment shall preserve and keep all Tax Records exclusively relating to the assets and activities of its Group for Pre-Distribution Periods, and HHH shall preserve and keep all other Tax Records relating to Taxes of the HHH Group and Seaport Entertainment Group for Pre-Distribution Periods, for so long as the contents thereof may be or become material in the administration of any matter under the Code or other applicable Tax Law, but in any event until the later of (i) the expiration of any applicable statutes of limitations, or (ii) seven (7) years after the Distribution Date (such later date, the "***Retention Date***"). After the Retention Date, each of HHH and Seaport Entertainment may dispose of such Tax Records upon sixty (60) Business Days' prior written notice to the other. If, prior to the Retention Date, (a) HHH or Seaport Entertainment reasonably determines that any Tax Records which it would otherwise be required to preserve and keep under this Article VIII are no longer material in the administration of any matter under the Code or other applicable Tax Law and the other agrees, then such first Party may dispose of such Tax Records upon sixty (60) Business Days' prior notice to the other. Any notice of an intent to dispose given pursuant to this Section 8.1 shall include a list of the Tax Records to be disposed of describing in reasonable detail each file, book, or other record accumulation being disposed. The notified Party shall have the opportunity, at their cost and expense, to copy or remove, within such sixty (60) Business Day period, all or any part of such Tax Records. If, at any time prior to the Retention Date, HHH or Seaport Entertainment (or any member of their respective Groups) determines to decommission or otherwise discontinue any computer program or information technology system used to access or store any Tax Records, then such program or system may be decommissioned or discontinued upon ninety (90) Business Days' prior notice to the other, which shall have the opportunity, at its cost and expense, to copy, within such ninety (90) Business Day period, all or any part of the underlying data relating to the Tax Records accessed by or stored on such program or system.

8.2 **Access to Tax Records**. HHH and Seaport Entertainment and the members of their respective Groups) shall make available to each other for inspection and copying during

normal business hours upon reasonable notice all Tax Records (and, for the avoidance of doubt, any pertinent underlying data accessed or stored on any computer program or information technology system) in their possession pertaining to (i) in the case of any Tax Return of the HHH Group, the portion of such return that relates to Taxes for which the Seaport Entertainment Group may be liable pursuant to this Agreement or (ii) in the case of any Tax Return of the Seaport Entertainment Group, the portion of such return that relates to Taxes for which the HHH Group may be liable pursuant to this Agreement, and shall permit the other Party and its Affiliates, authorized agents and representatives and any representative of a Tax Authority or other Tax auditor direct access, at the cost and expense of the requesting Party, during normal business hours upon reasonable notice to any computer program or information technology system used to access or store any Tax Records, in each case to the extent reasonably required by the other Party in connection with the preparation of Tax Returns or financial accounting statements, audits, litigation, or the resolution of items under this Agreement.

8.3 **Preservation of Privilege**. The Parties and their respective Affiliates shall not provide access to, copies of, or otherwise disclose to any Person any documentation relating to Taxes existing prior to the Distribution Date to which Privilege may reasonably be asserted without the prior written consent of the other Party, such consent not to be unreasonably withheld, conditioned or delayed.

ARTICLE IX.
TAX CONTESTS

9.1 **Notice**. Each Party shall provide prompt notice to another Party of any written communication from a Tax Authority regarding any pending Tax audit, assessment or proceeding or other Tax Contest of which it becomes aware (i) related to Taxes for Tax Periods for which it is indemnified by such other Party hereunder or for which it may be required to indemnify such other Party hereunder, (ii) relating to a Tax Return that could reasonably be expected to materially adversely affect such other Party or any member of its Group, or (iii) otherwise relating to the Intended Tax Treatment, the Distribution or the Separation (including the resolution of any Tax Contest relating thereto). Such notice shall attach copies of the pertinent portion of any written communication from a Tax Authority and contain factual information (to the extent known) describing any asserted Tax liability in reasonable detail and shall be accompanied by copies of any notice and other documents received from any Tax Authority in respect of any such matters. If an indemnified Party has knowledge of an asserted Tax liability with respect to a matter for which it is to be indemnified hereunder and such Party fails to give the indemnifying Party prompt notice of such asserted Tax liability and the indemnifying Party is entitled under this Agreement to contest the asserted Tax liability, then (x) to the extent the indemnifying Party is precluded from contesting the asserted Tax liability in any forum as a result of the failure to give prompt notice, the indemnifying Party shall have no

obligation to indemnify the indemnified Party for any Taxes arising out of such asserted Tax liability, and (y) to the extent the indemnifying Party is not precluded from contesting the asserted Tax liability in any forum, but such failure to give prompt notice results in a material monetary detriment to the indemnifying Party, then any amount that the indemnifying Party is otherwise required to pay the indemnified Party pursuant to this Agreement shall be reduced by the amount of such detriment.

9.2 **Control of Tax Contests**.

(a) *HHH Control*. Notwithstanding anything in this Agreement to the contrary, HHH shall have the right to control any Tax Contest with respect to any Tax matters relating to (i) a Joint Return, (ii) an HHH Separate Return, (iii) a Seaport Entertainment Separate Return with respect to a Pre-Distribution Period (including a Straddle Period), (iv) the Intended Tax Treatment, (v) Specified Separation Taxes and (vi) Other Separation Taxes. Subject to Section 9.2(c) and Section 9.2(d) of this Agreement, HHH shall have absolute discretion with respect to any decisions to be made, or the nature of any action to be taken, with respect to any such Tax Contest.

(b) *Seaport Entertainment Control.* Except as otherwise provided in this Section 9.2, Seaport Entertainment shall have the right to control any Tax Contest with respect to any Seaport Entertainment Separate Return. Subject to Section 9.2(c) and Section 9.2(d) of this Agreement, Seaport Entertainment shall have (i) reasonable discretion, after consultation with HHH, with respect to any decisions to be made, or the nature of any action to be taken, with respect to any such Tax Contest relating to a Seaport Entertainment Separate Return that could reasonably be expected to materially adversely affect any member of the HHH Group, and (ii) absolute discretion with respect to any decisions to be made, or the nature of any action to be taken, with respect to any other such Tax Contest.

(c) *Settlement Rights*. The Controlling Party shall have the sole right to contest, litigate, compromise and settle any Tax Contest without obtaining the prior consent of the Non-Controlling Party; *provided*, *however*, that to the extent any such Tax Contest (i) could give rise to a claim for indemnity by the Controlling Party or its Affiliates against the Non-Controlling Party or its Affiliates under this Agreement, or (ii) is with respect to a Seaport Entertainment Separate Return that could reasonably be expected to materially adversely affect any member of the HHH Group, then the Controlling Party shall not settle any such Tax Contest without the Non-Controlling Party's prior written consent (which consent may not be unreasonably withheld, conditioned, or delayed and, in the case of a Tax Contest relating to Specified Separation Taxes, must take into account the reasonable likelihood of success of such Tax Contest on its merits without regard to the ability of Seaport Entertainment to pay). Subject to Section 9.2(e) of this Agreement, and unless waived by the Parties in writing, in connection with any potential

adjustment in a Tax Contest as a result of which adjustment the Non-Controlling Party may reasonably be expected to become liable to make any indemnification payment to the Controlling Party under this Agreement: (I) the Controlling Party shall keep the Non-Controlling Party reasonably informed in a timely manner of all actions taken or proposed to be taken by the Controlling Party with respect to such potential adjustment in such Tax Contest; (II) the Controlling Party shall timely provide the Non-Controlling Party copies of any written materials relating to such potential adjustment in such Tax Contest received from any Tax Authority; (III) the Controlling Party shall timely provide the Non-Controlling Party with copies of any correspondence or filings submitted to any Tax Authority or judicial authority in connection with such potential adjustment in such Tax Contest; (IV) the Controlling Party shall consult with the Non-Controlling Party and offer the Non-Controlling Party a reasonable opportunity to comment before submitting any written materials prepared or furnished in connection with such potential adjustment in such Tax Contest; and (V) the Controlling Party shall defend such Tax Contest diligently and in good faith. The failure of the Controlling Party to take any action specified in the preceding sentence with respect to the Non-Controlling Party shall not relieve the Non-Controlling Party of any liability and/or obligation which it may have to the Controlling Party under this Agreement except to the extent that the Non-Controlling Party was actually harmed by such failure, and in no event shall such failure relieve the Non-Controlling Party from any other liability or obligation which it may have to the Controlling Party. In the case of any Tax Contest described in this Article IX, "***Controlling Party***" means the Party entitled to control the Tax Contest under such Section and "***Non-Controlling Party***" means (x) HHH if Seaport Entertainment is the Controlling Party and (y) Seaport Entertainment if HHH is the Controlling Party.

(d) *Tax Contest Participation*. Subject to Section 9.2(e) of this Agreement, and unless waived by the Parties in writing, the Controlling Party shall provide the Non-Controlling Party with written notice reasonably in advance of, and the Non-Controlling Party shall have the right to attend, any formally scheduled meetings with Tax Authorities or hearings or proceedings before any judicial authorities in connection with any potential adjustment in a Tax Contest (i) pursuant to which the Non-Controlling Party may reasonably be expected to become liable to make any indemnification payment to the Controlling Party under this Agreement or (ii) that is with respect to a Seaport Entertainment Separate Return that could reasonably be expected to materially adversely affect any member of the HHH Group. The failure of the Controlling Party to provide any notice specified in this Section 9.2(d) to the Non-Controlling Party shall not relieve the Non-Controlling Party of any liability or obligation which it may have to the Controlling Party under this Agreement except to the extent that the Non-Controlling Party was actually harmed by such failure, and in no event shall such failure relieve the Non-Controlling Party from any other liability or obligation which it may have to the Controlling Party.

(e) *Joint Returns*. Notwithstanding anything in this Article IX to the contrary, in the case of a Tax Contest related to a Joint Return, the rights of Seaport Entertainment and its Affiliates under Section 9.2(c) and Section 9.2(d) of this Agreement shall be limited in scope to the portion of such Tax Contest relating to Taxes for which Seaport Entertainment may reasonably be expected to become liable to make any indemnification payment to HHH under this Agreement.

(f) *Power of Attorney*. Each member of the Seaport Entertainment Group shall execute and deliver to HHH (or such member of the HHH Group as HHH shall designate) any power of attorney or other similar document reasonably requested by HHH (or such designee) in connection with any Tax Contest (as to which HHH is the Controlling Party) described in this Article IX. Each member of the HHH Group shall execute and deliver to Seaport Entertainment (or such member of the Seaport Entertainment Group as Seaport Entertainment shall designate) any power of attorney or other similar document reasonably requested by Seaport Entertainment (or such designee) in connection with any Tax Contest (as to which Seaport Entertainment is the Controlling Party) described in this Article IX.

ARTICLE X.
SURVIVAL OF OBLIGATIONS

The representations, warranties, covenants and agreements set forth in this Agreement shall be unconditional and absolute and shall remain in effect without limitation as to time.

ARTICLE XI.
TAX TREATMENT OF PAYMENTS

11.1 **General Rule**. Unless otherwise required by applicable Law, the Parties will treat any indemnity payment made pursuant to this Agreement, the Separation Agreement or any Ancillary Agreement by HHH to Seaport Entertainment, or vice versa, in the same manner as if such payment were a non-taxable distribution or capital contribution, as the case may be, made immediately prior to the Distribution, except to the extent that HHH and Seaport Entertainment treat a payment as the settlement of an intercompany liability; *provided*, *however*, that any such payment that is made or received by a Person other than HHH or Seaport Entertainment, as the case may be, shall be treated as if made or received by the payor or the recipient as agent for HHH or Seaport Entertainment, in each case as appropriate.

11.2 **Interest**. Anything herein or in the Separation Agreement to the contrary notwithstanding, to the extent one Party makes a payment of interest to the other Party under this Agreement with respect to the period from the date that the Party receiving the interest payment made a payment of Tax to a Tax Authority to the date that the Party making the interest payment

reimbursed the Party receiving the interest payment for such Tax payment, the interest payment shall be treated as interest expense to the Party making such payment (deductible to the extent provided by Law) and as interest income by the Party receiving such payment (includible in income to the extent provided by Law). The amount of the payment shall not be adjusted to take into account any associated Tax Benefit to the Party making such payment or increase in Tax to the Party receiving such payment.

ARTICLE XII.
GROSS-UP OF INDEMNIFICATION PAYMENTS

Except to the extent provided in Article XI of this Agreement, any Tax indemnity payment made by a Party under this Agreement shall be increased as necessary so that after making all payments in respect to Taxes imposed on or attributable to such indemnity payment, the recipient Party receives an amount equal to the sum it would have received had no such Taxes been imposed.

ARTICLE XIII.
MISCELLANEOUS

13.1 **Counterparts; Entire Agreement; Corporate Power**.

(a) This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement, and shall become effective when one or more counterparts have been signed by each Party and delivered to each other Party. The exchange of a fully executed Agreement (in counterparts or otherwise) by facsimile, electronic mail (including.pdf, DocuSign or other electronic signature) or other transmission method shall be deemed to have been duly and validly delivered and shall be sufficient to bind the Parties to the terms and conditions of this Agreement.

(b) This Agreement and the exhibit hereto contain the entire agreement between the Parties with respect to the subject matter hereof, supersedes all previous agreements, negotiations, discussions, writings, understandings, commitments and conversations with respect to such subject matter and there are no agreements or understandings between the Parties with respect to such subject matter other than those set forth or referred to herein or therein. If there is a conflict between any provision of the Separation Agreement or of any Ancillary Agreement, on the one hand, and this Agreement, on the other hand, and such provisions relate to matters addressed by this Agreement, this Agreement shall control.

(c) HHH represents on behalf of itself and each other member of the HHH Group, and Seaport Entertainment represents on behalf of itself and each other member of the Seaport Entertainment Group, as follows:

(i) each such Person has the requisite corporate or other power and authority and has taken all corporate or other action necessary in order to execute, deliver and perform this Agreement and to consummate the transactions contemplated hereby; and

(ii) this Agreement has been or will be duly executed and delivered by it and constitutes or will constitute a valid and binding agreement of it enforceable in accordance with the terms thereof.

13.2 **Governing Law**. This Agreement (and any claims or Disputes arising out of or related hereto or to the transactions contemplated hereby or to the inducement of any Party to enter herein, whether for breach of contract, tortious conduct or otherwise and whether predicated on common law, statute or otherwise) shall be governed by and construed and interpreted in accordance with the Laws of the State of New York, irrespective of the choice of laws principles of the State of New York, including all matters of validity, construction, effect, enforceability, performance and remedies.

13.3 **Assignability**. This Agreement shall be binding upon and inure to the benefit of the other Party and their respective successors and permitted assigns; *provided*, *however*, that no Party may assign its respective rights or delegate its respective obligations under this Agreement without the express prior written consent of the other Party. Notwithstanding the foregoing, no such consent shall be required for the assignment of a Party's rights and obligations under this Agreement in whole in connection with a change of control of a Party so long as the resulting, surviving or transferee Person assumes all the obligations of the relevant Party by operation of Law or pursuant to an agreement in form and substance reasonably satisfactory to the other Party. Nothing herein is intended to, or shall be construed to, prohibit either Party or any member of its Group from being party to or undertaking a change of control.

13.4 **Third-Party Beneficiaries**. Except for the provisions of Section 5.1(d) of the Separation Agreement as to directors and officers of the HHH Group and the Seaport Entertainment Group: (a) the provisions of this Agreement are solely for the benefit of the Parties and are not intended to confer upon any Person (including, without limitation, any shareholders of HHH or shareholders of Seaport Entertainment) except the Parties hereto any rights or remedies hereunder; and (b) there are no third-party beneficiaries of this Agreement and neither this Agreement, the Separation Agreement, nor any Ancillary Agreement shall provide any third Person (including, without limitation, any shareholders of HHH or shareholders of Seaport

Entertainment) with any remedy, claim, liability, reimbursement, claim of action or other right in excess of those existing without reference to this Agreement.

13.5 **Notices**. All notices, requests, claims, demands or other communications under this Agreement shall be in writing and shall be given or made (and shall be deemed to have been duly given or made upon receipt) by delivery in person, by overnight courier service, by email with receipt confirmed, or by registered or certified mail (postage prepaid, return receipt requested) to the respective Parties at the following addresses (or at such other address for a Party as shall be specified in a notice given in accordance with this Section 13.5):

If to HHH, to:

Howard Hughes Holdings Inc.
9950 Woodloch Forest Drive, Suite 1100
The Woodlands, TX 77380
Attention: Carlos Olea
Email:

with a copy (which shall not constitute notice) to:

Latham & Watkins LLP
355 South Grand Avenue, Suite 100
Los Angeles, CA 90071-1560
Attention: Julian Kleindorfer; Abigail Smith
Email:

If to Seaport Entertainment, to:

Seaport Entertainment Group Inc.
199 Water Street, 28th Floor
New York, NY 10038
Attention: Anton Nikodemus
Email:

Any Party may, by notice to the other Party, change the address and contact person to which any such notices are to be given.

13.6 **Severability**. If any provision of this Agreement or the application thereof to any Person or circumstance is determined by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions hereof, or the application of such provision to Persons or circumstances or in jurisdictions other than those as to which it has been held invalid or unenforceable, shall remain in full force and effect and shall in no way be affected, impaired or

invalidated thereby. Upon such determination, the Parties shall negotiate in good faith in an effort to agree upon such a suitable and equitable provision to effect the original intent of the Parties.

13.7 **Force Majeure**. No Party shall be deemed in default of this Agreement or, unless otherwise provided therein, the Separation Agreement or any other Ancillary Agreement for any delay or failure to fulfill any obligation, other than a delay or failure to make a payment, so long as and to the extent to which any delay or failure in the fulfillment of such obligations is prevented, frustrated, hindered or delayed as a consequence of circumstances of Force Majeure. In the event of any such excused delay, the time for performance shall be extended for a period equal to the time lost by reason of the delay. A Party claiming the benefit of this provision shall, as soon as reasonably practicable after the occurrence of any such event, (a) provide written notice to the other Party of the nature and extent of any such Force Majeure condition; and (b) use commercially reasonable efforts to remove any such causes and resume performance under this Agreement, the Separation Agreement and the other Ancillary Agreements, as applicable, as soon as reasonably practicable.

13.8 **Headings**. The article, section and paragraph headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

13.9 **Survival of Covenants**. Except as expressly set forth in this Agreement, the Separation Agreement, or any other Ancillary Agreement, the covenants, representations and warranties contained in this Agreement, the Separation Agreement, and the other Ancillary Agreements, and liability for the breach of any obligations contained herein or therein, shall survive the Separation and the Distribution and shall remain in full force and effect in accordance with their terms.

13.10 **Waivers of Default**. Waiver by a Party of any default by the other Party of any provision of this Agreement shall not be deemed a waiver by the waiving Party of any subsequent or other default, nor shall it prejudice the rights of the other Party. No failure or delay by a Party in exercising any right, power or privilege under this Agreement shall operate as a waiver thereof nor shall a single or partial exercise thereof prejudice any other or further exercise thereof or the exercise of any other right, power or privilege.

13.11 **Dispute Resolution**. Any and all disputes, controversies and claims arising hereunder, including with respect to the validity, interpretation, performance, breach or termination of this Agreement shall be resolved through the procedures provided in Article IV of the Separation Agreement.

13.12 **Amendments**. No provisions of this Agreement, the Separation Agreement or any other Ancillary Agreement shall be deemed waived, amended, supplemented or modified by a Party, unless such waiver, amendment, supplement or modification is in writing and signed by the authorized representative of the Party against whom such waiver, amendment, supplement or modification is sought to be enforced.

13.13 **Construction**. This Agreement shall be construed as if jointly drafted by the Parties and no rule of construction or strict interpretation shall be applied against either Party. The Parties represent that this Agreement is entered into with full consideration of any and all rights which the Parties may have. The Parties have conducted such investigations they thought appropriate, and have consulted with such advisors as they deemed appropriate regarding this Agreement and their rights and asserted rights in connection therewith. The Parties are not relying upon any representations or statements made by the other Party, or such other Party's employees, agents, representatives or attorneys, regarding this Agreement, except to the extent such representations are expressly set forth or incorporated in this Agreement or the Separation Agreement. The Parties are not relying upon a legal duty, if one exists, on the part of the other Party (or such other Party's employees, agents, representatives or attorneys) to disclose any information in connection with the execution of this Agreement or their preparation, it being expressly understood that neither Party shall ever assert any failure to disclose information on the part of the other Party as a ground for challenging this Agreement.

13.14 **Performance**. Each Party shall cause to be performed, and hereby guarantees the performance of, all actions, agreements and obligations set forth herein to be performed by any Subsidiary or controlled Affiliate of such Party.

13.15 **Limited Liability**. Notwithstanding any other provision of this Agreement, no individual who is a shareholder, director, employee, officer, agent or representative of HHH or Seaport Entertainment, in such individual's capacity as such, shall have any liability in respect of or relating to the covenants or obligations of HHH or Seaport Entertainment, as applicable, under this Agreement or in respect of any certificate delivered with respect hereto and, to the fullest extent legally permissible, each of HHH and Seaport Entertainment, for itself and its respective Subsidiaries and its and their respective shareholders, directors, employees and officers, waives and agrees not to seek to assert or enforce any such liability that any such Person otherwise might have pursuant to applicable Law.

13.16 **Limitations of Liability**. NOTWITHSTANDING ANYTHING IN THIS AGREEMENT, THE SEPARATION AGREEMENT OR ANY OTHER ANCILLARY AGREEMENT TO THE CONTRARY, NEITHER SEAPORT ENTERTAINMENT NOR ITS AFFILIATES, ON THE ONE HAND, NOR HHH NOR ITS AFFILIATES, ON THE OTHER HAND, SHALL BE LIABLE UNDER THIS AGREEMENT OR ANY ANCILLARY

AGREEMENT TO THE OTHER FOR ANY INCIDENTAL CONSEQUENTIAL, SPECIAL, INDIRECT, PUNITIVE, EXEMPLARY, REMOTE, SPECULATIVE OR SIMILAR DAMAGES IN EXCESS OF COMPENSATORY DAMAGES OF THE OTHER ARISING IN CONNECTION WITH THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY (OTHER THAN ANY SUCH LIABILITY WITH RESPECT TO INDEMNIFICATION OF SUCH DAMAGES, INCLUDING ALL COSTS, EXPENSES, INTEREST, ATTORNEYS' FEES, DISBURSEMENTS AND EXPENSES OF COUNSEL, EXPERT AND CONSULTING FEES AND COSTS RELATED THERETO OR TO THE INVESTIGATION OR DEFENSE THEREOF, PAID BY AN INDEMNITEE IN RESPECT OF A THIRD-PARTY CLAIM).

[Signature Page to Follow.]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed as of the day and year first above written.

HOWARD HUGHES HOLDINGS INC.

By: _____
Name:
Title:

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed as of the day and year first above written.

SEAPORT ENTERTAINMENT GROUP INC.

By: _____
Name:
Title:

EMPLOYEE MATTERS AGREEMENT

BY AND BETWEEN

HOWARD HUGHES HOLDINGS INC.

AND

SEAPORT ENTERTAINMENT GROUP INC.

DATED AS OF , 2024

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EMPLOYEE MATTERS AGREEMENT

This EMPLOYEE MATTERS AGREEMENT (this "***Agreement***"), dated as of , 2024, is entered into by and between Howard Hughes Holdings Inc., a Delaware corporation ("***HHH***"), and Seaport Entertainment Group Inc., a Delaware corporation and wholly owned subsidiary of HHH ("***Seaport Entertainment***"). HHH and Seaport Entertainment are each a "***Party***" and are sometimes referred to herein collectively as the "***Parties***". Capitalized terms used herein and not otherwise defined shall have the respective meanings assigned to them in Article I.

R E C I T A L S

WHEREAS, HHH owns 100% of the common stock, par value $0.01 per share, of Seaport Entertainment (the "***Seaport Entertainment Stock***");

WHEREAS, the Board of Directors of HHH (the "***HHH Board***") determined on careful review and consideration that the separation of Seaport Entertainment from the rest of HHH and the establishment of Seaport Entertainment as a separate, publicly traded company to operate the Seaport Entertainment Business is in the best interests of HHH;

WHEREAS, the Board of Directors of Seaport Entertainment (the "***Seaport Entertainment Board***") determined on careful review and consideration that the separation of Seaport Entertainment from the rest of HHH and the establishment of Seaport Entertainment as a separate, publicly traded company to operate the Seaport Entertainment Business is in the best interests of Seaport Entertainment;

WHEREAS, in furtherance of the foregoing, the HHH Board has determined that it is appropriate and desirable to separate the Seaport Entertainment Business from the HHH Business (the "***Separation***") and, following the Separation, to make a distribution of the Seaport Entertainment Business to the holders of common stock of HHH (the "***HHH Stock***") on the Record Date through the distribution of all of the outstanding shares of Seaport Entertainment Stock to holders of HHH on the Record Date on a pro rata basis (the "***Distribution***"), in each case, on the terms and conditions set forth in that certain Separation and Distribution Agreement by and between HHH and Seaport Entertainment, dated as of , 2024 (the "***Separation Agreement***"); and

WHEREAS, in connection with the transactions contemplated by the Separation Agreement, the Parties are entering into this Agreement for the purpose of allocating between them assets, liabilities and responsibilities with respect to certain employee matters, to the extent that such matters are not addressed in the Separation Agreement.

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements, provisions and covenants contained in this Agreement, the Parties hereby agree as follows:

ARTICLE I.
DEFINED TERMS

1.1 **Certain Defined Terms**. As used in this Agreement, the following capitalized terms shall have the following meanings:

"***Affiliate***" has the meaning set forth in the Separation Agreement.

"***Ancillary Agreements***" has the meaning set forth in the Separation Agreement.

"***Assets***" has the meaning set forth in the Separation Agreement.

"***Benefit Commencement Date***" means the date, as applicable to each HHH Benefit Arrangement, as mutually determined by HHH and Seaport Entertainment (including pursuant to the Transition Services Agreement), after which Transferring Employees shall cease to be eligible to participate in an HHH Benefit Arrangement and on which Transferring Employees shall become eligible to participate in a corresponding Seaport Entertainment Benefit Arrangement; provided, that, unless otherwise agreed by the Parties (including as set forth in the Transition Services Agreement), in no event will the Benefit Commencement Date for any HHH Benefit Arrangement be later than January 1, 2025. For purposes of clarity, the Benefit Commencement Date may vary for each HHH Benefit Arrangement. The Benefit Commencement Date for each HHH Benefit Arrangement that is a severance or similar plan or arrangement will be deemed to be the Distribution Date.

"***Benefit Arrangement***" means, with respect to any entity, each employment, executive compensation, bonus, pension, profit-sharing, savings, retirement, supplemental retirement, deferred compensation, stock option, stock purchase, stock appreciation right, restricted stock, restricted stock unit, other equity-based compensation, severance pay, salary continuation, life, health, hospitalization, sick leave, vacation pay, paid time-off, disability or accident insurance, or other employee benefit plan, program, agreement or arrangement, including any "employee benefit plan" (as defined in Section 3(3) of ERISA), entered into, sponsored or maintained by such entity (or to which such entity contributes or is required to contribute).

"***COBRA***" means the notice and continuation coverage requirements for "group health plans" under Title X of the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended, and as codified in Code Section 4980B and Sections 601 through 608 of ERISA, and any applicable similar state group health plan continuation Law, together with all regulations and proposed regulations promulgated thereunder, including any amendments or other modifications of such Laws and regulations that may be made from time to time.

"***Code***" means the Internal Revenue Code of 1986, as amended.

"***Continuing HHH Employee***" means an individual (i) who, immediately prior to the Effective Time, was an employee of HHH or any of its Affiliates (excluding the Seaport Entertainment Group), (ii) who will not transfer employment to the Seaport Entertainment Group as of the Effective Time, (iii) whose employment will continue with the HHH Group following

the Distribution, and (iv) who is not a Delayed Transferring Employee (provided that the Delayed Transferring Employees may be considered Continuing HHH Employees hereunder to the extent contemplated by Section 3.1(d) and their employment offer letters with a member of the Seaport Entertainment Group).

"***Delayed Transferring Employees***" has the meaning set forth in Section 4.1(d) of this Agreement.

"***Dispute***" has the meaning set forth in the Separation Agreement.

"***Distribution Date***" has the meaning set forth in the Separation Agreement.

"***Distribution Ratio***" means the quotient obtained by dividing by .

"***Effective Time***" has the meaning set forth in the Separation Agreement.

"***ERISA***" means the Employee Retirement Income Security Act of 1974, as amended.

"***Former Employee***" means any former employee of the HHH Group as of immediately prior to the Effective Time, including retired and other separated employees.

"***Group***" means either the Seaport Entertainment Group or the HHH Group, as the context requires.

"***HHH 401(k) Plan***" means the Howard Hughes Corporation 401(k) Plan, as amended from time to time.

"***HHH Allocation Factor***" means the quotient obtained by dividing (i) the HHH Post-Distribution Stock Value, by (ii) the sum of (A) the HHH Post-Distribution Stock Value, plus (B) the product of (x) the Seaport Entertainment Stock Value times (y) the Distribution Ratio.

"***HHH Benefit Arrangement***" means any Benefit Arrangement entered into, sponsored, maintained, or contributed to by HHH or any of its Affiliates (other than Seaport Entertainment and its Subsidiaries).

"***HHH Business***" has the meaning set forth in the Separation Agreement.

"***HHH Cafeteria Plan***" has the meaning set forth in Section 7.2 of this Agreement.

"***HHH DCP***" means the Howard Hughes Corporation Deferred Compensation Plan, as amended from time to time.

"***HHH Equity Plans***" means the Howard Hughes Corporation Amended and Restated 2010 Incentive Plan and the Howard Hughes Corporation 2020 Equity Incentive Plan.

"***HHH Group***" has the meaning set forth in the Separation Agreement.

"***HHH Liabilities***" has the meaning set forth in the Separation Agreement.

"***HHH Non-Employee Director***" means each non-employee member of the HHH Board.

"***HHH Performance-Based Restricted Stock Award***" means an award of shares of restricted HHH Stock granted under an HHH Equity Plan which vests based on the achievement of specified performance goals.

"***HHH Post-Distribution Stock Value***" means the volume weighted average per-share price of HHH Stock trading on the NYSE during regular trading hours over the three (3) trading-day period commencing on the first trading day immediately following the Distribution Date.

"***HHH Pre-Distribution Stock Value***" means the volume weighted average per-share price of HHH Stock trading on the NYSE during regular trading hours over the three (3) trading-day period ending on the Distribution Date.

"***HHH Ratio***" means the quotient obtained by dividing the HHH Pre-Distribution Stock Value by the HHH Post-Distribution Stock Value.

"***HHH Restricted Stock Award***" means an award of shares of restricted HHH Stock granted under an HHH Equity Plan (including HHH Time-Based Restricted Stock Awards and HHH Performance-Based Restricted Stock Awards).

"***HHH Stock Option***" means an option to purchase shares of HHH Stock granted under an HHH Equity Plan.

"***HHH Time-Based Restricted Stock Award***" means an award of shares of restricted HHH Stock granted under an HHH Equity Plan which vests solely based on the continued employment or service of the recipient.

"***HIPAA***" means the Health Insurance Portability and Accountability Act of 1996, as amended.

"***Law***" has the meaning set forth in the Separation Agreement.

"***Liabilities***" has the meaning set forth in the Separation Agreement.

"***NAV***" means net asset value per share.

"***Net FSA Balance***" has the meaning set forth in Section 7.2 of this Agreement.

"***NYSE***" means the New York Stock Exchange.

"***Person***" has the meaning set forth in the Separation Agreement.

"***Record Date***" has the meaning set forth in the Separation Agreement.

"***Seaport Entertainment 401(k) Plan***" has the meaning set forth in Section 6.1(a) of this Agreement.

"***Seaport Entertainment Allocation Factor***" means the quotient obtained by dividing (i) the product of (A) the Seaport Entertainment Stock Value times (B) the Distribution Ratio, by (ii) the sum of (A) the HHH Post-Distribution Stock Value, plus (B) the product of (x) the Seaport Entertainment Stock Value times (y) the Distribution Ratio.

"***Seaport Entertainment Benefit Arrangement***" means any Benefit Arrangement entered into, sponsored, maintained, or contributed to by Seaport Entertainment or any of its Subsidiaries.

"***Seaport Entertainment Business***" has the meaning set forth in the Separation Agreement.

"***Seaport Entertainment Cafeteria Plan***" has the meaning set forth in Section 7.2 of this Agreement.

"***Seaport Entertainment DCP***" has the meaning set forth in Section 6.2(a) of this Agreement.

"***Seaport Entertainment Equity Plan***" has the meaning set forth in Section 4.1 of this Agreement.

"***Seaport Entertainment Group***" has the meaning set forth in the Separation Agreement.

"***Seaport Entertainment Liabilities***" has the meaning set forth in the Separation Agreement.

"***Seaport Entertainment Ratio***" means the quotient obtained by dividing the HHH Pre-Distribution Stock Value by the Seaport Entertainment Stock Value.

"***Seaport Entertainment Restricted Stock Award***" means an award of shares of restricted Seaport Entertainment Stock granted under the Seaport Entertainment Equity Plan.

"***Seaport Entertainment Stock Option***" means an option to purchase shares of Seaport Entertainment Stock.

"***Seaport Entertainment Stock Value***" means the volume weighted average per-share price of Seaport Entertainment Stock trading on the NYSE during regular trading hours over the thirty (30) trading-day period commencing on the first trading day immediately following the Distribution Date.

"***Subsidiary***" has the meaning set forth in the Separation Agreement.

"***Tax***" has the meaning set forth in the Separation Agreement.

"***Tax Matters Agreement***" has the meaning set forth in the Separation Agreement.

"***Transferring Employee***" means an individual (i) who, immediately prior to the Effective Time, is an employee of Seaport Entertainment Management LLC, or (ii) who is a Delayed Transferring Employee (provided that the Delayed Transferring Employees may be considered Continuing HHH Employees hereunder to the extent contemplated by Section 3.1(d) or their employment offer letters with a member of the Seaport Entertainment Group).

"***Transferring Employee Personnel Records***" has the meaning set forth in Section 3.3(a) of this Agreement.

"***Transition Services Agreement***" has the meaning set forth in the Separation Agreement.

"***TSR***" means total shareholder return.

1.2 **Interpretation**. In this Agreement, (a) words in the singular shall be deemed to include the plural and vice versa and words of one gender shall be deemed to include the other genders as the context requires; (b) the terms "hereof," "herein," "herewith," and words of similar import and the term "Agreement" shall, unless otherwise stated, be construed to refer to this Agreement as a whole (including all schedules hereto) and not to any particular provision of this Agreement; (c) Article, Section and Schedule references are to the Articles, Sections and Schedules to this Agreement unless otherwise specified; (d) the word "including" and words of similar import when used in this Agreement shall mean "including, without limitation"; (e) the word "or" shall not be exclusive; (f) unless expressly stated to the contrary in this Agreement all references to "the date hereof," "the date of this Agreement," and words of similar import shall all be references to the date first stated in the preamble to this Agreement, regardless of any amendment or restatement hereof; (g) unless otherwise provided, all references to "$" or "dollars" are to United States dollars; and (h) references to the performance, discharge or fulfillment of any Liability in accordance with its terms shall have meaning only to the extent such Liability has terms, and if the Liability does not have terms, the reference shall mean performance, discharge or fulfillment of such Liability.

ARTICLE II.
GENERAL PRINCIPLES

2.1 **Nature of Liabilities**. All Liabilities assumed or retained by HHH under this Agreement shall be HHH Liabilities for purposes of the Separation Agreement. All Liabilities assumed by Seaport Entertainment under this Agreement shall be Seaport Entertainment Liabilities for purposes of the Separation Agreement.

2.2 **General Allocation of Liabilities and Assets**.

(a) Except as otherwise provided in this Agreement, and subject to the Transition Services Agreement (including the reimbursement and other payment provisions therein), effective as of the Effective Time, the HHH Group hereby retains or assumes (i) all Liabilities relating to or with respect to employment, compensation, severance, employment practices, and similar claims (including any legal action, suit, investigation, inquiry, proceeding, arbitration, order or other claim) of Continuing HHH Employees and Former Employees, regardless of when

incurred, and (ii) all Liabilities under HHH Benefit Arrangements regardless of when incurred, including Liabilities for workers' compensation, short- and long-term disability, medical, prescription drug, dental, vision, life insurance, accidental death and dismemberment and other welfare benefit claims incurred under an HHH Benefit Arrangement by Transferring Employees prior to the Benefit Commencement Date and excluding, for the avoidance of doubt, Liabilities for such claims incurred by Transferring Employees and their covered dependents on or after the Benefit Commencement Date. Effective as of the Effective Time, the HHH Group hereby retains or assumes all Assets (including trusts and other funding vehicles and insurance contracts) related to the HHH Benefit Arrangements and other Liabilities it assumes or retains pursuant to this Section 2.2(a).

(b) Except as otherwise provided in this Agreement, effective as of the Effective Time, the Seaport Entertainment Group hereby assumes (i) other than to the extent that the HHH Group is reimbursed (without regard to any deductibles) for Liabilities by an insurance policy maintained, but not funded, by a member of the HHH Group (including, for the avoidance of doubt, third-party insurance), all Liabilities relating to or with respect to employment, compensation, severance, employment practices, and similar claims (including any legal action, suit, investigation, inquiry, proceeding, arbitration, order or other claim) of Transferring Employees, regardless of when incurred, and (ii) all Liabilities under Seaport Entertainment Benefit Arrangements regardless of when incurred, including Liabilities for workers' compensation, short- and long-term disability, medical, prescription drug, dental, vision, life insurance, accidental death and dismemberment and other welfare benefit claims incurred under a Seaport Entertainment Benefit Arrangement, which shall include, for the avoidance of doubt, Liabilities for such claims incurred by Transferring Employees and their covered dependents on or after the Benefit Commencement Date. Each HHH Benefit Arrangement that will be assigned to the Seaport Entertainment Group is set forth on Schedule 2.2(b). Effective as of the Effective Time, the Seaport Entertainment Group hereby assumes all Assets (including trusts and other funding vehicles and insurance contracts) related to the Seaport Entertainment Benefit Arrangements and other Liabilities it assumes pursuant to this Section 2.2(b).

(c) The Parties shall promptly reimburse one another, upon reasonable request of the Party requesting reimbursement and the presentation by such Party of such substantiating documentation as the other Party shall reasonably request, for the cost of any obligations or Liabilities satisfied or assumed by the Party requesting reimbursement or its Affiliates that are, or that have been made pursuant to this Agreement, the responsibility of the other Party or any of its Affiliates.

(d) For purposes of this Section 2.2 and Article VII, a claim or Liability with respect to a Benefit Arrangement that is a welfare plan is deemed to be incurred (i) with respect to medical, dental, vision and/or prescription drug benefits, upon the rendering of health services giving rise to such claim or Liability; (ii) with respect to life insurance, severance, short-term disability, accidental death and dismemberment and business travel accident insurance, upon the occurrence of the event giving rise to such claim or Liability; and (iii) with respect to long-term disability benefits, upon the date of an individual's disability, as determined by the disability benefit insurance carrier or claim administrator, giving rise to such claim or Liability.

2.3 **No Changes to Certain Benefit Plans as a Result of the Distribution**. This Agreement addresses the employee benefit plans, programs and policies of the Parties and each of their respective Affiliates that might be impacted by the Distribution. Any employee benefit plans, programs and policies of the Parties and each of their respective Affiliates not specifically addressed in this Agreement shall not be impacted by the Distribution or this Agreement.

2.4 **No Duplication or Acceleration of Benefits**. Notwithstanding anything to the contrary in this Agreement, no participant in any Seaport Entertainment Benefit Arrangements or any other benefit plans or arrangements of a member of the Seaport Entertainment Group shall receive benefits that duplicate benefits provided to such individual by a corresponding HHH Benefit Arrangement, and no participant in any HHH Benefit Arrangements or any other benefit plans or arrangements of a member of the HHH Group shall receive benefits that duplicate benefits provided to such individual by a corresponding Seaport Entertainment Benefit Arrangement. Furthermore, unless expressly provided for in this Agreement or required by applicable Law, no provision in this Agreement shall be construed to create any right to accelerated vesting or entitlements to any compensation or benefit plan on the part of a Continuing HHH Employee or Transferring Employee.

2.5 **Cessation of Participation in HHH Benefit Arrangements**. Except as otherwise provided in this Agreement or the Transition Services Agreement, effective as of immediately prior to the applicable Benefit Commencement Date, the Transferring Employees shall cease to be active participants in the HHH Benefit Arrangements.

ARTICLE III.
EMPLOYMENT

3.1 **Transferring Employees**.

(a) *Employment*. By virtue of this Agreement and without further action by any Person, (i) as of the Effective Time, each Continuing HHH Employee shall be employed by HHH or such other member of the HHH Group as employs such Continuing HHH Employee as of immediately prior to the Effective Time, and (ii) as of the Effective Time (or, in the case of Delayed Transferring Employees, such later date as the Parties may mutually determine), each Transferring Employee shall either, as applicable: (x) be employed by Seaport Entertainment or such other member of the Seaport Entertainment Group as employs such Transferring Employee as of immediately prior to the Effective Time or (y) be assigned and transferred to, or, in the case of the Delayed Transferring Employees, be hired by, and become an employee of, Seaport Entertainment or such other member of the Seaport Entertainment Group as may be designated by Seaport Entertainment. The Parties shall cooperate to effectuate any transfers of employment contemplated by this Agreement, including transfers necessary to ensure that all Continuing HHH Employees are employed by a member of the HHH Group and all Transferring Employees are employed by a member of the Seaport Entertainment Group, in each case, as of the Effective Time. The HHH Group and the Seaport Entertainment Group agree to execute, and to seek to have the applicable Transferring Employees execute, such documentation, if any, as may be necessary to reflect any transfer of employment described in this Section 3.1(a).

(b) *No Change in Control or Severance*. The Parties acknowledge and agree that neither the Distribution nor any other transaction contemplated by the Separation Agreement or this Agreement shall (i) constitute or be deemed to constitute a "change in control" or similar corporate transaction impacting the vesting or payment of any amounts or benefits for purposes of any HHH Benefit Arrangement or Seaport Entertainment Benefit Arrangement, or (ii) trigger any benefits under the Howard Hughes Management Co., LLC Separation Benefits Plan. For the avoidance of doubt, no Continuing HHH Employee or Transferring Employee shall (A) terminate or be deemed to terminate employment with HHH solely by virtue of the consummation of the Distribution, any transfer of employment contemplated hereby, or any related transactions or events contemplated by the Separation Agreement or this Agreement, or (B) become entitled to any severance, termination or separation pay, or similar rights, payments or benefits, whether under any Benefit Arrangement or otherwise, in connection with any of the foregoing.

(c) *Service Recognition*. For purposes of any Seaport Entertainment Benefit Arrangements providing benefits to any Transferring Employees, the Seaport Entertainment Group shall, from and after the applicable Benefit Commencement Date: (i) provide or cause to be provided to each Transferring Employee full credit for purposes of eligibility to participate, vesting and level of benefits under each Seaport Entertainment Benefit Arrangement under which such Transferring Employee is eligible to participate on or after the applicable Benefit Commencement Date for service accrued on or prior to the applicable Benefit Commencement Date with the HHH Group to the same extent that such credit was recognized by the HHH Group under comparable HHH Benefit Arrangements; (ii) use commercially reasonable efforts to waive all pre-existing conditions, exclusions and waiting periods with respect to participation and coverage requirements applicable to the Transferring Employees and their eligible dependents under any Seaport Entertainment Benefit Arrangements in which such Transferring Employees may be eligible to participate after the Distribution Date, except, with respect to pre-existing conditions or exclusions, to the extent such pre-existing conditions or exclusions would apply under the analogous HHH Benefit Arrangement; and (iii) use commercially reasonable efforts to provide each Transferring Employee and their eligible dependents under any Seaport Entertainment Benefit Arrangement with credit for any co-payments and deductibles paid during the portion of the plan year of the corresponding HHH Benefit Arrangement, as applicable, ending on the date such Transferring Employee's participation in the Seaport Entertainment Benefit Arrangement begins (to the same extent that such credit was given under the analogous HHH Benefit Arrangement, as applicable, prior to the date that the Transferring Employee first participates in the Seaport Entertainment Benefit Arrangement) in satisfying any applicable deductible or out-of-pocket requirements under the Seaport Entertainment Benefit Arrangement; provided, however, that no such credit shall be provided under the foregoing provisions (A) to the extent it would result in duplication of benefits, or (B) for any purpose with respect to any defined benefit pension plan, postretirement welfare plan or any Seaport Entertainment Benefit Arrangement under which similarly situated employees do not receive credit for prior service or that is grandfathered or frozen, either with respect to level of benefits or participation.

(d) *Employment Offers*. Prior to the Distribution Date, a member of the Seaport Entertainment Group shall provide a written offer of employment to the employees listed on

Schedule 3.1(d) (the "***Delayed Transferring Employees***"), to take effect on the date that such employee's visa or other work authorization is transferred or otherwise able to be sponsored by a member of the Seaport Entertainment Group. Such employees shall be considered to be Transferring Employees for purposes of this Agreement, except as otherwise described in their employment offer letters with a member of the Seaport Entertainment Group.

(e) *No Change in Compensation, Benefits or Severance*. From the Effective Time through December 31, 2024, the Seaport Entertainment Group shall pay or cause to be provided (including pursuant to the Transition Services Agreement) to the Transferring Employees the same base compensation and eligibility for substantially all of the same employee benefits that they received or were eligible to participate in immediately prior to the Effective Time. With respect to qualifying terminations of employment from the Seaport Entertainment Group occurring during the period beginning on the Effective Time and ending on December 31, 2024, the Seaport Entertainment Group shall cause to be provided (including pursuant to the Transition Services Agreement) to the Transferring Employees eligibility for severance benefits on substantially the same terms and conditions as applied to such Transferring Employee under the Howard Hughes Management Co., LLC Separation Benefits Plan as in effect immediately prior to the Effective Time.

3.2 **At Will Status**. Nothing in this Agreement shall create any obligation on the part of any Party to (a) continue the employment of any employee or other service provider following the date of this Agreement or the Effective Time (except as required by applicable Law) for any specific period of time, or (b) change the at-will employment status of any employee.

3.3 **Personnel Records**.

(a) *Transfer of Personnel Records*. To the extent permitted by applicable Law and without limiting any services contemplated by the Transition Services Agreement, copies of all personnel records and files relating to a Transferring Employee that were created prior to the Effective Time and that are held by the HHH Group as of the Distribution Date (the "***Transferring Employee Personnel Records***") shall be provided to the Seaport Entertainment Group as of the Distribution Date. For the avoidance of doubt, the HHH Group may retain copies of the Transferring Employee Personnel Records to the extent necessary to administer the HHH Benefit Arrangements and other obligations related to the Transferring Employees, and in no event shall the HHH Group be required to provide any additional personnel records to the Seaport Entertainment Group, except to the extent necessary for the Seaport Entertainment Group to administer the Seaport Entertainment Benefit Arrangements or to meet its obligations under this Agreement.

(b) *Sharing of Information*. Until the sixth (6th) anniversary of the Effective Time, to the extent permitted by applicable Law, each Party and each Party's Affiliates shall provide, in a timely manner, to the other Party and, if requested, the other Party's Affiliates and its or their respective agents and vendors all information and documentation necessary for each Party to perform their respective duties under this Agreement. The Parties also hereby agree to enter into any business associate arrangements that may be required for the sharing of any information and documentation pursuant to this Agreement to comply with the requirements of HIPAA.

(c) *Access to Records and Record Retention*. To the extent that the transfer of the Transferring Employee Personnel Records is not permitted by applicable Law in accordance with Section 3.3(a), the HHH Group shall, to the extent permitted by applicable Law, permit the Seaport Entertainment Group and their successors and their authorized representatives to have full access upon reasonable notice during normal business hours to all Transferring Employee Personnel Records for a period of at least six (6) years following the Effective Time to the extent reasonably necessary in order for the Seaport Entertainment Group or successors to respond to a subpoena, court order, audit, investigation or otherwise as required by applicable Law or in connection with any pending or threatened lawsuits, actions, arbitrations, claims, complaints, investigations or other proceedings.

ARTICLE IV.
EQUITY INCENTIVE AWARDS

4.1 **Seaport Entertainment Equity Incentive Plan**. Prior to the Distribution Date, the Seaport Entertainment Board (or an applicable committee thereof) shall adopt and approve a new equity incentive plan, to be effective no later than immediately prior to the Effective Time (the "***Seaport Entertainment Equity Plan***"). Not later than the Distribution Date, Seaport Entertainment shall file a registration statement on Form S-8 (or any successor or other appropriate form) with respect to the shares of Seaport Entertainment Stock reserved for issuance under the Seaport Entertainment Equity Plan.

4.2 **Stock Options**.

(a) Each HHH Stock Option that is outstanding immediately prior to the Effective Time shall, as of immediately prior to the Effective Time, be converted into a post-Distribution HHH Stock Option and a Seaport Entertainment Stock Option as follows:

(i) *Shares Subject to Post-Distribution HHH Stock Option*. The number of shares of HHH Stock subject to the post-Distribution HHH Stock Option shall be equal to the product obtained by multiplying (A) the number of shares of HHH Stock covered by the HHH Stock Option immediately prior to the Effective Time, by (B) the HHH Ratio, by (C) the HHH Allocation Factor, rounded down to the nearest whole share.

(ii) *Exercise Price of Post-Distribution HHH Stock Option*. The per share exercise price of the post-Distribution HHH Stock Option shall be equal to the quotient obtained by dividing (A) the per share exercise price of the HHH Stock Option immediately prior to the Effective Time, by (B) the HHH Ratio, rounded up to the nearest whole cent.

(iii) *Shares Subject to Seaport Entertainment Stock Option*. The number of shares of Seaport Entertainment Stock subject to the Seaport Entertainment Stock Option shall be equal to the product obtained by multiplying (A) the number of shares of HHH Stock covered by the HHH Stock Option immediately prior to the Effective Time, by (B) the Seaport Entertainment Ratio, by (C) the Seaport Entertainment Allocation Factor, rounded down to the nearest whole share.

(iv) *Exercise Price of Seaport Entertainment Stock Option*. The per share exercise price of the Seaport Entertainment Stock Option shall be equal to the quotient obtained by dividing (A) the per share exercise price of the HHH Stock Option immediately prior to the Effective Time, by (B) the Seaport Entertainment Ratio, rounded up to the nearest whole cent.

(b) The foregoing adjustments to the HHH Stock Options contemplated by this Agreement are intended to comply in all respects with the requirements of Sections 409A and 424 of the Code, in each case, to the extent applicable, and all such provisions shall be interpreted and implemented in accordance with the foregoing.

4.3 **Time-Based Restricted Stock Awards**.

(a) *Continuing HHH Employees and HHH Non-Employee Directors*. Each HHH Time-Based Restricted Stock Award that is outstanding as of immediately prior to the Effective Time and held by a Continuing HHH Employee or an HHH Non-Employee Director shall be adjusted, as of immediately prior to the Effective Time, into a post-Distribution HHH Time-Based Restricted Stock Award that covers a number of post-Distribution shares of HHH Stock equal to the product obtained by multiplying (x) the number of shares of HHH Stock covered by the HHH Time-Based Restricted Stock Award immediately prior to the Effective Time, by (y) the HHH Ratio, rounded down to the nearest whole share.

(b) *Transferring Employees*. Each HHH Time-Based Restricted Stock Award that is outstanding as of immediately prior to the Effective Time and held by a Transferring Employee shall be canceled and converted, as of immediately prior to the Effective Time, into a Seaport Entertainment Restricted Stock Award that covers a number of shares of Seaport Entertainment Stock equal to the product obtained by multiplying (x) the number of shares of HHH Stock covered by the HHH Time-Based Restricted Stock Award immediately prior to the Effective Time, by (y) the Seaport Entertainment Ratio, rounded down to the nearest whole share.

4.4 **Performance-Based Restricted Stock Awards.**

(a) *Performance Based on HHH Total Shareholder Return.*

(i) Continuing HHH Employees. Each HHH Performance-Based Restricted Stock Award which vests based on achievement of HHH TSR (whether absolute or relative to other companies' TSR) that is outstanding as of immediately prior to the Effective Time and held by a Continuing HHH Employee shall be adjusted, as of immediately prior to the Effective Time, into a post-Distribution HHH Time-Based Restricted Stock Award that covers a number of post-Distribution shares of HHH Stock equal to the product obtained by multiplying (x) the number of shares of HHH Stock covered by the HHH Performance-Based Restricted Stock Award immediately prior to the Effective Time that would have satisfied the applicable performance conditions based on actual performance as of the Distribution Date had the performance period ended on such date, by (y) the HHH Ratio, rounded down to the nearest whole share. Such post-Distribution HHH Time-Based Restricted Stock Award shall vest in full on the end date of the original performance period of the applicable HHH Performance-Based Restricted Stock Award, subject to the individual's continued service to the HHH Group through such vesting date (and

further subject to any provisions contained in the applicable HHH Performance-Based Restricted Stock Award providing for accelerated vesting of any service-based vesting conditions in the event of a termination of the individual's employment or otherwise).

(ii) Transferring Employees. Each HHH Performance-Based Restricted Stock Award which vests based on achievement of HHH TSR (whether absolute or relative to other companies' TSR) that is outstanding as of immediately prior to the Effective Time and held by a Transferring Employee shall be canceled and converted, as of immediately prior to the Effective Time, into a Seaport Entertainment Restricted Stock Award that covers a number of shares of Seaport Entertainment Stock equal to the product obtained by multiplying (x) the number of shares of HHH Stock covered by the HHH Performance-Based Restricted Stock Award immediately prior to the Effective Time that would have satisfied the applicable performance conditions based on actual performance as of the Distribution Date had the performance period ended on such date, by (y) the Seaport Entertainment Ratio, rounded down to the nearest whole share. Such Seaport Entertainment Restricted Stock Award shall vest in full on the end date of the original performance period of the applicable HHH Performance-Based Restricted Stock Award, subject to the individual's continued service to the Seaport Entertainment Group through such vesting date (and further subject to any provisions contained in the applicable HHH Performance-Based Restricted Stock Award providing for accelerated vesting of any service-based vesting conditions in the event of a termination of the individual's employment or otherwise).

(b) *Performance Based on NAV Growth*.

(i) Continuing HHH Employees. Each HHH Performance-Based Restricted Stock Award which vests based on achievement of HHH NAV (or adjusted NAV) that is outstanding as of immediately prior to the Effective Time and held by a Continuing HHH Employee shall be adjusted, as of immediately prior to the Effective Time, into a post-Distribution HHH Performance-Based Restricted Stock Award that covers a number of post-Distribution shares of HHH Stock equal to the product obtained by multiplying (x) the number of shares of HHH Stock covered by the HHH Performance-Based Restricted Stock Award immediately prior to the Effective Time, by (y) the HHH Ratio, rounded down to the nearest whole share. Such post-Distribution HHH Performance Based Restricted Stock Award shall remain subject to the same terms and conditions after the Effective Time as applied to such HHH Performance-Based Restricted Stock Award immediately prior to the Effective Time; provided, that for purposes of measuring the NAV (or adjusted NAV) per share growth rate under the post-Distribution HHH Performance Based Restricted Stock Award, the portion of the base NAV (or adjusted NAV) attributable to Seaport Entertainment Group (or the assets thereof), as determined by HHH, shall be excluded from the base NAV (or adjusted NAV) per share.

(ii) Transferring Employees. Each HHH Performance-Based Restricted Stock Award which vests based on achievement of HHH NAV (or adjusted NAV) that is outstanding as of immediately prior to the Effective Time and held by a Transferring Employee shall be canceled and converted, as of immediately prior to the Effective Time, into a Seaport Entertainment Restricted Stock Award that covers a number of shares of Seaport Entertainment

Stock equal to the product obtained by multiplying (x) the number of shares of HHH Stock covered by the HHH Performance-Based Restricted Stock Award immediately prior to the Effective Time, by (y) the Seaport Entertainment Ratio, rounded down to the nearest whole share. Such Seaport Entertainment Restricted Stock Award shall vest in full on the end date of the original performance period of the applicable HHH Performance-Based Restricted Stock Award, subject to the individual's continued service to the Seaport Entertainment Group through such vesting date (and further subject to any provisions contained in the applicable HHH Performance-Based Restricted Stock Award providing for accelerated vesting of any service-based vesting conditions in the event of a termination of the individual's employment or otherwise).

4.5 **Miscellaneous Terms**. Notwithstanding anything to the contrary in an HHH Equity Plan: (a) the Distribution shall not, in and of itself, constitute a termination of employment or service for any Transferring Employee for purposes of any HHH Stock Option or HHH Restricted Stock Award, as applicable, held by such Transferring Employee, and (b) with respect to awards adjusted in accordance with this Article IV, following the Effective Time, the vesting and forfeiture of adjusted HHH Stock Options and/or HHH Restricted Stock Awards held by Transferring Employees shall be based on employment with or service to, as applicable, the Seaport Entertainment Group and its Affiliates; provided, that the vesting and forfeiture of such awards held by Delayed Transferring Employees shall be based on employment with the HHH Group and its Affiliates until such time as the Delayed Transferring Employee's employment with the HHH Group terminates and such Delayed Transferring Employee is hired by the Seaport Entertainment Group (and, thereafter, shall be based on employment with the Seaport Entertainment Group and its Affiliates). The vesting and forfeiture of Seaport Entertainment Stock Options held by Continuing HHH Employees and HHH Non-Employee Directors shall be based on employment with or service to, as applicable, the HHH Group and its Affiliates. Except as otherwise set forth herein, the post-Distribution HHH Restricted Stock Awards, HHH Stock Options, Seaport Entertainment Restricted Stock Awards and Seaport Entertainment Stock Options will otherwise be subject to the same terms and conditions after the Effective Time as applied to the applicable HHH Restricted Stock Award or HHH Stock Option immediately prior to the Effective Time.

4.6 **Cooperation**. If the HHH Group or the Seaport Entertainment Group determines in its reasonable judgment that any action required under this Article IV will not achieve the intended Tax, accounting and legal results with respect to the adjusted HHH Stock Options and/or HHH Restricted Stock Awards, including the intended results under Section 409A of the Code or FASB ASC Topic 718 – Stock Compensation, then at the request of the HHH Group or the Seaport Entertainment Group, as applicable, the HHH Group and the Seaport Entertainment Group shall mutually cooperate in taking such actions as are commercially reasonable and generally consistent with the terms of this Agreement to achieve such results, or most nearly achieve such results if the originally intended results are not fully attainable.

ARTICLE V.
OTHER INCENTIVE PLANS

5.1 **Cash Incentive Plans**. Following the Effective Time, the Seaport Entertainment Group shall be solely responsible for any and all payments, obligations and other Liabilities relating to (a) cash incentive awards (including annual bonuses) to Transferring Employees with respect to performance periods that are open as of the Effective Time and (b) any amounts that Transferring Employees have earned (to the extent not payable by their terms prior to the Effective Time) under any HHH Benefit Arrangements providing cash incentive compensation, commissions or similar cash payments. Following the Effective Time, no member of the HHH Group shall have any obligation or Liability with respect to such amounts. The target amounts of any cash bonuses that are applicable to Transferring Employees immediately prior to the Effective Time shall not be decreased through December 31, 2024 and any actual bonus amounts earned in respect thereof shall be paid by a member of the Seaport Entertainment Group by February 28, 2025, in each case, subject to the applicable Transferring Employee's continued service through the applicable payment date.

ARTICLE VI.
CERTAIN BENEFIT PLANS

6.1 **Qualified Defined Contribution Plan**.

(a) *Seaport Entertainment 401(k) Plan*. As soon as practicable after the Distribution Date, Seaport Entertainment shall establish, maintain or provide for the benefit of Transferring Employees (i) a defined contribution plan that is intended to be qualified under Section 401(a) of the Code, and (ii) a related trust or trusts exempt under Section 501(a) of the Code, each to be effective on the date of, or as soon as practicable following, the Effective Time (the "***Seaport Entertainment 401(k) Plan***"). Seaport Entertainment shall be solely responsible for taking all necessary, reasonable, and appropriate actions to establish, maintain and administer the Seaport Entertainment 401(k) Plan so that it is qualified under Section 401(a) of the Code and that the related trust is exempt under Section 501(a) of the Code. Transferring Employees shall cease to be eligible to actively participate in the HHH 401(k) Plan on or prior to the Effective Time.

(b) *Transfer*. As soon as administratively practicable after the Seaport Entertainment 401(k) Plan becomes effective, HHH shall cause to be transferred to the Seaport Entertainment 401(k) Plan the assets and liabilities of the HHH 401(k) Plan for the Transferring Employees in accordance with Section 414(l) of the Code and any other applicable requirements of the Code and any regulations promulgated thereunder. Such transfer of assets shall consist of cash, cash equivalents, transfers in kind (to the extent required by the terms of the HHH 401(k) Plan or the applicable investment fund) or participant loan receivables equal to all the accrued benefit liabilities in the HHH 401(k) Plan for the Transferring Employees and their respective beneficiaries, including accrued benefit liabilities arising under any applicable qualified domestic relations order. Seaport Entertainment shall direct the trustee of the Seaport Entertainment 401(k) Plan to accept such transfer of assets and liabilities from the HHH 401(k) Plan. Upon such transfer of assets, the Seaport Entertainment 401(k) Plan shall assume the accrued benefit liabilities under the HHH 401(k) Plan with respect to the transferred accrued benefits of the

Transferring Employees and their respective beneficiaries and HHH shall not have any further liability under the HHH 401(k) Plan with respect to the accrued benefits transferred to the Seaport Entertainment 401(k) Plan for the Transferring Employees and their respective beneficiaries.

6.2 **Deferred Compensation Plan**.

(a) (i) Effective as of the Effective Time, each Transferring Employee who was eligible to participate in the HHH DCP immediately prior to the Effective Time shall cease to be eligible to make future deferrals or deferral elections under the HHH DCP, (ii) as soon as practicable after the Distribution Date, Seaport Entertainment shall cause the Seaport Entertainment Group to have in effect a non-qualified deferred compensation plan (the "***Seaport Entertainment DCP***") for the benefit of each Transferring Employee who is eligible to participate in the HHH DCP immediately prior to the Effective Time, and (iii) effective as of the Benefit Commencement Date for the Seaport Entertainment DCP, each eligible Transferring Employee shall become a participant in the Seaport Entertainment DCP, and, with respect to such Transferring Employee, all deferral and payment elections made under the HHH DCP shall be applied under the Seaport Entertainment DCP as if made under the Seaport Entertainment DCP, and all contributions that otherwise would have been credited under the HHH DCP on or after the Benefit Commencement Date shall instead be credited to the Seaport Entertainment DCP.

(b) Effective on or as soon as administratively practicable following the Benefit Commencement Date for the Seaport Entertainment DCP, the account balances of each Transferring Employee under the HHH DCP shall be transferred to the Seaport Entertainment DCP and Seaport Entertainment shall fully perform, pay and discharge all obligations of the HHH DCP relating to such account balances.

(c) HHH shall retain (i) all Assets, if any, relating to the HHH DCP in respect of Continuing HHH Employees, and (ii) all Liabilities in respect of each Continuing HHH Employee in respect of the HHH DCP. HHH shall retain no Liability or Asset relating to the HHH DCP in respect of Transferring Employees upon transfer to Seaport Entertainment pursuant to this Section 6.2.

ARTICLE VII.
HEALTH AND WELFARE BENEFITS

7.1 **Generally**. No later than the Benefit Commencement Date, the Seaport Entertainment Group shall establish or provide welfare plans (within the meaning of Section 3(1) of ERISA, excluding any severance or similar plans or arrangements) for the benefit of Transferring Employees. Until the day before the Benefit Commencement Date, subject to the Transition Services Agreement, each Transferring Employee shall continue to be an active participant in the HHH Benefit Arrangements that are welfare plans (within the meaning of Section 3(1) of ERISA, excluding any severance or similar plans or arrangements) in which such Transferring Employee was participating as of immediately prior to the Effective Time.

7.2 **Cafeteria Plan**. As of the Distribution Date, Seaport Entertainment or any of its Subsidiaries shall establish or provide a cafeteria plan qualifying under Section 125 of the Code (the "***Seaport Entertainment Cafeteria Plan***") allowing for the payment of welfare plan premiums on a pre-tax basis by Transferring Employees. As of January 1 of the calendar year following the calendar year in which the Distribution Date occurs, Seaport Entertainment or any of its Subsidiaries shall amend the Seaport Entertainment Cafeteria Plan to also provide for health care and dependent care flexible spending reimbursement accounts thereunder in which Transferring Employees who meet the eligibility criteria thereof may be immediately eligible to participate. From the Distribution Date until the end of the calendar year in which the Distribution Date occurs, each Transferring Employee who participated in health care or dependent care flexible spending reimbursement accounts under HHH's cafeteria plan (the "***HHH Cafeteria Plan"***) immediately prior to the Effective Time will be permitted to continue participation in such flexible spending reimbursement accounts, and applicable elections and payroll deductions that were in effect immediately before the Effective Time will continue, during the Transferring Employee's continued employment with the Seaport Entertainment Group on and after the Effective Time, with the amount of such payroll deductions transferred to HHH pursuant to the HHH Cafeteria Plan. As soon as practicable following the claim submission deadline under the HHH Cafeteria Plan for claims incurred in the calendar year in which the Distribution Date occurred, the HHH Group shall determine the aggregate accumulated contributions to the flexible spending reimbursement accounts under the HHH Cafeteria Plan made during such year by the Transferring Employees less the aggregate reimbursement payouts made for such year from such accounts to such Transferring Employees (the "***Net FSA Balance***"). If the Net FSA Balance is positive, the HHH Group shall pay to the Seaport Entertainment Group an amount in cash equal to the Net FSA Balance. From the Distribution Date until the end of the calendar year in which the Distribution Date occurs, HHH shall be solely responsible for all claims for reimbursement from the flexible spending reimbursement accounts incurred by the Transferring Employees during the calendar year that includes the Distribution Date and submitted to the HHH Cafeteria Plan by the Transferring Employee no later than the claim submission deadline with respect to such calendar year, whether such claims are incurred prior to, on or after the Distribution Date, which claims shall be paid pursuant to and under the terms of the HHH Cafeteria Plan.

7.3 **COBRA and HIPAA Compliance**. The HHH Group shall continue to be responsible for compliance with the health care continuation requirements of COBRA, the certificate of creditable coverage requirements of HIPAA and the corresponding provisions of the HHH Benefit Arrangements with respect to any Continuing HHH Employees, Former Employees, Transferring Employees and any of their covered dependents who incur a qualifying event or loss of coverage under COBRA at or before the Benefit Commencement Date (including as a result of the Distribution), provided that Seaport Entertainment shall reimburse HHH to extent of any Liability actually incurred by any member of the HHH Group with respect thereto relating to a Transferring Employee, and provided, further, that, effective as of the Benefit Commencement Date, the Seaport Entertainment Group shall assume responsibility for compliance with the health care continuation requirements of COBRA, the certificate of creditable coverage requirements of HIPAA and the corresponding provisions of the Seaport Entertainment Benefit Arrangements with respect to any Transferring Employees and any of

their covered dependents, including for such individuals who incur a qualifying event or loss of coverage under the Seaport Entertainment Benefit Arrangements after the Benefit Commencement Date (but excluding, for clarity, such individuals who incurred a qualifying event or loss of coverage under the HHH Benefit Arrangements before the Benefit Commencement Date, for whom the HHH Group shall continue to administer such continuation coverage under COBRA).

ARTICLE VIII.
ADDITIONAL COMPENSATION MATTERS

8.1 **Tax Reporting and Withholding**.

(a) Except as may be otherwise agreed subsequently by the HHH Group and the Seaport Entertainment Group (including pursuant to the Transition Services Agreement), (i) the HHH Group shall be responsible for all income, payroll or other Tax reporting and remitting applicable Tax withholdings to each applicable Tax authority as related to compensation and benefits provided to any individual with respect to his or her service to an entity that is a member of the HHH Group as of immediately following the Effective Time, and (ii) the Seaport Entertainment Group shall be responsible for all income, payroll or other Tax reporting and remitting applicable Tax withholdings to each applicable Tax authority as related to compensation and benefits provided to any individual with respect to his or her service to an entity that is a member of the Seaport Entertainment Group as of immediately following the Effective Time.

(b) Notwithstanding anything in the Tax Matters Agreement to the contrary, with respect to Transferring Employees, the Parties shall adopt the "standard procedure" for preparing and filing Internal Revenue Service Forms W-2 (Wage and Tax Statements), as described in Revenue Procedure 2004-53. Each Party shall be responsible for filing Internal Revenue Service Forms 941 for its respective employees.

(c) Without limiting the generality of Section 3.3, the Parties shall take commercially reasonable steps to cooperate in all matters reasonably necessary to administer their obligations under this Section 8.1, including exchanging information and data relating to payroll and Benefit Arrangements.

8.2 **Code Section 409A**. Notwithstanding anything to the contrary herein, if any of the provisions of this Agreement would result in imposition of Taxes and/or penalties under Section 409A of the Code, the Parties shall cooperate in good faith to modify the applicable provision so that such Taxes and/or penalties do not apply in order to comply with the provisions of Section 409A of the Code (or an exemption therefrom), other applicable provisions of the Code and/or any rules, regulations or other regulatory guidance issued under such statutory provisions.

ARTICLE IX.
TERMINATION

9.1 **Termination**. This Agreement may be terminated, amended, modified or abandoned at any time prior to the Effective Time by and in the sole and absolute discretion of the HHH Board without the approval of any other Person, including Seaport Entertainment or HHH or the shareholders of Seaport Entertainment or HHH. In the event that this Agreement is terminated, this Agreement shall become null and void and no Party, nor any Party's directors, officers or employees, shall have any Liability of any kind to any Person by reason of this Agreement. After the Distribution, this Agreement may not be terminated except by an agreement in writing signed by HHH and Seaport Entertainment.

9.2 **Effect of Termination**. In the event of any termination of this Agreement prior to the Effective Time, no Party (nor any of its directors, officers or employees) shall have any Liability or further obligation to the other Party by reason of this Agreement.

ARTICLE X.
MISCELLANEOUS

10.1 **Counterparts; Entire Agreement; Corporate Power**.

(a) This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement, and shall become effective when one or more counterparts have been signed by each Party and delivered to each other Party. The exchange of a fully executed Agreement (in counterparts or otherwise) by facsimile, electronic mail (including .pdf, DocuSign or other electronic signature) or other transmission method shall be deemed to have been duly and validly delivered and shall be sufficient to bind the Parties to the terms and conditions of this Agreement.

(b) This Agreement, the Separation Agreement, the other Ancillary Agreements and the exhibits, annexes and schedules hereto and thereto, contain the entire agreement between the Parties with respect to the subject matter hereof, supersede all previous agreements, negotiations, discussions, writings, understandings, commitments and conversations with respect to such subject matter and there are no agreements or understandings between the Parties with respect to such subject matter other than those set forth or referred to herein or therein.

(c) HHH represents on behalf of itself and each other member of the HHH Group, and Seaport Entertainment represents on behalf of itself and each other member of the Seaport Entertainment Group, as follows:

(i) each such Person has the requisite corporate or other power and authority and has taken all corporate or other action necessary in order to execute, deliver and perform this Agreement and to consummate the transactions contemplated hereby; and

(ii) this Agreement has been or will be duly executed and delivered by it and constitutes or will constitute a valid and binding agreement of it enforceable in accordance with the terms thereof.

10.2 **Governing Law**. This Agreement (and any claims or Disputes arising out of or related hereto or to the transactions contemplated hereby or to the inducement of any Party to enter herein, whether for breach of contract, tortious conduct or otherwise and whether predicated on common law, statute or otherwise) shall be governed by and construed and interpreted in accordance with the Laws of the State of New York, irrespective of the choice of laws principles of the State of New York, including all matters of validity, construction, effect, enforceability, performance and remedies.

10.3 **Assignability**. This Agreement shall be binding upon and inure to the benefit of the other Party and their respective successors and permitted assigns; *provided, however*, that no Party may assign its respective rights or delegate its respective obligations under this Agreement without the express prior written consent of the other Party. Notwithstanding the foregoing, no such consent shall be required for the assignment of a Party's rights and obligations under this Agreement in whole in connection with a change of control of a Party so long as the resulting, surviving or transferee Person assumes all the obligations of the relevant Party by operation of Law or pursuant to an agreement in form and substance reasonably satisfactory to the other Party. Nothing herein is intended to, or shall be construed to, prohibit either Party or any member of its Group from being party to or undertaking a change of control.

10.4 **No Third-Party Beneficiaries; Reservation of Rights**. The provisions of this Agreement are solely for the benefit of the Parties to this Agreement, and no current or former director, employee, or other service provider or any other Person shall be a third-party beneficiary of this Agreement. Nothing contained in this Agreement shall be construed as an amendment to any HHH Benefit Arrangement, Seaport Entertainment Benefit Arrangement or other compensation or benefit plan or arrangement for any purpose. Without limiting the generality of the foregoing, nothing contained in this Agreement shall obligate the Parties to maintain any particular Benefit Arrangement or retain the employment or services of any current or former director, employee, or other service provider.

10.5 **Notices**. All notices, requests, claims, demands or other communications under this Agreement shall be in writing and shall be given or made (and shall be deemed to have been duly given or made upon receipt) by delivery in person, by overnight courier service, by email with receipt confirmed, or by registered or certified mail (postage prepaid, return receipt requested) to the respective Parties at the following addresses (or at such other address for a Party as shall be specified in a notice given in accordance with this Section 10.5):

If to HHH, to:

Howard Hughes Holdings Inc.
9950 Woodloch Forest Drive, Suite 1100
The Woodlands, TX 77380
Attention: Carlos Olea

Email:

with a copy (which shall not constitute notice) to:

Latham & Watkins LLP
355 South Grand Avenue, Suite 100
Los Angeles, CA 90071-1560
Attention: Julian Kleindorfer; Abigail Smith
Email:

If to Seaport Entertainment, to:

Seaport Entertainment Group Inc.
199 Water Street, 28th Floor
New York, NY 10038
Attention: Anton Nikodemus
Email:

Any Party may, by notice to the other Party, change the address and contact person to which any such notices are to be given.

10.6 **Severability**. If any provision of this Agreement or the application thereof to any Person or circumstance is determined by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions hereof, or the application of such provision to Persons or circumstances or in jurisdictions other than those as to which it has been held invalid or unenforceable, shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby. Upon such determination, the Parties shall negotiate in good faith in an effort to agree upon such a suitable and equitable provision to effect the original intent of the Parties.

10.7 **Headings**. The article, section and paragraph headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

10.8 **Dispute Resolution**. Any and all disputes, controversies and claims arising hereunder, including with respect to the validity, interpretation, performance, breach or termination of this Agreement shall be resolved through the procedures provided in Article IV of the Separation Agreement.

10.9 **Amendments**. No provisions of this Agreement, the Separation Agreement or any other Ancillary Agreement shall be deemed waived, amended, supplemented or modified by a Party, unless such waiver, amendment, supplement or modification is in writing and signed by the authorized representative of the Party against whom such waiver, amendment, supplement or modification is sought to be enforced.

10.10 **Construction**. This Agreement shall be construed as if jointly drafted by the Parties and no rule of construction or strict interpretation shall be applied against either Party. The Parties represent that this Agreement is entered into with full consideration of any and all rights which the Parties may have. The Parties have conducted such investigations they thought appropriate, and have consulted with such advisors as they deemed appropriate regarding this Agreement and their rights and asserted rights in connection therewith. The Parties are not relying upon any representations or statements made by the other Party, or such other Party's employees, agents, representatives or attorneys, regarding this Agreement, except to the extent such representations are expressly set forth or incorporated in this Agreement or the Separation Agreement. The Parties are not relying upon a legal duty, if one exists, on the part of the other Party (or such other Party's employees, agents, representatives or attorneys) to disclose any information in connection with the execution of this Agreement or their preparation, it being expressly understood that neither Party shall ever assert any failure to disclose information on the part of the other Party as a ground for challenging this Agreement.

[Signature Page to Follow.]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives.

HOWARD HUGHES HOLDINGS INC.

By: _____

Name: Carlos Olea
Title: Chief Financial Officer

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives.

SEAPORT ENTERTAINMENT GROUP INC.

By: _____

Name: Anton Nikodemus
Title: Chief Executive Officer

INDEMNIFICATION AND ADVANCEMENT AGREEMENT

This Indemnification and Advancement Agreement ("Agreement") is made as of , 20 by and between Seaport Entertainment Group Inc., a Delaware corporation (the "Company"), and , [a member of the Board of Directors / an officer / an employee / an agent] of the Company ("Indemnitee"). This Agreement supersedes and replaces any and all previous Agreements between the Company and Indemnitee covering indemnification and advancement of expenses.

RECITALS

WHEREAS, the Board of Directors of the Company (the "Board") believes that highly competent persons have become more reluctant to serve publicly-held corporations as directors, officers, or in other capacities unless they are provided with adequate protection through insurance or adequate indemnification and advancement of expenses against inordinate risks of claims and actions against them arising out of their service to and activities on behalf of the corporation;

WHEREAS, the Board has determined that, in order to attract and retain qualified individuals, the Company will attempt to maintain on an ongoing basis, at its sole expense, liability insurance to protect persons serving the Company and its subsidiaries from certain liabilities. Although the furnishing of such insurance has been a customary and widespread practice among United States-based corporations and other business enterprises, the Company believes that, given current market conditions and trends, such insurance may be available to it in the future only at higher premiums and with more exclusions. At the same time, directors, officers, and other persons in service to corporations or business enterprises are being increasingly subjected to expensive and time-consuming litigation relating to, among other things, matters that traditionally would have been brought only against the Company or business enterprise itself. The Company's Bylaws require indemnification of the officers and directors of the Company. Indemnitee may also be entitled to indemnification pursuant to the General Corporation Law of the State of Delaware (the "DGCL"). The Bylaws, the Certificate of Incorporation, and the DGCL expressly provide that the indemnification provisions set forth therein are not exclusive, and thereby contemplate that contracts may be entered into between the Company and its directors, officers, and other persons with respect to indemnification and advancement of expenses;

WHEREAS, the uncertainties relating to such insurance, to indemnification, and to advancement of expenses may increase the difficulty of attracting and retaining such persons;

WHEREAS, the Board has determined that the increased difficulty in attracting and retaining such persons is detrimental to the best interests of the Company and its stockholders and that the Company should act to assure such persons that there will be increased certainty of such protection in the future;

WHEREAS, it is reasonable, prudent and necessary for the Company contractually to obligate itself to indemnify, and to advance expenses on behalf of, such persons to the fullest extent permitted by applicable law so that they will serve or continue to serve the Company free from undue concern that they will not be so indemnified;

WHEREAS, this Agreement is a supplement to, and in furtherance of, the Bylaws, the Certificate of Incorporation and any resolutions adopted pursuant thereto, as well as any rights of Indemnitee under any directors' and officers' liability insurance policy, and is not a substitute therefor, and does not diminish or abrogate any rights of Indemnitee thereunder; and

WHEREAS, Indemnitee does not regard the protection available under the Bylaws, the Certificate of Incorporation, and available insurance as adequate in the present circumstances, and may not be willing to serve or continue to serve as a/an [officer/directors/employee/agent] without adequate additional protection, and the Company desires Indemnitee to serve or continue to serve in such capacity. Indemnitee is willing to serve, continue to serve and to take on additional service for or on behalf of the Company on the condition that Indemnitee be so indemnified and be advanced expenses.

NOW, THEREFORE, in consideration of the premises and the covenants contained herein, the Company and Indemnitee do hereby covenant and agree as follows:

Section 1. Services to the Company. Indemnitee agrees to serve as [a / an] [director / officer / employee / agent] of the Company. Indemnitee may at any time and for any reason resign from such position (subject to any other contractual obligation or any obligation imposed by operation of law). This Agreement does not create any obligation on the Company to continue Indemnitee in such position and is not an employment contract between the Company (or any of its subsidiaries or any Enterprise) and Indemnitee.

Section 2. Definitions. As used in this Agreement:

(a) "Agent" means any person who is authorized by the Company or an Enterprise to act for or represent the interests of the Company or an Enterprise, respectively.

(b) A "Change in Control" occurs upon the earliest to occur after the date of this Agreement of any of the following events:

i. *Acquisition of Stock by Third Party*. Any Person (as defined below) other than Pershing Square is or becomes the Beneficial Owner (as defined below), directly or indirectly, of securities of the Company representing fifteen percent (15%) or more of the combined voting power of the Company's then outstanding securities unless the change in relative beneficial ownership of the Company's securities by any Person results solely from a reduction in the aggregate number of outstanding shares of securities entitled to vote generally in the election of directors;

ii. *Change in Board of Directors*. During any period of two (2) consecutive years (not including any period prior to the execution of this Agreement),

individuals who at the beginning of such period constitute the Board, and any new director (other than a director designated by a person who has entered into an agreement with the Company to effect a transaction described in Sections 2(b)(i), 2(b)(iii) or 2(b)(iv) of this Agreement) whose election by the Board or nomination for election by the Company's stockholders was approved by a vote of at least two-thirds of the directors then still in office who either were directors at the beginning of the period or whose election or nomination for election was previously so approved, cease for any reason to constitute at least a majority of the members of the Board;

iii. *Corporate Transactions*. The effective date of a merger or consolidation of the Company with any other entity, other than a merger or consolidation which would result in the voting securities of the Company outstanding immediately prior to such merger or consolidation continuing to represent (either by remaining outstanding or by being converted into voting securities of the surviving entity) more than 50% of the combined voting power of the voting securities of the surviving entity outstanding immediately after such merger or consolidation and with the power to elect at least a majority of the board of directors or other governing body of such surviving entity;

iv. *Liquidation*. The approval by the stockholders of the Company of a complete liquidation of the Company or an agreement for the sale or disposition by the Company of all or substantially all of the Company's assets; and

v. *Other Events*. There occurs any other event of a nature that would be required to be reported in response to Item 6(e) of Schedule 14A of Regulation 14A (or a response to any similar item on any similar schedule or form) promulgated under the Exchange Act (as defined below), whether or not the Company is then subject to such reporting requirement.

vi. For purposes of this Section 2(b), the following terms have the following meanings:

1. "Affiliate" means any Person that directly or indirectly through one or more intermediaries Controls, is Controlled by, or is under common Control with another Person.

2. "Beneficial Owner" has the meaning given to such term in Rule 13d-3 under the Exchange Act; provided, however, that Beneficial Owner excludes any Person otherwise becoming a Beneficial Owner by reason of the stockholders of the Company approving a merger of the Company with another entity.

3. "Control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by agreement, or otherwise. The terms "Controls," "Controlled" and "Controlling" will have corresponding meanings.

4. "Pershing Square" means Pershing Square Capital Management, L.P., Pershing Square Holdings, Ltd., Pershing Square, L.P., Pershing Square International, Ltd., and their Affiliates.

5. "Person" has the meaning as set forth in Sections 13(d) and 14(d) of the Exchange Act; provided, however, that Person excludes (i) the Company, (ii) any trustee or other fiduciary holding securities under an employee benefit plan of the Company, and (iii) any entity owned, directly or indirectly, by the stockholders of the Company in substantially the same proportions as their ownership of stock of the Company.

(c) "Corporate Status" describes the status of a person who is or was acting as a director, officer, employee, or Agent of the Company or an Enterprise.

(d) "Disinterested Director" means a director of the Company who is not and was not a party to the Proceeding in respect of which indemnification is sought by Indemnitee.

(e) "Enterprise" means any other corporation, limited liability company, partnership, joint venture, trust, employee benefit plan or other entity for which Indemnitee is or was serving at the request of the Company as a director, officer, employee, or Agent.

(f) "Exchange Act" means the Securities Exchange Act of 1934, as amended from time to time.

(g) "Expenses" includes all reasonable attorneys' fees, retainers, court costs, transcript costs, fees and other costs of experts and other professionals, witness fees, travel expenses, duplicating costs, printing and binding costs, telephone charges, postage, delivery service fees, any federal, state, local or foreign taxes imposed on Indemnitee as a result of the actual or deemed receipt of any payments under this Agreement, excise taxes and penalties under the Employee Retirement Income Security Act of 1974, as amended, and all other disbursements, obligations, or expenses of the types customarily incurred in connection with preparing for or participating in a Proceeding. Expenses also include (i) Expenses incurred in connection with any appeal resulting from any Proceeding, including without limitation the premium, security for, and other costs relating to any cost bond, supersedeas bond, or other appeal bond or its equivalent, and (ii) for purposes of Section 14(d) of this Agreement only, Expenses incurred by Indemnitee in connection with the interpretation, enforcement or defense of Indemnitee's rights under this Agreement, by litigation or otherwise. The parties agree that for the purposes of any advancement of Expenses for which Indemnitee has made written demand to the Company in accordance with this Agreement, all Expenses included in such demand that are certified by affidavit of Indemnitee's counsel as being reasonable in the good faith judgment of such counsel will be presumed conclusively to be reasonable. Expenses, however, do not include amounts paid in settlement by Indemnitee or the amount of judgments or fines against Indemnitee.

(h) "Independent Counsel" means a law firm, or a member of a law firm, that is experienced in matters of corporation law and neither presently is, nor in the five years prior to its selection or appointment has been, retained to represent: (i) the Company or Indemnitee in

any matter material to either such party (other than with respect to matters concerning the Indemnitee under this Agreement, or of other indemnitees under similar indemnification agreements) or (ii) any other party to the Proceeding giving rise to a claim for indemnification hereunder. Notwithstanding the foregoing, the term "Independent Counsel" does not include any person who, under the applicable standards of professional conduct then prevailing, would have a conflict of interest in representing either the Company or Indemnitee in an action to determine Indemnitee's rights under this Agreement. The Company agrees to pay the reasonable fees and expenses of the Independent Counsel.

(i) "Potential Change in Control" means the occurrence of any of the following events: (i) the Company enters into any written or oral agreement, undertaking or arrangement, the consummation of which would result in the occurrence of a Change in Control; (ii) any Person or the Company publicly announces an intention to take or consider taking actions which if consummated would constitute a Change in Control; (iii) any Person who becomes the Beneficial Owner, directly or indirectly, of securities of the Company representing 5% or more of the combined voting power of the Company's then outstanding securities entitled to vote generally in the election of directors increases his beneficial ownership of such securities by 5% or more over the percentage so owned by such Person on the date hereof; or (iv) the Board adopts a resolution to the effect that, for purposes of this Agreement, a Potential Change in Control has occurred.

(j) "Proceeding" includes any threatened, pending or completed action, suit, claim, counterclaim, cross claim, arbitration, mediation, alternate dispute resolution mechanism, investigation, inquiry, administrative hearing, or any other actual, threatened or completed proceeding, whether brought in the right of the Company or otherwise and whether of a civil, criminal, administrative, legislative, regulatory, or investigative (formal or informal) nature, including any appeal therefrom, in which Indemnitee was, is, or will be involved as a party, potential party, non-party witness, or otherwise by reason of Indemnitee's Corporate Status or by reason of any action taken by Indemnitee (or a failure to take action by Indemnitee) or of any action (or failure to act) on Indemnitee's part while acting pursuant to Indemnitee's Corporate Status, in each case whether or not serving in such capacity at the time any liability or Expense is incurred for which indemnification, reimbursement, or advancement of Expenses can be provided under this Agreement. A Proceeding also includes a situation the Indemnitee believes in good faith may lead to, or culminate in, the institution of a Proceeding.

Section 3. Indemnity in Third-Party Proceedings. The Company will indemnify Indemnitee in accordance with the provisions of this Section 3 if Indemnitee is, or is threatened to be made, a party to or a participant in any Proceeding, other than a Proceeding by or in the right of the Company to procure a judgment in its favor. Pursuant to this Section 3, the Company will indemnify Indemnitee to the fullest extent permitted by applicable law against all Expenses, judgments, fines and amounts paid in settlement (including all interest, assessments and other charges paid or payable in connection with, or in respect of, such Expenses, judgments, fines and amounts paid in settlement) actually and reasonably incurred by Indemnitee or on Indemnitee's behalf in connection with such Proceeding or any claim, issue, or matter therein, if Indemnitee acted in good faith and in a manner Indemnitee reasonably believed to be in or not

opposed to the best interests of the Company and, in the case of a criminal Proceeding, had no reasonable cause to believe that Indemnitee's conduct was unlawful.

Section 4. Indemnity in Proceedings by or in the Right of the Company. The Company will indemnify Indemnitee in accordance with the provisions of this Section 4 if Indemnitee is, or is threatened to be made, a party to or a participant in any Proceeding by or in the right of the Company to procure a judgment in its favor. Pursuant to this Section 4, the Company will indemnify Indemnitee to the fullest extent permitted by applicable law against all Expenses actually and reasonably incurred by Indemnitee or on Indemnitee's behalf in connection with such Proceeding or any claim, issue or matter therein, if Indemnitee acted in good faith and in a manner Indemnitee reasonably believed to be in, or not opposed to, the best interests of the Company. The Company will not indemnify Indemnitee for Expenses under this Section 4 related to any claim, issue, or matter in a Proceeding for which Indemnitee has been finally adjudged by a court to be liable to the Company, unless, and only to the extent that, the Court of Chancery of the state of Delaware (the "Delaware Court") or any court in which the Proceeding was brought determines upon application by Indemnitee that, despite the adjudication of liability but in view of all the circumstances of the case, Indemnitee is fairly and reasonably entitled to indemnification.

Section 5. Indemnification for Expenses of a Party Who is Wholly or Partly Successful. To the fullest extent permitted by applicable law, the Company will indemnify Indemnitee against all Expenses actually and reasonably incurred by Indemnitee in connection with any Proceeding to the extent that Indemnitee is successful, on the merits or otherwise. If Indemnitee is not wholly successful in such Proceeding but is successful, on the merits or otherwise, as to one or more but less than all claims, issues, or matters in such Proceeding, the Company will indemnify Indemnitee against all Expenses actually and reasonably incurred by Indemnitee or on Indemnitee's behalf in connection with or related to each successfully resolved claim, issue or matter to the fullest extent permitted by law. For purposes of this Section 5 and without limitation, the termination of any claim, issue, or matter in such a Proceeding by dismissal, with or without prejudice, will be deemed to be a successful result as to such claim, issue, or matter.

Section 6. Indemnification for Expenses of a Witness. To the fullest extent permitted by applicable law, the Company will indemnify Indemnitee against all Expenses actually and reasonably incurred by Indemnitee or on Indemnitee's behalf in connection with any Proceeding to which Indemnitee is not a party but to which Indemnitee is a witness, deponent, interviewee, or otherwise asked to participate or provide information.

Section 7. Partial Indemnification. If Indemnitee is entitled under any provision of this Agreement to indemnification by the Company for some or a portion of Expenses, but not, however, for the total amount thereof, the Company will indemnify Indemnitee for the portion thereof to which Indemnitee is entitled.

Section 8. Additional Indemnification. Notwithstanding any limitation in Sections 3, 4, or 5 of this Agreement, the Company will indemnify Indemnitee to the fullest extent permitted by applicable law (including but not limited to, the DGCL and any amendments to or

replacements of the DGCL adopted after the date of this Agreement that expand the Company's ability to indemnify its officers, directors, employees or Agents) if Indemnitee is a party to, or threatened to be made a party to, any Proceeding (including a Proceeding by or in the right of the Company to procure a judgment in its favor).

Section 9. Exclusions. Notwithstanding any provision in this Agreement, the Company is not obligated under this Agreement to indemnify Indemnitee for:

(a) for any amount actually paid to or on behalf of Indemnitee under any insurance policy or other indemnity provision, except to the extent provided in Section 15(b) of this Agreement and except with respect to any excess beyond the amount paid under any insurance policy or other indemnity provision;

(b) an accounting of profits made from the purchase and sale (or sale and purchase) by Indemnitee of securities of the Company within the meaning of Section 15(b) of the Exchange Act or similar provisions of state statutory law or common law;

(c) reimbursement of the Company by the Indemnitee of any bonus or other incentive-based or equity-based compensation or of any profits realized by the Indemnitee from the sale of securities of the Company, as required in each case under the Exchange Act (including any such reimbursements that arise from an accounting restatement of the Company pursuant to Section 304 of the Sarbanes-Oxley Act of 2002 (the "Sarbanes-Oxley Act"), or the payment to the Company of profits arising from the purchase and sale by Indemnitee of securities in violation of Section 306 of the Sarbanes-Oxley Act);

(d) reimbursement of the Company by Indemnitee of any compensation pursuant to any compensation recoupment or clawback policy adopted by the Board or the compensation committee of the Board, including but not limited to any such policy adopted to comply with stock exchange listing requirements implementing Section 10D of the Exchange Act; or

(e) any Proceeding initiated by Indemnitee, including any Proceeding (or any part of any Proceeding) initiated by Indemnitee against the Company or its directors, officers, employees or other indemnitees, unless (i) the Proceeding or part of any Proceeding is to enforce Indemnitee's rights to indemnification or advancement, of Expenses, including a Proceeding (or any part of any Proceeding) initiated pursuant to Section 14 of this Agreement, (ii) the Board authorized the Proceeding (or any part of any Proceeding) prior to its initiation or (iii) the Company provides the indemnification, in its sole discretion, pursuant to the powers vested in the Company under applicable law.

Section 10. Advances of Expenses.

(a) The Company will advance, to the extent not prohibited by law, the Expenses incurred by Indemnitee in connection with:

i. any Proceeding (or any part of any Proceeding) not initiated by Indemnitee; or

ii. any Proceeding (or any part of any Proceeding) initiated by Indemnitee if

1. the Proceeding or part of any Proceeding is to enforce Indemnitee's rights to obtain indemnification or advancement of Expenses from the Company or Enterprise, including a proceeding initiated pursuant to Section 14 of this Agreement, or

2. the Board authorized the Proceeding (or any part of any Proceeding) prior to its initiation.

(b) The Company will advance the Expenses within thirty (30) days after the receipt by the Company of a statement or statements requesting such advances from time to time, whether prior to or after final disposition of any Proceeding eligible for advancement of expenses.

(c) Advances will be unsecured and interest free. Indemnitee hereby undertakes to repay any amounts so advanced (without interest) to the extent that it is ultimately determined that Indemnitee is not entitled to be indemnified by the Company, thus Indemnitee qualifies for advances upon the execution of this Agreement and delivery to the Company. No other form of undertaking is required other than the execution of this Agreement. The Company will make advances without regard to Indemnitee's ability to repay the Expenses and without regard to Indemnitee's ultimate entitlement to indemnification under the other provisions of this Agreement.

Section 11. Procedure for Notification of Claim for Indemnification or Advancement.

(a) Indemnitee will notify the Company in writing of any Proceeding with respect to which Indemnitee intends to seek indemnification or advancement of Expenses hereunder as soon as reasonably practicable following the receipt by Indemnitee of written notice thereof. Indemnitee will include in the written notification to the Company a description of the nature of the Proceeding and the facts underlying the Proceeding and provide such documentation and information as is reasonably available to Indemnitee and is reasonably necessary to determine whether and to what extent Indemnitee is entitled to indemnification following the final disposition of such Proceeding. Indemnitee's failure to notify the Company will not relieve the Company from any obligation it may have to Indemnitee under this Agreement, and any delay in so notifying the Company will not constitute a waiver by Indemnitee of any rights under this Agreement. The Secretary of the Company will, promptly

upon receipt of such a request for indemnification or advancement, advise the Board in writing that Indemnitee has requested indemnification or advancement.

(b) The Company will be entitled to participate in the Proceeding at its own expense.

Section 12. Procedure Upon Application for Indemnification.

(a) Unless a Change of Control has occurred, the determination of Indemnitee's entitlement to indemnification will be made:

i. by a majority vote of the Disinterested Directors, even though less than a quorum of the Board;

ii. by a committee of Disinterested Directors designated by a majority vote of the Disinterested Directors, even though less than a quorum of the Board;

iii. if there are no such Disinterested Directors or, if such Disinterested Directors so direct, by written opinion provided by Independent Counsel selected by the Board; or

iv. if so directed by the Board, by the stockholders of the Company.

(b) If a Change in Control has occurred, the determination of Indemnitee's entitlement to indemnification will be made by written opinion provided by Independent Counsel selected by Indemnitee (unless Indemnitee requests such selection be made by the Board)

(c) The party selecting Independent Counsel pursuant to subsection (a)(iii) or (b) of this Section 12 will provide written notice of the selection to the other party. The notified party may, within ten (10) days after receiving written notice of the selection of Independent Counsel, deliver to the selecting party a written objection to such selection; provided, however, that such objection may be asserted only on the ground that the Independent Counsel so selected does not meet the requirements of "Independent Counsel" as defined in Section 2 of this Agreement, and the objection will set forth with particularity the factual basis of such assertion. Absent a proper and timely objection, the person so selected will act as Independent Counsel. If such written objection is so made and substantiated, the Independent Counsel so selected may not serve as Independent Counsel unless and until such objection is withdrawn or the Delaware Court has determined that such objection is without merit. If, within thirty (30) days after the later of submission by Indemnitee of a written request for indemnification pursuant to Section 11(a) of this Agreement and the final disposition of the Proceeding, Independent Counsel has not been selected or, if selected, any objection to such selection has not been resolved, either the Company or Indemnitee may petition the Delaware Court for resolution of any objection made by the Company or Indemnitee to the other's selection of Independent Counsel and/or for the appointment as Independent Counsel of a person selected by such court or by such other person as such court designates. Upon the due commencement of any judicial proceeding or arbitration pursuant to Section 14(a) of this Agreement, Independent Counsel will be discharged

and relieved of any further responsibility in such capacity (subject to the applicable standards of professional conduct then prevailing).

(d) Indemnitee will cooperate with the person, persons or entity making the determination with respect to Indemnitee's entitlement to indemnification, including providing to such person, persons, or entity upon reasonable advance request any documentation or information which is not privileged or otherwise protected from disclosure and which is reasonably available to Indemnitee and reasonably necessary to such determination. The Company will advance and pay any Expenses incurred by Indemnitee in so cooperating with the person, persons or entity making the indemnification determination irrespective of the determination as to Indemnitee's entitlement to indemnification and the Company hereby indemnifies and agrees to hold Indemnitee harmless therefrom. The Company promptly will advise Indemnitee in writing of the determination that Indemnitee is or is not entitled to indemnification, including a description of any reason or basis for which indemnification has been denied and providing a copy of any written opinion provided to the Board by Independent Counsel.

(e) If it is determined that Indemnitee is entitled to indemnification, the Company will make payment to Indemnitee within thirty (30) days after such determination.

Section 13. Presumptions and Effect of Certain Proceedings.

(a) In making a determination with respect to entitlement to indemnification under this Agreement, the person, persons, or entity making such determination will, to the fullest extent not prohibited by law, presume Indemnitee is entitled to indemnification under this Agreement if Indemnitee has submitted a request for indemnification in accordance with Section 11(a) of this Agreement, and the Company will, to the fullest extent not prohibited by law, have the burden of proof to overcome that presumption. Neither the failure of the Company (including by its directors or Independent Counsel) to have made a determination prior to the commencement of any action pursuant to this Agreement that indemnification is proper under the circumstances because Indemnitee has met the applicable standard of conduct, nor an actual determination by the Company (including by its directors or Independent Counsel) that Indemnitee has not met such applicable standard of conduct, will be a defense to the action or create a presumption that Indemnitee has not met the applicable standard of conduct.

(b) If the determination of the Indemnitee's entitlement to indemnification has not been made pursuant to Section 12 of this Agreement within sixty (60) days after the later of (i) receipt by the Company of Indemnitee's request for indemnification pursuant to Section 11(a) of this Agreement and (ii) the final disposition of the Proceeding for which Indemnitee requested Indemnification (the "Determination Period"), the requisite determination of entitlement to indemnification will, to the fullest extent not prohibited by law, be deemed to have been made and Indemnitee will be entitled to such indemnification absent (i) a misstatement by Indemnitee of a material fact, or an omission of a material fact necessary to make Indemnitee's statement not materially misleading, in connection with the request for indemnification or (ii) a prohibition of such indemnification under applicable law. The Determination Period may be extended for a reasonable time, not to exceed an additional thirty (30) days, if the person, persons or entity

making the determination with respect to entitlement to indemnification in good faith requires such additional time for the obtaining or evaluating of documentation and/or information relating thereto; and provided, further, the Determination Period will not apply (i) if the determination of entitlement to indemnification is to be made by the stockholders pursuant to Section 12(a)(iv) of this Agreement and if (A) within fifteen (15) days after receipt by the Company of the request for such determination the Board has resolved to submit such determination to the stockholders for their consideration at an annual meeting thereof to be held within seventy-five (75) days after such receipt and such determination is made thereat, or (B) a special meeting of stockholders is called within fifteen (15) days after such receipt for the purpose of making such determination, such meeting is held for such purpose within sixty (60) days after having been so called and such determination is made thereat, or (ii) if the determination of entitlement to indemnification is to be made by Independent Counsel.

(c) The termination of any Proceeding or of any claim, issue, or matter therein by judgment, order, settlement or conviction, or upon a plea of nolo contendere or its equivalent, will not (except as otherwise expressly provided in this Agreement) of itself adversely affect the right of Indemnitee to indemnification or create a presumption that Indemnitee did not act in good faith and in a manner which Indemnitee reasonably believed to be in or not opposed to the best interests of the Company or, with respect to any criminal Proceeding, that Indemnitee had reasonable cause to believe that Indemnitee's conduct was unlawful.

(d) For purposes of any determination of good faith, Indemnitee will be deemed to have acted in good faith if Indemnitee acted based on (i) the records or books of account of the Company, its subsidiaries, or an Enterprise, including financial statements, (ii) information supplied to Indemnitee by the directors or officers of the Company, its subsidiaries, or an Enterprise in the course of their duties, (iii) the advice of legal counsel for the Company, its subsidiaries, or an Enterprise or (iv) information or records given or reports made to the Company or an Enterprise by an independent certified public accountant or by an appraiser, financial advisor or other expert selected with reasonable care by or on behalf of the Company, its subsidiaries, or an Enterprise. Further, Indemnitee will be deemed to have acted in a manner "not opposed to the best interests of the Company," as referred to in this Agreement if Indemnitee acted in good faith and in a manner Indemnitee reasonably believed to be in the best interests of the participants and beneficiaries of an employee benefit plan. The provisions of this Section 13(d) are not exclusive and do not limit in any way the other circumstances in which the Indemnitee may be deemed to have met the applicable standard of conduct set forth in this Agreement.

(e) The knowledge and/or actions, or failure to act, of any other person affiliated with the Company or an Enterprise (including, but not limited to, a director, officer, trustee, partner, managing member, Agent or employee) may not be imputed to Indemnitee for purposes of determining Indemnitee's right to indemnification under this Agreement.

Section 14. Remedies of Indemnitee.

(a) Indemnitee may commence litigation against the Company in the Delaware Court to obtain indemnification or advancement of Expenses provided by this

Agreement in the event that (i) a determination is made pursuant to Section 12 of this Agreement that Indemnitee is not entitled to indemnification under this Agreement, (ii) the Company does not advance Expenses pursuant to Section 10 of this Agreement, (iii) the determination of entitlement to indemnification is not made pursuant to Section 12 of this Agreement within the Determination Period, (iv) the Company does not indemnify Indemnitee pursuant to Section 5 or 6 or the second to last sentence of Section 12(d) of this Agreement within thirty (30) days after receipt by the Company of a written request therefor, (v) the Company does not indemnify Indemnitee pursuant to Section 3, 4, 7, or 8 of this Agreement within thirty (30) days after a determination has been made that Indemnitee is entitled to indemnification, or (vi) in the event that the Company or any other person takes or threatens to take any action to declare this Agreement void or unenforceable, or institutes any litigation or other action or Proceeding designed to deny, or to recover from, the Indemnitee the benefits provided or intended to be provided to the Indemnitee hereunder. Alternatively, Indemnitee, at Indemnitee's option, may seek an award in arbitration to be conducted by a single arbitrator pursuant to the Commercial Arbitration Rules of the American Arbitration Association. The Company will not oppose Indemnitee's right to seek any such adjudication or award in arbitration.

(b) If a determination is made pursuant to Section 12 of this Agreement that Indemnitee is not entitled to indemnification, any judicial proceeding or arbitration commenced pursuant to this Section 14 will be conducted in all respects as a *de novo* trial or arbitration on the merits and Indemnitee may not be prejudiced by reason of that adverse determination. In any judicial proceeding or arbitration commenced pursuant to this Section 14 the Company will have the burden of proving Indemnitee is not entitled to indemnification or advancement of Expenses, as the case may be, and will not introduce evidence of the determination made pursuant to Section 12 of this Agreement.

(c) If a determination is made pursuant to Section 12 of this Agreement that Indemnitee is entitled to indemnification, the Company will be bound by such determination in any judicial proceeding or arbitration commenced pursuant to this Section 14 unless (i) a made of a material fact, or an omission of a material fact necessary to make Indemnitee's statement not materially misleading, in connection with Indemnitees' request for indemnification, or (ii) the Company is prohibited from indemnifying Indemnitee under applicable law.

(d) The Company is, to the fullest extent not prohibited by law, precluded from asserting in any judicial proceeding or arbitration commenced pursuant to this Section 14 that the procedures and presumptions of this Agreement are not valid, binding, or enforceable and will stipulate in any such court or before any such arbitrator that the Company is bound by all the provisions of this Agreement.

(e) It is the intent of the Company that, to the fullest extent permitted by law, the Indemnitee not be required to incur legal fees or other Expenses associated with the interpretation, enforcement, or defense of Indemnitee's rights under this Agreement, by litigation or otherwise, because the cost and expense thereof would substantially detract from the benefits intended to be extended to the Indemnitee under this Agreement. The Company, to the fullest extent permitted by law, will (within thirty (30) days after receipt by the Company of a written

request therefor) advance to Indemnitee such Expenses which are incurred by Indemnitee in connection with a Proceeding concerning this Agreement, Indemnitee's other rights to indemnification or advancement of Expenses from the Company, or concerning any directors' and officers' liability insurance policies maintained by the Company, and will indemnify Indemnitee against any and all such Expenses unless the court determines that Indemnitee's claims in such action were made in bad faith or frivolous, or that the Company is prohibited by law from indemnifying Indemnitee for such Expenses.

Section 15. Non-exclusivity; Survival of Rights; Insurance; Subrogation.

(a) The indemnification and advancement of Expenses provided by this Agreement are not exclusive of any other rights to which Indemnitee may at any time be entitled under applicable law, the Certificate of Incorporation, the Bylaws, any agreement, a vote of stockholders, a resolution of the board of directors, or otherwise. The indemnification and advancement of Expenses provided by this Agreement may not be limited or restricted by any amendment, alteration or repeal of this Agreement in any way with respect to any action taken or omitted by Indemnitee in Indemnitee's Corporate Status occurring prior to any amendment, alteration or repeal of this Agreement. To the extent that a change in Delaware law, whether by statute or judicial decision, permits greater indemnification or advancement of Expenses than would be afforded currently under the Bylaws, the Certificate of Incorporation, or this Agreement, it is the intent of the parties hereto that Indemnitee enjoy by this Agreement the greater benefits so afforded by such change. No right or remedy herein conferred is intended to be exclusive of any other right or remedy, and every other right and remedy is cumulative and in addition to every other right and remedy given hereunder or now or hereafter existing at law or in equity or otherwise. The assertion or employment of any right or remedy hereunder, or otherwise, will not prevent the concurrent assertion or employment of any other right or remedy.

(b) The Company hereby acknowledges that Indemnitee may have certain rights to indemnification, advancement of Expenses and/or insurance provided by one or more other Persons with whom or which Indemnitee may be associated. The relationship between the Company and such other Persons, other than an Enterprise, with respect to Indemnitee's rights to indemnification, advancement of Expenses, and insurance is described by this subsection, subject to the provisions of subsection (d) of this Section 15 with respect to a Proceeding concerning Indemnitee's Corporate Status with an Enterprise.

i. The Company hereby acknowledges and agrees:

1. the Company's obligations to Indemnitee are primary and any obligation of any other Persons, other than an Enterprise, are secondary (i.e., the Company is the indemnitor of first resort) with respect to any request for indemnification or advancement of Expenses made pursuant to this Agreement concerning any Proceeding;

2. the Company is primarily liable for all indemnification or advancement of Expenses obligations for any Proceeding, whether created by law,

the Bylaws, the Certificate of Incorporation, contract (including this Agreement) or otherwise;

3. any obligation of any other Persons with whom or which Indemnitee may be associated to indemnify Indemnitee and/or advance Expenses to Indemnitee in respect of any proceeding are secondary to the Company's obligations; and

4. the Company will indemnify Indemnitee and advance Expenses to Indemnitee hereunder to the fullest extent provided herein without regard to any rights Indemnitee may have against any other Person with whom or which Indemnitee may be associated or an insurer of any such Person.

ii. the Company irrevocably waives, relinquishes and releases (A) any other Person with whom or which Indemnitee may be associated from any claim of contribution, subrogation, reimbursement, exoneration or indemnification, or any other recovery of any kind in respect of amounts paid by the Company to Indemnitee pursuant to this Agreement and (B) any right to participate in any claim or remedy of Indemnitee against any Person whether or not such claim, remedy or right arises in equity or under contract, statute or common law, including, without limitation, the right to take or receive from any Person directly or indirectly, in cash or other property or by set-off or in any other manner, payment or security on account of such claim, remedy or right.

iii. In the event any other Person with whom or which Indemnitee may be associated or their insurers advances or extinguishes any liability or loss for Indemnitee, the payor has a right of subrogation against the Company or its insurers for all amounts so paid which would otherwise be payable by the Company or its insurers under this Agreement. In no event will payment by any other Person with whom or which Indemnitee may be associated or their insurers affect the obligations of the Company hereunder or shift primary liability for the Company's obligation to indemnify or advance Expenses to any other Person with whom or which Indemnitee may be associated.

iv. Any indemnification or advancement of Expenses provided by any other Person with whom or which Indemnitee may be associated specifically in excess over the Company's obligation to indemnify and advance Expenses or any valid and collectible insurance (including but not limited to any malpractice insurance or professional errors and omissions insurance) provided by the Company.

(c) To the extent that the Company maintains an insurance policy or policies providing liability insurance for directors, officers, employees, or Agents of the Company, the Company will obtain a policy or policies covering Indemnitee to the maximum extent of the coverage available for any such director, officer, employee or Agent under such policy or policies, including coverage in the event the Company does not or cannot, for any reason, indemnify or advance Expenses to Indemnitee as required by this Agreement. If, at the time of the receipt of a notice of a claim pursuant to this Agreement, the Company has director and officer liability insurance in effect, the Company will give prompt notice of such claim or of the

commencement of a Proceeding, as the case may be, to the insurers in accordance with the procedures set forth in the respective policies. The Company will thereafter take all necessary or desirable action to cause such insurers to pay, on behalf of Indemnitee, all amounts payable as a result of such Proceeding in accordance with the terms of such policies. Indemnitee agrees to assist the Company's efforts to cause the insurers to pay such amounts and will comply with the terms of such policies, including selection of approved panel counsel, if required.

(d) The Company's obligation to indemnify or advance Expenses hereunder to Indemnitee for any Proceeding concerning Indemnitee's Corporate Status with an Enterprise will be reduced by any amount Indemnitee has actually received as indemnification or advancement of Expenses from such Enterprise. The Company and Indemnitee intend that any such Enterprise (and its insurers) be the indemnitor of first resort with respect to indemnification and advancement of Expenses for any Proceeding related to or arising from Indemnitee's Corporate Status with such Enterprise. The Company's obligation to indemnify and advance Expenses to Indemnitee is secondary to the obligations the Enterprise or its insurers owe to Indemnitee. Indemnitee agrees to take all reasonably necessary and desirable action to obtain from an Enterprise indemnification and advancement of Expenses for any Proceeding related to, or arising from, Indemnitee's Corporate Status with such Enterprise.

(e) In the event of any payment made by the Company under this Agreement, the Company will be subrogated to the extent of such payment to all of the rights of recovery of Indemnitee from any Enterprise or its insurance carrier. Indemnitee will execute all papers required and take all action necessary to secure such rights, including execution of such documents as are necessary to enable the Company to bring suit to enforce such rights.

Section 16. Duration of Agreement. The indemnification and advancement of Expenses rights provided by or granted pursuant to this Agreement are (i) binding upon and be enforceable by the parties hereto and their respective successors and assigns (including any direct or indirect successor by purchase, merger, consolidation or otherwise to all or substantially all of the business or assets of the Company), (ii) continue as to an Indemnitee who has ceased to be a director, officer, employee or Agent of the Company or of any other Enterprise, and (iii) inure to the benefit of Indemnitee and Indemnitee's spouse, assigns, heirs, devisees, executors and administrators and other legal representatives.

Section 17. Severability. If any provision or provisions of this Agreement is held to be invalid, illegal or unenforceable for any reason whatsoever: (a) the validity, legality and enforceability of the remaining provisions of this Agreement (including without limitation, each portion of any Section of this Agreement containing any such provision held to be invalid, illegal or unenforceable, that is not itself invalid, illegal or unenforceable) will not in any way be affected or impaired thereby and will remain enforceable to the fullest extent permitted by law; (b) such provision or provisions will be deemed reformed to the extent necessary to conform to applicable law and to give the maximum effect to the intent of the parties hereto; and (c) to the fullest extent possible, the provisions of this Agreement (including, without limitation, each portion of any Section of this Agreement containing any such provision held to be invalid, illegal

or unenforceable, that is not itself invalid, illegal or unenforceable) will be construed so as to give effect to the intent manifested thereby.

Section 18. Interpretation. Any ambiguity in the terms of this Agreement will be resolved in favor of Indemnitee and in a manner to provide the maximum indemnification and advancement of Expenses permitted by law. The Company and Indemnitee intend that this Agreement provide to the fullest extent permitted by law for indemnification and advancement of Expenses in excess of that expressly provided, without limitation, by the Certificate of Incorporation, the Bylaws, vote of the Company's stockholders or disinterested directors, or applicable law.

Section 19. Enforcement.

(a) The Company expressly confirms and agrees that it has entered into this Agreement and assumed the obligations imposed on it hereby in order to induce Indemnitee to serve as a director, officer, employee, or Agent of the Company, and the Company acknowledges that Indemnitee is relying upon this Agreement in serving or continuing to serve as director, officer, employee, or Agent of the Company.

(b) This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings, oral, written and implied, between the parties hereto with respect to the subject matter hereof; provided, however, that this Agreement is a supplement to and in furtherance of the Certificate of Incorporation, the Bylaws, any directors' and officers' insurance maintained by the Company, and applicable law, is not a substitute therefor, and does not diminish or abrogate any rights of Indemnitee thereunder.

Section 20. Modification and Waiver. No supplement, modification or amendment of this Agreement is binding unless executed in writing by the parties hereto. No waiver of any of the provisions of this Agreement will be valid unless executed in writing by the party entitled to enforce the provision to be waived and any such waiver will not be deemed or constitutes a waiver of any other provisions of this Agreement nor will any waiver constitute a continuing waiver.

Section 21. Notice by Indemnitee. Indemnitee agrees to promptly notify the Company in writing upon being served with any summons, citation, subpoena, complaint, indictment, information or other document relating to any Proceeding or matter which may be subject to indemnification or advancement of Expenses covered hereunder. The failure of Indemnitee to so notify the Company does not relieve the Company of any obligation which it may have to the Indemnitee under this Agreement or otherwise.

Section 22. Notices. All notices, requests, demands and other communications under this Agreement will be in writing and will be deemed to have been duly given if (a) delivered by hand to the other party, (b) sent by reputable overnight courier to the other party or (c) sent by facsimile transmission or electronic mail, with receipt of oral confirmation that such communication has been received:

(a) If to Indemnitee, at the address indicated on the signature page of this Agreement, or such other address as Indemnitee provides to the Company.

(b) If to the Company to:

Seaport Entertainment Group Inc.
199 Water Street, 28th Floor
New York, NY 10038
Attention: General Counsel
Email:

or to any other address as may have been furnished to Indemnitee by the Company.

Section 23. Contribution. To the fullest extent permissible under applicable law, if the indemnification provided for in this Agreement is unavailable to Indemnitee for any reason whatsoever, the Company, in lieu of indemnifying Indemnitee, will contribute to the amount incurred by Indemnitee, whether for judgments, fines, penalties, excise taxes, amounts paid or to be paid in settlement and/or for Expenses, in connection with any claim relating to an indemnifiable event under this Agreement, in such proportion as is deemed fair and reasonable in light of all of the circumstances of such Proceeding in order to reflect (a) the relative benefits received by the Company and Indemnitee as a result of the event(s) and/or transaction(s) giving cause to such Proceeding; and/or (b) the relative fault of the Company (and its directors, officers, employees and Agents) and Indemnitee in connection with such event(s) and/or transaction(s).

Section 24. Applicable Law and Consent to Jurisdiction. This Agreement and the legal relations among the parties are governed by, and construed and enforced in accordance with, the laws of the State of Delaware, without regard to its conflict of laws rules. Except with respect to any arbitration commenced by Indemnitee pursuant to Section 14(a) of this Agreement, the Company and Indemnitee hereby irrevocably and unconditionally (a) agree that any action, claim, or proceeding between the parties arising out of or in connection with this Agreement may be brought only in the Delaware Court and not in any other state or federal court in the United States of America or any court in any other country, (b) consent to submit to the exclusive jurisdiction of the Delaware Court for purposes of any action, claim, or proceeding arising out of or in connection with this Agreement, (c) waive any objection to the laying of venue of any such action, claim, or proceeding in the Delaware Court, and (d) waive, and agree not to plead or to make, any claim that any such action, claim, or proceeding brought in the Delaware Court has been brought in an improper or inconvenient forum.

Section 25. Identical Counterparts. This Agreement may be executed in one or more counterparts, each of which will for all purposes be deemed to be an original but all of which together constitute one and the same Agreement. Only one such counterpart signed by the party against whom enforceability is sought needs to be produced to evidence the existence of this Agreement.

Section 26. Headings. The headings of this Agreement are inserted for convenience only and do not constitute part of this Agreement or affect the construction thereof.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed as of the day and year first above written.

SEAPORT ENTERTAINMENT GROUP INC.

By: _____
Name:
Office:

INDEMNITEE

_____
Name:
Address: _____
_____
_____

[*Signature Page to Indemnification Agreement*]

STANDBY PURCHASE AGREEMENT

THIS AGREEMENT (the "**Agreement**") has been entered into as of July 18, 2024, by and among **SEAPORT ENTERTAINMENT GROUP INC.**, a corporation existing under the laws of Delaware; ("**SEG**")

- and –

Solely with respect to Sections 9.1, 14.1 and 14.4, **HOWARD HUGHES HOLDINGS INC.**, a corporation existing under the laws of Delaware; ("**HHH**")

- and –

PERSHING SQUARE HOLDINGS, LTD., PERSHING SQUARE, L.P., and PERSHING SQUARE INTERNATIONAL, LTD.; (the "**Standby Purchasers**")

RECITALS:

A. SEG will, as described in and pursuant to the Registration Statement (as defined herein), commence a Rights Offering (as defined herein) in which holders (as of a certain record date) of shares of its Common Stock, will be granted the right to subscribe for and purchase additional shares of Common Stock at a cash subscription price of $25 per share (the "**Subscription Price**"), for an aggregate offering amount of up to $175 million; and

B. The Standby Purchasers have agreed severally and not jointly to participate in the Rights Offering by exercising the Basic Subscription Right (as defined herein) relating to such Standby Purchaser's Standby Purchaser Stock (as defined herein), as set forth in Section 2.1 and, in connection with the Rights Offering, propose to purchase their proportionate share of the shares of Common Stock that are offered but not otherwise purchased under the Rights Offering, on the terms and conditions set forth in this Agreement, with the aggregate number of shares of Common Stock to be purchased by each Standby Purchaser in the Rights Offering not to exceed the number of shares of Common Stock equal to such Standby Purchaser's Aggregate Standby Purchaser Amount (as defined herein).

NOW THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto have agreed as set forth below.

ARTICLE 1
INTERPRETATION

1.1 Definitions. In this Agreement and in the recitals hereto, unless something in the subject matter is inconsistent therewith:

"**Affiliate**" shall mean an affiliate (as defined in Rule 12b-2 under the Exchange Act) of a Standby Purchaser; provided that such Standby Purchaser or any of its affiliates exercises

investment authority, including, without limitation, with respect to voting and dispositive rights with respect to such affiliate;

"**Agreement**" shall have the meaning set forth in the Recitals;

"**Aggregate Standby Purchaser Amount**" shall have the meaning set forth in Section 2.1;

"**Applicable Governance Rules**" shall have the meaning set forth in Section 6.2(g);

"**Basic Subscription Right**" means the entitlement of a holder of Rights to subscribe pursuant to the Rights Offering for shares of Common Stock, at a price equal to the Subscription Price, for each Right held, as such entitlement is further detailed in the Prospectus;

"**Business Day**" means any day, other than a Saturday or a Sunday, on which banks are open for business in The City of New York;

"**Claim**" shall have the meaning set forth in Section 11.3;

"**Closing Date**" means the fifth Business Day following the Expiry Time, or such other date as required by Section 4.2 or as may be agreed by SEG and the Standby Purchasers, which in no event will be later than the Drop Dead Date;

"**Common Stock**" shall mean the common stock, par value $0.01 per share, of SEG, and any successor security;

"**Company Properties**" shall have the meaning set forth in Section 5.1(p);

"**Disinterested Director Approval**" shall have the meaning set forth in Section 6.2(g);

"**Distribution Ratio**" means the ratio of one share of Common Stock distributed to HHH stockholders of record for every nine shares of common stock, par value $0.01 per share, of HHH as part of the Spin-Off Transaction;

"**Drop Dead Date**" means 5:00 p.m. (New York time) on October 25, 2024;

"**Encumbrances**" shall have the meaning set forth in Section 5.1(r);

"**Environmental Laws**" shall have the meaning set forth in Section 5.1(p);

"**Exchange Act**" shall mean the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated by the SEC thereunder;

"**Expiry Time**" means 5:00 p.m. (New York time) on the date set forth in the Prospectus (unless extended pursuant to Section 4.2), such date and time being the date and time on which the Rights shall expire and become null and void;

"**Fundamental Representations**" means the representations and warranties contained in Section 5.1(a), Section 5.1(b), Section 5.1(c) , Section 5.1(d)(i), and Section 5.1(e);

"**GAAP**" means generally accepted accounting principles in the United States;

"**Governmental Entity**" means any (i) international, multinational, national, federal, state, provincial, regional, territorial, municipal, local or other governmental or public department, central bank, court, commission, board, bureau, agency or instrumentality, domestic or foreign, (ii) any subdivision or authority of any of the foregoing, or (iii) any quasi-governmental or private body exercising any regulatory, expropriation or taxing authority under or for the account of any of the above;

"**Hazardous Materials**" shall have the meaning set forth in Section 5.1(p);

"**HHH**" shall have the meaning set forth in the Recitals;

"**Indemnified Party**" shall have the meaning set forth in Section 11.3;

"**Indemnifying Party**" shall have the meaning set forth in Section 11.3;

"**Independent Director**" shall have the meaning set forth in Section 6.2(g);

"**Information Statement**" means the information statement included as Exhibit 99.1 to the Form 10 filed by SEG on May 23, 2024 (as amended and supplemented from time to time, including the version of the Information Statement to be filed by SEG on Form 8-K prior to mailing to holders of Common Stock, if applicable). References to "effectiveness" of the Information Statement refer to the effectiveness of the Registration Statement on Form 10 to which the Information Statement will be filed as an exhibit and that will become effective with the SEC prior to completion of the Spin-Off Transaction;

"**Investor Rights Agreement**" means an investor rights agreement to be entered into by SEG in favor of the Standby Purchasers;

"**Laws**" means any and all applicable (i) laws, constitutions, treaties, statutes, codes, ordinances, principles of common and civil law and equity, rules, regulations and municipal by-laws whether domestic, foreign or international, (ii) judicial, arbitral, administrative, ministerial, departmental and regulatory judgments, orders, writs, injunctions, decisions, and awards of any Governmental Entity, and (iii) policies, practices and guidelines of any Governmental Entity which, although not actually having the force of law, are considered by such Governmental Entity as requiring compliance as if having the force of law, and the term "applicable", with respect to such Laws and in the context that refers to one or more Persons, means such Laws that apply to such Person or Persons or its or their business, undertaking, property or securities at the relevant time and that emanate from a Governmental Entity having jurisdiction over the Person or Persons or its or their business, undertaking, property or securities;

"**Material Adverse Change**" means any change, development, event or occurrence with respect to SEG or its subsidiaries or their respective business, condition (financial or otherwise),

properties, assets, liabilities (contingent or otherwise), capital, operations, or results of operations, cash flow, income of SEG and its subsidiaries taken as a whole, that: (A) is, or would reasonably be expected to be, material and adverse to SEG and its subsidiaries, taken as a whole, but does not include (1) any changes in economic, regulatory or political conditions applicable to the commercial real estate, sports and entertainment industries in the United States, (2) any changes in U.S. or international financial markets generally; (3) any changes in Laws or regulation or in generally accepted accounting principles or in accounting standards, or changes in general legal, regulatory or political conditions; (4) any litigation or claims arising from allegations of breach of fiduciary duty or violation of Laws or otherwise, related to the execution or performance of this Agreement or the transactions contemplated hereby; (5) acts of war, sabotage or terrorism, or any escalation or worsening of any such acts of war, sabotage or terrorism threatened or underway as of the date of this Agreement; (6) earthquakes, hurricanes, tornadoes or other natural disasters; (7) in each case in and of itself, any decline in the market price, or change in trading volume, of the capital stock or debt securities of SEG or any direct or indirect subsidiary thereof, or any failure to meet publicly announced or internal revenue or earnings projections, forecasts, estimates or guidance for any period, whether relating to financial performance or business metrics, including, without limitation, revenues, net operating incomes, cash flows or cash positions, it being further understood that any event, change, development, effect or occurrence giving rise to such decline in the trading price or trading volume of the capital stock or debt securities of SEG or such failure to meet internal projections or forecasts as described in this clause (7), shall not be disregarded in determining whether a Material Adverse Change has occurred; or (8) any change, event, occurrence or state of facts that directly arises out of or results from the announcement or pendency of the transactions contemplated by this Agreement; provided, however, that with respect to items (1), (2) and (3) such matters do not primarily relate only to (or have the effect of primarily relating to) SEG and its subsidiaries taken as a whole, or have a disproportionate effect on SEG and its subsidiaries, taken as a whole, relative to comparable entities operating in the industries in which SEG and its subsidiaries, taken as a whole, operate, or (B) does or would reasonably be expected to materially and adversely affect the consummation of the transactions contemplated by this Agreement;

"**Minority Stockholder Approval**" shall have the meaning set forth in Section 6.2(g);

"**Misrepresentation**" shall have the meaning set forth in Section 3.1(j);

"**NYSE**" means the New York Stock Exchange;

"**Over Subscription Privilege**" means the entitlement of a holder of Rights (including a Standby Purchaser), that has exercised in full the Basic Subscription Right attaching to the Rights issued to it in the Rights Offering, to subscribe pursuant to the Rights Offering for additional shares of Common Stock that are offered but not subscribed for in the Rights Offering (if any), as such entitlement is further detailed in the Prospectus;

"**Person**" means an individual, company or corporation (with or without share capital), partnership, limited partnership, limited liability partnership, limited liability company, association, joint venture, syndicate, trust, estate, custodian, trustee, executor, administrator,

nominee or other legal personal representative, or other entity or organization, including a Governmental Entity or political subdivision or an agency or instrumentality thereof;

"**PS Indemnified Parties**" shall have the meaning set forth in Section 11.1;

"**Prospectus**" means the prospectus or prospectuses included in the Registration Statement at the time of effectiveness and mailing of the Prospectus to holders of Common Stock and relating to the Rights and the underlying shares of Common Stock, as amended or supplemented and including all documents incorporated therein by reference;

"**Record Date**" means the record date for the purpose of the Rights Offering that will be disclosed by SEG in the Prospectus;

"**Registration Statement**" shall mean the registration statement of SEG on Form S-1, including the Prospectus, amendments and supplements thereto, including post-effective amendments, all exhibits and all documents incorporated by reference in the Registration Statement relating to the Rights and the underlying shares of Common Stock pursuant to which the shares of Common Stock underlying the Rights will be registered pursuant to the Securities Act;

"**Rights**" means the transferable rights to subscribe for shares of Common Stock offered by SEG pursuant to the Rights Offering, with each holder of a share of Common Stock receiving one right per share of Common Stock held, and each entitling the holder thereof to subscribe for one share of Common Stock at the Subscription Price;

"**Rights Offering**" means the offering by SEG of Rights to the holders of shares of Common Stock on the Record Date to purchase in the aggregate Common Stock having a maximum value of $175 million at the Subscription Price, on the terms and conditions detailed in the Prospectus;

"**SEC**" means the United States Securities and Exchange Commission;

"**SEC Reports**" shall have the meaning set forth in Section 3.1(k);

"**Section 203 Resolution**" shall have the meaning set forth in Section 5.1(t);

"**Securities**" means, collectively, the Rights and the underlying shares of Common Stock issuable upon the exercise of the Rights or pursuant to this Agreement;

"**Securities Act**" means the Securities Act of 1933, as amended, and the rules and regulations promulgated by the SEC thereunder;

"**Securities Laws**" shall mean the United States federal and state securities laws, rules and regulations and published policies thereunder, the rules and policies of the NYSE, and the Sarbanes-Oxley Act;

"**SEG**" shall have the meaning set forth in the Recitals;

"**SEG Board**" shall have the meaning set forth in Section 13.1(a);

"**SEG Business**" shall have the meaning set forth in Section 5.1(n);

"**SEG Securities**" shall have the meaning set forth in Section 6.2(f);

"**SEG's knowledge**" means the actual knowledge after reasonable inquiry of Anton D. Nikodemus Matthew M. Partridge and Lucy Fato, and, with respect to any circumstances prior to the completion of the Spin-Off Transaction, SEG's knowledge shall also include the actual knowledge of David O'Reilly and Carlos Olea;

"**Senior Officers**" shall have the meaning set forth in Section 6.2(g);

"**Spin-Off Transaction**" shall have the meaning set forth in Section 8.2(e);

"**Standby Purchasers**" shall have the meaning set forth in the Recitals;

"**Standby Purchaser Nominee**" shall have the meaning set forth in Section 13.1(a);

"Standby Purchaser Percentage" shall have the meaning set forth in Section 2.1;

"**Standby Purchaser Stock**" of a Standby Purchaser means the Common Stock owned by such Standby Purchaser, its subsidiaries or any Person in which it owns an interest or over which the Standby Purchaser or any of its subsidiaries has control or direction, in each case immediately following, and as a result of the Spin-Off Transaction;

"**Standby Shares**" shall have the meaning set forth in Section 2.1;

"**Standstill Period**' shall have the meaning set forth in Section 6.2(f);

"**Subscription Price**" shall have the meaning set forth in the Recitals; and

"**United States**" means the United States of America, its territories and possessions, any state of the United States, and the District of Columbia.

1.2 Headings, etc. The division of this Agreement into articles, sections, paragraphs and clauses and the provision of headings are for the convenience of reference only and shall not affect the construction or interpretation of this Agreement. The terms "this agreement", "hereof", "hereunder" and similar expressions refer to this Agreement as a whole and not to any particular article, section, paragraph, clause or other portion hereof and include any agreement or instrument supplemental or ancillary hereto. Unless something in the subject matter or context is inconsistent therewith, references herein to articles, sections, paragraphs or clauses are to articles, sections, paragraphs or clauses of this Agreement.

1.3 Plurality and Gender. Words importing the singular number only shall include the plural and vice versa, words importing the masculine gender shall include the feminine and

neuter genders and vice versa and the words importing persons shall include individuals, partnerships, trusts, corporations, governments and governmental authorities and vice versa.

1.4 Interpretation. The words "include", "includes" and "including" shall mean "include", "includes" and "including", in each case, "without limitation".

1.5 Currency. Unless otherwise specifically stated, all references to dollars and cents in this Agreement are to the lawful currency of the United States.

1.6 Statutes. Any reference to a statute, act or Law shall include and shall be deemed to be a reference to such statute, act or Law and to the regulations, instruments and policies made pursuant thereto, with all amendments made thereto and in force from time to time, and to any statute, act or Law that may be passed which has the effect of supplementing or superseding such statute, act or Law so referred to.

ARTICLE 2
STANDBY COMMITMENT

2.1 Standby Commitment. Subject to and in accordance with the terms and conditions hereof, each Standby Purchaser hereby agrees to purchase, severally and not jointly, from SEG, and SEG hereby agrees to sell to each Standby Purchaser, at the Subscription Price and on the Closing Date, the shares of Common Stock that were not otherwise subscribed for and purchased in the Rights Offering by holders of Rights prior to the Expiry Time (and for greater certainty, the Standby Purchasers shall purchase shares of Common Stock hereunder only to the extent that such shares of Common Stock were not otherwise subscribed for by a holder of Rights prior to the Expiry Time, including pursuant to a holder's Over Subscription Privilege) as set forth in this Section 2.1 (the "**Standby Shares**") in the respective percentages (each a **"Standby Purchaser Percentage"**) set forth on the signature page hereof; provided, however, that such Standby Purchaser's obligation to purchase shares of Common Stock issued pursuant to the Rights Offering and this Agreement (which, for greater certainty, shall comprise the sum of (i) shares of Common Stock purchased pursuant to the Basic Subscription Right of such Standby Purchaser, (ii) any shares of Common Stock purchased pursuant to the Over Subscription Right of the Standby Purchasers and (iii) the Standby Shares) shall not exceed in the aggregate the product of such Standby Purchaser's Standby Purchaser Percentage (expressed as a decimal) multiplied by $175 million (the "**Aggregate Standby Purchaser Amount**").

2.2 Reserved.

2.3 Payment for Standby Shares. Subject to and in accordance with the terms hereof, on the Closing Date, each Standby Purchaser shall pay, in immediately available funds by wire transfer to an account designated by SEG, the aggregate Subscription Price that is payable for its Standby Shares against delivery of such Standby Shares.

2.4 Intention of the Standby Purchasers and SEG. Each Standby Purchaser on the one hand and SEG on the other hand hereby agree that it is the intent of the parties that the Standby Purchasers, by virtue of acting hereunder, shall not be deemed "underwriters" within the

definition of Section 2(a)(11) of the Securities Act or deemed to be engaged in broker-dealer activity requiring registration under Section 15 of the Exchange Act, and the Standby Purchasers and SEG shall in the fulfillment of their obligations hereunder act in accordance with this mutual understanding.

2.5 Withholding. SEG, the Standby Purchasers and HHH shall each be entitled to deduct and withhold from any amounts otherwise payable pursuant to this Agreement to any Person such amounts as SEG, a Standby Purchaser or HHH, as applicable, is required to deduct and withhold under any applicable tax Law with respect to the making of such payment. To the extent that amounts are so withheld, such withheld amounts shall be treated for all purposes of this Agreement as having been paid to the Person in respect of whom such deduction and withholding was made.

ARTICLE 3
COVENANTS OF SEG

3.1 Subject to and in accordance with the terms hereof, SEG shall:

(a) use reasonable best efforts to prepare and file with the SEC as soon as practicable the Registration Statement, including the Prospectus, and to cause such Registration Statement to be declared effective by the SEC as soon as practical thereafter;

(b) use reasonable best efforts to mail the Prospectus to each holder of shares of Common Stock as soon as practicable following the time when the Registration Statement is declared effective by the SEC;

(c) use reasonable best efforts to prepare and file with the SEC such amendments and supplements to such Registration Statement and the Prospectus as may be necessary to comply with the applicable requirements of the Securities Act in order to complete the Rights Offering;

(d) permit the Standby Purchasers and their advisors and representatives to participate in the preparation of the Registration Statement and the Prospectus and any amendments and supplements thereto and shall allow the Standby Purchasers and their advisors and representatives to conduct all due diligence investigations that it reasonably determines to be advisable from time to time, provided that such do not cause undue interference to the ordinary course of conduct of SEG's business. SEG shall co-operate to the fullest extent possible in arranging such meetings as the Standby Purchasers consider reasonably necessary or desirable to facilitate their respective due diligence reviews. SEG shall authorize all reasonably necessary parties to grant full disclosure of all information relating to SEG and any of their respective subsidiaries to the advisors and representatives of the Standby Purchasers. Each Standby Purchaser shall, and shall instruct its advisors and representatives to, maintain the confidentiality of all information that is disclosed to such Standby Purchaser, its advisors and its representatives pursuant to this Agreement and will not disclose such information; provided that such Standby Purchaser agrees to be responsible for any breach by its advisors and representatives of the obligation to maintain the confidentiality of such information;

(e) take all necessary and appropriate actions such that the Rights Offering and the other transactions contemplated in this Agreement will be effected in accordance with Securities Laws. SEG will consult with the Standby Purchasers and their advisors and representatives at a Standby Purchaser's reasonable request regarding the manner in which the Rights Offering and the other transactions contemplated herein will comply with Securities Laws, provide to the Standby Purchasers and their respective advisors copies of any documents that are received from the SEC, the NYSE, or other regulatory authority that relate to the Rights Offering and provide to the Standby Purchasers and their respective advisors copies of any documents that are to be submitted by it to the SEC, the NYSE, or other regulatory authority for the purpose of the Rights Offering (including, for greater certainty, the Registration Statement, the Prospectus, any amendment or supplement thereto, any agreement or instrument required to be filed and such reports, opinions and other agreements or instruments that may be reasonably requested by a Standby Purchaser) prior to being so submitted and give the Standby Purchasers and their advisors a reasonable opportunity to comment on same;

(f) use best efforts to obtain the withdrawal of any order suspending the effectiveness of the Registration Statement, or the lifting of any suspension of the qualification or exemption from qualification of any Securities for sale in any jurisdiction in the United States;

(g) use reasonable best efforts to cause the Securities to be listed on NYSE;

(h) provide a transfer agent and registrar for the Securities issuable under the Rights Offering not later than the effective date of the Registration Statement;

(i) promptly notify the Standby Purchasers: (1) when the Registration Statement, any pre-effective amendment, the Prospectus or any prospectus supplement or any post-effective amendment to the Registration Statement has been filed and, with respect to the Registration Statement or any post-effective amendment, when the same has become effective; (2) of any request by the SEC for amendments or supplements to the Registration Statement or the Prospectus or for any additional information regarding such Standby Purchaser; (3) of the notification to SEG by the SEC of its initiation of any proceeding with respect to the issuance by the SEC of any stop order suspending the effectiveness of the Registration Statement; and (4) of the receipt by SEG of any notification with respect to the suspension of the qualification of any Securities for sale under the applicable securities or blue sky laws of any jurisdiction; and keep the Standby Purchasers' counsel reasonably apprised as to any developments or plans of SEG relevant to Registration Statement;

(j) ensure that the Registration Statement (including any amendments thereto), at the time of effectiveness, shall not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein, or necessary to make the statements therein not misleading (a "**Misrepresentation**"), and that no Prospectus (including any supplements thereto), at the time of effectiveness of the Registration Statement and mailing of the Prospectus, shall contain a Misrepresentation, provided that these representations shall not cover any statement made in reliance on and in conformity with written information furnished to SEG by the Standby Purchasers specifically for use therein;

(k) file or furnish, as applicable, on a timely basis, all forms, statements, schedules, certifications, reports and documents required to be filed or furnished by it with the SEC pursuant to the Exchange Act or the Securities Act (the "**SEC Reports**") at any time up to and including the Closing Date. SEG shall provide the Standby Purchasers a reasonable opportunity to review, and comment on, each SEC Report prior to such SEC Report being filed or furnished, as applicable and shall consider in good faith any comments received from a Standby Purchaser;

(l) use reasonable best efforts to obtain all necessary consents, approvals or exemptions for the creation, offering and issuance of the Securities and the entering into and performance by SEG of this Agreement and the transactions contemplated herein (including, for greater certainty, the issuance of the Rights and the underlying shares of Common Stock issuable upon the exercise of the Rights);

(m) enter into the Investor Rights Agreement on or prior to the Closing Date in substantially the form attached hereto as Exhibit A;

(n) cause its transfer agent to deliver to each Standby Purchaser, as soon as is practicable following the Expiry Time, but in no event later than two Business Days following the Expiry Time, details concerning the total number of shares of Common Stock duly subscribed and paid for by holders of Rights under the Rights Offering, including those shares of Common Stock subscribed and paid for pursuant to the Over Subscription Privilege;

(o) not, prior to the Expiry Time, enter into any oral or written agreement, contract or understanding providing for the sale of shares of Common Stock that are not otherwise subscribed for and taken up under the Rights Offering by holders of Rights;

(p) adopt all members in full force and effect the amended and restated certificate of incorporation in substantially the form attached hereto as Exhibit B from on or prior to the completion of the Spin-Off Transaction through, and as of, the Closing Date;

(q) acknowledge and agree that the Standby Purchasers are each acting solely in the capacity of an arm's length purchaser with respect to this Agreement and the transactions contemplated hereby and thereby. SEG further acknowledges that no Standby Purchaser is acting as a financial advisor or fiduciary of SEG (or in any similar capacity) with respect to this Agreement and the transactions contemplated thereby and any advice given by a Standby Purchaser or any of its respective representatives or agents in connection with this Agreement and the transactions contemplated thereby is merely incidental to such Standby Purchaser's purchase of the Common Stock in the Rights Offering. SEG further represents to the Standby Purchasers that SEG's decision to enter into this Agreement has been based solely on the independent evaluation of the transactions contemplated hereby by SEG and its representatives.

ARTICLE 4
NOTIFICATION OF CHANGES

4.1 Material Change during Distribution. During the period from the date of this Agreement to the Closing Date, SEG shall promptly notify the Standby Purchasers in writing of the full particulars of:

(a) any material change (actual, anticipated, contemplated or threatened, financial or otherwise) in the business, affairs, operations, assets, liabilities (contingent or otherwise) or capital of SEG and its subsidiaries taken as a whole; it being understood and agreed that the contribution of assets and liabilities associated with the SEG Business in connection with the Spin-Off Transaction as described in the Information Statement shall not be considered a material change;

(b) the occurrence of any event as a result of which the Prospectus included in the Registration Statement at the time of effectiveness of the Registration Statement and mailing of the Prospectus contains a Misrepresentation;

(c) the occurrence, or failure to occur, of any event or state of facts which occurrence or failure would, or would be likely to cause any of the representations or warranties of SEG contained herein to be untrue or inaccurate, in any material respect in the case of any representation or warranty other than a Fundamental Representation, or would result in non-compliance in any material respect with any covenant, condition or agreement to be complied with or satisfied by SEG, contained herein; and

(d) the initiation of any claim, litigation, investigation or proceeding, including without limitation by or before any Governmental Entity, in relation to the Spin-Off Transaction, the Rights Offering or the Securities.

At the request of a Standby Purchaser, SEG shall use reasonable best efforts to prepare, as soon as practical, a supplement or amendment to such Prospectus so that, as thereafter delivered to any prospective purchasers of such Securities, such Prospectus shall not contain any Misrepresentations. However, SEG will not file any supplement or amendment to such Prospectus without first allowing the Standby Purchasers to review, and comment on, such Prospectus.

SEG shall in good faith discuss with the Standby Purchasers any fact, event or change in circumstances (actual, anticipated, contemplated or threatened, financial or otherwise) which is of such a nature that there is reasonable doubt as to whether written notice to the Standby Purchasers need be given under this paragraph.

4.2 Change in Closing Date. If a material change occurs prior to the Closing Date, then, provided that none of the rights to terminate this Agreement pursuant to Article 10 hereof has otherwise been exercised, the Expiry Date shall be extended as needed, provided that the Standby Purchasers, acting reasonably, consent to such extension, and the Closing Date shall be, unless SEG and the Standby Purchasers otherwise agree in writing, the sixth Business Day

following the date on which all applicable filings or other requirements of Securities Laws with respect to such material change have been complied with and any appropriate notice of such filings from SEG or SEG's counsel have been received by the Standby Purchasers, provided however, that in no event shall the Closing Date be later than the Drop Dead Date.

ARTICLE 5
REPRESENTATIONS AND WARRANTIES OF SEG

5.1 Representations. SEG represents and warrants to the Standby Purchasers that:

(a) SEG is a corporation duly organized, validly existing and in good standing under laws of the State of Delaware and has all requisite corporate power to conduct its business as a foreign corporation as currently conducted and is and as of the Closing Date will be duly qualified to transact business and is in good standing in each jurisdiction in which the material conduct of its business or its ownership or leasing of material property requires such qualification.

(b) Immediately following the Closing Date, the authorized capital stock of SEG shall consist of 480,000,000 shares of Common Stock. Assuming a record date of March 31, 2024, and applying the Distribution Ratio to the number of HHH shares outstanding on such date, immediately following the Spin-Off Transaction there will be 5,582,637 shares of Common Stock outstanding. SEG expects to issue an additional 7,000,000 shares of Common Stock in connection with the Rights Offering. Based on the number of SEG shares to be outstanding following the Spin-Off Transaction (assuming a record date of March 31, 2024, and applying the Distribution Ratio to the number of HHH shares outstanding on such date) and the additional 7,000,000 shares of Common Stock that SEG expects to issue in connection with the Rights Offering and Standby Commitment, excluding any issuances of common stock to SEG management, employees or board members, as of the Closing Date there will be 12,582,637 shares of Common Stock outstanding (adjusted to reflect (i) changes in HHH shares outstanding between March 31, 2024 and the record date of the Spin-Off Transaction based on (x) the exercise of any stock options pursuant to HHH incentive plans, (y) issuances of any awards under HHH incentive plans, and (z) withholdings, forfeitures and cancellations of such awards, and (ii) fractional share adjustments in connection with the Spin-Off Transaction), 6,800,000 shares of Common Stock reserved for issuance under the Seaport Entertainment Group Inc. 2024 Equity Incentive Plan and 460,417,363 shares of authorized but unissued Common Stock. Except as disclosed in the Information Statement and except as contemplated under the Rights Offering, no Person other than the Standby Purchasers has any agreement or option or any right or privilege (whether by law, pre-emptive or contractual) capable of becoming an agreement or option for the purchase from SEG of any shares of Common Stock or other securities of SEG.

(c) All issued and outstanding shares of Common Stock have been duly authorized and validly issued, and are fully paid and non-assessable. When delivered to the respective purchasers and paid for by the respective purchasers in accordance with the terms and conditions of the Rights Offering and/or the terms and conditions of this Agreement, the Securities will be validly issued, fully paid and non-assessable and will be free and clear of all liens, pledges,

claims, encumbrances, security interests and other restrictions, except for restrictions on resale or transfer imposed under Securities Laws.

(d) The execution, delivery and performance by SEG of this Agreement:

(i) has been duly authorized by all necessary corporate action on its part;

(ii) does not (or would not with the giving of notice, the lapse of time or the happening of any other event or condition) violate its certificate of incorporation or by-laws or result in a breach of, a violation of, or constitute a default under, or conflict with, any provision of any indenture, mortgage, agreement, contract or other instrument to which SEG or any of its subsidiaries is a party or by which SEG or any of its subsidiaries or any of their respective properties or assets is bound that would, individually or in the aggregate, result in a Material Adverse Change or have a material adverse effect on the Rights Offering, the other transactions contemplated herein or on the respective businesses of SEG and its subsidiaries; and

(iii) will not result in the violation of any Law, excluding for this purpose any breaches or violations of or conflicts with Laws that would not, individually or in the aggregate, result in a Material Adverse Change or have a material adverse effect on the Rights Offering, the other transactions contemplated herein or on the respective businesses of SEG and its subsidiaries.

(e) This Agreement has been duly executed and delivered by SEG and constitutes a legal, valid and binding obligation of SEG, enforceable against it in accordance with its terms, subject only to (i) any limitation under Laws relating to bankruptcy, insolvency, arrangements or other Laws of general application affecting the enforcement of creditors' rights, and (ii) the discretion that a court may exercise in the granting of equitable remedies such as specific performance and injunction.

(f) No consent, approval, order or authorization of, or declaration, filing or notification with any Governmental Entity or any third party is required by or with respect to SEG or any of its Affiliates in connection with the execution and delivery of this Agreement or the consummation of the transactions by SEG contemplated hereby, other than the consents, approvals, or authorizations that may be required by Securities Laws.

(g) There are no legal or governmental proceedings pending, or, to SEG's knowledge, threatened to which SEG or any of its subsidiaries is a party and which, if determined adversely, would have a material adverse effect on SEG and its subsidiaries, on a consolidated basis, or on the power or ability of SEG to perform its obligations under this Agreement or to consummate the transactions contemplated by this Agreement.

(h) Except as set forth herein, there are no oral or written agreements, contacts or understandings with any Person providing for the sale by SEG of shares of Common Stock that are not otherwise subscribed for and taken up under the Rights Offering by holders of Rights.

(i) The financial statements of SEG included in the Information Statement and the Registration Statement, at the respective time of effectiveness of each such document, will comply as to form in all material respects with applicable accounting requirements and with the published rules and regulations of the SEC with respect thereto, are or will be prepared in accordance with United States generally accepted accounting principles applied on a consistent basis during the periods involved, and present or will present fairly in all material respects, the consolidated financial position of SEG as at the dates thereof and the consolidated results of their operations and cash flows for the periods then ended.

(j) Except for (A) those liabilities that are reflected or reserved for in the financial statements of SEG included in the Information Statement or as otherwise specifically disclosed in the Information Statement and (B) liabilities incurred since the completion of the Spin-Off Transaction in the ordinary course of business, SEG and its subsidiaries do not have, and since the Distribution Date, SEG and its subsidiaries will not have incurred, any material liabilities or obligations of any nature whatsoever (whether accrued, absolute, contingent or otherwise and whether or not required to be reflected in SEG's financial statements in accordance with GAAP). Except as described in the Registration Statement, neither SEG nor any of its subsidiaries is a guarantor or otherwise is liable for any liability (including indebtedness) of any other Person.

(k) SEG will, as of the Closing Date, not be in violation in any material respect of the rules and policies of the NYSE, including the applicable listing requirements of the NYSE.

(l) At the date hereof and at the respective time of effectiveness of each of the Information Statement and the Registration Statement and at the time of mailing of the Prospectus, including any respective amendment or supplement thereto, each such document will comply with the requirements of Securities Laws in all material respects; and at the date hereof and at the respective time of effectiveness of the Information Statement and the Registration Statement and at the time of mailing of the Prospectus, and any respective amendment or supplement thereto, each such document will not contain a Misrepresentation; and as of the Closing Date, neither the Registration Statement nor the Prospectus will contain any Misrepresentation; provided that the foregoing will not apply to any information or statements contained in the Registration Statement, Prospectus or any amendment or supplement thereto, relating solely to a Standby Purchaser that such Standby Purchaser has specifically provided to SEG in writing for inclusion in such document.

(m) Since December 31, 2023 to the date of this Agreement, no Material Adverse Change has occurred. For purposes of this representation, the term "**Material Adverse Change**" shall be read to include any change, development, event or occurrence with respect to the business currently conducted by HHH which, following the completion of the Spin-Off Transaction, will be conducted by SEG, as described in the Information Statement (the "**SEG Business**").

(n) SEG and its subsidiaries (a) are and will, immediately following the completion of the Spin-Off Transaction be, in compliance with all Laws, statutes, ordinances, rules, regulations, orders, judgments and decrees of any court or governmental agency or body having jurisdiction over SEG or any of its subsidiaries or any of their respective properties, and (b) have not

received written notice of any alleged material violation of any of the foregoing and are not aware of HHH having received such written notice except, in the case of each of clauses (a) and (b) above, for any such failure to comply, default or violation that would not, individually or in the aggregate, be reasonably expected to result in a Material Adverse Change. Following the completion of the Spin-Off Transaction, each of SEG and its subsidiaries will hold all material licenses, franchises, permits, certificates of occupancy, consents, registrations, certificates and other governmental and regulatory permits, authorizations and approvals required for the operation of the business described in the Information Statement, as currently conducted by HHH and for the ownership, lease or operation of its material assets except, in each case, where the failure to possess or make the same would not, individually or in the aggregate, reasonably be expected to result in a Material Adverse Change.

(o) Upon completion of the Spin-Off Transaction, SEG will maintain a system of "disclosure controls and procedures" (as defined in Rules 13a-15(e) and 15d-15(e) under the Exchange Act) that is reasonably designed to ensure that information required to be disclosed by SEG in the reports that it files or submits under the Exchange Act is recorded, processed, summarized and reported within the time periods specified in the rules and forms of the SEC, and that information relating to SEG is accumulated and communicated to SEG's management as appropriate to allow timely decisions regarding required disclosure.

(p) Except as would not, individually or in the aggregate, reasonably be expected to result in a Material Adverse Change, (i) each of SEG and its subsidiaries are and will, immediately following the completion of the Spin-Off Transaction be, in compliance with and each of the properties listed in the Information Statement (the "**Company Properties**") are and have been maintained in compliance with, any and all applicable federal, state, local and foreign Laws relating to the protection of the environment (collectively, "**Environmental Laws**"), which compliance includes obtaining, maintaining and complying with all permits, licenses or other approvals required under Environmental Laws to conduct operations as presently conducted, and no action is pending or, to SEG's knowledge, threatened that seeks to repeal, modify, amend, revoke, limit, deny renewal of, or otherwise appeal or challenge any such permits, licenses or other approvals, (ii) none of SEG or its subsidiaries, and to SEG's knowledge HHH, have received any written notice of, and none of the Company Properties have been the subject of any written notice received by SEG or any of its subsidiaries, or to SEG's knowledge, received by HHH, of, any actual or potential liability under or violation of Environmental Law, (iii) none of SEG and its subsidiaries are a party to or the subject of any pending, or, to SEG's knowledge, threatened, legal proceeding alleging any liability, responsibility, or violation under any Environmental Laws with respect to their past or present facilities or their respective operations, (iv) none of SEG and its subsidiaries have released petroleum products or byproducts, radioactive materials, asbestos-containing materials, radon, lead-containing materials, polychlorinated biphenyls, mold, and hazardous building materials (collectively, "**Hazardous Materials**") on any real property in a manner that would reasonably be expected to result in an environmental claim or liability against SEG or any of its subsidiaries or Affiliates, and (v) none of the Company Properties is the subject of any pending, or, to SEG's knowledge, threatened, legal proceeding alleging any liability, responsibility, or violation under any Environmental Laws.

(q) On or before the completion of the Spin-Off Transaction, SEG will have obtained for itself and its subsidiaries insurance policies in those amounts and covering those risks, as in its judgment, are reasonable for the business and assets of SEG and its subsidiaries.

(r) Upon completion of the Spin-Off Transaction, SEG or its subsidiaries will have title in fee simple to, a valid leasehold interest in or other interest (including without limitation, the contractual right to form a joint venture to hold an 80% managing member interest in a to-be-formed entity that would own the air rights above the Fashion Show mall in Las Vegas, Nevada, as well as the right to develop such air rights) disclosed in the Information Statement in, all Company Properties (except for those lessor estates in real property which, in the aggregate, are not material in value to SEG or its subsidiaries taken as a whole), in each case free and clear of all liens, encumbrances and defects (collectively, "**Encumbrances**") except (i) Encumbrances which have been reflected generally or in the aggregate in the financial statements of SEG included in the Information Statement, (ii) Encumbrances that result from any statutory or other liens for taxes or assessments that are not yet delinquent or the validity of which is being contested in good faith by appropriate proceedings and for which an adequate reserve has been recorded in accordance with GAAP; provided that such reserve is either disclosed in the financial statements of SEG included in the Information Statement or is otherwise disclosed to the Standby Purchasers in writing, (iii) any contracts or other occupancy agreements with third parties for the occupation or use of portions of such property by such third parties in the ordinary course of the business of SEG or its subsidiaries, (iv) Encumbrances imposed or promulgated by law or any governmental regulatory authority, including zoning, entitlement and other land use and environmental regulations, (v) Encumbrances disclosed on existing title policies and current title insurance commitments or surveys, (vi) Encumbrances on the landlord's fee interest at any such property where SEG or its subsidiary is the tenant under any ground lease, (vii) any cashiers', landlords', workers', mechanics', carriers', workmen's, repairmen's and materialmen's liens and other similar liens incurred in the ordinary course of business which (A) are being challenged in good faith by appropriate proceedings and for which a sufficient and appropriate reserve has been set aside for the full payment thereof, or (B) have been otherwise fully bonded and discharged of record or for which a sufficient and appropriate reserve has been set aside for the full payment thereof or would not, individually or in the aggregate, reasonably be expected to result in a Material Adverse Change, provided in the case of (A) and (B) that such reserve is either disclosed in the financial statements of SEG included in the Information Statement or is otherwise disclosed to the Standby Purchasers in writing, (viii) Encumbrances caused fully or substantially by the third party members or partners in any joint venture, without the knowledge or consent of SEG or any of its subsidiaries, (ix) Encumbrances that arise under or pursuant to the rules and regulations of the MLB Professional Development Leagues, LLC and/or the boards, committees and subcommittees related thereto, or (x) Encumbrances which (A) if all covenants and conditions thereof are observed or performed, will not materially interfere with the use made or proposed to be made of such property by SEG and its subsidiaries or (B) are reasonable and customary with regard to the normal operation of land and improvements held for commercial purposes by first class owners and operators of commercial real estate, entertainment industries or minor league baseball and, in the case of clause (viii), would not in the aggregate, be material to SEG and its subsidiaries, taken as a whole.

(s) All of the assets reflected in the financial statements of SEG included in the Information Statement have been or will be, immediately prior to the completion of the Spin-Off Transaction, conveyed by HHH to SEG.

(t) The SEG Board has taken all action necessary or appropriate under Section 203 of the *Delaware General Corporation Law* to approve the acquisition by the Standby Purchasers and its controlled Affiliates of Common Stock pursuant to the Spin-Off Transaction, the Rights Offering and this Agreement so that such Section 203 shall not apply to such transactions (the "**Section 203 Resolution**").

ARTICLE 6
REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE STANDBY PURCHASERS

6.1 Representations. Each Standby Purchaser represents and warrants severally and not jointly with respect to itself to SEG that:

(a) It is duly organized and validly existing standing under the laws of its jurisdiction of organization and that it has all the requisite corporate or limited partnership power and authority to enter into and perform its obligations under this Agreement.

(b) The execution, delivery and performance by such Standby Purchaser of this Agreement:

(i) has been duly authorized by all necessary corporate action on its part;

(ii) does not (or would not with the giving of notice, the lapse of time or the happening of any other event or condition) result in a breach or a violation of, or conflict with, any of the terms or provisions of indenture, mortgage, agreement, contract or other instrument to which it is a party or pursuant to which any of its assets or property may be affected that would, individually or in the aggregate, have a material adverse effect on the ability of such Standby Purchaser to perform its obligations hereunder; and

(iii) will not result in the violation of any Law, excluding for this purpose any breaches or violations of, or conflicts with, Laws that would not individually or in the aggregate have a material adverse effect on the ability of such Standby Purchaser to perform its obligations hereunder.

(c) This Agreement has been duly executed and delivered by such Standby Purchaser and constitutes a legal, valid and binding obligation of such Standby Purchaser, enforceable against it in accordance with its terms, subject only to (i) any limitation under Laws relating to bankruptcy, insolvency, arrangement or other Laws of general application affecting the enforcement of creditors' rights, and (ii) the discretion that a court may exercise in the granting of equitable remedies such as specific performance and injunction.

(d) No consent, approval, order or authorization of, or declaration, filing or notification with, any Governmental Entity is required by or with respect to the Standby Purchasers in connection with the execution and delivery of this Agreement or the consummation of the transactions by such Standby Purchaser contemplated hereby, other than:

(i) consents, approvals, or authorizations that may be required by Securities Laws; and

(ii) consents, approvals, authorizations, filings or notifications that may be required by the SEC,

except where the failure to obtain such consents, approvals, orders or authorizations of, or make such declarations, filings or notifications with, any Governmental Entity, individually or in the aggregate, would not have a material adverse effect on the ability of such Standby Purchaser to perform its obligations hereunder.

(e) Such Standby Purchaser will have on the Closing Date (regardless of the number of Rights that are exercised by the holders of Rights prior to the Expiry Time) the financial ability and sufficient funds to make and complete the payment for all of the Standby Shares that it has committed to acquire hereunder and the availability of such funds will not be subject to the consent, approval or authorization of any Person(s).

(f) Such Standby Purchaser has directly or through its investment advisor received or has had full access to all the information it considers necessary or appropriate for deciding whether to purchase the shares of Common Stock and has had an opportunity to ask questions and receive answers regarding the terms and conditions of the shares of Common Stock. Such Standby Purchaser has consulted with such Standby Purchaser's legal counsel, financial advisor and tax advisor regarding aspects of the transaction it deems necessary, including the risks thereof.

(g) Such Standby Purchaser understands that the Standby Shares have not been registered under the Securities Act by reason of a specific exemption from the registration provisions of the Securities Act, the availability of which depends upon, among other things, the bona fide nature of the investment intent and the accuracy of such Standby Purchaser's representations as expressed herein or otherwise made pursuant hereto.

(h) Such Standby Purchaser is acquiring the Standby Shares it is acquiring under this Agreement for investment purposes for its own account, not as a nominee or agent, and not with a view to, or for resale in connection with, any distribution thereof not in compliance with the Securities Laws; provided, however, that in making such representation, such Standby Purchaser does not agree to hold the Standby Shares purchased pursuant to Section 2.1 for any minimum or specified term and reserves the right to sell, transfer or otherwise dispose of such Standby Shares purchased pursuant to Section 2.1 at any time in compliance with the Securities Laws applicable to such sale, transfer or disposition.

(i) Such Standby Purchaser understands and acknowledges that, upon the original issuance thereof and until such time as the same is no longer required under any applicable requirements of the Securities Act or applicable state securities laws, SEG and its transfer agent shall make such notation in the stock book and transfer records of SEG as may be necessary to record that the Standby Shares have not been registered under the Securities Act and that the Standby Shares may not be resold without registration under the Securities Act or in a transaction that is exempt from or not subject to the registration requirements thereof.

6.2 Covenants. Subject to and in accordance with the terms hereof, each Standby Purchaser undertakes and agrees with and in favor of SEG that:

(a) It will reasonably co-operate with SEG in obtaining such consents and approvals as are required in order to permit such Standby Purchaser to acquire all of the shares of Common Stock that shall be acquired by it pursuant to the Rights Offering and this Agreement.

(b) It will reasonably co-operate with SEG to provide such information that is required from such Standby Purchaser for the preparation of the Registration Statement and the Prospectus and any amendment or supplement thereto to the extent information is required from a Standby Purchaser therefor.

(c) Provided SEG has complied in all material respects with the provisions of this Agreement required to be complied with on or prior to the Expiry Date, such Standby Purchaser will exercise the Basic Subscription Right relating to the Standby Purchaser Stock, as provided in Section 2.1.

(d) It will use reasonable best efforts to ensure that it does not furnish to SEG any written information with respect to it, that is to be specifically used in the Registration Statement (including any amendments thereto), that contains a Misrepresentation.

(e) In connection with the Rights Offering, such Standby Purchaser will not take, directly or indirectly, any action designed to or that would reasonably be expected to cause or result in any stabilization or manipulation of the price of the Common Stock to facilitate the sale or resale of the Standby Shares (purchased pursuant to Section 2.1) in violation of Regulation M under the Exchange Act.

(f) It will not, prior to the date that is eighteen (18) months following completion of the Spin-Off Transaction (the "**Standstill Period**"), and shall cause its controlled Affiliates not to, directly or indirectly alone, or as part of a "group" (as such term is applied under Section 13(d) of the Exchange Act), effect or enter into any agreement to effect, any acquisition of (or obtaining any right to direct the voting or disposition of) any SEG Securities, or rights or options to acquire (or obtain any right to direct the voting or disposition of) any SEG Securities, in each case, whether or not any of the foregoing may be acquired or obtained immediately or only after the passage of time or upon the satisfaction of one or more conditions pursuant to any agreement, arrangement or understanding or otherwise; provided that, notwithstanding the foregoing, nothing in this Section 6.2(f) shall restrict, prevent or otherwise limit (A) any issuance of options or other equity awards granted to officers or directors of SEG that is authorized and approved by

the Compensation Committee of the SEG Board, or (B) the participation by Standby Purchasers and their Affiliates in any issuance of SEG Securities by SEG that is made pro rata to all stockholders of SEG (including, in the case of any rights offering made by SEG, the exercise of any Over Subscription privilege made available to all holders of Common Stock on the same terms), including, without limitation, the Rights Offering. For purposes of this Section 6.2, "**SEG Securities**" shall mean (i) any Common Stock, (ii) any securities of SEG entitled to vote generally in the election of directors of SEG and (iii) any securities of SEG that are convertible into or exercisable or exchangeable for any securities of SEG described in the foregoing clauses (i) or (ii).

(g) It agrees that, for so long as a Standby Purchaser Nominee serves on the SEG Board, it shall not, and shall cause its Affiliates not to, directly or indirectly as part of a "group" (as such term is applied under Section 13(d) of the Exchange Act), alone or in concert with any other Person, effect or seek, offer, propose (whether publicly or otherwise) or enter into any agreement to effect, or announce any intention to effect or otherwise participate in, any "Rule 13e-3 transaction" as defined in Rule 13e-3 under the Exchange Act unless such transaction is conditioned on both Disinterested Director Approval and Minority Stockholder Approval. For purposes of this Section 6.2, (A) "**Minority Stockholder Approval**" shall mean the affirmative vote of stockholders of SEG representing at least a majority of the voting power of the SEG Securities entitled to vote on the matter that are not owned of record or beneficially by the Standby Purchasers or their Affiliates or the Named Executive Officers identified in the proxy statement or registration statement relating to such Minority Stockholder Approval (the "**Senior Officers**"); (B) "**Disinterested Director Approval**" shall mean the affirmative approval of a special committee of the SEG Board comprised solely of Independent Directors who are disinterested and independent under Delaware law as to the matter under consideration, duly obtained in accordance with the applicable provisions of the Company's organizational documents, applicable law and Applicable Governance Rules; (C) "**Independent Director**" shall mean a director on the SEG Board that qualifies as "independent" under the requirements of Rule 10A-3 under the Exchange Act and Applicable Governance Rules; and (D) "**Applicable Governance Rules**" shall mean the rules, regulations and listing standards promulgated by any securities exchange on which the shares of Common Stock are traded. For the avoidance of doubt, no Standby Purchaser or Standby Purchaser Nominee shall be responsible for making any determination as to the eligibility of any shareholder or director to participate or not in any of the voting contemplated by this Section 6.2(g).

ARTICLE 7
SURVIVAL OF REPRESENTATIONS AND WARRANTIES AND COVENANTS

7.1 The representations and warranties contained in this Agreement will survive the execution and delivery of this Agreement and will continue in full force and effect for a period of two years following the Closing Date and the covenants and Article 13 shall survive in accordance with their specific terms.

ARTICLE 8
CLOSING AND CONDITIONS

8.1 Closing. The closing of the sale by SEG and the purchase by each Standby Purchaser of the Standby Shares to be purchased by such Standby Purchaser hereunder shall be completed at the offices of Latham & Watkins LLP, 1071 Sixth Avenue, New York, NY 10020, at 2:00 p.m. on the Closing Date or at such other time and/or on such other date and/or at such other place as SEG and the Standby Purchasers may agree upon in writing. On such date, and upon payment being made by such Standby Purchaser in accordance with Section 2.3, delivery of the number of shares of Common Stock to be purchased by such Standby Purchaser hereunder shall be made to one or more accounts as directed by such Standby Purchaser, by SEG in book-entry form.

8.2 Mutual Conditions. The respective obligations of each of SEG and the Standby Purchasers to complete the sale by SEG and the several purchases by each Standby Purchasers of the Standby Shares are subject to the following conditions being satisfied in full:

(a) There shall not be any claims, litigation, investigations or proceedings, including appeals and applications for review, in progress, or to the knowledge of SEG or a Standby Purchaser, pending or threatened, including, without limitation by or before any Governmental Entity, in relation to the Rights Offering or the Securities, any of which suspends or ceases trading in the Rights or shares of Common Stock or operates to prevent or restrict the lawful distribution of the Securities (which suspension, cessation, prevention or restriction, as the case may be, is continuing).

(b) There shall not be any order issued by a Governmental Entity pursuant to Laws, nor shall there be any change of Law, in either case which suspends or ceases trading in the Securities or operates to prevent or restrict the lawful distribution of the Securities (which suspension, cessation, prevention or restriction, as the case may be, is continuing).

(c) No stop order suspending the effectiveness of the Registration Statement or any part thereof shall have been issued and no proceeding for that purpose shall have been initiated or threatened by the SEC; and any request of the SEC for inclusion of additional information in the Registration Statement or otherwise shall have been complied with.

(d) The underlying shares of Common Stock issuable upon the exercise of the Rights shall be approved for listing on the NYSE, subject to notice of issuance, and the Rights shall have been listed on the NYSE, as disclosed in the Registration Statement.

(e) The spin-off transaction, as described in the Information Statement, on substantially the terms and conditions detailed therein (the "**Spin-Off Transaction**") shall have been completed.

8.3 Conditions in Favor of Standby Purchasers. The several obligations of each Standby Purchaser to complete the purchase of the Standby Shares to be purchased by it should be subject to the following conditions being satisfied in full, which conditions are for the

exclusive benefit of each Standby Purchaser, any of which may be waived, in whole or in part, by such Standby Purchaser, in its sole and absolute discretion:

(a) All requisite filings with any Governmental Entity will have occurred on or prior to the Closing Date, so as to validly authorize the execution and filing of the Registration Statement, the Prospectus, and any amendment or supplement thereto and to create and issue the Securities, in each case having the attributes contemplated by the Registration Statement, and SEG shall have made and/or obtained all necessary filings, approvals, orders, rulings and consents of all relevant securities regulatory authorities and other Governmental Entities required in connection with the Rights Offering, the other transactions contemplated herein and the purchase of Standby Shares by such Standby Purchaser as contemplated by this Agreement.

(b) SEG shall have mailed the Prospectus to each holder of shares of Common Stock no earlier than the 31st day following the completion of the Spin-Off Transaction.

(c) The Rights Offering shall have been conducted on the terms (including the Subscription Price) and conditions set forth in the Registration Statement or otherwise provided in writing to the Standby Purchasers prior to the execution and delivery of this Agreement, unless each Standby Purchaser in its sole and absolute discretion has provided written consent to any material change in such terms and conditions or waived such terms and conditions to the extent permitted thereby.

(d) No Material Adverse Change shall have occurred since the date hereof.

(e) As of the Closing Date, trading in the shares of Common Stock shall not have been suspended by the SEC or the NYSE or trading in securities generally on the NYSE shall not have been suspended or limited or minimum prices shall not have been established on the NYSE.

(f) SEG shall have performed or complied with, in all material respects, each of its covenants contained in this Agreement. Each of the Fundamental Representations of SEG shall be true and correct (except that Fundamental Representations that are made as of a specific date shall be true and correct only on and as of such date) with the same force and effect as if made at and as of the Closing Date and each of its other representations and warranties shall be true and correct (except that representations and warranties that are made as of a specific date shall be true and correct only on and as of such date), in all material respects, and the Standby Purchasers shall have received at Closing a certificate or certificates dated the Closing Date and signed on behalf of SEG by the Chief Executive Officer and the Chief Financial Officer of SEG or such other officers of SEG acceptable to the Standby Purchasers, in form and content reasonably satisfactory to the Standby Purchasers addressed to the Standby Purchasers certifying for and on behalf of SEG that:

(i) none of the management or the SEG Board or any of its subsidiaries has approved any transaction out of the ordinary course of business other than as disclosed in the Registration Statement or any amendment or supplement thereto;

(ii) to the knowledge of such officers, no order, ruling or determination having the effect of suspending the sale or ceasing the trading of the Securities or prohibiting the sale of the Securities or any securities of SEG is contemplated or threatened under Securities Laws or by any Governmental Entity;

(iii) SEG has duly performed and complied with, in all material respects, all terms, conditions and covenants of this Agreement on its part to be performed and complied with or to be satisfied by it up until Closing; and

(iv) each of the Fundamental Representations of SEG are true and correct as of the Closing Date (except that Fundamental Representations that are made as of a specific date shall be true and correct only on and as of such date) and each of the other representations and warranties of SEG contained in this Agreement are true and correct, in all material respects, as of the Closing Date (except that representations and warranties that are made as of a specific date shall be true and correct, only on and as of such date), in each case with the same force and effect as if made at and as of the Closing Date.

8.4 Conditions in Favor of SEG. The obligation of SEG to sell the Standby Shares to the Standby Purchasers is subject to the following condition being satisfied in full which condition is for the exclusive benefit of SEG, which may be waived, in whole or in part, by SEG, in its sole and absolute discretion:

(a) The Standby Purchasers shall have performed or complied with, in all material respects, each of their respective covenants contained in this Agreement and each of its representations and warranties shall be true and correct in all material respects (except that representations and warranties that are made as of a specific date shall be true and correct only on and as of such date).

8.5 Further Assurances. Each of SEG and each of the Standby Purchasers agrees that it will use commercially reasonable efforts to cause the conditions set forth in this Article 8 to be satisfied to the extent that such conditions relate to acts to be performed or caused to be performed by such party.

ARTICLE 9
CONFIDENTIALITY AND PUBLIC ANNOUNCEMENT

9.1 Public Announcement. None of HHH, SEG or the Standby Purchasers shall make any public announcement regarding this Agreement or the transactions contemplated by this Agreement without first obtaining approval from the Standby Purchasers or HHH or SEG, as applicable, which approval will not be unreasonably withheld or delayed. The Standby Purchasers shall be entitled to make disclosures without approval of HHH or SEG as they deem necessary or appropriate in order to comply with their respective obligations under Section 13d) and Section 16 of the Exchange Act and the rules and regulations thereunder; provided, however that the Standby Purchasers shall, on a reasonable basis under the circumstances, consult with HHH or SEG, as applicable, with respect to such disclosures and shall consider in good faith any proposed comments from HHH or SEG with respect thereto.

ARTICLE 10
TERMINATION OR WAIVER

10.1 Mutual Termination. This Agreement may be terminated and the transactions contemplated hereby may be abandoned at any time prior to the Closing Date by mutual written consent of SEG on the one hand and the Standby Purchasers on the other hand; provided that HHH has consented to the termination, acting reasonably; and provided, further, that HHH will not be considered to be acting reasonably if it withholds consent in a circumstance where the termination of this Agreement does not result in a Material Adverse Change.

10.2 Termination by SEG. SEG may terminate and cancel its obligations under this Agreement, without any liability on its part, if:

(a) a Standby Purchaser is in default of its obligations hereunder in any material respect and fails to remedy such material breach on or before the date that is 15 days following the date upon which SEG has provided written notice of such breach;

(b) any of the conditions set out in Sections 8.2 or 8.4 are not satisfied on or before the Closing Date; provided that in the case of the conditions set out in Section 8.2, SEG has used its best efforts to comply with (or cause to be complied with) such conditions;

(c) an offer by a party not affiliated with the Standby Purchasers is made to acquire all of the capital stock or all or substantially all of the assets of SEG following completion of the Spin-Off Transaction and prior to the completion of the Rights Offering, entry into such proposed transaction is approved by the SEG Board, and a definitive agreement relating to such proposed transaction is entered into by SEG;

(d) the Rights Offering is otherwise terminated or cancelled or the closing (as contemplated by Article 8) has not occurred on or before the Drop Dead Date; provided, however, that the right to terminate this Agreement under this Section 10.2(d) shall not be available to SEG if its failure to comply with any provision of this Agreement has been the cause of, or resulted in, the failure of the Closing Date to occur on or prior to such date.

10.3 Termination by the Standby Purchasers. The Standby Purchasers may terminate and cancel this obligations under this Agreement, without any liability on their part, if:

(a) HHH or SEG is in default of its obligations hereunder in any material respect and fails to remedy such material breach on or before the date that is 15 days following the date upon which a Standby Purchaser has provided written notice of such breach;

(b) any of the conditions set out in Sections 8.2 or 8.3 are not satisfied on or before the Closing Date, provided that in the case of the conditions set out in Section 8.2, the Standby Purchasers have used commercially reasonable efforts to comply with (or cause to be complied with) such conditions; or

(c) the Rights Offering is otherwise terminated or cancelled or the closing (as contemplated by Article 8) has not occurred on or before the Drop Dead Date; provided, however, that the right to terminate this Agreement under this Section 10.3(c) shall not be available to a Standby Purchaser if its failure to comply with any provision of this Agreement has been the cause of the failure of the Closing Date to occur on or prior to such date.

10.4 Consequences of Termination. Notwithstanding any other provision hereof, should SEG or the Standby Purchasers validly terminate this Agreement pursuant to, and in accordance with, this Article 10, the obligations of both SEG and the Standby Purchasers under this Agreement shall terminate and there shall be no further liability on the part of any Standby Purchaser to SEG or on the part of SEG to any Standby Purchaser hereunder except (i) for any breach of this Agreement which occurred on or prior to the termination, (ii) for any liability of any party that exists at such time or that may arise thereafter pursuant to Article 11 or Section 14.1 hereof or (iii) that nothing contained herein shall release any party thereto from liability for any willful breach of this Agreement.

ARTICLE 11
INDEMNIFICATION

11.1 SEG covenants and agrees to protect, indemnify and hold harmless the Standby Purchasers and each of their respective Affiliates and its and their respective directors, officers, shareholders, partners, employees and agents (collectively, the "**PSCM Indemnified Parties**") from and against any and all direct and indirect losses, claims, damages, liabilities, costs or expenses which any of them may be subject to or suffer or incur:

(a) by reason of or in any way arising, directly or indirectly, out of any Misrepresentation or alleged Misrepresentation in the Registration Statement, the Prospectus or any amendment or supplement thereto (other than a Misrepresentation in the Registration Statement, the Prospectus or any amendment or supplement thereto, attributable to information provided by or on behalf of the PSCM Indemnified Parties in respect of themselves); and/or

(b) by reason of or in any way, directly or indirectly, out of any order made or any inquiry, investigation or proceeding instituted, threatened or announced by any Governmental Entity or by any other Person, based upon any Misrepresentation or alleged Misrepresentation in the Registration Statement, the Prospectus or any amendment or supplement thereto (other than a Misrepresentation in the Registration Statement, the Prospectus or any amendment or supplement thereto, finally judicially determined to be attributable to information provided by or on behalf of the PSCM Indemnified Parties in respect of themselves); and/or

(c) the non-compliance or alleged non-compliance by SEG with any requirement of Securities Laws or any other Laws in connection with the Rights Offering or the Spin-Off Transaction;

(d) by reason of, or in any way arising, directly or indirectly, out of any breach or default of or under any representation, warranty, covenant or agreement of SEG contained herein or in any certificate delivered hereunder; and/or

(e) by reason of the fact that a Standby Purchaser is a party to this Agreement or in any way arising, directly or indirectly, from the Spin-Off Transaction, the Rights Offering or the consummation of the standby commitment contemplated herein. provided, however, solely in the case of this clause (e) that the loss, claim, damage, liability, cost or expense arises from a Claim (as defined below) brought or instituted by a third party or a Governmental Entity.

11.2 Each Standby Purchaser severally and not jointly covenants and agrees to protect, indemnify and hold harmless SEG and each of its directors, officers, employees and agents from and against any and all losses, claims, damages, liabilities, costs or expenses caused or incurred by reason of, or in any way arising, directly or indirectly, out of (i) any breach or default of or under any representation, warranty, covenant or agreement of such Standby Purchaser contained herein, or (ii) any information relating solely to the Standby Purchasers that the Standby Purchaser provided to SEG, or that results primarily from any action taken by the Standby Purchaser that is contrary to Laws.

11.3 In the event that any claim, action, suit or proceeding, including, without limitation, any inquiry or investigation (whether formal or informal) (each a "**Claim**"), is brought or instituted against any of the Persons in respect of which indemnification is or might reasonably be considered to be provided for herein, such Person (an "**Indemnified Party**") shall promptly notify the Person from whom indemnification is being sought (being either SEG under Section 11.1 or the Standby Purchasers under Section 11.2, as the case may be (the "**Indemnifying Party**")) and the Indemnifying Party shall promptly retain counsel who shall be reasonably satisfactory to the Indemnified Party to represent the Indemnified Party in such Claim, and the Indemnifying Party shall pay all of the reasonable fees and disbursements of such counsel relating to such Claim.

11.4 In any such Claim, the Indemnified Party shall have the right to retain other counsel to act on such Person's behalf, provided that the fees and disbursements of such other counsel shall be paid by the Indemnified Party unless:

(a) the Indemnifying Party and the Indemnified Party shall have mutually agreed, which agreement shall not be unreasonably withheld, conditioned or delayed, to the retention of such other counsel; or

(b) the named parties to any such Claim (including any added, third or impleaded parties) include both the Indemnifying Party and the Indemnified Party and representation of both parties by the same counsel would be inappropriate due to actual or potential differing interests between them (such as the availability of different defenses); provided, however, the Indemnifying Party shall not, in connection with any such Claim in the same jurisdiction, be liable for the reasonable fees and expenses of more than one separate legal firm for all persons or corporations in respect of which indemnification is or might reasonably be considered to be provided for herein and such firm shall be designated in writing by the Indemnified Party (on behalf of itself and its directors, officers, employees and agents).

11.5 The Indemnifying Party shall not settle any third party Claim without the consent of the Indemnified Party (which consent shall not be unreasonably withheld, conditioned or

delayed) unless (a) the settlement includes a complete release of the Indemnified Party with respect to the Claim and (b) the third party Claim does not seek an injunction or other equitable relief or relief for damages other than money damages against the Indemnified Party that the Indemnified Party reasonably determines, after conferring with outside counsel, cannot be separated from any related Claim for money damages.

11.6 If the indemnification provided for in this Article 11 is held by a court of competent jurisdiction to be unavailable to an Indemnified Party with respect to any losses, claims, damages or liabilities referred to herein, the Indemnifying Party, in lieu of indemnifying such Indemnified Party thereunder, shall to the extent permitted by Law contribute to the amount paid or payable by such Indemnified Party as a result of such loss, claim, damage or liability in such proportion as is appropriate to reflect the relative fault of the Indemnifying Party on the one hand and of the Indemnified Party on the other in connection with the act or omission that resulted in such loss, claim, damage or liability, as well as any other relevant equitable considerations. If the indemnification obligation that is held to be unavailable to an Indemnified Party relates to a Claim brought under Section 11.1(a) or Section 11.1(b), the relative fault of the Indemnifying Party and of the Indemnified Party shall be determined by a court of law by reference to, among other things, whether the Misrepresentation or alleged Misrepresentation relates to information supplied by the Indemnifying Party or by the Indemnified Party and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission.

11.7 The obligations of SEG and the several and not joint obligations of the Standby Purchasers under this Article 11 shall survive completion of any transactions described herein and the termination of this Agreement.

11.8 To the extent any indemnification by an Indemnifying Party is prohibited or limited by Law, the Indemnifying Party agrees to make the maximum contribution with respect to any amounts for which it would otherwise be liable under this Article 11 to the fullest extent permitted by Law; provided, however, that no person guilty of fraudulent misrepresentation shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation.

ARTICLE 12
NOTICE

12.1 **Notice**. Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be deemed to have been given when personally delivered

or sent by electronic transmission as set forth below, or to such other address, email address or person as may be designated by notice.

(a) In the case of SEG:

Seaport Entertainment Group Inc.
199 Water Street, 28th Floor
New York, New York 10038
Attention: Anton D. Nikodemus
Email:

With a copy to:

Latham & Watkins LLP
1071 Sixth Avenue
New York, NY 10020
Attention: Julian Kleindorfer; Abigail Smith
Email:

(b) In the case of HHH:

Howard Hughes Holdings Inc.
9950 Woodloch Forest Drive, 11th Floor
The Woodlands, TX 77380
Attention: Carlos Olea
Email:

With a copy to:

Latham & Watkins LLP
1071 Sixth Avenue
New York, NY 10020
Attention: Julian Kleindorfer; Abigail Smith
Email:

(c) In the case of the Standby Purchasers:

c/o Pershing Square Capital Management, L.P.
787 Eleventh Ave
New York, New York 10019
Attention: Chief Legal Officer
Email:

With a copy to:

Sullivan & Cromwell LLP
125 Broad Street
New York, New York 10004
Attention: Scott Miller
Email:

12.2 Receipt of Notice. Notice shall be deemed to be given on the day of actual delivery or the day of electronic transmission, as the case may be, or if not a business day, on the next business day**.**

ARTICLE 13
MISCELLANEOUS

13.1 Expenses. SEG shall reimburse the Standby Purchasers for all reasonable and documented out-of-pocket third-party expenses incurred by the Standby Purchasers in connection with the negotiation, execution and delivery of this Agreement and the transactions contemplated by this Agreement, including all reasonable and documented fees and disbursements of legal counsel to the Standby Purchasers. In the event the Spin-Off Transaction is not completed, such expenses shall be borne by HHH.

13.2 Further Assurances. The parties hereto agree to do all such things and take all such actions as may be necessary or desirable to give full force and effect to the matters contemplated by this Agreement.

13.3 Assignment. This Agreement may not be assigned by any party, by operation of Law or otherwise, without the prior written consent of the other parties.

13.4 HHH Limited Guarantee.

(a) HHH unconditionally guarantees to and covenants with the Standby Purchasers that it will cause SEG to duly perform and observe each and every covenant contained in Article III of this Agreement on the part of SEG to be performed and observed prior to the completion of the Spin-Off Transaction.

(b) If any default is made by SEG in the performance or observance of any of the covenants in Article III of this Agreement which pursuant to this Agreement are to be performed or observed by SEG prior to the completion of the Spin-Off Transaction, HHH will itself perform or cause to be performed such covenant or agreement as promptly as reasonably practicable upon notice from a Standby Purchaser to HHH specifying in summary form the default. If SEG defaults in its obligations as provided above, and if HHH fails to cure such default, then the Standby Purchasers may in their discretion proceed in the enforcement of the rights given hereby by any remedy provided by law whether by legal proceedings or otherwise to enforce the performance by HHH of its obligations under this Agreement.

(c) Without limiting the generality of the foregoing provisions, the Standby Purchasers may proceed to enforce such rights, or from time to time any thereof, prior to, contemporaneously with or after any enforcement against SEG, or without any enforcement against SEG.

(d) Notwithstanding anything to the contrary contained in this Section 14.4, in no event shall HHH have any obligations under this Agreement, for any actions required to be taken or required to be taken by SEG following completion of the Spin-Off Transaction, other than the obligations contained in Section 14.4(a), including the performance of indemnification obligations set forth in Article 11, but only to the extent that a Claim is based upon an act or omission occurring or having occurred prior to the completion of the Spin-Off Transaction.

13.5 Governing Law. This Agreement shall be governed by, interpreted and enforced in accordance with, the internal Laws of the State of New York, without regard to any conflict of laws principles. Each party hereby unconditionally and irrevocably submits to the exclusive jurisdiction of the United States District Court for the Southern District of New York or any New York State court sitting in New York City.

13.6 Severability. If any provision of this Agreement is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability shall attach only to such provision or part thereof and the remaining part of such provision and all other provisions hereof shall continue in full force and effect. The parties hereto agree to negotiate in good faith a substitute provision which shall be as close as possible to the intention of any invalid or unenforceable provision as may be valid or enforceable. The invalidity or unenforceability of any provision in any particular jurisdiction shall not affect its validity or enforceability in any other jurisdiction where it is valid or enforceable.

13.7 Enurement. This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.

13.8 Waiver. Failure by any party to insist in any one or more instances upon the strict performance of any one of the covenants or rights contained in this Agreement shall not be construed as a waiver or relinquishment of such covenant or right. No waiver by any party hereto of any such covenant or right shall be deemed to have been made unless expressed in writing and signed by the waiving party.

13.9 Amendments. No term or provision hereof may be amended, discharged or terminated except by an instrument in writing signed by the party against which the enforcement of the amendment, discharge or termination is sought.

13.10 Counterparts and Facsimile. This Agreement may be executed in several counterparts and by facsimile, each of which when so executed shall be deemed to be an original and such counterparts and facsimiles together shall constitute one and the same instrument and notwithstanding their date of execution they shall be deemed to be dated as of the date hereof. The words “execution,” “signed,” “signature,” “delivery,” and words of like import in or relating to this Agreement or any document to be signed in connection with this Agreement shall be

deemed to include electronic signatures, deliveries or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be, and the parties hereto consent to the conduct of the transactions contemplated hereunder by electronic means.

13.11 Time. Time shall be of the essence of this Agreement.

13.12 Entire Agreement. This Agreement and any other agreements and other documents referred to herein and delivered in connection herewith, constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, between the parties with respect to the subject matter hereof.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be duly executed and delivered by their authorized signatories as of the date first written above.

SEAPORT ENTERTAINMENT GROUP INC.

By: /s/ Anton D. Nikodemus
Name: Anton D. Nikodemus
Title: Chief Executive Officer

Solely with respect to Sections 9.1, 14.1 and 14.4,
HOWARD HUGHES HOLDINGS INC.

By: /s/ Carlos Olea
Name: Carlos Olea
Title: Chief Financial Officer

PERSHING SQUARE HOLDINGS, LTD.

By: Pershing Square Capital Management, L.P., its Investment Manager

By: PS Management, GP, LLC, its General Partner

By : /s/ William A. Ackman

William A. Ackman
Authorized Signatory

Standby Purchaser Amount:	$	154,525,000.00
Standby Purchaser Percentage:		88.30 %

PERSHING SQUARE, L.P.

By: Pershing Square Capital Management, L.P., its Investment Manager

By: PS Management, GP, LLC, its General Partner

By: /s/ William A. Ackman

William A. Ackman
Authorized Signatory

Standby Purchaser Amount:	$	13,947,500.00
Standby Purchaser Percentage:		7.97 %

PERSHING SQUARE INTERNATIONAL, LTD.

By: Pershing Square Capital Management, L.P., its Investment Manager

By: PS Management, GP, LLC, its General Partner

By : /s/ William A. Ackman
William A. Ackman
Authorized Signatory

Standby Purchaser Amount:	$	6,527,500.00
Standby Purchaser Percentage:		3.73 %

SEAPORT ENTERTAINMENT GROUP INC.

INVESTOR RIGHTS AGREEMENT

THIS INVESTOR RIGHTS AGREEMENT, dated as of , 2024 (this "Agreement"), by and among Pershing Square Holdings, Ltd., Pershing Square, L.P. and Pershing Square International, Ltd. (the "Standby Purchasers") and any other parties that may from time to time become parties hereto (collectively, the "Pershing Square Holders"), and Seaport Entertainment Group Inc., a Delaware corporation (the "Company").

R E C I T A L S

WHEREAS, pursuant to the terms of that certain Registration Rights Agreement, dated as of November 9, 2010, among Pershing Square Capital Management, L.P., certain other parties thereto, and Howard Hughes Holdings Inc. ("HHH"), the Pershing Square Holders are entitled to registration rights with respect to any securities issued as a dividend or other distribution with respect to their common stock of HHH;

WHEREAS, HHH and the Company are parties to that certain Separation Agreement, dated as of July 31, 2024, with respect to the Distribution (as defined below);

WHEREAS, the Standby Purchasers and the Company are parties to that certain Standby Purchase Agreement, dated as of July 18, 2024 (as the same may be amended from time to time, the "Standby Purchase Agreement"), pursuant to which the Standby Purchasers have agreed, among other things, to purchase shares of Common Stock (as defined below) of the Company subject to the terms of the Standby Agreement (the "Rights Offering");

WHEREAS, in order to induce the Standby Purchasers to enter into the Standby Purchase Agreement and to invest funds in the Company pursuant to the Standby Purchase Agreement, the Pershing Square Holders and the Company hereby agree that this Agreement shall govern the rights of the Pershing Square Holders to cause the Company to register shares of Common Stock (as defined below) issuable to the Pershing Square Holders and certain other matters as set forth in this Agreement.

NOW, THEREFORE, in consideration of the foregoing premises and for other good and valuable consideration, the parties hereby agree as follows:

SECTION 1. DEFINITIONS

As used in this Agreement, the following terms have the respective meanings set forth below:

Affiliate: shall mean as to any Person, any other Person which, directly or indirectly, is in control of, is controlled by, or is under common control with, the first Person. A Person shall be deemed to control another Person if the controlling Person possesses, directly or indirectly, the power to direct or cause the direction of the management and policies of the other Person, whether through the ownership of voting securities, by contract, or otherwise;

Agreement: shall have the meaning set forth in the Preamble hereto;

beneficial owner: shall mean beneficially owning or beneficial ownership of shares determined in accordance with Rule 13d-3 promulgated under the Exchange Act;

Business Day: shall mean any day, other than a Saturday or a Sunday, on which banks are open for business in The City of New York;

Closing Date: shall have the meaning ascribed thereto in the Standby Purchase Agreement;

Commission: shall mean the Securities and Exchange Commission or any other federal agency at the time administering the Securities Act;

Common Stock: shall mean the common stock of the Company, par value $0.01 per share;

Company: shall have the meaning set forth in the Preamble hereto;

Demand Notice: shall have the meaning set forth in Section 2(a)(i) hereof;

Distribution: shall mean the pro rata distribution by HHH to its stockholders, including the Pershing Square Holders, of Common Stock;

Distribution Date: shall mean July 31, 2024;

Exchange Act: shall mean the Securities Exchange Act of 1934, as amended (or any successor act), and the rules and regulations promulgated thereunder;

FINRA: shall mean the Financial Industry Regulatory Authority;

HHH: shall have the meaning set forth in the Recitals hereto;

Holder: shall mean any holder of Registrable Securities subject to this Agreement, solely in their capacity as such, including Permitted Assignees;

Indemnified Party: shall have the meaning set forth in Section 2(g)(iii) hereof;

Indemnifying Party: shall have the meaning set forth in Section 2(g)(iii) hereof;

Initiating Holder(s): shall mean any Holder, with respect to the Registrable Securities as to which such Holder submits a Demand Notice pursuant to Section 2(a) hereof;

Issuer Free Writing Prospectus: shall mean an "Issuer Free Writing Prospectus," as defined in Rule 433 under the Securities Act, relating to an offer of Registrable Securities;

Losses: shall have the meaning set forth in Section 2(g)(i) hereof;

Other Stockholders: shall have the meaning set forth in Section 2(a)(iii) hereof;

Participating Holders: shall mean Holders participating in the Registration relating to the Registrable Securities;

Permitted Assignees: shall have the meaning set forth in Section 4(e) hereto;

Pershing Square Holders: shall have the meaning set forth in the Preamble hereto;

Person: shall mean an individual, partnership, joint-stock company, corporation, trust or unincorporated organization, and a government or agency or political subdivision thereof;

Prospectus: shall mean the prospectus (including any preliminary, final or summary prospectus) included in any Registration Statement, all amendments and supplements to such prospectus and all other material incorporated by reference in such prospectus;

Qualifying Employee Stock: shall mean (i) rights and options issued in the ordinary course of business under employee benefits plans of the Company or any predecessor, including HHH and its predecessors, or otherwise to executives in compensation arrangements approved by the Board of Directors of the Company or any predecessor, including HHH and its predecessors, and any securities issued after the date hereof upon exercise of such rights and options and options issued to employees of the Company or any predecessor, including HHH and its predecessors, as a result of adjustments to options in connection with the reorganization of the Company or any predecessor and (ii) restricted stock and restricted stock units issued after the date hereof in the ordinary course of business under employee benefit plans and securities issued after the date hereof in settlement of any such restricted stock units;

Register, Registered and Registration: shall mean a registration effected by preparing and (a) filing a Registration Statement in compliance with the Securities Act (and any post-effective amendments filed or required to be filed) and the declaration or ordering of effectiveness of such Registration Statement, or (b) filing a Prospectus and/or prospectus supplement in respect of an appropriate effective Registration Statement;

Registrable Securities: shall mean (A) any shares of Common Stock acquired or held by the Pershing Square Holders on or after the date hereof (whether or not acquired in connection with the Distribution, pursuant to the Standby Purchase Agreement or otherwise), (B) (i) any securities of the Company or its Affiliates issued as a dividend or other distribution with respect to, or in exchange for or in conversion, exercise or replacement of, any Registrable Securities described in (A) (the "Initial Securities") or securities that may become Registrable Securities by virtue of clause (B)(iii) or (ii) any securities of the Company or its Affiliates offered wholly or partly in consideration of the Initial Securities or securities that may become Registrable Securities by virtue of clause (B)(iii) in any tender or exchange offer or (iii) any securities of the Company or its Affiliates issued as a dividend or other distribution with respect to, or in exchange for or in conversion, exercise or replacement of or offered wholly or partly in any tender or exchange offer in consideration of any Registrable Securities described in (B)(i) or (B)(ii) and (C) any Registrable Securities described in (A) or (B) above acquired or held by a

Person, for which rights and obligations have been assigned pursuant to clause (ii) of Section 4(e) and in accordance with the terms of Section 4(e) hereof; provided, that as to any particular Registrable Securities, such securities shall cease to be Registrable Securities (i) when a Registration Statement with respect to such securities has been declared effective under the Securities Act and such securities have been disposed of pursuant to such Registration Statement, (ii) after such securities have been sold in accordance with Rule 144 (but not Rule 144A), (iii) after such securities shall have otherwise been transferred and new securities not subject to transfer restrictions under any federal securities laws and not bearing any legend restricting further transfer shall have been delivered by the Company, all applicable holding periods shall have expired, and no other applicable and legally binding restriction on transfer by the holder thereof shall exist, (iv) when such securities are eligible for sale pursuant to Rule 144 under the Securities Act without limitation thereunder on volume or manner of sale, or (v) when such securities cease to be outstanding;

Registration Expenses: shall mean (a) any and all expenses incurred by the Company and its Subsidiaries in effecting any Registration pursuant to this Agreement, including, without limitation, all (i) Registration and filing fees, and all other fees and expenses payable in connection with the listing of securities on any securities exchange or automated interdealer quotation system, (ii) fees and expenses of compliance with any securities or "blue sky" laws (including fees and disbursements of counsel in connection with "blue sky" qualifications of the securities registered), (iii) expenses in connection with the preparation, printing, mailing and delivery of any Registration Statements, Prospectuses, Issuer Free Writing Prospectus and other documents in connection therewith and any amendments or supplements thereto, (iv) security engraving and printing expenses, (v) internal expenses of the Company (including, without limitation, all salaries and expenses of its officers and employees performing legal or accounting duties), (vi) fees and disbursements of counsel for the Company and fees and expenses for independent certified public accountants retained by the Company (including the expenses associated with the delivery by independent certified public accountants of any comfort letters requested pursuant to the terms hereof), (vii) fees and expenses of any special experts retained by the Company in connection with such Registration, (viii) fees and expenses in connection with any review by FINRA of any underwriting arrangements or other terms of the offering, and all reasonable fees and expenses of any "qualified independent underwriter", (ix) reasonable fees and disbursements of underwriters customarily paid by issuers or sellers of securities, but excluding any underwriting fees, discounts and commissions attributable to the sale of Registrable Securities and fees and expenses of counsel, (x) costs of printing and producing any agreements among underwriters, underwriting agreements, any "blue sky" or legal investment memoranda and any selling agreements and other documents in connection with the offering, sale or delivery of the Registrable Securities, (xi) transfer agents' and registrars' fees and expenses and the fees and expenses of any other agent or trustee appointed in connection with such offering and (xii) expenses relating to any analyst or investor presentations or any "road shows" undertaken in connection with the Registration, marketing or selling of the Registrable Securities and (b) reasonable and documented fees and expenses of one counsel for all of the Participating Holders, which counsel shall be selected by the Participating Holder holding the largest number of the Registrable Securities to be sold in the applicable Registration.

Registration Expenses shall not include any other out-of-pocket expenses of the Participating Holders;

Registration Statement: shall mean any registration statement of the Company that covers Registrable Securities pursuant to the provisions of this Agreement filed with, or to be filed with, the Commission under the rules and regulations promulgated under the Securities Act, including the related Prospectus, amendments and supplements to such registration statement, including pre- and post-effective amendments, and all exhibits, financial information and all material incorporated by reference in such registration statement;

Required Shelf Registration Statement: shall have the meaning set forth in Section 2(c);

Rights Offering: shall have the meaning set forth in the Recitals hereto;

Rule 144; Rule 144A: shall mean Rule 144 and Rule 144A, respectively, under the Securities Act (or any successor provisions then in force);

S-1 Registration Statement: shall mean a registration statement of the Company on Form S-1 (or any comparable or successor form) filed with the Commission registering any Registrable Securities;

Scheduled Black-Out Period: shall mean the period from and including the last day of a fiscal quarter of the Company to and including the earliest of (i) the Business Day after the day on which the Company publicly releases its earnings information for such quarter or annual earnings information, as applicable, and (ii) the day on which the executive officers and directors of the Company are no longer prohibited by Company policies applicable with respect to such quarterly earnings period from buying or selling equity securities of the Company;

Securities Act: shall mean the Securities Act of 1933, as amended (or any successor statute thereto), and the rules and regulations promulgated thereunder;

security, securities: shall have the meaning set forth in Section 2(a)(1) of the Securities Act;

Selling Expenses: shall mean all underwriting discounts, selling commissions and stock transfer taxes applicable to the sale of Registrable Securities and all fees and disbursements of counsel for each of the Holders, other than the fees and expenses of one counsel for all of the Holders, which shall be paid for by the Company in accordance with the terms set forth in clause (b) of the definition of "Registration Expenses" set forth herein;

Shelf Registration Statement: shall mean a "shelf" registration statement of the Company that covers all the Registrable Securities (and may cover other securities of the Company) on Form S-3 and under Rule 415 or, if the Company is not then eligible to file on Form S-3, on Form S-1 under the Securities Act, or any successor rule that may be adopted by the Commission, and all amendments and supplements to such registration statement, including post-

effective amendments, in each case including the Prospectus contained therein, all exhibits thereto and any document incorporated by reference therein;

Spin-Off Transaction: shall mean the transaction described in the information statement included as Exhibit 99.1 to the Form 10 filed by the Company on May 23, 2024 (as amended and supplemented from time to time);

Standby Purchase Agreement: shall have the meaning set forth in the Recitals hereto;

Standby Purchasers: shall have the meaning set forth in the Preamble hereto; and

Standstill Period: shall mean the date that is eighteen (18) months following the completion of the Spin-Off Transaction.

SECTION 2. REGISTRATION RIGHTS

(a) Demand Registration.

(i) Request for Registration. Subject to the limitations and conditions of Section 2(a)(ii), if the Company shall receive from an Initiating Holder(s) a written demand (the "Demand Notice") that the Company effect any Registration with respect to all or a part of the Registrable Securities owned by such Initiating Holder(s) having an estimated aggregate fair market value of at least $25 million, the Company shall:

(1) promptly give written notice of the proposed Registration to all other Holders in accordance with the terms of Section 2(b);

(2) use its reasonable best efforts to file a Registration Statement with the Commission in accordance with the request of the Initiating Holder(s), including without limitation the method of disposition specified therein and covering resales of the Registrable Securities requested to be registered, as promptly as reasonably practicable but no later than (x) in the case of a Registration Statement other than an S-1 Registration Statement, within 30 days of receipt of the Demand Notice or (y) in the case of an S-1 Registration Statement, within 60 days of receipt of the Demand Notice;

(3) use reasonable best efforts to cause such Registration Statement to be declared or become effective as promptly as practicable, but in no event later than 60 days after the date of initial filing of a Registration Statement pursuant to Section 2(a)(i)(2); and

(4) use reasonable best efforts to keep such Registration Statement continuously effective and in compliance with the Securities Act and usable for resale of such Registrable Securities for the period as requested in writing by the Initiating Holder(s) or such longer period as may be requested in writing by any Holder participating in such registration (which periods shall be extended to the extent of any suspensions of sales pursuant to Sections 2(a)(ii)(3) or (4));

provided, however, that the Company shall be permitted, with the consent of the Initiating Holder(s) not to be unreasonably withheld, to file a post-effective amendment or prospectus supplement to any currently effective Shelf Registration Statement (including the Required Registration Statement contemplated by Section 2(c) hereof)) in lieu of an additional registration statement pursuant to Section 2(a)(i) to the extent the Company reasonably determines that the Registrable Securities of the Initiating Holder(s) may be sold thereunder by such Initiating Holder(s) pursuant to their intended plan of distribution (in which case such post-effective amendment or prospectus supplement shall not be counted against the limited number of demand registrations). It shall not be unreasonable if, following the recommendation of an underwriter, the Initiating Holder(s) do not consent to the Company filing a post-effective amendment or prospectus supplement to a Shelf Registration Statement in lieu of an additional registration statement requested by the Initiating Holder(s).

(ii) Notwithstanding anything to the contrary contained herein, the Company shall not be obligated to effect, or take any action to effect, any such Registration pursuant to this Section 2(a):

(1) In any particular jurisdiction in which the Company would be required to execute a general consent to service of process or qualify to do business in effecting such Registration, qualification or compliance, unless the Company is already subject to service in such jurisdiction and except as may be required by the Securities Act or applicable rules or regulations thereunder;

(2) With respect to securities that are not Registrable Securities;

(3) If the Company has notified the Holders that in the good faith judgment of the Company, it would be materially detrimental to the Company or its security holders for such registration to be effected at such time, in which event the Company shall have the right to defer such registration for a period of not more than 60 days; provided, that such right to delay a registration pursuant to clause (3) shall be exercised by the Company only if the Company has generally exercised (or is concurrently exercising) similar black-out rights against holders of similar securities that have registration rights, if any; or

(4) Solely with respect to any Affiliate of the Company, during any Scheduled Black-Out Period;

provided, that the total number of days that any such suspension, deferral or delay in registration pursuant to clauses (3) and (4) in the aggregate may be in effect in any 180 day period shall not exceed 60 days. The Company agrees to use its reasonable best efforts to issue earnings releases as promptly as practicable following the end of quarterly reporting periods and to otherwise minimize the duration of Scheduled Black-Out Periods.

(iii) The Registration Statement filed pursuant to the request of the Initiating Holder may, subject to the provisions of Section 2(a)(iv) below, include shares of Common Stock which are held by Holders and Persons who, by virtue of agreements

with the Company (other than this Agreement), are entitled to include their securities in any such Registration (such Persons, other than Holders, "Other Stockholders"). In the event the Initiating Holder(s) request a Registration pursuant to this Section 2(a) in connection with a distribution of Registrable Securities to its partners or members or any other Holder elects to participate in such Registration pursuant to Section 2(b) hereof in connection with a distribution of Registrable Securities to its partners or members, the Registration shall provide for the resale by such partners or members, if requested by such Holder.

(iv) Underwriting. If the Initiating Holder(s) intend to distribute the Registrable Securities covered by their request by means of an underwriting, they shall so advise the Company as a part of the request made pursuant to Section 2(a). If Other Stockholders or Holders, to the extent they have any registration rights under Section 2(b), request inclusion of their shares of Common Stock in the underwriting, the Initiating Holder(s) shall offer to include the shares of Common Stock of such Holders and Other Stockholders in the underwriting and may condition such offer on their acceptance of the further applicable provisions of this Section 2. The Holders whose Registrable Securities are to be included in such Registration and the Company shall (together with all Other Stockholders proposing to distribute their shares of Common Stock through such underwriting) enter into an underwriting agreement in customary form for secondary public offerings with the managing underwriter or underwriters selected for such underwriting by a majority-in-interest of the Holders whose Registrable Securities are to be included in such Registration subject to approval by the Company not to be unreasonably withheld (which underwriters may also include a non-bookrunning co-manager selected by the Company subject to approval by a majority-in-interest of the Holders whose Registrable Securities are to be included in such Registration); provided, however, that such underwriting agreement shall not provide for indemnification or contribution obligations on the part of any Holder or Other Stockholder greater than the obligations of the Holders under Section (2)(g)(ii) or Section 2(g)(iv). Notwithstanding any other provision of this Section 2(a), if the managing underwriter or underwriters advises the Holders in writing that marketing factors require a limitation on the number of shares to be underwritten, some or all of the securities of the Company held by the Other Stockholders shall be excluded from such Registration to the extent so required by such limitation. If, after the exclusion of such shares held by such Other Stockholders, further reductions are still required due to the marketing limitation, the number of Registrable Securities included in the Registration by each Holder (including the Initiating Holder(s)) shall be reduced on a pro rata basis (based on the number of Registrable Securities requested to be included in such registration by such Holders), by such minimum number of shares as is necessary to comply with such request. No Registrable Securities or any other securities excluded from the underwriting by reason of the underwriter's marketing limitation shall be included in such Registration. If any Holder or Other Stockholder who has requested inclusion in such Registration as provided above disapproves of the terms of the underwriting, such Person may elect to withdraw therefrom by providing written notice to the Company, the underwriter and the Initiating Holder(s). The securities so withdrawn shall also be withdrawn from

Registration. If the underwriter has not limited the number of Registrable Securities or other securities to be underwritten, the Company and executive officers and directors of the Company (whether or not such Persons have registration rights pursuant to Section 2(b) hereof) may include its or their securities for its or their own account in such Registration if the managing underwriter or underwriters and the Company so agree and if the number of Registrable Securities and other securities which would otherwise have been included in such Registration and underwriting will not thereby be limited.

(v) The number of demand registrations that the Holders shall be entitled to request, and that the Company shall be obligated to undertake, pursuant to this Section 2(a) shall be unlimited; provided, that the Company shall not be obligated to undertake more than one underwritten offering pursuant to this Section 2 in any twelve-month period following the Closing Date.

(vi) In the case of an underwritten offering under this Section 2(a), the price, underwriting discount and other financial terms for the Registrable Securities shall be determined by the Initiating Holder(s).

(b) Piggyback Registration.

(i) If the Company shall determine to register any of its capital stock either (x) for its own account, (y) for the account of the Holders listed in Section 2(a) pursuant to the terms thereof, or (z) for the account of Other Stockholders (other than (A) a Registration relating solely to Qualifying Employee Stock, (B) a Registration relating solely to a Rule 145 transaction under the Securities Act, (C) a Registration on any Registration form which does not permit secondary sales or does not include substantially the same information as would be required to be included in a Registration Statement or (D) a Registration related to the Rights Offering), the Company will, subject to the conditions set forth in this Section 2(b):

(1) promptly give to each of the Holders a written notice thereof (which shall include a list of the jurisdictions in which the Company intends to attempt to qualify such securities under the applicable blue sky or other state securities laws); and

(2) subject to Section 2(b)(ii) below and any transfer restrictions any Holder may be a party to, include in such Registration (and any related qualification under blue sky laws or other compliance), and in any underwriting involved therein, all the Registrable Securities specified in a written request or requests, made by the Holders. Such written request may specify all or a part of the Holders' Registrable Securities and shall be received by the Company within ten (10) days after written notice from the Company is given under Section 2(b)(i)(1) above. In the event any Holder requests inclusion in a Registration pursuant to this Section 2(b) in connection with a distribution of Registrable Securities to its partners or members, the Registration shall provide for the resale by such partners or members, if requested by such Holder.

(ii) Underwriting. If the Registration of which the Company gives notice is for a Registered public offering involving an underwriting, the Company shall so advise each of the Holders as a part of the written notice given pursuant to Section 2(b)(i)(1) above. In such event, the right of each of the Holders to Registration pursuant to this Section 2(b) shall be conditioned upon such Holders' participation in such underwriting and the inclusion of such Holders' Registrable Securities in the underwriting to the extent provided herein. The Holders whose Registrable Securities are to be included in such Registration shall (together with the Company and the Other Stockholders distributing their securities through such underwriting) enter into an underwriting agreement in customary form for secondary public offerings with the managing underwriter or underwriters selected for underwriting by the Company (and if the Registration was initiated by a Holder pursuant to Section 2(a), such underwriters must be selected by the Initiating Holder(s) and reasonably acceptable to the Company); provided, however, that such underwriting agreement shall not provide for indemnification or contribution obligations on the part of any Holder or Other Stockholder greater than the obligations of the Holders under Section 2(g)(ii) or Section 2(g)(iv). Notwithstanding any other provision of this Section 2(b), if any Registration in respect of which any Holder is exercising its rights under this Section 2(b) involves an underwritten public offering (other than a demand Registration pursuant to Section 2(a), in which case the provisions with respect to priority of inclusion in such Registration set forth in Section 2(a) shall apply) and the managing underwriter or underwriters advises the Company that in its view marketing factors require a limitation on the number of securities to be underwritten, then there shall be included in such underwritten offering the number or dollar amount of securities of the Company that in the opinion of the managing underwriter or underwriters can be sold without adversely affecting such offering, and such number of securities of the Company shall be allocated for inclusion as follows: (1) first all securities of the Company being sold by the Company for its own account or by any Person (other than a Holder) exercising a contractual right to demand registration; (2) second, all Registrable Securities requested to be included by the Holders and securities of the Company being sold by any Person (other than a Holder) with similar piggyback registration rights, pro rata, based on the number of shares requested to be included in such registration by such Holders and such Persons; and (3) third, among any other holders of securities of the Company requesting such registration, pro rata, based on the number of securities requested to be included in such registration by each such holder. For the avoidance of doubt, in the event any Initiating Holder exercises demand registration rights, such registration is an underwritten public offering and the managing underwriter advises that marketing factors require a limitation on the number of securities to be so underwritten, Registrable Securities of any Holders exercising piggyback rights under this Section 2(b) in connection with such offering and any securities to be included in such offering by the Initiating Holder(s) shall be included in such offering in the same priority and allocated on a pro rata basis, as set forth in clause (2) above. If any of the Holders or any officer, director or Other Stockholder disapproves of the terms of any such underwriting, he, she or it may elect to withdraw therefrom by providing written notice to the Company, the underwriter and the Initiating Holder(s). Any Registrable

Securities or other securities excluded or withdrawn from such underwriting shall be withdrawn from such Registration.

(c) Required Shelf Registration Statement. The Company shall use reasonable best efforts to become eligible to use Form S-3 (or any successor form) and, after becoming eligible to use Form S-3 (or any successor form), shall use reasonable best efforts to remain so eligible. Upon becoming eligible to use Form S-3 (or any successor form), the Company shall use reasonable best efforts to promptly file a Shelf Registration Statement on Form S-3 (or any successor form) registering all Registrable Securities then held by the Holders (the "Required Shelf Registration Statement"), and shall use reasonable best efforts to cause such Required Shelf Registration Statement to be continuously effective so long as there are any Registrable Securities outstanding. In connection with the Required Shelf Registration Statement, the Company will, subject to the terms and limitations of this Section 2, as promptly as reasonably practicable upon notice from any Holder requesting Registration in accordance with the terms of this Section 2(c), cooperate in any shelf take-down by amending or supplementing the Prospectus related to such Registration as may be reasonably requested by such Holder or as otherwise required to reflect the number of Registrable Securities to be sold thereunder.

(d) Expenses of Registration. All Registration Expenses incurred in connection with any Registration, qualification or compliance pursuant to this Section 2 shall be borne by the Company, and all Selling Expenses shall be borne by the Holders of the securities so registered pro rata on the basis of the number of their shares so registered (or, in the case of fees and disbursements of counsel and advisors to any Holders that do not constitute Registration Expenses, by the Holders as incurred).

(e) Black-Out Periods. Unless the Company otherwise permits in writing, for so long as a Participating Holder has an officer, director, partner or employee serving as a member of the Board of Directors of the Company, such Participating Holder shall not make any offers or sales of Registrable Securities during any Scheduled Black-Out Period.

(f) Registration Procedures. In the case of each Registration effected by the Company pursuant to this Section 2, the Company will keep the Participating Holders advised in writing as to the initiation of each Registration and as to the completion thereof. At its expense, the Company will:

(i) as promptly as practicable, prepare and file with the Commission such pre- and post-effective amendments to such Registration Statement, supplements to the Prospectus and such amendments or supplements to any Issuer Free Writing Prospectus as may be (1) reasonably requested by the Initiating Holder(s) (if any), (2) reasonably requested by any other Participating Holder (to the extent such request relates to information relating to such Participating Holder), or (3) necessary to keep such Registration effective for the period of time required by this Agreement, and comply with provisions of the applicable securities laws with respect to the sale or other disposition of all securities covered by such Registration Statement during such period in accordance

with the intended method or methods of disposition by the sellers thereof set forth in such Registration Statement;

(ii) notify the Participating Holders and the managing underwriter or underwriters, if any, and (if requested) confirm such advice in writing and provide copies of the relevant documents, as promptly as practicable after notice thereof is received by the Company (1) when the applicable Registration Statement or any amendment thereto has been filed or becomes effective, and when the applicable Prospectus or Issuer Free Writing Prospectus or any amendment or supplement thereto has been filed, (2) to the extent any of the following relates to the Participating Holders or information supplied by the Participating Holders, of any written comments by the Commission or any request by the Commission or any other federal or state governmental authority for amendments or supplements to such Registration Statement, Prospectus or Issuer Free Writing Prospectus or for additional information, (3) of the issuance by the Commission of any stop order suspending the effectiveness of such Registration Statement or any order by the Commission or any other regulatory authority preventing or suspending the use of any Prospectus or any Issuer Free Writing Prospectus or the initiation or threatening of any proceedings for such purposes, (4) if, at any time, the representations and warranties of the Company in any applicable underwriting agreement cease to be true and correct in all material respects, and (5) of the receipt by the Company or its legal counsel of any notification with respect to the suspension of the qualification of the Registrable Securities for offering or sale in any jurisdiction or the initiation or threatening of any proceeding for such purpose;

(iii) promptly notify the Participating Holders and the managing underwriter or underwriters, if any, when the Company becomes aware of the happening of any event as a result of which the applicable Registration Statement, the Prospectus included in such Registration Statement (as then in effect) or any Issuer Free Writing Prospectus contains any untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary in order to make the statements therein (in the case of such Prospectus or any Issuer Free Writing Prospectus, in light of the circumstances under which they were made) not misleading, and when any Issuer Free Writing Prospectus includes information that may conflict with the information contained in the Registration Statement, or, if for any other reason it shall be necessary during such time period to amend or supplement such Registration Statement, Prospectus or Issuer Free Writing Prospectus in order to comply with the Securities Act and, in either case as promptly as reasonably practicable thereafter, prepare and file with the Commission, and furnish without charge to the Participating Holders and the managing underwriter or underwriters, if any, an amendment or supplement to such Registration Statement, Prospectus or Issuer Free Writing Prospectus which shall correct such misstatement or omission or effect such compliance;

(iv) use its reasonable best efforts to prevent, or obtain the withdrawal of, any stop order or other order suspending the use of any Prospectus or any Issuer Free Writing Prospectus;

(v) deliver to each Participating Holder and each underwriter, if any, without charge, as many copies of the applicable Prospectus (including each preliminary Prospectus), any Issuer Free Writing Prospectus and any amendment or supplement thereto as such Participating Holder or underwriter may reasonably request (it being understood that the Company consents to the use of such Prospectus, any Issuer Free Writing Prospectus and any amendment or supplement thereto by such Holder and the underwriters, if any, in connection with the offering and sale of the Registrable Securities thereby) and such other documents as such Participating Holder or underwriter may reasonably request in order to facilitate the disposition of the Registrable Securities by such Participating Holder or underwriter;

(vi) subject to the terms set forth in Section 2(a)(ii)(1) and Section 2(c) hereof, on or prior to the date on which the applicable Registration Statement is declared effective, use its reasonable best efforts to register or qualify the Registrable Securities covered by such Registration Statement under such other securities or "blue sky" laws of such jurisdictions in the United States as any Participating Holder reasonably (in light of such Participating Holder's intended plan of distribution) requests and do any and all other acts and things that may be reasonably necessary or advisable to enable such Participating Holder to consummate the disposition of the Registrable Securities owned by such Participating Holder pursuant to such Registration Statement, except that the Company shall not for any such purpose be required to qualify generally to do business as a foreign corporation in any jurisdiction where it is not so qualified, subject itself to taxation in any such jurisdiction or consent to general service of process in any such jurisdiction;

(vii) make such representations and warranties to the Participating Holders and the underwriters or agents, if any, in form, substance and scope as are customarily made by issuers in underwritten public offerings;

(viii) enter into such customary agreements (including underwriting and indemnification agreements) and take such other actions as the Initiating Holder(s) or the managing underwriter, if any, reasonably requests in order to expedite or facilitate the Registration and disposition of such Registrable Securities;

(ix) use its reasonable best efforts to obtain for delivery to the managing underwriter, if any, an opinion or opinions from counsel for the Company dated the effective date of the Registration Statement or, in the event of an underwritten offering, the date of the closing under the underwriting agreement, in form and substance as is customarily given to underwriters in an underwritten secondary public offering;

(x) in the case of an underwritten offering, use reasonable best efforts to obtain for delivery to the Company and the managing underwriter, if any, a "comfort" letter from the Company's independent certified public accountants in form and substance as is customarily given by independent certified public accountants in an underwritten secondary public offering;

(xi) cooperate with each Participating Holder and the underwriters, if any, of such Registrable Securities and their respective counsel in connection with any filings required to be made with FINRA;

(xii) use its reasonable best efforts to cause all Registrable Securities covered by the applicable Registration Statement to be listed or quoted on a national securities exchange or trading system and each securities exchange and trading system (if any) on which similar securities issued by the Company are then listed;

(xiii) cooperate with the Participating Holders and the underwriters, if any, to facilitate the timely preparation and delivery of certificates, with requisite CUSIP numbers, representing Registrable Securities to be sold and not bearing any restrictive legends;

(xiv) in the case of an underwritten offering, make reasonably available the senior executive officers of the Company to participate in the customary "road show" presentations that may be reasonably requested by the managing underwriter in any such underwritten offering and otherwise to facilitate, cooperate with, and participate in each proposed offering contemplated herein and customary selling efforts related thereto;

(xv) use its reasonable best efforts to procure the cooperation of the Company's transfer agent in settling any offering or sale of Registrable Securities, including with respect to the transfer of physical security instruments into book-entry form in accordance with any procedures reasonably requested by the Holders or any managing underwriter(s);

(xvi) use its reasonable best efforts to take such actions as are under its control to become or remain a well-known seasoned issuer (as such term is defined in Rule 405 under the Securities Act) and not become an illegible issuer (as such term is defined in Rule 405 under the Securities Act) during the period when such Registration Statement remains in effect; and

(xvii) make available for inspection by a representative of Participating Holders that are selling at least five percent (5%) of the Registrable Securities included in such Registration (and who is named in the applicable prospectus supplement as a Person who may be deemed to be an underwriter with respect to an offering and sale of Registrable Securities), the managing underwriter(s), if any, and any attorneys or accountants retained by such Holders or the managing underwriters(s), at the offices where normally kept, during reasonable business hours, financial and other records and pertinent corporate documents of the Company, and cause the officers, directors and employees of the Company to supply all information in each case reasonably requested by any such representative, managing underwriter, attorney or accountant in connection with such Registration Statement; provided, that if any such information is identified by the Company as being confidential or proprietary, each Person receiving such information shall take such actions as are reasonably necessary to protect the confidentiality of such

information and shall sign customary confidentiality agreements reasonably requested by the Company prior to the receipt of such information.

(g) Indemnification.

(i) Indemnification by the Company. With respect to each Registration which has been effected pursuant to this Section 2, the Company agrees to indemnify and hold harmless, to the fullest extent permitted by law, (1) each of the Participating Holders and each of its officers, directors, limited or general partners and members thereof, (2) each member, limited or general partner of each such member, limited or general partner, (3) each of their respective Affiliates, officers, directors, shareholders, employees, advisors, and agents and each Person who controls (within the meaning of the Securities Act or the Exchange Act) such Persons and each underwriter, if any, and each person who controls (within the meaning of the Securities Act or the Exchange Act) any underwriter, against any and all claims, losses, damages, penalties, judgments, suits, costs, liabilities and expenses (or actions in respect thereof) (collectively, the "Losses") arising out of or based on (A) any untrue statement (or alleged untrue statement) of a material fact contained in any Registration Statement (including any Prospectus or Issuer Free Writing Prospectus) or any other document incident to any such Registration, qualification or compliance, (B) any omission (or alleged omission) to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading (in the case of any Prospectus or Issuer Free Writing Prospectus, in light of the circumstances under which they were made not misleading), or (C) any violation by the Company of the Securities Act or the Exchange Act applicable to the Company and relating to action or inaction required of the Company in connection with any such Registration, qualification or compliance, and will reimburse each of the Persons listed above, for any reasonable and documented legal and any other expenses reasonably incurred in connection with investigating and defending any such Losses, provided, that the Company will not be liable in any such case to the extent that any such Losses arise out of or are based on any untrue statement or omission based upon written information furnished to the Company by the Participating Holders or underwriter and stated to be specifically for use therein.

(ii) Indemnification by the Participating Holders. Each of the Participating Holders agrees (severally and not jointly) to indemnify and hold harmless, to the fullest extent permitted by law, the Company, each of its directors and officers and each underwriter, if any, of the Company's securities covered by such a Registration Statement, each Person who controls the Company (within the meaning of the Securities Act or the Exchange Act) or such underwriter, each other Participating Holder and each of their respective officers, directors, partners and members, and each Person controlling such Participating Holder (within the meaning of the Securities Act or the Exchange Act) against any and all Losses arising out of or based on (A) any untrue statement (or alleged untrue statement) of a material fact contained in any Registration Statement (including any Prospectus or Issuer Free Writing Prospectus) or any other document incident to any such Registration, qualification or compliance (including any notification or the like)

made by such Participating Holder in writing or (B) any omission (or alleged omission) to state therein a material fact required to be stated therein or necessary to make the statements by such Participating Holder therein not misleading (in the case of any Prospectus or Issuer Free Writing Prospectus, in light of the circumstances under which they were made not misleading) and will reimburse the Persons listed above for any reasonable and documented legal or any other expenses reasonably incurred in connection with investigating or defending any such Losses, in each case to the extent, but only to the extent, that such untrue statement (or alleged untrue statement) or omission (or alleged omission) is made in reliance upon and in conformity with written information furnished to the Company by such Participating Holder and stated to be specifically for use therein; provided, however, that the obligations of each of the Participating Holders hereunder shall be limited to an amount equal to the net proceeds (after giving effect to any underwriters discounts and commissions) such Participating Holder receives in such Registration.

(iii) Conduct of the Indemnification Proceedings. Each party entitled to indemnification under this Section 2(g) (the "Indemnified Party") shall give notice to the party required to provide indemnification (the "Indemnifying Party") promptly after such Indemnified Party has actual knowledge of any claim as to which indemnity may be sought, and shall permit the Indemnifying Party to assume the defense of any such claim or any litigation resulting therefrom; provided, that counsel for the Indemnifying Party, who shall conduct the defense of such claim or any litigation resulting therefrom, shall be approved by the Indemnified Party (whose approval shall not unreasonably be withheld) and the Indemnified Party may participate in such defense at such party's expense (unless the Indemnified Party shall have reasonably concluded that there may be a conflict of interest between the Indemnifying Party and the Indemnified Party in such action, in which case the fees and expenses of counsel shall be at the expense of the Indemnifying Party), and provided, further, that the failure of any Indemnified Party to give notice as provided herein shall not relieve the Indemnifying Party of its obligations under this Section 2(g) unless the Indemnifying Party is prejudiced thereby. It is understood and agreed that the Indemnifying Party shall not, in connection with any proceeding or related proceeding in the same jurisdiction, be liable for the fees and expenses of more than one separate legal counsel for all Indemnified Parties; provided, however, that where the failure to be provided separate legal counsel could potentially result in a conflict of interest on the part of such legal counsel for all Indemnified Parties, separate counsel shall be appointed for Indemnified Parties to the extent needed to alleviate such potential conflict of interest. No Indemnifying Party, in the defense of any such claim or litigation shall, except with the prior written consent of each Indemnified Party, consent to entry of any judgment or enter into any settlement which does not include as an unconditional term thereof the giving by the claimant or plaintiff to such Indemnified Party of a release from all liability in respect to such claim or litigation. Each Indemnified Party shall furnish such information regarding itself or the claim in question as an Indemnifying Party may reasonably request in writing and as shall be reasonably required in connection with the defense of such claim and litigation resulting therefrom.

(iv) If the indemnification provided for in this Section 2(g) is held by a court of competent jurisdiction to be unavailable to an Indemnified Party with respect to any Losses, then the Indemnifying Party, in lieu of indemnifying such Indemnified Party hereunder, shall contribute to the amount paid or payable by such Indemnified Party as a result of such Losses in such proportion as is appropriate to reflect the relative fault of the Indemnifying Party on the one hand and of the Indemnified Party on the other in connection with the statements or omissions (or alleged statements or omissions) which resulted in such Losses, as well as any other relevant equitable considerations. The relative fault of the Indemnifying Party and of the Indemnified Party shall be determined by reference to, among other things, whether the untrue (or alleged untrue) statement of a material fact or the omission (or alleged omission) to state a material fact relates to information supplied by the Indemnifying Party or by the Indemnified Party and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission; provided, however, that the obligations of each of the Participating Holders hereunder shall be several and not joint and shall be limited to an amount equal to the net proceeds (after giving effect to any underwriters discounts and commissions) such Participating Holder receives in such Registration and, provided, further, that no Person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) shall be entitled to contribution from any Person who was not guilty of such fraudulent misrepresentation. For purposes of this Section 2(g)(iv), each Person, if any, who controls an underwriter or agent within the meaning of Section 15 of the Securities Act shall have the same rights to contribution as such underwriter or agent and each director of the Company, each officer of the Company who signed a Registration Statement, and each Person, if any, who controls the Company or a selling Holder within the meaning of Section 15 of the Securities Act shall have the same rights to contribution as the Company or such selling Holder, as the case may be.

(v) Subject to the limitations on the Holders' liability set forth in Section 2(g)(ii) and Section 2(g)(iv), the remedies provided for in this Section 2(g) are not exclusive and shall not limit any rights or remedies which may otherwise be available to any Indemnified Party at law or equity. The remedies shall remain in full force and effect regardless of any investigation made by or on behalf of such Holder or any Indemnified Party and survive the transfer of such securities by such Holder.

(vi) The obligations of the Company and of the Participating Holders hereunder to indemnify any underwriter or agent who participates in an offering (or any Person, if any controlling such underwriter or agent within the meaning of Section 15 of the Securities Act) shall be conditioned upon the underwriting or agency agreement with such underwriter or agent containing an agreement by such underwriter or agent to indemnify and hold harmless the Company, each of its directors and officers, each other Participating Holder, and each Person who controls the Company (within the meaning of the Securities Act or the Exchange Act) or such Participating Holder against all Losses, but only with respect to untrue statements or omissions, or alleged untrue statements or omissions, made in the Registration Statement (or any amendment thereto), or any preliminary prospectus or the Prospectus (or any amendment or supplement thereto) in

reliance upon and in conformity with written information furnished to the Company by such underwriter or agent expressly for use in such filings described in this sentence.

(h) Participating Holders.

(i) Each of the Participating Holders shall furnish to the Company such information regarding such Participating Holder and its partners and members, and the distribution proposed by such Holder as the Company may reasonably request in writing and as shall be reasonably requested in connection with any Registration, qualification or compliance referred to in this Section 2.

(ii) In the event that, either immediately prior to or subsequent to the effectiveness of any Registration Statement, any Participating Holder shall distribute Registrable Securities to its partners or members, such Participating Holder shall so advise the Company and provide such information as shall be necessary to permit an amendment to such Registration Statement to provide information with respect to such partners or members, as selling security holders. As soon as is reasonably practicable following receipt of such information, the Company shall file an appropriate amendment to such Registration Statement reflecting the information so provided. Any incremental expense to the Company resulting from such amendment shall be borne by such Participating Holder.

(iii) Each Holder agrees that at the time that such Holder is a Participating Holder, upon receipt of any notice from the Company of the happening of any event of the kind described in Section 2(f)(iii), such Holder shall forthwith discontinue disposition of Registrable Securities pursuant to the Registration Statement covering such Registrable Securities until such Holder's receipt of the copies of a supplemented or amended Prospectus or Issuer Free Writing Prospectus or until such Holder is advised in writing by the Company that the use of the Prospectus or Issuer Free Writing Prospectus, as the case may be, may be resumed, and, if so directed by the Company, such Holder shall deliver to the Company all copies, other than any permanent file copies then in such Holder's possession, of the most recent Prospectus or any Issuer Free Writing Prospectus covering such Registrable Securities at the time of receipt of such notice. If the Company shall give such notice, the Company shall extend the period during which such Registration Statement shall be maintained effective by the number of days during the period from and including the date of the giving of notice pursuant to Section 2(f)(iii) to the date when the Company shall make available to such Holder a copy of the supplement or amended Prospectus or Issuer Free Writing Prospectus or is advised in writing that the use of the Prospectus or Issuer Free Writing Prospectus may be resumed.

(i) Rule 144. With a view to making available the benefits of certain rules and regulations of the Commission which may permit the sale of restricted securities to the public without Registration, the Company agrees to use its reasonable best efforts to file with the Commission in a timely manner all reports and other documents required of the Company under the Securities Act and the Exchange Act at any time after it has become subject to such reporting requirements (or, if the Company is not required to file such reports, it will, upon the reasonable

request of the Holders holding a majority of the then outstanding Registrable Securities, make publicly available such necessary information for so long as necessary to permit sales pursuant to Rules 144 under the Securities Act).

(j) Termination. The registration rights set forth in this Section 2 shall terminate and cease to be available as to any securities held by a Holder at such time as such Holder (after owning) first ceases to own any Registrable Securities.

(k) Lock-Up Agreements.

(i) The Company agrees that, if requested by the managing underwriter in any underwritten public offering contemplated by this Agreement, it will enter into a customary "lock-up" agreement providing that it will not, directly or indirectly, sell, offer to sell, grant any option for the sale of, or otherwise dispose of any Common Stock or securities convertible into or exchangeable or exercisable for Common Stock (subject to customary exceptions) for a period of 60 days from the date of the final prospectus pertaining to such offering of Common Stock; provided, however, that any such lock-up agreement shall not prohibit the Company from directly or indirectly (i) selling, offering to sell, granting any option for the sale of, or otherwise disposing of any Qualifying Employee Stock (or otherwise maintaining its employee benefits plans in the ordinary course of business), (ii) issuing Common Stock or securities convertible into or exchangeable for Common Stock upon exercise of any Right, option or convertible or exchangeable security or (iii) taking such other actions as are agreed to by the managing underwriter. Each Holder shall coordinate with other Holders and, to the extent the Holders are aware of Other Stockholders, Other Stockholders such that the total number of days that the Company will be subject to such restrictions (including similar restrictions pursuant to any registration rights agreements with any Other Stockholders) as may be in effect in any 365-day period shall not exceed 120 days.

(ii) In the event that any Holder is an Affiliate of the Company, if requested by the managing underwriter in any underwritten public offering permitted by this Agreement, such Holder will enter into a customary "lock-up" agreement providing that it will not sell, grant any option for the sale of, or otherwise dispose of any Common Stock outside of such public offering (subject to customary exceptions) for a period of 60 days from the date of the final prospectus pertaining to such offering of Common Stock.

(l) Notwithstanding any provision of this Agreement to the contrary, in order for a Registration to be included as a Registration for purposes of this Section 2, the Registration Statement in connection therewith shall have been continually effective in compliance with the Securities Act and usable for resale for the full period established with respect to such Registration (except in the case of any suspension of sales pursuant to (A) a Scheduled Black-Out Period, or (B) Section 2(f)(iii) hereof, in which case such period shall be extended to the extent of such suspension).

(m) Notwithstanding any provision of this Agreement to the contrary, if the Company is required to file a post-effective amendment to a Registration Statement to incorporate the Company's quarterly and annual reports and related financial statements on Form 10-Q and Form 10-K, the Company shall use its reasonable best efforts to promptly file such post-effective amendment and may postpone or suspend effectiveness of such Registration Statement for a period not to exceed thirty (30) consecutive days to the extent the Company determines necessary to comply with applicable securities laws; provided, that the period by which the Company postpones or suspends the effectiveness of a shelf Registration Statement pursuant to this Section 2(m) plus any suspension, deferral or delay pursuant to Section 2(f)(iii) shall not exceed 60 days in the aggregate in any twelve-month period.

SECTION 3. GOVERNANCE

Subject to and in accordance with the terms hereof, the Company and the Standby Purchasers shall take the following actions in relation to the Company:

(a) Following completion of the Spin-Off Transaction, subject to the fiduciary duties of the Company Board, the Standby Purchasers shall have the right to nominate one (1) individual nominee designated by the Standby Purchasers (the "Standby Purchaser Nominee") to serve on the board of directors of the Company (the "Company Board") in accordance with the bylaws of the Company (the "Company Bylaws") and the General Corporation Law of the State of Delaware (the "DGCL"); provided, however, that in the event that the Company determines to increase the size of the Company Board to larger than five directors, the Standby Purchasers shall have the right to nominate Standby Purchaser Nominees with respect to seats on the Company Board representing at least twenty percent of the total number of directors on the Company Board, provided, further, the Standby Purchasers shall not nominate any person as a nominee if the Company Board reasonably determines in good faith, after consultation with outside legal counsel, that such Standby Purchaser Nominee has been involved in any of the events enumerated in Items 2(d) or (e) of Schedule 13D under the Exchange Act or Item 401(f) of Regulation S-K under the Exchange Act or is subject to any order, decree or judgment of any governmental authority prohibiting service as a director of any public company, in which case the Standby Purchasers shall withdraw the designation of such Standby Purchaser Nominee and shall designate another individual as a Standby Purchaser Nominee, which replacement will also be subject to the requirements of this Section 3(a). The Standby Purchasers shall take all necessary action to cause any Standby Purchaser Nominee to consent to such reference and background checks and to provide such information (including information necessary to determine such Standby Purchaser Nominee's independence status as well as information necessary to determine any disclosure obligations of the Company) as the Company Board or its Nominating and Corporate Governance Committee (the "Nominating and Corporate Governance Committee") may reasonably request in connection with the Company's disclosure obligations or in connection with the Company's legal, regulatory or stock exchange requirements (collectively, the "Nomination Information"), which requests shall be of the same type and scope as the Company requests of all other nominees to the Company Board.

(b) So long as the Standby Purchasers have a right to nominate a Standby Purchaser Nominee and during the Standstill Period, the Company agrees, to the fullest extent permitted by applicable law (including with respect to any standard of conduct (including fiduciary duties) required of directors under Delaware law), to nominate for election at any annual or special meeting of stockholders of the Company at which directors are to be elected to the Company Board (or consent in lieu of meeting) the applicable Standby Purchaser Nominee, and to use its reasonable best efforts to solicit the vote of holders of Common Stock (which efforts shall, to the fullest extent permitted by applicable law, include the inclusion in any proxy statement prepared, used, delivered or publicly filed by the Company to solicit the vote of its stockholders in connection with any such meeting).

(c) The Standby Purchasers shall deliver to the Company a written notice identifying each such Standby Purchaser Nominee, and shall provide as promptly as practicable all Nomination Information about such proposed Standby Purchaser Nominee as shall be reasonably requested by the Company Board (or the Nominating and Corporate Governance Committee thereof) no later than the earlier of (the "Nomination Deadline") (x) fifteen (15) Business Days following the written request of the Company and (y) the time by which such information is reasonably requested by the Company Board (or the Nominating and Corporate Governance Committee thereof) to be delivered (which time shall be concurrent with the request for such information from and otherwise consistent in form and timing with the request for such information from all other nominees). If the Standby Purchasers fail to designate all the Standby Purchaser Nominees that they are entitled to designate prior to such time, then the Standby Purchaser Nominee(s) previously designated by the Standby Purchasers and then serving on the Company Board (if any) shall be the proposed Standby Purchaser Nominee(s).

(d) Each Standby Purchaser Nominee serving on the Company Board shall be subject to the policies and requirements of the Company and the Company Board, including the Company's Corporate Governance Guidelines and the Company's Code of Business Conduct and Ethics, in a manner consistent with the application of such policies and requirements to all other members of the Company Board, and shall be entitled to the same rights, privileges and compensation applicable to all other members of the Company Board generally or to which all such members of the Company Board are entitled. In furtherance of the foregoing, the Company shall indemnify, exculpate, and reimburse fees and expenses of the Standby Purchaser Nominees (including by entering into an indemnification agreement in a form substantially similar to the Company's form director indemnification agreement) and provide the Standby Purchaser Nominees with director and officer insurance to the same extent it indemnifies, exculpates, reimburses and provides insurance for the other members of the Company Board pursuant to the Certificate of Incorporation of the Company and the Company Bylaws, applicable law or otherwise. The Company will prepare and provide, or cause to be prepared and provided, to the Standby Purchaser Nominees (in their capacity as such), any information, and access to any information, relating to the Company and its subsidiaries as and when provided to other members of the Company Board.

(e) The obligations of the Company pursuant to this Section 3 shall terminate (and the Standby Purchasers shall have no further rights to designate any Standby Purchaser

Nominees) upon the first to occur of: (i) such time as the Standby Purchasers shall beneficially own, shares of Common Stock representing in the aggregate less than 10% of the total outstanding shares of Common Stock or (ii) the delivery by the Standby Purchasers of written notice to the Company irrevocably waiving and terminating all of the Standby Purchaser' rights under this Section 3 (the date of termination of the obligations of the Company under this Section 3 pursuant to the foregoing clauses (i) or (ii) being referred to herein as the "Nomination Right Termination Date"), and upon such Nomination Right Termination Date, the Standby Purchasers shall take action within their power to cause all Standby Purchaser Nominees then serving on the Company Board to promptly tender their resignation from the Company Board.

SECTION 4. MISCELLANEOUS

(a) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware applicable to contracts made and to be performed entirely within such State without regard to conflicts of law principles.

(b) Section Headings. The headings of the sections and subsections of this Agreement are inserted for convenience only and shall not be deemed to constitute a part thereof.

(c) Notices.

(i) All communications under this Agreement shall be in writing and shall be delivered by hand or facsimile or mailed by overnight courier:

(1) if to the Company, to:

Seaport Entertainment Group Inc.
199 Water Street, 28th Floor
New York, New York 10038
Attention: Anton D. Nikodemus
Email:

with a copy (which shall not constitute notice) to:

Latham & Watkins LLP
1071 Sixth Avenue
New York, NY 10020
Attention: Julian Kleindorfer; Abigail Smith
Email:

(2) if to the Holders, at the address or email listed on Schedule I hereto, or at such other address or email as may have been furnished to the Company in writing.

(ii) Any notice so addressed shall be deemed to be given: if delivered by hand or facsimile, on the date of such delivery; and if mailed by overnight courier, on the first Business Day following the date of such mailing.

(d) Reproduction of Documents. This Agreement and all documents relating thereto, including, without limitation, any consents, waivers and modifications which may hereafter be executed may be reproduced by the Holders by any photographic, photostatic, microfilm, microcard, miniature photographic or other similar process and the Holders may destroy any original document so reproduced. The parties hereto agree and stipulate that any such reproduction shall be admissible in evidence as the original itself in any judicial or administrative proceeding (whether or not the original is in existence and whether or not such reproduction was made by the Holders in the regular course of business) and that any enlargement, facsimile or further reproduction of such reproduction shall likewise be admissible in evidence.

(e) Successors and Assigns. Neither this Agreement nor any right or obligation hereunder may be assigned in whole or in part by any party without the prior written consent of the other parties hereto and any purported assignment in violation of this provision shall be void; provided, however, that the rights and obligations hereunder of any Standby Purchaser may be assigned, in whole or in part, to any Person who acquires such Registrable Securities that (i) is an Affiliate of any Standby Purchaser or (ii) is unable to immediately sell, without limitations (including, but not limited to, any limitation on volume or manner of sale) or restrictions under Rule 144, all Registrable Securities and other shares of Common Stock held by such Person (provided, that for this clause (ii), any such rights and obligations may be assigned solely with respect to such Registrable Securities) (each such Person described in clauses (i) or (ii), a "Permitted Assignee"). Any assignment pursuant to this Section 4(e) shall be effective and any Person shall become a Permitted Assignee only upon receipt by the Company of (1) a written notice from the transferring Holder stating the name and address of the transferee and identifying the number of shares of Registrable Securities with respect to which the rights under this Agreement are being transferred and, if fewer than all of the rights attributable to a Holder hereunder are to be so transferred, the nature of the rights so transferred and (2) a written instrument by which the transferee agrees to be bound by all of the terms and conditions applicable to a Holder of such Registrable Securities. Subject to the foregoing, this Agreement shall inure to the benefit of and be binding upon the successors and permitted assigns of each of the parties. Notwithstanding anything to the contrary in this Section 4(e), the rights and obligations of the Standby Purchasers set forth in Section 3 may not be assigned.

(f) Several Nature of Commitments. The obligations of each Holder hereunder are several and not joint and several, and relate only to the Registrable Securities held by such Holder from time to time. No Holder shall bear responsibility to the Company for breach of this Agreement or any information provided by any other Holder.

(g) Additional Stockholders. The parties hereto acknowledge that certain Persons may become stockholders of the Company and the Company may wish to grant such Persons registration rights with respect to the shares of Common Stock issued to such Persons. The Company may do so in its discretion so long as such registration rights are not inconsistent with

the registration rights granted to the Holders hereunder and, if any registrations rights granted are more favorable than those provided to Holders of Common Stock hereunder, conforming changes reasonably acceptable to the Pershing Square Holders are made to this Agreement to provide Holders hereunder with substantially similar rights.

(h) Entire Agreement; Amendment and Waiver. This Agreement constitutes the entire understanding of the parties hereto relating to the subject matter hereof and supersedes all prior understandings among such parties. This Agreement may be amended with (and only with) the written consent of the Company and the Holders holding a majority of the then outstanding Registrable Securities and any such amendment shall apply to all Holders and all of their Registrable Securities; provided, however, that, notwithstanding the foregoing, no amendment to this Agreement may adversely affect the rights of a Holder hereunder without the prior written consent of such Holder; provided, further, that, notwithstanding the foregoing, additional Holders may become party hereto upon an assignment of rights and obligations hereunder pursuant to Section 4(e); provided further, however, that other than as set forth in Section 4(e), the Company may not add additional parties hereto without the consent of Holders holding a majority of the then outstanding Registrable Securities. The observance of any term of this Agreement may be waived by the party or parties waiving any rights hereunder; provided, that any such waiver shall apply to all Holders and all of their Registrable Securities only if made by Holders holding a majority of then-outstanding Registrable Securities.

(i) Injunctive Relief. It is hereby agreed and acknowledged that it will be impossible to measure in money the damage that would be suffered if the parties fail to comply with any of the obligations herein imposed on them and that in the event of any such failure, an aggrieved Person will be irreparably damaged and will not have an adequate remedy at law. Any such Person shall, therefore, be entitled (in addition to any other remedy to which it may be entitled in law or in equity) to injunctive relief, including specific performance, to enforce such obligations, and if any action should be brought in equity to enforce any of the provisions of this Agreement, none of the parties hereto shall raise the defense that there is an adequate remedy at law.

(j) WAIVER OF JURY TRIAL. EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH SUCH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY ACTIONS, SUITS, DEMAND LETTERS, JUDICIAL, ADMINISTRATIVE OR REGULATORY PROCEEDINGS, OR HEARINGS, NOTICES OF VIOLATION OR INVESTIGATIONS ARISING OUT OF OR RELATING TO THIS AGREEMENT. EACH PARTY TO THIS AGREEMENT CERTIFIES AND ACKNOWLEDGES THAT (A) SUCH PARTY HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER AND (B) SUCH PARTY MAKES THIS WAIVER VOLUNTARILY.

(k) No Inconsistent Agreements. The Company is not currently a party to any agreement which is, or could be inconsistent with, the rights granted to the Holders by this Agreement.

(l) Severability. In the event that any part or parts of this Agreement shall be held illegal or unenforceable by any court or administrative body of competent jurisdiction, such determination shall not affect the remaining provisions of this Agreement which shall remain in full force and effect.

(m) Counterparts. This Agreement may be executed in two or more counterparts (including by email or facsimile signature), each of which shall be deemed an original and all of which together shall be considered one and the same agreement.

(n) Interpretation of this Agreement. Where any provision in this Agreement refers to action to be taken by any Person, or which such Person is prohibited from taking, such provision shall be applicable whether such action is taken directly or indirectly by such Person.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the undersigned have executed this Investor Rights Agreement as of the date first set forth above.

SEAPORT ENTERTAINMENT GROUP INC.

By: _____

Name: Anton D. Nikodemus
Title: Chief Executive Officer

PERSHING SQUARE HOLDINGS, LTD.

By: Pershing Square Capital Management, L.P., its Investment Manager

By: PS Management, GP, LLC, its General Partner

By : _____
Name: William A. Ackman
Title: Managing Member

PERSHING SQUARE, L.P.

By: Pershing Square Capital Management, L.P., its Investment Manager

By: PS Management, GP, LLC, its General Partner

By : _____
Name: William A. Ackman
Title: Managing Member

PERSHING SQUARE INTERNATIONAL, LTD.

By: Pershing Square Capital Management, L.P., its Investment Manager

By: PS Management, GP, LLC, its General Partner

By : _____
Name: William A. Ackman
Title: Managing Member

AMENDMENT TO LOAN DOCUMENTS AGREEMENT

This **AMENDMENT TO LOAN DOCUMENTS AGREEMENT** ("**Amendment**") is dated as of , 2024 (hereinafter the "**Amendment Effective Date**"), by and among **250 SEAPORT DISTRICT, LLC**, a single-purpose Delaware limited liability company ("**Borrower**"), **TWL-BRIDGELAND HOLDING COMPANY, LLC**, a Delaware limited liability company ("**TWL Guarantor**"), **SEAPORT ENTERTAINMENT GROUP INC.**, a Delaware corporation ("**Seaport Guarantor**," together with TWL Guarantor, individually and/or collectively, as the context may require, "**Guarantor**," together with Borrower, individually and/or collectively, referred to herein, as the context may require, as "**Obligor**"), and **MIZUHO CAPITAL MARKETS LLC**, a Delaware limited liability company, as Agent for itself and the other Lenders (collectively, the "**Lenders**") that are parties to the Loan Agreement described below (together with its successors and assigns in such capacity, the "**Agent**"), and **MIZUHO CAPITAL MARKETS LLC**, a Delaware limited liability company, as Lender.

BACKGROUND

A. Pursuant to that certain Term Loan Agreement dated as of September 7, 2023, Lenders made a secured term loan to Borrower (as thereafter amended, restated and/or modified from time to time, the "**Loan**") in the original principal amount of $115,000,000.00 (as thereafter amended, restated and/or modified from time to time, the "**Loan Agreement**").

B. Borrower's obligation to repay the Loan is evidenced by that certain Consolidated, Amended and Restated Promissory Note dated as of September 7, 2023 by Borrower in favor of Agent, for the benefit of Lenders, in the original principal amount equal to $115,000,000.00 (as thereafter amended, restated and/or modified from time to time, the "**Note**").

C. Certain of Borrower's obligations to Agent, for the benefit of Lenders, under the Loan Agreement and other Loan Documents (as defined below) are guaranteed by TWL Guarantor pursuant to (i) that certain Recourse Indemnity Agreement dated as of September 7, 2023 by TWL Guarantor in favor of Agent, for the benefit of Lenders (as amended, modified and/or supplemented from time to time, the "**TWL Recourse Indemnity Guaranty**"); and (ii) that certain Interest and Expenses Guaranty dated as of September 7, 2023 by TWL Guarantor in favor of Agent, for the benefit of Lenders (as amended, modified and/or supplemented from time to time, the "**TWL Interest and Expenses Guaranty**," together with the TWL Recourse Indemnity Guaranty, individually and/or collectively, as the context may require, the "**TWL Guaranty**").

D. Borrower's obligations to Agent, for the benefit of Lenders, under the Loan Agreement and the other Loan Documents are secured by, among other things, (i) that certain Consolidated, Amended and Restated Mortgage, Assignment of Rents and Leases, Security Agreement and Fixture Filing dated as of September 7, 2023 by Borrower in favor of Agent, for the benefit of Lenders (as amended, modified and/or supplemented from time to time, the "**Mortgage**") encumbering that certain parcel of real property located at 250 Water Street, New York, New York, and designated on the New York County, New York tax maps as Block 98, Lot 1, together with the improvements now or hereafter located thereon, certain personal property

located thereon and/or used in connection therewith, and other rights appurtenant thereto, as more particularly described in the Mortgage (collectively, the "**Property**"); and (ii) that certain Assignment of Rents and Leases dated as of September 7, 2023 by Borrower in favor of Lender (as amended, modified and/or supplemented from time to time, "**ALR**") encumbering the Property.

E. Borrower's obligations to Agent, for the benefit of Lenders, under the Loan Agreement and the other Loan Documents are further secured by, among other things, (i) that certain Hazardous Materials Indemnity Agreement dated as of September 7, 2023 by Borrower and TWL Guarantor in favor of Agent, for the benefit of Lenders (as amended, modified and/or supplemented from time to time, the "**Environmental Indemnity Agreement**"); (ii) that certain Collateral Assignment dated as of September 7, 2023 by Borrower in favor of Agent, for the benefit of Lenders (as amended, modified and/or supplemented from time to time, the "**Assignment of Licenses, Permits and Contracts**").

F. The Loan Agreement, the Note, the Guaranty, the Mortgage, the ALR, the Environmental Indemnity Agreement, and the Assignment of Licenses, Permits and Contracts, together with all agreements, documents and instruments executed in connection therewith or in furtherance thereof, as amended, modified and/or supplemented as of the first date written hereof, are referred to hereinafter, collectively, as the "**Existing Loan Documents**."

G. Subsequent to the parties' execution of the Existing Loan Documents, Borrower requested that Agent, for the benefit of Lenders, amend the Existing Loan Documents to, among other things, (i) add the organizational restructuring of Borrower relating to Seaport Guarantor as a Permitted Transfer, (ii) replace TWL Guarantor with Seaport Guarantor as Guarantor, (iii) release TWL Guarantor from the TWL Guaranty, and (iv) join Seaport Guarantor as indemnitor under an amended and restated Environmental Indemnity Agreement. Agent, for the benefit of Lenders, and Lenders have agreed to amend the Existing Loan Documents, subject to the terms and conditions of this Amendment and the other agreements, documents and instruments executed in connection with this Amendment and/or in furtherance of this Amendment, if any (collectively, with this Amendment, the "**Amendment Documents**").

NOW, THEREFORE, for good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, Obligor, Agent, for the benefit of Lenders, and Lenders agree as follows:

I. AMENDMENT TO LOAN DOCUMENTS AGREEMENT

1. Incorporation of Recitals; Definitions. The recitals set forth in paragraphs A through G of the Background to this Amendment are hereby incorporated in their entirety. Except as otherwise defined herein, capitalized terms used herein and not otherwise defined herein shall have the meaning ascribed to such terms in the Existing Loan Documents.

2. Indebtedness. Obligor acknowledges and agrees that, on the Amendment Effective Date, (i) the Loan has been fully disbursed and no further advances under the Loan Documents will be made; (ii) amounts repaid to reduce the principal amount of the Loan may not

be reborrowed but shall be applied to permanently reduce the Loan; and (iii) after receipt and application of the Amendment Prepayment pursuant to Section 3 below, the unpaid principal balance of the Loan is $61,300,000.00.

3. Prepayment. Pursuant to Section 2.3(d) of the Loan Agreement, on or before the Amendment Effective Date, Borrower shall pay Agent, for the benefit of Lenders, the amount of $53,700,000, in good and immediately available funds, to be applied to the outstanding principal amount of the Loan ("**Amendment Prepayment**").

4. Amendments to the Loan Documents.

(a) Amendment to Scheduled Maturity Date. Effective as of the Amendment Effective Date, the definition of "Scheduled Maturity Date" in Section 1.1 of the Loan Agreement is hereby deleted in its entirety and amended and restated as follows:

"**Scheduled Maturity Date**" means July 1, 2029.

(b) Amendment to Permitted Transfer. Effective as of the Amendment Effective Date, subsection (iv) of the definition of "Permitted Transfer" in Section 1.1 of the Loan Agreement is hereby deleted in its entirety and amended and restated as follows:

"**Permitted Transfer**" means . . . (iv) any conveyance, assignment, issuance of ownership interest (including shares of stock), sale, mortgaging, encumbrance, pledging, hypothecation, granting of a security interest in, granting of options with respect to or other disposition (directly or indirectly, voluntarily or involuntarily, by operation of law or otherwise) or Transfer of any legal or beneficial interest in (a) Borrower so long as, at all times during the term of the Loan, one or more Persons comprising Guarantor directly or indirectly maintains Control of Borrower or (b) any Person comprising Guarantor so long as either (x) at all times during the term of the Loan, the other Person comprising Guarantor continues to directly or indirectly maintain Control of Borrower or (y) the direct or indirect ownership interest of such Person comprising Guarantor is comprised of publicly traded shares on the New York Stock Exchange, NASDAQ, or another nationally or internationally recognized stock exchange and such conveyance, assignment, issuance of ownership interest (including shares of stock), sale, mortgaging, encumbrance, pledging, hypothecation, granting of a security interest in, granting of options with respect to or other disposition (directly or indirectly, voluntarily or involuntarily, by operation of law or otherwise) or Transfer of any legal or beneficial interest in such Person comprising Guarantor relates to such publicly traded shares;

provided, however, in the event that, at any time during the term of the Loan, no Person comprising Guarantor (A) directly or indirectly maintains Control of Borrower, or (B) owns a direct or indirect equity interest in

Borrower, then the following conditions shall be satisfied to the reasonable satisfaction of Agent, for the benefit of Lenders:

(1) a Replacement Guarantor has executed and delivered to Agent, for the benefit of Lenders, a Replacement Guaranty, and such Replacement Guarantor has furnished to Agent, for the benefit of Lenders, such financial statements and information with respect to such Replacement Guarantor as Agent, for the benefit of Lenders, may reasonably request to verify (A) that such Replacement Guarantor is in compliance with all Financial Covenants and (B) all other financial considerations related to such Replacement Guarantor which are specifically described in the definition of Replacement Guarantor, each as reasonably confirmed by Agent, for the benefit of Lenders;

(2) Replacement Guarantor shall have furnished to Agent, for the benefit of Lenders, if Replacement Guarantor is a corporation, partnership, limited liability company or other entity, certified copies of documents evidencing Replacement Guarantor's organization, existence and good standing, the authorization of the transactions contemplated by the Replacement Guaranty and the qualification of the signers to execute the Replacement Guaranty, which documents shall include certified copies of documents relating to the organization, existence and good standing of Replacement Guarantor, all in form and substance reasonably satisfactory to Agent, for the benefit of Lenders.

(c) Amendment to Replacement Guarantor and Replacement Guaranty. Effective as of the Amendment Effective Date, new definitions of "Replacement Guarantor" and "Replacement Guaranty" shall be added to Section 1.1 of the Loan Agreement, as follows:

"**Replacement Guarantor**" shall mean a Person proposed by Borrower to provide a Replacement Guaranty, which Person is approved in writing by Agent, for the benefit of Lenders; provided, however, Agent, for the benefit of Lenders, shall not unreasonably withhold, condition, or delay its approval to a Person which satisfies the following conditions: (i) such Person is an Affiliate of Guarantor, (ii) such Person owns a direct or indirect equity interest in Borrower; (iii) such Person satisfies the Financial Covenants and (iv) such Person satisfies the "know your customer" requirements in Section 8.1 hereof.

"**Replacement Guaranty**" shall mean replacement guaranties and replacement environmental indemnity, in form and content substantially identical to the original Carry Guaranty, the original Recourse Indemnity and the original Indemnity Agreement; provided, however, that, when the Replacement Guaranty is provided in connection with a Permitted Transfer: (i) the replacement carry guaranty shall limit carrying costs to those arising after the effective date of the applicable Replacement Guaranty (i.e. the date of consummation of such

Permitted Transfer), (ii) the replacement recourse indemnity shall limit carve-out and springing recourse liabilities and losses (as set forth in the original Recourse Indemnity) to those arising from acts and events occurring after the effective date of the applicable Replacement Guaranty (i.e.; the date of consummation of such Permitted Transfer), and (iii) upon satisfaction of the conditions set forth in this definition of Replacement Guaranty and in the definition of Replacement Guarantor, original Guarantor under the applicable Carry Guaranty and the applicable Recourse Indemnity shall have no liability for all matters under the applicable Carry Guaranty and the applicable Recourse Indemnity that occur or arise after the effective date of the applicable Replacement Guaranty (it being agreed that the execution and delivery to Lender by the Replacement Guarantor of the Replacement Guaranty shall not be construed to release the original Guarantor from its obligations and liabilities under the applicable Carry Guaranty and the applicable Recourse Indemnity for matters (including Borrower and/or original Guarantor's actions or inactions) arising before the effective date of the applicable Replacement Guaranty, and all of the rights and remedies of Agent, for the benefit of Lenders, against the original Guarantor under the applicable Carry Guaranty and the applicable Recourse Indemnity for such matters shall remain in full force and effect with respect to claims arising prior to the effective date of the applicable Replacement Guaranty).

(d) Amendment to Guarantor. Effective as of the Amendment Effective Date, the definition of "Guarantor" in Section 1.1 of the Loan Agreement is hereby deleted in its entirety and amended and restated as follows:

"**Guarantor**" means individually and/or collectively, as the context may require, TWL-Bridgeland Holding Company, LLC, a Delaware limited liability company, and SEAPORT ENTERTAINMENT GROUP INC., a Delaware corporation.

(e) Amendment to Accrual Period. Effective as of the Amendment Effective Date, the definition of "Accrual Period" in Section 1.1 of the Loan Agreement is hereby deleted in its entirety and amended and restated as follows:

"**Accrual Period**" means the monthly period commencing on the first (1st) calendar day of each calendar month of each calendar year and continuing to but excluding the first (1st) calendar day of the following respective calendar month (without adjustment in either case for Business Day payment conventions); provided, however, the initial Accrual Period shall be the period commencing on the Closing Date and continuing to but excluding the first (1st) calendar day of October 2023; provided, further, the initial Accrual Period after the Amendment Effective Date shall be the period commencing on the Amendment Effective Date and continuing to but excluding the first (1st) calendar day of August 2024.

(f) Amendment to Affiliate. Effective as of the Amendment Effective Date, the definition of "Affiliate" in Section 1.1 of the Loan Agreement is hereby deleted in its entirety and amended and restated as follows:

> "**Affiliate**" means, with respect to any specified Person, (i) any other Person directly or indirectly Controlling or Controlled by or under direct or indirect Common Control with such specified Person, (ii) any general partner or managing member in such specified Person, (iii) any other Person who owns, directly or indirectly, 10% or more of all equity interests in such Person, or (iv) with respect to Borrower, any Borrower Party.

(g) Release of TWL Guaranty. On the Amendment Effective Date, TWL Guarantor and Agent, for the benefit of Lenders, shall execute and deliver to Agent, for the benefit of Lenders: (i) a Release of TWL Recourse Indemnity Agreement, in form and substance acceptable to Agent, for the benefit of Lenders, to release TWL Guarantor from and after the Amendment Effective Date from certain of its obligations under the TWL Recourse Indemnity Guaranty, and (ii) a Release of TWL Interest and Expenses Guaranty, in form and substance acceptable to Agent, for the benefit of Lenders, to release TWL Guarantor from and after the Amendment Effective Date from certain of its obligations under the TWL Interest and Expenses Guaranty.

(h) Amended and Restated Environmental Indemnity Agreement. On the Amendment Effective Date, Borrower, TWL Guarantor and Seaport Guarantor shall execute and deliver to Agent, for the benefit of Lenders, an amended and restated Environmental Indemnity Agreement, in form and substance acceptable to Agent, for the benefit of Lenders.

(i) Seaport Guaranty. On the Amendment Effective Date, Seaport Guarantor shall execute and deliver to Agent, for the benefit of Lenders, (i) that certain Recourse Indemnity Agreement by Seaport Guarantor in favor of Agent, for the benefit of Lenders, in substantially similar form as the TWL Recourse Indemnity Agreement (as amended, modified and/or supplemented from time to time, the "**Seaport Recourse Indemnity Guaranty**"); and (ii) that certain Interest and Expenses Guaranty by Seaport Guarantor in favor of Agent, for the benefit of Lenders, in substantially similar form as the TWL Interest and Expenses Guaranty (as amended, modified and/or supplemented from time to time, the, the "**Seaport Interest and Expenses Guaranty**," together with the Seaport Recourse Indemnity Guaranty, individually and/or collectively, as the context may require, the "**Seaport Guaranty**").

(j) Addresses for Notices. Effective as of the Amendment Effective Date, the new notice address of the Borrower is the following:

> 250 Seaport District, LLC
> 199 Water Street, 28th Floor
> New York, NY 10038
> Attn: Anton Nikodemus

With a copy to:

250 Seaport District, LLC
199 Water Street, 28th Floor
New York, NY 10038
Attn: Legal Department

II. REPRESENTATIONS AND WARRANTIES.

A. Representations and Warranties of Obligor. To induce Agent, for the benefit of Lenders, and Lenders to enter into this Amendment and the other Amendment Documents, if any, Obligor (each as to itself) makes the following representations and warranties to Agent, for the benefit of Lenders and Lenders as of the date hereof, each and all of which shall survive the execution and delivery of this Amendment, except to the extent the subject matter of such representation or warranty relates to a particular date specified therein, in which case such representation shall be true and correct as of such specified date:

1. Obligor hereby certifies that the representations and warranties made in the Existing Loan Documents to which such Obligor is a party, as amended by the Amendment Documents, are true and correct as of the Amendment Effective Date, except to the extent the subject matter of such representation or warranty relates to a particular date specified therein, in which case such representation shall be true and correct as of such specified date.

2. Borrower and TWL Guarantor are each a limited liability company duly formed, validly existing and in good standing in its state of formation, Seaport Guarantor is a corporation duly formed, validly existing and in good standing in its state of formation and, with respect to Borrower, is authorized to do business as a foreign limited liability company in each state in which it conducts business, and with respect to Guarantor, is authorized to do business as a foreign limited liability company or foreign corporation, as the case may be, in each state in which it conducts business to the extent required by applicable law. The individual executing this Amendment on behalf of Obligor is the authorized signatory of Obligor, and Obligor has the requisite power and authority to execute, deliver and perform its obligations under this Amendment and any other Amendment Documents to which it is a party.

3. All material limited liability company actions by Borrower and TWL Guarantor and its members, managers and officers necessary for due authorization, execution, delivery and performance of this Amendment or any other Amendment Documents have been taken. All material corporate actions by Seaport Guarantor and its members, managers and officers necessary for due authorization, execution, delivery and performance of this Amendment or any other Amendment Documents have been taken.

4. This Amendment and each of the other Amendment Documents, if any, executed by Obligor will be the legal, valid and binding obligation of Obligor, enforceable against it in accordance with their respective terms, subject only to bankruptcy, insolvency,

reorganization, moratorium or other laws or equitable principles affecting creditors' rights generally.

5. Except for the Existing Loan Documents, as amended by the Amendment Documents, Obligor has not created, granted or permitted to exist any lien, security interest or encumbrance in favor of any party other than Agent, for the benefit of Lenders, with respect to any collateral pledged to Agent, for the benefit of Lenders, by Obligor.

6. Obligor has not received written notice of, nor has any knowledge of, any order or notice of any governmental investigation or any violation or claim of violation of any law, regulation or other governmental requirement which would have a material adverse effect upon Obligor's business operations or financial condition.

7. Obligor has not received any information concerning any litigation and/or any investigations by any Governmental Authority, which would have a material adverse effect upon Obligor's business operations or financial condition.

8. The execution, delivery and performance of the Amendment Documents by Obligor does not and will not conflict with, violate or result in a material breach of any provision of any applicable law, rule, regulation or order. No authorization, consent or approval or other action by, and no notice of or filing with, any Governmental Authority having jurisdiction over Obligor or the Property are required to be obtained or made by Obligor for the due execution, delivery and performance of the Amendment Documents.

9. Obligor reaffirms the granting of the liens and security interests to Lender to secure the Loan set forth in the Existing Loan Documents, as amended by the Amendment Documents.

10. To Obligor's knowledge, no consent, approval, authorization or order of any court or governmental authority or any third party is required in connection with the execution and delivery by Obligor of this Amendment or for Obligor to consummate the transactions contemplated hereby other than those that have been obtained by Obligor. The execution, delivery and performance of this Amendment and each of the other Amendment Documents does not and will not conflict with, violate or result in a material breach of any provision of any applicable law, rule, regulation or order.

11. To the knowledge of Obligor, no Event of Default by any Obligor exists under the Existing Loan Documents.

B. Representations and Warranties of Agent, for the benefit of Lenders, and Lenders. Agent, for the benefit of Lenders, and Lenders each hereby makes the following representations

and warranties, each and all of which shall survive the execution and delivery of this Amendment:

1. Agent, for the benefit of Lenders, and Lenders each has the appropriate authorization to execute and deliver this Amendment and any other Amendment Documents to which it is a party.

2. The individual executing this Amendment and any other related Amendment Documents has the authority to execute same on behalf of Agent, for the benefit of Lenders, and Lenders.

3. This Amendment and each of the other Amendment Documents, and each document executed by Agent, for the benefit of Lenders, and Lenders pursuant to this Amendment, will be the legal, valid and binding obligation of Agent, for the benefit of Lenders, and Lenders, enforceable against it in accordance with the respective terms, subject only to bankruptcy, insolvency, reorganization, moratorium or other laws or equitable principles affecting creditors' rights generally.

III. CONDITIONS PRECEDENT TO ENFORCEABILITY OF THIS AMENDMENT

This Amendment shall be deemed effective only after the occurrence of the following events:

1. Obligor's execution and delivery to Agent, for the benefit of Lenders, and Lenders of this Amendment and the other Amendment Documents, in form and substance reasonably satisfactory to Agent, for the benefit of Lenders, and Lenders.

2. The receipt of the Amendment Prepayment by Agent, on behalf of Lenders.

3. No Event of Default under the Existing Loan Documents shall have occurred and be continuing.

4. Agent, for the benefit of Lenders, and Lenders must have received such documents and certificates as Agent, for the benefit of Lenders, and Lenders or its counsel may reasonably request relating to the organization, existence and good standing of Borrower and Guarantor, the authorization of the transactions contemplated hereby and any other legal matters relating to Borrower and Guarantor, this Amendment, the other Amendment Documents, if any, or the transactions contemplated by this Amendment or thereby, all in form and substance reasonably satisfactory to Lender.

5. Obligor shall have paid all out-of-pocket fees and expenses of Agent, for the benefit of Lenders, and Lenders in connection with the negotiation, drafting and execution of this Amendment and the other Amendment Documents, including, without limitation, the reasonable attorneys' fees and expenses incurred by Agent, for the benefit of Lenders, and Lenders.

IV. RELEASE AND WAIVERS

In consideration for the agreement of Agent, for the benefit of Lenders, and Lenders to enter into this Amendment and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower and Guarantor acknowledge that they have no defenses, set offs or counterclaims with respect to their respective obligations to Agent, for the benefit of Lenders, and Lenders, and on behalf of themselves and all persons or entities claiming by, through, or under Borrower and/or Guarantor (collectively, "**Obligor Parties**"), do hereby unconditionally remise, release, waive and forever discharge and relinquish Agent, for the benefit of Lenders, and Lenders, its respective parent, subsidiaries, affiliated companies, past and present stockholders, partners, officers, directors, employees, agents, attorneys, independent contractors, divisions, and their respective successors and assigns (the **"Releasees"**) from any and all manner of actions, causes of action, suits, claims, counterclaims, crossclaims, defenses and demands whatsoever, arising from any and all debts, demands, proceedings, agreements, contracts, judgments, damages, accounts, reckonings, executions, controversies, obligations, liabilities, and facts whatsoever, whatever kind or nature, whether known or unknown, which the Obligor Parties have knowledge of or should have knowledge of as of the date hereof, whether contingent or fixed, liquidated or unliquidated, at law or at equity, if any, directly or indirectly arising out of or based upon any matter connected with the Existing Loan Documents (as amended by this Amendment and the Amendment Documents), or the obligations created thereby or relating to or arising out of the Existing Loan Documents, and/or the lending relationship between Borrower, Guarantor and Lender which is the subject of the Existing Loan Documents, which the Obligor Parties ever had, now have, and/or hereafter may have against the Releasees, for or by reason of any cause, matter or thing whatsoever arising from January 27, 1989 through the date hereof.

V. MISCELLANEOUS

1. **Preservation of Existing Loan Documents.** Except as expressly amended in this Amendment or any of the other Amendment Documents, if any, all terms and conditions of the Existing Loan Documents shall remain in full force and effect.

2. **Ratification of Existing Loan Documents**. Borrower and Guarantor agree that all of the terms and provisions of the Existing Loan Documents, except as explicitly modified or amended by this Amendment or the other Amendment Documents, shall remain in full force and effect, and except as expressly modified or amended by the Amendment Documents, are hereby ratified and confirmed. Borrower and Guarantor each hereby ratifies and confirms that the Existing Loan Documents, as further amended or supplemented by this Amendment or the Amendment Documents, are valid and binding obligations and enforceable in accordance with their respective terms. All obligations presently or hereinafter outstanding under the Existing Loan Documents shall continue to be secured by the collateral pledged by Borrower and/or Guarantor to Lender, and this Amendment does not constitute a novation of the Existing Loan Documents. Except as expressly provided in this Amendment, nothing contained herein shall alter, amend, modify, or extinguish the obligation of Borrower and Guarantor to repay the Loan. In the event and to the extent of any conflict between the provisions of this

Amendment and the provisions of the Existing Loan Documents, the provisions of this Amendment with respect thereto shall govern.

3. **Governing Law**.

(a) THIS AMENDMENT WAS NEGOTIATED IN THE STATE OF NEW YORK, WHICH STATE THE PARTIES AGREE HAS A SUBSTANTIAL RELATIONSHIP TO THE PARTIES AND TO THE UNDERLYING TRANSACTION EMBODIED HEREBY, AND IN ALL RESPECTS, INCLUDING MATTERS OF CONSTRUCTION, VALIDITY AND PERFORMANCE, THIS AMENDMENT, THE OTHER AMENDMENT DOCUMENTS AND THE OBLIGATIONS ARISING HEREUNDER AND THEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND PERFORMED IN SUCH STATE AND ANY APPLICABLE LAW OF THE UNITED STATES OF AMERICA. IT BEING UNDERSTOOD THAT, TO THE FULLEST EXTENT PERMITTED BY THE LAW OF THE STATE OF NEW YORK, THE LAW OF THE STATE OF NEW YORK SHALL GOVERN THE VALIDITY AND THE ENFORCEABILITY OF THIS AMENDMENT AND ALL AMENDMENT DOCUMENTS. TO THE FULLEST EXTENT PERMITTED BY LAW, OBLIGOR HEREBY UNCONDITIONALLY AND IRREVOCABLY WAIVES ANY CLAIM TO ASSERT THAT THE LAW OF ANY OTHER JURISDICTION GOVERNS THIS AMENDMENT AND THE AMENDMENT DOCUMENTS. THIS AMENDMENT AND THE AMENDMENT DOCUMENTS SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK PURSUANT TO § 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW.

(b) ANY LEGAL SUIT, ACTION OR PROCEEDING AGAINST LENDER OR, OBLIGOR ARISING OUT OF OR RELATING TO THIS AMENDMENT AND THE OTHER AMENDMENT DOCUMENTS SHALL BE INSTITUTED IN ANY FEDERAL OR STATE COURT IN NEW YORK COUNTY, NEW YORK AND OBLIGOR WAIVES ANY OBJECTION WHICH IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY SUCH SUIT, ACTION OR PROCEEDING, AND OBLIGOR HEREBY IRREVOCABLY SUBMITS TO THE JURISDICTION OF ANY SUCH COURT IN ANY SUIT, ACTION OR PROCEEDING. OBLIGOR AGREES THAT SERVICE OF PROCESS UPON OBLIGOR AT THE ADDRESS FOR OBLIGOR SET FORTH IN SECTION 11.1 OF THE LOAN AGREEMENT AND SECTION 7 OF THE TWL INTEREST AND EXPENSES GUARANTY AND SECTION 7 OF THE SEAPORT INTEREST AND EXPENSES GUARANTY, AS APPLICABLE, AND WRITTEN NOTICE OF SAID SERVICE MAILED OR DELIVERED TO OBLIGOR IN THE MANNER PROVIDED IN SECTION 11.1 OF THE LOAN AGREEMENT AND SECTION 7 OF THE TWL INTEREST AND EXPENSES GUARANTY AND SECTION 7 OF THE SEAPORT INTEREST AND EXPENSES GUARANTY, AS APPLICABLE, SHALL BE DEEMED IN EVERY RESPECT EFFECTIVE SERVICE OF PROCESS UPON OBLIGOR IN ANY SUCH SUIT, ACTION OR PROCEEDING IN THE STATE OF NEW YORK. OBLIGOR (I) SHALL GIVE PROMPT NOTICE TO LENDER OF ANY CHANGE IN THE ADDRESS FOR OBLIGOR SET FORTH

IN SECTION 11.1 OF THE LOAN AGREEMENT AND SECTION 7 OF THE TWL INTEREST AND EXPENSES GUARANTY AND SECTION 7 OF THE SEAPORT INTEREST AND EXPENSES GUARANTY, AS APPLICABLE, (II) MAY AT ANY TIME AND FROM TIME TO TIME DESIGNATE AN AUTHORIZED AGENT WITH AN OFFICE IN NEW YORK, NEW YORK (WHICH AGENT AND OFFICE SHALL BE DESIGNATED AS THE PERSON AND ADDRESS FOR SERVICE OF PROCESS), AND (III) SHALL PROMPTLY DESIGNATE AN AUTHORIZED AGENT IF OBLIGOR CEASES TO HAVE AN OFFICE IN NEW YORK, NEW YORK. NOTHING CONTAINED HEREIN SHALL AFFECT THE RIGHT OF LENDER TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY LAW OR TO COMMENCE LEGAL PROCEEDINGS OR OTHERWISE PROCEED AGAINST OBLIGOR IN ANY OTHER JURISDICTION.

4. **Entire Agreement; Headings**. This Amendment and the Amendment Documents constitute the sole agreement of the parties with respect to the subject matter hereof and thereof and supersede all oral negotiations and prior writings with respect to the subject matter hereof and thereof. The headings used in this Amendment are for convenience only and shall be disregarded in interpreting the substantive provisions of this Amendment.

5. **Amendment and Waiver**. No amendment of this Amendment and no waiver, discharge or limitation of any one or more of the provisions thereof, shall be effective unless set forth in writing and agreed by all of the parties hereto.

6. **Successors and Assigns**. This Amendment (i) shall be binding upon Agent, for the benefit of Lenders, Lenders, Borrower, Guarantor and upon their respective successors and assigns, and (ii) shall insure to the benefit of Agent, for the benefit of Lenders, Lenders, Borrower and Guarantor, provided, however, that Borrower and Guarantor may not assign their respective rights under this Amendment or any interests herein without obtaining the prior written consent of Agent, for the benefit of Lenders, and any such assignment or attempted assignments shall be void and of no effect with respect to Agent, for the benefit of Lenders, and Lenders. Agent, for the benefit of Lenders, and Lenders may assign any or all of its right, title and interest in and to the Existing Loan Documents, as amended by this Amendment and the Amendment Documents.

7. **Severability of Provisions**. Any provision of this Amendment that is held to be inoperative, unenforceable, void or invalid in any jurisdiction shall, as to that jurisdiction, be ineffective, unenforceable, void or invalid without affecting the remaining provisions in that jurisdiction or the operation, enforceability or validity of that provision in any other jurisdiction, and to this end the provisions of this Amendment are declared to be severable.

8. **Counterparts Effectiveness**. This Amendment may be executed in any number of counterparts and by the different parties on separate counterparts and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute one and the same Amendment. This Amendment may be executed by exchange of electronic or facsimile signatures, which shall be deemed original signatures for purposes of this Amendment or otherwise. This Amendment shall be deemed to have been executed and delivered when Lender has received the counterpart hereof executed by each of the parties comprising Borrower

and Guarantor as defined in this Amendment as it relates to the specific party. Upon receipt of Lender of the signature page for each of the parties, each party whose signature page has been received by Lender will be deemed to be bound by the terms and conditions of this Amendment as it relates to that specific party on the date that party executed the signature page.

9. **Waiver of Jury Trial. BORROWER, GUARANTOR, AGENT, FOR THE BENEFIT OF LENDERS, AND LENDERS HEREBY AGREE NOT TO ELECT A TRIAL BY JURY OF ANY ISSUE TRIABLE OF RIGHT BY JURY, AND WAIVE ANY RIGHT TO TRIAL BY JURY FULLY TO THE EXTENT THAT ANY SUCH RIGHT SHALL NOW OR HEREAFTER EXIST WITH REGARD TO THIS AMENDMENT, THE AMENDMENT DOCUMENTS, THE EXISTING LOAN DOCUMENTS, OR ANY CLAIM, COUNTERCLAIM OR OTHER ACTION ARISING IN CONNECTION THEREWITH. THIS WAIVER OF RIGHT TO TRIAL BY JURY IS GIVEN KNOWINGLY AND VOLUNTARILY BY BORROWER, GUARANTOR, AGENT, FOR THE BENEFIT OF LENDERS, AND LENDERs, AND IS INTENDED TO ENCOMPASS INDIVIDUALLY EACH INSTANCE AND EACH ISSUE AS TO WHICH THE RIGHT TO A TRIAL BY JURY WOULD OTHERWISE ACCRUE. ANY PARTY IS HEREBY AUTHORIZED TO FILE A COPY OF THIS PARAGRAPH IN ANY PROCEEDING AS CONCLUSIVE EVIDENCE OF THIS WAIVER BY THE OTHER. FURTHER, EACH PARTY WAIVES ANY RIGHT IT MAY HAVE TO CLAIM OR RECOVER, IN ANY SUCH SUIT, ACTION OR PROCEEDING, ANY SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES OR ANY DAMAGES OTHER THAN, OR IN ADDITION TO, ACTUAL DAMAGES. BORROWER AND GUARANTOR EACH ACKNOWLEDGES AND AGREES THAT THIS SECTION IS A SPECIFIC AND MATERIAL ASPECT OF THIS AMENDMENT AND THAT AGENT, FOR THE BENEFIT OF LENDERS, AND LENDERS WOULD NOT AGREE TO AMEND THE TERMS AND CONDITIONS OF THE EXISTING LOAN DOCUMENTS AND/OR AMENDMENT DOCUMENTS IF THE WAIVERS SET FORTH IN THIS SECTION WERE NOT A PART OF THIS AMENDMENT.**

10. **Obligor Acknowledgement. BORROWER AND GUARANTOR EACH ACKNOWLEDGES THAT IT HAS READ AND UNDERSTOOD ALL OF THE PROVISIONS OF THIS AMENDMENT INCLUDING, WITHOUT LIMITATION, THE WAIVER OF JURY TRIAL CLAUSE AND HAS BEEN ADVISED BY ITS COUNSEL AS NECESSARY AND APPROPRIATE.**

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed by their duly authorized representatives, all as of the day and year first above written.

[signatures to follow on the following pages]

BORROWER:

250 SEAPORT DISTRICT, LLC,
a Delaware limited liability company

By: _____
Name: Carlos A. Olea
Title: Chief Financial Officer

GUARANTOR:

TWL-BRIDGELAND HOLDING COMPANY, LLC,
a Delaware limited liability company

By: _____
Name: Carlos A. Olea
Title: Chief Financial Officer

SEAPORT ENTERTAINMENT GROUP INC.,
a Delaware corporation

By: _____
Name: Carlos A. Olea
Title: Vice President

AGENT:

MIZUHO CAPITAL MARKETS LLC,
a Delaware limited liability company

By: Mizuho Securities USA LLC, its Manager

By: _____
Name: Mirza Kafedzic
Title: Managing Director

LENDER:

MIZUHO CAPITAL MARKETS LLC,
a Delaware limited liability company

By: Mizuho Securities USA LLC, its Manager

By: _____
Name: Mirza Kafedzic
Title: Managing Director

INTEREST AND EXPENSES GUARANTY

This INTEREST AND EXPENSES GUARANTY (this "Guaranty") is made as of , 2024 by **SEAPORT ENTERTAINMENT GROUP INC.**, a Delaware corporation ("Guarantor"), in favor of **MIZUHO CAPITAL MARKETS LLC**, as agent for the benefit of the Lenders as defined in the Loan Agreement ("Agent").

WHEREAS, on or about September 7, 2023, 250 SEAPORT DISTRICT, LLC, a Delaware limited liability company ("Borrower"), Agent, and certain other Lenders identified therein entered into that certain Term Loan Agreement (as the same may be supplemented, amended and/or restated from time to time, the "Loan Agreement"; unless otherwise indicated, initially capitalized terms used and not otherwise defined herein shall have the meanings respectively ascribed to them in the Loan Agreement) whereby Lenders made a secured loan (as amended from time to time, the "Loan") available to Borrower in the maximum aggregate amount at any time outstanding not to exceed the sum of One Hundred Fifteen Million and No/100 Dollars ($115,000,000.00) to re-finance existing indebtedness, cover related closing costs, and finance a portion of the closing of a related total return swap.

WHEREAS, on or about September 7, 2023, TWL-BRIDGELAND HOLDING COMPANY, LLC, a Delaware limited liability company ("Existing Guarantor"), executed and delivered to Agent on behalf of the Lenders that certain Interest and Expenses Guaranty dated as of September 7, 2023 ("Existing Guaranty"), pursuant to which Existing Guarantor guaranteed and became surety for the Borrower, including, without limitation, for certain of Borrower's obligations to Agent on behalf of the Lenders with respect to the Loan.

WHEREAS, the agreements, documents and instruments executed in connection with and evidencing the Loan, including, without limitation, the Existing Guaranty, are referred to herein, collectively, as the "Existing Loan Documents."

WHEREAS, Borrower and certain of Borrower's affiliates, including, without limitation, Existing Guarantor, have requested that Agent and Lenders amend certain terms and conditions of the Existing Loan Documents. In connection with such request, Agent, Lenders, Borrower, Existing Guarantor and Guarantor are entering into a certain Amendment to Loan Documents Agreement dated as of even date herewith (the "Amendment Agreement," and together with all agreements, documents and instruments executed in connection therewith, collectively, the "Amendment Documents."

WHEREAS, the Existing Loan Documents, the Amendment Agreement, this Guaranty and the other Amendment Documents are collectively referred to herein as the "Loan Documents."

WHEREAS, Agent and the Lenders are unwilling to modify the Loan and enter into the Amendment Documents unless Guarantor delivers this Guaranty to Agent on behalf of the Lenders.

WHEREAS, Guarantor is an Affiliate of Borrower and accordingly Guarantor will derive material financial benefit from the modification of the Loan.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration and in order to induce Agent to modify the Loan and enter into the Amendment Documents, Guarantor hereby agrees as follows:

1. **Guaranty**.

(a) Guarantor hereby absolutely, unconditionally and irrevocably guarantees the punctual payment to Agent on behalf of the Lenders when due, whether at stated maturity, by acceleration, lapse of time or otherwise, of all obligations of Borrower now or hereafter existing under the Notes or other Loan Documents for the payment of all accrued and unpaid interest upon the principal balance of the Notes, taxes, penalties, including interest at the default rate, and late charges (specifically excluding payment of the principal balance of the Notes), and agrees to pay any and all expenses (including reasonable counsel fees and expenses) incurred by Agent in enforcing any rights under this Guaranty.

(b) All payments by the Guarantor on account of this Guaranty shall be paid in Dollars. Each and every default under the Loan Documents shall give rise to a separate cause of action hereunder by the Lenders and separate suits may be brought hereunder as each such cause of action arises. Any payment hereunder shall be due no later than fifteen (15) business days following the giving of a written demand therefor from Agent to Guarantor in accordance with Section 7 hereof. If the amounts due hereunder are not paid to Agent as aforesaid within such fifteen (15) business days following written demand, then the same shall bear interest at the Default Rate from the date of the initial demand until the date such amounts due hereunder have been paid in full (which interest shall be included within the meaning of Obligations).

(c) Guarantor further guarantees to Agent, the payment of all expenses, including, without limitation, reasonable legal and other third party fees, incurred by Agent in the enforcement of this Guaranty. The obligations set forth in this Section 1 are the "Guaranteed Obligations".

2. **Guaranty Absolute**. This Guaranty is an irrevocable, absolute, continuing guaranty of payment and performance and not a guaranty of collection. This Guaranty may not be revoked by Guarantor and shall continue to be effective with respect to any Guaranteed Obligations arising or created after any attempted revocation by Guarantor and after Guarantor's death (in which event this Guaranty shall be binding upon such Guarantor's estate). Guarantor guarantees that the Guaranteed Obligations will be paid strictly in accordance with the terms of the Notes and the other Loan Documents, regardless of any Legal Requirements, regulation or order now or hereafter in effect in any jurisdiction affecting any of such terms or the rights of Agent with respect thereto. The liability of Guarantor under this Guaranty shall be, absolute and unconditional irrespective of:

(i) any lack of validity or enforceability of the Notes, the Mortgage or any other agreement or instrument relating thereto;

(ii) any change in the time, manner or place of payment of, or in any other term of, all or any of the Obligations or the Guaranteed Obligations, or any other amendment or waiver of or any consent to departure from the Notes or any of the other Loan Documents;

(iii) any exchange, release or non-perfection of any collateral, or any release or amendment or waiver of consent to departure from any other guaranty or acknowledgment of debt, for all or any of the Obligations or the Guaranteed Obligations;

(iv) the existence of any other guaranties or acknowledgments of debt of the Obligations or the Guaranteed Obligations or the exchange, release, amendment or waiver of any such guaranties or acknowledgments of debt, or the enforceability thereof;

(v) any other circumstance which might otherwise constitute a defense available to, or a discharge of, Borrower, a guarantor or a Person giving an acknowledgment of debt; or

(vi) the insolvency, bankruptcy, arrangement, adjustment, composition, liquidation, disability, dissolution or lack of power of Borrower, Guarantor or any other Person at any time liable for the payment of all or part of the Obligations or the Guaranteed Obligations; or any dissolution of Borrower or Guarantor or any sale, lease or transfer of any and all of the assets of Borrower or Guarantor or any changes in the shareholders, partners of members of Borrower or Guarantor; or any reorganization of Borrower or Guarantor.

Guarantor agrees that Agent may at any time and from time to time, either before or after the maturity thereof, without notice to or further consent of Guarantor, extend the time of payment of, exchange or surrender any collateral for, or renew any of the Obligations or the Guaranteed Obligations, and may also make any agreement with Borrower or with any other party to or Person liable on any of the Obligations or Guaranteed Obligations, or interested therein, for the extension, renewal, payment, compromise, discharge or release thereof, in whole or in part, or for any modification of the terms thereof or of any agreement between Agent and Borrower or any of such other party or Person, without in any way impairing or affecting this Guaranty. Guarantor agrees that Agent may resort to Guarantor for payment of any of the Guaranteed Obligations, whether or not Agent shall have resorted to or foreclosed against any Mortgage, or any other collateral security, or any other guaranties or acknowledgments of debt, or shall have proceeded against Borrower or any other obligor principally or secondarily obligated with respect to any of the Obligations.

It shall not be necessary for Agent (and Guarantor hereby waives any rights that Guarantor may have to require Agent), in order to enforce the obligations of Guarantor hereunder, first to (i) institute any suit or exhaust any remedies against Borrower or any other Person liable under the Loan Documents, (ii) enforce Agent's rights against any other guarantors of the Obligations or the Guaranteed Obligations, (iii) enforce Agent's right against any collateral which shall ever have been given to secure the Loan, (iv) join Borrower or any other Person liable on the Guaranteed Obligations in any action seeking to enforce this Guaranty, or (v) resort to any other means of obtaining payment of the Obligations or the Guaranteed

Obligations. Agent shall not be required to mitigate damages or take any other action to reduce, collect or enforce the Obligations or the Guaranteed Obligations.

This Guaranty shall continue to be effective or be reinstated, as the case may be, if at any time any payment of any of the Guaranteed Obligations is rescinded or must otherwise be returned by Agent upon the insolvency, bankruptcy or reorganization of Borrower or otherwise, all as though such payment had not been made. In addition, notwithstanding anything to the contrary contained in this Guaranty or in any of the other Loan Documents, Agent shall not be deemed to have waived any right which Agent may have under Sections 506(a), 506(b), 1111(b) or any other provisions of the United States Bankruptcy Code to file a claim for the full amount of the Obligations secured by the Mortgage or to require that all collateral shall continue to secure all of the Obligations owing to Agent in accordance with the Loan Documents.

3. **Waiver**. Guarantor hereby waives promptness, diligence, notice of acceptance and any other notice with respect to any of the Obligations or the Guaranteed Obligations and this Guaranty and any requirement that Agent protect, secure, perfect or insure any security interest or Lien or any property subject thereto or exhaust any right or take any action against Borrower or any other Person or entity or any collateral. Guarantor waives the benefit of any statute of limitations affecting Guarantor's liability hereunder or the enforcement thereof, and any act which shall defer or delay the operation of any statute of limitations applicable to the Guaranteed Obligations shall similarly operate to defer or delay the operation of such statute of limitations applicable to Guarantor's liability hereunder.

4. **Subrogation**. Guarantor irrevocably waives any rights which it may acquire by way of subrogation under this Guaranty against Borrower or any other guarantor or a Person giving an acknowledgment of debt of the Guaranteed Obligations, by any payment made hereunder or otherwise, until all the Obligations or the Guaranteed Obligations have been paid in full.

5. **Representations and Warranties**. Guarantor hereby represents and warrants that it has full legal right and power to execute and deliver this Guaranty and perform its obligations hereunder; that there is no provision of any agreement or contract binding on it which would prohibit, conflict with or in any way prevent the execution, delivery and performance of this Guaranty; that there is no action, suit, proceeding or investigation pending, or to Guarantor's knowledge, threatened against Guarantor that might materially affect the financial condition of Guarantor or the ability of Guarantor to perform any of its obligations hereunder or satisfy the Financial Covenants; that all financial statements of Guarantor and other documents, reports and certificates delivered to Agent by or on behalf of Guarantor in connection with Agent's underwriting of the Loan are true and correct as of the respective dates and there has been no material adverse change in Guarantor's financial condition since such dates; and that Guarantor is and shall remain in full compliance with all of the Financial Covenants. Guarantor acknowledges that this Guaranty is an "instrument for the payment of money only" within the meaning of New York Civil Practice Law and Rules Section 3213. All representations and warranties made by Guarantor shall survive the execution hereof.

6. **Amendments, Etc**. No amendment or waiver of any provision of this Guaranty nor consent to any departure by Guarantor therefrom shall in any event be effective unless the same shall be in writing and signed by Agent, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

7. **Addresses for Notices**. Any notice, demand, request or other communication which any party hereto may be required or may desire to give hereunder shall be in writing and shall be deemed to have been properly given if given in the manner provided for the giving of notices under Section 11.1 of the Loan Agreement, addressed to the party for whom it is intended at its address set forth in the Loan Agreement and below, as applicable:

Guarantor: Seaport Entertainment Group Inc.
199 Water Street, 28th Floor
New York, NY 10038
Attn: Anton Nikodemus

With a copy to:

Seaport Entertainment Group Inc.
199 Water Street, 28th Floor
New York, NY 10038
Attn: Legal Department

Any party by notice to the others may from time to time designate additional or different addresses for subsequent notices or communications.

8. **No Waiver; Remedies**. No failure on the part of Agent to exercise, and no delay in exercising, any right hereunder or under any of the other Loan Documents shall operate as a waiver thereof; nor shall any single or partial exercise of any right hereunder preclude any other or further exercise thereof or the exercise of any other right. The remedies herein provided are cumulative, may be exercised singly or concurrently, and are not exclusive of any remedies provided by Legal Requirements.

9. **Continuing Guaranty**. This Guaranty is a continuing guaranty and shall remain in full force and effect until tender of a deed in lieu of foreclosure in respect of the Property provided such deed is (i) in recordable form, (ii) title is reasonably acceptable to Agent, and (iii) all transfer taxes have been paid.

10. **Severability**. Any provision of this Guaranty, or the application thereof to any Person or circumstance, which, for any reason, in whole or in part, is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Guaranty (or the remaining portions of such provision) or the application thereof to any other Person or circumstance, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision (or portion thereof) or the application thereof to any Person or circumstance in any other jurisdiction.

11. **Entire Agreement; Amendments**. This Guaranty contains the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior oral or written agreements or statements relating to such subject matter, and none of the terms and provisions hereof may be waived, amended or terminated except by a written instrument signed by the party against whom enforcement of the waiver, amendment or termination is sought.

12. **Successors and Assigns**. This Guaranty shall be binding upon and shall inure to the benefit of Agent, the Lenders and Guarantor and his respective heirs, personal representatives, successors and assigns. This Guaranty may be assigned by Agent or the Lenders with respect to all or any portion of the obligations guaranteed hereby, and when so assigned Guarantor shall be liable under this Guaranty to the assignee(s) of the portion(s) of the obligations guaranteed hereby so assigned without in any manner affecting the liability of Guarantor hereunder to Agent or the Lenders with respect to any portion of the obligations guaranteed hereby retained by Agent or the Lenders. This Guaranty may not be assigned by Guarantor without the written consent of Agent. Without limiting the generality of the foregoing clause, a Lender may assign or otherwise transfer the Notes to any other person or entity, and such other person or entity shall thereupon become vested with all the rights in respect thereof granted to the Lenders herein or otherwise. Notwithstanding the foregoing, the obligations of Guarantor under this Guaranty shall not inure to the benefit of (i) any purchaser of the Project at a foreclosure sale or a sale pursuant to a power of sale or other remedial rights under the Loan Documents or (ii) any subsequent holder of the Loan Documents, unless (in either event) such purchaser or holder is Agent, any the Lender or any of their respective successors, assigns, affiliates or participants.

13. **ADDITIONAL WAIVERS IN THE EVENT OF ENFORCEMENT**. GUARANTOR HEREBY EXPRESSLY AND UNCONDITIONALLY WAIVES, IN CONNECTION WITH ANY SUIT, ACTION OR PROCEEDING BROUGHT BY OR ON BEHALF OF AGENT OR THE LENDERS ON THIS GUARANTY, ANY AND EVERY RIGHT GUARANTOR MAY HAVE TO (I) INJUNCTIVE RELIEF, (II) A TRIAL BY JURY, (III) INTERPOSE ANY COUNTERCLAIM THEREIN (OTHER THAN COMPULSORY COUNTERCLAIMS) AND (IV) HAVE THE SAME CONSOLIDATED WITH ANY OTHER OR SEPARATE SUIT, ACTION OR PROCEEDING. NOTHING HEREIN CONTAINED SHALL PREVENT OR PROHIBIT GUARANTOR FROM INSTITUTING OR MAINTAINING A SEPARATE ACTION AGAINST AGENT OR THE LENDERS WITH RESPECT TO ANY ASSERTED CLAIM.

14. **Waiver of Jury Trial**. Agent, Lenders and Guarantor hereby irrevocably and unconditionally waive, in connection with any suit, action or proceeding brought by or on behalf of Agent, Lenders or Guarantor with respect to this Guaranty, any and every right they may have to a trial by jury.

15. **Governing Law**. This Guaranty shall be governed by, and construed in accordance with, the Laws of the State of New York, without giving effect to New York's principles of conflicts of laws. Guarantor hereby irrevocably submits to the nonexclusive

jurisdiction of any New York State or Federal court located in the County of New York in any action or proceeding arising out of or relating to this Guaranty.

16. **Financial Covenants**.

(a) Guarantor covenants and agrees that it shall, at all times during the term of the Loan, remain in full compliance with the Financial Covenants and, in a timely manner, provide to Borrower all information and certifications required in order to enable Borrower to comply with its obligations under Section 7 of the Loan Agreement.

(b) Guarantor shall not, at any time while a default in the payment of the Guaranteed Obligations has occurred and is continuing, enter into or effectuate any transaction with any Affiliate which would reduce the net worth of Guarantor, including the payment of any dividend or distribution to a shareholder, or the redemption, retirement, purchase or other acquisition for consideration of any stock in Guarantor.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Guarantor has duly executed and delivered this Guaranty as of the date first written above.

GUARANTOR:

SEAPORT ENTERTAINMENT GROUP INC.,
a Delaware corporation

By: _____
Name: _____
Title: _____

STATE OF _____)
)ss.:
COUNTY OF _____)

On the ____ day of _____, 2024, before me, the undersigned, a Notary Public in and for said state, personally appeared _____, a _____ of **SEAPORT ENTERTAINMENT GROUP INC.**, a Delaware corporation, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacities and that by his/her signature on the instrument, the persons or the entities upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.

_____
Notary Public

Exhibit 10.21

This Instrument was prepared by and when recorded return to:

Daniel J. Favero, Esq.
Mayer Brown LLP
71 South Wacker Street
Chicago, Illinois 60606

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE ONLY

CLARK COUNTY LAS VEGAS STADIUM, LLC
"Company"

COMPUTERSHARE TRUST COMPANY, NATIONAL ASSOCIATION (SUCCESSOR TO WELLS FARGO TRUST COMPANY, NATIONAL ASSOCIATION), as Trustee
"Lender"

OMNIBUS AMENDMENT

Dated as of July , 2024

OMNIBUS AMENDMENT

THIS OMNIBUS AMENDMENT (this *"Agreement"*) is entered into as of July , 2024, by and among CLARK COUNTY LAS VEGAS STADIUM, LLC, a limited liability company organized under the laws of the State of Delaware (the *"Company"*), and COMPUTERSHARE TRUST COMPANY, NATIONAL ASSOCIATION (successor to Wells Fargo Trust Company, National Association), as Trustee under that certain LVCVA (Las Vegas, NV) Receivables-Backed Pass Through Trust Agreement and Declaration of Trust dated as of July 20, 2018 (the *"Lender"*).

RECITALS:

WHEREAS, pursuant to that certain Note Purchase Agreement dated as of July 20, 2018 between the Company and the Lender (the *"Note Purchase Agreement"*), the Company heretofore issued to Lender its $51,231,000.00 original principal amount 4.92% Senior Secured Note due on the Maturity Date (as defined in the Note) (the "*Note*");

WHEREAS, the Note is secured by, among other things, that certain Deed of Trust, Security Agreement, Assignment of Leases and Rents and Fixture Filing Statement dated as of July 20, 2018 from the Company for the benefit of the Lender and recorded July 20, 2018 as Instrument No. 20180720-0001427 in the Deed Records of Clark County, Nevada (the *"Deed of Trust"*) covering that certain real property more particularly described on Exhibit "A" attached hereto and by this reference incorporated herein (the *"Property"*);

WHEREAS, the Company has entered into that certain Naming Rights and Marketing Agreement dated as of the Effective Date (as defined therein) related to the Property with Las Vegas Convention and Visitors Authority, a government entity of the State of Nevada (the *"LVCVA"*) (such Naming Rights and Marketing Agreement as it may heretofore or hereafter be amended, supplemented or modified and any replacement or substitution thereof is herein referred to as the *"Naming Rights Agreement"*) and assigned all of its right, title and interest in and to the Sponsorship Fees (as defined in the Naming Rights Agreement) to Lender pursuant to the Deed of Trust and that certain Security Agreement and Collateral Assignment of Naming Rights and Marketing Agreement dated as of July 20, 2018 from the Company to Lender (the *"Security Agreement"*).

WHEREAS, the outstanding principal amount of the Note as of the date hereof is $42,049,906.18;

WHEREAS, the Lender has consented to (i) the release of the obligations of The Howard Hughes Corporation (the "*Transferor*"), under the Indemnity and Guaranty dated as of July 20, 2018 and the release of the obligations of the Indemnitor under the Hazardous Material Indemnity Agreement dated as of July 20, 2018, (ii) the execution and delivery by Seaport Entertainment Group Inc., a Delaware corporation (the "*Transferee"*), of a replacement Indemnity and Guaranty Agreement as of the date hereof and the execution and delivery by the Company and the Transferee of a replacement Hazardous Material Indemnity Agreement dated

as of the date hereof, and (iii) the transfer, directly or indirectly, of one hundred percent (100%) of the equity interests in the Company, from Transferor to Transferee (the "*Equity Transfer*"), pursuant to the Consent to Equity Transfer dated on or about the date hereof (the *"Consent"*);

WHEREAS, unless otherwise indicated, all capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Deed of Trust; and

NOW, THEREFORE, in consideration of the above premises, the mutual covenants hereinafter expressed, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. *Amendments to Operative Agreements*.

(a) Each of the Operative Agreements (as defined in the Deed of Trust) is hereby amended by:

(i) replacing the notice instructions for the Company with the following address:

Clark County Las Vegas Stadium, LLC
c/o Seaport Entertainment Group Inc.
199 Water Street, 28th Floor
New York, NY 10038
Attn: Anton Nikodemus

(ii) replacing each reference to "THE HOWARD HUGHES CORPORATION, a Delaware corporation" as Indemnitor under the Hazardous Material Indemnity Agreement and Indemnity and Guaranty Agreement, with "SEAPORT ENTERTAINMENT GROUP INC., a Delaware corporation";

(iii) replacing the notice instructions for the Indemnitor with the following address:

c/o Seaport Entertainment Group Inc.
199 Water Street, 28th Floor
New York, NY 10038
Attn: Anton Nikodemus

(iv) replacing each reference to "WELLS FARGO TRUST COMPANY, NATIONAL ASSOCIATION" with "COMPUTERSHARE TRUST COMPANY, N.A.";

(v) replacing each reference to "WELLS FARGO TRUST COMPANY, NATIONAL ASSOCIATION, AS TRUSTEE" with "COMPUTERSHARE TRUST COMPANY, N.A., AS TRUSTEE";

(vi) replacing the notice instructions for the Lender, the Purchaser, the Trustee, the Escrow Agent and the Beneficiary with the following address:

c/o Computershare Trust Company, N.A.
Columbia Mailroom Team
9062 Old Annapolis Road
Columbia, MD 21045
Attn: Corporate Trust Lease Group

(b) Section 2.1 of the Deed of Trust is amended by replacing the address set forth therein with the following:

Clark County Las Vegas Stadium, LLC
c/o Seaport Entertainment Group Inc.
199 Water Street, 28th Floor
New York, NY 10038
Attn: Anton Nikodemus

(c) Section 2.13(i)(ii) of the Deed of Trust is amended by replacing the reference to "The Howard Hughes Corporation" to "Seaport Entertainment Group Inc."

2. *Company Representations and Warranties*. After giving effect to the Equity Transfer, the Company hereby represents and warrants to Lender that as of the date hereof:

a. Each of the Operative Documents to which the Company is a party, the Indemnity and Guaranty Agreement, the Hazardous Material Indemnity Agreement, the Naming Rights Agreement and the Security Agreement are in full force and effect;

b. The Company has not received or given any written notice of default from or to any party to the Operative Documents;

c. No Event of Default as defined in the Deed of Trust has occurred and is continuing and, to the knowledge of the Company, no circumstance or condition exists, which with the giving of notice or the passage of time, or both, would constitute a default by the Company under the Operative Documents; and

d. The Company is not in default under the Naming Rights Agreement and, to the Company's knowledge, no other default has occurred and is continuing under the Naming Rights Agreement and no other event has

occurred which with the lapse of time or notice, or both, would constitute a default under the Naming Rights Agreement.

3. *Lender Acknowledgements*. Lender acknowledges and agrees that as of the date hereof:

a. The outstanding principal of the Note as of the date hereof is $42,049,906.18;

b. No payment default under the Operative Documents has occurred and is continuing; and

c. to Lender's actual knowledge, no other default under the Operative Documents has occurred and is continuing.

4. *Successors and Assigns*. This Agreement shall be binding upon and inure to the benefit of the parties, their respective heirs, personal representatives, successors and assigns.

5. *Counterparts*. This Agreement may be executed in a number of identical counterparts. If so executed, each such counterpart is to be deemed an original for all purposes, and all such counterparts shall collectively constitute one agreement, but for the purpose of proving the existence of this Agreement it shall not be necessary to produce or account for more than one such counterpart except for the purpose of demonstrating that any party is a signatory thereto.

6. *Successors and Assigns*. This Agreement shall be binding upon and inure to the benefit of the parties, their respective heirs, personal representatives, successors and assigns.

7. *Governing Law*. This Agreement shall be governed by and construed in accordance with the laws of the State of Nevada.

8. *Release*. Upon effectuation of the Equity Transfer contemplated hereby and upon satisfaction of all of the conditions set forth in Section 2.3(h) of the Deed of Trust and in the Consent, the Transferor shall be relieved of all obligations and released from all liability under the Hazardous Material Indemnity Agreement and the Indemnity and Guaranty Agreement. By its signature below, Lender confirms that all such conditions have been satisfied or waived.

[*Signatures on Following Page*]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first above written.

COMPANY:

CLARK COUNTY LAS VEGAS STADIUM, LLC, a Delaware limited liability company

By: _____
Name: Carlos A. Olea
Title: Chief Financial Officer

ACKNOWLEDGMENTS

STATE OF TEXAS)

) SS

COUNTY OF Montgomery)

I, , a Notary Public in and for the County and State aforesaid, do hereby certify that Carlos A. Olea to me known, who declared and acknowledged that he is the Chief Financial Officer of Clark County Las Vegas Stadium, LLC, a Delaware limited liability company, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that she/he, being thereunto duly authorized, signed and delivered the said instrument as the free and voluntary act of said companies and as her/his own free and voluntary act, for the uses and purposes therein set forth.

Given under by hand and notarial seal this th day of , 2024.

_____
Notary Public

_____
Printed Name:

(Seal)

Commission expires

LENDER:

COMPUTERSHARE TRUST COMPANY, NATIONAL ASSOCIATION (SUCCESSOR TO WELLS FARGO TRUST COMPANY, NATIONAL ASSOCIATION),
as Trustee

By: _____
Name: Sara Corcoran
Title: Officer

ACKNOWLEDGMENTS

STATE OF MN)

) SS

COUNTY OF Ramsey)

I, , a Notary Public in and for the County and State aforesaid, do hereby certify that to me known, who declared and acknowledged that he is the Officer of Computershare Trust Company, National Association, as Trustee, a national banking association, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that he, being thereunto duly authorized, signed and delivered the said instrument as the free and voluntary act of said national banking association and as his own free and voluntary act, for the uses and purposes therein set forth.

Given under by hand and notarial seal this day of , 2024.

_____
Notary Public

_____
Printed Name:

(Seal)

Commission expires

Exhibit 10.22

INDEMNITY AND GUARANTY AGREEMENT

Dated as of , 2024

From

SEAPORT ENTERTAINMENT GROUP INC.

To

COMPUTERSHARE TRUST COMPANY, NATIONAL ASSOCIATION (SUCCESSOR TO WELLS FARGO TRUST COMPANY, NATIONAL ASSOCIATION), AS TRUSTEE

INDEMNITY AND GUARANTY AGREEMENT

THIS INDEMNITY AND GUARANTY AGREEMENT (this *"Agreement"*), made as of , 2024, by Seaport Entertainment Group Inc., a Delaware corporation (the *"Indemnitor"*), in favor of Computershare Trust Company, National Association (successor to Wells Fargo Trust Company, National Association), as Trustee (the *"Purchaser"*).

W I T N E S S E T H:

WHEREAS, pursuant to a Note Purchase Agreement dated July 20, 2018 between Clark County Las Vegas Stadium, LLC, a Delaware limited liability company (the *"Company"*), and the Purchaser, as amended by that certain Omnibus Amendment (the "*Omnibus Amendment*") dated , 2024 (as amended by the Omnibus Amendment, the *"Note Purchase Agreement"*), the Company heretofore offered and sold to the Purchaser, and said Purchaser purchased from the Company, the Company's 4.92% Senior Secured Note, due on the Maturity Date (as defined therein), in an original principal amount of $51,231,000.00 (the *"Note"*); and

WHEREAS, the Note is secured by, among other things, a Deed of Trust, Security Agreement, Assignment of Leases and Rents and Fixture Filing Statement, from the Company to the Purchaser (as amended by the Omnibus Amendment, the *"Deed of Trust"*) and other documents dated July 20, 2018 between the Company and the Purchaser encumbering the Company's fee ownership interest in that certain real property described on *Exhibit A* attached thereto and incorporated herein by this reference (the *"Premises"*), together with the Company's interest in the buildings, structures, fixtures, additions, enlargements, extensions, modifications, repairs, replacements, improvement and appurtenances now standing or at any time constructed or placed upon the Premises (hereinafter, the *"Improvements,"* collectively with the Premises, the *"Property"*) and by other documents and instruments; and

WHEREAS, as a condition to purchasing the Note from the Company, the Purchaser required that The Howard Hughes Corporation (the "*Original Indemnitor*"), indemnify the Purchaser from and against, and guarantee payment to the Purchaser of, the Recourse Obligations set forth herein under the terms of the Note and the Deed of Trust; and

WHEREAS, as contemplated by certain contribution and related documents dated on or about , 2024 (as amended, the "*Purchase Agreement*") between the Original Indemnitor, as transferor, and the Indemnitor, as transferee, the Original Indemnitor desires to assign, transfer and convey, directly or indirectly, one hundred percent (100%) of the equity interest in the Company to the Indemnitor (the *"Equity Transfer"*).

WHEREAS, upon effectuation of the Equity Transfer, the Indemnitor will be the owner and holder of 100% of the direct or indirect equity interest in the Company and as consideration for Purchaser's consent to the Equity Transfer, Indemnitor is willing, in the place and stead of the Original Indemnitor, to indemnify the Purchaser from and against and guaranty payment to the Purchaser of the Recourse Obligations set forth herein; and

WHEREAS, capitalized terms not otherwise defined in this Agreement shall have the meaning ascribed to such terms in the Deed of Trust.

NOW, THEREFORE, to induce the Purchaser to consent to the Equity Transfer and in consideration of the foregoing premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, Indemnitor hereby covenants and agrees for the benefit of the Purchaser, as follows:

SECTION 1. INDEMNITY AND GUARANTY.

(a) Indemnitor hereby guarantees payment to the Purchaser of, hereby agrees to pay, protect, defend and save the Purchaser harmless from and against, and hereby indemnifies the Purchaser from and against any and all liabilities, obligations, losses, damages, costs and expenses (including, without limitation, reasonable attorneys' fees), causes of action, suits, claims, demands and judgments of any nature or description whatsoever (collectively, *"Costs"*) which may at any time be imposed upon, incurred by or awarded against the Purchaser as a result of the occurrence of any one or more of the following (collectively, the *"Recourse Obligations"*):

(i) any failure of the Company to satisfy its obligations under the Hazardous Material Indemnity Agreement;

(ii) misapplication of security deposits received or held by the Company or any of its Affiliates;

(iii) misapplication of Sponsorship Fees or other payments received or held by or for the Company or any of its Affiliates;

(iv) payments of Sponsorship Fees prepaid more than one period in advance and received by the Company or any of its Affiliates;

(v) condemnation awards and insurance proceeds received by the Company or any of its Affiliates and not applied as required by the Deed of Trust;

(vi) failure by the Company to pay the amounts required to be paid under Section 6.11 of the Deed of Trust;

(vii) intentional, physical waste of the Property by the Company;

(viii) the occurrence of a voluntary bankruptcy, insolvency or similar debt relief proceedings initiated by the Company;

(ix) the Company's or any of the Company's Affiliate's own acts of gross negligence, fraud or intentional misrepresentation, criminal or unlawful act, willful misconduct or bad faith;

(x) the failure of the Company to comply with the Company's obligations under Sections 2.22, 2.23 (other than relating to the maintenance of adequate capital) or Section 2.3(g) or (h) of the Deed of Trust;

(xi) any amendment or modification or supplement, cancellation, termination or surrender of the Naming Rights Agreement, or any waiver of any default by the LVCVA

or thereunder, by the Company without the prior written consent of the Purchaser in each instance;

(xii) any amendment of the special purpose provisions of the Company's Organizational Documents;

(xiii) the failure by the Company to fulfill any obligation (monetary or otherwise), if any, imposed upon the Company under the Naming Rights Agreement;

(xiv) During such time as the Company or any Affiliate of the Company controls the Premises, the failure by the Company to fulfill any obligation (monetary or otherwise), if any, imposed upon the Company pursuant to the terms of any easement agreement, declaration of covenants or any similar document recorded in the real estate records and encumbering the Property, including, without limitation, the Declaration of Development Covenants and Restrictions dated as a of June 18, 2024 between Howard Hughes Properties, Inc., a Nevada corporation ("*HHPI*"), and the Company, the Las Vegas Ballpark Parking License Agreement dated as of June 20, 2024 by and between HHPI and the Company and the Las Vegas Ballpark Access and Use License Agreement dated as of June 20, 2024 by and between HHPI and the Company;

(xv) failure by the Company to discharge mechanic's liens and other monetary encumbrances and judgment liens (including without limitation government forfeiture claims) against the Property in violation of the Deed of Trust and caused by the Company or any of its Affiliates and not caused by the Purchaser or the LVCVA;

(xvi) During such time as the Company or any Affiliate of the Company controls the Premises, the failure of the Company to comply with the insurance provisions set forth in the Naming Rights Agreement;

(xvii) During such time as the Company or any Affiliate of the Company controls the Premises, the failure of the Company to comply with the maintenance obligations in accordance with the Naming Rights Agreement;

(xviii) in the event the Company or the Indemnitor raises any defense, counterclaim and/or allegation in any action by the Purchaser exercising its rights or remedies which is found by a court in a final, non-applicable judgment to have been raised by the Company or the Indemnitor, as the case may be, in bad faith; or

(xix) failure of the Company to enter into written agreements (in form and content reasonably acceptable to Purchaser) for vehicular parking sufficient to operate the Improvements as a baseball stadium in accordance with all applicable laws, codes, ordinances and the Naming Rights Agreement.

For the avoidance of doubt, the terms "Costs" does not include interest or principal on the Note; *provided, however,* that this sentence does not affect the obligations of the Company in the next paragraph.

Notwithstanding anything to the contrary in the Operative Agreements, the Purchaser shall not be deemed to have waived any right which the Purchaser may have under Sections 506(a), 506(b), 1111(b) or any other provisions of the Bankruptcy Code to file a claim for the full amount of the Indebtedness Hereby Secured or to require that all collateral shall continue to secure all of the obligations owing to the Purchaser, and the full amount of the Indebtedness Hereby Secured shall be fully recourse to the Indemnitor (i) upon the occurrence of a voluntary bankruptcy, insolvency or similar debt relief proceeding initiated by the Company or the Indemnitor or an involuntary bankruptcy, insolvency proceeding or similar debt relief of the Company or the Indemnitor involving the collusion of the Company or the Indemnitor or any of their Affiliates, (ii) upon a transfer of the Property or any equity interest in the Company in violation of Section 2.3 (g) or (h) of the Deed of Trust, (iii) in the event the Company or the Indemnitor raises any defense, counterclaim and/or allegation in any action by the Purchaser exercising its rights or remedies which is found by a court to have been raised by the Company or the Indemnitor, as the case may be, in bad faith, (iv) in the event of any amendment, modification, substitution, extension, replacement, supplement, alteration or termination of, the Naming Rights Agreement by the Company without the Purchaser's prior written consent, (v) if the Company transfers, assigns, pledges, charges or grants a security interest or participation interest in or suffers any such to exist or otherwise hypothecates any of the Company's estate, right, title or interest in and to the Naming Rights Agreement without the Purchaser's prior written consent other than to or for the benefit of the Purchaser, or (vi) if the Indebtedness Hereby Secured is accelerated as a result of a default under Section 5.1(m) of the Deed of Trust.

(b) This is a guaranty of payment and performance and not of collection. The liability of Indemnitor under this Agreement shall be direct and immediate and not conditional or contingent upon the pursuit of any remedies against the Company or any other person (including, without limitation, other guarantors, if any), nor against the collateral for the Note. Indemnitor waives any right to require that an action be brought against the Company or any other person or to require that resort be had to any collateral for the Note or to any balance of any deposit account or credit on the books of the Purchaser in favor of the Company or any other person. In the event, on account of the Bankruptcy Code, as amended, or any other debtor relief law (whether statutory, common law, case law or otherwise) of any jurisdiction whatsoever, now or hereafter in effect, which may be or become applicable, the Company shall be relieved of the Recourse Obligations, Indemnitor shall nevertheless be fully liable therefor. Upon the occurrence of an Event of Default, the Purchaser shall have the right to enforce its rights, powers and remedies (including, without limitation, foreclosure of all or any portion of the collateral for the Note) thereunder or hereunder, in any order, and all rights, powers and remedies available to the Purchaser in such event shall be non-exclusive and cumulative of all other rights, powers and remedies provided thereunder or hereunder or by law or in equity. If the indebtedness and obligations guaranteed hereby are partially paid or discharged by reason of the exercise of any of the remedies available to the Purchaser, this Agreement shall nevertheless remain in full force and effect, and Indemnitor shall remain liable for all remaining indebtedness and obligations guaranteed hereby, even though any rights which Indemnitor may have against the Company may be destroyed or diminished by the exercise of any such remedy.

(c) Indemnitor shall maintain at all times prior to satisfaction in full of all outstanding debt due under the Note, a Tangible Net Worth (as defined in the Deed of Trust) of not less than

an amount equal to the then outstanding principal amount of the Note and Liquid Assets (as defined in the Deed of Trust) in an amount less than 20% of the required Tangible Net Worth.

SECTION 2. INDEMNIFICATION PROCEDURES.

(a) If any action shall be brought against the Purchaser based upon any of the Recourse Obligations, the Purchaser shall notify Indemnitor in writing thereof and Indemnitor shall promptly assume the defense thereof, including, without limitation, the employment of counsel by Indemnitor which is reasonably acceptable to the Purchaser and the negotiation of any settlement; *provided, however,* that any failure of the Purchaser to notify Indemnitor of such matter shall not impair or reduce the obligations of Indemnitor hereunder. The Purchaser shall have the right, at the Purchaser's expense, to employ separate counsel in any such action and to participate in the defense thereof. In the event Indemnitor shall fail to discharge or undertake to defend the Purchaser against any claim, loss or liability for which the Purchaser is indemnified hereunder, the Purchaser may, at its sole option and election, defend or settle such claim, loss or liability, at Indemnitor's expense. The liability of Indemnitor to the Purchaser hereunder shall be conclusively established by such settlement, *provided* such settlement is made in good faith, the amount of such liability to include both the settlement consideration and the costs and expenses, including, without limitation, reasonable attorneys' fees and disbursements, incurred by the Purchaser in effecting such settlement. In such event, such settlement consideration, costs and expenses shall be included in Costs and Indemnitor shall pay the same as hereinafter provided. The Purchaser's good faith in any such settlement shall be conclusively established if the settlement is made on the advice of independent legal counsel for the Purchaser.

(b) Indemnitor shall not, without the prior written consent of the Purchaser: (i) settle or compromise any action, suit, proceeding or claim involving the Purchaser or consent to the entry of any judgment involving the Purchaser that does not include as an unconditional term thereof the delivery by the claimant or plaintiff to the Purchaser of a full, complete and unconditional written release of the Purchaser (in form satisfactory to the Purchaser in its sole discretion) from all liability in respect of such action, suit, proceeding or claim and a dismissal with prejudice of such action, suit, proceeding or claim; or (ii) settle or compromise any action, suit, proceeding or claim in any manner that may adversely affect the Purchaser or obligate the Purchaser to pay any sum or perform any obligation.

(c) All Costs shall be immediately reimbursable to the Purchaser when and as incurred and, in the event of any litigation, claim or other proceeding, without any requirement of waiting for the ultimate outcome of such litigation, claim or other proceeding, and Indemnitor shall pay to the Purchaser any and all Costs within thirty (30) days after written notice from the Purchaser itemizing and providing documentation to support the amounts thereof incurred to the date of such notice. In addition to any other remedy available for the failure of Indemnitor to periodically pay such Costs, such Costs, if not paid within said thirty-day period, shall bear interest at the Default Rate (as defined in the Note) if, and to the extent and from the date that, the Purchaser has paid or has caused the payment of such Costs.

SECTION 3. REINSTATEMENT OF OBLIGATIONS.

If at any time all or any part of any payment made by Indemnitor or received by the Purchaser from Indemnitor under or with respect to this Agreement is or must be rescinded or returned for any reason whatsoever (including, but not limited to, the insolvency, bankruptcy or reorganization of Indemnitor or the Company), then the obligations of Indemnitor hereunder shall, to the extent of the payment rescinded or returned, be deemed to have continued in existence, notwithstanding such previous payment made by Indemnitor, or receipt of payment by the Purchaser, and the obligations of Indemnitor hereunder shall continue to be effective or be reinstated, as the case may be, as to such payment, all as though such previous payment by Indemnitor had never been made.

SECTION 4. WAIVERS BY INDEMNITOR.

To the extent permitted by law, Indemnitor hereby waives and agrees not to assert or take advantage of:

(a) Any right to require the Purchaser to proceed against the Company or any other person or to proceed against or exhaust any security held by the Purchaser at any time or to pursue any other remedy in the Purchaser's power or under any other agreement before proceeding against Indemnitor hereunder;

(b) The defense of the statute of limitations in any action hereunder;

(c) Any defense that may arise by reason of the incapacity, lack of authority, death or disability of any other person or persons or the failure of the Purchaser to file or enforce a claim against the estate (in administration, bankruptcy or any other proceeding) of any other person or persons;

(d) Demand, presentment for payment, notice of nonpayment, protest, notice of protest and all other notices (other than as may be expressly herein required) of any kind, or the lack of any thereof, including, without limiting the generality of the foregoing, notice of the existence, creation or incurring of any new or additional indebtedness or obligation or of any action or non-action on the part of the Company, the Purchaser, any endorser or creditor of the Company or of Indemnitor or on the part of any other person whomsoever under this or any other instrument in connection with any obligation or evidence of indebtedness held by the Purchaser;

(e) Any defense based upon an election of remedies by the Purchaser;

(f) Any right or claim of right to cause a marshalling of the assets of Indemnitor;

(g) Any principle or provision of law, statutory or otherwise, which is or might be in conflict with the terms and provisions of this Agreement;

(h) Any duty on the part of the Purchaser to disclose to Indemnitor any facts the Purchaser may now or hereafter know about the Company or the Property, regardless of whether the Purchaser has reason to believe that any such facts materially increase the risk beyond that which Indemnitor intends to assume or have reason to believe that such facts are unknown to Indemnitor or have a reasonable opportunity to communicate such facts to Indemnitor, it being understood and agreed that Indemnitor is fully responsible for being and keeping informed of the

financial condition of the Company, of the condition of the Property and of any and all circumstances bearing on the risk that liability may be incurred by Indemnitor hereunder;

(i) Any lack of notice of disposition or of manner of disposition of any collateral for the Note;

(j) Any invalidity, irregularity or unenforceability, in whole or in part, of any one or more of the Operative Agreements;

(k) Any lack of commercial reasonableness in dealing with the collateral for the Note;

(l) Any deficiencies in the collateral for the Note or any deficiency in the ability of the Purchaser to collect or to obtain performance from any persons or entities now or hereafter liable for the payment and performance of any obligation hereby guaranteed;

(m) An assertion or claim that the automatic stay provided by 11 U.S.C. §362 (arising upon the voluntary or involuntary bankruptcy proceeding of the Company) or any other stay provided under any other debtor relief law (whether statutory, common law, case law or otherwise) of any jurisdiction whatsoever, now or hereafter in effect, which may be or become applicable, shall operate or be interpreted to stay, interdict, condition, reduce or inhibit the ability of the Purchaser to enforce any of its rights, whether now or hereafter required, which the Purchaser may have against Indemnitor or the collateral for the Note;

(n) Any modifications of the Operative Agreements or any obligation of the Company relating to the Note by operation of law or by action of any court, whether pursuant to the Bankruptcy Code, as amended, or any other debtor relief law (whether statutory, common law, case law or otherwise) of any jurisdiction whatsoever, now or hereafter in effect, or otherwise; and

(o) Any action, occurrence, event or matter consented to by Indemnitors under Section 5(g) hereof, under any other provision hereof, or otherwise.

SECTION 5. GENERAL PROVISIONS.

(a) *Fully Recourse*. All of the terms and provisions of this Agreement are recourse obligations of Indemnitor and not restricted by any limitation on personal liability.

(b) *Unsecured Obligations*. Indemnitor hereby acknowledges that the Purchaser's appraisal of the Property is such that the Purchaser is not willing to accept the consequences of the inclusion of Indemnitor's indemnity set forth herein among the obligations secured by the Deed of Trust and the other Operative Agreements and that the Purchaser would not consent to the Equity Transfer but for the unsecured personal liability undertaken by Indemnitor herein.

(c) *Survival*. This Agreement shall be deemed to be continuing in nature and shall remain in full force and effect and shall survive the exercise of any remedy by the Purchaser under the Deed of Trust or any of the other Operative Agreements, including, without limitation, any foreclosure or deed in lieu thereof, even if, as a part of such remedy, the Note is paid or satisfied in full; *provided, however,* that the Purchaser shall not be entitled to recover against Indemnitor under this Agreement for an amount in excess of the amount of the Costs.

(d) *No Subrogation; No Recourse Against the Purchaser*. Notwithstanding the satisfaction by Indemnitor of any liability hereunder, Indemnitor shall not have any right of subrogation, contribution, reimbursement or indemnity whatsoever or any right of recourse to or with respect to the assets or property of the Company or to any collateral for the Note unless and until Indemnitor fully satisfies the payment of the Note, all other amounts due under the Operative Agreements, and the Costs. In connection with the foregoing, Indemnitor expressly waives any and all rights of subrogation to the Purchaser against the Company (except as expressly provided above), and Indemnitor hereby waives any rights to enforce any remedy which the Purchaser may have against the Company and any right to participate in any collateral for the Note. In addition to and without in any way limiting the foregoing, Indemnitor hereby subordinates any and all indebtedness of the Company now or hereafter owed to Indemnitor to all indebtedness of the Company to the Purchaser, and agrees with the Purchaser that Indemnitor shall not demand or accept any payment of principal or interest from the Company, shall not claim any offset or other reduction of Indemnitor's obligations hereunder because of any such indebtedness and shall not take any action to obtain any of the collateral from the Note. Further, Indemnitor shall not have any right of recourse against the Purchaser by reason of any action the Purchaser may take or omit to take under the provisions of this Agreement or under the provisions of any of the Operative Agreements.

(e) *Reservation of Rights*. Nothing contained in this Agreement shall prevent or in any way diminish or interfere with any rights or remedies, including, without limitation, the right to contribution, which the Purchaser may have against the Company, Indemnitor or any other party under the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (codified at Title 42 U.S.C. §9601 *et seq*.), as it may be amended from time to time, or any other applicable federal, state or local laws, all such rights being hereby expressly reserved.

(f) *Rights Cumulative; Payments*. The Purchaser's rights under this Agreement shall be in addition to all rights of the Purchaser under the Note, the Note Purchase Agreement and the other Operative Agreements. FURTHER, PAYMENTS MADE BY INDEMNITOR UNDER THIS AGREEMENT SHALL NOT REDUCE IN ANY RESPECT THE COMPANY'S OBLIGATIONS AND LIABILITIES UNDER THE NOTE, THE NOTE PURCHASE AGREEMENT AND THE OTHER OPERATIVE AGREEMENTS, except to the extent payment of such expense is also required under the Deed of Trust.

(g) *No Limitation on Liability*. Indemnitor hereby consents and agrees that the liability of Indemnitor under this Agreement shall be unconditional and absolute and shall in no way be impaired or limited by any of the following events, whether occurring with or without notice to Indemnitor or with or without consideration, as the case may be: (i) any extensions of time for performance required by any of the Operative Agreements or extension or renewal of the Note; (ii) except as provided in Section 2.3(g) of the Deed of Trust, any sale, assignment or foreclosure of the Note, the Deed of Trust or any of the other Operative Agreements or any sale or transfer of the Property; (iii) except as provided in Section 2.3(h) of the Deed of Trust, any change in the composition of the Company, including, without limitation, the withdrawal or removal of Indemnitor from any current or future position of ownership, management or control of the Company; (iv) the accuracy or inaccuracy of the representations and warranties made by Indemnitor herein or by the Company in any of the Operative Agreements; (v) the release of the Company or of any other person or entity from performance or observance of any of the

agreements, covenants, terms or conditions contained in any of the Operative Agreements by operation of law, the Purchaser's voluntary act or otherwise; (vi) the release or substitution in whole or in part of any security for the Note; (vii) the Purchaser's failure to record the Deed of Trust or to file any financing statement (or the Purchaser's improper recording or filing thereof) or to otherwise perfect, protect, secure or insure any lien or security interest given as security for the Note; (viii) the modification of the terms of any one or more of the Operative Agreements; or (ix) the taking or the failure to take any action of any type whatsoever. No such action which the Purchaser shall take or fail to take in connection with the Operative Agreements or any collateral for the Note, nor any course or dealing with the Company or any other person, shall limit, impair or release Indemnitor's obligations hereunder, affect this Agreement in any way or afford Indemnitor any recourse against the Purchaser. Nothing contained in this Section shall be construed to require the Purchaser to take or refrain from taking any action referred to herein. Notwithstanding the foregoing, (a) Indemnitor shall be deemed released from its obligations hereunder if the Property is transferred in accordance with the Deed of Trust and as a result thereof the named company under the Operative Agreements is released, and/or (b) Indemnitor shall be deemed released from its obligations hereunder if the composition of the Company is changed in compliance with the terms of the Deed of Trust such that Indemnitor hereunder no longer retains an interest in the Company; *provided* that notwithstanding anything herein to the contrary, Indemnitor shall not be released from its obligations hereunder unless and until the Company and satisfactory Successor Indemnitors (as defined in the Deed of Trust) shall have delivered to the Purchaser a Hazardous Material Indemnity Agreement and an Indemnity and Guaranty Agreement in form and substance acceptable to the Purchaser in accordance with the requirements of Sections 2.3(g)(v) or 2.3(h)(ii), as applicable, of the Deed of Trust.

(h) *Entire Agreement; Amendment; Severability*. This Agreement contains the entire agreement between the parties respecting the matters herein set forth and supersedes all prior agreements, whether written or oral, between the parties respecting such matters. Any amendments or modifications hereto, in order to be effective, shall be in writing and executed by the parties hereto. A determination that any provision of this Agreement is unenforceable or invalid shall not affect the enforceability or validity of any other provision, and any determination that the application of any provision of this Agreement to any person or circumstance is illegal or unenforceable shall not affect the enforceability or validity of such provision as it may apply to any other persons or circumstances.

(i) *Governing Law; Binding Effect; Waiver of Acceptance*. This Agreement shall be governed by and construed in accordance with the laws of the state in which the Property is located. This Agreement shall bind Indemnitor and the heirs, personal representatives, successors and assigns of Indemnitor and shall inure to the benefit of the Purchaser and the officers, directors, shareholders, agents and employees of the Purchaser and their respective heirs, successors and assigns. Notwithstanding the foregoing, Indemnitor shall not assign any of its rights or obligations under this Agreement without the prior written consent of the Purchaser, which consent may be withheld by the Purchaser in its sole discretion. Indemnitor hereby waives any acceptance of this Agreement by the Purchaser, and this Agreement shall immediately be binding upon Indemnitor.

(j) *Notices*. All communications provided for herein shall be in writing and shall be deemed to have been given (unless otherwise required by the specific provisions hereof in respect of any matter) when received (or refused) if delivered personally, deposited in the United States

mail, registered or certified, postage prepaid, or sent by prepaid overnight air courier, addressed as follows:

If to Indemnitor:

Seaport Entertainment Group Inc.
199 Water Street, 28th Floor
New York, NY 10038
Attn: Anton Nikodemus

If to the Purchaser:

Computershare Trust Company, National Association, as Trustee
c/o Computershare Trust Company, N.A.
Columbia Mailroom Team
9062 Old Annapolis Road
Columbia, MD 21045
Attn: Corporate Trust Lease Group

(k) *No Waiver; Time of Essence; Business Day*. The failure of any party hereto to enforce any right or remedy hereunder, or to promptly enforce any such right or remedy, shall not constitute a waiver thereof nor give rise to any estoppel against such party nor excuse any of the parties hereto from their respective obligations hereunder. Any waiver of such right or remedy must be in writing and signed by the party to be bound. This Agreement is subject to enforcement at law or in equity, including actions for damages or specific performance. Time is of the essence hereof. The term *"business day"* as used herein shall mean a weekday, Monday through Friday, except a legal holiday or a day on which banking institutions in New York, New York are authorized by law to be closed.

(l) *Captions for Convenience*. The captions and headings of the sections and paragraphs of this Agreement are for convenience of reference only and shall not be construed in interpreting the provisions hereof.

(m) *Attorneys' Fees*. In the event it is necessary for the Purchaser to retain the services of an attorney or any other consultants in order to enforce this Agreement, or any portion thereof, Indemnitor agrees to pay to the Purchaser any and all costs and expenses, including, without limitation, reasonable attorneys' fees, actually incurred by the Purchaser as a result thereof and such costs, fees and expenses shall be included in Costs.

(n) *Successive Actions*. A separate right of action hereunder shall arise each time the Purchaser acquires knowledge of any matter indemnified or guaranteed by Indemnitor under this Agreement. Separate and successive actions may be brought hereunder to enforce any of the provisions hereof at any time and from time to time. No action hereunder shall preclude any subsequent action, and Indemnitor hereby waives and covenants not to assert any defense in the nature of splitting of causes of action or merger of judgments.

(o) *Joint and Several Liability*. If there is more than one Indemnitor under this Agreement, notwithstanding anything to the contrary contained herein, the representations,

warranties, covenants and agreements made by each Indemnitor herein, and the liability of each Indemnitor hereunder, is joint and several.

(p) *Reliance*. The Purchaser would not consent to the Equity Transfer without this Agreement. Accordingly, Indemnitor intentionally and unconditionally enters into the covenants and agreements as set forth above and understands that, in reliance upon and in consideration of such covenants and agreements, the Equity Transfer shall be effectuated and, as part and parcel thereof, specific monetary and other obligations have been, are being and shall be entered into which would not be made or entered into but for such reliance.

(q) *Counterparts*. If there is more than one Indemnitor under this Agreement, this Agreement may be executed in any number of counterparts, each of which shall be effective only upon delivery and thereafter shall be deemed an original, and all of which shall be taken to be one and the same instrument, for the same effect as if all parties hereto had signed the same signature page. Any signature page of this Agreement may be detached from any counterpart of this Agreement without impairing the legal effect of any signatures thereon and may be attached to another counterpart of this Agreement identical in form hereto but having attached to it one or more additional signature pages.

(r) *SUBMISSION TO JURISDICTION*. (A) INDEMNITOR, TO THE FULL EXTENT PERMITTED BY LAW, HEREBY KNOWINGLY, INTENTIONALLY AND VOLUNTARILY, WITH AND UPON THE ADVICE OF COMPETENT COUNSEL, (1) SUBMITS TO PERSONAL JURISDICTION IN THE STATE IN WHICH THE PROPERTY IS LOCATED OVER ANY SUIT, ACTION OR PROCEEDING BY ANY PERSON ARISING FROM OR RELATING TO THIS AGREEMENT, (2) AGREES THAT ANY SUCH ACTION, SUIT OR PROCEEDING MAY BE BROUGHT IN ANY STATE OR FEDERAL COURT OF COMPETENT JURISDICTION SITTING IN THE COUNTY AND STATE IN WHICH THE PROPERTY IS LOCATED, (3) SUBMITS TO THE JURISDICTION OF SUCH COURTS, AND, (4) TO THE FULLEST EXTENT PERMITTED BY LAW, AGREES THAT IT WILL NOT BRING ANY ACTION, SUIT OR PROCEEDING IN ANY OTHER FORUM (BUT NOTHING HEREIN SHALL AFFECT THE RIGHT OF THE PURCHASER TO BRING ANY ACTION, SUIT OR PROCEEDING IN ANY OTHER FORUM). INDEMNITOR FURTHER CONSENTS AND AGREES TO SERVICE OF ANY SUMMONS, COMPLAINT OR OTHER LEGAL PROCESS IN ANY SUCH SUIT, ACTION OR PROCEEDING BY REGISTERED OR CERTIFIED U.S. MAIL, POSTAGE PREPAID, TO INDEMNITOR AT THE ADDRESS SET FORTH HEREIN, AND CONSENTS AND AGREES THAT SUCH SERVICE SHALL CONSTITUTE IN EVERY RESPECT VALID AND EFFECTIVE SERVICE (BUT NOTHING HEREIN SHALL AFFECT THE VALIDITY OR EFFECTIVENESS OF PROCESS SERVED IN ANY OTHER MANNER PERMITTED BY LAW).

(s) *Waiver by Indemnitor*. Indemnitor covenants and agrees that, upon the commencement of a voluntary or involuntary bankruptcy proceeding by or against the Company, Indemnitor shall not seek or cause the Company or any other person or entity to seek a supplemental stay or other relief, whether injunctive or otherwise, pursuant to 11 U.S.C. §105 or any other provision of the Bankruptcy Code, as amended, or any other debtor relief law (whether statutory, common law, case law or otherwise) of any jurisdiction whatsoever, now or hereafter in effect, which may be or become applicable, to stay, interdict, condition, reduce or inhibit the ability

of the Purchaser to enforce any rights of the Purchaser against Indemnitor or the collateral for the Note by virtue of this Agreement or otherwise.

(t) *Assignments by the Purchaser*. The Purchaser may at its sole cost and expense, without notice to, or consent of, Indemnitor, sell, assign or transfer to or participate with any entity or entities all or any part of the indebtedness evidenced by the Note and secured hereby, and each such entity or entities shall have the right to enforce the provisions of this Agreement and any of the other Operative Agreements as fully as the Purchaser, *provided* that the Purchaser shall continue to have the unimpaired right to enforce the provisions of this Agreement and any of the other Operative Agreements as to so much of the Note that the Purchaser has not sold, assigned or transferred.

(u) In particular, Indemnitor acknowledges and agrees that the Purchaser and its successors and assigns, in accordance with Section 6.12 of the Deed of Trust, may (i) sell, transfer or assign the Note, this Agreement and each of the other Operative Agreements to one or more investors as a whole loan in a rated or unrated public offering or private placement, (ii) participate the Note, in whole or in part, to one or more investors in a rated or unrated public offering or private placement, (iii) deposit this Agreement and each of the other Operative Agreements with a trust, which trust may sell certificates to investors evidencing an ownership interest in the trust assets in a rated or unrated public offering or private placement, or (iv) otherwise sell the Note or any interest therein to investors in a rated or unrated public offering or private placement (the transactions referred to in clauses (i) through (iv) are hereinafter each referred to as a *"Secondary Market Transaction"*). Indemnitor shall, at the Purchaser's expense, and at no cost or additional liability of Indemnitor, cooperate in good faith with such Purchaser in effecting any such Secondary Market Transaction and shall cooperate in good faith to implement all requirements reasonably imposed by the participants involved in any Secondary Market Transaction (including without limitation a Rating Agency and/or an institutional purchaser, participant or investor) including, without limitation, all structural or other changes to the Note, modifications to any documents evidencing or securing the Note, delivery of opinions of counsel acceptable to the Rating Agency such other purchasers, participants or investors and addressing such matters as the Rating Agency or such other purchasers, participants or investors may require; *provided, however,* that Indemnitor shall not be required to modify any documents evidencing or securing the Note which would modify (A) the interest rate payable under the Note, (B) the stated maturity of the Note, (C) the amortization of principal of the Note, or (D) any other material term or covenant of the Note or other documents evidencing or securing the Note. Indemnitor shall provide such information and documents relating to Indemnitor, the Property, the Naming Rights Agreement and the LVCVA as the Purchaser or the Rating Agency or such other purchasers, participants or investors may reasonably request in connection with a Secondary Market Transaction. The Purchaser shall have the right to provide to the Rating Agency or the prospective purchasers, participants or investors any information in its possession, including, without limitation, financial statements relating to Indemnitor, the Property and the LVCVA. Indemnitor acknowledges that certain information regarding the Note and the parties thereto and the Property may be included in a private placement memorandum, prospectus or other disclosure documents. As used herein, *"Rating Agency"* shall mean any nationally recognized statistical agency selected by the Purchaser including, without limitation, Fitch Investors Services, Inc., Moody's Investors Services, Inc., and/or Standard & Poor's Corporation, collectively, and any successor to any of them; *provided, however,* that at any time during which the Note is an asset of a securitization or is otherwise an

asset of any rated transaction, *"Rating Agency"* shall mean the rating agency or rating agencies that from time to time rate the securities, certificates or other instruments issued in connection with such securitization or other transaction. In the event of a Secondary Market Transaction, the Company shall be notified of such transaction and the assignee of the Operative Agreements, and thereafter, Indemnitor is entitled to rely on the written actions and directions of such assignee.

(v) *Concerning the Purchaser.* It is expressly understood and agreed by the parties hereto and the holders of the certificates issued under the Pass-Through Trust Agreement and Declaration of Trust dated July 20, 2018 (the "*Declaration*") that (a) this Agreement is executed and delivered in favor of the Purchaser not in its individual or personal capacity but solely in its capacity as trustee under the Declaration, in the exercise of the powers and authority conferred and vested in it as trustee under the Declaration, subject to the rights, protections, indemnities and limitations from liability afforded to the trustee thereunder; (b) in no event shall Computershare Trust Company, National Association, in its individual capacity have any liability for the representations, warranties, covenants, agreements or other obligations of the trust created pursuant to the Declaration (the "*Trust*") (or on behalf of the Trust) hereunder, as to all of which recourse shall be had solely to the Granted Property; (c) nothing contained herein shall be construed as creating any liability on Computershare Trust Company, National Association, individually or personally, to perform any expressed or implied covenant, duty or obligation of any kind whatsoever contained herein; and (d) under no circumstances shall Computershare Trust Company, National Association, be personally liable for the payment of any fees, costs, indebtedness or expenses of any kind whatsoever or be personally liable for the breach or failure of any obligation, representation, agreement, warranty or covenant whatsoever made or undertaken by the Purchaser or the Trust hereunder, except to the extent of Purchaser's willful misconduct, bad faith or gross negligence.

(w) *Waiver of Jury Trail.* INDEMNITOR AND THE PURCHASER EACH, TO THE FULL EXTENT PERMITTED BY LAW, HEREBY KNOWINGLY, INTENTIONALLY AND VOLUNTARILY, WITH AND UPON THE ADVICE OF COMPETENT COUNSEL, WAIVES, RELINQUISHES AND FOREVER FORGOES THE RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED UPON, ARISING OUT OF, OR IN ANY WAY RELATING TO THIS AGREEMENT OR ANY CONDUCT, ACT OR OMISSION OF THE PURCHASER OR INDEMNITOR, OR ANY OF ITS DIRECTORS, OFFICERS, PARTNERS, MEMBERS, MANAGERS, EMPLOYEES, AGENTS OR ATTORNEYS, OR ANY OTHER PERSONS AFFILIATED WITH THE PURCHASER OR INDEMNITOR, IN EACH OF THE FOREGOING CASES, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE.

Indemnitor's Initials: _____

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IN WITNESS WHEREOF, Indemnitor has executed this Indemnity and Guaranty Agreement as of the day and year first above written.

INDEMNITOR:

SEAPORT ENTERTAINMENT GROUP INC.,
a Delaware corporation

By _____
Name:
Title:

Exhibit 10.23

CREDIT AGREEMENT

dated as of

July , 2024

among

SEG REVOLVER, LLC,
as Borrower

and

HOWARD HUGHES HOLDINGS INC.,
as Lender

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CREDIT AGREEMENT dated as of July , 2024 (this "Agreement"), among SEG REVOLVER, LLC, a Delaware limited liability company, as borrower (together with its successors and permitted assigns, the "Borrower"), and HOWARD HUGHES HOLDINGS INC., a Delaware corporation, as lender (together with its successors and permitted assigns, the "Lender").

The Lender and Seaport Entertainment Group Inc., a Delaware corporation ("Seaport Entertainment") have entered into a Separation and Distribution Agreement dated as of July ___, 2024 (the "Separation and Distribution Agreement") pursuant to which, among other things, (i) the Lender and Seaport Entertainment have agreed to consummate a series of transactions to transfer certain assets and liabilities from the Lender to Seaport Entertainment and (ii) the Lender will distribute all of the Equity Interests in Seaport Entertainment to holders of the Lender's common stock (collectively, the "Spin-Off Transactions").

In anticipation of the Spin-Off Transactions, the Borrower has requested that the Lender provide a revolving credit facility, and the Lender has indicated its willingness to lend on the terms and subject to the conditions set forth herein.

In consideration of the mutual covenants and agreements herein contained, the parties hereto covenant and agree as follows:

ARTICLE I.

DEFINITIONS

SECTION 1.01 Defined Terms. As used in this Agreement, the following terms have the meanings specified below:

"Affiliate" means, with respect to a specified Person, another Person that directly or indirectly through one or more intermediaries, Controls or is Controlled by or is under common Control with the Person specified. For purposes of this Agreement and each other Loan Document, Seaport Entertainment, the Borrower and its Subsidiaries, on the one hand, and the Lender and its Subsidiaries, on the other hand, shall not be deemed to be Affiliates of each other.

"Agreement" has the meaning specified in introductory paragraph hereof.

"Applicable Law" means, as to any Person, all applicable Laws binding upon such Person or to which such a Person is subject.

"Applicable Rate" means 10.00% per annum.

"Asset Sale" means any conveyance, sale, lease, transfer or other disposition (including by way of merger or consolidation and including any sale and leaseback transaction) of any property or asset (including accounts receivable and Equity Interests of any Person owned by Seaport Entertainment or any Loan Party) (whether owned on the Closing Date or thereafter acquired) by Seaport Entertainment or any Loan Party to any Person (other than to Seaport Entertainment or any Loan Party); *provided* that the following shall not constitute an "Asset Sale": (u) the Spin-Off Transactions, (v) any conveyance, sale, lease, transfer or other disposition of inventory, in any case in the ordinary course of business, (w) real property leases and other leases, licenses, subleases or sublicenses, in each case, granted to others in the ordinary course of business and which do not materially interfere with the business of Seaport Entertainment and the Loan Parties taken as a whole, (x) any conveyance, sale, lease, transfer or other disposition of obsolete or worn out assets or assets no longer useful in the business of Seaport Entertainment

and the Loan Parties, (y) licenses of intellectual property entered into in the ordinary course of business and (z) any conveyance, sale, transfer or other disposition of cash and/or Cash Equivalents.

"Attributable Indebtedness" means, as of any date of determination, (a) in respect of any Capitalized Lease of any Person, the capitalized amount thereof that would appear on a balance sheet of such Person prepared as of such date in accordance with GAAP, and (b) in respect of any Synthetic Lease Obligation, the capitalized amount of the remaining lease payments under the relevant lease that would appear on a balance sheet of such Person prepared as of such date in accordance with GAAP if such lease were accounted for as a capital or financing lease.

"Availability Period" means the period from and including the Closing Date until the earlier of (a) the Maturity Date and (b) the termination of the Revolving Commitment.

"Borrowing Request" means a request for a borrowing of Loans, which shall be in such form as the Lender may reasonably approve.

"Burdensome Restrictions" means any consensual encumbrance or restriction of the type described in clause (a) or (b) of Section 6.06.

"Business Day" means any day that is not a Saturday, Sunday or other day that is a legal holiday under the laws of the State of New York or is a day on which banking institutions in such state are authorized or required by Law to close.

"Capitalized Lease" means each lease that has been or is required to be, in accordance with GAAP, recorded as a capital or financing lease.

"Cash Equivalents" means:

(a) direct obligations of, or obligations the principal of and interest on which are unconditionally guaranteed by, the United States of America (or by any agency thereof to the extent such obligations are backed by the full faith and credit of the United States of America), in each case maturing within one year from the date of acquisition thereof;

(b) investments in commercial paper maturing within 270 days from the date of acquisition thereof and having, at such date of acquisition, the highest credit rating obtainable from a Credit Rating Agency;

(c) investments in certificates of deposit, banker's acceptances and time deposits maturing within 180 days from the date of acquisition thereof issued or guaranteed by or placed with, and money market deposit accounts issued or offered by, any domestic office of any commercial bank organized under the laws of the United States of America or any State thereof that has a combined capital and surplus and undivided profits of not less than $500,000,000;

(d) fully collateralized repurchase agreements with a term of not more than 30 days for securities described in clause (a) above and entered into with a financial institution satisfying the criteria described in clause (c) above; and

(e) money market funds that (i) comply with the criteria set forth in SEC Rule 2a-7 under the Investment Company Act of 1940, (ii) are rated AAA and Aaa (or equivalent rating) by at least two Credit Rating Agencies and (iii) have portfolio assets of at least $5,000,000,000.

"Change of Control" means, after the Spin Effective Date, (a) an event or series of events by which any "person" or "group" (as such terms are used in Sections 13(d) and 14(d) of the Securities Exchange Act of 1934, but excluding any employee benefit plan of such person or its Subsidiaries, and any person or entity acting in its capacity as trustee, agent or other fiduciary or administrator of any such plan) becomes the "beneficial owner" (as defined in Rules 13d-3 and 13d-5 under the Securities Exchange Act of 1934, except that a person or group shall be deemed to have "beneficial ownership" of all securities that such person or group has the right to acquire, whether such right is exercisable immediately or only after the passage of time (such right, an "option right")), directly or indirectly, of 35% or more of the Equity Interests of Seaport Entertainment entitled to vote for members of the board of directors or equivalent governing body of Seaport Entertainment on a fully-diluted basis (and taking into account all such securities that such person or group has the right to acquire pursuant to any option right) or (b) Seaport Entertainment ceases to own and Control, beneficially and of record, 100% of the Equity Interests of the Borrower.

"Closing Date" means the first date all the conditions precedent in Section 4.01 are satisfied or waived in accordance with Section 9.02.

"Club" means the professional baseball club currently known as the Las Vegas Aviators.

"Code" means the Internal Revenue Code of 1986, as amended from time to time.

"Commissioner" means the Commissioner of Baseball as elected under the Major League Constitution or, in the absence of a Commissioner, any Person or body succeeding to the powers and duties of the Commissioner pursuant to the Major League Constitution.

"Contractual Obligation" means, as to any Person, any provision of any security issued by such Person or of any agreement, instrument or other undertaking to which such Person is a party or by which it or any of its property is bound.

"Control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a Person, whether through the ability to exercise voting power, by contract or otherwise. "Controlling" and "Controlled" have meanings analogous thereto.

"Credit Rating Agency" means a nationally recognized credit rating agency that evaluates the financial condition of issuers of debt instruments and then assigns a rating that reflects its assessment of the issuer's ability to make debt payments.

"Debtor Relief Laws" means the Bankruptcy Code of the United States of America, and all other liquidation, conservatorship, bankruptcy, assignment for the benefit of creditors, moratorium, rearrangement, receivership, insolvency, reorganization, or similar debtor relief Laws of the United States or other applicable jurisdictions from time to time in effect.

"Default" means any event or condition that constitutes an Event of Default or that, with the giving of any notice, the passage of time, or both, would be an Event of Default.

"Default Rate" means the lesser of (a) an interest rate (before as well as after judgment) equal to the Applicable Rate plus 5.00% per annum and (b) the Maximum Rate.

"Disqualified Equity Interest" means any Equity Interest that, by its terms (or the terms of any security or other Equity Interests into which it is convertible or for which it is exchangeable), or upon the happening of any event or condition (a) matures or is mandatorily redeemable (other than solely for Equity Interests that are not Disqualified Equity Interests), pursuant to a sinking fund obligation or otherwise (except as a result of a change of control or asset sale so long as any rights of the holders thereof

upon the occurrence of a change of control or asset sale event shall be subject to the prior repayment in full of the Loans and all other Obligations that are accrued and payable and the termination of the Revolving Commitments), (b) is redeemable at the option of the holder thereof, in whole or in part, (c) provides for scheduled payments of dividends in cash, or (d) is or becomes convertible into or exchangeable for Indebtedness or any other Equity Interests that would constitute Disqualified Equity Interests, in each case, prior to the date that is ninety-one days after the Maturity Date; *provided* that if such Equity Interests are issued pursuant to a plan for the benefit of employees of the Borrower or any Subsidiary or by any such plan to such employees, such Equity Interests shall not constitute Disqualified Equity Interests solely because they may be required to be repurchased by the Borrower or its Subsidiaries in order to satisfy applicable statutory or regulatory obligations or as a result of such employee's termination, death or disability.

"Dollar" and "$" mean the lawful money of the United States.

"Environmental Laws" means any and all federal, state, local, and foreign statutes, Laws, regulations, ordinances, rules, judgments, orders, decrees, permits, concessions, grants, franchises, licenses, agreements or governmental restrictions, including all common law, relating to pollution or the protection of health, safety or the environment or the release of any materials into the environment, including those related to Hazardous Materials, air emissions, discharges to waste or public systems and health and safety matters.

"Environmental Liability" means any liability or obligation, contingent or otherwise (including any liability for damages, costs of environmental remediation, fines, penalties or indemnities), directly or indirectly, resulting from or based upon (a) violation of any Environmental Law, (b) the generation, use, handling, transportation, storage, treatment, disposal or permitting or arranging for the disposal of any Hazardous Materials, (c) exposure to any Hazardous Materials, (d) the release or threatened release of any Hazardous Materials or (e) any contract, agreement or other consensual arrangement pursuant to which liability is assumed or imposed with respect to any of the foregoing.

"Equity Interests" means, as to any Person, all of the shares of capital stock of (or other ownership or profit interests in) such Person, all of the warrants, options or other rights for the purchase or acquisition from such Person of shares of capital stock of (or other ownership or profit interests in) such Person, all of the securities convertible into or exchangeable for shares of capital stock of (or other ownership or profit interests in) such Person or warrants, rights or options for the purchase or acquisition from such Person of such shares (or such other interests), and all of the other ownership or profit interests in such Person (including partnership, member or trust interests therein), whether voting or nonvoting, and whether or not such shares, warrants, options, rights or other interests are outstanding on any date of determination.

"Equity Issuance" means the offering after the Spin Effective Date by Seaport Entertainment of transferable subscription rights, each of which will entitle its holder to purchase shares of common stock of Seaport Entertainment.

"ERISA" means the Employee Retirement Income Security Act of 1974, as amended, and the rules and regulations promulgated thereunder.

"ERISA Affiliate" means any trade or business (whether or not incorporated) under common control with the Borrower within the meaning of Section 414(b) or (c) of the Code (and Sections 414(m) and (o) of the Code for purposes of provisions relating to Section 412 of the Code or Section 302 of ERISA).

"Event of Default" has the meaning specified in Article VII.

"Excluded Subsidiary" means each of the Subsidiaries listed on Schedule 1.01(a).

"Excluded Taxes" means any of the following Taxes imposed on or with respect to a Recipient or required to be withheld or deducted from a payment to a Recipient, (a) Taxes imposed on or measured by net income (however denominated), franchise Taxes, and branch profits Taxes, in each case, (i) imposed as a result of such Recipient being organized under the laws of, or having its principal office or, in the case of the Lender, its applicable lending office located in, the jurisdiction imposing such Tax (or any political subdivision thereof) or (ii) that are Other Connection Taxes, (b) in the case of the Lender, U.S. federal withholding Taxes imposed on amounts payable to or for the account of the Lender with respect to an applicable interest in a Loan or Revolving Commitment pursuant to a law in effect on the date on which (i) the Lender acquires such interest in the Loan or Revolving Commitment or (ii) the Lender changes its lending office, except in each case to the extent that, pursuant to Section 2.09, amounts with respect to such Taxes were payable either to the Lender's assignor immediately before the Lender became a party hereto or to the Lender immediately before it changed its lending office, (c) Taxes attributable to such Recipient's failure to comply with Section 2.09(g) and (d) any withholding Taxes imposed under FATCA.

"FATCA" means Sections 1471 through 1474 of the Code, as of the date of this Agreement (or any amended or successor version that is substantively comparable and not materially more onerous to comply with), any current or future regulations or official interpretations thereof, any agreements entered into pursuant to Section 1471(b)(1) of the Code and any fiscal or regulatory legislation, rules or practices adopted pursuant to any intergovernmental agreement, treaty or convention among Governmental Authorities and implementing such Sections of the Code.

"FCPA" has the meaning specified in Section 3.15(b).

"Federal Funds Rate" means, for any day, the greater of (a) the rate calculated by the Federal Reserve Bank of New York based on such day's Federal funds transactions by depositary institutions (as determined in such manner as the Federal Reserve Bank of New York shall set forth on its public website from time to time) and published on the next succeeding Business Day by the Federal Reserve Bank of New York as the Federal funds effective rate and (b) 0%.

"Federal Reserve Board" means the Board of Governors of the Federal Reserve System of the United States.

"GAAP" means, subject to Section 1.03, United States generally accepted accounting principles as in effect as of the date of determination thereof.

"Governmental Authority" means the government of the United States of America or any other nation, or of any political subdivision thereof, whether state or local, and any agency, authority, instrumentality, regulatory body, court, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government (including any supra-national bodies such as the European Union or the European Central Bank).

"Guarantee" means, as to any Person, (a) any obligation, contingent or otherwise, of such Person guaranteeing or having the economic effect of guaranteeing any Indebtedness or other obligation payable or performable by another Person (the "primary obligor") in any manner, whether directly or indirectly, and including any obligation of such Person, direct or indirect, (i) to purchase or pay (or advance or supply funds for the purchase or payment of) such Indebtedness or other obligation, (ii) to purchase or lease property, securities or services for the purpose of assuring the obligee in respect of such Indebtedness or other obligation of the payment or performance of such Indebtedness or other obligation, (iii) to maintain working capital, equity capital or any other financial statement condition or liquidity or level of income or cash flow of the primary obligor so as to enable the primary obligor to pay such Indebtedness or other

obligation or (iv) entered into for the purpose of assuring in any other manner the obligee in respect of such Indebtedness or other obligation of the payment or performance thereof or to protect such obligee against loss in respect thereof (in whole or in part) or (b) any Lien on any assets of such Person securing any Indebtedness or other obligation of any other Person, whether or not such Indebtedness or other obligation is assumed by such Person (or any right, contingent or otherwise, of any holder of such Indebtedness to obtain any such Lien); *provided*, that the term "Guarantee" shall not include endorsements for collection or deposit in the ordinary course of business. The amount of any Guarantee shall be deemed to be an amount equal to the stated or determinable amount of the related primary obligation, or portion thereof, in respect of which such Guarantee is made or, if not stated or determinable, the maximum reasonably anticipated liability in respect thereof as determined by the guaranteeing Person in good faith. The term "Guarantee" as a verb has a corresponding meaning.

"Hazardous Materials" means all explosive or radioactive substances or wastes and all hazardous or toxic substances, wastes or other pollutants, including petroleum or petroleum distillates, asbestos or asbestos-containing materials, polychlorinated biphenyls, radon gas, infectious or medical wastes, and other substances or wastes of any nature regulated under or with respect to which liability or standards of conduct are imposed pursuant to any Environmental Law.

"Indebtedness" means, as to any Person at a particular time, without duplication, all of the following, whether or not included as indebtedness or liabilities in accordance with GAAP:

(a) all obligations of such Person for borrowed money and all obligations of such Person evidenced by bonds, debentures, notes, loan agreements or other similar instruments;

(b) all direct or contingent obligations of such Person arising under or in respect of (i) letters of credit (including standby and commercial), bankers' acceptances, demand guarantees and similar independent undertakings and (ii) surety bonds, performance bonds and similar instruments issued or created by or for the account of such Person;

(c) net obligations of such Person under any Swap Contract;

(d) all obligations of such Person to pay the deferred purchase price of property or services (other than trade accounts payable in the ordinary course of business);

(e) indebtedness (excluding prepaid interest thereon) secured by a Lien on property owned or being purchased by such Person (including indebtedness arising under conditional sales or other title retention agreements), whether or not such indebtedness shall have been assumed by such Person or is limited in recourse;

(f) all Attributable Indebtedness;

(g) all obligations of such Person in respect of Disqualified Equity Interests; and

(h) all Guarantees of such Person in respect of any of the foregoing.

For all purposes hereof, the Indebtedness of any Person shall include the Indebtedness of any partnership or joint venture (other than a joint venture that is itself a corporation or limited liability company) in which such Person is a general partner or a joint venturer, unless such Indebtedness is expressly made non-recourse to such Person. The amount of any net obligation under any Swap Contract on any date shall be deemed to be the Swap Termination Value thereof as of such date. The amount of any Indebtedness of any Person for purposes of clause (e) that is expressly made non-recourse or limited-recourse (limited solely to the assets securing such Indebtedness) to such Person shall be deemed to be equal to the lesser of (i) the

aggregate principal amount of such Indebtedness and (ii) the fair market value of the property encumbered thereby as determined by such Person in good faith.

"Indemnified Taxes" means (a) Taxes, other than Excluded Taxes, imposed on or with respect to any payment made by or on account of any obligation of any Loan Party under any Loan Document and (b) to the extent not otherwise described in clause (a), Other Taxes.

"Indemnitee" has the meaning specified in Section 9.03(b).

"Information" has the meaning specified in Section 9.11.

"Interest Payment Date" means the last Business Day of each calendar month and the Maturity Date.

"IRS" means the United States Internal Revenue Service.

"Las Vegas PDL License Agreement" means that certain player development license agreement entered into between Summerlin Las Vegas Baseball Club, LLC and MLB PDL pursuant to which the Club has been granted the right to participate in the Professional Development League System.

"Laws" means, collectively, all international, foreign, federal, state and local statutes, treaties, rules, guidelines, regulations, ordinances, codes and administrative or judicial precedents or authorities, including the interpretation or administration thereof by any Governmental Authority charged with the enforcement, interpretation or administration thereof, and all applicable administrative orders, directed duties, requests, licenses, authorizations and permits of, and agreements with, any Governmental Authority, in each case whether or not having the force of law.

"Lien" means any mortgage, pledge, hypothecation, collateral assignment, deposit arrangement, encumbrance, lien (statutory or other), charge, or preference, priority or other security interest or preferential arrangement of any kind or nature whatsoever (including any conditional sale or other title retention agreement, any easement, right of way or other encumbrance on title to real property, and any capital or financing lease having substantially the same economic effect as any of the foregoing).

"Loan" means the Revolving Loans.

"Loan Documents" means, collectively, this Agreement and any other documents entered into in connection herewith.

"Loan Parties" means, collectively, the Borrower and its Subsidiaries (other than the Excluded Subsidiaries).

"Major League Baseball" or "MLB" means, depending on the context, any or all of (a) the Office of the Commissioner of Baseball, each other MLB PDL Entity and/or all boards and committees thereof and/or (b) the Major League Clubs acting collectively.

"Major League Baseball Club" or "Major League Club" means any professional baseball club that is entitled to the benefits, and bound by the terms, of the Major League Constitution.

"Major League Constitution" means the Major League Constitution adopted by the Major League Clubs as the same may be amended, supplemented or otherwise modified from time to time in the manner provided therein and all replacement or successor agreements that may in the future be entered into by the Major League Clubs.

"Margin Stock" means margin stock within the meaning of Regulations T, U and X.

"Material Adverse Effect" means (a) a material adverse change in, or a material adverse effect on, the operations, business, properties, liabilities (actual or contingent) or financial condition of the Loan Parties taken as a whole; or (b) a material adverse effect on (i) the ability of the Loan Parties, taken as a whole, to perform the Obligations, (ii) the legality, validity, binding effect or enforceability against any Loan Party of any Loan Document to which it is a party or (iii) the rights, remedies and benefits available to, or conferred upon, the Lender under any Loan Document.

"Maturity Date" means the first anniversary of the Spin Effective Date (except that, if such date is not a Business Day, the Maturity Date shall be the next preceding Business Day), subject to extension pursuant to Section 2.10.

"Maximum Rate" has the meaning specified in Section 9.13.

"MLB PDL" means, depending on the context, any or all of (i) MLB Professional Development Leagues, LLC, a Delaware limited liability company, and/or (ii) the boards, committees and subcommittees related thereto.

"MLB PDL Entity" means each of MLB PDL, the Office of the Commissioner of Baseball, MLB Advanced Media, L.P. and/or any of their respective present or future affiliates, assigns or successors.

"Net Cash Proceeds" shall mean,

(a) in connection with any Asset Sale, the proceeds thereof in the form of cash and Cash Equivalents (including any such proceeds received by way of deferred payment of principal pursuant to a note or installment receivable or purchase price adjustment receivable or otherwise, but only as and when received) received by Seaport Entertainment or any Loan Party, net of (i) attorneys' fees, accountants' fees, investment banking fees, consulting fees, and other customary fees and expenses actually incurred by Seaport Entertainment or any Loan Party in connection therewith; (ii) taxes paid or reasonably estimated to be payable by Seaport Entertainment or any Loan Party as a result thereof (after taking into account any available tax credits or deductions and any tax sharing arrangements); (iii) the amount of any reasonable reserve established in accordance with GAAP against any liabilities (other than any taxes deducted pursuant to clause (ii) above) (A) associated with the assets that are the subject of such Asset Sale and (B) retained by Seaport Entertainment or any Loan Party, *provided* that the amount of any subsequent reduction of such reserve (other than in connection with a payment in respect of any such liability) shall be deemed to be Net Cash Proceeds of such event occurring on the date of such reduction, (iv) the pro rata portion of the Net Cash Proceeds thereof (calculated without regard to this clause (iv)) attributable to minority interests and not available for distribution to or for the account of Seaport Entertainment or the applicable Loan Party as a result thereof and (v) amounts required for Series A Issuer to redeem or defease the preferred stock of Series A Issuer (to the extent the terms of such preferred stock require such application of such Net Cash Proceeds) and to pay obligations of Series A Issuer related thereto, including other customary fees and expenses (including attorney's fees) actually incurred by Series A Issuer in connection therewith; and

(b) in connection with the Equity Issuance, the aggregate amount of all cash and Cash Equivalents received in respect thereof by Seaport Entertainment net of all investment banking fees, discounts and commissions, legal fees, consulting fees, accountants' fees, underwriting discounts and commissions and other fees and expenses actually incurred in connection therewith.

"Obligations" means all advances to, and debts, liabilities, obligations, covenants and duties of, the Loan Parties arising under any Loan Document or otherwise with respect to any Loan, whether direct or indirect (including those acquired by assumption), absolute or contingent, due or to become due,

now existing or hereafter arising and including interest and fees that accrue after the commencement by or against any Loan Party or any Affiliate thereof of any proceeding under any Debtor Relief Laws naming such Person as the debtor in such proceeding, regardless of whether such interest and fees are allowed claims in such proceeding. Without limiting the foregoing, the Obligations include (a) the obligation to pay principal, interest, charges, expenses, fees, indemnities and other amounts payable by the Loan Parties under any Loan Document and (b) the obligation of the Loan Parties to reimburse any amount in respect of any of the foregoing that the Lender, in its sole discretion, may elect to pay or advance on behalf of the Loan Parties.

"OFAC" has the meaning specified in Section 3.16(a).

"Organizational Documents" means (a) as to any corporation, the charter or certificate or articles of incorporation and the bylaws (or equivalent or comparable constitutive documents with respect to any non-U.S. jurisdiction), (b) as to any limited liability company, the certificate or articles of formation or organization and operating or limited liability agreement and (c) as to any partnership, joint venture, trust or other form of business entity, the partnership, joint venture or other applicable agreement of formation or organization and any agreement, instrument, filing or notice with respect thereto filed in connection with its formation or organization with the applicable Governmental Authority in the jurisdiction of its formation or organization and, if applicable, any certificate or articles of formation or organization of such entity.

"Other Connection Taxes" means, with respect to any Recipient, Taxes imposed as a result of a present or former connection between such Recipient and the jurisdiction imposing such Tax (other than connections arising from such Recipient having executed, delivered, become a party to, performed its obligations under, received payments under, received or perfected a security interest under, engaged in any other transaction pursuant to or enforced any Loan Document, or sold or assigned an interest in any Loan or Loan Document).

"Other Taxes" means all present or future stamp, court or documentary, intangible, recording, filing or similar Taxes that arise from any payment made under, from the execution, delivery, performance, enforcement or registration of, from the receipt or perfection of a security interest under, or otherwise with respect to, any Loan Document, except any such Taxes that are Other Connection Taxes imposed with respect to an assignment.

"paid in full" or "payment in full" and any other similar terms, expressions or phrases shall mean, at any time, with respect to the Obligations, the irrevocable termination of all Revolving Commitments, the payment in full in cash of all Obligations (except Unasserted Obligations), including principal, interest, fees, expenses, costs (including post-petition interest, fees, expenses, and costs even if such interest, fees, expenses and costs are not an allowed claim enforceable against any Loan Party in a bankruptcy case under applicable law) and premium (if any).

"PATRIOT Act" means the USA PATRIOT Act (Title III of Pub. L. 107-56 (signed into law October 26, 2001)).

"PDL Approval" means, any approval, consent or no-objection letter required to be obtained from MLB PDL or any other MLB PDL Entity pursuant to the PDL Rules and Regulations.

"PDL Club" means a professional baseball club participating in the Professional Development League System pursuant to a player development license agreement between the owner of such club and MLB PDL pursuant to which such owner has been granted the right to participate in the Professional Development League System.

"PDL Governance Agreement" means that certain Professional Development Leagues Governance Agreement, effective as of February 12, 2021 by and between MLB PDL and each Club, as may be amended, modified, supplemented or restated from time to time.

"PDL Governing Documents" means the following documents as in effect from time to time and any amendments, supplements or other modifications thereto and all replacement or successor documents thereto that may in the future be entered into: (i) the Major League Constitution, (ii) the Major League Rules (and all attachments thereto), (iii) the PDL Operating Guidelines, (iv) the PDL Governance Agreement and (v) the PDL License Agreements.

"PDL License Agreement" means each player development license agreement entered into between a PDL Club and MLB PDL pursuant to which such PDL Club has been granted the right to participate in the Professional Development League System, including, without limitation, the Las Vegas PDL License Agreement.

"PDL Rules and Regulations" means (i) the PDL Governing Documents, (ii) any present or future agreements or arrangements entered into by, or on behalf of, MLB PDL or any other MLB PDL Entity or the Major League Clubs acting collectively that are specifically related to or generally applicable to the Professional Development League System or the PDL Clubs, including, without limitation, agreements or arrangements entered into pursuant to the PDL Governing Documents, and (iii) the present and future mandates, rules, regulations, policies, practices, bulletins, by-laws, directives or guidelines issued or adopted by, or on behalf of, the Commissioner, MLB PDL or any other MLB PDL Entity as in effect from time to time that are specifically related to or generally applicable to the Professional Development League System or one or more of the PDL Clubs.

"Person" means any natural person, corporation, limited liability company, trust, joint venture, association, company, partnership, Governmental Authority or other entity.

"Prepayment Notice" means a notice by the Borrower to prepay Revolving Loans, which shall be in such form as the Lender may approve.

"Recipient" means the Lender.

"Regulation T" means Regulation T of the Federal Reserve Board, as in effect from time to time and all official rulings and interpretations thereunder or thereof.

"Regulation U" means Regulation U of the Federal Reserve Board, as in effect from time to time and all official rulings and interpretations thereunder or thereof.

"Regulation X" means Regulation X of the Federal Reserve Board, as in effect from time to time and all official rulings and interpretations thereunder or thereof.

"Related Parties" means, with respect to any Person, such Person's Affiliates and the partners, directors, officers, employees, agents, trustees, administrators, managers, advisors and representatives of such Person and of such Person's Affiliates.

"Responsible Officer" means, with respect to any Loan Party, the chief executive officer, president, executive vice president, senior vice president, vice president, chief financial officer, chief legal officer, treasurer or secretary of such Loan Party. Any document delivered hereunder that is signed by a Responsible Officer of a Loan Party shall be conclusively presumed to have been authorized by all necessary corporate, partnership or other action on the part of such Loan Party and such Responsible Officer shall be conclusively presumed to have acted on behalf of such Loan Party.

"Restricted Payment" means any dividend or other distribution (whether in cash, securities or other property) with respect to any Equity Interest of any Person, or any payment (whether in cash, securities or other property), including any sinking fund or similar deposit, on account of the purchase, redemption, retirement, acquisition, cancellation or termination of any such Equity Interest, or on account of any return of capital to such Person's shareholders, partners or members (or the equivalent Persons thereof).

"Revolving Commitment" means the obligation of the Lender to make Revolving Loans to the Borrower during the Availability Period, in an aggregate principal amount at any time outstanding up to but not to exceed $5.0 million, as the same may be reduced or terminated from time to time pursuant to Section 2.03.

"Revolving Loans" means the revolving loans made pursuant to Section 2.01.

"Sanctions" has the meaning specified in Section 3.16(a).

"Separation and Distribution Agreement" has the meaning specified in the recitals to this Agreement.

"Series A Issuer" means Seaport District NYC, Inc., a Delaware corporation.

"Solvent" means, as to any Person as of any date of determination, that on such date (a) the fair value of the property of such Person is greater than the total amount of liabilities, including contingent liabilities, of such Person, (b) the present fair saleable value of such Person is not less than the amount that will be required to pay the probable liability of such Person on its debts as they become absolute and matured, (c) such Person does not intend to, and does not believe that it will, incur debts or liabilities beyond such Person's ability to pay such debts and liabilities as they mature and (d) such Person is not engaged in a business or a transaction, and is not about to engage in a business or a transaction, for which such Person's property would constitute an unreasonably small capital. The amount of any contingent liability at any time shall be computed as the amount that, in light of all of the facts and circumstances existing at such time, represents the amount that can reasonably be expected to become an actual or matured liability.

"Specified Excluded Subsidiary Indebtedness" has the meaning specified in Section 3.17.

"Spin-Off Transaction" has the meaning specified in the recitals to this Agreement.

"Spin Effective Date" means the Distribution Date, as defined in the Separation and Distribution Agreement.

"Subsidiary" of a Person means a corporation, partnership, limited liability company, association or joint venture or other business entity of which a majority of the Equity Interests having ordinary voting power for the election of directors or other governing body (other than securities or interests having such power only by reason of the happening of a contingency) are at the time owned or the management of which is controlled, directly, or indirectly through one or more intermediaries, by such Person. Unless otherwise specified, all references herein to a "Subsidiary" or to "Subsidiaries" shall refer to a Subsidiary or Subsidiaries of the Borrower.

"Swap Contract" means (a) any and all rate swap transactions, basis swaps, credit derivative transactions, forward rate transactions, commodity swaps, commodity options, forward commodity contracts, equity or equity index swaps or options, bond or bond price or bond index swaps or options or forward bond or forward bond price or forward bond index transactions, interest rate options, forward foreign exchange transactions, cap transactions, floor transactions, collar transactions, currency

swap transactions, cross-currency rate swap transactions, currency options, spot contracts, or any other similar transactions or any combination of any of the foregoing (including any options to enter into any of the foregoing), whether or not any such transaction is governed by or subject to any master agreement, and (b) any and all transactions of any kind, and the related confirmations, that are subject to the terms and conditions of, or governed by, any form of master agreement published by the International Swaps and Derivatives Association, Inc., any International Foreign Exchange Master Agreement, or any other master agreement (any such master agreement, together with any related schedules, a "Master Agreement"), including any such obligations or liabilities under any Master Agreement.

"Swap Termination Value" means, as to any one or more Swap Contracts, after taking into account the effect of any legally enforceable netting agreement relating to such Swap Contracts, (a) for any date on or after the date such Swap Contracts have been closed out and termination value(s) determined in accordance therewith, such termination value(s), and (b) for any date prior to the date referenced in clause (a), the amount(s) determined as the mark-to-market value(s) for such Swap Contracts, as determined based upon one or more mid-market or other readily available quotations provided by any recognized dealer in such Swap Contracts.

"Synthetic Lease Obligation" means the monetary obligation of a Person under (a) a so-called synthetic, off-balance sheet or tax retention lease or (b) an agreement for the use or possession of property creating obligations that do not appear on the balance sheet of such Person but, upon the insolvency or bankruptcy of such Person, would be characterized as the indebtedness of such Person (without regard to accounting treatment).

"Taxes" means all present or future taxes, levies, imposts, duties, deductions, withholdings (including backup withholding), assessments, fees or other charges imposed by any Governmental Authority, including any interest, additions to tax or penalties applicable thereto.

"UCC" means the Uniform Commercial Code as in effect from time to time in any applicable state or jurisdiction.

"Unasserted Obligations" shall mean, at any time, contingent indemnity obligations in respect of which no claim or demand for payment has been made at such time.

"United States" and "U.S." mean the United States of America.

"Wholly-Owned" means, as to a Subsidiary of a Person, a Subsidiary of such Person all of the outstanding Equity Interests of which (other than (a) director's qualifying shares and (b) shares issued to foreign nationals to the extent required by Applicable Law) are owned by such Person or by one or more Wholly-Owned Subsidiaries of such Person.

"Withholding Agent" means the Borrower.

SECTION 1.02 Terms Generally. The definitions of terms herein shall apply equally to the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words "include," "includes" and "including" shall be deemed to be followed by the phrase "without limitation." The word "will" shall be construed to have the same meaning and effect as the word "shall." The word "or" is not exclusive. The word "year" shall refer (i) in the case of a leap year, to a year of three hundred sixty-six (366) days, and (ii) otherwise, to a year of three hundred sixty-five (365) days. Unless the context requires otherwise (a) any definition of or reference to any agreement, instrument or other document herein shall be construed as referring to such agreement, instrument or other document as from time to time amended, supplemented or otherwise modified (subject to any restrictions on such amendments, supplements or modifications set forth

herein), (b) any reference herein to any Person shall be construed to include such Person's successors and permitted assigns, (c) the words "herein," "hereof" and "hereunder," and words of similar import, shall be construed to refer to this Agreement in its entirety and not to any particular provision hereof, (d) all references herein to Articles, Sections, Exhibits and Schedules shall be construed to refer to Articles and Sections of, and Exhibits and Schedules to, this Agreement, (e) any reference to any law or regulation herein shall, unless otherwise specified, refer to such law or regulation as amended, modified or supplemented from time to time, and (f) the words "asset" and "property" shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, securities, accounts and contract rights.

SECTION 1.03 Accounting Terms; Changes in GAAP.

(a) Accounting Terms. Except as otherwise expressly provided herein, all accounting terms not otherwise defined herein shall be construed in conformity with GAAP. Financial statements and other information required to be delivered by the Borrower to the Lender pursuant to Sections 5.01(a) and 5.01(b) shall be prepared in accordance with GAAP as in effect at the time of such preparation.

(b) Changes in GAAP. If the Borrower notifies the Lender that the Borrower requests an amendment to any provision hereof to eliminate the effect of any change occurring after the date hereof in GAAP or in the application thereof on the operation of such provision (or if the Lender notifies the Borrower that the Lender requests an amendment to any provision hereof for such purpose), regardless of whether any such notice is given before or after such change in GAAP or in the application thereof, then such provision shall be interpreted on the basis of GAAP as in effect and applied immediately before such change shall have become effective until such notice shall have been withdrawn or such provision amended in accordance herewith.

SECTION 1.04 Divisions. For all purposes under the Loan Documents, in connection with any division or plan of division under Delaware law (or any comparable event under a different jurisdiction's laws): (a) if any asset, right, obligation or liability of any Person becomes the asset, right, obligation or liability of a different Person, then it shall be deemed to have been transferred from the original Person to the subsequent Person, and (b) if any new Person comes into existence, such new Person shall be deemed to have been organized on the first date of its existence by the holders of its Equity Interests at such time.

ARTICLE II.

NOTE, COMMITMENTS AND BORROWINGS

SECTION 2.01 Revolving Loans. The Lender agrees to make to the Borrower, and the Borrower may request, on any Business Day during the Availability Period, revolving loans in an aggregate principal amount at any one time outstanding not to exceed the Revolving Commitment. Subject to the terms and conditions of this Agreement, during the Availability Period, the Borrower may borrow, repay and re-borrow the amount of the Revolving Commitment.

SECTION 2.02 Borrowings. The Borrower shall give the Lender notice of each borrowing of the Revolving Loans hereunder pursuant to this Section. Each such notice shall be in the form of a written Borrowing Request, appropriately completed and signed by a Responsible Officer of the Borrower and must be received by the Lender not later than 11:00 a.m. (New York City time) on the date that is five (5) Business Days before the date of borrowing. Each Borrowing Request shall specify (x) the borrowing date, which must be a Business Day during the Availability Period, (y) the principal amount of the Revolving Loan to be borrowed, which shall not be less than $1.0 million, and (z) the Borrower and the account of the Borrower to receive the proceeds of such borrowing. Unless otherwise agreed by the Lender

in its sole discretion, not later than 4:00 p.m., New York time, on the date specified for each borrowing in accordance with Section, the Lender shall make available, subject to the terms and conditions of this Agreement, the amount of the Loan to be made available to the applicable Borrower by depositing the same by wire transfer of immediately available funds in the account specified in the Borrowing Request.

SECTION 2.03 Termination of Revolving Commitment. The outstanding Revolving Commitment shall automatically terminate at 5:00 p.m., New York City time on last Business Day of the Availability Period. Borrower shall have the right at any time or from time to time (without premium or penalty) to terminate in whole (but not in part) the outstanding Revolving Commitment by providing written notice thereof to the Lender. In addition, the Revolving Commitment shall be automatically permanently reduced by the amount of mandatory prepayment made, or which would be required to be made if Revolving Loans in the amount of the Revolving Commitment then in effect were outstanding, pursuant to Section 2.04(b) in respect thereof from time to time. Once terminated or reduced, the Revolving Commitment may not be reinstated.

SECTION 2.04 Prepayments.

(a) Optional Prepayments. The Borrower may, upon notice to the Lender, at any time and from time to time prepay the Loans in whole or in part without premium or penalty, subject to the requirements of this Section.

(b) Mandatory Prepayments. No later than the fifth Business Day following the date of receipt (i) by Seaport Entertainment of the Net Cash Proceeds of the Equity Issuance or (ii) by Seaport Entertainment or any Loan Party of any Net Cash Proceeds of any Asset Sale, the Borrower shall prepay the Loans in an aggregate amount equal to the lesser of (i) such Net Cash Proceeds and (ii) the aggregate outstanding principal amount of the Loans and all accrued but unpaid interest thereon.

(c) Notices. Each such notice pursuant to Section 2.04(a) shall be in the form of a written Prepayment Notice, appropriately completed and signed by a Responsible Officer of the Borrower and must be received by the Lender not later than 11:00 a.m. (New York City time) one (1) Business Day before the date of prepayment. Each Prepayment Notice shall specify (x) the prepayment date and (y) the principal amount of the applicable Loan or portion thereof to be prepaid, which shall not be less than $1.0 million. Each Prepayment Notice shall be irrevocable except that it may be conditioned upon a transaction (including a refinancing) to be closed or consummated in connection with such prepayment and may be revoked by the Borrower prior to the effective date thereof.

(d) Amounts; Application. All prepayments shall be applied as directed by the Borrower and shall be accompanied by accrued interest to the extent required by Section 2.06.

SECTION 2.05 Repayment. Subject to Section 2.04, the Borrower shall repay to the Lender the aggregate outstanding principal amount of the Loans and all accrued but unpaid interest thereon on the Maturity Date.

SECTION 2.06 Interest.

(a) Interest Rates. Subject to paragraph (b) of this Section, the Loans shall bear interest at a rate per annum equal to the Applicable Rate.

(b) Default Interest. If an Event of Default has occurred and is continuing, all outstanding Obligations under this Agreement or any other Loan Document (including principal of any Loan, interest, fees and other amount) shall thereafter bear interest at a rate per annum equal to the Default Rate.

(c) Payment Dates. Accrued interest on the Loans shall be payable in arrears on each Interest Payment Date and at such other times as may be specified herein; *provided*, that (i) interest accrued pursuant to paragraph (b) of this Section shall be payable on demand and (ii) in the event of any repayment or prepayment of any Loan, accrued interest on the principal amount repaid or prepaid shall be payable on the date of such repayment or prepayment. Accrued interest shall be payable in cash.

(d) Interest Computation. All interest hereunder shall be computed on the basis of a 360-day year of twelve 30-day months and shall be payable for the actual number of days elapsed (including the first day but excluding the last day). All interest hereunder on any Loan shall be computed on a daily basis based upon the outstanding principal amount of such Loan as of the applicable date of determination.

SECTION 2.07 Evidence of Debt. The Lender shall maintain in accordance with its usual practice records evidencing the indebtedness of the Borrower owed to the Lender resulting from the Loans made to the Borrower. The entry made in the records maintained pursuant to this Section shall be prima facie evidence absent manifest error of the existence and amounts of the obligations recorded therein. Any failure of the Lender to maintain such records or make any entry therein or any error therein shall not in any manner affect the obligations of the Borrower under this Agreement and the other Loan Documents.

SECTION 2.08 Payments Generally.

(a) Payments by Borrower. All payments to be made by the Borrower hereunder and the other Loan Documents shall be made without condition or deduction for any counterclaim, defense, recoupment or setoff. Except as otherwise expressly provided herein, all such payments shall be made to the Lender at the address specified by the Lender to the Borrower in immediately available funds not later than 4:00 p.m. (New York City time) on the date specified herein. All amounts received by the Lender after such time on any date shall be deemed to have been received on the next succeeding Business Day and any applicable interest or fees shall continue to accrue. If any payment to be made by the Borrower shall fall due on a day that is not a Business Day, payment shall be made on the next succeeding Business Day and such extension of time shall be reflected in computing interest or fees, as the case may be; *provided*, that, if such next succeeding Business Day would fall after the Maturity Date, payment shall be made on the immediately preceding Business Day. All payments hereunder or under any other Loan Document shall be made in Dollars.

(b) Application of Insufficient Payments. Subject to Section 7.02, if at any time insufficient funds are received by and available to the Lender to pay fully all amounts of principal, interest, fees and other amounts then due hereunder, such funds shall be applied (i) first, to pay interest, fees and other amounts then due hereunder, ratably among the parties entitled thereto in accordance with the amounts of interest, fees and other amounts then due to such parties, and (ii) second, to pay principal then due hereunder, ratably among the parties entitled thereto in accordance with the amounts of principal then due to such parties.

SECTION 2.09 Taxes.

(a) Defined Terms. For purposes of this Section, the term "Applicable Law" includes FATCA.

(b) Payments Free of Taxes. Any and all payments by or on account of any obligation of the Loan Parties under any Loan Document shall be made without deduction or withholding for any Taxes, except as required by Applicable Law. If any Applicable Law (as determined in the good faith discretion of an applicable Withholding Agent) requires the deduction or withholding of any Tax from any such payment by a Withholding Agent, then the applicable Withholding Agent shall be entitled to make such deduction or withholding and shall timely pay the full amount deducted or withheld to the relevant

Governmental Authority in accordance with Applicable Law and, if such Tax is an Indemnified Tax, then the sum payable by the Loan Parties shall be increased as necessary so that after such deduction or withholding has been made (including such deductions and withholdings applicable to additional sums payable under this Section) the applicable Recipient receives an amount equal to the sum it would have received had no such deduction or withholding been made.

(c) Payment of Other Taxes by the Borrower. The Borrower shall timely pay to the relevant Governmental Authority in accordance with Applicable Law, or at the option of the Lender timely reimburse it for the payment of, any Other Taxes.

(d) Indemnification by the Borrower. The Borrower shall indemnify each Recipient, within ten (10) days after demand therefor, for the full amount of any Indemnified Taxes (including Indemnified Taxes imposed or asserted on or attributable to amounts payable under this Section) payable or paid by such Recipient or required to be withheld or deducted from a payment to such Recipient and any reasonable expenses arising therefrom or with respect thereto, whether or not such Indemnified Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority. A certificate as to the amount of such payment or liability delivered to the Borrower by the Lender shall be conclusive absent manifest error.

(e) Evidence of Payments. If requested by the Lender, as soon as practicable after any payment of Taxes by the Borrower to a Governmental Authority pursuant to this Section, the Borrower shall deliver to the Lender the original or a certified copy of a receipt issued by such Governmental Authority evidencing such payment, a copy of the return reporting such payment or other evidence of such payment reasonably satisfactory to the Lender.

(f) Status of Lender. (i) If the Lender is entitled to an exemption from or reduction of withholding Tax with respect to payments made under any Loan Document, it shall deliver to the Borrower, at the time or times reasonably requested by the Borrower, such properly completed and executed documentation reasonably requested by the Borrower as will permit such payments to be made without withholding or at a reduced rate of withholding. In addition, the Lender, if reasonably requested by the Borrower, shall deliver such other documentation prescribed by Applicable Law or reasonably requested by the Borrower as will enable the Borrower to determine whether or not the Lender is subject to backup withholding or information reporting requirements. Notwithstanding anything to the contrary in the preceding two sentences, the completion, execution and submission of such documentation (other than such documentation set forth in Section 2.09(f)(ii) and (iii)) shall not be required if in the Lender's reasonable judgment such completion, execution or submission would subject the Lender to any material unreimbursed cost or expense or would materially prejudice the legal or commercial position of the Lender.

(ii) Without limiting the generality of the foregoing, if requested by the Borrower, the Lender shall deliver to the Borrower on or about the date on which the Lender becomes the Lender under this Agreement (and from time to time thereafter upon the reasonable request of the Borrower), executed copies of IRS Form W-9 certifying that the Lender is exempt from U.S. federal backup withholding tax.

(iii) If a payment made to the Lender under any Loan Document would be subject to U.S. federal withholding Tax imposed by FATCA if the Lender were to fail to comply with the applicable reporting requirements of FATCA (including those contained in Section 1471(b) or 1472(b) of the Code, as applicable), the Lender shall deliver to the Borrower at the time or times prescribed by law and at such time or times reasonably requested by the Borrower such documentation prescribed by Applicable Law (including as prescribed by Section 1471(b)(3)(C)(i) of the Code) and such additional documentation reasonably requested by the Borrower as may be necessary for the Borrower to comply with its obligations under FATCA

and to determine that the Lender has complied with the Lender's obligations under FATCA or to determine the amount, if any, to deduct and withhold from such payment. Solely for purposes of this clause (iii), "FATCA" shall include any amendments made to FATCA after the date of this Agreement.

The Lender agrees that if any form or certification it previously delivered expires or becomes obsolete or inaccurate in any respect, it shall update such form or certification or promptly notify the Borrower in writing of its legal inability to do so.

(g) Treatment of Certain Refunds. If any party determines, in its sole discretion exercised in good faith, that it has received a refund of any Taxes as to which it has been indemnified pursuant to this Section (including by the payment of additional amounts pursuant to this Section), it shall pay to the indemnifying party an amount equal to such refund (but only to the extent of indemnity payments made under this Section with respect to the Taxes giving rise to such refund), net of all out-of-pocket expenses (including Taxes) of such indemnified party and without interest (other than any interest paid by the relevant Governmental Authority with respect to such refund). Such indemnifying party, upon the request of such indemnified party, shall repay to such indemnified party the amount paid over pursuant to this paragraph (g) (plus any penalties, interest or other charges imposed by the relevant Governmental Authority) in the event that such indemnified party is required to repay such refund to such Governmental Authority. Notwithstanding anything to the contrary in this paragraph (g), in no event will the indemnified party be required to pay any amount to an indemnifying party pursuant to this paragraph (g) the payment of which would place the indemnified party in a less favorable net after-Tax position than the indemnified party would have been in if the Tax subject to indemnification and giving rise to such refund had not been deducted, withheld or otherwise imposed and the indemnification payments or additional amounts with respect to such Tax had never been paid. This paragraph shall not be construed to require any indemnified party to make available its Tax returns (or any other information relating to its Taxes that it deems confidential) to the indemnifying party or any other Person.

(h) Survival. Each party's obligations under this Section shall survive any assignment of rights by a Lender and the repayment, satisfaction or discharge of all obligations under any Loan Document.

SECTION 2.10 Extension of Maturity Date.

(a) Request for Extension. The Borrower may, by written notice from the Borrower to the Lender given not more than ninety (90) days prior to the Maturity Date and not less than thirty (30) days prior to the Maturity Date (an "Extension Notice"), request an extension of the Maturity Date to the date that is six months after the Maturity Date (the "Extended Maturity Date"). Subject to the satisfaction of the conditions set forth in Section 2.10(b) on the date of such request and on the original Maturity Date, the original Maturity Date shall be extended to the Extended Maturity Date.

(b) Conditions to Effectiveness. The extension of the original Maturity Date shall be subject to the satisfaction of the following conditions:

(i) as of the date of the Extension Notice and the original Maturity Date, no Default or Event of Default shall have occurred and be continuing;

(ii) as of the date of the Extension Notice and the original Maturity Date, the representations and warranties contained in this Agreement and each other Loan Document shall be true and correct in all material respects (or, in the case of any such representation or warranty already qualified by materiality, in all respects) on and as of such date (or, in the case of any such

representation or warranty expressly stated to have been made as of a specific date, as of such specific date); and

(iii) the Lender shall have received an extension fee of $50,000, payable on the original Maturity Date.

ARTICLE III.

REPRESENTATIONS AND WARRANTIES

The Borrower represents and warrants to the Lender that as of the date hereof, on the date of each funding of a Revolving Loan and on each date required by Section 2.10:

SECTION 3.01 Existence, Qualification and Power. The Borrower and each Subsidiary of the Borrower (a) is duly organized or formed, validly existing and, as applicable, in good standing under the Laws of the jurisdiction of its incorporation or organization, (b) has all requisite power and authority and all requisite governmental licenses, authorizations, consents and approvals to (i) own or lease its assets and carry on its business and (ii) execute, deliver and perform its obligations under the Loan Documents to which it is a party, and (c) is duly qualified and is licensed and, as applicable, in good standing under the Laws of each jurisdiction where its ownership, lease or operation of properties or the conduct of its business requires such qualification or license, except, in each case referred to in clause (a) (other than with respect to the Borrower), (b)(i) or (c), to the extent that failure to do so could not reasonably be expected to have a Material Adverse Effect.

SECTION 3.02 Authorization; No Contravention. The execution, delivery and performance by the Borrower of each Loan Document to which it is party have been duly authorized by all necessary corporate, limited liability company or other organizational action, and do not and will not (a) contravene the terms of its Organizational Documents, (b) conflict with or result in any breach or contravention of, or the creation of any Lien under, or require any payment to be made under (i) any material Contractual Obligation to which the Borrower or any of its Subsidiaries is a party or affecting the Borrower or any of its Subsidiaries or the properties of the Borrower or any Subsidiary or (ii) any material order, injunction, writ or decree of any Governmental Authority or any arbitral award to which the Borrower or any Subsidiary or its property is subject or (c) violate any Law in any material respect.

SECTION 3.03 Governmental Authorization; Other Consents. No approval, consent, exemption, authorization, or other action by, or notice to, or filing with, any Governmental Authority or any other Person is necessary or required in connection with the execution, delivery or performance by, or enforcement against, the Borrower of this Agreement or any other Loan Document, except for such approvals, consents, exemptions, authorizations, actions or notices that have been duly obtained, taken or made and in full force and effect.

SECTION 3.04 Execution and Delivery; Binding Effect. This Agreement has been, and each other Loan Document, when delivered hereunder, will have been, duly executed and delivered by the Borrower. This Agreement constitutes, and each other Loan Document when so delivered will constitute, a legal, valid and binding obligation of the Borrower, enforceable against the Borrower in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, receivership, moratorium or other Laws affecting creditors' rights generally and by general principles of equity.

SECTION 3.05 Litigation. There are no actions, suits, proceedings, claims, disputes or investigations pending or, to the knowledge of the Borrower, threatened, at Law, in equity, in arbitration or before any Governmental Authority, by or against any Loan Party or any Subsidiary or against any of their

properties or revenues that (a) could reasonably be expected to be adversely determined, and, if so determined, either individually or in the aggregate could reasonably be expected to have a Material Adverse Effect or (b) purport to affect or pertain to this Agreement or any other Loan Document or any of the transactions contemplated hereby.

SECTION 3.06 No Material Adverse Effect; No Default. Neither any Loan Party nor any Subsidiary thereof is in default under or with respect to any Contractual Obligation that, either individually or in the aggregate, could reasonably be expected to have a Material Adverse Effect. No Default has occurred and is continuing or would result from the consummation of the transactions contemplated by this Agreement or any other Loan Document.

SECTION 3.07 Property.

(a) Ownership of Properties. Each Loan Party and its Subsidiaries has good record and marketable title in fee simple to, or valid leasehold interests in, all real property necessary or used in the ordinary conduct of its business, except for such defects in title that, either individually or in the aggregate, could not reasonably be expected to have a Material Adverse Effect.

(b) Intellectual Property. Each Loan Party and its Subsidiaries owns, licenses or possesses the right to use all of the trademarks, tradenames, service marks, trade names, copyrights, patents, franchises, licenses and other intellectual property rights that are necessary for the operation of their respective businesses, as currently conducted, business, and the use thereof by such Loan Party and its Subsidiaries does not conflict with the rights of any other Person, except to the extent that such failure to own, license or possess or such conflicts, either individually or in the aggregate, could not reasonably be expected to have a Material Adverse Effect. The conduct of the business of the Loan Parties and each Subsidiary as currently conducted or as contemplated to be conducted does not infringe upon or violate any rights held by any other Person, except to the extent that such infringements and violations, either individually or in the aggregate, could not reasonably be expected to have a Material Adverse Effect. No claim or litigation regarding any of the foregoing is pending or, to the knowledge of the Borrower, threatened that could reasonably be expected to be adversely determined, and, if so determined, could reasonably be expected to have a Material Adverse Effect.

SECTION 3.08 Taxes. Each Loan Party and its Subsidiaries have filed all federal, state and other tax returns and reports required to be filed, and have paid all federal, state and other taxes, assessments, fees and other governmental charges levied or imposed upon them or their properties, income or assets otherwise due and payable, except (a) Taxes that are being contested in good faith by appropriate proceedings diligently conducted and for which adequate reserves are being maintained in accordance with GAAP or (b) to the extent that the failure to do so could not reasonably be expected to have a Material Adverse Effect.

SECTION 3.09 Disclosure. The Loan Parties have disclosed to the Lender all agreements, instruments and corporate or other restrictions to which any Loan Party or any of its Subsidiaries is subject, and all other matters known to it, that, either individually or in the aggregate, could reasonably be expected to have a Material Adverse Effect. The reports, financial statements, certificates and other written information (other than projected or pro forma financial information) furnished by or on behalf of the Loan Parties to the Lender in connection with the transactions contemplated hereby and the negotiation of this Agreement or delivered hereunder or under any other Loan Document (as modified or supplemented by other information so furnished), taken as a whole, do not contain any material misstatement of fact or omit to state any material fact necessary to make the statements therein (when taken as a whole), in the light of the circumstances under which they were made, not misleading; *provided*, *that*, with respect to projected or pro forma financial information, the Borrower represents only that such information was prepared in good faith based upon assumptions believed to be reasonable at the time of preparation and delivery (it

being understood that such projected information may vary from actual results and that such variances may be material).

SECTION 3.10 Compliance with Laws. Each of the Loan Parties and its Subsidiaries is in compliance with the requirements of all Laws (including Environmental Laws) and all orders, writs, injunctions and decrees applicable to it or to its properties, except in such instances in which (a) such requirement of Law or order, writ, injunction or decree is being contested in good faith by appropriate proceedings diligently conducted or (b) the failure to so comply, either individually or in the aggregate, could not reasonably be expected to have a Material Adverse Effect.

SECTION 3.11 ERISA Compliance. None of the Loan Parties nor any of its ERISA Affiliates maintains, contributes to, or has any actual or contingent, direct or indirect obligation to maintain or contribute to, or has, at any time within the past six years, maintained, contributed to or had any actual or contingent obligation to maintain or contribute to, any employee benefit plan that is subject to Title I or Title IV of ERISA or section 4975 of the Code.

SECTION 3.12 Environmental Matters. Except with respect to any matters that, either individually or in the aggregate, could not reasonably be expected to have a Material Adverse Effect, neither any Loan Party nor any Subsidiary (a) has failed to comply with any Environmental Law or to obtain, maintain or comply with any permit, license or other approval required under any Environmental Law, (b) knows of any basis for any permit, license or other approval required under any Environmental Law to be revoked, canceled, limited, terminated, modified, appealed or otherwise challenged, (c) currently is or could reasonably be expected to become subject to any Environmental Liability, (d) has received notice of any currently outstanding claim, complaint, proceeding, investigation or inquiry with respect to any Environmental Liability (and no such claim, complaint, proceeding, investigation or inquiry is pending or, to the knowledge of any Loan Party, is threatened or contemplated) or (e) knows of any facts, events or circumstances that could give rise to any basis for any Environmental Liability of any Loan Party or any Subsidiary.

SECTION 3.13 Margin Regulations. The Borrower is not engaged and will not engage, principally or as one of its important activities, in the business of purchasing or carrying Margin Stock, or extending credit for the purpose of purchasing or carrying Margin Stock, and no part of the proceeds of Loans will be used to buy or carry any Margin Stock.

SECTION 3.14 Investment Company Act. Neither the Borrower nor any of its Subsidiaries is an "investment company" as defined in, or subject to regulation under, the Investment Company Act of 1940.

SECTION 3.15 Sanctions; Anti-Corruption.

(a) None of any Loan Party, any of its Subsidiaries or, to the knowledge of any Loan Party, any director, officer, employee, agent, or affiliate of any Loan Party or any of its Subsidiaries is an individual or entity ("person") that is, or is owned or controlled by persons that are: (i) the target of any sanctions administered or enforced by the U.S. Department of the Treasury's Office of Foreign Assets Control ("OFAC"), the U.S. Department of State, the United Nations Security Council, the European Union, His Majesty's Treasury, or other relevant sanctions authority (collectively, "Sanctions"), or (ii) located, organized or resident in a country or territory that is the subject of Sanctions (including, currently, Crimea, the so-called Luhansk People's Republic, the so-called Donetsk People's Republic, Cuba, Iran, North Korea and Syria).

(b) Each Loan Party, its Subsidiaries and their respective directors, officers and employees and, to the knowledge of each Loan Party, the agents of each Loan Party and its Subsidiaries,

are in compliance with all applicable Sanctions and with the Foreign Corrupt Practices Act of 1977, as amended, and the rules and regulations thereunder (the "FCPA") and any other applicable anti-corruption law, in all material respects. Each Loan Party and its Subsidiaries have instituted and maintain policies and procedures designed to promote and achieve continued compliance with applicable Sanctions, the FCPA and any other applicable anti-corruption laws.

SECTION 3.16 Solvency. As of the Closing Date, the Borrower and its Subsidiaries, on a consolidated basis, are Solvent.

SECTION 3.17 Subsidiaries; Equity Interests. As of the Closing Date, each Loan Party does not have any Subsidiaries other than those specifically disclosed in Schedule 3.17(a), and all of the outstanding Equity Interests owned by each Loan Party in its Subsidiaries have been validly issued and are fully paid and all Equity Interests owned by each Loan Party in its Subsidiaries are owned free and clear of all Liens except (i) any Lien that is permitted under Section 6.01 and (ii) with respect to Excluded Subsidiaries, any Liens securing the Indebtedness described on Schedule 3.17(b) (the "Specified Excluded Subsidiary Indebtedness").

SECTION 3.18 Use of Proceeds. The Borrower will use the proceeds of the Loans only for the purposes specified in Section 5.12. The proceeds of the Loans will not be used in violation of applicable Sanctions, the FCPA and any other applicable anti-corruption laws.

SECTION 3.19 Labor Matters. Except as, in the aggregate, could not reasonably be expected to have a Material Adverse Effect: (a) there are no strikes or other labor disputes against any Loan Party or its Subsidiaries pending or, to the knowledge of any Loan Party, threatened in writing, (b) hours worked by and payments made to employees of each Loan Party and its Subsidiaries have not been in violation of the Fair Labor Standards Act (if applicable) or any other applicable Laws dealing with such matters; and (c) all payments due from each Loan Party and its Subsidiaries on account of employee health and welfare insurance have been paid or accrued as a liability on the books of the relevant party.

SECTION 3.20 No Burdensome Restrictions. Each Loan Party and its Subsidiaries are not subject to any Burdensome Restrictions, except (a) Burdensome Restrictions permitted under Section 6.06 and (b) with respect to Excluded Subsidiaries, Burdensome Restrictions set forth in the Specified Excluded Subsidiary Indebtedness.

SECTION 3.21 Insurance. Each Loan Party maintains, and has caused each Subsidiary to maintain, with financially sound and reputable insurance companies, insurance with respect to its properties and business against loss or damage of the kinds customarily insured against by Persons engaged in the same or similar business, of such types and in such amounts (after giving effect to any self-insurance reasonable and customary for similarly situated Persons engaged in the same or similar businesses as each Loan Party and its Subsidiaries) as are customarily carried under similar circumstances by such Persons.

ARTICLE IV.

CONDITIONS

SECTION 4.01 Closing Date. The effectiveness of this Agreement is subject to the satisfaction (or waiver) by the Lender of each the following conditions:

(a) Executed Counterparts. The Lender shall have received from each party hereto a counterpart of this Agreement signed on behalf of such party (or written evidence satisfactory to the Lender (which may include telecopy transmission of a signed signature page to this Agreement) that such party has signed a counterpart of this Agreement).

(b) Certificates. The Lender shall have received such customary certificates of resolutions or other action, incumbency certificates or other certificates of Responsible Officers of the Borrower as the Lender may require evidencing the identity, authority and capacity of each Responsible Officer thereof authorized to act as a Responsible Officer in connection with the Loan Documents;

(c) Corporate Documents. The Lender shall have received such other documents and certificates (including Organizational Documents and good standing certificates) as the Lender may reasonably request relating to the organization, existence and good standing of the Borrower and any other legal matters relating to the Borrower, the Loan Documents or the transactions contemplated thereby.

(d) Officer's Certificate. The Lender shall have received a certificate, dated the Closing Date and signed by a Responsible Officer of the Borrower, confirming satisfaction of the conditions set forth in this Section and compliance with the conditions set forth in clauses (b) and (c) of the first sentence of Section 4.02.

(e) Other Documents. The Lender shall have received such other documents as the Lender may reasonably request.

(f) PDL Approvals. All necessary PDL Approvals shall have been obtained.

The Lender shall notify the Borrower of the Closing Date, and such notice shall be conclusive and binding.

SECTION 4.02 Conditions to All Borrowings. The obligation of the Lender to make a Revolving Loan is additionally subject to the satisfaction of the following conditions:

(a) the Lender shall have received a written Borrowing Request in accordance with the requirements hereof;

(b) the representations and warranties of the Borrower set forth in this Agreement and in any other Loan Document shall be true and correct in all material respects (or, in the case of any such representation or warranty already qualified by materiality, in all respects) on and as of the date of such borrowing (or, in the case of any such representation or warranty expressly stated to have been made as of a specific date, as of such specific date); and

(c) no Default shall have occurred and be continuing or would result from such borrowing or from the application of proceeds thereof.

Each Borrowing Request by the Borrower hereunder shall be deemed to constitute a representation and warranty by the Borrower on and as of the date of the applicable borrowing as to the matters specified in clauses (b) and (c) above in this Section.

ARTICLE V.

AFFIRMATIVE COVENANTS

Until the Revolving Commitments have expired or been terminated and all Obligations shall have been paid in full, the Borrower covenants and agree with the Lender that:

SECTION 5.01 Financial Statements. The Borrower will furnish to the Lender:

(a) as soon as available, and in any event within 90 days after the end of each fiscal year of the Borrower (commencing with the first fiscal year ending after the Spin Effective Date), a

consolidated balance sheet of Seaport Entertainment and the Loan Parties as at the end of such fiscal year and the related consolidated statements of income or operations, shareholders' equity and cash flows for such fiscal year, setting forth in each case in comparative form the figures for the previous fiscal year, audited and accompanied by a report and opinion of independent public accountants of nationally recognized standing, which report and opinion shall be prepared in accordance with generally accepted auditing standards (and shall not be subject to any "going concern" or like qualification, exception or explanatory paragraph or any qualification, exception or explanatory paragraph as to the scope of such audit) to the effect that such consolidated financial statements present fairly in all material respects the financial condition, results of operations, shareholders' equity and cash flows of Seaport Entertainment and the Loan Parties on a consolidated basis in accordance with GAAP consistently applied; and

(b) as soon as available, but in any event within 45 days after the end of each of the first three fiscal quarters of each fiscal year of the Borrower (commencing with the first fiscal quarter ending after the Spin Effective Date), a consolidated balance sheet of Seaport Entertainment and the Loan Parties as at the end of such fiscal quarter, the related consolidated statements of income or operations, shareholders' equity and cash flows for such fiscal quarter and for the portion of the Borrower's fiscal year then ended, in each case setting forth in comparative form, as applicable, the figures for the corresponding fiscal quarter of the previous fiscal year and the corresponding portion of the previous fiscal year, certified by a Responsible Officer of the Borrower as fairly presenting in all material respects the financial condition, results of operations, shareholders' equity and cash flows of Seaport Entertainment and the Loan Parties on a consolidated basis in accordance with GAAP consistently applied, subject only to normal year-end audit adjustments and the absence of notes.

SECTION 5.02 Certificates; Other Information. The Borrower will deliver to the Lender:

(a) concurrently with the delivery of the financial statements referred to in Sections 5.01(a) and (b), a duly completed certificate signed by a Responsible Officer of the Borrower certifying as to whether a Default has occurred and, if a Default has occurred, specifying the details thereof and any action taken or proposed to be taken with respect thereto;

(b) from and after the Spin Effective Date, promptly after the same are publicly available, copies of each annual report, proxy or financial statement or other report or communication sent to the shareholders of Seaport Entertainment, and copies of all annual, regular, periodic and special reports and registration statements that Seaport Entertainment or any Loan Party may file or be required to file with the SEC or any Governmental Authority succeeding to any or all of the functions of the SEC, or with any national securities exchange, and not otherwise required to be delivered pursuant hereto;

(c) as soon as available, and in any event within 90 days after the end of each fiscal year of the Borrower (commencing with the first fiscal year ending after the Spin Effective Date), a detailed consolidated budget for the following fiscal year (including a projected consolidated balance sheet of the Loan Parties as of the end of each fiscal quarter of such fiscal year, the related consolidated statements of projected cash flow and projected income and a summary of the material underlying assumptions applicable thereto), which shall be accompanied by a certificate of a Responsible Officer of the Borrower stating that such projections are based on reasonable estimates, information and assumptions and that such Responsible Officer has no reason to believe that such projections are incorrect or misleading in any material respect;

(d) promptly after the furnishing thereof, copies of any material request or notice received by any Loan Party, or any statement or report furnished by any Loan Party to any holder of debt securities of any Loan Party, pursuant to the terms of any indenture, loan or credit or similar agreement and not otherwise required to be furnished pursuant hereto;

(e) promptly after receipt thereof by Seaport Entertainment or any Loan Party, copies of each notice or other correspondence received from the SEC (or comparable agency in any applicable non-U.S. jurisdiction) concerning any investigation or possible investigation or other inquiry by such agency regarding financial or other operational results of Seaport Entertainment or any Loan Party;

(f) promptly following request therefor, copies of any detailed audit reports, management letters or recommendations submitted to the board of directors (or the audit committee of the board of directors) of Seaport Entertainment or any Loan Party by independent accountants in connection with the accounts or books of Seaport Entertainment or any Loan Party, or any audit of any of them as the Lender may from time to time reasonably request; and

(g) promptly following any request therefor, (i) such other information regarding the operations, business, properties, liabilities (actual or contingent), condition (financial or otherwise) or prospects of any Loan Party, or compliance with the terms of the Loan Documents, as the Lender may from time to time reasonably request.

Documents required to be delivered pursuant to Section 5.01(a) or (b) or Section 5.02(b) (to the extent any such documents are included in materials otherwise filed with the SEC) may be delivered electronically and, if so delivered, shall be deemed to have been delivered on the date (i) on which such materials are publicly available as posted on the Electronic Data Gathering, Analysis and Retrieval system (EDGAR); or (ii) on which such documents are posted on the Borrower's behalf on an Internet or intranet website, if any, to which the Lender has access; *provided* that: (A) upon written request by the Lender, the Borrower shall deliver paper copies of such documents to the Lender upon its request to the Borrower to deliver such paper copies until a written request to cease delivering paper copies is given by the Lender and (B) the Borrower shall notify the Lender (by telecopier or electronic mail) of the posting of any such documents and provide to the Lender by electronic mail electronic versions (i.e., soft copies) of such documents.

SECTION 5.03 Notices. The Borrower will promptly notify the Lender of:

(a) the occurrence of any Default;

(b) the filing or commencement of any action, suit, investigation or proceeding by or before any arbitrator or Governmental Authority against or affecting any Loan Party or any Affiliate thereof, including pursuant to any applicable Environmental Laws, that could reasonably be expected to be adversely determined, and, if so determined, could reasonably be expected to have a Material Adverse Effect;

(c) notice of any action arising under any Environmental Law or of any noncompliance by any Loan Party with any Environmental Law or any permit, approval, license or other authorization required thereunder that, if adversely determined, could reasonably be expected to have a Material Adverse Effect;

(d) any material change in accounting or financial reporting practices by the Borrower or Seaport Entertainment; and

(e) any matter or development that has had or could reasonably be expected to have a Material Adverse Effect.

Each notice delivered under this Section shall be accompanied by a statement of a Responsible Officer of the Borower setting forth the details of the occurrence requiring such notice and stating what action the Borrower has taken and proposes to take with respect thereto.

SECTION 5.04 Preservation of Existence, Etc. Each Loan Party will (a) preserve, renew and maintain in full force and effect its legal existence and good standing under the Laws of the jurisdiction of its organization except in a transaction permitted by Section 6.02 or 6.03; (b) take all reasonable action to maintain all rights, licenses, permits, privileges and franchises necessary or desirable in the normal conduct of its business, except to the extent that failure to do so could not reasonably be expected to have a Material Adverse Effect; and (c) preserve or renew all of its registered patents, trademarks, trade names and service marks, the non-preservation of which could reasonably be expected to have a Material Adverse Effect.

SECTION 5.05 Maintenance of Properties. Each Loan Party will (a) maintain, preserve and protect all of its properties and equipment necessary in the operation of its business in good working order and condition (ordinary wear and tear excepted) and (b) make all necessary repairs thereto and renewals and replacements thereof, except to the extent that the failure to do so could not reasonably be expected to have a Material Adverse Effect.

SECTION 5.06 Maintenance of Insurance. Each Loan Party will maintain with financially sound and reputable insurance companies, insurance with respect to its properties and business against loss or damage of the kinds customarily insured against by Persons engaged in the same or similar business, of such types and in such amounts (after giving effect to any self-insurance reasonable and customary for similarly situated Persons engaged in the same or similar businesses as the Loan Parties) as are customarily carried under similar circumstances by such Persons.

SECTION 5.07 Payment of Obligations. Each Loan Party will pay, discharge or otherwise satisfy as the same shall become due and payable, all of its obligations and liabilities, including Tax liabilities, unless the same are being contested in good faith by appropriate proceedings diligently conducted and adequate reserves in accordance with GAAP are being maintained by such Loan Party, except to the extent that the failure to do so could not reasonably be expected to have a Material Adverse Effect.

SECTION 5.08 Compliance with Laws. Each Loan Party will comply with the requirements of all Laws and all orders, writs, injunctions and decrees applicable to it or to its business or property, except to the extent that the failure to do so could not reasonably be expected to have a Material Adverse Effect.

SECTION 5.09 Environmental Matters. Except to the extent that the failure to do so could not reasonably be expected to have a Material Adverse Effect, each Loan Party will (a) comply with all Environmental Laws, (b) obtain, maintain in full force and effect and comply with any permits, licenses or approvals required for the facilities or operations of the Loan Parties, and (c) conduct and complete any investigation, study, sampling or testing, and undertake any corrective, cleanup, removal, response, remedial or other action necessary to identify, report, remove and clean up all Hazardous Materials present or released at, on, in, under or from any of the facilities or real properties of the Loan Parties.

SECTION 5.10 Books and Records. Each Loan Party will maintain proper books of record and account, in which full, true and correct entries in conformity with GAAP consistently applied shall be made of all financial transactions and matters involving the assets and business of the such Loan Party.

SECTION 5.11 Inspection Rights. Each Loan Party will permit representatives and independent contractors of the Lender to visit and inspect any of its properties, to examine its corporate, financial and operating records, and make copies thereof or abstracts therefrom, and to discuss its affairs, finances and accounts with its directors, officers, and independent public accountants, all at the reasonable expense of the Borrower and at such reasonable times during normal business hours and as often as may be reasonably requested; *provided* that, other than with respect to such visits and inspections during the continuation of an Event of Default, the Lender shall not exercise such rights more often than two times

during any calendar year; *provided*, *further*, that when an Event of Default exists the Lender (or any of their respective representatives or independent contractors) may do any of the foregoing under this Section at the expense of the Borrower and at any time during normal business hours and without advance notice. The Lender shall give the Borrower the opportunity to participate in any discussions with the Loan Parties' accountants.

SECTION 5.12 Use of Proceeds. The Loan Parties will, and will cause each of their Subsidiaries to, use the proceeds of the Loans for general corporate purposes of the Loan Parties and their Subsidiaries not in contravention of any Law or of any Loan Document.

SECTION 5.13 Sanctions; Anti-Corruption Laws. Each Loan Party will maintain in effect policies and procedures designed to promote compliance by each Loan Party, its Subsidiaries, and their respective directors, officers, employees, and agents with applicable Sanctions and with the FCPA and any other applicable anti-corruption laws.

SECTION 5.14 Further Assurances. Promptly upon reasonable request by the Lender do, execute, acknowledge, deliver, record, re-record, file, re-file, register and re-register any and all such further acts, deeds, certificates, assurances and other instruments as the Lender may reasonably request from time to time in order to carry out more effectively the purposes of the Loan Documents.

ARTICLE VI.

NEGATIVE COVENANTS

Until the Revolving Commitments have expired or been terminated and all Obligations have been paid in full, the Borrower covenants and agrees with the Lender that:

SECTION 6.01 Liens. Each Loan Party will not create, incur, assume or suffer to exist any Lien upon any of its property, assets or revenues, whether now owned or hereafter acquired, other than the following:

(a) Liens existing on the date hereof and listed on Schedule 6.01 and any renewals or extensions thereof, *provided* that (i) the property covered thereby is not changed, (ii) the amount secured or benefited thereby is not increased and (iii) the direct or any contingent obligor with respect thereto is not changed;

(b) Liens for Taxes not yet due or that are being contested in good faith and by appropriate proceedings diligently conducted, if adequate reserves with respect thereto are maintained on the books of the applicable Person in accordance with GAAP;

(c) carriers', warehousemen's, mechanics', materialmen's, repairmen's or other like Liens arising in the ordinary course of business that are not overdue for a period of more than 30 days or that are being contested in good faith and by appropriate proceedings diligently conducted, if adequate reserves with respect thereto are maintained on the books of the applicable Person;

(d) pledges or deposits in the ordinary course of business in connection with (i) workers' compensation, unemployment insurance and other social security legislation, other than any Lien imposed by ERISA, and (ii) public utility services provided to any Loan Party;

(e) deposits to secure the performance of bids, trade contracts and leases (other than Indebtedness), statutory obligations, surety and appeal bonds, performance bonds and other obligations of a like nature incurred in the ordinary course of business;

(f) easements, rights-of-way, restrictions and other similar encumbrances affecting real property that, in the aggregate, are not substantial in amount, and that do not in any case materially detract from the value of the property subject thereto or materially interfere with the ordinary conduct of the business of the applicable Person, and any zoning or similar law or right reserved to or vested in any Governmental Authority to control or regulate the use of any real property that does not materially interfere with the ordinary conduct of the business of any Loan Party;

(g) Liens securing judgments for the payment of money not constituting an Event of Default under Section 7.01(j);

(h) Liens (i) of a collecting bank arising under Section 4-210 of the UCC on items in the course of collection, and (ii) in favor of a banking institution arising as a matter of law encumbering deposits (including the right of setoff) that are customary in the banking industry;

(i) Liens pursuant to Section 5-118 of the UCC of any state (or any comparable provision of any foreign Law) in favor of the issuer or nominated person of letters of credit permitted pursuant to Section 6.01;

(j) any interest or title of a lessor, sublessor, licensor or sublicensor under leases or licenses permitted by this Agreement that are entered into in the ordinary course of business;

(k) leases, licenses, subleases or sublicenses granted to others in the ordinary course of business that do not (i) interfere in any material respect with the ordinary conduct of the business of the Loan Parties, or (ii) secure any Indebtedness;

(l) Liens in favor of customs and revenue authorities arising as a matter of law to secure payment of customs duties in connection with the importation of goods in the ordinary course of business;

(m) in the case of any joint venture or non-Wholly-Owned Subsidiary, customary encumbrances or other restrictions contained in any shareholders agreements, joint venture agreements, Organizational Documents or similar binding agreements relating to the ownership of the Equity Interest in such joint venture or non-Wholly-Owned Subsidiary; and

(n) Liens arising under or pursuant to the PDL Rules and Regulations.

SECTION 6.02 Fundamental Changes. Each Loan Party will not merge, dissolve, liquidate, consolidate with or into another Person, or dispose of (whether in one transaction or in a series of transactions) all or substantially all of its assets (whether now owned or hereafter acquired) to or in favor of any Person, except that, so long as no Default exists or would result therefrom:

(a) any Subsidiary may merge with (i) the Borrower, provided that the Borrower shall be the continuing or surviving Person, or (ii) any one or more other Subsidiaries (other than an Excluded Subsidiary), provided that when any Wholly-Owned Subsidiary is merging with another Subsidiary, a Wholly-Owned Subsidiary shall be the continuing or surviving Person;

(b) any Subsidiary may dispose of all or substantially all of its assets (upon voluntary liquidation or otherwise) to the Borrower or to another Subsidiary (other than an Excluded Subsidiary); provided that if the transferor in such a transaction is a Wholly-Owned Subsidiary, then the transferee shall either be the Borrower or another Wholly-Owned Subsidiary;

(c) the Loan Parties may make Asset Sales permitted by Section 6.03; and

(d) the Spin-Off Transactions may be consummated.

SECTION 6.03 Asset Sales. Each Loan Party will not make any Asset Sale or enter into any agreement to make any Asset Sale, except for Asset Sales by any Loan Party on fair and reasonable terms, for fair market value and pursuant to arm's-length transactions; *provided*, that (i) such Loan Party shall receive not less than 100% of consideration for any such Asset Sale in the form of cash and (ii) the Net Cash Proceeds thereof shall be applied in accordance with Section 2.04(b).

SECTION 6.04 Restricted Payments. Each Loan Party will not declare or make, directly or indirectly, any Restricted Payment on or after the Spin Effective Date, or incur any obligation (contingent or otherwise) to do so, except that (a) each Subsidiary may make Restricted Payments of cash and Cash Equivalents to the Borrower or any Subsidiary thereof and any other Person that owns an Equity Interest in such Subsidiary, ratably according to their respective holdings of such Equity Interests in respect of which such Restricted Payment is being made, (b) the Borrower may make Restricted Payments to Seaport Entertainment and (c) the Series A Issuer may make Restricted Payments of cash dividends to any Person that owns preferred stock of the Series A Issuer, ratably according to the holdings of such preferred stock in respect of which such Restricted Payment is being made. The Borrower will not suffer Seaport Entertainment to declare or make, directly or indirectly, any Restricted Payment on or after the Spin Effective Date, or incur any obligation (contingent or otherwise) to do so, except Seaport Entertainment may make Restricted Payments consisting of regular cash dividends on its common Equity Interests to any Person that owns common Equity Interests in Seaport Entertainment, ratably according to their respective holdings of such common Equity Interests in respect of which such Restricted Payment is being made.

SECTION 6.05 Transactions with Affiliates. Each Loan Party will not enter into any transaction of any kind with any Affiliate of any Loan Party, whether or not in the ordinary course of business, other than on fair and reasonable terms substantially as favorable to such Loan Party as would be obtainable by such Loan Party at the time in a comparable arm's-length transaction with a Person other than an Affiliate; *provided* that the foregoing restriction shall not apply to (a) transactions between or among the Loan Parties or (b) Restricted Payments permitted by Section 6.04.

SECTION 6.06 Certain Restrictive Agreements. Each Loan Party will not enter into any Contractual Obligation (other than this Agreement or any other Loan Document) that, directly or indirectly, (a) limits the ability of (i) any Loan Party to make Restricted Payments to the Borrower or to otherwise transfer property to the Borrower, (ii) any Loan Party to Guarantee Indebtedness of the Borrower or (iii) any Loan Party to create, incur, assume or suffer to exist Liens on property of such Person to secure the Obligations; or (b) requires the grant of a Lien to secure an obligation of such Person if a Lien is granted to secure another obligation of such Person; *provided*, that the foregoing restriction shall not apply to (x) agreements between the Loan Parties and the Lender and (y) customary provisions in shareholders agreements, joint venture agreements, Organizational Documents or similar binding agreements relating to any joint venture or any non-Wholly-Owned Subsidiary and applicable solely to such joint venture or non-Wholly-Owned Subsidiary and the Equity Interests issued thereby.

SECTION 6.07 Changes in Nature of Business. Each Loan Party will not engage to any material extent in any business other than those businesses conducted by the Loan Parties on the date hereof or any business reasonably related or incidental thereto or representing a reasonable expansion thereof.

SECTION 6.08 Restriction on Use of Proceeds. The Loan Parties will not use the proceeds of any borrowing, whether directly or indirectly, and whether immediately, incidentally or ultimately, to purchase or carry Margin Stock, or to extend credit to others for the purpose of purchasing or carrying Margin Stock or to refund indebtedness originally incurred for such purpose.

SECTION 6.09 Modifications of Organizational Documents. Except as may be required pursuant to the PDL Rules and Regulations, the Borrower will not, and will not suffer Seaport Entertainment to, amend, restate, supplement or otherwise modify any of the Borrower's Organizational Documents or any agreement to which it is a party with respect to its Equity Interests (including any stockholders' agreement), or enter into any new agreement with respect to the Borrower's Equity Interests, other than any such amendments, modifications or changes or such new agreements which are not, and could not reasonably be expected to be, adverse in any material respect to the interests of the Lender.

ARTICLE VII.

EVENTS OF DEFAULT

SECTION 7.01 Events of Default. If any of the following events (each, an "Event of Default") shall occur:

(a) the Borrower shall fail to pay any principal of any Loan when and as the same shall become due and payable, whether at the due date thereof or at a date fixed for prepayment thereof or otherwise;

(b) the Borrower shall fail to pay any interest on any Loan, or any fee or any other amount (other than an amount referred to in clause (a) of this Section) payable under this Agreement or under any other Loan Document, when and as the same shall become due and payable, and such failure shall continue unremedied for a period of three (3) or more Business Days;

(c) any representation or warranty made or deemed made by or on behalf of the Borrower in or in connection with this Agreement or any other Loan Document or any amendment or modification hereof or thereof, or any waiver hereunder or thereunder, or in any report, certificate, financial statement or other document furnished pursuant to or in connection with this Agreement or any other Loan Document or any amendment or modification hereof or thereof, or any waiver hereunder or thereunder, shall prove to have been incorrect in any material respect (or, in the case of any such representation or warranty under this Agreement or any other Loan Document already qualified by materiality, such representation or warranty shall prove to have been incorrect) when made or deemed made;

(d) the Borrower shall fail to observe or perform any covenant, condition or agreement contained in Section 5.03(a), 5.04 (with respect to the Borrower's existence) or 5.12 or in Article VI;

(e) the Borrower shall fail to observe or perform any covenant, condition or agreement contained in this Agreement or any other Loan Document (other than those specified in clause (a), (b) or (d) of this Section) and such failure shall continue unremedied for a period of thirty (30) or more days;

(f) (i) any Loan Party shall fail to make any payment when due (whether by scheduled maturity, required prepayment, acceleration, demand, or otherwise) in respect of any Indebtedness (other than Indebtedness under the Loan Documents), in each case beyond the applicable grace period with respect thereto, if any; or (ii) any Loan Party shall fail to observe or perform any other agreement or condition relating to such Indebtedness or contained in any instrument or agreement evidencing, securing or relating thereto, or any other event occurs, the effect of which default or other event is to cause, or to permit the holder or holders or beneficiary or beneficiaries of such Indebtedness (or a trustee or agent on behalf of such holder or holders or beneficiary or beneficiaries) to cause, with the giving of notice if required, such Indebtedness to become due or to be repurchased, prepaid, defeased or redeemed (automatically or otherwise), or an offer to repurchase, prepay, defease or redeem such Indebtedness to be made, prior to its stated maturity; *provided*, that this clause (f)(ii) shall not apply to secured Indebtedness that becomes due as a result of the voluntary sale or transfer of the property or assets securing such Indebtedness, if such sale

or transfer is permitted hereunder and under the documents providing for such Indebtedness and such Indebtedness is repaid when required under the documents providing for such Indebtedness;

(g) an involuntary proceeding shall be commenced or an involuntary petition shall be filed seeking (i) liquidation, reorganization or other relief in respect of any Loan Party or its debts, or of a substantial part of its assets, under any Debtor Relief Law now or hereafter in effect or (ii) the appointment of a receiver, trustee, custodian, sequestrator, conservator or similar official for any Loan Party or for a substantial part of its assets, and, in any such case, such proceeding or petition shall continue undismissed for a period of sixty (60) or more days or an order or decree approving or ordering any of the foregoing shall be entered;

(h) any Loan Party shall (i) voluntarily commence any proceeding or file any petition seeking liquidation, reorganization or other relief under any Debtor Relief Law now or hereafter in effect, (ii) consent to the institution of, or fail to contest in a timely and appropriate manner, any proceeding or petition described in clause (g) of this Section, (iii) apply for or consent to the appointment of a receiver, trustee, custodian, sequestrator, conservator or similar official for any Loan Party or for a substantial part of its assets, (iv) file an answer admitting the material allegations of a petition filed against it in any such proceeding, (v) make a general assignment for the benefit of creditors, (vi) seek or consent to substantive consolidation with Seaport Entertainment or any other Person (other than another Loan Party) in connection with a proceeding under any Debtor Relief Law or (vii) take any action for the purpose of effecting any of the foregoing;

(i) any Loan Party shall become unable, admit in writing its inability or fail generally to pay its debts as they become due;

(j) there is entered against any Loan Party (i) a final judgment or order for the payment of money in an aggregate amount (as to all such judgments and orders) exceeding $2.0 million (to the extent not covered by independent third-party insurance as to which the insurer has been notified of such judgment or order and has not denied or failed to acknowledge coverage), or (ii) a non-monetary final judgment or order that, either individually or in the aggregate, has or could reasonably be expected to have a Material Adverse Effect and, in either case, (A) enforcement proceedings are commenced by any creditor upon such judgment or order, or (B) there is a period of thirty (30) consecutive days during which a stay of enforcement of such judgment, by reason of a pending appeal or otherwise, is not in effect;

(k) a Change of Control shall occur; or

(l) any material provision of any Loan Document, at any time after its execution and delivery and for any reason other than as expressly permitted hereunder or thereunder or satisfaction in full of all Obligations, ceases to be in full force and effect; or the Borrower contests in writing the validity or enforceability of any provision of any Loan Document; or the Borrower denies in writing that it has any or further liability or obligation under any Loan Document, or purports in writing to revoke, terminate or rescind any Loan Document;

then, and in every such event (other than an event with respect to the Borrower described in clause (g) or (h) of this Section), and at any time thereafter during the continuance of such event, the Lender may, by notice to the Borrower, take any or all of the following actions, at the same or different times:

(i) terminate the Revolving Commitment;

(ii) declare the Loans then outstanding to be due and payable in whole (or in part, in which case any principal not so declared to be due and payable may thereafter be declared to be due and payable), and thereupon the principal of the Loans so declared to be due and payable,

together with accrued interest thereon and all fees and other Obligations of the Loan Parties accrued hereunder and under the other Loan Documents, shall become due and payable immediately, without presentment, demand, protest or other notice of any kind, all of which are hereby waived by the Borrower; and

(iii) exercise all rights and remedies available to it and the Lenders under the Loan Documents and Applicable Law;

provided that, in case of any event with respect to the Borrower described in clause (g) or (h) of this Section, the principal of the Loans then outstanding, together with accrued interest thereon and all fees and other Obligations accrued hereunder and under the other Loan Documents, shall automatically become due and payable, in each case without presentment, demand, protest or other notice of any kind, all of which are hereby waived by the Borrower.

SECTION 7.02 Application of Payments. Notwithstanding anything herein to the contrary, following the occurrence and during the continuance of an Event of Default, all payments received on account of the Obligations shall be applied by the Lender as follows:

(i) first, to payment of that portion of the Obligations constituting fees, indemnities and other amounts (other than principal and interest) payable to the Lender (including fees and disbursements and other charges of counsel payable under Section 9.03) arising under the Loan Documents;

(ii) second, to payment of that portion of the Obligations constituting accrued and unpaid interest on the Loans;

(iii) third, to payment of that portion of the Obligations constituting unpaid principal of the Loans;

(iv) fourth, to the payment in full of all other Obligations; and

(v) finally, the balance, if any, after all Obligations have been paid in full, to the Borrower or as otherwise required by Law.

ARTICLE VIII.

[RESERVED]

ARTICLE IX.

MISCELLANEOUS

SECTION 9.01 Notices.

(a) Notices Generally. Except in the case of notices and other communications expressly permitted to be given by telephone (and except as provided in paragraph (b) below), all notices and other communications provided for herein shall be in writing and shall be delivered by hand or overnight courier service, mailed by certified or registered mail or sent by facsimile or email as follows:

(i) if to the Borrower, to it at:

SEG Revolver, LLC

c/o Seaport Entertainment Group Inc.
199 Water Street, 28th Floor
New York, NY 10038
Attn: Anton Nikodemus
Attn:

(ii) if to the Lender, to it at:

Howard Hughes Holdings Inc.
9950 Woodloch Forest Drive, Suite 1100
The Woodlands, TX 77380
Attn: Carlos Olea

with a copy to (which shall not constitute notice):

Latham & Watkins LLP
355 South Grand Avenue, Suite 100
Los Angeles, CA 90071
Attn: Julian Kleindorfer; Abigail Smith
Telephone: (213) 485-1234
Email:

Notices sent by hand or overnight courier service, or mailed by certified or registered mail, shall be deemed to have been given when received; notices sent by facsimile shall be deemed to have been given when sent (except that, if not given during normal business hours for the recipient, shall be deemed to have been given at the opening of business on the next business day for the recipient). Notices delivered through electronic communications, to the extent provided in paragraph (b) below, shall be effective as provided in said paragraph (b).

(b) Electronic Communications. Notices and other communications to the Borrower and the Lender hereunder may be delivered or furnished by electronic communication (including e-mail and Internet or intranet websites) pursuant to procedures approved by it; *provided* that approval of such procedures may be limited to particular notices or communications.

Unless the Lender otherwise prescribes, (i) notices and other communications sent to an e-mail address shall be deemed received upon the sender's receipt of an acknowledgement from the intended recipient (such as by the "return receipt requested" function, as available, return e-mail or other written acknowledgement), and (ii) notices or communications posted to an Internet or intranet website shall be deemed received upon the deemed receipt by the intended recipient, at its e-mail address as described in the foregoing clause (i), of notification that such notice or communication is available and identifying the website address therefor; *provided* that, for both clauses (i) and (ii) above, if such notice, email or other communication is not sent during the normal business hours of the recipient, such notice or communication shall be deemed to have been sent at the opening of business on the next business day for the recipient.

(c) Change of Address, etc. Any party hereto may change its address or facsimile number for notices and other communications hereunder by notice to the other parties hereto.

SECTION 9.02 Waivers; Amendments.

(a) No Waiver; Remedies Cumulative; Enforcement. No failure or delay by the Lender in exercising any right, remedy, power or privilege hereunder or under any other Loan Document shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, remedy, power or privilege, or any abandonment or discontinuance of steps to enforce such a right, remedy, power or privilege, preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights, remedies, powers and privileges of the Lender hereunder and under the Loan Documents are cumulative and are not exclusive of any rights, remedies, powers or privileges that any such Person would otherwise have.

(b) Amendments, Etc. Except as otherwise expressly set forth in this Agreement, no amendment or waiver of any provision of this Agreement or any other Loan Document, and no consent to any departure by any Loan Party therefrom, shall be effective unless (i) in writing executed by each Loan Party party thereto and the Lender and (ii) all necessary PDL Approvals have been obtained in advance thereof, and each such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

SECTION 9.03 Expenses; Indemnity; Damage Waiver.

(a) Costs and Expenses. The Borrower shall pay (i) all reasonable out-of-pocket expenses incurred by the Lender (including the reasonable fees, charges and disbursements of counsel for the Lender), in connection with the preparation, negotiation, execution, delivery and administration of this Agreement and the other Loan Documents, or any amendments, modifications or waivers of the provisions hereof or thereof (whether or not the transactions contemplated hereby or thereby shall be consummated), and (ii) all out-of-pocket expenses incurred by the Lender (including the fees, charges and disbursements of any counsel for the Lender), in connection with the enforcement or protection of its rights (A) in connection with this Agreement and the other Loan Documents, including its rights under this Section, or (B) in connection with the Loans, including all such out-of-pocket expenses incurred during any workout, restructuring or negotiations in respect of the Loans.

(b) Indemnification by the Borrower. The Borrower shall indemnify the Lender and each Related Party of the Lender (each such Person being called an "Indemnitee") against, and hold each Indemnitee harmless from, any and all losses, claims, damages, liabilities and related expenses (including the fees, charges and disbursements of any counsel for any Indemnitee), incurred by any Indemnitee or asserted against any Indemnitee by any Person (including the Borrower) arising out of, in connection with, or as a result of (i) the execution or delivery of this Agreement, any other Loan Document or any agreement or instrument contemplated hereby or thereby, the performance by the parties hereto of their respective obligations hereunder or thereunder or the consummation of the transactions contemplated hereby or thereby, (ii) the Loans or the use or proposed use of the proceeds therefrom, (iii) any actual or alleged presence or release of Hazardous Materials on or from any property owned or operated by the Borrower or any of its Subsidiaries, or any Environmental Liability related in any way to the Borrower or any of its Subsidiaries, or (iv) any actual or prospective claim, litigation, investigation or proceeding relating to any of the foregoing, whether based on contract, tort or any other theory, whether brought by a third party or by any Loan Party, and regardless of whether any Indemnitee is a party thereto; *provided* that such indemnity shall not, as to any Indemnitee, be available to the extent that such losses, claims, damages, liabilities or related expenses (x) are determined by a court of competent jurisdiction by final and nonappealable judgment to have resulted from the gross negligence or willful misconduct of such Indemnitee, (y) result from a claim brought by the Borrower against an Indemnitee for breach in bad faith of such Indemnitee's obligations hereunder or under any other Loan Document, if the Borrower has obtained a final and nonappealable judgment in their favor on such claim as determined by a court of competent jurisdiction or (z) result from a claim not involving an act or omission of the Loan Parties and that is brought by an Indemnitee against another Indemnitee. Paragraph (b) of this Section shall not apply

with respect to Taxes other than any Taxes that represent losses, claims, damages, etc. arising from any non-Tax claim.

(c) Waiver of Consequential Damages, Etc. To the fullest extent permitted by Applicable Law, the Borrower shall not assert, and hereby waive, any claim against any Indemnitee, on any theory of liability, for special, indirect, consequential or punitive damages (as opposed to direct or actual damages) arising out of, in connection with, or as a result of, this Agreement, any other Loan Document or any agreement or instrument contemplated hereby, the transactions contemplated hereby or thereby, the Loans, or the use of the proceeds thereof. No Indemnitee referred to in paragraph (b) above shall be liable for any damages arising from the use by unintended recipients of any information or other materials distributed by it through telecommunications, electronic or other information transmission systems in connection with this Agreement or the other Loan Documents or the transactions contemplated hereby or thereby.

(d) Payments. All amounts due under this Section shall be payable promptly after demand therefor.

(e) Survival. Each party's obligations under this Section shall survive the termination of the Loan Documents and payment of the obligations hereunder.

SECTION 9.04 Successors and Assigns.

(a) Successors and Assigns Generally. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns permitted hereby, except that no Borrower may assign or otherwise transfer any of its respective rights or obligations hereunder without the prior written consent of the Lender and the prior receipt of all necessary PDL Approvals (and any other attempted assignment or transfer by any party hereto shall be null and void). Nothing in this Agreement, expressed or implied, shall be construed to confer upon any Person (other than the parties hereto, their respective successors and assigns permitted hereby, and, to the extent expressly contemplated hereby, the Related Parties of the Lender) any legal or equitable right, remedy or claim under or by reason of this Agreement.

(b) Assignments by Lenders. Subject to the prior receipt of all necessary PDL Approvals, the Lender may at any time assign to one or more assignees all or a portion of its rights and obligations under this Agreement (including all or a portion of its Revolving Commitment and the Loans at the time owing to it); *provided* that no such assignment shall be made to a natural person (or a holding company, investment vehicle or trust for, or owned and operated for the primary benefit of, a natural person). The Lender shall deliver to the Borrower an assignment and assumption agreement evidencing such assignment. The Borrower shall maintain at one of its offices in the United States a copy of each such assignment and assumption agreement delivered to it and a register for the recordation of the names and addresses of the applicable Lenders, and the applicable Revolving Commitments of, and principal amounts (and stated interest) of the applicable Loans owing to, each Lender pursuant to the terms hereof from time to time (the "Register"). The entries in the Register shall be conclusive absent manifest error, and the Borrower and the applicable Lenders shall treat each Person whose name is recorded in the Register pursuant to the terms hereof as a Lender hereunder for all purposes of this Agreement. The Register shall be available for inspection by any Lender, at any reasonable time and from time to time upon reasonable prior notice.

SECTION 9.05 Survival. All covenants, agreements, representations and warranties made by the Loan Parties herein and in any Loan Document or other documents delivered in connection herewith or therewith or pursuant hereto or thereto shall be considered to have been relied upon by the other parties hereto and shall survive the execution and delivery hereof and thereof and the making of the Loans

hereunder, regardless of any investigation made by any such other party or on its behalf and notwithstanding that the Lender may have had notice or knowledge of any Default at the time of any borrowing, and shall continue in full force and effect as long as any Loan or any other Obligation shall remain unpaid or unsatisfied. The provisions of Section 9.03 shall survive and remain in full force and effect regardless of the consummation of the transactions contemplated hereby, the payment in full of the Obligations or the termination of this Agreement or any provision hereof.

SECTION 9.06 Counterparts; Integration; Effectiveness; Electronic Execution.

(a) Counterparts; Integration; Effectiveness. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Agreement and the other Loan Documents constitute the entire contract among the parties relating to the subject matter hereof and supersede any and all previous agreements and understandings, oral or written, relating to the subject matter hereof. This Agreement shall become effective when it shall have been executed by the Lender and the Lender shall have received counterparts hereof that, when taken together, bear the signatures of each of the other parties hereto. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or in electronic (e.g., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart of this Agreement.

(b) Electronic Execution of Loan Documents. The words "execution," "signed," "signature," and words of like import in this Agreement and the other Loan Documents, shall be deemed to include electronic signatures or electronic records, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any Applicable Law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

SECTION 9.07 Severability. If any provision of this Agreement or the other Loan Documents is held to be illegal, invalid or unenforceable, (a) the legality, validity and enforceability of the remaining provisions of this Agreement and the other Loan Documents shall not be affected or impaired thereby and (b) the parties shall endeavor in good faith negotiations to replace the illegal, invalid or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the illegal, invalid or unenforceable provisions. The invalidity of a provision in a particular jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

SECTION 9.08 Governing Law; Jurisdiction; Etc.

(a) Governing Law. This Agreement and the other Loan Documents and any claims, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement or any other Loan Document (except, as to any other Loan Document, as expressly set forth therein) and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the law of the State of New York.

(b) Jurisdiction. The Borrower irrevocably and unconditionally agrees that it will not commence any action, litigation or proceeding of any kind or description, whether in law or equity, whether in contract or in tort or otherwise, against the Lender or any Related Party of the Lender in any way relating to this Agreement or any other Loan Document or the transactions relating hereto or thereto, in any forum other than the courts of the State of New York sitting in New York County, and of the United States District Court for the Southern District of New York sitting in New York County, and any appellate court from any thereof, and each of the parties hereto irrevocably and unconditionally submits to the jurisdiction of such courts and agrees that all claims in respect of any such action, litigation or proceeding may be heard

and determined in such New York State court or, to the fullest extent permitted by Applicable Law, in such federal court. Each of the parties hereto agrees that a final judgment in any such action, litigation or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Nothing in this Agreement or in any other Loan Document shall affect any right that the Lender may otherwise have to bring any action or proceeding relating to this Agreement or any other Loan Document against any Loan Party or its properties in the courts of any jurisdiction.

(c) Waiver of Venue. The Borrower irrevocably and unconditionally waives, to the fullest extent permitted by Applicable Law, any objection that it may now or hereafter have to the laying of venue of any action or proceeding arising out of or relating to this Agreement or any other Loan Document in any court referred to in paragraph (b) of this Section. Each of the parties hereto hereby irrevocably waives, to the fullest extent permitted by Applicable Law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court.

(d) Service of Process. Each party hereto irrevocably consents to service of process in the manner provided for notices in Section 9.01. Nothing in this Agreement will affect the right of any party hereto to serve process in any other manner permitted by Applicable Law.

SECTION 9.09 WAIVER OF JURY TRIAL. EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PERSON HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PERSON WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

SECTION 9.10 Headings. Article and Section headings and the Table of Contents used herein are for convenience of reference only, are not part of this Agreement and shall not affect the construction of, or be taken into consideration in interpreting, this Agreement.

SECTION 9.11 Treatment of Certain Information; Confidentiality. The Lender agrees to maintain the confidentiality of the Information (as defined below), except that Information may be disclosed (a) to its Affiliates and to its Related Parties (it being understood that the Persons to whom such disclosure is made will be informed of the confidential nature of such Information and instructed to keep such Information confidential); (b) to the extent required or requested by any regulatory authority purporting to have jurisdiction over such Person or its Related Parties (including any self-regulatory authority, such as the National Association of Insurance Commissioners); (c) to the extent required by Applicable Laws or by any subpoena or similar legal process; (d) to any other party hereto; (e) in connection with the exercise of any remedies hereunder or under any other Loan Document or any action or proceeding relating to this Agreement or any other Loan Document or the enforcement of rights hereunder or thereunder; (f) subject to an agreement containing provisions substantially the same as (or no less restrictive than) those of this Section, to (i) any assignee of, or any prospective assignee of, any of its rights and obligations under this Agreement, or (ii) any actual or prospective party (or its Related Parties) to any swap, derivative or other transaction under which payments are to be made by reference to the Borrower or its obligations, this Agreement or payments hereunder; (g) on a confidential basis to (i) any rating agency in connection with rating the Borrower or its Subsidiaries or this Agreement or (ii) the CUSIP Service Bureau or any similar

agency in connection with the issuance and monitoring of CUSIP numbers with respect to this Agreement; (h) with the consent of the Borrower; or (i) to the extent such Information (x) becomes publicly available other than as a result of a breach of this Section, or (y) becomes available to the Lender or any of its Affiliates on a nonconfidential basis from a source other than the Borrower who did not acquire such information as a result of a breach of this Section.

For purposes of this Section, "Information" means all information received from the Borrower relating to the Borrower or any of its Subsidiaries or any of their respective businesses, other than any such information that is available to the Lender on a nonconfidential basis prior to disclosure by the Borrower or any of its Subsidiaries; *provided*, *that*, in the case of information received from the Borrower after the date hereof, such information is clearly identified at the time of delivery as confidential. Any Person required to maintain the confidentiality of Information as provided in this Section shall be considered to have complied with its obligation to do so if such Person has exercised the same degree of care to maintain the confidentiality of such Information as such Person would accord to its own confidential information.

SECTION 9.12 PATRIOT Act. To the extent the Lender is subject to the PATRIOT Act, it hereby notifies the Borrower that, pursuant to the requirements of the PATRIOT Act, it may be required to obtain, verify and record information that identifies the Loan Parties, which information includes the name and address of the Loan Parties and other information that will allow the Lender to identify the Loan Parties in accordance with the PATRIOT Act.

SECTION 9.13 Interest Rate Limitation. Notwithstanding anything herein to the contrary, if at any time the interest rate applicable to any Loan or other Obligation owing under this Agreement, together with all fees, charges and other amounts that are treated as interest on such Loan or other Obligation under Applicable Law (collectively, "charges"), shall exceed the maximum lawful rate (the "Maximum Rate") that may be contracted for, charged, taken, received or reserved by the Lender in accordance with Applicable Law, the rate of interest payable in respect of such Loan or other Obligation hereunder, together with all charges payable in respect thereof, shall be limited to the Maximum Rate. To the extent lawful, the interest and charges that would have been paid in respect of such Loan or other Obligation but were not paid as a result of the operation of this Section shall be cumulated and the interest and charges payable to the Lender in respect of the Loans or Obligations or periods shall be increased (but not above the amount collectible at the Maximum Rate therefor) until such cumulated amount, together with interest thereon at the Federal Funds Rate for each day to the date of repayment, shall have been received by the Lender. Any amount collected by the Lender that exceeds the maximum amount collectible at the Maximum Rate shall be applied to the reduction of the principal balance of such Loan or other Obligation or refunded to the Borrower so that at no time shall the interest and charges paid or payable in respect of such Loan or other Obligation exceed the maximum amount collectible at the Maximum Rate.

SECTION 9.14 Payments Set Aside. To the extent that any payment by or on behalf of the Borrower is made to the Lender and such payment or any part thereof is subsequently invalidated, declared to be fraudulent or preferential, set aside or required (including pursuant to any settlement entered into by the Lender in its discretion) to be repaid to a trustee, receiver or any other party, in connection with any proceeding under any Debtor Relief Law or otherwise, then to the extent of such recovery, the obligation or part thereof originally intended to be satisfied shall be revived and continued in full force and effect as if such payment had not been made.

SECTION 9.15 MLB PDL Requirements. This Agreement and the rights of the Lender hereunder, including the exercise of any rights or remedies hereunder, thereunder or in addition thereto, whether existing by statute, law or as a matter of equity, and the obligations of the Borrower hereunder, shall be and are subject to the PDL Rules and Regulations, as reasonably determined by MLB PDL in its

sole discretion, the application or enforcement of which the Lender shall not directly or indirectly oppose, interfere with or seek to limit, whether by action or inaction, in any fashion whatsoever, whether or not explicit reference thereto is made herein or therein, and nothing herein or therein is intended to violate or breach any such PDL Rules and Regulations. Neither the Borrower nor any other Person (other than MLB PDL) shall have any right to enforce any provision of this Section 9.15. MLB PDL is an intended third party beneficiary of the provisions of this Section 9.15 and each other provision in this Agreement that prohibits action without first obtaining PDL Approval and, in addition to its right to waive or enforce the provisions of this Section 9.15, MLB PDL shall be entitled and have the right to waive or enforce such other provisions directly against any party hereto (or their successors and permitted assigns) to the extent that any such other provision is for the benefit of MLB PDL.

[*Remainder intentionally left blank. Signature pages follow*.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized officers as of the day and year first above written.

SEG REVOLVER, LLC,
as Borrower

By: _____
Name:
Title:

HOWARD HUGHES HOLDINGS INC.,
as Lender

By: _____
Name:
Title:

Seaport Entertainment Group Inc.
2024 Equity Incentive Plan

Article 1. Establishment & Purpose

1.1 Establishment. Seaport Entertainment Group Inc., a Delaware corporation hereby establishes the Seaport Entertainment Group Inc. 2024 Equity Incentive Plan, subject to approval of the Company's stockholders (as amended or modified from time to time, the "***Plan***"), as set forth in this document.

1.2 Purpose of the Plan. The purpose of this Plan is to attract, retain and motivate officers, employees, non-employee directors, and consultants providing services to the Company or any of its Subsidiaries or Affiliates, and to promote the success of the Company's business by providing the participants of the Plan with appropriate incentives. In addition, the Plan is intended to govern Awards granted pursuant to or resulting from the adjustment and/or conversion of awards originally granted under the Howard Hughes Corporation 2020 Equity Incentive Plan (the "***2020 HHH Plan***") and awards originally granted under the Howard Hughes Corporation Amended and Restated 2010 Incentive Plan (the "***2010 HHH Plan***" and, together with the 2020 HHH Plan, the "***HHH Plans***") in accordance with the terms of the Employee Matters Agreement (each, an "***Adjusted Award***").

Article 2. Definitions

Whenever capitalized in the Plan, the following terms shall have the meanings set forth below.

2.1 "***2010 HHH Plan***" shall have the meaning set forth in Section 1.2.

2.2 "***2020 HHH Plan***" shall have the meaning set forth in Section 1.2.

2.3 "***Adjusted Award***" shall have the meaning set forth in Section 1.2.

2.4 "***Affiliate***" means any entity that the Company, either directly or indirectly, is in common control with, is controlled by or controls; provided, however, to the extent that Awards must cover "service recipient stock" in order to comply with Section 409A, "Affiliate" shall be limited to those entities which could qualify as an "eligible issuer" under Section 409A.

2.5 "***Award***" means any Option, Stock Appreciation Right, Restricted Stock, Restricted Stock Unit or Other Stock-Based Award that is granted under the Plan, including any Adjusted Award.

2.6 "***Award Agreement***" means a written agreement entered into by the Company and a Participant setting forth the terms and provisions applicable to an Award granted under this Plan.

2.7 "***Beneficial Owner***" or "Beneficial Ownership" shall have the meaning ascribed to such term in Rule 13d-3 of the General Rules and Regulations under the Exchange Act.

2.8 "***Board***" means the Board of Directors of the Company.

2.9 "***Cause***" means, as to any Participant, unless the applicable Award Agreement states otherwise, (i) if such Participant is party to an employment, consulting, or similar type of agreement (each, an "***Employment Agreement***") that contains a definition of "Cause" at the applicable time of determination, "Cause" as defined therein, or (ii) if the Participant is not so a party, (A) the Participant is charged with (x) a felony, or (y) a misdemeanor relating to the business of the Company or any of its Affiliates or involving moral turpitude; (B) the Participant's willful failure to substantially perform his or her duties with the Company or any of its Affiliates (other than any such failure resulting from incapacity due to physical or mental illness); (C) the Participant's engaging in (x) material misconduct or wrongdoing, or illegal conduct in the course of carrying out the Participant's duties with the Company or any of its Affiliates, or (y) any act of material dishonesty involving the Participant's employment with the Company or any of its Affiliates (including, without limitation, fraud, misappropriation, or embezzlement); (D) the Participant's material breach of any written agreement with the Company or any of its Affiliates; (E) the Participant's material violation of the Company's (or any of its Affiliates') code of conduct, employee handbook or other policies applicable to the Participant (including, without limitation, any policy regarding sexual harassment or discrimination); or (F) the Participant's failure to reasonably cooperate with an investigation by any governmental authority; provided, in any case, that a Participant's resignation after an event that would be grounds for a termination for Cause will be treated as a termination for Cause hereunder.

2.10 "***Change of Control***" unless otherwise specified in the Award Agreement, means the occurrence of any of the following events:

(a) any consolidation, amalgamation, or merger of the Company with or into any other Person, or any other corporate reorganization, business combination, transaction or transfer of securities of the Company by its stockholders, or a series of transactions (including the acquisition of capital stock of the Company), whether or not the Company is a party thereto, in which the stockholders of the Company immediately prior to such consolidation, merger, reorganization, business combination or transaction, collectively have Beneficial Ownership, directly or indirectly, of capital stock representing directly, or indirectly through one or more entities, less than fifty percent (50%) of the equity (measured by economic value or voting power (by contract, share ownership or otherwise)) of the Company or other surviving entity immediately after such consolidation, merger, reorganization, business combination or transaction; provided that in no event will the acquisition of capital stock by Pershing Square Capital Management, L.P. or its affiliated and managed funds constitute a "Change of Control";

(b) the sale or disposition, in one transaction or a series of related transactions, of all or substantially all of the assets of the Company to any Person;

(c) during any period of twelve (12) consecutive months, individuals who as of the beginning of such period constituted the entire Board (together with any new

directors whose election by such Board or nomination for election by the Company's shareholders was approved by a vote of at least two-thirds of the directors of the Company, then still in office, who were directors at the beginning of the period or whose election or nomination for election was previously so approved) cease for any reason to constitute a majority thereof; or

(d) approval by the shareholders of the Company of a complete liquidation or dissolution of the Company.

Notwithstanding the foregoing, if a Change of Control constitutes a payment event with respect to any Award (or any portion of an Award) that provides for the deferral of compensation that is subject to Section 409A, to the extent required to avoid the imposition of additional taxes under Section 409A, the transaction or event described in clause (a), (b), (c), or (d) above with respect to such Award (or portion thereof) shall only constitute a Change of Control for purposes of the payment timing of such Award if such transaction also constitutes a "change in control event," as defined in Treasury Regulation Section 1.409A-3(i)(5). The Committee shall have full and final authority, which shall be exercised in its sole discretion, to construe or resolve any ambiguity in the foregoing definition; provided that any exercise of authority in conjunction with a determination of whether a Change of Control is a "change in control event" as defined in Treasury Regulation Section 1.409A-3(i)(5) shall be consistent with such regulation.

2.11 "***Code***" means the U.S. Internal Revenue Code of 1986, as amended from time to time.

2.12 "***Committee***" means the Compensation Committee of the Board or any other committee designated by the Board to administer this Plan. To the extent applicable, the Committee shall have at least two members, each of whom shall be (i) a Non-Employee Director, and (ii) an "independent director" within the meaning of the listing requirements of any exchange on which the Company is listed.

2.13 "***Company***" means Seaport Entertainment Group Inc., a Delaware corporation, and any successor thereto.

2.14 "***Consultant***" means any person or entity that provides bona fide services to the Company or any Affiliate or Subsidiary as a consultant or advisor, excluding any Employee or Director, and that may be offered securities registrable pursuant to a registration statement on Form S-8 under the Securities Act of 1933, as amended, and any successor thereto.

2.15 "***Director***" means a member of the Board who is not an Employee.

2.16 "***Director Award Limit***" shall have the meaning set forth in Section 5.2.

2.17 "***Distribution*****"** shall have the meaning provided in that certain Separation and Distribution Agreement dated on or about , 2024 (as amended or otherwise modified from time to time), by and between the Company and HHH.

2.18 "***Effective Date***" means the date set forth in Section 13.20.

2.19 "***Employee***" means an officer or other employee of the Company, a Subsidiary, or Affiliate, including a member of the Board who is an employee of the Company, a Subsidiary, or Affiliate.

2.20 **"*Employee Matters Agreement*"** means that certain Employee Matters Agreement dated on or about , 2024 (as amended or otherwise modified from time to time), by and between the Company and HHH.

2.21 "***Exchange Act***" means the Securities Exchange Act of 1934, as amended from time to time.

2.22 "***Fair Market Value***" means, as of any date, the per Share value determined as follows, in accordance with applicable provisions of Section 409A:

(a) The closing price of a Share on a recognized national exchange or any established over-the-counter trading system on which dealings take place, or if no trades were made on any such day, the immediately preceding day on which trades were made; or

(b) In the absence of an established market for the Shares of the type described in (a) above, the per Share Fair Market Value thereof shall be determined by the Committee in good faith and in accordance with applicable provisions of Section 409A.

2.23 "***HHH***" means Howard Hughes Holdings Inc., a Delaware corporation.

2.24 "***HHH Plans***" shall have the meaning set forth in Section 1.2.

2.25 "***Incentive Stock Option***" means an Option intended to meet the requirements of an incentive stock option as defined in Section 422 of the Code and designated as an Incentive Stock Option.

2.26 "***Non-Employee Director***" means a person defined in Rule 16b-3(b)(3) promulgated by the Securities and Exchange Commission under the Exchange Act, or any successor definition adopted by the Securities and Exchange Commission.

2.27 "***Nonqualified Stock Option***" means an Option that is not an Incentive Stock Option.

2.28 "***Option***" means any stock option granted under Article 6.

2.29 "***Option Price***" means the purchase price per Share subject to an Option, as determined pursuant to Section 6.2.

2.30 "***Other Stock-Based Award***" shall have the meaning set forth in Article 9.

2.31 "***Participant***" means (a) any eligible Employee, Director, or Consultant as set forth in Section 4.1 to whom an Award is granted and (b) with respect to Adjusted Awards, any person

who receives an Adjusted Award in accordance with the terms of the Employee Matters Agreement.

2.32 "***Person***" shall have the meaning ascribed to such term in Section 3(a)(9) of the Exchange Act and used in Sections 13(d) and 14(d) thereof, including a "group" as defined in Section 13(d) thereof.

2.33 "***Plan***" shall have the meaning ascribed to such term in Section 1.1.

2.34 "***Restricted Stock***" means an Award of Shares, which Shares are subject to forfeiture upon the occurrence of specified events (or failure of specified events) to occur, granted under Article 8.

2.35 "***Restricted Stock Unit***" or "***RSU***" means an unfunded and unsecured promise to deliver Shares, cash, other securities, or other property, subject to certain restrictions (which may include, without limitation, a requirement that the Participant remain continuously employed or provide continuous services for a specified period of time, or a requirement that certain subjective or objective performance goals are satisfied).

2.36 "***Restriction Period***" means the period during which Restricted Stock awarded under Article 8 is subject to forfeiture.

2.37 "***Service***" means service as an Employee, Director, or Consultant, subject to Section 13.21 with respect to Adjusted Awards.

2.38 "***Share***" means a share of common stock of the Company, par value $0.01 per share, or such other class or kind of shares or other securities resulting from the application of Article 11.

2.39 "***Stock Appreciation Right***" means any right granted under Article 7.

2.40 "***Subsidiary***" means any corporation, partnership, limited liability company or other legal entity of which the Company, directly or indirectly, owns stock or other equity interests possessing fifty percent (50%) or more of the total combined voting power of all classes of stock or other equity interests (as determined in a manner consistent with Section 409A).

2.41 "***Ten Percent Shareholder***" means a person who on any given date owns, either directly or indirectly (taking into account the attribution rules contained in Section 424(d) of the Code), stock possessing more than ten percent (10%) of the total combined voting power of all classes of stock of the Company or a Subsidiary or Affiliate.

Article 3. Administration

3.1 Authority of the Committee. The Plan shall be administered by the Committee, which shall have full power to interpret and administer the Plan and Award Agreements and full authority to select the Employees, Directors, and Consultants to whom Awards will be granted, and to determine the type and amount of Awards to be granted to each such Employee, Director, or Consultant, and the terms and conditions of Awards and Award Agreements. Without limiting

the generality of the foregoing, the Committee may, in its sole discretion but subject to the limitations in Article 12, clarify, construe, or resolve any ambiguity in any provision of the Plan or any Award Agreement, extend the term or period of exercisability of any Awards, or waive any terms or conditions applicable to any Award. Awards may, in the discretion of the Committee, be made under the Plan in assumption of, or in substitution for, outstanding awards previously granted by the Company or any of its Subsidiaries or Affiliates or a company acquired by the Company or with which the Company combines. The Committee shall have full and exclusive discretionary power to adopt rules, forms, instruments, and guidelines for administering the Plan as the Committee deems necessary or proper. All actions taken and all interpretations and determinations made by the Committee or by the Board (or any other committee or sub-committee thereof), as applicable, shall be final and binding upon the Participants, the Company, and all other interested individuals. Notwithstanding anything to the contrary in the Plan or in any Award Agreement, the Board may, in its sole discretion, at any time and from time to time, grant Awards and administer the Plan with respect to Awards, or interpret the terms and provisions of the Plan and any applicable Award Agreement, in each case subject to the applicable rules of the securities exchange or inter-dealer quotation system on which the Shares are listed or quoted. In any such case, the Board shall have all the authority granted to the Committee under the Plan and any Award Agreement.

3.2 Delegation. The Committee may delegate to one or more of its members or one or more executive officers of the Company such administrative duties or powers as it may deem advisable; provided that no delegation shall be permitted under the Plan that is prohibited by applicable law.

3.3 Indemnification. No member of the Board, the Committee, or any employee or agent of the Company or any of its Affiliates (each such Person, an "***Indemnifiable Person***") shall be liable for any action taken or omitted to be taken or any determination made with respect to the Plan or any Award hereunder (except as provided in this Section 3.3). Each Indemnifiable Person shall be indemnified and held harmless by the Company against and from any loss, cost, liability, or expense (including attorneys' fees) that may be imposed upon or incurred by such Indemnifiable Person in connection with or resulting from any action, suit, or proceeding to which such Indemnifiable Person may be a party or in which such Indemnifiable Person may be involved by reason of any action taken or omitted to be taken or determination made with respect to the Plan or any Award hereunder and against and from any and all amounts paid by such Indemnifiable Person with the Company's approval, in settlement thereof, or paid by such Indemnifiable Person in satisfaction of any judgment in any such action, suit, or proceeding against such Indemnifiable Person, and the Company shall advance to such Indemnifiable Person any such expenses promptly upon written request (which request shall include an undertaking by the Indemnifiable Person to repay the amount of such advance if it shall ultimately be determined, as provided below, that the Indemnifiable Person is not entitled to be indemnified); provided, that the Company shall have the right, at its own expense, to assume and defend any such action, suit, or proceeding and once the Company gives notice of its intent to assume the defense, the Company shall have sole control over such defense with counsel of the Company's choice. The foregoing right of indemnification shall not be available to an Indemnifiable Person to the extent that such right of indemnification is otherwise prohibited by law, by the

organizational documents of the Company or its applicable Affiliate, or the applicable directors' and officers' indemnification insurance policy maintained by the Company or its applicable Affiliate. The foregoing right of indemnification shall not be exclusive of or otherwise supersede any other rights of indemnification to which such Indemnifiable Persons may be entitled under the organizational documents of the Company or its applicable Affiliates, as a matter of law, under an individual indemnification agreement or contract, or otherwise, or any other power that the Company may have to indemnify such Indemnifiable Persons or hold such Indemnifiable Persons harmless.

Article 4. Eligibility and Participation; Vesting

4.1 Eligibility. Participants will consist of such Employees, Directors, and Consultants as the Committee in its sole discretion determines and whom the Committee may designate from time to time to receive Awards. Designation of a Participant in any year shall not require the Committee to designate such person to receive an Award in any other year or, once designated, to receive the same type or amount of Award as granted to the Participant in any other year.

4.2 Type of Awards. Awards under the Plan may be granted in any one or a combination of: (a) Options, (b) Stock Appreciation Rights, (c) Restricted Stock, (d) RSUs, and (e) Other Stock-Based Awards. Awards granted under the Plan shall be evidenced by Award Agreements (which need not be identical) that provide additional terms and conditions associated with such Awards, as determined by the Committee in its sole discretion; provided, however, that, except as otherwise contemplated by the terms of the Plan, in the event of any conflict between the provisions of the Plan and any such Award Agreement, the provisions of the Plan shall prevail.

4.3 Vesting. The Committee may condition the grant of any Award under the Plan or the vesting of any such Award upon the achievement or satisfaction of one or more condition(s) (including, without limitation, a requirement that the Participant remain continuously employed or provide continuous services for a specified period of time, or a requirement that certain subjective or objective performance goals are satisfied), as specified in the applicable Award Agreement; provided, however, that a number of Shares equal to no more than five percent (5%) of the Absolute Share Limit (as adjusted pursuant to Article 11) shall be subject to Awards granted to Participants with vesting conditions that lapse over a period of less than one (1) year (it being understood that, in the case of a Non-Employee Director, an Award may be granted to such Non-Employee Director on or promptly following the Company's annual meeting of stockholders in a given year that vests upon the Company's annual meeting of stockholders in the following year that occurs at least fifty (50) weeks following such preceding meeting without counting against this limitation). If the specified conditions are not so achieved or satisfied, the Committee shall not grant such Award to such Participant or the Award shall not vest and shall be forfeited, as applicable, unless otherwise determined by the Committee in its sole discretion.

Article 5. Shares Subject to the Plan and Maximum Awards

5.1 General. Subject to adjustment as provided in Article 11, the maximum number of Shares available for issuance to Participants pursuant to Awards (including, for the avoidance of doubt, Adjusted Awards) under the Plan is 6,800,000 Shares (the "***Absolute Share Limit***"). The

number of Shares available for granting Incentive Stock Options under the Plan shall not exceed the Absolute Share Limit, subject to Article 11 and the provisions of Sections 422 or 424 of the Code and any successor provisions. The Shares available for issuance under the Plan may consist, in whole or in part, of authorized and unissued Shares or treasury Shares.

5.2 Director Award Limits. The aggregate Awards granted under the Plan to any Director in any fiscal year shall not exceed a total value of $675,000, calculating the value of any such Awards based on the grant date fair value of such Awards for financial reporting purposes (the "***Director Award Limit***"); *provided, however*, that Adjusted Awards shall not be subject to the limitation set forth in this Section 5.2.

5.3 Share Recycling. In the event that any outstanding Award expires, is forfeited, canceled or otherwise terminated without the issuance of Shares or is otherwise settled for cash, the Shares subject to such Award, to the extent of any such forfeiture, cancellation, expiration, termination or settlement for cash, shall again be available for Awards under the Plan; provided, however, that any Shares (x) withheld or tendered in payment of any applicable Option Price, grant price, strike price, or taxes relating to any Award, or (y) repurchased by the Company using proceeds from exercise of an Option, shall be deemed to constitute Shares issued to the applicable Participant and shall not again be available for Awards under the Plan. For the avoidance of doubt, the gross number of Shares underlying a stock-settled Stock Appreciation Right shall reduce the Absolute Share Limit when such Stock Appreciation Right is settled in Shares.

5.4 Substitute Awards. Awards may, in the sole discretion of the Committee, be granted under the Plan in assumption of, or in substitution for, outstanding Awards previously granted by an entity directly or indirectly acquired by the Company or with which the Company combines ("***Substitute Awards***"). Substitute Awards shall not be counted against the Absolute Share Limit or a Participant's Director Award Limit; provided, that Substitute Awards issued in connection with the assumption of, or in substitution for, outstanding Options intended to qualify as Incentive Stock Options shall be counted against the aggregate number of Shares available for Awards of Incentive Stock Options under the Plan. Subject to applicable stock exchange requirements and applicable law, available shares under a stockholder-approved plan of an entity directly or indirectly acquired by the Company or with which the Company combines (as appropriately adjusted to reflect the acquisition or combination transaction) may be used for Awards under the Plan and shall not reduce the number of Shares available for issuance under the Plan.

Article 6. Stock Options

6.1 Grant of Options. The Committee is hereby authorized to grant Options to Participants. Each Option shall permit a Participant to purchase from the Company a stated number of Shares at an Option Price established by the Committee, subject to the terms and conditions described in this Article 6 and to such additional terms and conditions, as established by the Committee, in its sole discretion, that are consistent with the provisions of the Plan. Options shall be designated as either Incentive Stock Options or Nonqualified Stock Options, provided that Options granted to Directors shall be Nonqualified Stock Options. An Option granted as an Incentive Stock Option shall, to the extent it fails to qualify as an Incentive Stock Option, be treated as a Nonqualified

Stock Option. Neither the Committee, the Board, the Company, any of its Subsidiaries or Affiliates, nor any of their employees and representatives shall be liable to any Participant or to any other Person if it is determined that an Option intended to be an Incentive Stock Option does not qualify as an Incentive Stock Option. Each Option shall be evidenced by an Award Agreement which shall state the number of Shares covered by such Option. Such agreements shall conform to the requirements of the Plan, and may contain such other provisions, as the Committee shall deem advisable.

6.2 Terms of Option Grant. Except with respect to Adjusted Awards, the Option Price shall be determined by the Committee at the time of grant but shall not be less than one hundred percent (100%) of the Fair Market Value of a Share on the date of grant. In the case of any Incentive Stock Option granted to a Ten Percent Shareholder, the Option Price shall not be less than one hundred ten percent (110%) of the Fair Market Value of a Share on the date of grant.

6.3 Option Term. The term of each Option shall be determined by the Committee at the time of grant and shall be stated in the Award Agreement, but in no event shall such term be greater than ten (10) years (or, in the case of an Incentive Stock Option granted to a Ten Percent Shareholder, five (5) years).

6.4 Method of Exercise. Except as otherwise provided in the Plan or in an Award Agreement, an Option may be exercised for all, or from time to time any part, of the Shares for which it is then vested and/or exercisable. For purposes of this Article 6, the exercise date of an Option shall be the later of the date a notice of exercise is received by the Company and, if applicable, the date payment is received by the Company pursuant to clauses (i), (ii), (iii) or (iv) of the following sentence (including the applicable tax withholding pursuant to Section 13.4). The aggregate Option Price for the Shares as to which an Option is exercised shall be paid to the Company in full at the time of exercise at the election of the Participant (i) in cash or its equivalent (e.g., by cashier's check), (ii) to the extent permitted by the Committee, in Shares (whether or not previously owned by the Participant) having a Fair Market Value equal to the aggregate Option Price for the Shares being purchased and satisfying such other requirements as may be imposed by the Committee, (iii) partly in cash and, to the extent permitted by the Committee, partly in such Shares (as described in (ii) above) or (iv) if there is a public market for the Shares at such time, subject to such requirements as may be imposed by the Committee, through the delivery of irrevocable instructions to a broker to sell Shares obtained upon the exercise of the Option and to deliver promptly to the Company an amount out of the proceeds of such sale equal to the aggregate Option Price for the Shares being purchased. The Committee may prescribe any other method of payment that it determines to be consistent with applicable law and the purpose of the Plan.

6.5 Limitations on Incentive Stock Options. Incentive Stock Options may be granted only to employees of the Company or of a "parent corporation" or "subsidiary corporation" (as such terms are defined in Section 424 of the Code) at the date of grant. The aggregate Fair Market Value (generally determined as of the time the Option is granted) of the Shares with respect to which Incentive Stock Options are exercisable for the first time by a Participant during any calendar year under all plans of the Company and of any "parent corporation" or "subsidiary

corporation" shall not exceed one hundred thousand dollars ($100,000), or the Option shall be treated as a Nonqualified Stock Option. For purposes of the preceding sentence, Incentive Stock Options will be taken into account generally in the order in which they are granted. Each provision of the Plan and each Award Agreement relating to an Incentive Stock Option shall be construed so that each Incentive Stock Option shall be an incentive stock option as defined in Section 422 of the Code, and any provisions of the Award Agreement thereof that cannot be so construed shall be disregarded.

Article 7. Stock Appreciation Rights

7.1 Grant of Stock Appreciation Rights. The Committee is hereby authorized to grant Stock Appreciation Rights to Participants, including a grant of Stock Appreciation Rights in tandem with any Option at the same time such Option is granted (a "***Tandem SAR***"). Stock Appreciation Rights shall be evidenced by Award Agreements that shall conform to the requirements of the Plan and may contain such other provisions, as the Committee shall deem advisable. Subject to the terms of the Plan and any applicable Award Agreement, a Stock Appreciation Right granted under the Plan shall confer on the holder thereof a right to receive, upon exercise thereof, the excess of (a) the Fair Market Value of a specified number of Shares on the date of exercise over (b) the grant price or strike price of the right as specified by the Committee on the date of the grant. Such payment may be in the form of cash, Shares, other property or any combination thereof, as the Committee shall determine in its sole discretion.

7.2 Terms of Stock Appreciation Right. Subject to the terms of the Plan and any applicable Award Agreement, the grant price or strike price (which shall not be less than one hundred percent (100%) of the Fair Market Value of a Share on the date of grant), term, methods of exercise, methods of settlement, and any other terms and conditions of any Stock Appreciation Right shall be as determined by the Committee. The Committee may impose such other conditions or restrictions on the exercise of any Stock Appreciation Right as it may deem appropriate. No Stock Appreciation Right shall have a term of more than ten (10) years from the date of grant.

7.3 Tandem Stock Appreciation Rights and Options. A Tandem SAR shall be exercisable only to the extent that the related Option is exercisable and shall expire no later than the expiration of the related Option. Upon the exercise of all or a portion of a Tandem SAR, a Participant shall be required to forfeit the right to purchase an equivalent portion of the related Option (and, when a Share is purchased under the related Option, the Participant shall be required to forfeit an equivalent portion of the Stock Appreciation Right).

Article 8. Restricted Stock and Restricted Stock Units

8.1 Grant of Restricted Stock and Restricted Stock Units. An Award of Restricted Stock is a grant by the Committee of a specified number of Shares to the Participant, which Shares are subject to forfeiture upon the occurrence of specified events (or failure of specified events to occur). An Award of Restricted Stock Units (or RSUs) is a grant by the Committee of an unfunded and unsecured promise to deliver a specified number of Shares or a specified amount of cash, other securities, or other property (which may be valued by reference to a specified

number of Shares or otherwise) upon the occurrence of specified events. Restricted Stock and RSUs shall be evidenced by an Award Agreement, which shall conform to the requirements of the Plan and may contain such other provisions, as the Committee shall deem advisable.

8.2 Terms of Restricted Stock and RSU Awards. Each Award Agreement evidencing a Restricted Stock or RSU grant shall specify the period(s) of restriction, the number of Shares subject to the Award, the performance, employment, or other conditions (including the termination of a Participant's Service whether due to death, disability, or other reason) under which the Restricted Stock or RSUs may vest or be forfeited to the Company and such other provisions as the Committee shall determine.

8.3 Stock Certificates and Book-Entry Notation; Escrow or Similar Arrangement. Upon the grant of Restricted Stock, the Committee shall cause a stock certificate registered in the name of the Participant to be issued or shall cause Shares to be registered in the name of the Participant and held in book-entry form subject to the Company's directions and, if the Committee determines that the Restricted Stock shall be held by the Company or in escrow rather than issued to the Participant pending the release of the applicable restrictions, the Committee may require the Participant to additionally execute and deliver to the Company (i) an escrow agreement satisfactory to the Committee, if applicable, and (ii) the appropriate stock power (endorsed in blank) with respect to the Restricted Stock covered by such agreement. If a Participant shall fail to execute and deliver (in a manner permitted under an Award Agreement or as otherwise determined by the Committee) an agreement evidencing an Award of Restricted Stock and, if applicable, an escrow agreement and blank stock power within the amount of time specified by the Committee, the Award shall be null and void. To the extent shares of Restricted Stock are forfeited, any stock certificates issued to the Participant evidencing such shares shall be returned to the Company, and all rights of the Participant to such shares and as a stockholder with respect thereto shall terminate without further obligation on the part of the Company.

8.4 Voting and Dividend Rights. Unless otherwise provided in an Award Agreement, Participants shall have none of the rights of a stockholder of the Company with respect to Restricted Stock until the end of the Restriction Period; provided, that, except as otherwise provided in an Award Agreement and subject to any restrictions contained therein, Participants shall have the right to vote and receive dividends on Restricted Stock during the Restriction Period subject to the restrictions in Section 13.3. A Participant shall have no rights or privileges as a stockholder as to Restricted Stock Units, except as otherwise expressly set forth in an Award Agreement.

8.5 Issuance of Restricted Stock and Settlement of Restricted Stock Units.

(a) Upon the expiration of the Restriction Period with respect to any shares of Restricted Stock, the restrictions set forth in the applicable Award Agreement shall be of no further force or effect with respect to such shares, except as set forth in the applicable Award Agreement. If an escrow arrangement is used, upon such expiration the Company shall issue to the Participant or the Participant's beneficiary, without charge, the stock certificate (or, if applicable, a notice evidencing a book-entry notation) evidencing the shares of Restricted Stock

which have not then been forfeited and with respect to which the Restriction Period has expired.

(b) Unless otherwise provided by the Committee in an Award Agreement or otherwise, upon vesting or lapse of any restrictions applicable to any outstanding Restricted Stock Units, the Company shall issue to the Participant or the Participant's beneficiary, without charge, one Share (or other securities or other property, as applicable) for each such outstanding Restricted Stock Unit; provided, however, that the Committee may, in its sole discretion, elect to pay cash or part cash and part Shares in lieu of issuing only Shares in respect of such Restricted Stock Units. If a cash payment is made in lieu of issuing Shares in respect of such Restricted Stock Units, the amount of such payment shall be equal to the Fair Market Value per Share as of the date on which such Restricted Stock Units have vested or any applicable restrictions thereon have lapsed.

8.6 Legends on Restricted Stock. Each certificate, if any, or book entry representing Restricted Stock awarded under the Plan, if any, shall bear a legend or book entry notation substantially in the form of the following, in addition to any other information the Company deems appropriate, until the lapse of all restrictions with respect to such Shares:

TRANSFER OF THIS CERTIFICATE AND THE SHARES REPRESENTED HEREBY IS RESTRICTED PURSUANT TO THE TERMS OF THE SEAPORT ENTERTAINMENT GROUP INC. 2024 EQUITY INCENTIVE PLAN AND A RESTRICTED STOCK AWARD AGREEMENT BETWEEN SEAPORT ENTERTAINMENT GROUP INC. AND THE PARTICIPANT. A COPY OF SUCH PLAN AND AWARD AGREEMENT IS ON FILE AT THE PRINCIPAL EXECUTIVE OFFICES OF SEAPORT ENTERTAINMENT GROUP INC.

8.7 Section 83(b) Election. If a Participant makes an election pursuant to Section 83(b) of the Code concerning Restricted Stock, the Participant shall be required to file promptly a copy of such election with the Company.

Article 9. Other Stock-Based Awards

The Committee, in its sole discretion, may grant Awards of Shares and Awards that are valued, in whole or in part, by reference to, or are otherwise based on the Fair Market Value of, Shares (the "***Other Stock-Based Awards***"), including without limitation, deferred stock units and other "phantom" awards. Such Other Stock-Based Awards shall be in such form, and dependent on such conditions, as the Committee shall determine, including, without limitation, the right to receive one or more Shares (or the equivalent cash value of such Shares) upon the completion of a specified period of Service, the occurrence of an event and/or the attainment of performance objectives. Other Stock-Based Awards may be granted alone or in addition to any other Awards granted under the Plan. Subject to the provisions of the Plan, the Committee shall determine to whom and when Other Stock-Based Awards will be made, the number of Shares to be awarded under (or otherwise related to) such Other Stock-Based Awards, whether such Other Stock-Based Awards shall be settled in cash, Shares or a combination of cash and Shares, and all other terms and conditions of such Awards (including, without limitation, the vesting provisions

thereof and provisions ensuring that all Shares so awarded and issued shall be fully paid and non-assessable).

Article 10. Compliance with Section 409A of the Code and Section 457A of the Code

10.1 General. The Company intends that any Awards be structured in compliance with, or to satisfy an exemption from, Section 409A of the Code and all regulations, guidance, compliance programs and other interpretative authority thereunder ("***Section 409A***"), such that there are no adverse tax consequences, interest, or penalties as a result of the Awards. In the event any Award is subject to Section 409A, the Committee may, in its sole discretion and without a Participant's prior consent, amend the Plan and/or Awards, adopt policies and procedures, or take any other actions (including amendments or implementation of policies, procedures and actions with retroactive effect) as are necessary or appropriate to (i) exempt the Plan and/or any Award from the application of Section 409A, (ii) preserve the intended tax treatment of any such Award, or (iii) comply with the requirements of Section 409A, including, without limitation, any such regulations, guidance, compliance programs and other interpretative authority that may be issued after the date of grant of an Award.

10.2 Payments to Specified Employees. Notwithstanding any contrary provision in the Plan or an Award Agreement, any payment(s) of "nonqualified deferred compensation" (within the meaning of Section 409A) that are otherwise required to be made under the Plan to a "specified employee" (as defined under Section 409A) as a result of his or her separation from Service (other than a payment that is not subject to Section 409A) shall be delayed for the first six (6) months following such separation from service (or, if earlier, the date of death of the specified employee) and shall instead be paid (in a manner set forth in the Award Agreement) on the payment date that immediately follows the end of such six-month period or as soon as administratively practicable within ninety (90) days thereafter, but in no event later than the end of the applicable taxable year in which such six-month period ends.

10.3 Separation from Service. A termination of Service shall not be deemed to have occurred for purposes of any provision of the Plan or any Award Agreement providing for the payment of any amounts or benefits that are considered nonqualified deferred compensation under Section 409A upon or following a termination of Service, unless such termination is also a "separation from service" within the meaning of Section 409A and the payment thereof prior to a "separation from service" would violate Section 409A. For purposes of any such provision of the Plan or any Award Agreement relating to any such payments or benefits, references to a "termination," "termination of employment," "termination of Service" or like terms shall mean "separation from service."

10.4 Section 457A. In the event any Award is subject to Section 457A of the Code ("***Section 457A***"), the Committee may, in its sole discretion and without a Participant's prior consent, amend the Plan and/or Awards, adopt policies and procedures, or take any other actions (including amendments, policies, procedures and actions with retroactive effect) as are necessary or appropriate to (i) exempt the Plan and/or any Award from the application of Section 457A, (ii) preserve the intended tax treatment of any such Award, or (iii) comply with the requirements of

Section 457A, including without limitation any such regulations, guidance, compliance programs and other interpretative authority that may be issued after the date of the grant.

Article 11. Adjustments

11.1 Adjustments in Authorized Shares and Awards. In the event of any corporate event or transaction involving the Company, a Subsidiary and/or an Affiliate (including, but not limited to, a change in the Shares of the Company or the capitalization of the Company or a Change of Control) such as a merger, consolidation, reorganization, recapitalization, separation, stock dividend, stock split, reverse stock split, split up, spin-off, combination of Shares, exchange of Shares, dividend in kind, amalgamation, or other like change in capital structure (other than regular cash dividends to shareholders of the Company), or any similar corporate event or transaction that the Committee determines, in its sole discretion, could result in dilution or enlargement of the rights intended to be granted to, or available for, Participants, the Committee shall substitute or adjust, as it deems equitable in its sole discretion, the number and kind of Shares or other property that may be issued under the Plan (including, without limitation, the Absolute Share Limit) or under particular forms of Awards, the number and kind of Shares or other property subject to outstanding Awards, the Option Price, grant price, strike price or purchase price applicable to outstanding Awards, the Director Award Limit, and/or other value determinations applicable to the Plan or outstanding Awards.

11.2 Change of Control. Upon the occurrence of a Change of Control after the Effective Date, unless otherwise specifically prohibited under applicable laws or by the rules and regulations of any governing governmental agencies or national securities exchanges, or unless otherwise provided in an applicable Employment Agreement or the Committee shall determine otherwise in an Award Agreement, the Committee shall make one or more of the following adjustments to the terms and conditions of outstanding Awards: (i) continuation or assumption of such outstanding Awards under the Plan by the Company (if it is the surviving company or corporation) or by the surviving company or corporation or its parent; or (ii) substitution by the surviving company or corporation or its parent of awards with substantially the same value (as determined by the Committee in its sole discretion, and which may be based on the intrinsic (or "spread") value in the case of Options and Stock Appreciation Rights) and vesting terms for such outstanding Awards; provided, that, any Options and Stock Appreciation Rights with an Option Price, grant price, or strike price, as applicable, that is equal to or greater than the per Share value to be paid in the Change of Control transaction to holders of Shares (or, if no such consideration is paid, the Fair Market Value of a Share at the time of such Change of Control transaction) shall be canceled immediately upon the consummation of such Change of Control for no consideration. Except as otherwise provided in an applicable Employment Agreement or Award Agreement, any unvested portion of such continued, assumed, or substituted Awards shall vest in full upon an applicable Participant's termination without Cause that occurs within twelve (12) months following the consummation of such Change of Control, with any applicable performance metrics deemed achieved at a level established by the Committee in its sole discretion prior to such consummation.

Article 12. Duration, Amendment, Modification, Suspension and Termination

12.1 Duration of the Plan. Unless sooner terminated as provided in Section 12.2, the Plan shall terminate on the tenth (10th) anniversary of the earlier of (i) the date on which the Plan is adopted by the Board, or (ii) the Effective Date.

12.2 Amendment, Modification, Suspension and Termination of Plan. The Committee may amend, alter, suspend, discontinue, or terminate (for purposes of this Section 12.2, an "***Action***") the Plan or any portion thereof or any Award (or Award Agreement) thereunder at any time; provided that no such Action shall be made, other than as permitted under Article 10 or 11, (i) without shareholder approval (A) if such approval is necessary to comply with any tax or regulatory requirement applicable to the Plan, (B) if such Action increases the number of Shares available under the Plan (other than an increase permitted under Article 5 absent shareholder approval), (C) if such Action results in a material increase in benefits permitted under the Plan (but excluding increases that are immaterial or that are minor and to benefit the administration of the Plan, to take account of any changes in applicable law, or to obtain or maintain favorable tax, exchange, or regulatory treatment for the Company, a Subsidiary, and/or an Affiliate) or a change in eligibility requirements under the Plan, or (D) for any Action that results in (x) a reduction of the Option Price, grant price or strike price per Share, as applicable, of any outstanding Options or Stock Appreciation Rights, (y) cancellation of any outstanding Options or Stock Appreciation Rights in exchange for (I) cash, or (II) a new Option or Stock Appreciation Right (with a lower Option Price, grant price or strike price per Share, as the case may be) or other Awards, in each case with greater intrinsic value (if any) than the canceled option or Stock Appreciation Right, or (z) a "repricing" for purposes of the stockholder approval rules of any securities exchange or inter-dealer quotation system on which the Shares are listed or quoted, and (ii) without the written consent of the affected Participant, if such Action would materially diminish the rights of any Participant under any Award theretofore granted to such Participant under the Plan; provided, further, that the Committee may amend the Plan, any Award or any Award Agreement without such consent of the Participant in such manner as it deems necessary to comply with applicable laws, including without limitation, the Dodd-Frank Wall Street Reform and Consumer Protection Act.

Article 13. General Provisions

13.1 No Right to Service. The granting of an Award under the Plan shall impose no obligation on the Company, any Subsidiary, or any Affiliate to continue the Service of a Participant and shall not lessen or affect any right that the Company, any Subsidiary, or any Affiliate may have to terminate the Service of such Participant. No Participant or other Person shall have any claim to be granted any Award, and there is no obligation for uniformity of treatment of Participants, or holders or beneficiaries of Awards. The terms and conditions of Awards and the Committee's determinations and interpretations with respect thereto need not be the same with respect to each Participant (whether or not such Participants are similarly situated).

13.2 Settlement of Awards; Fractional Shares. Each Award Agreement shall establish the form in which the Award shall be settled. The Committee shall determine whether cash, Awards,

other securities, or other property shall be issued or paid in lieu of fractional Shares or whether such fractional Shares or any rights thereto shall be rounded, forfeited or otherwise eliminated.

13.3 Dividends and Dividend Equivalents.

(a) Subject to Section 13.3(b) and 13.3(c), the Committee may, in its sole discretion, provide a Participant as part of an Award with dividends, dividend equivalents, or similar payments in respect of Awards, payable in cash, Shares, other securities, other Awards or other property, on a current or deferred basis, on such terms and conditions as may be determined by the Committee in its sole discretion, including, without limitation, payment directly to the Participant, withholding of such amounts by the Company subject to vesting of the Award or reinvestment in additional Shares, Restricted Stock or other Awards.

(b) Without limiting the foregoing, any dividend otherwise payable in respect of any share of Restricted Stock that remains subject to vesting conditions at the time of payment of such dividend shall be retained by the Company, remain subject to the same vesting conditions as the share of Restricted Stock to which the dividend relates and shall be delivered (without interest) to the Participant within fifteen (15) days following the date on which such restrictions on such Restricted Stock lapse (and the right to any such accumulated dividends shall be forfeited upon the forfeiture of the Restricted Stock to which such dividends relate).

(c) To the extent provided in an Award Agreement, the holder of an outstanding Award (other than Restricted Stock) shall be entitled to be credited with dividend equivalent payments (upon the payment by the Company of dividends on Shares) either in cash or, in the sole discretion of the Committee, in Shares having a Fair Market Value equal to the amount of such dividends (and interest may, in the sole discretion of the Committee, be credited on the amount of cash dividend equivalents at a rate and subject to such terms as determined by the Committee), which accumulated dividend equivalents (and interest thereon, if applicable) shall be payable at the same time as the underlying Award is settled following the date on which such Award vests (or other restrictions applicable thereto lapse), and if such Award is forfeited, the Participant shall have no right to such dividend equivalent payments (or interest thereon, if applicable).

13.4 Tax Withholding. The Company shall have the power and the right to deduct or withhold automatically from any amount deliverable under the Award or otherwise, or require a Participant to remit to the Company, the maximum statutory amount to satisfy federal, state, and local taxes, domestic or foreign, required by law or regulation to be withheld with respect to any taxable event arising as a result of the Plan. With respect to required withholding, Participants may elect (subject to the Company's automatic withholding right set out above), subject to the approval of the Committee, to satisfy the withholding requirement, in whole or in part, by having the Company withhold Shares having a Fair Market Value on the date the tax is to be determined equal to the maximum statutory total tax that could be imposed on the transaction.

13.5 No Guarantees Regarding Tax Treatment. Participants (or their beneficiaries) shall be responsible for all taxes with respect to any Awards under the Plan. The Committee and the Company make no guarantees to any Person regarding the tax treatment of Awards or payments made under the Plan. Neither the Committee nor the Company has any obligation to take any action to prevent the assessment of any tax on any Person with respect to any Award under Section 409A or Section 457A or otherwise and none of the Company, any of its Subsidiaries or Affiliates, or any of their employees or representatives shall have any liability to a Participant with respect thereto.

13.6 Non-Transferability of Awards. Unless otherwise determined by the Committee, an Award shall not be transferable or assignable by the Participant except in the event of his death (subject to the applicable laws of descent and distribution) and any such purported assignment, alienation, pledge, attachment, sale, transfer, or encumbrance shall be void and unenforceable against the Company or any Affiliate. No transfer shall be permitted for value or consideration. An award exercisable after the death of a Participant may be exercised by the heirs, legatees, personal representatives, or distributees of the Participant. Any permitted transfer of the Awards to heirs, legatees, personal representatives or distributees of the Participant shall not be effective to bind the Company unless the Committee shall have been furnished with written notice thereof and a copy of such evidence as the Committee may deem necessary to establish the validity of the transfer and the acceptance by the transferee or transferees of the terms and conditions hereof.

13.7 Termination of Service. Except as otherwise provided in an Award Agreement, unless determined otherwise by the Committee at any point following such event: (i) neither a temporary absence from employment or Service due to illness, vacation, or leave of absence (including, without limitation, a call to active duty for military service through a Reserve or National Guard unit) nor a transfer from employment or service with the Company or its Affiliate to employment or service with the Company or another Affiliate (or vice-versa) shall be considered a termination of Service; and (ii) if a Participant undergoes a termination of Service, but such Participant continues to provide services to the Company or its Affiliates in a non-employee capacity, such change in status shall not be considered a termination of Service for purposes of the Plan. Further, unless otherwise determined by the Committee or to the extent necessary to comply with Section 409A or Section 457A, in the event that any entity ceases to be an Affiliate of the Company (by reason of sale, divestiture, spin-off, or other similar transaction), unless a Participant's employment or service is transferred to another Affiliate immediately following such transaction, such Participant shall be deemed to have incurred a termination of Service hereunder as of the date of the consummation of such transaction.

13.8 Clawback/Repayment. All Awards shall be subject to reduction, cancellation, forfeiture, or recoupment to the extent necessary to comply with (i) any clawback, forfeiture, or other similar policy adopted by the Board or the Committee and as in effect from time to time; and (ii) applicable law. Further, unless otherwise determined by the Committee, to the extent that the Participant receives any amount in excess of the amount that the Participant should otherwise have received under the terms of the Award for any reason (including, without limitation, by

reason of a financial restatement, mistake in calculations, or other administrative error), the Participant shall be required to repay any such excess amount to the Company.

13.9 Detrimental Activity. Notwithstanding anything to the contrary herein, if a Participant has, as determined by the Committee, engaged in (i) unauthorized disclosure of any confidential or proprietary information of the Company or any of its Affiliates; (ii) any activity that would be grounds to terminate the Participant's Service for Cause; (iii) a breach by the Participant of any restrictive covenant by which such Participant is bound, including, without limitation, any covenant not to compete or not to solicit, in any agreement with the Company or any of its Affiliates, or (iv) fraud or conduct contributing to any financial restatements or irregularities, as determined by the Committee in its sole discretion, then the Committee may, in its sole discretion, provide for one or more of the following:

(a) cancellation of any or all of such Participant's outstanding Awards; or

(b) forfeiture by the Participant of any gain realized on the vesting or exercise of Awards, and repayment of any such gain promptly to the Company.

13.10 Right of Offset. The Company will have the right to offset against its obligation to deliver Shares (or other property or cash) under the Plan or any Award Agreement any outstanding amounts (including, without limitation, travel and entertainment or advance account balances, loans, repayment obligations under any Awards, or amounts repayable to the Company pursuant to tax equalization, housing, automobile, or other employee programs) that the Participant then owes to the Company or any of its Affiliates and any amounts the Committee otherwise deems appropriate pursuant to any tax equalization policy or agreement. Notwithstanding the foregoing, if an Award is "deferred compensation" subject to Section 409A, the Committee will have no right to offset against its obligation to deliver Shares (or other property or cash) under the Plan or any Award Agreement if such offset could subject the Participant to the additional tax imposed under Section 409A in respect of an outstanding Award.

13.11 Conditions and Restrictions on Shares. The Committee may impose such other conditions or restrictions on any Shares received in connection with an Award as it may deem advisable or desirable. These restrictions may include, but shall not be limited to, a requirement that the Participant hold the Shares received for a specified period of time or a requirement that a Participant represent and warrant in writing that the Participant is acquiring the Shares for investment and without any present intention to sell or distribute such Shares. The certificates for Shares may include any legend which the Committee deems appropriate to reflect any conditions and restrictions applicable to such Shares.

13.12 Compliance with Law. The granting of Awards and the issuance of Shares under the Plan shall be subject to all applicable laws, rules, regulations, and such approvals by any governmental agencies, or any stock exchanges on which the Shares are admitted to trading or

listed, as may be required. The Company shall have no obligation to issue or deliver evidence of title for Shares issued under the Plan prior to:

(a) Obtaining any approvals from governmental agencies that the Company determines are necessary or advisable; and

(b) Completion of any registration or other qualification of the Shares under any applicable national, state, or foreign law or ruling of any governmental body that the Company determines to be necessary or advisable.

The restrictions contained in this Section 13.12 shall be in addition to any conditions or restrictions that the Committee may impose pursuant to Section 13.11. The inability of the Company to obtain authority from any regulatory body having jurisdiction, which authority is deemed by the Company's counsel to be necessary to the lawful issuance and sale of any Shares hereunder, shall relieve the Company, its Subsidiaries, and Affiliates, and all of their employees and representatives of any liability in respect of the failure to issue or sell such Shares as to which such requisite authority shall not have been obtained.

13.13 Rights as a Shareholder. Except as otherwise provided herein or in the applicable Award Agreement, a Participant shall have none of the rights of a shareholder with respect to Shares covered by any Award until the Participant becomes the record holder of such Shares.

13.14 Severability. If any provision of the Plan or any Award is or becomes or is deemed to be invalid, illegal, or unenforceable in any jurisdiction, or as to any Person or Award, or would disqualify the Plan or any Award under any law deemed applicable by the Committee, such provision shall be construed or deemed amended to conform to applicable laws, or if it cannot be so construed or deemed amended without, in the determination of the Committee, materially altering the intent of the Plan or the Award, such provision shall be stricken as to such jurisdiction, Person, or Award, and the remainder of the Plan and any such Award shall remain in full force and effect.

13.15 Unfunded Plan. Participants shall have no right, title, or interest whatsoever in or to any investments that the Company or any of its Subsidiaries or Affiliates may make to aid it in meeting its obligations under the Plan. Nothing contained in the Plan, and no action taken pursuant to its provisions, shall create or be construed to create a trust of any kind, or a fiduciary relationship between the Company and any Participant, beneficiary, legal representative, or any other Person. To the extent that any Person acquires a right to receive payments from the Company under the Plan, such right shall be no greater than the right of an unsecured general creditor of the Company. All payments to be made hereunder shall be paid from the general funds of the Company and no special or separate fund shall be established and no segregation of assets shall be made to assure payment of such amounts. The Plan is not subject to the U.S. Employee Retirement Income Security Act of 1974, as amended from time to time.

13.16 No Constraint on Corporate Action. Nothing in the Plan shall be construed to (i) limit, impair, or otherwise affect the Company's right or power to make adjustments, reclassifications, reorganizations, or changes of its capital or business structure, or to merge or consolidate, or

dissolve, liquidate, sell, or transfer all or any part of its business or assets, or (ii) limit the right or power of the Company to take any action which such entity deems to be necessary or appropriate.

13.17 Successors. All obligations of the Company under the Plan with respect to Awards granted hereunder shall be binding on any successor to the Company, whether the existence of such successor is the result of a direct or indirect purchase, merger, consolidation, or otherwise, of all or substantially all of the business or assets of the Company.

13.18 Governing Law. The Plan and each Award Agreement shall be governed by the laws of the State of Delaware, excluding any conflicts or choice of law rule or principle that might otherwise refer construction or interpretation of the Plan to the substantive law of another jurisdiction.

13.19 Data Protection. By participating in the Plan, the Participant consents to the collection, processing, transmission, and storage by the Company in any form whatsoever, of any data of a professional or personal nature which is necessary for the purposes of introducing and administering the Plan. The Company may share such information with any Subsidiary or Affiliate, the trustee of any employee benefit trust, its registrars, trustees, brokers, other third-party administrator, or any Person who obtains control of the Company or acquires the Company, undertaking or part-undertaking which employs the Participant, wherever situated.

13.20 Effective Date. The Plan shall become effective as of the date of its approval by HHH as the sole common stockholder of the Company (the "***Effective Date***").

13.21 Adjusted Awards. Notwithstanding anything to the contrary contained herein, each Adjusted Award shall be subject to terms and conditions consistent with the applicable terms and conditions set forth in the applicable HHH Plan and the award agreement in effect for such Adjusted Award immediately prior to the Distribution, each as deemed modified in order to reflect (i) the adjustment or conversion of such Adjusted Award pursuant to Article IV of the Employee Matters Agreement, (ii) that the Company is the issuer of the Shares subject to the Adjusted Award, and (iii) the Participant's status as an employee, director or consultant of the Company or HHH, as applicable, following the Distribution. Without limiting the generality of the foregoing, with respect to Adjusted Awards, references to employment or service, or termination of employment or service, in this Plan (including the incorporated terms and conditions of the HHH Plans, as deemed modified by the preceding sentence) and the applicable award agreement shall be deemed to refer to employment or service, or termination of employment or service, with the Company or HHH, whichever is the applicable service recipient with respect to the Participant following the Distribution. All determinations and interpretations relating to the application of this Plan and the incorporated terms and conditions of the HHH Plans (including the deemed modifications thereto) shall be made by the Committee and shall be final and binding upon the Participants, the Company and all other interested persons.

SEAPORT ENTERTAINMENT GROUP INC.

LIST OF SUBSIDIARIES:

Entity	**Jurisdiction**
Seaport Entertainment Management, LLC	Delaware
Summerlin Baseball Club Member, LLC	Delaware
Clark County Las Vegas Stadium, LLC	Delaware
Summerlin Las Vegas Baseball Club, LLC	Delaware
Fashion Show Mall Air Rights Developer, LLC	Delaware
Seaport District NYC, Inc.	Delaware
Seaport Marketplace Theatre, LLC	Maryland
117 Beekman Street Holdings, LLC	Delaware
170 John Street Holdings, LLC	Delaware
80 South, LLC	Delaware
85 South Street LLC	Delaware
South Street Seaport Limited Partnership	Maryland
Seaport Marketplace, LLC	Maryland
HHC JG NFT Member, LLC	Delaware
Seaport Management Development Company, LLC	Delaware
Seaport Development Holdings, LLC	Delaware
Marginal Street Development, LLC	Delaware
Seaport Phase 1 Holdings, LLC	Delaware
HHC Fulton Retail LLC	Delaware
HHC Fulton Club, LLC	Delaware
Howard Hughes New York Regional Center, LLC	Delaware

Seaport Hospitality, LLC	Delaware
HHC 33 Peck Slip Member, LLC	Delaware
Grandview SHG, LLC	California
HHC 33 Peck Slip Holdings, LLC	Delaware
HHC 33 Peck Slip Resources, LLC	Delaware
SSSLP Pier 17 Restaurant C101, LLC	Delaware
Pier 17 Restaurant C101, LLC	Delaware
HHC Seafood Market Member, LLC	Delaware
Fulton Seafood Market, LLC	Delaware
Pier 17 HHC Member, LLC	Delaware
Pier 17 Seafood Restaurant, LLC	Delaware
250 Seaport District, LLC	Delaware
Pier 17 GR Restaurant, LLC	Delaware
HHC Bridgeview, LLC	Delaware
HHC Cobblestones, LLC	Delaware
HHC Riverdeck, LLC	Delaware
1360 Schermerhorn, LLC	Delaware
HHC Blockhouse, LLC	Delaware
MF Seaport, LLC	Delaware
HHC Pier Village, LLC	Delaware
Pier 17 Bar, LLC	Delaware
Pier 17 F Restaurant, LLC	Delaware
HHC F Box Event Space, LLC	Delaware
Seaport Marketing Services, LLC	Texas

Bridgeview F&B, LLC	Delaware
HHC Spice, LLC	Delaware
HHC Lawn Games Member, LLC	Delaware
HHC Lawn Games, LLC	Delaware
Seaport Emerging Technologies LLC	Delaware
JG Restaurant HoldCo LLC	Delaware
JG NFT, LLC	Delaware
SEG Revolver, LLC	Delaware

Exhibit 99.1

Howard Hughes Holdings Inc.



, 2024

Dear Howard Hughes Holdings Inc. Stockholder:

On October 5, 2023, we announced our intention to separate our company into two independent, publicly traded companies. Seaport Entertainment Group Inc. ("Seaport Entertainment") will be comprised of Howard Hughes Holdings Inc.'s ("HHH") existing entertainment-related assets in New York City and Las Vegas, including the Seaport in Lower Manhattan, a 25% minority interest in Jean-Georges Restaurants as well as other partnerships, the Las Vegas Aviators Triple-A Minor League Baseball team and Las Vegas Ballpark, an interest in and to 80% of the air rights above the Fashion Show mall in Las Vegas and certain other assets and liabilities that HHH is expected to contribute to Seaport Entertainment prior to the separation.

The separation will provide HHH stockholders as of the record date with ownership interests in both HHH and Seaport Entertainment. The separation will be in the form of a pro rata distribution of 100% of the outstanding shares of Seaport Entertainment common stock to HHH stockholders as of July 29, 2024 (the "record date" for the distribution). Each HHH stockholder will receive one share of Seaport Entertainment common stock for every nine shares of common stock of HHH held on the record date.

You do not need to take any action to receive the shares of Seaport Entertainment common stock to which you are entitled as an HHH stockholder. You also do not need to pay any consideration, exchange or surrender your existing shares of common stock of HHH or take any other action in order to receive the shares of Seaport Entertainment common stock to which you are entitled.

The distribution is intended to be tax-free to HHH stockholders as of the record date for U.S. federal income tax purposes, except for cash received in lieu of fractional shares of common stock. You should consult your tax advisor as to the particular consequences of the distribution to you, including the applicability and effect of any U.S. federal, state and local and non-U.S. tax laws.

I encourage you to read the information statement, which is being provided to all HHH stockholders who held shares of common stock of HHH on the record date. The information statement describes the separation and the distribution in detail and contains important business and financial information about Seaport Entertainment.

We believe the separation is a significant and exciting step in our company's history, and we remain committed to working on your behalf to continue to build long-term stockholder value.

Sincerely,

David O'Reilly
Chief Executive Officer
Howard Hughes Holdings Inc.

SEAPORT ENTERTAINMENT GROUP INC.

, 2024

Dear Future Seaport Entertainment Stockholder:

We are excited to welcome you as a stockholder of Seaport Entertainment Group Inc. ("Seaport Entertainment" or the "Company"). Seaport Entertainment will own, operate and develop a unique collection of assets positioned at the intersection of entertainment and real estate, including the Seaport in Lower Manhattan, a 25% minority interest in Jean-Georges Restaurants as well as other partnerships, the Las Vegas Aviators Triple-A Minor League Baseball team and Las Vegas Ballpark and an interest in and to 80% of the air rights above the Fashion Show mall in Las Vegas, and the Company will be equipped with a robust team of industry leaders.

I personally invite you to learn more about Seaport Entertainment and our strategic initiatives by reading the accompanying information statement.

Sincerely,

Anton D. Nikodemus
Chief Executive Officer
Seaport Entertainment Group Inc.

Information contained herein is subject to completion or amendment. A registration statement on Form 10 relating to these securities has been filed with the U.S. Securities and Exchange Commission under the U.S. Securities Exchange Act of 1934, as amended.

PRELIMINARY AND SUBJECT TO COMPLETION, DATED JULY 19, 2024

INFORMATION STATEMENT

Seaport Entertainment Group Inc.

This information statement is being furnished in connection with the pro rata distribution by Howard Hughes Holdings Inc. ("HHH" or "Howard Hughes") to its stockholders of 100% of the outstanding shares of common stock of Seaport Entertainment Group Inc. ("Seaport Entertainment" or the "Company"), a wholly-owned subsidiary of HHH that will hold, directly or indirectly, HHH's entertainment-related assets in New York City and Las Vegas, including the Seaport in Lower Manhattan (the "Seaport"), a 25% minority interest in Jean-Georges Restaurants ("JG"), the Las Vegas Aviators Triple-A Minor League Baseball team (the "Aviators") and Las Vegas Ballpark and an interest in and to 80% of the air rights (the "Fashion Show Mall Air Rights") above the Fashion Show mall in Las Vegas.

For every nine shares of common stock of HHH held of record by you as of the close of business on July 29, 2024 (the "record date" for the distribution), you will receive one share of Seaport Entertainment common stock. You will receive cash in lieu of any fractional shares of Seaport Entertainment common stock that you would have received after application of the above ratio.

The distribution is intended to be tax-free to HHH stockholders for U.S. federal income tax purposes, except for cash received in lieu of fractional shares of common stock.

No vote of HHH stockholders is required to complete the distribution. Therefore, you are not being asked for any proxy in connection with the distribution. You also do not need to pay any consideration, to exchange or surrender your existing shares of common stock of HHH or to take any other action in order to receive the shares of Seaport Entertainment common stock to which you are entitled.

There is no current trading market for Seaport Entertainment's common stock. Seaport Entertainment expects that a limited market, commonly known as a "when-issued" trading market, will develop shortly before the distribution date, and further expects that "regular-way" trading will begin on the first trading day following the distribution. Seaport Entertainment intends to apply to have its common stock authorized for listing on the New York Stock Exchange (the "NYSE") under the symbol "SEG." Following the distribution, Howard Hughes will continue to trade on the NYSE under the symbol "HHH."

Seaport Entertainment is an "emerging growth company" as defined in the Jumpstart Our Business Startups Act of 2012.

In reviewing this information statement, you should carefully consider the matters described under "Risk Factors" beginning on page 19.

Neither the U.S. Securities and Exchange Commission (the "SEC") nor any state securities commission has approved or disapproved of these securities or determined if this information statement is truthful or complete. Any representation to the contrary is a criminal offense.

This information statement does not constitute an offer to sell or the solicitation of an offer to buy any securities.

The date of this information statement is , 2024.

A Notice of Internet Availability of Information Statement Materials containing instructions describing how to access this information statement was first mailed to HHH stockholders on or about , 2024. This information statement will be mailed to those HHH stockholders who previously elected to receive a paper copy of such materials.

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Presentation of Information

Except as otherwise indicated or unless the context otherwise requires, references herein to: (i) "Seaport Entertainment," the "Company," "we," "us" and "our" refer to Seaport Entertainment Group Inc., a Delaware corporation, and its consolidated subsidiaries after giving effect to the separation or, with respect to historical information, the business and operations of HHH's Seaport Entertainment division that will be transferred to the Company in connection with the separation and distribution. References herein to the terms "Howard Hughes" and "HHH," when used in a historical context, refer to Howard Hughes Holdings Inc. (f/k/a Howard Hughes Corporation) and its consolidated subsidiaries (including Seaport Entertainment and all of its subsidiaries) and, when used in the future tense, refer to Howard Hughes Holdings Inc. and its consolidated subsidiaries after giving effect to the separation and distribution.

In connection with the separation and distribution, we will enter into a series of transactions with HHH pursuant to which HHH will transfer the assets and liabilities of its Seaport Entertainment division and certain other assets and liabilities to us. As used herein: (i) the "separation" refers to the separation of the Seaport Entertainment division from HHH and the creation of a separate, publicly traded company holding the Seaport Entertainment business; and (ii) the "distribution" refers to the pro rata distribution of 100% of the shares of Seaport Entertainment common stock owned by HHH as of the record date to HHH stockholders. Except as otherwise indicated or unless the context otherwise requires, the information in this information statement about the Company assumes the completion of all of the transactions referred to in this information statement in connection with the separation and distribution.

Market, Industry and Other Data

Unless otherwise indicated, information in this information statement concerning our industry, the industries we serve and the markets in which we operate, including our general expectations, market position, market opportunity and market share, is based on information from third-party sources and management estimates. Management estimates are derived from publicly available information and reports provided to us, our knowledge of our industry and assumptions based on such information and knowledge, which we believe to be reasonable. Management estimates have not been verified by any independent source. In addition, assumptions and estimates of our and our industry's future performance are necessarily subject to a high degree of uncertainty and risk due to a variety of factors. These and other factors could cause future performance to differ materially from our assumptions and estimates. See "Risk Factors" and "Cautionary Statement Concerning Forward-Looking Information."

Trademarks and Trade Names

We intend to register the name and mark "Seaport Entertainment" and other of our trademarks, trade names and service marks appearing in this information statement as our property. Other trademarks, trade names and service marks are, as applicable, licensed to us or, as applicable, are the property of HHH. The name and mark "Howard Hughes" and other trademarks, trade names and service marks of HHH appearing in this information statement are the property of HHH.

QUESTIONS AND ANSWERS ABOUT THE SEPARATION AND DISTRIBUTION

What is Seaport Entertainment and why is HHH separating the Seaport Entertainment business and distributing shares of its common stock?	Seaport Entertainment, which is currently a wholly-owned subsidiary of HHH, was formed to hold HHH's entertainment-related assets in New York City and Las Vegas, including the Seaport, a 25% interest in JG, the Aviators and Las Vegas Ballpark and the Fashion Show Mall Air Rights. The separation of Seaport Entertainment from HHH and the distribution of shares of Seaport Entertainment common stock are intended to provide you with equity investments in two separate, publicly traded companies that will each be able to focus on its respective business strategies. HHH and Seaport Entertainment believe that the separation will result in enhanced long-term performance of each business for the reasons discussed in "The Separation and Distribution—Background" and "The Separation and Distribution—Reasons for the Separation."
Why am I receiving this information statement?	HHH is delivering this information statement to you because you are a holder of record of common stock of HHH. If you are a holder of HHH shares of common stock as of the close of business on July 29, 2024 (the record date for the distribution), you will be entitled to receive one share of Seaport Entertainment common stock for every nine shares of common stock of HHH that you held at the close of business on such date. This information statement will help you understand how the separation and distribution will affect your investment in HHH and your investment in us after the separation.
How will the separation of Seaport Entertainment from HHH work?	To accomplish the separation of Seaport Entertainment into a separate, publicly traded company, HHH will distribute 100% of our outstanding shares of common stock to HHH stockholders on a pro rata basis in a distribution intended to be tax-free for U.S. federal income tax purposes, except for cash received in lieu of fractional shares of common stock.
Why is the separation of Seaport Entertainment structured as a distribution?	HHH believes that a distribution of shares of our common stock to HHH stockholders that is generally tax-free for U.S. federal income tax purposes is an efficient way to separate the Seaport Entertainment business in a manner that will create long-term value for HHH and its stockholders.
What is the record date for the distribution?	The record date for the distribution will be July 29, 2024.
When will the distribution occur?	It is expected that 100% of the shares of our common stock will be distributed by HHH on July 31, 2024 to holders of record of HHH shares of common stock as of the close of business on July 29, 2024 (the record date for the distribution).
What do HHH stockholders need to do to participate in the distribution?	HHH stockholders as of the record date are not required to take any action to receive shares of our common stock in the distribution, but you are urged to read this entire information statement carefully. No stockholder approval of the distribution is required, and you are not being asked for a proxy. You also do not need to pay any consideration, exchange or surrender your existing shares of common stock of HHH or take any other action to receive the shares of Seaport Entertainment common stock to which you are entitled. The distribution will not affect the number of outstanding shares of common stock of HHH or any rights of HHH stockholders, although it will affect the market value of each outstanding common share of HHH.
How will shares of Seaport Entertainment common stock be issued?	You will receive shares of our common stock through the same or substantially similar channels that you currently use to hold or trade shares of common stock of HHH (whether through a brokerage account or other channel). Receipt of shares of our common stock will be documented for you in substantially the same manner that you typically receive stockholder updates, such as monthly broker statements.

If you own shares of common stock of HHH as of the record date, HHH, with the assistance of Computershare Trust Company, N.A., the distribution agent, transfer agent and registrar for shares of our common stock ("Computershare"), will electronically distribute shares of our common stock to you or to your brokerage firm on your behalf by way of direct registration in book-entry form. Computershare will mail you a book-entry account statement that reflects your shares of Seaport Entertainment common stock, or your bank or brokerage firm will credit your account for such shares of common stock.

How many shares of Seaport Entertainment common stock will I receive in the distribution?

HHH will distribute to you one share of our common stock for every nine shares of common stock of HHH held by you as of the record date. Based on approximately 50,243,739 shares of common stock of HHH outstanding as of March 31, 2024, assuming a distribution of all of the shares of our common stock and applying the distribution ratio (without accounting for cash to be issued in lieu of fractional shares of common stock), we expect that a total of approximately 5,582,637 shares of our common stock will be distributed by HHH. See "The Separation and Distribution."

Will Seaport Entertainment issue fractional shares of common stock in the distribution?

No. Seaport Entertainment will not issue fractional shares of common stock in the distribution. Fractional shares of common stock that HHH stockholders would otherwise have been entitled to receive will be aggregated into whole shares of common stock and sold in the public market by the distribution agent. The aggregate net cash proceeds of these sales will be distributed pro rata (based on the fractional share of common stock such stockholder would otherwise be entitled to receive) to those stockholders who would otherwise have been entitled to receive fractional shares of common stock. Recipients of cash in lieu of fractional shares of common stock will not be entitled to any interest on the amounts of payment made in lieu of fractional shares of common stock. The receipt of cash in lieu of a fractional shares of common stock generally will be taxable to the recipient stockholders for U.S. federal income tax purposes as described in "Material U.S. Federal Income Tax Consequences of the Distribution to U.S. Holders."

What are the conditions to the distribution?

The distribution is subject to final approval by the board of directors of HHH (the "HHH Board"), or a duly authorized committee thereof, as well as the following conditions:

- the transfer of assets and liabilities to us in accordance with the Separation Agreement (as defined herein) will have been completed, other than assets and liabilities intended to transfer after the distribution;
- HHH will have received an opinion of Latham & Watkins LLP, tax counsel to HHH, regarding the qualification of the distribution as a distribution under Section 355 of the Internal Revenue Code of 1986, as amended (the "Code");
- the SEC will have declared effective the registration statement on Form 10 of which this information statement forms a part, no stop order suspending the effectiveness of the registration statement will be in effect, no proceedings for such purpose will be pending before or threatened by the SEC and this information statement (or a Notice of Internet Availability) will have been mailed to HHH stockholders;
- all actions and filings necessary or appropriate under applicable U.S. federal, U.S. state or other securities laws will have been taken and, where applicable, will have become effective or been accepted by the applicable governmental authority;
- the transaction agreements relating to the separation will have been duly executed and delivered by the parties thereto;
- the Rights Offering backstop agreement with Pershing Square will have been duly executed and delivered by the parties thereto (each term as defined herein);

- no order, injunction or decree issued by any court of competent jurisdiction or other legal restraint or prohibition preventing the consummation of the separation, the distribution or any of the related transactions will be in effect;
- the shares of Seaport Entertainment common stock to be distributed will have been accepted for listing on the NYSE, subject to official notice of distribution;
- HHH will have entered into a distribution agent agreement with, or provided instructions regarding the distribution to, Computershare as distribution agent;
- all material governmental approvals necessary to consummate the distribution and to permit the operation of our business after the separation substantially as it is currently conducted will have been obtained; and
- no other event or development will have occurred or exist that, in the judgment of the HHH Board, in its sole discretion, makes it inadvisable to effect the separation, the distribution or the other related transactions.

Neither we nor HHH can assure you that any or all of these conditions will be met, and HHH may also waive any or all of these conditions in its sole discretion and proceed with the distribution even if such conditions have not been met. If the distribution is completed and the HHH Board waived any such condition, such waiver could have a material adverse effect on (i) HHH's and Seaport Entertainment's respective business, financial condition or results of operations, (ii) the trading price of shares of Seaport Entertainment common stock or (iii) the ability of stockholders to sell their Seaport Entertainment shares after the distribution, including, without limitation, as a result of (a) illiquid trading if shares of Seaport Entertainment common stock are not accepted for listing or (b) litigation relating to any injunctions sought to prevent the consummation of the distribution. If HHH elects to proceed with the distribution, notwithstanding that one or more of the conditions to the distribution has not been met, HHH will evaluate the applicable facts and circumstances at that time and make such additional disclosure and take such other actions as HHH determines to be necessary and appropriate in accordance with applicable law. In addition, HHH can decline at any time to go forward with the separation and distribution. See "The Separation and Distribution—Conditions to the Distribution."

What is the expected date of completion of the separation and distribution?

The completion and timing of the separation and distribution are dependent upon a number of conditions. It is expected that 100% of shares of our common stock will be distributed by HHH on to holders of record of HHH shares of common stock as of the close of business on July 29, 2024 (the record date for the distribution). However, no assurance can be provided as to the timing of the separation or that all conditions to the distribution will be met.

Can HHH decide to cancel the distribution of Seaport Entertainment common stock even if all the conditions have been met?

Yes. The distribution is subject to the satisfaction or waiver of certain conditions as described in "The Separation and Distribution—Conditions to the Distribution." Until the distribution has occurred, HHH has the right to terminate, modify or abandon the distribution, even if all of the conditions are satisfied.

What if I want to sell my HHH or Seaport Entertainment common stock?

You should consult with your financial advisor, such as your brokerage firm, bank or tax advisor.

What is "regular-way" and "ex-distribution" trading of HHH common stock?

Beginning shortly before the distribution date and continuing through the distribution date, it is expected that there will be two markets in HHH common stock: a "regular-way" market and an "ex-distribution" market. Shares of common stock of HHH that trade in the "regular-way" market will trade with an entitlement to shares of our common stock distributed pursuant to the distribution. Shares that trade in the "ex-distribution" market will trade without an entitlement to shares of our common stock distributed pursuant to the distribution.

If you decide to sell any shares of common stock of HHH before the distribution date, you should ensure that your brokerage firm, bank or other nominee understands whether you want to sell your shares of common stock of HHH with or without your entitlement to shares of our common stock distributed pursuant to the distribution.

Where will I be able to trade Seaport Entertainment common stock?

Seaport Entertainment intends to apply to list its common stock on the NYSE under the symbol "SEG." We anticipate that trading in our common stock will begin on a "when-issued" basis shortly before the distribution date and will continue up to the distribution date. We anticipate that "regular-way" trading in our common stock will begin on the first trading day following the completion of the distribution. If trading begins on a "when-issued" basis, you may purchase or sell shares of our common stock up to the distribution date, but your transaction will not settle until after the distribution date. We cannot predict the trading prices for shares of our common stock before, on or after the distribution date.

What will happen to the listing of HHH common stock?

After the distribution, HHH common stock will continue to trade on the NYSE under the symbol "HHH."

Will the number of shares of common stock of HHH that I own change as a result of the distribution?

No. The number of shares of common stock of HHH that you own will not change as a result of the distribution.

Will the distribution affect the market price of my shares of common stock of HHH?

Yes. As a result of the distribution, HHH expects the trading price of its shares immediately following the distribution to be lower than the "regular-way" trading price of such shares of common stock immediately prior to the distribution because the trading price will no longer reflect the value of the Seaport Entertainment business. There can be no assurance that the aggregate market value of the HHH shares of common stock and shares of our common stock following the separation will be higher or lower than the market value of HHH shares of common stock if the separation did not occur. This means, for example, that after the distribution, the combined trading prices of one share of common stock of HHH and one-ninth of one share of our common stock (representing the number of shares of our common stock to be received per every one share of common stock of HHH in the distribution) may be equal to, greater than or less than the trading price of one common share of HHH before the distribution.

What are the U.S. federal income tax consequences of the separation and the distribution?

The distribution is conditioned upon, among other things, HHH's receipt of an opinion of Latham & Watkins LLP, tax counsel to HHH, regarding the qualification of the distribution as a distribution under Section 355 of the Code, although HHH may waive this condition in its sole discretion. The opinion of tax counsel will be based on certain factual assumptions, representations and undertakings and subject to qualifications and limitations. If the distribution qualifies as a distribution under Section 355 of the Code, then for U.S. federal income tax purposes, U.S. Holders (as defined in "Material U.S. Federal Income Tax Consequences of the Distribution to U.S. Holders") will not recognize gain or loss or include any amount in taxable income (other than with respect to cash received in lieu of fractional shares of common stock) as a result of the distribution. The material U.S. federal income tax consequences of the distribution are described in the section entitled "Material U.S. Federal Income Tax Consequences of the Distribution to U.S. Holders." Each HHH stockholder is encouraged to consult its tax advisor as to the particular tax consequences of the distribution to such stockholder, including the application of U.S. federal, state, local and non-U.S. tax laws and the effect of possible changes in applicable tax laws.

How will I determine my tax basis in the shares of Seaport Entertainment common stock that I receive in the distribution?	For U.S. federal income tax purposes, assuming that the distribution qualifies as a distribution under Section 355 of the Code, the tax basis in the shares of common stock of HHH that an HHH stockholder holds immediately prior to the distribution will be allocated between such stockholder's shares of common stock of HHH and the shares of Seaport Entertainment common stock received in the distribution (including any fractional common share interest for which cash is received) in proportion to their relative fair market values. See "Material U.S. Federal Income Tax Consequences of the Distribution to U.S. Holders" for a more detailed description of the effects of the distribution on HHH stockholders' tax basis in shares of common stock of HHH and shares of Seaport Entertainment common stock. Each HHH stockholder is encouraged to consult its tax advisor regarding the application of these allocation rules to its particular circumstances (including if shares of common stock of HHH were purchased by such stockholder at different times or for different amounts) and regarding any particular tax consequences of the distribution to such stockholder, including the application of U.S. federal, state, local and non-U.S. tax laws and the effect of possible changes in applicable tax laws.
What will Seaport Entertainment's relationship be with HHH following the separation?	Seaport Entertainment expects to enter into a separation agreement with HHH to effect the separation and provide a framework for our relationship with HHH after the separation. In connection with the spin, we also expect to enter into a transition services agreement, an employee matters agreement and a tax matters agreement. These agreements will govern the separation between us and HHH of the assets, employees, services, liabilities and obligations (including their respective investments, property and employee benefits and tax-related assets and liabilities) of HHH and its subsidiaries attributable to periods prior to, at and after the separation and will govern certain relationships between us and HHH after the separation. See "Certain Relationships and Related Party Transactions—Agreements with HHH" and "Risk Factors—Risks Related to the Separation and Our Relationship with HHH." We, through our wholly owned subsidiary SEG Revolver, LLC, also expect to enter into a credit agreement with HHH, as lender. See "Description of Certain Indebtedness—Revolving Credit Agreement."
Who will manage Seaport Entertainment after the separation?	Seaport Entertainment will be led by Anton D. Nikodemus, a veteran of the entertainment and hospitality industries, who will serve as our Chief Executive Officer. See "Management."
Are there risks associated with owning Seaport Entertainment common stock?	Yes. Ownership of our common stock is subject to both general and specific risks, including those relating to our business, the industries we serve, our ongoing contractual relationships with HHH after the separation and our status as a separate, publicly traded company. Ownership of our common stock is also subject to risks relating to the separation. These risks are described in the "Risk Factors" section of this information statement beginning on page 19. You are encouraged to read that section carefully.
Will the rights of holders of our common stock differ from the rights of the holders of common stock of HHH?	Both Seaport Entertainment and HHH were incorporated under the laws of the State of Delaware. The rights of holders of our common stock are expected to be generally consistent with the rights of holders of common stock of HHH under each company's respective governing documents at the time of the distribution. See "Description of Capital Stock" for a description of the rights of holders of our common stock.
Does Seaport Entertainment plan to pay dividends?	We do not expect to pay any cash dividends on our common stock in the foreseeable future. All decisions regarding the payment of dividends will be made by our board of directors from time to time in accordance with applicable law. See "Dividend Policy."
Will Seaport Entertainment incur any indebtedness prior to or at the time of the distribution?	Yes, we anticipate having certain financing arrangements in place prior to or at the time of the distribution. For a discussion of those arrangements, see "Description of Certain Indebtedness" and "Risk Factors—Risks Related to Our Business and Our Industry." While we have no specific plans to incur additional debt in the next 12 months, we preserve the option to do so in the event of appropriate circumstances.

Who will be the distribution agent, transfer agent, registrar and information agent for the Seaport Entertainment common stock?

The distribution agent, transfer agent and registrar for our common stock will be Computershare. Computershare will also serve as the information agent for the distribution. For questions relating to the transfer or mechanics of the distribution, you should contact:

Computershare Trust Company, N.A.
150 Royall Street
Canton, Massachusetts 02021

Telephone:
within the United States, U.S. territories and Canada: 866-354-3668
outside the United States, U.S. territories and Canada: 201-680-6578

What is the Rights Offering?

Following the separation and distribution, we expect to conduct a $175 million rights offering (the "Rights Offering"). The Rights Offering is a distribution, at no charge, to holders of our common stock as of the record date for the rights offering of transferable subscription rights, each of which will entitle its holder to purchase an estimated 1.25 shares of our common stock based on the number of shares expected to be outstanding following our spin-off from HHH.

Where can I find more information about each of HHH and Seaport Entertainment?

Before the distribution, if you have any questions relating to HHH's business performance, you should contact HHH at:

Howard Hughes Holdings Inc.
9950 Woodloch Forest Drive, Suite 1100
The Woodlands, Texas 77380
Telephone: (281) 929-7700
Email: investor.relations@howardhughes.com

After the distribution, Seaport Entertainment stockholders who have any questions relating to our business performance should contact us at:

Seaport Entertainment Group Inc.
199 Water Street, 28th Floor
New York, New York 10038
Telephone: (212) 732-8257
Email: ir@seaportentertainment.com

We maintain an internet website at www.seaportentertainment.com. Our website, and the information contained on or accessible through our website, is not incorporated by reference in this information statement.

INFORMATION STATEMENT SUMMARY

This summary highlights information included elsewhere in this information statement and does not contain all of the information that may be important to you. You should read this entire information statement carefully, including "Risk Factors," "Cautionary Statement Concerning Forward-Looking Information," "Unaudited Pro Forma Combined Financial Statements," "Management's Discussion and Analysis of Financial Condition and Results of Operations" and our combined financial statements and the notes thereto (the "Combined Financial Statements").

Our Company

Seaport Entertainment was formed to own, operate and develop a unique collection of assets positioned at the intersection of entertainment and real estate. Our objective is to integrate our one-of-a-kind real estate assets with a variety of restaurant, retail and leisure offerings to form vibrant mixed-use destinations where our customers can work, play and socialize in one cohesive setting. To achieve this objective, we are focused on delivering best-in-class experiences for our surrounding residents, customers and tenants across the three operating segments of our business: (1) Landlord Operations; (2) Hospitality; and (3) Sponsorships, Events, and Entertainment. Our assets, which are primarily concentrated in New York City and Las Vegas, include the Seaport in Lower Manhattan, a 25% minority interest in Jean-Georges Restaurants as well as other partnerships, the Las Vegas Aviators Triple-A baseball team and the Las Vegas Ballpark and an interest in and to 80% of the air rights above the Fashion Show mall in Las Vegas. We believe the uniqueness of our assets, the customer-centric focus of our business and the ability to replicate our destinations in other locations collectively present an attractive investment opportunity in thematically similar but differentiated businesses, all of which are positioned to grow over time.

The Seaport is a historic neighborhood in Lower Manhattan on the banks of the East River and within walking distance of the Brooklyn Bridge. With roots dating back to the 1600s and a strategic location in Lower Manhattan, the Seaport attracts millions of visitors every year. The Seaport spans over 478,000 square feet, the majority of which is dedicated to entertainment, retail and restaurant uses, and in 2023, the Seaport hosted over 200 public and private events. Among the highlights of the Seaport are: The Rooftop at Pier 17®, a 3,500-person concert venue; the Tin Building, a 54,000-square-foot culinary marketplace leased to an unconsolidated joint venture between us and a subsidiary of JG; the Lawn Club, an immersive indoor/outdoor lawn game entertainment venue and another of our unconsolidated joint ventures; a historic cobblestone retail district; six additional retail and food and beverages concepts, four of which are unique to the Seaport; and a 21-unit residential building with approximately 5,500 square feet of ground floor space. In addition, the Company owns 250 Water Street, a one-acre development site directly adjacent to the Seaport, approved for 547,000 zoning square feet of market rate and affordable housing, office, retail and community-oriented gathering space. We are in the process of further transforming the Seaport from a collection of unique assets into a cohesive and vibrant neighborhood that caters to the broad needs of its residents and visitors. By continuing this integration, we believe we can drive further consumer penetration across all our restaurant, retail and event offerings, and make the Seaport our model for potential future mixed-use opportunities.

Jean-Georges Restaurants is a world-renowned hospitality company operated by Michelin-star chef Jean-Georges Vongerichten. JG was formed in 1997 and has grown from 17 locations in 2013 to over 43 high-end restaurant concepts across five continents, 13 countries and 24 markets, including our joint venture tenant, the Tin Building by Jean-Georges, located in the heart of the Seaport. JG's expertise and versatility allow it to serve the culinary needs of its customers. With an asset-light platform and highly regarded brand recognition, JG is able to enter new markets and provide customers with a range of culinary options, from high-end restaurants to fast casual concepts to high-quality wholesale products. We believe there is an opportunity for JG's food and beverage offerings to anchor the destinations we are seeking to create and help differentiate our business from the typical asset mix found in traditional real estate development and landlord operations.

The Las Vegas Aviators are a Minor League Baseball ("MiLB") team and the current Triple-A affiliate of the Oakland Athletics (the "Athletics") Major League Baseball ("MLB") team. As the highest-grossing MiLB team, and a critical component of the Summerlin, Nevada community, we believe the Aviators are a particularly attractive aspect of our portfolio. Seaport Entertainment wholly owns the Aviators, which generate cash flows from ticket

sales, concessions, merchandise and sponsorships. In addition to the team, Seaport Entertainment owns the Aviators' 10,000-person capacity ballpark, which is located in the heart of Downtown Summerlin. Completed in 2019, the ballpark is one of the newest stadiums in the minor league system and was named the "Triple-A Best of the Ballparks" by Ballpark Digest in 2019, 2021 and 2022. This renowned ballpark regularly has upwards of 7,000 fans per game and was chosen to host the Triple-A National Championship Game in 2022 and 2023. In addition to approximately 70 baseball games each year, the ballpark hosts at least 30 other special events, which provide incremental cash flow primarily during the baseball offseason. These events, which include festive holiday attractions, ballpark tours, movie nights, concerts and more, have also integrated the ballpark into the life and culture of Summerlin. As a result, we believe we are uniquely positioned to serve the entertainment needs of this community as it expands in the coming years.

We also have the right to develop, together with an interest in and to 80% of, the air rights above the Fashion Show mall in Las Vegas, representing a unique opportunity to vertically develop a high-quality, well-located real estate asset, which may potentially include a new casino and hotel. The Fashion Show mall, located just northwest of the Sphere and south of the Wynn West project and the new Resorts World Las Vegas, and directly across the street from the Wynn Las Vegas hotel, casino and golf course, is the 25th largest mall in the country, with over 1.8 million square feet and approximately 250 retailers.

We have a history of incurring net losses, and we currently expect to experience negative operating cash flow for the foreseeable future. To facilitate the implementation of our business plan with the goal of achieving profitability, Seaport Entertainment expects to conduct a $175 million Rights Offering of equity to our stockholders following the distribution. In connection with the Rights Offering, we have entered into a backstop agreement with Pershing Square Capital Management, L.P. (together with its affiliated and managed investment funds, "Pershing Square"), which through investment funds advised by it is HHH's largest shareholder. Pursuant to that agreement, Pershing Square has agreed to (i) exercise its pro rata subscription right with respect to the Rights Offering at a price of $25 per share of our common stock and (ii) purchase any shares not purchased upon the expiration of the Rights Offering at the Rights Offering price, up to $175 million in the aggregate. The backstop agreement could result in Pershing Square's affiliated funds owning as much as approximately 72.3%% of our common stock if no other stockholders participate in the Rights Offering. Any capital raised through the Rights Offering would further strengthen our balance sheet. With over $203.4 million of liquidity, primarily consisting of (i) $23.4 million of cash contributed by HHH pursuant to the Separation Agreement, (ii) expected gross proceeds from the anticipated Rights Offering and (iii) amounts available under the Revolving Credit Agreement (as defined herein), we believe we will have ample capital to support the existing business and facilitate the Company's business plan.

Our Strategy

Seaport Entertainment's business plan is to focus on realizing value for its shareholders primarily through dedicated management of its existing assets, expansion of existing and creation of new partnerships, strategic acquisitions and completion of development projects. The Company's existing portfolio encompasses a wide range of leisure and recreational activities, including live concerts, fine dining, professional sports and high-end and experiential retail. As a result, we believe Seaport Entertainment is well-positioned to capitalize on trends across the travel, tourism and leisure industries and appeal to today's consumer who often values experiences over goods.

Create Unique Entertainment Destinations Within Sought-After Mixed-Use Commercial Hubs. Seaport Entertainment's portfolio of premier, non-commoditized and destination-focused properties caters to a wide range of consumers. We intend to drive this high-quality product offering by focusing on best-in-class experience-based tenants and partnerships, in addition to integrating sought-after events to drive foot traffic throughout our portfolio. By continuing to offer high quality food and beverage and entertainment options across our portfolio, we seek to create unique, cohesive environments that serve the various needs of our customers and offer more than just a single product or experience. By developing destinations that have multiple touchpoints with our visitors, we believe Seaport Entertainment is well-positioned to grow its revenue base over time by driving increased penetration.

Lease-Up Existing Assets at the Seaport. The portfolio of assets within Landlord Operations at the Seaport was 67% leased and 66% occupied as of March 31, 2024. Our dedicated management team is focused on leasing up the Seaport and improving occupancy levels, which we believe will drive foot traffic to the area and improve

performance at the Seaport's food and beverage and entertainment assets. For example, we are evaluating the use of some of our vacant space for a variety of hospitality offerings. Additionally, we recently leased 41,515 square feet of office space to a high-end retail company for their New York headquarters.

Improve Efficiencies in our Operating Businesses. We believe the third-party managers of our operating businesses have numerous opportunities to drive efficiencies and increase margins. Through our dedicated management team, which has significant experience operating entertainment-related assets, we are focused on maximizing our revenues and rightsizing costs. For example, we are exploring the possibility of internalizing certain of our food and beverage operations, which we believe has the potential to drive increased operational focus and efficiencies.

Expand the Jean-Georges Partnership. Our JG investment has multiple avenues for core growth that could propel this business, including: the opening of new restaurants and luxury marketplaces; introducing a franchise model for certain Jean-Georges concepts; launching fast-casual and quick service restaurant concepts that allow for significant scale; and leveraging the Jean-Georges brand via private label wholesale product distribution. Additionally, we believe we will be able to work with JG to identify additional operating efficiencies.

Leverage Events and Sponsorships to Create a Flywheel Effect at the Seaport. The Seaport's events, particularly its Rooftop Summer Concert Series, and the Seaport's year-round programs focused on kids, fitness, arts, sounds and cinema, drive foot traffic to the entire neighborhood, which in turn creates opportunities for our restaurant and retail tenants as well as our sponsorship business. We are focused on creating a flywheel effect, where visitors who are drawn to the Seaport for an event receive targeted benefits from our sponsors and are engaged by our retail and dining options before and after that event. Our in-house marketing team is also leveraging the success of our Summer Concert Series to advertise all of the offerings at the Seaport to a growing social media following.

Improve and Increase Special Event Offerings at the Las Vegas Ballpark. The Las Vegas Ballpark is a key feature of Summerlin, Nevada, a thriving community outside of Las Vegas. By improving and increasing the special events offerings at the ballpark, we plan to further integrate the venue into the daily lives of Summerlin's residents. The ballpark currently hosts approximately 70 baseball games, with 65 in 2021 and 75 in both 2023 and 2022. While preparing the stadium and field for baseball season does require approximately one month, there is significant room for special events through the rest of the year. We are required to host at least 30 "special events" each year pursuant to our naming rights agreement with the Las Vegas Convention and Visitors Authority (the "LVCVA"). In 2021 and 2022, we hosted 120 and 115 special events, generating approximately $940,000 and $2.8 million in revenue, respectively. In 2023, although we only hosted 78 special events, these events generated approximately $5.7 million in revenue. We plan to continue to seek opportunities to improve our existing events and identify more impactful revenue generating events that engage and entertain the community.

Opportunistically Acquire Attractive Entertainment-Related Assets and Utilize Strategic Partnerships. Over time, we intend to evaluate and ultimately acquire additional entertainment-related real estate and operating assets. These assets may include but are not limited to stadiums, sports and gaming attractions, concert and entertainment venues, food halls and other restaurant concepts. In addition to acquisitions, we plan to utilize strategic partnerships to accelerate our long-term growth. To execute on this strategy, we intend to leverage our unique experience at the Seaport, where we already successfully work with an array of top-tier partners in the entertainment space.

Develop Owned Land Parcels and the Fashion Show Mall Air Rights. Seaport Entertainment currently has two sizeable development opportunities: 250 Water Street and the Fashion Show Mall Air Rights. Each opportunity, if transacted on, could represent a significant driver of long-term growth.

Competitive Strengths

Unique Focus on the Intersection of Entertainment and Real Estate to Create Inclusive, Consumer-Centric Destinations. Seaport Entertainment will be one of the few publicly traded companies focused on the intersection of entertainment and real estate. Unlike real estate investment trusts, which have limitations on their ability to invest in non-real estate assets, Seaport Entertainment will have flexibility to invest in both real estate as well as entertainment-focused operating assets. We intend to create communities and experience-driven neighborhoods as opposed to standalone assets. As a result, our focus on the social needs of our customers and providing an array of

food, entertainment and leisure options to keep them engaged distinguishes our business from traditional real estate development and landlord operations.

High-Quality Portfolio in High-Barrier to Entry, Top-Tier Destinations. Seaport Entertainment's portfolio consists of unique, high-quality assets that were acquired and developed over many years to create a one-of-a-kind portfolio. As a result, there is a high barrier to replicating Seaport Entertainment's business. The quality of the assets is complimented by the desirability of their locations: primarily Lower Manhattan and Las Vegas, where there are substantial barriers to entry. New York City has over 8.3 million residents and a thriving tourism industry, with 64.5 million tourists anticipated to visit in 2024. Las Vegas is the largest city in Nevada, with over 650,000 residents and a growing professional sports industry. In 2023, nearly 40 million people visited Las Vegas, spending over $51 billion.

Embedded Potential Upside Within Landlord Operations Segment. Our focus on increasing the occupancy of the assets in our Landlord Operations segment is expected to drive incremental upside. For example, at the Seaport, Pier 17 was 54% leased and 47% occupied as of March 31, 2024, with available space across its third and fourth floors that benefit from panoramic views of the Brooklyn skyline and the Brooklyn Bridge. Driven by a dedicated management team primarily focused on performance at this and other assets, we believe the Company has substantial internal growth prospects.

Thematically-Focused, Diversified Assets. While the focus of the Company is on entertainment, the assets encompass a wide range of leisure and recreational activities, including live concerts, fine dining, professional sports and high-end and experiential retail. Seaport Entertainment is not limited to a particular type of entertainment asset, and as a result, it seeks to meet the needs of different customers with the flexibility to adapt to changes in consumer trends, which today favor experiences over products. Unlike traditional landlords and real estate developers, which are focused on building and leasing space, we are a customer-centric business that is responsible for filling the space that we develop, own and lease with offerings that entice and engage our visitors.

Balance Sheet Positioned to Support Business Plan. We expect to conduct a $175 million Rights Offering of common stock following the distribution. In connection with the Rights Offering, we have entered into a backstop agreement with Pershing Square, which through investment funds advised by it is HHH's largest shareholder. Pursuant to that agreement, Pershing Square has agreed to (i) exercise its pro rata subscription right with respect to the Rights Offering at a price of $25 per share of our common stock and (ii) purchase any shares not purchased upon the expiration of the Rights Offering at the Rights Offering price, up to $175 million in the aggregate. We have a history of net losses, with a net loss of $44.1 million for the quarter ended March 31, 2024 and net losses of $838.1 million ($128.6 million excluding an impairment charge of $672.5 million for our assets and $37.0 million for unconsolidated ventures) and $111.3 million for the years ended December 31, 2023 and 2022, respectively, and our audited financial statements for the fiscal year ended December 31, 2023 were prepared on a going concern basis. See "Risk Factors—Risks Related to Our Business and Our Industry—Although our financial statements have been prepared on a going concern basis, our independent auditors in their report accompanying our combined financial statements for the year ended December 31, 2023 believe that our recurring losses from operations and other factors have raised substantial doubt about our ability to continue as a going concern as of December 31, 2023" for additional information. We currently expect to experience negative operating cash flow for the foreseeable future as we implement our business plan to achieve profitability. However, we believe the Company's cash balance following the contribution of $23.4 million of cash by HHH pursuant to the Separation Agreement and the capital raised from the Rights Offering, along with amounts available under the Revolving Credit Agreement, will be sufficient to meet our working capital and capital expenditure needs for the next twelve months and will give us significant liquidity and financial flexibility to both support the existing business and facilitate the Company's business plan. While we have no specific plans to incur additional debt in the next 12 months, we preserve the option to do so in the event of appropriate circumstances.

Scalable Platform. Embedded in Seaport Entertainment's assets are multiple avenues for potential growth, including through the expansion of existing partnerships and development of existing sites. More broadly, we believe the Company's focus on the intersection of entertainment and real estate is readily scalable, given the ability to pursue opportunities in leisure, tourism, hospitality, gaming, food and beverage and live entertainment spaces. We

view these avenues of growth holistically, as components and levers to create broader communities that engage our visitors and provide reasons to spend more time at our locations.

- *Live Events Opportunity*. The demand for live music is strong and accelerating worldwide. According to Live Nation, in 2023, concert attendance was up 20% year-over-year, with over 145 million fans attending over 50,000 events. Fee-bearing gross transaction value was up 30% year-over-year in 2023. In the first quarter of 2024, Live Nation concert ticket sales were pacing up almost 7% compared to the same period in 2023, with over 155 million tickets sold. Social media is also fueling fan interest in attending concerts, with Live Nation reporting that, as of February 2024, approximately 90% of live music goers agreed that seeing live music content on social media makes them want to attend shows. Seaport Entertainment's Summer Concert Series has experienced similar strong demand. In 2021, we hosted 30 concerts and sold over 84,000 tickets. In 2022, we hosted 60 shows and sold approximately 188,000 tickets, which was an approximately 50% increase in ticket sales compared to pre-pandemic levels. In 2023, we hosted 63 shows and sold approximately 204,000 tickets, representing an 8.5% increase in sales from the prior year. Based on these metrics, Seaport Entertainment views the live event/concert space to be an attractive opportunity for strong growth.

- *Food and Dining Opportunity*. Seaport Entertainment plans to leverage the growing consumer appetite for unique restaurant experiences as a catalyst to further expand its culinary footprint. According to the U.S. Department of Agriculture, consumers spent more on food in 2022 than ever before, even after adjusting for inflation. Of the total amount spent on food, consumer purchases for food away from home, including restaurants, have accelerated since the onset of the COVID-19 pandemic. As of 2022, expenditures on food away from home accounted for 54% of total food spending, marking a stark rise from its 50% market share in 2020, according to the U.S. Department of Agriculture. According to restaurant marketing platform BentoBox's 2023 Restaurant Trend Report, in 2023, diners spent approximately 7% more on restaurants than they did in 2022. In the first quarter of 2024, our Hospitality segment generated $4.0 million in revenue, representing a 23% decrease from first quarter of 2023. Our first quarter 2024 results were impacted by poor weather conditions, as evidenced by a 45% increase in total rainfall during the peak days of Friday through Sunday. In 2023, our Hospitality segment generated $33.0 million in revenues, representing a 23% decrease from 2022, and in 2022, our Hospitality segment revenue was $42.6 million, which was a 41% increase from 2021. Our Hospitality-related period-over-period comparisons do not adjust for operational revisions to our asset strategies from period to period, such as closing restaurant concepts or redirecting operations to use space for private events and/or concerts. Furthermore, our Hospitality segment includes equity earnings from our unconsolidated joint ventures, which primarily relate to our interest in the Tin Building by Jean-Georges joint venture. Although these joint ventures generate food and beverage revenue, our share of this revenue is recognized in equity earnings and not Hospitality revenue. The Tin Building by Jean-Georges joint venture generated food and beverage revenues of $6.5 million in the first quarter of 2024, $32.4 million in 2023, and $8.2 million in 2022. Based on the trend of growing demand for food and beverage offerings and our increased focus on food and beverage programming within the Seaport neighborhood, we believe there is an attractive opportunity to both improve the performance of our Hospitality segment and grow our food and beverage offerings.

- *Sports and Gaming Opportunity.* Consumer spending toward sporting events has demonstrated tremendous strength over the last few years. According to StubHub's 2023 Year in Live Experiences Report:
  - NFL sales heading into the 2023 season were double from 2022.
  - College football sales were up almost 50% at season start.
  - NHL sales were trending nearly double last season's start.
  - NBA sales on StubHub at season start were up nearly 60%.
  - MLS sales were up over 2.5x compared to 2022.

According to StubHub's 2024 MLB Season Preview, as of mid-March 2024, MLB ticket sales were up by over 60% compared to the same time last year. Similarly, admission prices for sporting events rose significantly in 2023. According to the Bureau of Labor Statistics, in October 2023, admission prices for sporting events increased by 25.1% year-over-year, which was the highest annualized growth rate measured by the CPI inflation gauge. In 2022 and 2023, we sold approximately 396,000 and 388,000 total tickets to Aviators games, respectively, generating revenue of approximately $9.4 million at an average ticket price of $23.88 and revenue of approximately $9.0 million at an average ticket price of $23.32, respectively. Due to the robust demand that exists for live sports and gaming events, Seaport Entertainment will look to further capitalize on new and existing opportunities within this segment of the market.

Experienced Management Team With a Proven Track Record. Seaport Entertainment's senior management team has decades of hospitality, entertainment and real estate industry expertise, significant public company experience, long-standing business relationships and an extensive track record of implementing strategies to create world-class brands. We believe that management's significant operating experience with complex and multi-faceted hospitality and real estate assets will enable the Company to achieve a streamlined model while pursuing innovative opportunities.

- *Anton D. Nikodemus is the Chief Executive Officer of Seaport Entertainment*. Mr. Nikodemus has spent over 30 years in entertainment and hospitality leading the development and operations of industry premier destination brands. Prior to joining Seaport Entertainment, he served as President and Chief Operating Officer of CityCenter for MGM Resorts International where he oversaw operations for The Cosmopolitan of Las Vegas, Vdara Hotel & Spa and ARIA Resort & Casino. Mr. Nikodemus notably led the creation and development of the MGM National Harbor Hotel & Casino in Maryland and the MGM Springfield in Massachusetts.

- *Matthew M. Partridge is the Chief Financial Officer of Seaport Entertainment*. Mr. Partridge has nearly 15 years of experience in real estate and hospitality across a variety of asset classes and operating models with public and private companies. Prior to joining Seaport Entertainment, Mr. Partridge was the Senior Vice President, Chief Financial Officer and Treasurer for two publicly traded real estate investment trusts, CTO Realty Growth, Inc. and Alpine Income Property Trust, Inc., where he was responsible for accounting, asset management, corporate finance and investor relations, information technology and risk management.

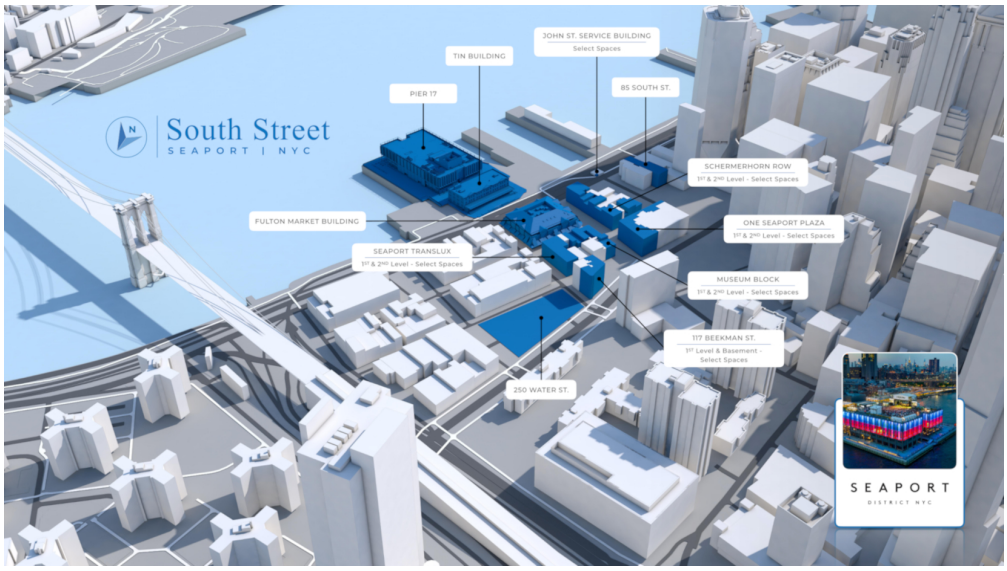
- *Lucy Fato is the General Counsel and Corporate Secretary of Seaport Entertainment*. Ms. Fato brings extensive public company experience to the Seaport management team. Prior to joining Seaport Entertainment, Ms. Fato spent approximately seven years at AIG, a global insurance company, most recently serving as Vice Chair and, before that, as General Counsel and Global Head of Communications and Government Affairs and, prior to her time at AIG, held leadership roles at McGraw-Hill Financial (now known as S&P Global) and Marsh McLennan.

Our Portfolio

We primarily analyze our portfolio of assets through the lens of our three operating segments: (1) Landlord Operations; (2) Hospitality; and (3) Sponsorships, Events, and Entertainment. In each segment, we believe there are multiple opportunities to drive operational efficiencies and value creation over time.

Landlord Operations. Landlord Operations represent our ownership interests in and operation of physical real estate assets. Currently, all Landlord Operations are located in the Seaport. The Seaport encompasses over 478,000 square feet of restaurant, retail, office and entertainment properties, as well as 21 residential units. It is one of the few multi-block neighborhoods in New York City largely under private management and was previously owned and operated by HHH since 2010. Over 13 years, HHH invested over $1 billion in the area, which we believe helped to revitalize the area and positioned it to become one of the premier food and beverage and entertainment destinations

in the city. Currently, we own 11 physical real estate assets in the Seaport that comprise 100% of our current Landlord Operations. These assets, reflected on the map below, include:



- Pier 17 – Pier 17 is a 213,000 square foot mixed-use building containing restaurants, entertainment, office space and an outdoor concert venue. The Rooftop at Pier 17 is a 3,500-person concert venue, which was voted the #1 outdoor music venue in New York City in 2022 by Red Bull and ranked by Pollstar as the fifth top club worldwide in 2023. In 2023, the Rooftop's Summer Concert Series had a record year, selling approximately 204,000 tickets over 63 shows, representing 93% of available ticket inventory. In addition to the concert venue, the building has five restaurants with renowned chefs including Jean-Georges and Andrew Carmellini, and three floors of unique space that can be utilized for retail, office and entertainment purposes.

- Tin Building – Across from Pier 17 is the Tin Building, a 54,000-square-foot culinary destination located on the site of the original Fulton Fish Market. The property opened in September 2022 after undergoing an over $200 million, five-year renovation to reconstruct the building in collaboration with Jean-Georges and is leased to our joint venture with a subsidiary of Jean-Georges. The building has three levels, offering over 20 culinary experiences, including restaurants, bars, grocery markets, retail and private dining.

- Fulton Market Building – The Fulton Market Building is a three-story, 115,000-square-foot mixed-use building. It is 100% leased to tenants like IPIC Theaters, which occupies 46,000 square feet and has a lease through 2035. In July 2022, high-end fashion brand Alexander Wang leased the entire third floor for its global fashion headquarters. The Lawn Club, an experiential retail concept focused on "classic lawn games" and superb cocktails, is one of our joint ventures and the most recent tenant, having opened in November 2023.

- Historic District Retail & Other – Seaport Entertainment is also the landlord for the following Historic District retail and other locations: Museum Block (1st and 2nd Level - Select Spaces), Schermerhorn Row (1st and 2nd Level - Select Spaces), Seaport Translux (1st and 2nd Level - Select Spaces), 117 Beekman Street (1st Level & Basement - Select Spaces), One Seaport Plaza (1st and 2nd Level - Select Spaces) and the John Street Service Building (Select Spaces), which collectively make up approximately 91,000 square feet.

- 250 Water Street – 250 Water Street is a full block, one-acre development site that is zoned for 547,000 square feet of market rate and affordable housing, office, retail and community-oriented gathering space. We believe 250 Water Street is a unique opportunity at the Seaport to redevelop this site into a vibrant mixed-use asset, provide long-term viability to the South Street Seaport Museum and deliver economic stimulus to the area. We have received all of the necessary approvals for the plans and permits to build the foundation, which we began building in the second quarter of 2022. Final remediation work on the site is complete, and we can commence construction of the new development at our discretion.

- 85 South Street – 85 South Street is an eight-story residential building with 21 apartments and approximately 5,500 square feet of ancillary office space.

Our Seaport assets primarily sit under a long-term ground lease from the City of New York that provides for an extension option that would extend its expiration from 2072 to 2120. In 2023, we paid $2.5 million in rent and fees under that ground lease and two smaller ground leases on our Seaport assets. The following table shows information about our Seaport assets as of March 31, 2024:

Asset	Asset Type	Ownership Type	Owned Rentable Square Feet	Rentable Units	% Occupied	% Leased
Pier 17	Mixed-Use	Owned Improvements	212,514	—	47%	54%
Fulton Market Building	Mixed-Use	Owned Improvements	114,999	—	100%	100%
Tin Building	Retail	Owned Improvements	53,783	—	100%	100%
Schermerhorn Row	Retail	Owned Improvements	28,872	—	85%	85%
One Seaport Plaza	Retail	Owned Improvements	24,518	—	12%	12%
Museum Block	Retail	Owned Improvements	23,633	—	52%	52%
Seaport Translux	Retail	Owned Improvements	9,928	—	0%	0%
117 Beekman Street	Retail	Owned Improvements	3,609	—	0%	0%
John Street Service Building	Retail	Owned Improvements	636	—	0%	0%
85 South Street	Multifamily & Office	Fee Simple	5,522	21	100%(2)	100%(2)
250 Water Street(1)	Development Site	Fee Simple	—	—	0%	0%
Total			478,014	21	66%	67%

(1) 250 Water Street is zoned for 547,000 square feet of market rate and affordable housing, office, retail and community-oriented gathering space.
(2) Occupancy and leasing figures for multifamily space. Ground floor office space is fully occupied but not leased.

Hospitality. Hospitality represents our ownership interests in various food and beverage operating businesses. Currently, we own, either wholly or through partnerships with third parties, and operate, including under license and management agreements, six fine dining and casual dining restaurants, cocktail bars and entertainment venues (The Fulton, Mister Dips, Carne Mare, Malibu Farm, Pearl Alley and The Lawn Club), as well as our unconsolidated venture, the Tin Building by Jean-Georges, which offers over 20 culinary experiences, including restaurants, bars, grocery markets, retail and private dining. These businesses are all our tenants and pay rent to our Landlord Operations. We are exploring the possibility of internalizing food and beverage operations that are currently operating under management agreements. We also have a 25% interest in Jean-Georges Restaurants.

Jean-Georges Restaurants was founded by renowned Michelin-star chef Jean-Georges Vongerichten and operates over 40 hospitality offerings across the world. In March 2022, HHH acquired a 25% interest in Jean-

Georges Restaurants for $45 million. The Tin Building by Jean-Georges was the first project completed by HHH and Jean-Georges since the minority stake acquisition, and it now plays an integral part in the Seaport's overall performance. Creative Culinary Management Company, LLC ("CCMC"), a wholly-owned subsidiary of Jean-Georges Restaurants, provides management services for certain retail and food and beverage businesses within the Seaport.

Sponsorships, Events, and Entertainment. Our Sponsorships, Events, and Entertainment segment includes the Las Vegas Aviators, the Las Vegas Ballpark, the Fashion Show Mall Air Rights, Seaport events and concerts and all of our sponsorship agreements across both the Seaport and the Las Vegas Ballpark.

- *The Aviators and Las Vegas Ballpark*. The Las Vegas Aviators are a Minor League Baseball team and the Triple-A affiliate of the Athletics. The team was acquired by the Summerlin Las Vegas Baseball Club, a subsidiary of HHH, and Play Ball Owners Group in May 2013. In 2017, HHH acquired Play Ball's 50% ownership stake for $16.4 million. In addition to the team, included in Seaport Entertainment is the Aviators' 10,000-person capacity ballpark, which is located in the heart of Downtown Summerlin, approximately nine miles west of the Las Vegas Strip. We estimate that the area draws approximately 20 million visitors per year. The Aviators averaged approximately 6,800 ticket sales per game in 2023. Since its opening in 2019, the Las Vegas Ballpark, which had a gross carrying value before accumulated depreciation of $132.0 million as of March 31, 2024, has been voted the best ballpark in Triple-A baseball in three out of the last five years by Ballpark Digest. In addition to hosting baseball games, the ballpark holds various special events throughout the year. On November 16, 2023, the Athletics received unanimous approval from MLB to relocate their team from Oakland to Las Vegas, where a new stadium would be built. In 2023, the Aviators and the ballpark generated approximately $33.4 million in revenue.

The following map shows the location of the Las Vegas Ballpark in relation to certain other Las Vegas landmarks.



- *The Rooftop at Pier 17*. The Rooftop at Pier 17 has evolved into one of the premier concert venues in New York City. The venue has capacity of 3,500 seats and in 2022 and 2023 hosted 60 and 63 concerts, respectively. Located two blocks south of the Brooklyn Bridge, the unique outdoor venue was voted the #1 outdoor music venue in New York City in 2022 by Red Bull and ranked by Pollstar as the fifth top club worldwide in 2023. The venue provides an unmatched outdoor entertainment opportunity for both

emerging and established musicians. In addition, given the venue's destination-like location, it has proven to be successful at hosting events year round and drives incremental revenue outside of the Summer Concert Series.

The demand for live music at The Rooftop at Pier 17 is evident based on the success of our Summer Concert Series, which premiered in 2018 hosting 24 shows and selling over 63,000 tickets. In 2023, our Summer Concert Series sold out 47 of 63 shows and sold approximately 204,000 tickets, which represented 93% of all available tickets, generating over $12 million in gross ticket sales. The venue's success is also demonstrated by its social media following, which is one of the largest for any New York City-area arena or concert venue, despite only having a 3,500-seat capacity. As a result, we are exploring opportunities to leverage the success of our Summer Concert Series during the winter season by potentially hosting an enclosed winter concert series.

- *The Fashion Show Mall Air Rights*. The Fashion Show mall is the 25th largest mall in the country. It has a prime Las Vegas Strip location, adjacent to the Wynn and Treasure Island. The mall is owned by Brookfield Properties and features more than 250 retailers and over 30 restaurants spread across approximately two million square feet. Seaport Entertainment has an interest in and to 80% of the air rights above the mall, with Brookfield Properties having an interest in and to the remaining 20% stake. The Fashion Show Mall Air Rights are a contractual right to form a joint venture to hold an 80% managing member interest in a to-be-formed entity that would own the air rights above the Fashion Show mall, as well as the exclusive right to develop such air rights. The Fashion Show Mall Air Rights may potentially be used to develop a new casino and hotel on the Las Vegas Strip. For additional information, see "Risk Factors—Risks Related to Our Business and Our Industry—We are exposed to risks associated with the development, redevelopment or construction of our properties, including the planned redevelopment at 250 Water Street and intended development in connection with our Fashion Show Mall Air Rights."



The Separation and Distribution

The Separation and Distribution

On October 5, 2023, HHH announced its intention to separate its Seaport Entertainment division from the remainder of its businesses.

It is expected that the HHH Board, or a duly authorized committee thereof, will approve the pro rata distribution of 100% of the issued and outstanding shares of our common stock, on the basis of one share of our common stock for every nine shares of common stock of HHH held as of the close of business on July 29, 2024 (the record date for the distribution).

Our Post-Separation Relationship with HHH

Prior to the completion of the distribution, we will be a wholly-owned subsidiary of HHH, and all of our outstanding shares of common stock will be owned by HHH. Following the separation and distribution, we and HHH will operate as separate publicly traded companies.

Furthermore, prior to the completion of the distribution, we will enter into a separation agreement with HHH (the "Separation Agreement"). We will also enter into various other agreements to provide a framework for our relationship with HHH after the separation, including a transition services agreement, an employee matters agreement and a tax matters agreement. These agreements will provide for the allocation between us and HHH of the assets, employees, services, liabilities and obligations (including their respective investments, property and employee benefits and tax-related assets and liabilities) of HHH and its subsidiaries attributable to periods prior to, at and after the separation and will govern certain relationships between us and HHH after the separation. For additional information regarding the Separation Agreement and such other agreements, please refer to sections entitled "The Separation and Distribution," "Certain Relationships and Related Party Transactions—Agreements with HHH" and "Risk Factors—Risks Related to the Separation and Our Relationship with HHH."

Reasons for the Separation

The HHH Board believes that separating its Seaport entertainment division from the remainder of HHH is in the best interests of HHH and its stockholders at this time for the following reasons:

- *Enhanced Strategic Focus and Capital Allocation Strategies.* Separating the Seaport Entertainment business into a standalone entity creates two separate companies, each focused on its distinct business strategy with flexibility to deploy capital toward its specific growth opportunities.
    - *Allows Howard Hughes to Focus on its Core Portfolio of Master Planned Communities*. HHH owns, manages, and develops commercial, residential, and mixed-use real estate throughout the U.S. It operates one of the nation's largest portfolios of master planned communities ("MPCs") spanning approximately 101,000 gross acres, including: The Woodlands®, Bridgeland® and The Woodlands Hills® in the Greater Houston, Texas area; Summerlin® in the Greater Las Vegas, Nevada area; Ward Village® in Honolulu, Hawaii; and Teravalis™ in the Greater Phoenix, Arizona area.
    - *Allows Seaport Entertainment to Focus on Enhancing the Value of its Existing Portfolio and to Acquire Additional Assets with a Differentiated Investment Strategy.* Post separation, Seaport Entertainment will be able to focus on unlocking the inherent value embedded in its unique collection of assets positioned at the intersection of entertainment and real estate. In addition, Seaport Entertainment's focus on acquiring hospitality and entertainment related physical and/or operational assets across geographic markets in both mixed-use communities and bespoke one-off locations materially differs from that of HHH. The separation allows Seaport Entertainment to pursue such acquisition opportunities, which may not have been pursued while the Seaport Entertainment business was owned by HHH. Seaport Entertainment can also manage its capital structure over the long-term as appropriate for the company.
- *Growth Opportunities.* The separation of Seaport Entertainment from HHH allows each company to pursue attractive growth opportunities in areas that align with its respective core competencies. With a well-capitalized balance sheet and liquidity, Seaport Entertainment expects to have the financial flexibility to pursue its business plan and seek to expand its scalable platform across multiple verticals within the entertainment and hospitality industries.

- *Organizational Efficiency.* Separating the Seaport Entertainment business from the remainder of HHH provides both companies with dedicated and experienced management teams and other key personnel to drive enhanced efficiencies across the organization, coupled with dedicated focus and attention to their respective assets, which will better position both companies to achieve their financial and commercial goals.

- *Direct and More Efficient Access to the Capital Markets.* The separation provides Seaport Entertainment with direct access to the capital markets, as demonstrated by the Rights Offering post separation. As a result, Seaport Entertainment will be able to more efficiently manage its capital structure in a manner more closely tailored to the company's business plan.

- *Clarity for the Investment Community.* Separating Seaport Entertainment from HHH provides existing and potential investors with greater transparency and better highlights the tailored investment opportunities presented by HHH and Seaport Entertainment. Over time, this should allow Seaport Entertainment ownership to shift to a shareholder base whose investment goals are more closely aligned with Seaport Entertainment's business.

- *Potential Value Creation.* Following the separation, Seaport Entertainment will be fully dedicated to realizing shareholder value through stabilizing its existing real estate portfolio, executing on its development pipeline, expanding of partnerships and pursuing strategic acquisitions that capitalize on industry trends. Similarly, the separation of entertainment-related assets from Howard Hughes will allow HHH to better focus on driving outsized performance within its core portfolio of MPCs.

- *Create Targeted Equity Currency.* The separation will result in each of HHH and Seaport Entertainment having publicly traded equity that may be a more attractive acquisition currency to related business owners seeking investment diversification and liquidity through a combination with Seaport Entertainment or HHH. Similarly, this targeted equity can be used for management incentive programs that should help Seaport Entertainment and HHH attract and retain talented employees seeking opportunities more closely aligned with each company's respective business plan. In addition, Seaport Entertainment's and HHH's management's and employees' equity incentive compensation will more directly align with Seaport Entertainment's and HHH's respective performances. The incentives of management and employees will therefore be more closely aligned with the performance of their respective business.

The HHH Board also considered certain aspects of the separation that may be adverse to us. Our common stock may come under initial selling pressure as certain HHH stockholders sell their shares in us because they are not interested in holding an investment in our business. Because we will no longer be part of HHH, the separation will also affect the terms upon which we can pursue cross-company business transactions and initiatives with HHH's other businesses. As a result of the separation, we will bear significant incremental costs associated with being a publicly-held company and will need to absorb certain corporate and operational support costs previously allocated to HHH.

The HHH Board concluded that the potential benefits of the separation outweighed these factors. See "The Separation and Distribution—Reasons for the Separation" and "Risk Factors."

Risk Factors Summary

An investment in shares of our common stock is subject to a number of risks, including risks relating to the separation, the successful implementation of our strategy and the ability to grow our business. The following list of risk factors is not exhaustive. See "Risk Factors" for a more thorough description of these and other risks.

Risks Related to Our Business and Our Industry

- Our portfolio has experienced, and is expected to continue to experience, significant negative operating cash flow for the foreseeable future, along with net losses. We require substantial cash, and, in the event that our management team is unsuccessful in achieving its business plan quickly enough, we may be forced

to change our business plan, dispose of assets and/or take other actions, which could materially adversely affect our financial condition and results of operations.

- In the event that our anticipated Rights Offering does not close, or results in less proceeds than expected, we will have less liquidity than expected and be forced to change our business model and dispose of assets, or take other actions, which could materially adversely affect our business, financial condition, results of operations and cash flows.
- Although our financial statements have been prepared on a going concern basis, our independent auditors in their report accompanying our combined financial statements for the year ended December 31, 2023 believe that our recurring losses from operations and other factors have raised substantial doubt about our ability to continue as a going concern as of December 31, 2023.
- Our business is dependent on discretionary consumer spending patterns and, as a result, could be materially, adversely impacted by an economic downturn, recession, financial instability, inflation or changes in consumer tastes and preferences.
- Downturn in tenants' businesses may reduce our revenues and cash flows.
- We may be unable to renew leases, lease vacant space or re-lease space as leases expire.
- The operational results of some of our assets may be volatile, especially the Seaport, which could have an adverse effect on our financial condition and results of operations.
- Significant competition could have an adverse effect on our business.
- The concentration of our properties in Manhattan and Las Vegas exposes our revenues and the value of our assets to adverse changes in local economic conditions.
- Some of our properties are subject to potential natural or other disasters, including those and other adverse effects resulting from climate change. Water and electricity shortages could also have an adverse effect on our business.
- If we are unable to make strategic acquisitions, develop and maintain strategic partnerships or enter into joint venture arrangements with strategic partners, our growth may be adversely affected, and we may not realize the expected benefit from such endeavors.
- We are exposed to risks associated with the development, redevelopment or construction of our properties.
- Cybersecurity risks and incidents, such as a breach of the Company's privacy or information security systems, or those of our vendors or other third parties, could compromise our information and expose us to liability, which would cause our business and reputation to suffer.

Risks Related to Our Sports Assets

- Our sports assets face intense and wide-ranging competition, which may have a material negative effect on our business and results of operations.
- Our business is substantially dependent on the continued popularity and/or competitive success of the Aviators, which cannot be assured.

Financial Risks

- We will be unable to develop, redevelop or expand our properties without sufficient capital or financing.
- Our current and future indebtedness, including restrictions in the agreements governing such indebtedness, and changing interest rates could adversely affect our business, prospects, financial condition or results of operations and prevent us from fulfilling our financial obligations.

Regulatory, Legal and Environmental Risks

- Government regulations and legal challenges may delay the start or completion of the development of our properties, increase our expenses or limit our building or other activities.
- We may be subject to increased compliance costs to comply with new and contemplated government regulations relating to energy standards and climate change.
- We may be subject to potential costs to comply with environmental laws.

Risks Related to the Separation and Our Relationship with HHH

- We have no history of operating as a separate, publicly traded company, and our historical and pro forma financial information is not necessarily representative of the results that we would have achieved as a separate, publicly traded company and may not be a reliable indicator of our future results.
- Future sales of our common stock, or the perception that such sales may occur, could depress our common stock price.
- We may not achieve some or all of the expected benefits of the separation, and the separation may adversely affect our business.
- If the distribution fails to qualify as a distribution under Section 355 of the Code, HHH stockholders could incur significant adverse tax consequences, and we could be required to indemnify HHH for certain tax consequences that could be material. Even if the distribution qualifies as a distribution under Section 355 of the Code, certain non-U.S. HHH stockholders could incur significant adverse tax consequences.

Risks Related to Our Common Stock

- We cannot be certain that an active trading market for our common stock will develop or be sustained after the separation, and following the separation, the price of our common stock may fluctuate significantly.

Emerging Growth Company Status

We are an "emerging growth company," as defined by the Jumpstart Our Business Startups Act of 2012. We will continue to be an emerging growth company until the earliest to occur of the following:

- the last day of the fiscal year in which our total annual gross revenues first meet or exceed $1.235 billion (as adjusted for inflation);
- the date on which we have, during the prior three-year period, issued more than $1.0 billion in non-convertible debt;
- the last day of the fiscal year in which we (i) have an aggregate worldwide market value of common stock held by non-affiliates of $700 million or more (measured at the end of each fiscal year) as of the last business day of our most recently completed second fiscal quarter and (ii) have been a reporting company under the Securities Exchange Act of 1934 (the "Exchange Act") for at least one year (and have filed at least one annual report under the Exchange Act); and
- the last day of the fiscal year following the fifth anniversary of the date of our separation from HHH.

For as long as we are an emerging growth company, we may take advantage of certain exemptions from various reporting requirements that are applicable to other public companies that are not emerging growth companies, including, but not limited to, not being required to comply with the auditor attestation requirements in the assessment of our internal control over financial reporting under Section 404(b) of the Sarbanes-Oxley Act of 2002 (the "Sarbanes-Oxley Act"), exemption from new or revised financial accounting standards applicable to public companies until such standards are also applicable to private companies, reduced disclosure obligations regarding executive compensation in our periodic reports, proxy statements and registration statements, and exemptions from

the requirement of holding a nonbinding advisory vote on executive compensation and stockholder approval on golden parachute compensation not previously approved. We may choose to take advantage of some or all of these reduced burdens. For example, we have taken advantage of the reduced disclosure obligations regarding executive compensation in this information statement. For as long as we take advantage of the reduced reporting obligations, the information we provide stockholders may be different from information provided by other public companies. In addition, it is possible that some investors will find our common stock less attractive as a result of these elections, which may result in a less active trading market for our common stock and higher volatility in the price of our common stock.

We have elected to not take advantage of the extended transition period that allows an emerging growth company to delay the adoption of certain accounting standards until those standards would otherwise apply to private companies, which means that the financial statements included in this information statement, as well as financial statements we file in the future, will be subject to all new or revised accounting standards generally applicable to public companies. Our election not to take advantage of the extended transition period is irrevocable.

Corporate Information

We were incorporated in Delaware on January 24, 2024 for the purpose of holding HHH's Seaport Entertainment business in connection with the separation and the distribution. Prior to the separation, which is expected to occur immediately prior to completion of the distribution, we had no operations. The address of our principal executive offices is 199 Water Street, 28th Floor, New York, New York 10038. Our telephone number is (212) 732-8257.

We maintain an internet website at www.seaportentertainment.com. Our website, and the information contained on or accessible through our website, is not incorporated by reference in this information statement.

Reason for Furnishing this Information Statement

This information statement is being furnished solely to provide information to HHH stockholders who will receive shares of our common stock in the distribution. This information statement is not, and should not be construed as, an inducement or encouragement to buy or sell any securities. The information in this information statement is believed by us to be accurate as of the date set forth on its cover. Changes may occur after that date, and neither we nor HHH will update the information except in the normal course of our and HHH's respective disclosure obligations and practices.

SUMMARY HISTORICAL AND UNAUDITED PRO FORMA COMBINED FINANCIAL DATA

The following summary historical and unaudited pro forma combined financial data reflects the combined financial statements of the Seaport Entertainment division of HHH. We derived the combined statement of operations data for the three months ended March 31, 2024 and March 31, 2023 and the combined balance sheet data as of March 31, 2024, as set forth below, from our historical unaudited condensed combined financial statements, which are included elsewhere in this information statement. We derived the summary historical combined statement of operations data for the years ended December 31, 2023, December 31, 2022 and December 31, 2021 and the summary historical combined balance sheet data as of December 31, 2023 and December 31, 2022, as set forth below, from our historical combined financial statements, which are included elsewhere in this information statement. We derived the summary unaudited pro forma combined statement of operations data for the three months ended March 31, 2024 and the fiscal year ended December 31, 2023, and the summary unaudited pro forma combined balance sheet data as of March 31, 2024, as set forth below, from our unaudited pro forma combined financial information included in the "Unaudited Pro Forma Combined Financial Statements" section of this information statement.

We have historically operated as part of HHH and not as a separate, publicly traded company. Our combined financial statements have been derived from HHH's historical accounting records and are presented on a carve-out basis. All revenues, expenses, assets, and liabilities directly associated with our business activity are included as a component of the pro forma combined financial statements. The pro forma combined financial statements also include expense allocations for certain support functions that are provided on a centralized basis within HHH. While these allocations have been determined on a reasonable basis, the amounts are not necessarily representative of the amounts that would have been reflected in the combined financial statements had we been an entity that operated separately from HHH during the periods presented.

The summary unaudited pro forma combined financial data presented has been prepared to reflect the transactions described in the section entitled "Unaudited Pro Forma Combined Financial Statements" (the "Transactions"). The summary unaudited pro forma combined financial data has been derived from our unaudited pro forma combined financial statements included elsewhere in this information statement. The unaudited pro forma combined statement of operations data for the three months ended March 31, 2024 and the year ended December 31, 2023, gives effect to the Transactions as if they had occurred on January 1, 2023, the first day of fiscal 2023. The unaudited pro forma combined balance sheet data reflects our financial condition as if the Transactions had occurred on March 31, 2024, our latest balance sheet date. The assumptions used and pro forma adjustments derived from such assumptions are based on currently available information.

The summary unaudited pro forma combined financial statements are not necessarily indicative of our results of operations or financial condition had the Transactions been completed on the dates assumed. Also, they may not reflect the results of operations or financial condition that would have resulted had we been operating as a separate, publicly traded company during such periods. In addition, they are not necessarily indicative of our future results of operations, financial condition or cash flows.

This summary historical and pro forma combined financial data should be reviewed in combination with the sections entitled "Unaudited Pro Forma Combined Financial Statements," "Capitalization" and "Management's Discussion and Analysis of Financial Condition and Results of Operations" and the combined financial statements and accompanying notes included elsewhere in this information statement. The unaudited pro forma combined financial information constitutes forward-looking information and is subject to certain risks and uncertainties that

could cause actual results to differ materially from those anticipated. See "Cautionary Statement Concerning Forward-Looking Information" included elsewhere in this information statement.

(unaudited) *(in thousands)*	Pro Forma For the three months ended March 31, 2024 (Unaudited)	Historical Three months ended March 31, 2024	 2023
Selected Statements of Operations Data:			
Sponsorships, events, and entertainment revenue	$ 4,180	$ 4,180	$ 4,081
Hospitality revenue	4,004	4,004	5,222
Rental revenue	6,447	6,447	5,442
Other revenue	23	23	3
Total revenues	**14,654**	**14,654**	**14,748**
Operating expenses[(1)]	20,333	20,333	22,006
General and administrative	16,554	16,554	5,456
Depreciation and amortization	8,074	8,074	13,230
Operating loss	**(31,252)**	**(31,252)**	**(26,307)**
Equity in losses from unconsolidated ventures	(10,280)	(10,280)	(10,820)
Net loss	**(43,448)**	**(44,078)**	**(37,757)**

(1) Operating expenses as presented in the table above includes (1) Sponsorships, Events, and Entertainment costs, (2) Hospitality costs and (3) Operating costs.

(in thousands)	Pro Forma For the year ended December 31, 2023 (Unaudited)	Historical For the year ended December 31, 2023	 2022	 2021
Selected Statements of Operations Data:				
Sponsorships, events, and entertainment revenue	$ 60,623	$ 60,623	$ 55,724	$ 41,504
Hospitality revenue	32,951	32,951	42,565	29,632
Rental revenue	22,096	22,096	19,810	7,978
Other revenue	8	8	947	3,506
Total revenues	**115,678**	**115,678**	**119,046**	**82,620**
Operating expenses[(1)]	120,117	120,117	120,849	98,773
General and administrative	51,137	30,536	16,977	17,214
Depreciation and amortization	48,432	48,432	47,356	41,612
Provision for impairment	672,492	672,492	—	—
Operating loss	**(777,007)**	**(756,406)**	**(66,671)**	**(75,919)**
Equity in losses from unconsolidated ventures	(80,633)	(80,633)	(37,124)	(1,988)
Net loss	**(859,571)**	**(838,065)**	**(111,277)**	**(80,866)**

(1) Operating expenses as presented in the table above includes (1) Sponsorships, Events, and Entertainment costs, (2) Hospitality costs and (3) Operating costs.

(in thousands)	Pro Forma	Historical		
	As of March 31, 2024 (Unaudited)	As of March 31, 2024 (Unaudited)	As of December 31,	
			2023	2022
Balance Sheet Data:				
Cash and cash equivalents and restricted cash	$ 233,657	$ 44,130	$ 43,845	$ 66,713
Total assets	801,183	614,729	616,813	1,314,515
Total liabilities	174,000	225,597	231,920	218,329
Total equity	627,183	389,132	384,893	1,096,186
Total liabilities and equity	801,183	614,729	616,813	1,314,515

RISK FACTORS

You should carefully consider the risks and uncertainties described below, together with the information included elsewhere in this information statement. The risks and uncertainties described below are those that we deem currently to be material, and do not represent all of the risks that we face. Additional risks and uncertainties not presently known to us or that we currently do not consider material may in the future become material and impair our business operations. If any of the following risks actually occur, our business could be materially harmed, our financial condition, results of operations and prospects could be materially and adversely affected, and the value of our securities could decline significantly.

Risks Related to Our Business and Our Industry

Our portfolio has experienced, and is expected to continue to experience, significant negative operating cash flow for the foreseeable future, along with net losses. We require substantial cash, and, in the event that our management team is unsuccessful in achieving its business plan quickly enough, we may be forced to change our business plan, dispose of assets and/or take other actions, which could materially adversely affect our financial condition and results of operations. Such actions could also affect the tax treatment of the distribution to HHH and its stockholders, which could result in a material indemnification obligation pursuant to the tax matters agreement.

We have a history of incurring net losses, and we currently expect to experience negative operating cash flow for the foreseeable future. For the quarter ended March 31, 2024, we incurred a net loss of $44.1 million. For the years ended December 31, 2023 and 2022, we incurred net losses of $838.1 million ($128.6 million excluding an impairment charge of $672.5 million for our assets and $37.0 million for unconsolidated ventures) and $111.3 million, respectively. We had negative operating cash flows of $18.8 million for the quarter ended March 31, 2024 and $50.8 million and $29.5 million for the years ended December 31, 2023 and 2022, respectively. Historically, our portfolio has required support in the form of contributions from HHH to fund our operations and meet our obligations, with net transfers from HHH of $47.7 million for the quarter ended March 31, 2024 and $125.3 million and $239.6 million for the years ended December 31, 2023 and 2022, respectively. We do not expect to receive additional funding from HHH after the separation and distribution.

Additionally, our business model is cash intensive. The campus nature of our Seaport portfolio requires a higher level of overhead because expenses like cleaning and security are not directly correlated to the occupancy in one building. Instead, overhead costs are largely correlated to the activation of the entire district for retail, events, sponsorships and food and beverage operations. In addition, our management's business plan depends significantly on leasing up our existing Seaport assets, which we expect will involve significant capital expenditures. For instance, the portfolio of assets within Landlord Operations at the Seaport was 67% leased and 66% occupied as of March 31, 2024, and we are focused on leasing this space. As of March 31, 2024, approximately 50% of our existing office space was leased and occupied in the Seaport, and we are actively seeking to lease the vacant space, which may involve converting space from office to hospitality uses. We are also focused on leasing other available retail space at the Seaport, of which 59% was leased and occupied as of the same period-end. Such leasing activities will require significant capital expenditures in addition to the substantial capital expenditures necessary or the ongoing operation of our portfolio.

We cannot offer any assurance as to our future financial results, and, as noted above, we currently expect to experience significant negative operating cash flow and net losses for the foreseeable future. Our inability to achieve positive cash flow from our current operating plans over time or to raise capital to cover anticipated shortfall would have a material adverse effect on our business, financial condition, results of operations and ability to implement our business plan, and could have a material adverse effect on our ability to meet our obligations as they become due, which could force us to change our business plans, dispose of assets and/or take other action in order to continue to operate. In addition, such actions could affect the tax treatment of the distribution to HHH and its stockholders, and if so, we could be required to indemnify HHH for certain tax consequences that could be material pursuant to indemnification obligations under the tax matters agreement. See "—Risks Related to the Separation and Our Relationship with HHH."

In the event that our anticipated Rights Offering does not close, or results in less proceeds than expected, we will have less liquidity than expected and be forced to change our business model and dispose of assets, or take other actions, which could materially adversely affect our business, financial condition, results of operations and cash flows.

We expect to commence a $175 million Rights Offering following the separation and distribution. We have entered into a backstop agreement with Pershing Square, pursuant to which it has agreed to (i) exercise its pro rata subscription right with respect to the Rights Offering and (ii) purchase any remaining shares that are not subscribed for in the Rights Offering, up to $175 million in the aggregate; however, we can provide no assurance that we will receive the anticipated proceeds from the Rights Offering. The backstop agreement contains customary closing conditions, including there having been no material adverse effect on our business. Additionally, Pershing Square has agreed to standstill provisions such that, subject to limited exceptions, it will not effect or agree to effect any acquisition of our securities for 18 months following the completion of our spin-off from HHH. Pershing Square's obligations to provide the backstop under the agreement expire on October 25, 2024, so if the Rights Offering closes after such date, we cannot assure you of the amount of proceeds that we will receive in the anticipated Rights Offering, if any. In the event that we do not receive the full proceeds expected from the Rights Offering and/or the potential backstop agreement, whether due to a material adverse effect having impacted our business, market conditions having resulted in the abandonment or a delay in the Rights Offering or other reasons, we will have less liquidity than expected, which would exacerbate the risks described in this information statement.

Although our financial statements have been prepared on a going concern basis, our independent auditors in their report accompanying our combined financial statements for the year ended December 31, 2023 believe that our recurring losses from operations and other factors have raised substantial doubt about our ability to continue as a going concern as of December 31, 2023.

Our audited financial statements for the fiscal year ended December 31, 2023 were prepared on a going concern basis in accordance with generally accepted accounting principles in the United States ("GAAP"). The going concern basis presumes that for the foreseeable future, funds will be available to finance future operations and that the realization of assets and settlement of liabilities, contingent obligations and commitments will occur in the ordinary course of business. However, our independent auditors in their report accompanying our consolidated financial statements for the year ended December 31, 2023 believe that our recurring losses from operations and other factors have raised substantial doubt about our ability to continue as a going concern as of December 31, 2023. As noted above, we have a history of incurring net losses and have experienced and expect to continue to experience negative operating cash flow for the foreseeable future. Historically, we required funding in the form of contributions from HHH to fund our operations and meet our obligations, and we do not expect to receive additional funding from HHH after the separation and distribution. We cannot offer any assurance as to our future financial results, and we currently expect to experience negative operating cash flow for the foreseeable future. While we believe that our existing cash balances, restricted cash balances, funds provided by HHH prior to the separation and distribution, along with expected borrowing capacity, as well as the proceeds of our anticipated Rights Offering and the related backstop commitment, taken as a whole, will provide adequate liquidity to meet all of our current and long-term obligations when due, including our third-party mortgages payable, and adequate liquidity to fund capital expenditures and redevelopment projects, including our working capital and capital expenditure needs for the next twelve months, we cannot provide assurances that we will raise the expected proceeds from our anticipated Rights Offering and the related backstop commitment, or that we will be able to secure additional funding on terms acceptable to us, or at all, if and when needed. Our inability to achieve positive cash flow from our current operating plans over time or to raise capital to cover shortfalls would have a material adverse effect on our business, financial condition, results of operations and our ability to implement our business plan, and could have a material adverse effect on our ability to meet our obligations as they become due, which could force us to curtail our operations or take other action in order to continue to operate.

Our business is dependent on discretionary consumer spending patterns and, as a result, could be materially, adversely impacted by an economic downturn, recession, financial instability, inflation or changes in consumer tastes and preferences.

Our business depends in part on consumers spending discretionary dollars at our assets. Consumer spending has in the past declined, and may in the future decline at any time, for reasons beyond our control, including as a result of economic downturns or recessions, unemployment and consumer income levels, financial market volatility, credit conditions and availability, inflation, rising interest rates, increases in theft or other crime, pandemics or other public health concerns and changes in consumer preferences. The risks associated with our businesses and described herein may become more acute in periods of a slowing economy or recession. In addition, instability and weakness in the U.S. and global economies, including due to the effects caused by disruptions to financial markets, high inflation, high interest rates, recession, high unemployment, geopolitical events and the negative effects on consumer confidence and consumers' discretionary spending, have in the past negatively affected, and may in the future materially negatively affect, our business and operations. For example, the restaurant and hospitality industry is highly dependent on consumer confidence and discretionary spending. Economic, political or social conditions or events that adversely impact consumers' ability or willingness to dine out could, in turn, adversely impact our revenues related to JG and the Seaport. If such conditions or events were to persist for an extended period of time or worsen, our overall business and results of operations may be adversely affected.

Downturn in tenants' businesses may reduce our revenues and cash flows.

A tenant may experience a downturn in its business, due to a variety of factors including rising inflation or interest rates or supply chain issues, which may weaken its financial condition and result in its failure to make timely rental payments or result in defaults under our leases. For example, certain of our tenants experienced supply chain issues during the COVID-19 pandemic, as well as in connection with Hurricane Ida in 2021, and although none of these issues resulted in a material adverse impact on our business, similar events in the future could adversely affect us. The rate of defaults may increase from historical levels due to tenants' businesses being negatively impacted by higher interest rates. In the event of default by a tenant, we may experience delays in enforcing our rights as the landlord and may incur substantial costs in protecting our investment.

We may be unable to renew leases, lease vacant space or re-lease space as leases expire.

We cannot provide any assurance that existing leases, including one lease at Pier 17 that is set to expire in December 2025 and that represented approximately 12% of our total 2023 rental revenues, will be renewed, that we will be able to lease vacant space or re-lease space as leases expire or that our rental rates will be equal to or above the current rental rates previously negotiated by HHH. The assets within Landlord Operations at the Seaport were 67% leased as of March 31, 2024, and we are focused on improving occupancy levels at these assets; however, no assurance can be given that we will be successful in leasing this space. If the average rental rates for our properties decrease, existing tenants do not renew their leases, vacant space is not leased or available space is not re-leased as leases expire, our financial condition, results of operations, cash flows, the quoted trading price of our securities and our ability to satisfy our debt service obligations at the affected properties could be adversely affected.

The operational results of some of our assets may be volatile, especially the Seaport, which could have an adverse effect on our financial condition and results of operations.

The Seaport's operational results have been and may in the future be volatile. The volatility is largely the result of: (i) seasonality; (ii) potential sponsorship revenue; (iii) potential event revenue; (iv) demand for rentable space; and (v) business operating risks from various start-up businesses. We own, either wholly or through joint ventures, and in some instances operate, several start-up businesses in the Seaport. As a result, the revenues and expenses of these businesses directly impact the net operating income of the Seaport, which could have an adverse effect on our financial condition and results of operations.

For example, seasonality has a significant impact on our Seaport business due to weather conditions, New York City tourism and other factors, with the majority of Seaport's revenue generated between May and October. Similarly, in In Las Vegas, we are significantly impacted by the baseball season, with a significant portion of our Sponsorship, Events, and Entertainment segment revenue generated between April and September. As a result, our

total revenues tend to be higher in the second and third quarters, and our quarterly results for any one quarter or in any given fiscal year may not be indicative of results to be expected for any other quarter or year. Additionally, during periods of extreme temperatures (either hot or cold) or precipitation, we may experience significant reductions in consumer traffic, which could adversely affect our assets and our business as a whole. For example, operational results related to our Seaport business in 2023 were impacted by a 63% year-over-year increase in total rainfall during peak visitation months (May through September) and an 80% year-over-year increase in total rainfall during peak days (Friday through Sunday).

Additionally, our investment in JG and the related development of the Tin Building are both relatively new, and uncertainty around those investments could also contribute to volatile results.

Significant competition could have an adverse effect on our business.

The nature and extent of the competition we face depend on the type of property. Because our existing portfolio consists of entertainment-related assets, these properties compete for consumers and their discretionary dollars with other forms of entertainment, leisure and recreational activities. This competition is particularly intense in Manhattan and in the Las Vegas area, where most of our assets are located. The success of our business depends in part on our ability to anticipate and respond quickly to changing consumer tastes, preferences and purchasing habits. Many of the entities operating competing businesses are larger and have greater financial resources, have been in business longer, or have greater name recognition, and as a result may be able to invest greater resources than we can in attracting consumers to our properties. Certain of our assets will depend on our ability to attract concerts and other events to our venues, and in turn the ability of performers to attract strong attendance.

JG, in which we own a 25% stake, competes in the restaurant industry with national, regional and locally-owned or operated restaurants, an industry characterized by the continual introduction of new concepts and subject to rapidly changing consumer preferences, tastes, trends and eating and purchasing habits. A substantial number of restaurants compete with JG for customers, consumer dollars, restaurant locations and qualified management and other restaurant staff.

Numerous residential and commercial developers, some with greater financial and other resources, compete with us in seeking resources for development and prospective purchasers and tenants. Competition from other real estate developers may adversely affect our ability to attract and retain experienced real estate development personnel or obtain construction materials and labor. These competitive conditions can adversely affect our results of operations and financial condition.

Additionally, there are numerous shopping facilities that compete with our operating retail properties in attracting retailers to lease space. In addition, retailers at these properties face continued competition from other retailers, including internet retailers. Competition of this type could adversely affect our results of operations and financial condition. In addition, we compete with other major real estate investors and developers, many of whom have lower costs of, and superior access, to capital for attractive investment and development opportunities.

The concentration of our properties in Manhattan and Las Vegas exposes our revenues and the value of our assets to adverse changes in local economic conditions.

The properties we own are located in the same or a limited number of geographic regions, largely Manhattan and the Las Vegas area. Our current and future operations at the properties in these areas are generally subject to significant fluctuations caused by various factors that are beyond our control such as the regional and local economies, which may be negatively impacted by material relocation by residents, industry slowdowns, increased unemployment, lack of availability of consumer credit, levels of consumer debt, adverse weather conditions, natural disasters, climate change and other factors, as well as the local real estate conditions, such as an oversupply of, or a reduction in demand for, retail space or retail goods and the availability and creditworthiness of current and prospective tenants.

In addition, some of our properties are subject to various other factors specific to those geographic areas. For example, tourism is a major component of the local economies in lower Manhattan and in the Las Vegas area, so our properties in those areas are susceptible to factors that affect travel and tourism related to these areas, including cost

and availability of air services and the impact of any events that disrupt air travel to and from these regions. Moreover, these properties may be affected by risks such as acts of terrorism and natural disasters, including major fires, floods, droughts and heat waves, as well as severe or inclement weather, which could also decrease tourism activity.

Given that the majority of our revenue comes from the Seaport in Manhattan, we are also particularly vulnerable to adverse events (including acts of terrorism, threats to public safety, natural disasters, epidemics, pandemics, weather conditions, labor market disruptions and government actions) and economic conditions in New York City and the surrounding areas. For example, the Seaport's operations and operating results were materially impacted by the COVID-19 pandemic and New York state and city laws and regulations regarding lockdowns and capacity restrictions. Declines or disruptions in certain industries—for example, the financial services or media sectors—may also have a significant adverse effect on the New York City economy or real estate market, which could disproportionately impact on our business.

Further, our assets in the Las Vegas area are to some degree dependent on the gaming industry, which could be adversely affected by changes in consumer trends and preferences and other factors over which we have no control. The gaming industry is characterized by an increasingly high degree of competition among a large number of participants, including land-based casinos, video lottery, sweepstakes and poker machines, many of which are located outside of Las Vegas. Such increased competition could have a negative impact on the local Las Vegas economy and result in an adverse effect on our assets in the Las Vegas area. The success of our assets in the Las Vegas area may also be negatively impacted by changes in temperature due to climate change, increased stress on water supplies caused by climate change and population growth and other factors over which we have no control.

If any or all of the factors discussed above were to occur and result in a decrease in the revenue derived from assets in any of these geographic regions, it would likely have a material adverse effect on our business, financial condition and results of operations.

Some of our properties are subject to potential natural or other disasters.

Our properties are located in areas which are subject to natural or other disasters, including hurricanes, floods, wild fires, heat waves and droughts. We cannot predict the extent of damage that may result from such adverse weather events, which depend on a variety of factors beyond our control. Whether such events are caused or exacerbated by global climate changes or other factors, our properties in Manhattan, a coastal region, could be affected by increases in sea levels, the frequency or severity of hurricanes and tropical storms, or environmental disasters, and our properties in the Las Vegas area could be negatively impacted by changes in temperature or increased stress on water supplies. Additionally, adverse weather events can cause widespread property damage and significantly depress the local economies in which we operate and have an adverse impact on our business, financial condition and operations.

Climate change may adversely affect our business.

As a result of climate change, we may experience extreme weather and changes in precipitation and temperature, all of which may result in physical damage or a decrease in demand for our properties located in the areas affected by these conditions. Should the impact of climate change be material in nature or occur for lengthy periods of time, our financial condition and results of operations would be adversely affected. In addition, many state and local governments are adopting or considering adopting regulations requiring that property owners and developers include in their development or redevelopment plans resiliency measures to address climate-change related risks. We may be required to incur substantial costs if such regulations apply to any of our properties. There are also increasing expectations on climate and other sustainability matters from various investors, consumers and other stakeholders, and our actual or perceived sustainability performance and disclosures may impact these stakeholders' interest in our company or our real estate. Moreover, various policymakers, including the SEC and the State of New York, have adopted or are considering adopting laws requiring disclosure of certain climate-related information, which may require additional costs for us to comply. Our tenants and suppliers may be subject to similar risks, which may indirectly impact us as well.

Water and electricity shortages could have an adverse effect on our business, financial condition and results of operations.

Drought conditions and increased temperature—particularly in the Las Vegas, Nevada region—could cause our assets to experience water and electricity shortages. The lack or reduced availability of electricity or water may make it more difficult or expensive for us to operate our businesses and obtain approvals for new developments and could limit, impair or delay our ability to develop or sell, or increase the cost of developing, our assets in the relevant areas.

If we are unable to make strategic acquisitions and develop and maintain strategic partnerships, our growth may be adversely affected, and we may not realize the expected benefit from acquisitions and partnerships.

As part of our long-term business strategy, we intend to opportunistically seek out acquisitions and utilize strategic partnerships. There are no assurances, however, that attractive acquisition or strategic partnership opportunities will arise, or if they do, that they will be consummated, or that any needed additional financing for such opportunities will be available on satisfactory terms when required. We cannot provide assurances that acquired assets will be successfully integrated into our operations or that they will perform in accordance with our expectations, nor can we provide assurances that strategic partnerships will be successful or that our relationships with our partners will continue to be mutually beneficial. If attractive acquisitions cannot be identified and successfully consummated, or if strategic partnerships cannot be established or successfully maintained, it could negatively impact our business, financial condition and results of operations.

We are party to numerous joint venture arrangements with strategic partners, and our business strategy may include seeking to enter into new joint venture arrangements, as well as expanding relationships with our existing strategic partners. Our strategic partners may have interests that are different from ours. Furthermore, we rely on certain of our joint venture partners to provide management services at certain of our restaurants and operations, and if we were no longer able to rely on such partnerships for those services, we would be required to find an alternative; we can provide no assurances as to our success in finding a new management partner or providing such services internally.

We currently have entered and may intend to enter into additional joint venture partnerships, such as with respect to (a) our 25% interest in JG and (b) the Fashion Show Mall Air Rights. Our joint venture partners may bring local market knowledge and relationships, development experience, industry expertise, financial resources, financing capabilities, brand recognition and credibility or other competitive advantages. In the future, we may not have sufficient resources, experience and/or skills to locate desirable partners, including in the event that we determine to expand our operations outside of our current locations in New York and Las Vegas. For example, our New York location currently relies on a wholly owned subsidiary of JG, Creative Culinary Management Company, to provide management services for certain retail and food and beverage businesses that the Company owns, either wholly or through partnerships with third parties, including the Tin Building by Jean-Georges, The Fulton and Malibu Farm. Pursuant to various management agreements, CCMC is responsible for employment and supervision of all employees providing services for the food and beverage operations and restaurant as well as the day-to-day operations and accounting for the food and beverage operations. In the event that JG determines no longer to contract with us, we determine to expand our operations to locations that are not managed by JG or we conclude that it is in our best interest to internalize these services, we would either be required to find a new management partner or to provide such services internally. Whether we would be successful in finding a suitable management partner or in providing such services internally cannot be assured. We also may not be able to identify and attract partners who want to conduct business in the locations where our properties are located or may be located in the future, and who have the assets, reputation or other characteristics that would enhance our growth strategies.

While we generally participate in making decisions for our jointly owned properties and assets, we might not always have the same objectives as the partner in relation to a particular asset, and we might not be able to formally resolve any issues that arise. In addition, actions by a partner may subject property owned by the joint venture to liabilities greater than those contemplated by the joint venture agreements, be contrary to our instructions or requests or result in adverse consequences. In many instances we do not exercise control over decisions made with respect to our joint ventures or their assets, and decisions may be made that are detrimental to our interests. Furthermore, we

have made, and expect to continue to seek to make, investments in unconsolidated ventures that we do not control and account for under the equity method. We rely on the information, including financial information, prepared by these ventures to monitor our investments and prepare our financial statements. Errors in the financial statements or other information provided to us could lead to errors in our financial statements.

The bankruptcy or, to a lesser extent, financial distress of any of our joint venture partners could materially and adversely affect the relevant property or properties. If this occurred, we would be precluded from taking some actions affecting the estate of the other investor without prior court approval which would, in most cases, entail prior notice to other parties and a hearing. At a minimum, the requirement to obtain court approval may delay the actions we would or might want to take. If the relevant joint venture through which we have invested in a property has incurred recourse obligations, the discharge in bankruptcy of one of the other partners might result in our ultimate liability for a greater portion of those obligations than would otherwise be required.

Several of our properties and our tenants depend on frequent deliveries of food, alcohol and other supplies, which subjects us to risks of shortages, interruptions and price fluctuations for those goods.

The ability of several of our properties, including JG, and some of our tenants to maintain consistent quality service depends in part on their ability to acquire fresh, quality products from reliable sources. If there were any major shortages, interruptions or significant price fluctuations for certain fresh, quality products or if suppliers were unable to perform adequately or fail to distribute products or supplies to our properties or the properties of our tenants, or terminate or refuse to renew any contract with them, this could adversely affect our business and results of operations.

In addition, JG and certain of our tenants purchase beer, wine and spirits from distributors who own the exclusive rights to sell such alcoholic beverage products in the geographic areas in which we are located. The continued ability to purchase certain brands of alcoholic beverages depends upon maintaining relationships with those distributors, of which there can be no assurance. If any of our or our tenants' alcohol beverage distributors cease to supply them, they may be forced to offer brands of alcoholic beverage which have less consumer appeal, which could adversely affect our business and results of operations.

We are exposed to risks associated with the development, redevelopment or construction of our properties, including the potential redevelopment at 250 Water Street and in connection with our Fashion Show Mall Air Rights.

Two of our current assets are in pre- or early-development stages. Seaport includes 250 Water Street, a one-acre development site approved for 547,000 zoning square feet of market rate and affordable housing, office, retail and community gathering space. Building of the foundation at 250 Water Street commenced in the second quarter of 2022. In the final quarter of 2023, the State of New York Department of Environmental Conservation issued a certificate of completion for the site stating that site clean-up had been completed to a level consistent with planned site uses. Site development will need to include certain environmental measures, including to mitigate vapor intrusion and address noise attenuation. For additional details, see "—Regulatory, Legal and Environmental Risks—We may be subject to potential costs to comply with environmental laws." Another of our assets is the Fashion Show Mall Air Rights, which is a contractual right to form a joint venture to hold an 80% managing member interest in a to-be-formed entity that would own the air rights above the Fashion Show mall in Las Vegas, Nevada, as well as the exclusive right to develop such air rights. Various local, state and federal statutes, ordinances, rules and regulations concerning building, health and safety, site and building design, environment, zoning, sales and similar matters apply to and/or affect the real estate development industry. Completion of development activities at 250 Water Street and initiation of development activities in connection with Fashion Show Mall Air Rights are complex processes and subject to numerous factors and contingencies, including market conditions, financing and additional approvals. We are currently evaluating all strategic alternatives before proceeding further with any development activities. There can be no guarantee of when or if either of these potential developments will be completed or, if they are completed, reach subsequent stabilization or achieve profitability.

Our development, redevelopment and construction activities, including at 250 Water Street and in connection with our Fashion Show Mall Air Rights, expose us to risks such as:

- inability to obtain construction financing for the development or redevelopment of properties;
- inability to obtain or renew permits or approvals, and the continued effectiveness of permits already granted or approvals already obtained;
- increased construction costs for a project that exceeded our original estimates due to increases in materials, labor or other costs, which could make completion of the project less profitable because market rents may not increase sufficiently to compensate for the increased construction costs;
- supply chain issues and increased difficulty for workforce recruitment which may lead to construction delays and increased project development costs;
- costs and delays associated with compliance with legal and regulatory requirements;
- claims for construction defects after a property has been developed;
- poor performance or nonperformance by any of our joint venture partners or other third parties on whom we rely;
- health and safety incidents and site accidents;
- compliance with environmental laws and land use controls;
- easement restrictions which may impact our development costs and timing;
- compliance with building codes and other local regulations;
- delays and increased expenses as a result of legal challenges, whether brought by governmental authorities, our competitors, local residents or private parties;
- changes to tax rules, regulations and/or incentives; and
- the inability to secure tenants necessary to support commercial projects.

For example, we are and have been subject to various lawsuits challenging the development approvals we obtained for our 250 Water Street development project. Although, to date, the lawsuits have not, individually or in the aggregate, had a material adverse effect on our business, financial condition or results of operations, we cannot guarantee that the outcome of any pending or future litigation related to 250 Water Street, or any of our other development, redevelopment and construction activities, will not result in substantial costs or delays, divert our management's attention and resources or otherwise harm our business. For additional information, see Note 8 to the audited combined financial statements included elsewhere in this information statement.

In connection with any pursuit of development of the Fashion Show Mall Air Rights, we may encounter additional risks in addition to the foregoing risks. These additional risks may include, among others: the inability to reach agreement with our counterparty on the contractual terms of the proposed joint venture that would formalize the ownership structure of the air rights; unwillingness of the owner of the Fashion Show mall to comply with the terms of existing contractual agreements and/or cooperate with such development; the inability to develop such rights based upon then-existing conditions relating to the structure of the existing Fashion Show mall, rights or potential rights (whether known or unknown) of tenants or other parties in possession of any portion of the Fashion Show mall or otherwise, which may require negotiation and further costs; costs and delays associated with the required cooperation between the parties, which may contribute to potential development being considered economically infeasible; and costs and delays associated with, or the inability to successfully obtain, the legal subdivision of the development rights from the fee ownership interest in the real property.

If any of the aforementioned risks were to occur during the development, redevelopment or construction of our properties, including at 250 Water Street and in connection with our Fashion Show Mall Air Rights, it could have a substantial negative impact on the project's success and result in a material adverse effect on our financial condition or results of operations.

Our development projects may subject us to certain liabilities.

We may hire and supervise third-party contractors to provide construction, engineering and various other services for wholly-owned development projects or development projects undertaken by real estate ventures in which we hold an equity interest. Certain of these contracts are structured such that we are the principal rather than the agent. As a result, we may assume liabilities in the course of the project and be subjected to, or become liable for, claims for construction defects, negligent performance of work or other similar actions by third parties we have engaged.

Adverse outcomes of disputes or litigation could negatively impact our business, results of operations and financial condition, particularly if we have not limited the extent of the damages to which we may be liable, or if our liabilities exceed the amounts of the insurance that we carry. Moreover, our tenants may seek to hold us accountable for the actions of contractors because of our role even if we have technically disclaimed liability as a legal matter, in which case we may determine it necessary to participate in a financial settlement for purposes of preserving the tenant or customer relationship or to protect our corporate brand. Acting as a principal may also mean that we pay a contractor before we have been reimbursed by our tenants or have received the entire purchase price of a condominium unit from the purchaser. This exposes us to additional risks of collection in the event of a bankruptcy, insolvency or a default by a tenant, contractor or vendor. The reverse can occur as well, where a contractor we have paid files for bankruptcy protection or commits fraud with the funds before completing a project which we have funded in part or in full.

Government housing regulations may limit opportunities at 250 Water Street and any future communities in which we invest, and failure to comply with resident qualification requirements may result in financial penalties or loss of benefits.

Our 250 Water Street development site is approved for affordable housing and other benefits from governmental programs intended to provide housing to individuals with low or moderate incomes. These programs, which are typically administered by the United States Department of Housing and Urban Development ("HUD") or state housing finance agencies, typically provide mortgage insurance, favorable financing terms, tax credits or rental assistance payments to property owners. As a condition of the receipt of assistance under these programs, 250 Water Street and any future qualifying properties we may development must comply with various requirements, which typically limit rents to pre-approved amounts and impose restrictions on resident incomes. Failure to comply with these requirements and restrictions may result in financial penalties or loss of benefits. In addition, we will typically need to obtain the approval of HUD in order to acquire or dispose of a significant interest in or manage a HUD-assisted property. We may not always receive such approval.

Cybersecurity risks and incidents, such as a breach of the Company's privacy or information security systems, or those of our vendors or other third parties, could compromise our information and expose us to liability, which would cause our business and reputation to suffer.

In the ordinary course of our business, we collect and store sensitive data, including intellectual property, our proprietary business information and that of our tenants and business partners and personally identifiable information of our employees on our networks. The collection and use of personally identifiable information are governed by federal and state laws and regulations. Privacy and information security laws continue to evolve and may be inconsistent from one jurisdiction to another. Compliance with all such laws and regulations may increase our operating costs and adversely impact our ability to market our properties and services.

Additionally, we rely on our information technology systems to be able to monitor and control our operations, adjust to changing market conditions and implement strategic initiatives. We own and manage some of these systems but also rely on third parties for a range of products and services. Any disruptions in or the failure of our own systems, or those managed and operated by third parties, to operate as expected could adversely affect our

ability to access and use certain applications and could, depending on the nature and magnitude of the problem, adversely affect our operating results by limiting our ability to effectively monitor and control our operations, adjust to changing market conditions and implement strategic initiatives. The security measures that we and our vendors put in place cannot provide absolute security, and the information technology infrastructure we and our vendors use may be vulnerable to criminal cyber-attacks or data security incidents.

Any such incident could compromise our networks or our vendors' networks (or the networks or systems of third parties that facilitate our business activities or our vendors' business activities), and the information we or our vendors store could be accessed, misused, publicly disclosed, corrupted, lost or stolen, resulting in fraud, including wire fraud related to our assets, or other harm. Moreover, if a data security incident or breach affects our systems or our vendors' systems, whether through a breach of our systems or a breach of the systems of third parties, or results in the unauthorized release of personally identifiable information, our reputation and brand could be materially damaged and we may be exposed to a risk of loss or litigation and possible liability, including, without limitation, loss related to the fact that agreements with our vendors, or our vendors' financial condition, may not allow us to recover all costs related to a cyber-breach for which they alone are responsible or for which we are jointly responsible, which could result in a material adverse effect on our business, results of operations and financial condition.

Like many companies, we and our third party vendors have been impacted by security incidents in the past and will likely experience security incidents of varying degrees. While we do not believe these incidents have had a material impact to date, privacy and information security risks have generally increased in recent years because of the proliferation of new technologies, such as ransomware, and the increased sophistication and activities of perpetrators of cyber-attacks. Further, there has been a surge in widespread cyber-attacks during and since the COVID-19 pandemic, and the use of remote work environments and virtual platforms may increase our risk of cyber-attack or data security breaches. In light of the increased risks, we have dedicated substantial additional resources of expense, labor and time to strengthening the security of our computer systems. In the future, we may expend additional resources to continue to enhance our information security measures and/or to investigate and attempt to remediate any information security vulnerabilities. Despite these steps, there can be no assurance that our cybersecurity risk management program and processes, including our policies, controls and procedures, will be fully implemented, complied with or effective in protecting our systems and information, and that we will not suffer a significant data security incident in the future, that unauthorized parties will not gain access to sensitive data stored on our systems or that any such incident will be discovered in a timely manner. Any failure in or breach of our information security systems, those of third-party service providers or a breach of other third-party systems that ultimately impacts our operational or information security systems as a result of cyber-attacks or information security breaches could result in a wide range of potentially serious harm to our business and results of operations.

Additionally, cyber-attacks perpetrated against our tenants, including unauthorized access to customers' credit card data and other confidential information, could diminish consumer confidence and spending at our tenants, or negatively impact consumer perception of shopping at, dining at and otherwise utilizing our properties, all of which could materially and adversely affect our business, financial condition and results of operations.

Global economic and political instability and conflicts, such as the conflict between Russia and Ukraine or in the Middle East, could adversely affect our business, financial condition or results of operations.

Our business could be adversely affected by unstable economic and political conditions within the U.S. and foreign jurisdictions and geopolitical conflicts, such as the conflicts between Russia and Ukraine, and in the Middle East. While we do not have any customer or direct supplier relationships in these regions, the current military conflict, and related sanctions, as well as export controls or actions that may be initiated by nations (e.g., potential cyberattacks, disruption of energy flows, etc.) and other potential uncertainties could adversely affect our supply chain by causing shortages or increases in costs for materials necessary for construction and/or increases to the price of gasoline and other fuels. In addition, such events could cause higher interest rates, inflation or general economic uncertainty, which could negatively impact our business partners, employees or customers, or otherwise adversely impact our business.

Some of our directors and nominees are involved in other businesses including real estate activities and public and/or private investments and, therefore, may have competing or conflicting interests with us.

Certain of our directors and nominees have and may in the future have interests in other real estate business activities and may have control or influence over these activities or may serve as investment advisors to, or directors or officers of other businesses. These interests and activities, and any duties to third parties arising from such interests and activities, could divert the attention of such directors from our operations. Additionally, certain of our directors and nominees are engaged in investment and other activities in which they may learn of real estate and other related opportunities in their non-director capacities. Our Code of Business Conduct and Ethics expressly provides, as permitted by Section 122(17) of the Delaware General Corporation Law (the "DGCL"), that our non-employee directors are not obligated to limit their interests or activities in their non-director capacities or to notify us of any opportunities that may arise in connection therewith, even if the opportunities are complementary to, or in competition with, our businesses. Accordingly, we have no expectation that we will be able to learn of or participate in such opportunities. If any potential business opportunity is expressly presented to a director exclusively in his or her director capacity, the director will not be permitted to pursue the opportunity, directly or indirectly through a controlled affiliate in which the director has an ownership interest, without the approval of the independent members of our board of directors.

Pershing Square is our largest stockholder and may exert influence over us that may be adverse to our best interests and those of our other stockholders.

As of the date of this information statement, Pershing Square is HHH's largest stockholder. Pershing Square beneficially owns approximately 37.5% of HHH's outstanding common stock as of March 31, 2024, and is therefore expected to beneficially own approximately 37.5% of our outstanding common stock immediately following the separation and distribution. Accordingly, Pershing Square will have the ability to influence our policies and operations, including the appointment of management, future issuances of our common stock or other securities, the payment of dividends, if any, on our common stock, the incurrence or modification of debt by us, amendments to our Certificate of Incorporation and Bylaws (each as defined herein) and the entering into of extraordinary transactions, and its interests may not in all cases be aligned with other stockholders' interests.

Pershing Square's ownership percentage may increase as a result of the backstop agreement for the $175 million Rights Offering we expect to conduct following the distribution. Pursuant to the backstop agreement, Pershing Square has agreed to exercise its pro rata subscription rights and to purchase any shares not purchased by other stockholders at the Rights Offering price of $25 per share, up to $175 million in the aggregate. If none of our other stockholders purchase shares in the Rights Offering, Pershing Square will be required to purchase 7,000,000 shares of our common stock, and its ownership percentage would increase to approximately 72.3% (assuming there are 5,582,637 shares of our common stock outstanding immediately after our spin-off from HHH). If all of our other stockholders purchase the pro rata amounts they are entitled to in the Rights Offering, Pershing Square will not be required to purchase any shares of our common stock beyond its pro rata amount, and therefore its ownership percentage would remain at approximately 37.5%. If our other stockholders purchase, in the aggregate, fewer than 2,803,355 shares of common stock in the Rights Offering, then Pershing Square would own over 50% of our common stock as a result of its backstop obligation. Pershing Square has also agreed to standstill provisions such that, subject to limited exceptions, it will not effect or agree to effect any acquisition of our securities for 18 months following the completion of our spin-off from HHH.

If Pershing Square's ownership of our common stock increases to more than 50%, pursuant to its obligations under the backstop agreement or otherwise, we would be considered a "controlled company" under the corporate governance rules of the NYSE, which would allow us to opt out of certain NYSE corporate governance requirements, including the requirements that: (1) a majority of the board of directors consist of independent directors; (2) the compensation of our officers be determined or recommended to the board of directors by a majority of its independent directors or by a compensation committee that is composed entirely of independent directors; and (3) director nominees be selected or recommended by a majority of the independent directors or by a nominating committee composed solely of independent directors. In addition, Pershing Square would be able to control virtually all matters requiring stockholder approval, including the election of our directors.

Pursuant to the Investor Rights Agreement (as defined herein) that we expect to enter into with Pershing Square, following the completion of our spin-off from HHH, as long as Pershing Square owns at least 10% of the total outstanding shares of our common stock, Pershing Square will be entitled to nominate at least one director to our board of directors and, if we increase the size of the board to larger than five directors, as many nominees as represent at least 20% of the total number of directors then on the board. These board nomination rights will also be contained in our Certificate of Incorporation. Additionally, we intend to grant a waiver of the applicability of the provisions of Section 203 of the DGCL to Pershing Square Capital Management, L.P., PS Management GP, LLC and William A. Ackman such that Pershing Square may increase its position in our common stock to 15% or more of the outstanding shares of common stock without being subject to Section 203's restrictions on business combinations. See "—Risks Related to Our Common Stock—Anti-takeover provisions in our Certificate of Incorporation, our Bylaws, Delaware law, the Investor Rights Agreement and certain other agreements may prevent or delay an acquisition of us, which could decrease the trading price of our common stock" and "Certain Relationships and Related Party Transactions —Agreements with Pershing Square—Investor Rights Agreement."

This concentration of ownership, and the potential for further concentration of ownership, of our outstanding common stock held by Pershing Square, as well as its rights under the Investor Rights Agreement and the Certificate of Incorporation, will potentially make some transactions more difficult or impossible without its support. The interests of Pershing Square, or any of its respective affiliates could conflict with or differ from the interests of our other stockholders. For example, the concentration of ownership held by Pershing Square could allow it to influence our policies and strategy and could delay, defer or prevent a change of control or impede a merger, takeover or other business combination that may otherwise be favorable to us and our other stockholders. Pershing Square or an affiliate thereof may also pursue acquisition opportunities that may be complementary to our business, and as a result, those acquisition opportunities may not be available to us. This control may also adversely affect the market price of our common stock.

Our business is subject to risks associated with our investments in real estate assets and with trends in the real estate industry.

Our economic performance and the value of our real estate assets are subject to the risk that our properties may not in the future generate revenues sufficient to meet our operating expenses or other obligations, which has been the case with our portfolio in recent years. A future deficiency of this nature would adversely impact our financial condition, results of operations, cash flows, the quoted trading price of our securities and our ability to satisfy our debt service obligations.

Because real estate is illiquid, we may not be able to sell properties when in our best interest.

Real estate investments generally cannot be sold quickly. The capitalization rates at which properties may be sold could be higher than historic rates, thereby reducing our potential proceeds from the sale. Consequently, we may not be able to alter our portfolio promptly in response to changes in economic or other conditions. All of these factors reduce our ability to respond to changes in the performance of our investments and could adversely affect our business, financial condition and results of operations.

The COVID-19 pandemic disrupted our business and a resurgence of the pandemic, or another pandemic, epidemic or health crisis, could have a material adverse effect on our business, financial performance and condition, operating results and cash flows.

Beginning in 2020, the COVID-19 pandemic disrupted our business, as well as the businesses of our tenants, and a resurgence of COVID-19, or any other future pandemic, epidemic or similar health crisis, could have a material adverse effect on our business, financial condition, results of operations, or cash flows.

The COVID-19 pandemic negatively impacted our business in 2020 across all of our operations. Landlord Operations were negatively impacted by delayed leasing of vacant space as well as rental abatements from existing tenants. Additionally, certain of our tenants were forced to permanently close. Our Sponsorship, Events, and Entertainment and Hospitality segments were significantly impacted by measures put in place by New York City that were intended to control the spread of disease, including mandated closures and restrictions upon opening, and the timing of the peak of the pandemic resulted in the full cancellation of our Summer Concert Series in 2020. Our

sponsorship business was also negatively impacted by disruptions to our hospitality and events businesses, as sponsors were unable to fulfill their contractual obligations. As a result, many agreements were negotiated and extended during this time.

Our sports operations were also materially impacted by the COVID-19 pandemic and actions taken in response by governmental authorities and MLB. The success of our baseball operations relies heavily on ticket sales and attendance figures. Attendance further impacts our concession and merchandise revenue and indirectly influences the number of events hosted at the Las Vegas Ballpark, as well as sponsor growth and engagement. MLB first postponed and eventually cancelled the minor league baseball season as a result of the COVID-19 pandemic, and, as a result, our business operations related to the Aviators were suspended. Our related special events and sponsorships were also negatively impacted. Our sports operations continued to be impacted by government-mandated assembly restrictions during fiscal year 2021 and temporary declines in attendance related to COVID-19 during certain months of fiscal year 2022.

Our and our tenants' businesses have been, and could in the future be, materially and adversely affected by the risks, or the public perception of the risks, related to pandemics or other health emergencies, like the COVID-19 pandemic, and the government's reaction thereto, especially if there is a negative impact on customers' willingness or ability to frequent such businesses. Our business is also particularly sensitive to discretionary business and consumer spending. A pandemic such as COVID-19, or the fear of another pandemic or other public health emergency, has in the past, and could in the future, impede economic activity in impacted regions or globally over the long-term, leading to a decline in discretionary spending on entertainment and leisure activities, including declines in domestic and international tourism, which would result in long-term effects on our business. To the extent a pandemic, epidemic or other similar health crisis adversely affects our business and financial results, it may also have the effect of heightening many of the other risks described in this "Risks Factors" section.

Risks Related to Our Sports Assets

Our sports assets face intense and wide-ranging competition, which may have a material negative effect on our business and results of operations.

The success of a sports business, like baseball-related assets, is dependent upon the performance and/or popularity of its franchise. The Aviators compete, in varying respects and degrees, with other live sporting events, and with sporting events delivered over television networks, radio, the internet and online services, streaming devices and applications and other alternative sources. For example, the Aviators compete for attendance and advertising with a wide range of alternatives available in the Las Vegas metropolitan area. During some or all of the baseball season, the Aviators face competition, in varying respects and degrees, from professional football (including the NFL's Las Vegas Raiders), professional hockey (including the NHL's Las Vegas Golden Knights), professional soccer (including the USL's Las Vegas Lights), collegiate sporting events such as UNLV athletic teams and other NCAA competitions, women's professional basketball (including the WNBA Las Vegas Aces), other sporting events held in the Las Vegas metropolitan area, and other leisure-time activities and entertainment options in Las Vegas (including concerts, music festivals and other live performances).

As a result of the large number of options available, we face strong competition for the Las Vegas metropolitan area sports fan base. We must compete with these other sports teams and sporting events, in varying respects and degrees, including on the basis of the quality of the teams we field, its success in the leagues in which it competes, our ability to provide an entertaining environment at our games, prices we charge for tickets and the viewing availability of our team's games on multiple media alternatives. Given the nature of sports, there can be no assurance that we will be able to compete effectively, including with companies that may have greater resources than us, and as a consequence, our business and results of operations may be materially negatively affected.

Additionally, on November 16, 2023, the thirty owners of MLB teams unanimously voted to approve the move by the Athletics to Las Vegas in 2028. In April 2024, the Athletics announced that they had signed a lease to play the 2025 through 2027 seasons in Sacramento before their planned move to Las Vegas beginning in the 2028 season. There can be no assurance that the Athletics will move to Las Vegas at all or that we will achieve any potential benefits of such a move. A major league baseball team located in Las Vegas or Summerlin could also compete with

the Aviators for their existing fans. As a result, the Athletics' move could even result in a material negative impact on the Aviators if this competition results in a decline in Aviators attendance.

The success of our business is dependent on our ability to attract attendance to the Aviators' home games. Our business also competes with other leisure-time activities and entertainment options in the Las Vegas metropolitan area, such as television, motion pictures, concerts, music festivals and other live performances, restaurants and nightlife venues, casinos, the internet, social media and social networking platforms and online and mobile services, including sites for online content distribution, video on demand and other alternative sources of entertainment.

Our business is substantially dependent on the continued popularity and/or competitive success of the Aviators, which cannot be assured.

Our financial results depend in part on the Aviators remaining popular with their fan base, and, in varying degrees, on the team achieving on-field success, which can generate fan enthusiasm that results in sustained ticket, premium seating, suite, sponsorship, food and beverage and merchandise sales during the season. In addition, success in the regular season may qualify the Aviators for participation in post-season playoffs, which provides us with additional revenue by increasing the number of games played by the Aviators and, more importantly, by generating increased excitement and interest in the Aviators, which can help drive a number of our revenue streams, including by improving attendance and sponsorships, in subsequent seasons. In addition, league, team and/or player actions or inactions, including protests, may impact the popularity of the Aviators or the league in which it plays. There can be no assurance that the Aviators will maintain continued popularity or compete in post-season play in the future.

Baseball decisions made by the parent club, especially those concerning player selection and salaries, may have a material negative effect on our business and results of operations.

Creating and maintaining the Aviators' popularity and/or on-field competitiveness is relevant to the success of our business. The Aviators are an affiliate of the Athletics and get their players designated to them by the Athletics (as the parent club) from among the various players under contract with the parent club. Accordingly, efforts to improve our revenues and earnings from operations from period-to-period may be secondary to actions that the parent club's management believes will generate long-term growth and asset value creation. The competitive position of the Aviators depends primarily on the Athletics' ability to obtain, develop and retain talented players, coaches and team executives, for whom it competes with other MLB team and over which the Aviators have no control. The Athletics' efforts in this regard may include, among other things, trading for highly compensated players, signing draft picks, free agents or current players to new contracts, engaging in salary arbitration or contract renegotiation with existing players, terminating and waiving players and replacing coaches and team executives, and any of these actions can impact the competitive strength of the Aviators. There can be no assurance that the Aviators (or their parent club) will be able to retain players upon expiration of their contracts or sign and develop talented players to replace those who are called up to the parent club, leave for other teams, retire or are injured, traded or released. Additionally, there can be no assurance that any actions taken by the Athletics will successfully generate and increase long-term growth and asset value creation for the Aviators.

The actions of MLB Professional Development Leagues ("MLB PDL") may have a material negative effect on our business and results of operations.

The governing body of minor league baseball, MLB Professional Development Leagues, has certain rights under certain circumstances to take actions that they deem to be in the best interests of the league, which may not necessarily be consistent with maximizing our results of operations. Decisions by MLB PDL could have a material negative effect on our business and results of operations. For example:

- The Aviators' affiliation with the Athletics is dependent on maintaining a license from MLB PDL. The current license with MLB PDL expires after the 2030 minor league baseball season, and there is no guarantee that MLB PDL will offer the Aviators an opportunity to renew that license.
- MLB PDL may assert control over certain matters, under certain circumstances, that may affect our revenues such as ticket tax, advertising inventory, and the licensing of (and royalty rates paid for) the rights

to produce and sell merchandise bearing the logos and/or other intellectual property of the Aviators and the league.

- MLB PDL imposes certain rules that define, under certain circumstances, the territories in which the Aviators operate. MLB and MLB PDL have also asserted control over other important decisions, such as the length and format of, and the number of games in, the playing season, preseason and playoff schedules, admission of new members, franchise relocations, labor relations with the players associations, etc. Changes to these matters could have a material negative effect on our business and results of operations.

- MLB PDL imposes certain restrictions on the ability of owners to undertake certain types of transactions in respect of teams, including a change in ownership. In certain instances, these restrictions could impair our ability to proceed with a transaction that is in the best interest of the Company and its stockholders if we were unable to obtain any required league approvals in a timely manner or at all.

- MLB PDL has imposed a number of rules, regulations, guidelines, bulletins, directives, policies and agreements upon its teams. Changes to these provisions may apply to the Aviators and its personnel, and/or the Company as a whole, regardless of whether we agree or disagree with such changes, have voted against such changes or have challenged them through other means. It is possible that any such changes could materially negatively affect our business and results of operations to the extent they are ultimately determined to bind the Aviators. MLB PDL asserts significant authority to take certain actions under certain circumstances. Decisions by MLB PDL, including on the matters described above, may materially negatively affect our business and results of operations. MLB PDL's governing documents and our agreements with MLB PDL purport to limit the manner in which we may challenge decisions and actions.

Injuries to, and illness of, players on our sports team could hinder our success.

To the degree that our financial results are dependent on the Aviators' popularity and/or on-field success, the likelihood of achieving such popularity or competitive success may be substantially impacted by serious and/or untimely injuries to or illness of key players. Even if we take health and safety precautions and comply with government protocols, our players may nevertheless contract serious illness, such as COVID-19 and, as a result, the Aviators' ability to participate in games may be substantially impacted.

Financial Risks

We will be unable to develop, redevelop or expand our properties without sufficient capital or financing.

Our business objectives include potential development, redevelopment and expansion opportunities, including potential significant future development activity at our 250 Water Street property and in connection with the Fashion Show Mall Air Rights. We will not be able to pursue these initiatives if we cannot obtain sufficient capital or financing, which may include debt capital from lenders or the capital markets (which may be secured or unsecured), additional equity capital, cash from asset sales or government incentives, such as tax increment financing. We may be unable to obtain financing, or obtain financing on economically attractive terms, due to numerous factors, including our financial condition, results of operations or market volatility and uncertainty. Similarly, we may be unable to obtain mortgage lender and property partner approvals that may be required for any such development, redevelopment or expansion opportunity. We may abandon development, redevelopment or expansion activities already underway if we are unable to secure additional attractively priced capital to finance the completion of such activities. This may result in charge-offs of costs previously capitalized. In addition, if development, redevelopment, expansion or reinvestment projects are unsuccessful, our investments in such projects may not be recoverable, in full or in part, from future operations or sales resulting in impairment charges.

As of the date of this information statement, we expect to have outstanding indebtedness on the distribution date of approximately $102.0 million, and in the future we may incur additional indebtedness. This indebtedness and changing interest rates could adversely affect our business, prospects, financial condition or results of operations and prevent us from fulfilling our financial obligations.

As of the date of this information statement, we expect to have outstanding indebtedness on the distribution date of approximately $102.0 million. This indebtedness, and any future indebtedness could have the following consequences:

- limiting our ability to obtain additional financing to fund future working capital, capital expenditures, debt service requirements, execution of our business strategy or finance other general corporate requirements;
- requiring us to make non-strategic divestitures, particularly when the availability of financing in the capital markets is limited;
- requiring a substantial portion of our cash flow to be allocated to debt service payments instead of other business purposes, thereby reducing the amount of cash flow available for working capital, capital expenditures, acquisitions, dividends and other general corporate purposes;
- increasing our vulnerability to general adverse economic and industry conditions, including decreases in the market value of pledged assets as well as increases in interest rates, particularly with respect to any variable rate indebtedness;
- limiting our ability to capitalize on business opportunities, reinvest in and develop properties and to react to competitive pressures and adverse changes in government regulations;
- placing us at a disadvantage compared to other less leveraged competitors;
- limiting our ability, or increasing the costs, to refinance our indebtedness;
- restricting our ability to operate our business due to certain restrictions in the debt agreements; and
- resulting in an event of default if we fail to satisfy our obligations under our indebtedness, which default could result in all or part of our indebtedness becoming immediately due and payable and, in the case of any secured debt, could permit the lenders to foreclose on our assets securing such debt.

Our Existing 250 Water Street Term Loan bears, and the Refinanced 250 Water Street Term Loan that we expect to enter into prior to the distribution (each such term as defined herein) is expected to bear, interest at a variable rate. During periods of rising interest rates, such as have been experienced in the recent past, interest expense on our variable rate debt will increase unless we effectively hedge our interest rate exposure. Such increases could be significant, particularly if we incur substantially more variable rate debt, and could materially and adversely affect our financial condition, results of operations, cash flows and ability to service our debt, invest in our business or access additional capital. For additional information about our debt agreements, see "Description of Other Indebtedness."

The agreements governing our existing indebtedness contain restrictions that may limit our ability to operate our business.

Our Refinanced 250 Water Street Term Loan, our Las Vegas Ballpark Deed of Trust and our 250 Water Street TRS (each as defined herein) contain certain restrictions that may limit our ability to operate our business as well as representations and covenants customary for agreements of these types, including financial covenants related to maintenance of loan-to-value ratios with respect to the collateral. These agreements also contain customary events of default and termination events. These restrictions limit our ability, or the ability of certain of our subsidiaries, to, among other things:

- incur indebtedness or issue equity;

- create certain liens;
- pay dividends on, redeem or repurchase capital stock or make other restricted payments;
- make investments;
- consolidate, merge or transfer all, or substantially all, of our assets;
- sell-transfer, exchange, assign, pledge or otherwise dispose of equity;
- enter into or amend lease or other agreements or transactions without consent;
- enter into transactions with our affiliates; and
- create, organize or establish subsidiaries.

Additionally, our debt agreements also contain various restrictive covenants, including minimum net worth requirements, minimum liquidity requirements, maximum leverage ratios, limitations on our ability to form subsidiaries and limitations on our ability to amend our governing documents. The restrictions under the debt agreements could limit our ability to finance our future operations or capital needs, make acquisitions or pursue available business opportunities.

We may be required to take action to reduce our debt or act in a manner inconsistent with our business objectives and strategies to meet such ratios and satisfy such covenants. Events beyond our control, such as changes in economic and business conditions, may affect our ability to do so. We may not be able to meet the ratios or satisfy the covenants in our debt agreements, and we cannot provide any assurance that our lenders will waive any failure to do so. A breach of any of the covenants in, or our inability to maintain the required financial ratios under, our debt agreements would likely result in a default under such debt agreements, which may accelerate the principal and interest payments of the debt and, if such debt is secured, result in the foreclosure on certain of our assets that secure such debt. Any such defaults could materially impair our financial condition and liquidity. In addition, if the lenders under any of our debt agreements or other obligations accelerate the maturity of those obligations, we cannot assure that we will have sufficient assets to satisfy our obligations under such obligations.

Inflation has adversely affected us and may continue to adversely affect us by increasing costs beyond what we can recover through price increases.

The U.S. economy has experienced an increase in inflation recently. Inflation can adversely affect us by increasing, among other things, the cost of land, and materials and labor, which we have experienced in fiscal year 2023 due to higher inflation rates. Although we believe that sources of supply for raw materials and components are generally adequate, it is difficult to predict what effects price increases may have in the future. In recent years we have been experiencing increases in the prices of labor and materials above the general inflation rate, especially in Manhattan with respect to labor costs. Our inability to offset increasing costs due to inflation through price increases to customers could have a material adverse effect on our results of operations, financial conditions and cash flows.

Some potential losses are not insured.

We carry comprehensive liability, fire, flood, earthquake, terrorism, cyber, extended coverage and rental loss insurance on all of our properties. We believe the policy specifications and insured limits of these policies are adequate and appropriate. There are some types of losses, including lease and other contract claims, which generally are not insured. If an uninsured loss or a loss in excess of insured limits occurs, we could lose all or a portion of the capital invested in a property, as well as the anticipated future revenue from the property. If this happens, we might remain obligated for any mortgage debt or other financial obligations related to the property.

We are subject to risks associated with hedging arrangements.

We may enter into interest rate swap agreements and other interest rate hedging contracts, including caps and cash settled forward starting swaps, to mitigate or reduce our exposure to interest rate volatility or to satisfy lender

requirements. These agreements expose us to additional risks, including a risk that counterparties of these hedging and swap agreements will not perform. There also could be significant costs and cash requirements involved to fulfill our obligations under a hedging agreement. In addition, our hedging activities may not have the desired beneficial impact on interest rate exposure and have a negative impact on our business, financial condition and results of operations.

Regulatory, Legal and Environmental Risks

Development of properties entails a lengthy, uncertain and costly entitlement process.

Approval to develop real property sometimes requires political support and generally entails an extensive entitlement process involving multiple and overlapping regulatory jurisdictions and often requires discretionary action by local governments. Real estate projects must generally comply with local land development regulations, as well as any applicable state and federal regulations. We incur substantial costs to comply with legal and regulatory requirements. An increase in legal and regulatory requirements may cause us to incur substantial additional costs, or in some cases cause us to determine that the property is not feasible for development. In addition, our competitors and local residents may challenge our efforts to obtain entitlements and permits for the development of properties. The process to comply with these regulations is usually lengthy and costly, may not result in the approvals we seek and can be expected to materially affect our development activities. Our potential development at 250 Water Street received approvals to potentially develop 547,000 zoning square feet of market rate and affordable housing, office, retail and community-oriented gathering space; however, any actual development of this project will require, among other things, final resolution of any challenges to existing approvals and related ancillary approvals. Similarly, any future exercise our right to develop, together with an interest in and to 80% of, the air rights above the Fashion Show mall would require, among other things, numerous approvals, and would likely involve an extensive process with substantial costs, and no assurance can be given that we would be successful in obtaining the necessary approvals to develop such rights.

Government regulations and legal challenges may delay the start or completion of the development of our properties, increase our expenses or limit our building or other activities.

Various local, state and federal statutes, ordinances, rules and regulations concerning building, health and safety, site and building design, environment, zoning, sales and similar matters apply to and/or affect the real estate development industry. In addition, our ability to obtain or renew permits or approvals and the continued effectiveness of permits already granted or approvals already obtained depends on factors beyond our control, such as changes in federal, state and local policies, rules and regulations and their interpretations and application.

Municipalities may restrict or place moratoriums on the availability of utilities, such as water and sewer taps. If municipalities in which we operate take such actions, it could have an adverse effect on our business by causing delays, increasing our costs or limiting our ability to operate in those municipalities. These measures may reduce our ability to build and sell real estate development projects in the affected markets, including with respect to land we may already own, and create additional costs and administration requirements, which in turn may harm our future results of operations.

Governmental regulation affects numerous aspects of our business and industry, including construction, sales and lending activities and other dealings with consumers and tenants. Further, government agencies routinely initiate audits, reviews or investigations of our business practices to ensure compliance with applicable laws and regulations, which can cause us to incur costs or create other disruptions in our business that can be significant. Further, we may experience delays and increased expenses as a result of legal challenges to our proposed communities, whether brought by governmental authorities or private parties.

We may be subject to increased compliance costs to comply with new and contemplated government regulations relating to energy standards and climate change.

A variety of legislation is being enacted, or considered for enactment, at the federal, state and local levels relating to energy and climate change. This legislation relates to items such as carbon dioxide emissions control and building codes that impose energy efficiency standards. For example, New York City has adopted Local Law 97,

which requires individual, or certain groups of, buildings over a certain size to meet new energy efficiency and greenhouse gas emissions limits as of 2024, with stricter limits coming into effect in 2030. New building code requirements that impose stricter energy efficiency standards could significantly increase our cost to construct buildings. Such environmental laws may affect, for example, how we manage storm water runoff, wastewater discharges and dust; how we develop or operate on properties on or affecting resources such as wetlands, endangered species, cultural resources, or areas subject to preservation laws; and how we address contamination. As climate change concerns continue to grow, legislation and regulations of this nature are expected to continue and to make compliance more costly. In addition, it is possible that some form of expanded energy efficiency legislation may be passed by the U.S. Congress or federal agencies and certain state legislatures, which may, despite being phased in over time, significantly increase our costs of building properties. We may be required to apply for additional approvals or modify our existing approvals because of changes in local circumstances or applicable law.

Energy-related initiatives affect a wide variety of companies throughout the U.S. and the world. Because our potential future development activities could be heavily dependent on significant amounts of raw materials, such as lumber, steel and concrete, energy-related initiatives could have an indirect adverse impact on our operations to the extent the manufacturers and suppliers of our materials are burdened with expensive cap and trade and similar energy-related taxes and regulations. Noncompliance with environmental laws could result in fines and penalties, obligations to remediate, permit revocations and other sanctions.

We may be subject to potential costs to comply with environmental laws.

Future development and redevelopment opportunities may require additional capital and other expenditures to comply with laws and regulations relating to the protection of the environment. Under various federal, state or local laws, ordinances and regulations, a current or previous owner or operator of real estate may be required to investigate and clean up hazardous or toxic substances released at a property and may be held liable to a governmental entity or to third parties for property damage or personal injuries and for investigation and clean-up costs incurred by the parties in connection with the contamination. These laws often impose liability without regard to whether the owner or operator knew of, or was responsible for, the release of the hazardous or toxic substances, or the legality of disposal or classification of the material at the time. The presence of contamination or the failure to remediate contamination may adversely affect the owner's ability to sell or lease real estate or to borrow using the real estate as collateral, and may expose us to tort or common law liability to neighbors, employees, site visitors, or others. It may also prevent new construction or changes in land use prior to remediation, such as sites in New York City that have been placed under an "E" designation. For instance, there is known contamination at the 250 Water Street site. In 2023, the State of New York Department of Environmental Conservation (the "DEC") issued a certificate of completion for the site, which provides certain liability protections relating to residual hazardous substances at the site. The site is subject to an environmental easement and a site management plan (the "SMP") prepared under the oversight of the DEC, which impose certain requirements and restrictions with respect to the property, including, among other things: a requirement that any disturbance of the subsurface be conducted in accordance with the SMP, a prohibition against use of groundwater without treatment, a requirement to conduct periodic groundwater monitoring and a requirement to evaluate the potential for vapor intrusion and implement mitigation measures. Noncompliance with these requirements could result in an obligation to conduct further remediation, revocation of the certificate of completion or revocation of tax credits received in connection with site remediation. The 250 Water Street site is also subject to an "E" designation, which imposes certain requirements on development of the property, including, among other things, a requirement to have in place an approved Remedial Action Work Plan and a Construction Health and Safety Plan prior to issuance of a construction permit involving subsurface disturbance, a requirement to locate heating and hot water system stacks at least 335 feet above grade and a requirement to comply with noise attenuation standards. Other federal, state and local laws, ordinances and regulations require abatement or removal of asbestos-containing materials in the event of demolition or certain renovations or remodeling, the cost of which may be substantial for certain redevelopments, and also govern emissions of and exposure to asbestos fibers in the air. Federal and state laws also regulate the operation and removal of underground storage tanks. In connection with our ownership, operation and management of certain properties, we could be held liable for the costs of remedial action with respect to these regulated substances or tanks or related claims.

We cannot predict with any certainty the magnitude of any expenditures relating to the environmental compliance or the long-range effect, if any, on our operations. Compliance with such laws has not had a material adverse effect on our operating results or competitive position in the past but could have such an effect on our operating results and competitive position in the future.

Tax increases and changes in tax rules may adversely affect our financial results.

As a company conducting business with physical operations in the United States, we are exposed, both directly and indirectly, to the effects of changes in U.S., state and local tax rules. Taxes for financial reporting purposes and cash tax liabilities in the future may be adversely affected by changes in such tax rules. The taxing rules of the various jurisdictions in which we operate or do business often are complex and subject to varying interpretations. Tax authorities may challenge tax positions that we take or historically have taken and may assess taxes where we have not made tax filings or may audit the tax filings we have made and assess additional taxes. Some of these assessments may be substantial, and also may involve the imposition of penalties and interest.

In addition, governments could change their existing tax laws, impose new taxes on us or increase the rates at which we are taxed in the future. The payment of substantial additional taxes, penalties or interest resulting from tax assessments, or the imposition of any new taxes, could materially and adversely impact our results of operations and financial condition. For example, President Biden has previously proposed to increase the federal corporate income tax rate and if any such proposal were to be adopted, then the increase in the federal corporate income tax rate would adversely affect our results of operations in future periods.

Compliance with the Americans with Disabilities Act may be a significant cost for us.

The Americans with Disabilities Act of 1990, as amended (the "ADA"), requires that all public accommodations and commercial facilities, including office buildings, meet certain federal requirements related to access and use by disabled persons. Other federal, state and local laws may require modifications to or restrict further renovations of our properties with respect to such accesses. Noncompliance with the ADA or similar or related laws or regulations could result in the U.S. government imposing fines or private litigants being awarded damages against us. Such costs may adversely affect our business, financial condition and results of operations.

Risks Related to the Separation and Our Relationship with HHH

We have no history of operating as a separate, publicly traded company, and our historical and pro forma financial information is not necessarily representative of the results that we would have achieved as a separate, publicly traded company and may not be a reliable indicator of our future results.

The historical information about us in this information statement refers to our business as operated by and integrated with HHH. Our historical and pro forma financial information included in this information statement is derived from the consolidated financial statements and accounting records of HHH. Accordingly, the historical and pro forma financial information included in this information statement does not necessarily reflect the financial condition, results of operations or cash flows that we would have achieved as a separate, publicly traded company during the periods presented or those that we will achieve in the future primarily as a result of the factors described below:

- prior to the separation, our business has been operated by HHH as part of its broader corporate organization, rather than as a separate, publicly traded company. HHH or one of its affiliates performed various corporate functions for us such as legal, treasury, accounting, internal audit, human resources and finance. Our historical and pro forma financial results reflect allocations of corporate expenses from HHH for such functions and are likely to be less than the expenses we would have incurred had we operated as a separate publicly traded company. Following the separation, our cost related to such functions previously performed by HHH may therefore increase;

- currently, our business is integrated with the other businesses of HHH. Historically, we have shared economies of scope and scale in costs, employees, vendor relationships and customer relationships. Although we will enter into transition agreements with HHH, these arrangements may not fully capture the

benefits that we have enjoyed as a result of being integrated with HHH and may result in us paying higher charges than in the past for these services. This could have an adverse effect on our results of operations and financial condition following the completion of the separation;

- generally, our working capital requirements and capital for our general corporate purposes, including acquisitions and capital expenditures, have historically been satisfied as part of the corporate-wide cash management policies of HHH. Following the completion of the separation, we expect that from time to time we will seek to obtain financing from banks, through public offerings or private placements of debt or equity securities, strategic relationships or other arrangements; and
- after the completion of the separation, the cost of capital for our business may be higher than HHH's cost of capital prior to the separation.

Other significant changes may occur in our cost structure, management, financing and business operations as a result of operating as a company separate from HHH. See "Unaudited Pro Forma Combined Financial Statements," "Management's Discussion and Analysis of Financial Condition and Results of Operations" and our audited combined financial statements and notes thereto included elsewhere in this information statement.

As a separate, publicly traded company, we may not enjoy the same benefits that we did as a part of HHH.

There is a risk that, by separating from HHH, we may become more susceptible to market fluctuations and other adverse events than we would have been if we were still a part of the current HHH organizational structure. As part of HHH, we have been able to enjoy certain benefits from HHH's operating diversity, purchasing power and opportunities to pursue integrated strategies with HHH's other businesses. As a separate, publicly traded company, we will not have similar diversity or integration opportunities and may not have similar purchasing power or access to capital markets.

The unaudited pro forma combined financial statements included in this information statement are presented for informational purposes only and may not be an indication of our future financial condition or results of operations.

The unaudited pro forma combined financial statements included in this information statement are presented for informational purposes only and are not necessarily indicative of what our actual financial condition or results of operations would have been had the separation been completed on the date indicated. The assumptions used in preparing the pro forma financial information may not prove to be accurate and other factors may affect our financial condition or results of operations. Accordingly, our financial condition and results of operations in the future may not be evident from or consistent with such pro forma financial information.

Future sales of our common stock, or the perception that such sales may occur, could depress our common stock price.

Upon completion of the distribution, except as otherwise described herein, all of our common stock that is being distributed hereby will be freely tradable without restriction, other than those held by our affiliates. In connection with the distribution, we intend to file a registration statement on Form S-8 registering under the Securities Act of 1933, as amended (the "Securities Act"), our common stock reserved for issuance under our equity incentive plan or plans. If equity securities granted under such an equity incentive plan or plans are sold or it is perceived that they will be sold in the public market, the trading price of our common stock could decline substantially. Actual or potential sales of our common stock made pursuant to registration rights could similarly cause the trading price of our common stock to drop significantly. Any of the foregoing also could impede our ability to raise future capital.

Immediately following the separation and distribution, Pershing Square is expected to own approximately 37.5% of our outstanding common stock based on its ownership of HHH as of March 31, 2024. Pursuant to the Investor Rights Agreement, we will agree that upon Pershing Square's request we will use our commercially reasonable efforts to effect a registration under applicable federal and state securities laws for shares of our common stock held by Pershing Square. Following the completion of the anticipated Rights Offering, the shares covered by registration rights will represent, at most, approximately 72.3% of our outstanding common stock, assuming no

stockholder other than Pershing Square purchases shares of our common stock in the Rights Offering. Registration of any of these outstanding shares of common stock would result in such shares becoming freely tradable without the need for compliance with Rule 144 under the Securities Act. Any disposition by Pershing Square, or any of our substantial stockholders, of our common stock in the public market, or the perception that such dispositions could occur, could adversely affect prevailing market prices of our common stock.

In addition, our Certificate of Incorporation will provide that we may issue up to 480,000,000 shares of common stock and 20,000,000 shares of preferred stock, $0.01 par value per share. Future issuances of shares of our common stock or securities convertible or exchangeable into common stock may dilute the ownership interest of our common stockholders. Because our decision to issue additional equity or convertible or exchangeable securities in any future offering will depend on market conditions and other factors beyond our control, we cannot predict or estimate the amount, timing or nature of our future issuances. In addition, we are not required to offer any such securities to existing stockholders on a preemptive basis. Therefore, it may not be possible for existing stockholders to participate in such future issuances, which may dilute the existing stockholders' interests in us.

We expect to conduct a $175 million Rights Offering of equity to our stockholders following the distribution which may also have a dilutive effect on the market price of our common stock.

Our suppliers or other companies with whom we conduct business may conclude that our financial stability as a separate, publicly traded company is insufficient to satisfy their requirements for doing or continuing to do business with them.

Some of our suppliers or other companies with whom we conduct business may conclude that our financial stability as a separate, publicly traded company is insufficient to satisfy their requirements for doing or continuing to do business with them, or may require us to provide additional credit support, such as letters of credit or other financial guarantees. Any failure of parties to be satisfied with our financial stability could have a material adverse effect on our business, financial condition, results of operations and cash flows.

Potential indemnification obligations to HHH pursuant to the Separation Agreement could materially and adversely affect our business, financial condition, results of operations and cash flows.

The Separation Agreement, among other things, provides for indemnification obligations (for uncapped amounts) designed to make us financially responsible for all liabilities that HHH may incur relating to our business activities (as currently and historically conducted), whether incurred prior to or after the separation. If we are required to indemnify HHH under the circumstances set forth in the Separation Agreement, we may be subject to substantial liabilities. See "Business—Legal Proceedings" and "Certain Relationships and Related Party Transactions—Agreements with HHH—Separation Agreement."

In connection with our separation from HHH, HHH will indemnify us for certain liabilities. However, there can be no assurance that such indemnity will be sufficient to insure us against the full amount of such liabilities, or that HHH's ability to satisfy its indemnification obligations will not be impaired in the future.

Pursuant to the Separation Agreement and certain other agreements with HHH, HHH will agree to indemnify us for certain liabilities as discussed further in "Certain Relationships and Related Party Transactions." However, third parties could also seek to hold us responsible for any of the liabilities that HHH has agreed to retain, and there can be no assurance that the indemnity from HHH will be sufficient to protect us against the full amount of such liabilities, or that HHH will be able to fully satisfy its indemnification obligations. In addition, HHH's insurance will not necessarily be available to us for liabilities associated with occurrences of indemnified liabilities prior to the separation, and in any event HHH's insurers may deny coverage to us for liabilities associated with certain occurrences of indemnified liabilities prior to the separation. Moreover, even if we ultimately succeed in recovering from HHH or such insurance providers any amounts for which we are held liable, we may be temporarily required to bear these losses. Each of these risks could negatively affect our business, financial condition, results of operations and cash flows.

After the distribution, certain of our executive officers and directors may have actual or potential conflicts of interest because of their equity interests in HHH.

Following the separation, our board of directors is expected to consist of a majority of directors who are independent, and our expected executive officers who are currently employees of HHH will cease to be employees of HHH. However, because of their former positions with HHH, certain of our executive officers and directors may own, or have options to acquire, equity interests in HHH. Continuing ownership of common stock of HHH and equity awards could create, or appear to create, potential conflicts of interest if we and HHH face decisions that could have implications for both HHH and us after the separation. For example, potential conflicts of interest could arise in connection with the resolution of any dispute between us and HHH regarding the terms of the agreements governing the separation and distribution and our relationship with HHH following the separation and distribution. Potential conflicts of interest may also arise out of any commercial arrangements that we or HHH may enter into in the future.

HHH may compete with us.

HHH will not be restricted from competing with us. If HHH in the future decides to engage in the type of business we conduct, it may have a competitive advantage over us, which may cause our business, financial condition and results of operations to be materially adversely affected.

We may not achieve some or all of the expected benefits of the separation, and the separation may adversely affect our business.

We may not be able to achieve the full strategic and financial benefits expected to result from the separation, or such benefits may be delayed or not occur at all, for a variety of reasons, including, among others:

- as part of HHH, we have been able to enjoy certain benefits from HHH's operating diversity, purchasing power and opportunities to pursue integrated strategies with HHH's other businesses. As a separate, publicly traded company, we will not have similar diversity or integration opportunities and may not have similar purchasing power or access to capital markets. We may also incur costs for certain functions previously performed by HHH, such as accounting, tax, legal, human resources and other general administrative functions that are higher than the amounts reflected in our historical financial statements, which could impact our cash flows profitability;
- the actions required to separate our and HHH's respective businesses could disrupt our and HHH's operations, and the separation will require significant amounts of management's time and effort, which may divert management's attention from operating and growing our business;
- certain costs and liabilities that were less significant to HHH prior to the separation will be more significant for us and HHH as separate companies after the separation;
- following the separation, our business will be less diversified than HHH's businesses prior to the separation;
- we (and prior to the separation, HHH) will incur costs in connection with our transition to being a separate, publicly traded company that may include accounting, tax, legal and other professional services costs, recruiting and relocation costs associated with hiring or reassigning our personnel and costs to separate information systems; and
- following the separation, we may be more susceptible to market fluctuations and other adverse events than if we were still a part of HHH.

If we fail to achieve some or all of the benefits expected to result from the separation, or if such benefits are delayed, our business, operating results and financial condition could be adversely affected.

We may have received better terms from unaffiliated third parties than the terms we will receive in our agreements with HHH.

The agreements we will enter into with HHH in connection with the separation, including the Separation Agreement, transition services agreement, employee matters agreement, tax matters agreement and other commercial agreements, were prepared in the context of our separation from HHH while we were still a wholly-owned subsidiary of HHH. Accordingly, during the period in which the terms of those agreements were prepared, we did not have a separate or independent board of directors or a management team that was separate from or independent of HHH. As a result, the terms of those agreements may not reflect terms that would have resulted from arm's-length negotiations between unaffiliated third parties. Arm's-length negotiations between HHH and an unaffiliated third party in another form of transaction, such as a buyer in a sale of a business transaction, may have resulted in more favorable terms to the unaffiliated third party. See "Certain Relationships and Related Party Transactions."

We or HHH may fail to perform under various agreements that will be executed as part of the separation or we may fail to have necessary systems and services in place when certain of the agreements expire.

The Separation Agreement and other agreements to be entered into in connection with the separation will determine the allocation of assets and liabilities between the companies following the separation and will include any necessary indemnifications related to liabilities and obligations. The transition services agreement will provide for the performance of certain services by HHH for the benefit of Seaport Entertainment for a period of time after the separation. We will rely on HHH after the separation to satisfy its performance obligations under these agreements. If HHH is unable to satisfy its obligations under these agreements, including its indemnification obligations, we could incur operational difficulties or losses. If we do not have in place our own systems and services, or if we do not have agreements with other providers of these services once certain transaction agreements expire, we may not be able to operate our business effectively. We are in the process of creating our own, or engaging third parties to provide, systems and services to replace many of the systems and services that HHH currently provides to us. However, we may not be successful in implementing these systems and services or in transitioning data from HHH's systems to us.

In addition, we expect this process to be complex, time-consuming and costly. We are also establishing or expanding our own tax, internal audit, investor relations, corporate governance and public company compliance and other corporate functions. We expect to incur one-time costs to replicate, or outsource from other providers, these corporate functions to replace the corporate services that HHH historically provided us prior to the separation. Any failure or significant downtime in our own financial, administrative or other support systems or in the HHH financial, administrative or other support systems during the transitional period during which HHH provides us with support could negatively impact our results of operations or prevent us from paying our suppliers and employees, executing business combinations and foreign currency transactions or performing administrative or other services on a timely basis, which could negatively affect our results of operations.

In particular, our day-to-day business operations rely on information technology systems. A significant portion of the communications among our personnel, customers and suppliers take place on information technology platforms. We expect the transfer of information technology systems from HHH to us to be complex, time consuming and costly. There is also a risk of data loss in the process of transferring information technology. As a result of our reliance on information technology systems, the cost of such information technology integration and transfer and any such loss of key data could have an adverse effect on our business, financial condition and results of operations.

Following the distribution, we will be dependent on HHH to provide us with certain transition services, which may be insufficient to meet our needs, and we may have difficulty finding replacement services or be required to pay increased costs to replace these services after our transition services agreement with HHH expires.

Historically, HHH has provided, and until our separation from HHH, HHH will continue to provide significant corporate and shared services related to corporate functions such as property management, executive oversight, treasury, accounting, finance, internal audit, legal, information technology, human resources, communications,

facilities and risk management. Following our separation from HHH, we expect HHH to continue to provide some of these services on a transitional basis for a fee. While these services are being provided to us by HHH, we will be dependent on HHH for services that are critical to our operation as a separate, publicly traded company, and our operational flexibility to modify or implement changes with respect to such services and the amounts we pay for them will be limited. After the expiration of the transition services agreement, we may not be able to replace these services or enter into appropriate third-party agreements on terms and conditions, including cost and quality of service, comparable to those that we will receive from HHH under the transition services agreement. Although we intend to replace portions of the services currently provided by HHH following the separation, we may encounter difficulties replacing certain services or be unable to negotiate pricing or other terms as favorable as those we currently have in effect.

If the distribution fails to qualify as a distribution under Section 355 of the Code, HHH stockholders could incur significant adverse tax consequences, and we could be required to indemnify HHH for certain tax consequences that could be material pursuant to indemnification obligations under the tax matters agreement.

The distribution is conditioned upon, among other things, HHH's receipt of an opinion of Latham & Watkins LLP, tax counsel to HHH, regarding the qualification of the distribution as a distribution under Section 355 of the Code, although HHH may waive this condition in its sole discretion. There is no administrative or judicial authority that directly addresses facts that are substantially similar to those of the distribution, and the opinion of tax counsel is therefore not free from doubt. Moreover, the opinion of tax counsel will be based on, among other things, certain factual assumptions, representations and undertakings from HHH and us, including those regarding the past and future conduct of the companies' respective businesses and other matters. If any of these factual assumptions, representations, or undertakings is incorrect or not satisfied, including as a possible result of us being forced to change our business model and dispose of assets in the event that our anticipated Rights Offering does not close or results in less proceeds than expected, HHH may not be able to rely on the opinion, and HHH and its stockholders could incur significant adverse U.S. federal income tax consequences. In addition, the opinion of tax counsel will not be binding on the U.S. Internal Revenue Service (the "IRS") or the courts, and, notwithstanding the opinion of tax counsel, the IRS could determine that the distribution does not so qualify or that the distribution should be taxable for other reasons, including as a result of a significant change in stock or asset ownership after the distribution.

If the distribution is ultimately determined not to qualify as a distribution under Section 355 of the Code, the distribution could be treated as a taxable disposition of common shares of Seaport Entertainment by HHH and as a taxable distribution to HHH stockholders for U.S. federal income tax purposes. In such case, HHH stockholders that are subject to U.S. federal income tax could incur significant adverse U.S. federal income tax consequences. For a more detailed discussion, see the section entitled "Material U.S. Federal Income Tax Consequences of the Distribution to U.S. Holders."

Under the tax matters agreement that we will enter into with HHH, we will generally be required to indemnify HHH against taxes incurred by HHH that arise as a result of certain acts or omissions by us, inaccuracies, misrepresentations or misstatements relating to us or events involving our stock or assets that prevent the distribution from qualifying as a distribution under Section 355 of the Code, except that we will generally not bear any such taxes resulting from corporate-level taxable gain to HHH under Section 355(e) of the Code. If we are required to pay any liabilities under the circumstances set forth in the tax matters agreement, the amounts may be significant. For a more detailed discussion, see "Certain Relationships and Related Party Transactions—Agreements with HHH—Tax Matters Agreement."

Even if the distribution qualifies as a distribution under Section 355 of the Code, certain non-U.S. HHH stockholders could incur significant adverse tax consequences.

Even if the distribution qualifies as a distribution under Section 355 of the Code, unless Seaport Entertainment is a U.S. real property holding corporation (a "USRPHC") for U.S. federal income tax purposes, certain non-U.S. HHH stockholders who have actually or constructively owned more than 5% of the HHH common stock at any point in the five years preceding the distribution could be treated as having made a taxable exchange of a portion of their shares of HHH common stock for shares of Seaport Entertainment common stock as a result of the distribution. The

determination of whether Seaport Entertainment is a USRPHC depends on the fair market value of its U.S. real property interests relative to the fair market value of its non-U.S. real property interests and other business assets. Based on our analysis of the value and composition of the assets of Seaport Entertainment, we believe and intend to take the position that Seaport Entertainment is a USRPHC for U.S. federal income tax purposes. Nevertheless, because the determination of whether Seaport Entertainment is a USRPHC depends on the fair market value of its assets, there can be no assurance that Seaport Entertainment is a USRPHC. Non-U.S. stockholders are urged to consult their tax advisors regarding the tax consequences of the distribution.

We might not be able to engage in certain transactions following the distribution.

Under the tax matters agreement that we will enter into with HHH, we will be required to comply with the representations and undertakings made to legal counsel in connection with the tax opinion HHH expects to receive regarding the intended tax treatment of the distribution and certain related transactions. The tax matters agreement will also restrict our ability to take or fail to take any action if such action or failure to act could adversely affect the intended tax treatment, except that we will generally not be prohibited from entering into equity transactions that result in corporate-level taxable gain to HHH under Section 355(e) of the Code. In particular, except in specific circumstances, in the two years following the distribution, we will be restricted from, among other things, (i) ceasing to actively conduct certain elements of our business, and (ii) selling, transferring or otherwise disposing of, 30% or more of the gross assets of certain of our businesses. These restrictions may limit for a period of time our ability to pursue certain transactions that we may believe to be in the best interests of our shareholders or that might increase the value of our business. For more information, see the section entitled "Certain Relationships and Related Person Transactions—Agreements with HHH—Tax Matters Agreement."

Risks Related to Our Common Stock

We cannot be certain that an active trading market for our common stock will develop or be sustained after the separation, and following the separation, the price of our common stock may fluctuate significantly.

Prior to the completion of the distribution, there has been no public market for our common stock. We cannot guarantee that an active trading market will develop or be sustained for our common stock after the distribution. If an active trading market does not develop, you may have difficulty selling your Company common stock at an attractive price, or at all. In addition, we cannot predict the prices at which our common stock may trade after the distribution.

The market price of our common stock may fluctuate significantly due to a number of factors, some of which may be beyond our control and/or unrelated to our operating performance, including:

- our quarterly or annual earnings, or those of other companies in our industry;
- the failure of securities analysts to cover our common stock after the separation;
- actual or anticipated fluctuations in our operating results;
- changes in earnings estimated by securities analysts or our ability to meet those estimates;
- the operating and stock price performance of other comparable companies;
- publication of research reports about our industry;
- announcements by us or our competitors of significant contracts, acquisitions, dispositions, strategic partnerships, joint ventures or capital commitments;
- changes to the regulatory and legal environment in which we operate;
- changes in interest or inflation rates;
- overall market fluctuations and domestic and worldwide economic conditions; and

- other factors described in these "Risk Factors" and elsewhere in this information statement.

In the past few years, stock markets have experienced extreme price and volume fluctuations. In the past, following periods of volatility in the overall market and the market price of a company's securities, securities class action litigation has often been instituted against these companies. Such litigation, if instituted against us, could result in substantial costs and a diversion of our management's attention and resources.

We are an emerging growth company and the information we provide shareholders may be different from information provided by other public companies.

We are an "emerging growth company" as defined in the Jumpstart Our Business Startups Act of 2012. We will continue to be an emerging growth company until the earliest to occur of the following:

- the last day of the fiscal year in which our total annual gross revenues first meet or exceed $1.235 billion (as adjusted for inflation);
- the date on which we have, during the prior three-year period, issued more than $1.0 billion in non-convertible debt;
- the last day of the fiscal year in which we (i) have an aggregate worldwide market value of common stock held by non-affiliates of $700 million or more (measured at the end of each fiscal year) as of the last business day of our most recently completed second fiscal quarter and (ii) have been a reporting company under the Exchange Act for at least one year (and filed at least one annual report under the Exchange Act); or
- the last day of the fiscal year following the fifth anniversary of the date of our separation from HHH.

For as long as we remain an emerging growth company, we may take advantage of certain exemptions from various reporting requirements that are applicable to other public companies that are not emerging growth companies, including, but not limited to:

- not being required to comply with the auditor attestation requirements of the assessment of our internal control over financial reporting under Section 404(b) of the Sarbanes-Oxley Act;
- exemption from new or revised financial accounting standards applicable to public companies until such standards are also applicable to private companies;
- reduced disclosure obligations regarding executive compensation in our periodic reports, proxy statements and registration statements; and
- exemptions from the requirement of holding a non-binding advisory vote on executive compensation and shareholder approval on golden parachute compensation not previously approved.

We may choose to take advantage of some or all of these reduced burdens. For example, we have taken advantage of the reduced disclosure obligations regarding executive compensation in this information statement. For as long as we take advantage of the reduced reporting obligations, the information we provide shareholders may be different from information provided by other public companies. In addition, it is possible that some investors will find our common stock less attractive as a result of these elections, which may result in a less active trading market for our common stock and higher volatility in our stock price.

In addition, we have elected to not take advantage of the extended transition period that allows an emerging growth company to delay the adoption of certain accounting standards until those standards would otherwise apply to private companies, which means that the financial statements included in this information statement, as well as financial statements we file in the future, will be subject to all new or revised accounting standards generally applicable to public companies. Our election not to take advantage of the extended transition period is irrevocable.

If we are unable to implement and maintain effective internal control over financial reporting in the future, investors may lose confidence in the accuracy and completeness of our financial reports and the market price of our common stock may be negatively affected.

As a public company, we will be required to maintain internal controls over financial reporting and to report any material weaknesses in such internal controls. In addition, beginning with our second annual report on Form 10-K, we expect we will be required to furnish annual management assessments of the effectiveness of our internal control over financial reporting. However, while we remain an emerging growth company, we will not be required to include a report by our independent registered public accounting firm addressing these assessments pursuant to Section 404 of the Sarbanes-Oxley Act. These reporting and other obligations may place significant demands on management, and administrative and operational resources, including accounting systems and resources.

The process of designing, implementing and testing the internal control over financial reporting required to comply with this obligation is time consuming, costly and complicated. If we identify material weaknesses in our internal control over financial reporting, if we are unable to comply with the applicable requirements of Section 404 of the Sarbanes-Oxley Act in a timely manner or to assert that our internal control over financial reporting is effective, or, when applicable, if our independent registered public accounting firm is unable to express an opinion as to the effectiveness of our internal control over financial reporting, investors may lose confidence in the accuracy and completeness of our financial reports and the market price of our common stock could be negatively affected, and we could become subject to investigations by the stock exchange on which our securities are then listed, the SEC, or other regulatory authorities, which could require additional financial and management resources.

We do not expect to pay any dividends for the foreseeable future.

You should not rely on our common stock to provide dividend income. We do not anticipate that we will pay any dividends to holders of our common stock in the foreseeable future. Instead, we plan to retain any earnings to maintain and expand our existing operations. In addition, any future credit facility or debt securities may contain terms prohibiting or limiting the amount of dividends that may be declared or paid on our common stock.

Your percentage ownership in us may be diluted in the future.

In the future, your percentage ownership in us may be diluted because of equity issuances for acquisitions, capital market transactions or otherwise, including equity awards that we will be granting to our directors, officers and employees. In addition, following the distribution, our employees will have rights to purchase or receive our common stock as a result of the conversion of their HHH stock options or other equity interests into our stock options and other equity interests. The conversion of these HHH awards into our awards is described in further detail in the section entitled "Certain Relationships and Related Party Transactions—Agreements with HHH—Employee Matters Agreement." As of the date of this information statement, the exact number of our common stock that will be subject to the converted equity awards is not determinable, and, therefore, it is not possible to determine the extent to which your percentage ownership in us could be diluted as a result of the conversion. It is anticipated that our Compensation Committee will grant additional equity awards to our employees and directors after the distribution, from time to time, under our employee benefits plans. These additional awards will have a dilutive effect on our earnings per share of common stock, which could adversely affect the market price of our common stock.

In addition, our Certificate of Incorporation will authorize us to issue, without the approval of our stockholders, one or more classes or series of preferred shares having such designation, powers, preferences and relative, participating, optional and other special rights, including preferences over our common stock respecting dividends and distributions, as the Board generally may determine. The terms of one or more classes or series of preferred shares could dilute the voting power or reduce the value of our common stock. For example, we could grant the holders of preferred shares the right to elect some number of our directors in all events or on the happening of specified events or the right to veto specified transactions. Similarly, the repurchase or redemption rights or liquidation preferences that we could assign to holders of preferred shares could affect the residual value of the common stock. Please refer to the section entitled "Description of Capital Stock."

We expect to conduct a $175 million Rights Offering of equity to our stockholders following the distribution which may also have a dilutive effect on the market price of our common stock.

Anti-takeover provisions in our Certificate of Incorporation, our Bylaws, Delaware law, the Investor Rights Agreement and certain other agreements may prevent or delay an acquisition of us, which could decrease the trading price of our common stock.

Our Certificate of Incorporation, our Bylaws, the Investor Rights Agreement and Delaware law, among other things, contain or will contain provisions that could have the effect of rendering more difficult, delaying or preventing an acquisition deemed undesirable by our board of directors. See "Description of Capital Stock." For example, following the distribution, our Certificate of Incorporation and Bylaws will contain the following limitations:

- the inability of our stockholders to act by written consent;
- restrictions on the ability of stockholders to call a special meeting without 15% or more of the voting power of the issued and outstanding shares entitled to vote generally in the election of our directors;
- rules regarding stockholder approvals and director nominations;
- the right of our board of directors to issue preferred stock without stockholder approval;
- a requirement that, to the fullest extent permitted by law, certain proceedings against or involving us or our directors or officers be brought exclusively in the Court of Chancery in the State of Delaware;
- that certain provisions may be amended only by the affirmative vote of at least 66 2/3% of the shares of common stock entitled to vote generally in the election of directors; and
- the limitations described in "—MLB rules require that any person or group seeking to acquire a controlling interest in us or the Aviators must receive the prior approval of MLB. Such limitations and approval requirements may restrict any change of control or business combination opportunities in which our stockholders might receive a premium for shares of our common stock."

We also expect to enter into the Investor Rights Agreement with Pershing Square, pursuant to which Pershing Square will be entitled to designate at least one individual as a nominee for election to our board of directors as long as it owns at least 10% of the total outstanding shares of our common stock. If we increase the size of the board to larger than five directors, the Investor Rights Agreement will entitle Pershing Square to nominate individuals representing at least 20% of the total number of our directors, which could allow Pershing Square to exercise additional influence over certain of our corporate and governance matters. The board designation and related rights will also be contained in our Certificate of Incorporation. See "Certain Relationships and Related Party Transactions—Agreements with Pershing Square—Investor Rights Agreement."

In addition, we are a Delaware corporation, and Section 203 of the DGCL applies to us. In general, Section 203 prevents an interested stockholder from engaging in certain business combinations with us for three years following the date that person becomes an interested stockholder subject to certain exceptions. The statute generally defines an interested stockholder as any person that is the owner of 15% or more of the outstanding voting stock or is our affiliate or associate and was the owner of 15% or more of outstanding voting stock at any time within the three-year period immediately before the date of determination.

We intend to grant a waiver of the applicability of the provisions of Section 203 of the DGCL to Pershing Square Capital Management, L.P., PS Management GP, LLC and William A. Ackman, such that Pershing Square may increase its position in our common stock to 15% or more of the outstanding shares of common stock without being subject to Section 203's restrictions on business combinations. As such, Pershing Square, through its ability to accumulate more common stock than would otherwise be permitted under Section 203, would have the ability to become a large holder group that would be able to affect matters requiring approval by Company stockholders, including the election of directors and approval of mergers or other business combination transactions.

These anti-takeover provisions could make it more difficult for a third party to acquire us, even if the third-party's offer may be considered beneficial by many of our stockholders. As a result, our stockholders may be limited in their ability to obtain a premium for their shares. These provisions could limit the price that investors might be willing to pay in the future for shares of our common stock. There also may be dilution of our common stock from the exercise of any future outstanding warrants, which may materially adversely affect the market price and negatively impact a holder's investment.

Our Certificate of Incorporation will include restrictions on the share ownership of our common stock by certain persons, which, if triggered would result in an immediate transfer of the applicable number of shares to a trust for the benefit of the applicable transferor. In addition, MLB rules require that any person or group seeking to acquire a controlling interest in us or the Aviators must receive the prior approval of MLB. Such limitations and approval requirements may restrict any change of control or business combination opportunities in which our stockholders might receive a premium for shares of our common stock.

To comply with the policies of MLB, our Certificate of Incorporation will provide that, as long as we have an ownership interest in the professional baseball club currently known as the Aviators, and subject to certain exceptions, no person may acquire shares of our common stock if, after such acquisition, that person would (i) own at least 10% of the outstanding shares of our common stock, unless such person has received prior written approval from MLB (absent such approval, a "10% Holder"), (ii) own at least 50% of the outstanding shares of our common stock or at least 50% of the total voting power of our then-outstanding securities entitled to vote generally in the election of directors or (iii) have the ability to appoint at least a majority of the members of our board, unless, in each case, such person is approved by MLB or qualifies as an exempt person (which includes Pershing Square or any person approved by MLB as the "control person" of the Aviators). In the event that a person attempts to acquire shares of our common stock in violation of these restrictions, the applicable excess shares would automatically be transferred to a trust and held for the benefit of the excess share transferor, and such excess shares may be sold for cash, on the open market, in privately negotiated transactions or otherwise; however, in the case of any purported transfer that would result in a person being a 10% Holder, if the excess shares constitute less than 1% of the then outstanding shares of our common stock, the transferor may notify us that they intend to seek MLB approval, in which case the trustee will refrain from selling the related excess shares for a 60-day period following the date of notice regarding automatic transfer of excess shares to the trust. No assurance can be given that the trust will be able to sell the shares at a price that is equal to or greater than the price paid by the person who attempted to acquire the shares. In addition, such person's right to receive the net proceeds of the sale, as well as any dividends or other distributions to which such person would otherwise be entitled, will be subject to their compliance with the applicable mechanics included in the Certificate of Incorporation. See "Description of Capital Stock—Anti-Takeover Effects of Various Provisions of Delaware Law, our Certificate of Incorporation and Bylaws and the Investor Rights Agreement—Restrictions on Ownership; Transfer of Excess Shares to a Trust."

In addition to the influence Pershing Square could exercise in respect of its voting power (see "—Pershing Square is our largest stockholder and may exert influence over us that may be adverse to our best interests and those of our other stockholders"), the share ownership limitations and required MLB approvals could have an anti-takeover effect, potentially discouraging third parties from making proposals for acquisitions of greater than 10% of our common stock or a change of control transaction. In addition, if MLB does not provide approval of a specific transaction, these provisions could prevent a transaction in which holders of our common stock might receive a premium for their shares over the then-prevailing market price or which our board of directors or stockholders might believe to be otherwise in the best interest of us and our stockholders.

General Risks

Loss of key personnel could adversely affect our business and operations.

We depend on the efforts of key executive personnel. The loss of the services of any key executive personnel could adversely affect our business and operations. While we believe we have proper succession planning and are confident we could attract and train new personnel if necessary, this could impose additional costs and hinder our business strategy.

Actual or threatened terrorist activity and other acts of violence or civil unrest, or the perception of a heightened threat of such risks, could adversely affect our financial condition and results of operations.

Future actual or threatened terrorist attacks or other acts of violence or civil unrest in the areas in which we conduct our business, or the perception of a heightened threat of such risks, may result in reduced economic activity, which could harm the demand for goods and services offered by tenants, revenue from our properties and the success of our entertainment offerings. Such a resulting decrease in consumer demand could also make it difficult to renew or re-lease properties at lease rates equal to or above historical rates. Terrorist activities or other acts of violence or civil unrest, or the perception of a heightened threat of such risks, also could directly affect the value of our properties and events—particularly because they are open to the public. Any such incidents could cause material physical or reputational damage to our properties and business or destruction or loss, and the availability of insurance for such incidents, or of insurance generally, might be lower or cost more, which could increase our operating expenses and adversely affect our financial condition and results of operations. To the extent that our tenants are affected by real or perceived physical safety concerns stemming from such incidents, their businesses similarly could be adversely affected, including their ability to continue to meet their obligations under their existing leases. Such incidents, or the fear of such incidents, could decrease consumer demand for our assets and offerings, decrease or delay the occupancy of new or redeveloped properties and limit our access to capital or increase our cost of capital.

Weakness or instability in the general economy, our markets or our results of operations could result in future asset impairments, which would increase our reported loss or reduce our reported earnings and net worth.

Economic conditions remain fragile in some markets and the possibility remains that the domestic or global economies, or certain industry sectors that are key to our revenue, may deteriorate. If certain aspects of our operations are adversely affected by challenging economic and financial conditions, we may be required to record future impairments, which would negatively impact our results of operations.

We are, and may in the future be, subject to legal proceedings or investigations, the resolution of which could negatively affect our business, financial condition or results of operations.

Our business exposes us to significant potential risk from lawsuits, investigations and other legal proceedings. We are, and may in the future be, subject to a variety of proceedings, including, among others, litigation regarding our properties and offerings and ordinary course employment litigation. For example, we are and have been subject to various lawsuits challenging the development approvals we obtained for our 250 Water Street development project. Although, to date, the lawsuits have not, individually or in the aggregate, had a material adverse effect on our business, financial condition or results of operations, we cannot guarantee that the outcome of any pending or future litigation related to 250 Water Street, or the outcome of any other litigation, will not result in substantial costs or delays, divert our management's attention and resources or otherwise harm our business. For additional information, see Note 8 to the audited combined financial statements included elsewhere in this information statement.

In litigation, plaintiffs may seek various remedies, including declaratory or injunctive relief; compensatory or punitive damages; restitution, disgorgement, civil penalties, abatement, attorneys' fees, costs or other relief. Settlement demands may seek significant monetary and other remedies, or otherwise be on terms that we do not consider reasonable under the circumstances. In some instances, even if we have complied with applicable laws, regulations and terms of contracts, an adverse judgment or outcome may occur based on other applicable laws or principles of common law, including negligence and strict liability, and result in significant liability and reputational damage for us. We may also be subject to claims in addition to those described above by similar groups of plaintiffs in the future relating to our current or former properties or activities. In addition, awards against and settlements by our competitors or publicity associated with our current litigation could incentivize parties to bring additional claims against us.

Any claim brought against us, regardless of its merits, could be costly to defend and could result in an increase of our insurance premiums and exhaust our available insurance coverage. The financial impact of litigation is difficult to assess or quantify. Some claims brought against us might not be covered by our insurance policies or

might exhaust our available insurance coverage for such occurrences. To the extent our insurance coverage is inadequate and we are not successful in identifying or purchasing additional coverage for such claims, we would have to pay the amount of any settlement or judgment that is in excess of policy limits. Claims against us that result in entry of a judgment or that we settle that are not covered or not sufficiently covered by insurance policies could have a material adverse impact on our business, financial condition and results of operations.

CAUTIONARY STATEMENT CONCERNING FORWARD-LOOKING INFORMATION

Certain statements contained in this information statement, including, without limitation, those related to our future operations constitute "forward-looking statements" within the meaning of Section 27A of the Securities Act, and Section 21E of the Exchange Act. All statements other than statements of historical fact included in this information statement are forward-looking statements and may include words such as "anticipate," "believe," "estimate," "expect," "forecast," "intend," "likely," "may," "plan," "project," "realize," "should," "transform," "would" and other statements of similar expression.

These forward-looking statements involve known and unknown risks, uncertainties, and other important factors that could cause our actual results, performance or achievements, or industry results, to differ materially from any predictions of future results, performance or achievements that we express or imply in this information statement.

Forward-looking statements include statements related to:

- forecasts of our future economic performance;
- our separation from HHH and our ability to operate as a stand-alone public company;
- our ability to achieve the intended benefits from our separation from HHH;
- our anticipated Rights Offering;
- expected capital required for our operations and development opportunities for our properties;
- impact of technology on our operations and business;
- expected performance of our business;
- expected commencement and completion for property developments;
- estimates of our future liquidity, development opportunities, development spending and management plans; and
- descriptions of assumptions underlying or relating to any of the foregoing.

Some of the risks, uncertainties and other important factors that may affect future results or cause actual results to differ materially from those expressed or implied by forward-looking statements include:

- risks related to our separation from, and relationship with, HHH;
- macroeconomic conditions, such as volatility in the capital markets, inflation, rising interest rates and a prolonged recession or downturn in the national economy;
- changes in discretionary consumer spending patterns or consumer tastes or preferences;
- risks associated with our investments in real estate assets and trends in the real estate industry;
- our ability to obtain operating and development capital on favorable terms, or at all, including our ability to obtain or refinance debt capital;
- the availability of debt and equity capital;
- our ability to renew our leases or re-lease available space;
- our ability to compete effectively;
- our ability to successfully identify, acquire, develop and manage properties on terms that are favorable to us;

- the impact of uncertainty around, and disruptions to, our supply chain, including labor shortages and shipping delays;
- risks related to the concentration of our properties in Manhattan and the Las Vegas area, including fluctuations in the regional and local economies and local real estate conditions;
- extreme weather conditions or climate change, including natural disasters, that may cause property damage or interrupt business;
- the impact of water and electricity shortages on our business;
- the contamination of our properties by hazardous or toxic substances;
- catastrophic events or geopolitical conditions, such as the COVID-19 pandemic and other public health crises, that may disrupt our business;
- actual or threatened terrorist activity and other acts of violence, or the perception of a heightened threat of such events;
- losses that are not insured or that exceed the applicable insurance limits;
- risks related to disruption or failure of information technology networks and related systems—both ours and those operated and managed by third parties—including data breaches and other cybersecurity attacks;
- our ability to attract and retain key personnel;
- our inability to control certain of our properties due to the joint ownership of such property and our inability to successfully attract desirable strategic partners, including joint venture partners;
- the significant influence Pershing Square will have over us following our spin-off from HHH, including pursuant to its rights under the Investor Rights Agreement and our Certificate of Incorporation; and
- other risks and uncertainties described herein.

Although we presently believe that the plans, expectations and anticipated results expressed in or suggested by the forward-looking statements contained in this information statement are reasonable, all forward-looking statements are inherently subjective, uncertain and subject to change, as they involve substantial risks and uncertainties, including those beyond our control. New factors emerge from time to time, and it is not possible for us to predict the nature, or assess the potential impact, of each new factor on our business. Given these uncertainties, we caution you not to place undue reliance on these forward-looking statements. We undertake no obligation to update or revise any of our forward-looking statements for events or circumstances that arise after the statement is made, except as otherwise may be required by law.

DIVIDEND POLICY

We do not expect to pay any cash dividends on our common stock in the foreseeable future. All decisions regarding the payment of dividends will be made by our board of directors from time to time in accordance with applicable law.

CAPITALIZATION

The following table sets forth our cash and cash equivalents, restricted cash and capitalization as of March 31, 2024 on a pro forma basis to give effect to our anticipated post-separation capital structure after giving effect to the distribution and the Rights Offering we expect to conduct and the related backstop commitment, as discussed further below and in "Summary Historical and Pro Forma Combined Financial Data."

The information below is not necessarily indicative of what our cash and equivalents, restricted cash, and capitalization would have been had the separation been completed as of March 31, 2024. In addition, it is not indicative of our future cash and equivalents, restricted cash and capitalization. This table should be read in conjunction with the sections entitled "Unaudited Pro Forma Combined Financial Statements" and "Management's Discussion and Analysis of Financial Condition and Results of Operations" and our combined financial statements and notes thereto included elsewhere in this information statement.

	As of March 31, 2024	
	Historical	Pro Forma
	(Unaudited)	(Unaudited)
Cash and cash equivalents	$ 1,955	$ 191,482
Restricted cash	42,175	42,175
Debt:		
Mortgages payable, net	$ 155,822	$ 102,225
Total debt	155,822	102,225
Equity:		
Common Stock	—	126
Additional paid-in capital	—	617,057
Net parent investment	389,132	—
Accumulated other comprehensive income	—	—
Noncontrolling interests	—	10,000
Total equity	389,132	627,183
Total capitalization	**$ 544,954**	**$ 729,408**

UNAUDITED PRO FORMA COMBINED FINANCIAL STATEMENTS

The following unaudited pro forma combined financial statements consist of an unaudited pro forma combined balance sheet as of March 31, 2024 and unaudited pro forma combined statements of operations for the three months ended March 31, 2024 and the fiscal year ended December 31, 2023.

The unaudited pro forma combined financial statements were derived from the historical combined financial statements included elsewhere in this information statement. The pro forma adjustments give effect to the transactions described below. The unaudited pro forma combined balance sheet gives effect to the transactions described below as if they had occurred on March 31, 2024, our latest balance sheet date. The unaudited pro forma combined statements of operations for the three months ended March 31, 2024 and the fiscal year ended December 31, 2023 give effect to the transactions described below as if they had occurred on January 1, 2023, the first day of fiscal 2023.

The following unaudited pro forma combined financial statements of the Company give effect to the separation and related adjustments in accordance with Article 11 of Regulation S-X using the assumptions set forth in the notes to the unaudited pro forma financial statements.

The unaudited pro forma combined financial statements include certain transaction accounting adjustments that are necessary to present fairly our unaudited pro forma combined balance sheet and unaudited pro forma combined statements of operations as of and for the periods indicated. The pro forma adjustments are based on assumptions that management believes are reasonable given the information currently available.

The unaudited pro forma combined financial statements give effect to the following transaction accounting adjustments:

- the distribution of 100% of our issued and outstanding common stock by HHH to its stockholders;
- the effect of our anticipated post-separation capital structure, which includes the contribution of $23.4 million of cash to the Company from HHH pursuant to the Separation Agreement and the proceeds from the $175 million Rights Offering we expect to conduct and the related backstop commitment and the issuance of approximately 7,000,000 shares of Company common stock in such Rights Offering, as described in this information statement;
- the impact of the tax matters agreement and the employee matters agreement between the Company and HHH and the provisions contained therein; and
- the impact of the anticipated refinancing of the mortgage payable on 250 Water Street.

In connection with the separation and distribution, the Company will enter into transition services agreements whereby HHH will continue to provide certain services to the Company, including construction and development, information technology, treasury and human resources services for up to 12 months. These services will be consistent with services provided to the Company by HHH prior to the separation and distribution, and the charges to the Company will be at the cost incurred by HHH in providing the services.

The historical combined financial statements include amounts in relation to historical services provided by HHH to the Company. No adjustment is reflected in the unaudited pro forma combined financial statements in relation to services that may be provided under the transition services agreement, as such amounts are not expected to be materially different from the costs recognized in the historical combined financial statements.

The unaudited pro forma combined financial statements have been presented for informational purposes only. The unaudited pro forma information is not necessarily indicative of our results of operations or financial condition had the separation and the related transactions been completed on the dates assumed and should not be relied upon as a representation of our future performance or financial position as a separate public company. The historical combined financial statements have been derived from HHH's historical accounting records and include allocations of certain general and administrative expenses from HHH's corporate office. The allocations have been determined based on assumptions that management believes are reasonable; however, the amounts are not necessarily

representative of the amounts that would have been reflected in the financial statements had the Company been an entity that operated independently of HHH during the periods or at the dates presented. Transaction accounting adjustments have been reflected in the unaudited pro forma combined financial statements. Autonomous entity adjustments have been considered, but have not been reflected herein because they are either not applicable or not material to the unaudited pro forma combined financial statements.

The unaudited pro forma combined financial statements should be read in conjunction with the combined financial statements and related notes thereto contained elsewhere in this information statement, as well as the sections entitled "Capitalization" and "Management's Discussion and Analysis of Financial Condition and Results of Operations" included elsewhere in this information statement.

UNAUDITED PRO FORMA COMBINED BALANCE SHEET

AS OF MARCH 31, 2024

(in thousands, except per share data)	Historical	Transaction Accounting Adjustments	Notes	Pro forma
Assets				
Buildings and equipment	$ 533,836	$ —		$ 533,836
Accumulated depreciation	(207,832)	—		(207,832)
Land	9,497	—		9,497
Developments	99,092	—		99,092
Net investment in real estate	**434,593**	**—**		**434,593**
Investments in unconsolidated ventures	41,879	—		41,879
Cash and cash equivalents	1,955	23,400	(a)	191,482
		166,250	(i)	
		(123)	(h)	
Restricted cash	42,175	—		42,175
Accounts receivable, net	11,282	—		11,282
Deferred expenses, net	4,225	—		4,225
Operating lease right-of-use assets, net	40,272	—		40,272
Other assets, net	38,348	(3,073)	(j)	35,275
Total assets	**$ 614,729**	**$ 186,454**		**$ 801,183**
Liabilities and Stockholders' Equity				
Mortgages payable, net	155,822	(53,597)	(j)	102,225
Operating lease obligations	48,015	—		48,015
Deferred tax liabilities, net	—	—		—
Accounts payable and other liabilities	21,760	2,000	(c)	23,760
Total liabilities	**$ 225,597**	**$ (51,597)**		**$ 174,000**
Net parent investment	389,132	(389,132)	(e)	—
Stockholders' Equity:				
Common stock	—	126	(i)	126
Additional paid-in capital	—	617,057	(e)	617,057
Retained earnings	—	—		—
Total stockholders' equity	**$ 389,132**	**$ 228,051**		**$ 617,183**
Noncontrolling interests	—	10,000	(b)	10,000
Total equity	**$ 389,132**	**$ 238,051**		**$ 627,183**
Total liabilities and equity	**$ 614,729**	**$ 186,454**		**$ 801,183**

See the accompanying notes to the unaudited pro forma combined financial statements.

UNAUDITED PRO FORMA COMBINED STATEMENT OF OPERATIONS

FOR THE THREE MONTHS ENDED MARCH 31, 2024

(in thousands, except per share data)	Historical	Transaction Accounting Adjustments	Notes	Pro forma
Sponsorships, events, and entertainment revenue	$ 4,180	$ —		$ 4,180
Hospitality revenue	4,004	—		4,004
Rental revenue	6,447	—		6,447
Other revenue	23	—		23
Total revenues	**14,654**	**—**		**14,654**
Sponsorships, events, and entertainment costs	4,861	—		4,861
Hospitality costs	5,568	—		5,568
Operating costs	9,904	—		9,904
Provision for doubtful accounts	953	—		953
General and administrative	16,554			16,554
Depreciation and amortization	8,074	—		8,074
Total expenses	**45,914**			**45,914**
Other income , net	8	—		8
Total other	**8**	**—**		**8**
Operating loss	**(31,252)**			**(31,252)**
Interest expense, net	(2,546)	937	(j)	(1,609)
Equity in (losses) from unconsolidated ventures	(10,280)	—		(10,280)
Guarantee fee expense	—	(307)	(j)	(307)
Loss before income taxes	**(44,078)**	**630**		**(43,448)**
Income tax (benefit) expense	—	—	(d)	
Net loss	**$ (44,078)**	**$ 630**		**$ (43,448)**
Net (income) loss attributable to noncontrolling interest	—	(350)	(b)	(350)
Net loss available to common stockholders	**$ (44,078)**	**$ 280**		**$ (43,798)**
Net loss per Share, Basic and Diluted:				
Basic			(f)	$ (3.48)
Diluted			(f)	$ (3.48)
Weighted Average Shares Outstanding				
Basic			(f)	12,583
Diluted			(f)	12,583

See the accompanying notes to the unaudited pro forma combined financial statements.

UNAUDITED PRO FORMA COMBINED STATEMENT OF OPERATIONS

FOR THE YEAR ENDED DECEMBER 31, 2023

(in thousands, except per share data)	Historical	Transaction Accounting Adjustments	Notes	Pro forma
Sponsorships, events, and entertainment revenue	$ 60,623	$ —		$ 60,623
Hospitality revenue	32,951	—		32,951
Rental revenue	22,096	—		22,096
Other revenue	8	—		8
Total revenues	**115,678**	**—**		**115,678**
Sponsorships, events, and entertainment costs	47,466	—		47,466
Hospitality costs	31,432	—		31,432
Operating costs	41,219	—		41,219
Provision for doubtful accounts	459	—		459
General and administrative	30,536	2,000	(c)	51,137
		18,601	(g)	
Depreciation and amortization	48,432	—		48,432
Other	81	—		81
Total expenses	**199,625**	**20,601**		**220,226**
Provision for impairment	(672,492)	—		(672,492)
Other income , net	33	—		33
Total other	**(672,459)**	**—**		**(672,459)**
Operating loss	**(756,406)**	**(20,601)**		**(777,007)**
Interest expense, net	(3,166)	635	(j)	(2,654)
		(123)	(h)	
Equity in (losses) from unconsolidated ventures	(80,633)	—		(80,633)
Guarantee fee expense	—	(1,226)	(j)	(1,226)
Loss on extinguishment of debt	(47)	(191)	(j)	(238)
Loss before income taxes	**(840,252)**	**(21,506)**		**(861,758)**
Income tax (benefit) expense	(2,187)	—	(d)	(2,187)
Net loss	**$ (838,065)**	**$ (21,506)**		**$ (859,571)**
Net (income) loss attributable to noncontrolling interest	—	(1,400)	(b)	(1,400)
Net loss available to common stockholders	**$ (838,065)**	**$ (22,906)**		**$ (860,971)**
Net loss per Share, Basic and Diluted:				
Basic			(f)	$ (68.43)
Diluted			(f)	$ (68.43)
Weighted Average Shares Outstanding				
Basic			(f)	12,583
Diluted			(f)	12,583

See the accompanying notes to the unaudited pro forma combined financial statements.

NOTES TO UNAUDITED PRO FORMA COMBINED FINANCIAL STATEMENTS

For further information regarding the historical combined financial statements, please refer to the historical combined financial statements included in this information statement. The unaudited pro forma combined balance sheet as of March 31, 2024 and the unaudited pro forma combined statements of operations for the three months ended March 31, 2024 and the fiscal year ended December 31, 2023 include adjustments related to the following:

Transaction Accounting Adjustments:

(a) Reflects the contribution of approximately $23.4 million of cash by HHH to the Company prior to the separation and distribution pursuant to the terms of the Separation Agreement.

(b) Reflects the issuance of preferred shares by a subsidiary of the Company, which is presented as noncontrolling interest in the unaudited pro forma combined balance sheet. Net income (loss) attributable to noncontrolling interest of $ 0.4 million and $1.4 million is presented in the unaudited pro forma combined statements of operations for the three months ended March 31, 2024, and the year ended December 31, 2023, respectively, related to accrued preferred dividends.

(c) Reflects $2.0 million of current accrued liabilities for retention bonuses related to the separation and distribution estimated to be payable by the Company after the distribution. The income statement impact has been reflected in general and administrative expense ("G&A") in the unaudited pro forma combined statement of operations for the year ended December 31, 2023. These costs are not expected to recur after the distribution.

(d) Reflects the tax effects of the transaction accounting adjustments at the applicable statutory income tax rates and related adjustments to the valuation allowance for deferred tax assets that are not more-likely-than-not to be realized. Since the adjustments are expected to be incurred in the U.S. with operations in New York and Nevada, the statutory tax rate applied is approximately 30.04%. The difference between the (benefit) provision at the statutory rate and the income tax provision is related to the valuation allowance. The effective tax rate of the Company could be different (either higher or lower) depending on activities subsequent to the distribution.

(e) Represents the reclassification of HHH's net investment in the Company, including other pro forma adjustments, into common stock, par value $0.01, and additional paid in capital to reflect the number of shares of the Company's common stock expected to be outstanding at the distribution date based upon a distribution ratio of one share of the Company's common stock for every nine shares of HHH common stock.

The adjustments to additional paid in capital is summarized below:

Adjustments	Note	($ in thousands)
Cash contributed to the Company prior to separation and distribution	(a)	$ 23,400
Preferred share issuance by a subsidiary of the Company	(b)	(10,000)
Retention bonus	(c)	(2,000)
Net parent investment	(e)	389,132
Common stock distributed	(e)	(56)
Transaction costs	(g)	(18,601)
Transaction costs paid by HHH	(g)	18,601
Net cash payments on HHH revolving loan facility	(h)	(123)
Proceeds from the Rights Offering	(i)	166,180
Refinanced debt	(j)	50,524
Total adjustment		**$ 617,057**

(f) The total weighted-average number of shares of our common stock used to compute basic net loss per share for the three months ended March 31, 2024 and the year ended December 31, 2023 is 12,582,637, which includes (i) 5,582,637 shares based on 50,243,739 HHH shares outstanding assuming a distribution ratio of one share of the Company's common stock for every nine shares of HHH common stock; and (ii) 7,000,000 shares associated with the Rights Offering which assumes an equity raise of $175 million and a $25 price per share, the proceeds of which are reflected in the pro forma financial information.

For the three months ended March 31, 2024 and the year ended December 31, 2023, the weighted average number of shares used to compute diluted net loss per share is based on the weighted average number of basic shares of our common stock since the historical combined financial statements reflect a net loss for the three months ended March 31, 2024 and the year ended December 31, 2023. The actual future impact of potential dilution from stock-based awards granted to our employees under HHH equity plans will depend on various factors, including employees who may change employment from one company to another.

(g) All transaction costs incurred during the three months ended March 31, 2024 and the year ended December 31, 2023 related to the separation and distribution are included in our historical combined financial statements. The pro forma adjustments for the year ended December 31, 2023 include estimates for additional charges we expect to incur between March 31, 2024 and the distribution date of $18.6 million, which is recorded in general and administrative expense, related to estimated business separation. A corresponding adjustment was recorded to additional paid-in capital for this amount as all transaction costs prior to the separation and distribution will be paid by HHH. Actual amounts may differ from these estimates. These costs are not expected to recur beyond 12 months after the distribution.

(h) Reflects the pro forma adjustment for the revolving loan facility provided by HHH to the Company at the distribution date that will be repaid to HHH upon completion of the Rights Offering mentioned below. The aggregate availability of the revolving loan facility is $5 million with an initial term of 12 months, including a 6 month extension available at the discretion of HHH. However, the Company is required to repay any amounts drawn on the facility upon either the receipt of proceeds from the Rights Offering or the receipt of proceeds from a sale of the Company's assets. The revolving loan facility will bear interest at a rate of 10 percent per annum. The pro forma income statement for the year ended December 31, 2023 reflects increased interest expense of $0.1 million based on the assumption that the Company will draw $5.0 million on the facility as of the distribution date, which will be repaid in full upon completion of the Rights Offering by the backstop expiration date. As described in this information statement, the Company may conduct the Rights Offering beginning 31 days after the distribution date and the backstop commitment will expire on October 25, 2024. Therefore, these costs are not expected to recur beyond 12 months after the distribution. The pro forma balance sheet reflects the net cash costs associated with interest payments on the revolving debt facility.

(i) Reflects the proceeds from the sale of the Company's common shares for $166.2 million in the Rights Offering and/or backstop commitment described in this information statement, net of $8.8 million of anticipated fees and expenses. The Company accounts for specific incremental costs directly attributable to the Rights Offering, to the extent such costs are incurred and paid by the Company, by offsetting it against the gross proceeds of the Rights Offering and recognizing those costs directly in the equity issued.

(j) Reflects the pro forma adjustment to refinance the existing mortgage payable related to 250 Water Street, including the repayment of existing mortgage payable with carrying value of $113.2 million (including principal outstanding of $115.0 million, net of deferred financing costs of $1.8 million) and the incurrence of $61.3 million in new mortgage payable and deferred financing costs of $1.7 million. The $53.6 million adjustment represents the $53.7 million difference between the $115.0 million historical and $61.3 million new mortgage payable, and the $0.1 million decrease between the historical and new deferred financing costs. Under the terms of the new mortgage payable, the Company will be obligated to pay an annual guaranty fee equal to 2% of the $61.3 million refinanced debt balance to its related party TWL-Bridgeland Holding Company, LLC amounting to $0.3 million for the three months ended March 31, 2024 and $1.2 million for the year ended December 31, 2023. The $61.3 million refinanced debt balance will require 17.5%, or $10.7 million, as cash collateral in the escrow account as a deposit, which represents a $3.1

million decrease to Other assets, net from 12.0% of the historical $115.0 million principal, or $13.8 million. The net difference between the existing mortgage payable and the new mortgage payable, net of the difference in cash collateral, is contemplated to be paid by HHH and has been reflected through additional paid-in capital.

Based on the terms set forth within "Description of Certain Indebtedness", the assumed interest rate is based on an average Secured Overnight Financing Rate ("SOFR") rate plus a margin of 4.5%. This assumed interest rate is the combination of the interest rates on two instruments: (1) the Refinanced 250 Water Street Term Loan between the Company and the lender pursuant to which the Company is obligated to pay the lender an amount equal to SOFR plus 5.0%; and (2) the Total Return Swap, pursuant to which the Company is entitled to receive 0.5% from the lender. The Company recognizes the Total Return Swap as interest income, offset against the refinanced loan interest expense, which are classified as interest expense, net in the unaudited pro forma combined statement of operations. The refinancing of debt resulted in a net decrease in interest expense, net in the amount of $0.9 million for the three months ended March 31, 2024 and $0.6 million for the year ended December 31, 2023. For the three months ended March 31, 2024, the adjustment to interest expense, net reflects an elimination of $2.0 million of historical interest expense which is offset by $1.1 million of interest expense (net of capitalized interest) on the new mortgage. For the year ended December 31, 2023, the adjustment reflects the elimination of $1.0 million of historical interest expense which is offset by $0.4 million of interest expense (net of capitalized interest) on the new mortgage. The $0.2 million adjustment to loss on extinguishment of debt for the year ended December 31, 2023 reflects the write-off of historical unamortized debt fees. A 1/8 percent change to the annual interest rate would represent an immaterial change to interest expense for the three months ended March 31, 2024 and the year ended December 31, 2023 as the majority of interest expense in those periods are capitalized on a pro forma basis.

MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

Unless the context otherwise requires, references in this Management's Discussion and Analysis of Financial Condition and Results of Operations ("MD&A") to "Seaport Entertainment," the "Company," "we," "us," or "our" shall mean the assets and operating activities of Howard Hughes Holdings Inc. ("HHH") that will be contributed to Seaport Entertainment Group Inc. in connection with our separation from HHH, described below. Seaport Entertainment Group Inc., which was established on January 24, 2024, has engaged in no business activities to date and has no assets or liabilities of any kind, other than those incident to its formation. The following discussion should be read as a supplement to and should be read in conjunction with our Combined Financial Statements for the years ended December 31, 2023, 2022, and 2021 ("Combined Financial Statements") and Unaudited Condensed Combined Financial Statements for the three months ended March 31, 2024, and March 31, 2023 ("Unaudited Condensed Combined Financial Statements") and the related notes which are included elsewhere in this information statement as well as the information presented under "Summary Historical and Unaudited Pro Forma Combined Financial Data" and "Unaudited Pro Forma Combined Financial Statements." This discussion contains forward-looking statements that involve risks, uncertainties, assumptions, and other factors, including those described in the section entitled "Risk Factors" and elsewhere in this information statement. Actual results could differ materially from those discussed in or implied by forward-looking statements as a result of these factors. You are cautioned not to place undue reliance on this information which speaks only as of the date of this information statement. We are not obligated to update this information, whether as a result of new information, future events or otherwise, except as may be required by law.

All references to numbered Notes are specific to Notes to our Combined Financial Statements and our Unaudited Condensed Combined Financial Statements included in this information statement and which descriptions are incorporated into the applicable response by reference. Capitalized terms used, but not defined, in this MD&A have the same meanings as in such Notes.

Overview

General Overview

The Company was formed to own, operate, and develop a unique collection of assets positioned at the intersection of entertainment and real estate. Our existing portfolio encompasses a wide range of leisure and recreational activities, including live concerts, fine dining, professional sports, and high-end and experiential retail. We primarily analyze our portfolio of assets through the lens of our three operating segments: (1) Landlord Operations, (2) Hospitality, and (3) Sponsorships, Events, and Entertainment, and are focused on realizing value for shareholders primarily through dedicated management of existing assets, expansion of partnerships, strategic acquisitions, and completion of development and redevelopment projects.

Landlord Operations. Landlord Operations represents our ownership interests in and operation of physical real estate assets located in the Seaport, a historic neighborhood in Lower Manhattan on the banks of the East River and within walking distance of the Brooklyn Bridge. Landlord Operations assets include:

- Pier 17, a mixed-use building containing restaurants, entertainment, office space, and the Rooftop at Pier 17, an outdoor concert venue;
- the Tin Building, a mixed-use building containing a culinary destination featuring a variety of experiences including restaurants, bars, grocery markets, retail, and private dining;
- the Fulton Market Building, a mixed-use building containing office and retail spaces, including a movie theater and an experiential retail concept focused on "classic lawn games" and cocktails;
- the Historic District retail and other locations which include the Museum Block, Schermerhorn Row, and more;

- 250 Water Street, a full block development site approved for zoning of affordable and market-rate housing, office, retail, and community-oriented gathering space; and
- 85 South Street, an eight-story residential building.

Our assets included in the Landlord Operations segment primarily sit under a long-term ground lease from the City of New York with an amendment that was executed giving the Company extension options for an additional 48 years from its current expiration in 2072 until 2120. We are focused on continuing to fill vacancies in our Landlord Operations portfolio and believe this to be an opportunity to drive incremental segment growth.

Hospitality. Hospitality represents our ownership interests in various food and beverage operating businesses. Today, we own, either wholly or through partnerships with third parties, and operate, including license and management agreements, six fine dining and casual dining restaurants, cocktail bars and entertainment venues (The Fulton, Mister Dips, Carne Mare, Malibu Farm, Pearl Alley, and The Lawn Club), as well as our unconsolidated venture, the Tin Building by Jean-Georges, which offers over 20 culinary experiences, including restaurants, bars, grocery markets, retail, and private dining. These businesses are all our tenants and pay rent to our Landlord Operations. We also have a 25% interest in Jean-Georges Restaurants. Creative Culinary Management Company ("CCMC"), a wholly owned subsidiary of Jean-Georges Restaurants and a related party of the Company, provides management services for certain retail and food and beverage businesses in the Seaport. We aim to capitalize on opportunities in the food and beverage space to leverage growing consumer appetite for unique restaurant experiences as a catalyst to further expand the Company's culinary footprint.

Sponsorships, Events, and Entertainment. Sponsorships, Events, and Entertainment includes the Las Vegas Aviators Triple-A Minor League Baseball team (the "Aviators") and the Las Vegas Ballpark, our interest in and to the Fashion Show Mall Air Rights, events at the Rooftop at Pier 17, and all of our sponsorship agreements across both the Las Vegas Ballpark and the Seaport. The Aviators are a Triple-A affiliate of the Oakland Athletics and play at the Las Vegas Ballpark, a 10,000-person capacity ballpark located in Downtown Summerlin. The Rooftop at Pier 17, as mentioned in Landlord Operations above, is a premier outdoor concert venue that hosts a popular Summer Concert Series featuring emerging and established musicians alike. We see the Rooftop at Pier 17 as an opportunity to continue to drive events and entertainment growth as the demand for live music is strong and accelerating.

Separation from HHH

On October 5, 2023, HHH announced its intent to form a new division, the Seaport Entertainment division of Howard Hughes, that will include HHH's entertainment-related real estate assets and operations described above, and to spin off Seaport Entertainment into a stand-alone publicly traded company through the distribution of all of the outstanding shares of common stock of Seaport Entertainment to HHH's stockholders on a pro rata basis in a distribution intended to be tax-free for U.S. federal income tax purposes, except for cash received in lieu of fractional shares of common stock. While HHH currently intends to effect the distribution, subject to the satisfaction of certain conditions, HHH has no obligation to pursue or consummate any dispositions of its ownership interest in us, including through the distribution, by any specified date or at all. The distribution is subject to various conditions, including the transfer of assets and liabilities to us in accordance with the Separation Agreement; due execution and delivery of the agreements relating to the separation; no order, injunction or decree issued by any court of competent jurisdiction or other legal restraint or prohibition in effect preventing the consummation of the separation, the distribution or any of the related transactions; acceptance for listing on a national stock exchange of our common stock, subject to official notice of distribution; and no other event or development having occurred or in existence that, in the judgment of the board of directors of HHH, in its sole discretion, makes it inadvisable to effect the separation, the distribution or related transactions. The conditions to the distribution may not be satisfied, HHH may decide not to consummate the distribution even if the conditions are satisfied or HHH may decide to waive one or more of these conditions and consummate the distribution even if all of the conditions are not satisfied. There can be no assurance whether or when such transaction will be consummated or as to the final terms of an such transaction.

In connection with the separation and distribution, HHH will transfer $23.4 million in cash to the Company to provide additional liquidity after the distribution date.

Basis of Presentation

We have historically operated as part of HHH and not as a standalone company. The accompanying Combined Financial Statements and Unaudited Condensed Combined Financial Statements have been prepared on a standalone basis derived from the consolidated financial statements and accounting records of HHH. These statements reflect the combined historical results of operations, financial position and cash flows of the Seaport Entertainment division of Howard Hughes in accordance with accounting principles generally accepted in the United States of America ("GAAP"). These statements may not include all expenses that would have been incurred had the Company existed as a separate, stand-alone entity during the periods presented.

For an additional discussion on the basis of presentation of these statements, see Note 1 – Significant Accounting Policies in the Notes to Combined Financial Statements included in this information statement.

Key Factors Affecting Our Business

We believe that our performance and future success depend on a number of factors that present significant opportunities for us but also pose risks and challenges, including those discussed below and in the section of this information statement titled "Risk Factors."

Management Strategies and Operational Changes

As mentioned elsewhere in this information statement, we have historically operated as part of HHH and not as a standalone company. Therefore, our historical results are reflective of the management strategies and operations of the Company based on the direction and strategies of HHH. Additionally, our historical results reflect the allocation of expenses from HHH associated with certain services, including (1) certain support functions that are provided on a centralized basis within HHH, including, but not limited to executive oversight, treasury, accounting, finance, internal audit, legal, information technology, human resources, communications, and risk management; and (2) employee benefits and compensation, including stock-based compensation. As a separate public company, our ongoing costs related to such support functions may differ from, and will likely exceed, the amounts that have been allocated to us in these financial statements. Following the separation, we expect HHH to continue to provide some of these services on a transitional basis in exchange for agreed-upon fees. In addition to one-time costs to design and establish our corporate functions, we will also incur incremental costs associated with being a stand-alone public company, including additional labor costs, such as salaries, benefits, and potential bonuses and/or stock based compensation awards for staff additions to establish certain corporate functions historically supported by HHH and not covered by the transition services agreement, and corporate governance costs, including board of director compensation and expenses, audit and other professional services fees, annual report and proxy statement costs, SEC filing fees, transfer agent fees, consulting and legal fees and stock exchange listing fees. Following the separation and distribution, our future results and cost structure may differ based on new strategies and operational changes implemented by our management team, which may include changes to our chosen organizational structure, whether functions are outsourced or performed by the Company employees, and strategic decisions made in areas such as executive leadership, corporate infrastructure, and information technology.

Tin Building and our investment in the Tin Building by Jean-Georges

The Company owns 100% of the Tin Building which was completed and placed in service in our Landlord Operations segment during the third quarter of 2022. The Company leases 100% of the rentable space in the Tin Building to the Tin Building by Jean-Georges joint venture, a Hospitality segment business in which the Company has an equity ownership interest and reports its ownership interest in accordance with the equity method. Based on capital contribution and distribution provisions for the Tin Building by Jean-Georges joint venture, the Company currently recognizes all of the economic interest in the venture. The Company recognizes lease payments from the Tin Building by Jean-Georges in Rental revenue within the Landlord Operations segment and recognizes its share of the income or losses from the joint venture in Equity in losses from unconsolidated ventures in the Hospitality segment. As the Company currently recognizes 100% of operating income or losses from the Tin Building by Jean-Georges, the Tin Building lease has no net impact to the total Company net loss. However, Landlord Operations Adjusted EBITDA and NOI, as defined below, includes only rental revenue related to the Tin Building lease payments, and does not include the rent expense in Equity in losses from unconsolidated ventures.

The Tin Building by Jean-Georges is managed by CCMC, a related party that is owned by Jean-Georges Restaurants. The Tin Building by Jean-Georges had a soft opening in August 2022 and a grand opening celebration in late September 2022, with an expanded focus on experiences including in-person dining, retail shopping and delivery. Operating hours were initially constrained due to labor shortages and the venture incurred elevated operating losses during the early months of operations; however, during the fourth quarter of 2022, despite continued labor shortages, operating hours were extended to seven days a week. In 2023, the Tin Building by Jean-Georges was open seven days per week, with strong foot traffic and sales. However, operating losses at the Tin Building by Jean-Georges joint venture remained elevated, as the venture continues to refine its operating model, and the Seaport experienced poor weather conditions throughout 2023 and into the first quarter of 2024. As the Company currently funds any operating shortfall and recognizes all of the economic interest in the venture, the future success of the Tin Building by Jean-George may have a significant impact on our results of operations.

Seasonality

Our operations are highly seasonal and are significantly impacted by weather conditions. Concerts at our outdoor venue and Aviator's baseball games primarily occur from May through October, and we typically see increased customer traffic at our restaurants during the summer months when the weather is generally warmer and more favorable, which contributes to higher revenue during these periods. However, weather-related disruptions, such as floods and heavy rains, can negatively impact our summer operations. For instance, outdoor concerts may have to be cancelled or rescheduled due to inclement weather, which can result in lost revenue. Similarly, floods can lead to temporary closures of our restaurants and can disrupt our supply chain, leading to potential revenue losses and increased costs.

During the fall and winter months, our operations tend to slow down due to the colder weather which results in fewer outdoor events, less foot traffic at our restaurants, and the end of the Aviator's baseball season. This seasonality pattern results in lower revenues during these periods. Moreover, severe winter weather conditions, such as snowstorms and freezing temperatures, can further deter customers from visiting our restaurants, further impacting our revenues and cash flow. Our seasonality also results in fluctuations in cash and cash equivalents, accounts receivable, deferred expenses, and accounts payable and other liabilities at different times during the year.

Lease Renewals and Occupancy

As of March 31, 2024, and December 31, 2023, the weighted average remaining term of our retail, office, and other properties leases where we are the lessor was approximately seven years, excluding renewal options. The stability of the rental revenue generated by our properties depends principally on our tenants' ability to pay rent and our ability to collect rents, renew expiring leases, re-lease space upon the expiration or other termination of leases, lease currently vacant properties, and maintain or increase rental rates at our leased properties. To the extent our properties become vacant, we would forego rental income while remaining responsible for the payment of property taxes and maintaining the property until it is re-leased, which could negatively impact our operating results. As of March 31, 2024, our real estate assets at the Seaport were 67% leased. This includes one lease at Pier 17 that is set to expire in December 2025 and represents 12% of our total 2023 rental revenues. We continue to monitor our lease renewals and occupancy rates.

Inflationary Pressures

Financial results across all our segments may be impacted by inflation. In Landlord Operations, certain of our leases contain rent escalators that increase rent at a fixed amount and may not be sufficient during periods of high inflation. For properties leased to third-party tenants, the impact of inflation on our property and operating expenses is limited as substantially all our leases are net leases, and property-level expenses are generally reimbursed by our tenants. Inflation and increased costs may also have an adverse impact on our tenants and their creditworthiness if the increase in property-level expenses is greater than their increase in revenues. For unleased properties and properties occupied by our restaurants, we are more exposed to inflationary pressures on property and operating expenses. For our Hospitality and Sponsorships, Events, and Entertainment segments, inflationary pressure has a direct impact on our profitability due to increases in our costs, as well as potential reductions in customers that could negatively impact revenue.

Significant Items Impacting Comparability

Impairment. The Company reviews its long-lived assets for potential impairment indicators whenever events or changes in circumstances indicate that the carrying amount may not be recoverable. The Company also periodically evaluates its investments in unconsolidated ventures for recoverability and valuation declines that are other than temporary. During the third quarter of 2023, the Company recorded a $672.5 million impairment charge related to Seaport properties in the Landlord Operations segment and a $37.0 million impairment charge related to its investments in unconsolidated ventures in the Hospitality segment. The Company recognized the impairment due to decreases in estimated future cash flows resulting from significant uncertainty of future performance as stabilization and profitability are taking longer than expected, pressure on the current cost structure, decreased demand for office space, as well as an increase in the capitalization rate and a decrease in restaurant multiples used to evaluate future cash flows. The Company used a discounted cash flow analysis to determine the fair value.

Separation Costs. The Company incurred pre-tax charges related to the planned separation from HHH, primarily related to legal and consulting costs, of $9.2 million for the three months ended March 31, 2024, and $4.5 million in the year ended December 31, 2023. No costs related to the planned separation were incurred or recorded in the Combined Statement of Operations for the three months ended March 31, 2023, or the years ended December 31, 2022 and 2021.

Shared Service Costs. HHH provides the Company certain services, including (1) certain support functions that are provided on a centralized basis within HHH, including, but not limited to executive oversight, treasury, accounting, finance, internal audit, legal, information technology, human resources, communications, and risk management; and (2) employee benefits and compensation, including stock-based compensation. The Company's Combined Financial Statements reflect an allocation of these costs. When specific identification or a direct attribution of costs based on time incurred for the Company's benefit is not practicable, a proportional cost method is used, primarily based on revenue, headcount, payroll costs or other applicable measures. The Company recorded expenses associated with shared services that are not directly attributable to the Company of $3.6 million and $3.0 million for the three months ended March 31, 2024, and 2023, respectively, and $13.9 million, $10.0 million, and $6.7 million for the years ended December 31, 2023, 2022, and 2021, respectively.

Components of our Combined Statements of Operations

Sponsorships, Events, and Entertainment Revenue. Our Sponsorships, events, and entertainment revenue is generally comprised of baseball-related ticket sales, concert-related ticket sales, events-related service revenue, concession sales, and advertising and sponsorships revenue.

Hospitality Revenue. Hospitality revenue is generated by the Seaport restaurants.

Rental Revenue. Rental revenue is associated with the Company's Landlord Operations assets and is comprised of minimum rent, percentage rent in lieu of fixed minimum rent, tenant recoveries, and overage rent.

Other Revenue. Other revenue is comprised of parking revenue and other miscellaneous revenue.

Sponsorships, *Events, and Entertainment Costs*. Sponsorships, events, and entertainment costs mainly include labor costs, event production costs, show-related marketing and advertising expenses, fulfillment costs related to our sponsorship programs, food and beverage costs related to our events and concerts, artist fees, licensing fees, and ticket-agency fees, along with other costs.

Hospitality Costs. Hospitality costs mainly include food and beverage costs related to our restaurants and retail business along with other costs that include labor costs and management fees for employment and supervision of all employees at the Company's restaurants.

Operating Costs. Operating costs primarily consist of ground rent, production fees, electricity, labor costs and building service contracts along with other costs.

Provision for Doubtful Accounts. Provision for doubtful accounts reflects the reserves recorded for estimated losses on accounts receivable if the estimated losses are probable and can be reasonably estimated.

General and Administrative. General and administrative costs include direct and allocated labor costs and overhead expenses for support functions that are provided on a centralized basis within HHH, including, but not limited to executive oversight, treasury, accounting, finance, internal audit, legal, information technology, human resources, communications, risk management, and employee benefits and compensation, including stock-based compensation.

Depreciation and Amortization Expense. Depreciation and amortization expenses are related to the Company's buildings and equipment and intangible assets.

Provision for Impairment. Provision for impairment for the year ended December 31, 2023, includes an impairment charge related to long-lived assets located at the Seaport. Refer to the Significant Items Impacting Comparability section above for additional detail.

*Other Income, Ne*t. Other income, net includes various miscellaneous other income and expense items.

Interest Expense, Net. Interest expense, net is related to the Company's secured mortgages payable, net of interest expense capitalized to development assets and interest income from the collateral deposit associated with the 250 Water Street mortgage.

Equity in Losses from Unconsolidated Ventures. Equity in losses from unconsolidated ventures represents the Company's allocable share of earnings or losses of each venture, based on the distribution provisions in the joint venture operating agreements, as well as impairment charges related to its investments.

Income Tax (Benefit) Expense. The Company generated operating losses in each of the periods presented. The Company is not recognizing an income tax benefit related to these losses because operating results of the Company have historically been included in the consolidated federal and combined state tax returns of HHH and the resulting tax attributes have been fully utilized by the Parent and are no longer available to the Company for future use. These unbenefited losses cause the Company's effective tax rate to deviate from the federal statutory rate.

For additional information on income taxes, see Note 10 - Income Taxes in the Notes to Combined Financial Statements and Note 8 – Income Taxes in the Notes to Unaudited Condensed Combined Financial Statements included in this information statement.

Non-GAAP Measure

Landlord Operations Net Operating Income

In addition to the required presentations using GAAP, we use certain non-GAAP performance measures, as we believe these measures improve the understanding of our operational results and make comparisons of operating results among peer companies more meaningful. Management continually evaluates the usefulness, relevance, limitations and calculation of our reported non-GAAP performance measures to determine how best to provide relevant information to the public, and thus such reported measures could change.

Landlord Operations Net Operating Income ("Landlord Operations NOI") is a non-GAAP supplemental measure that we believe is useful in measuring the year-over-year performance of our Landlord Operations segment. As Landlord Operations NOI reflects the revenues and expenses directly associated with owning and operating real estate properties, variances between years in Landlord Operations NOI typically result from changes in rental rates, occupancy, tenant mix, and operating expenses. We define Landlord Operations NOI as operating revenues (rental income, tenant recoveries, and other revenue) less operating expenses (real estate taxes, repairs and maintenance, marketing, and other property expenses). Landlord Operations NOI excludes straight-line rents and amortization of tenant incentives, net; interest expense, net; ground rent amortization; other income (loss); expenses for concepts that did not proceed to completion; depreciation and amortization; development-related marketing costs; gain on sale or disposal of real estate and other assets, net; provision for impairment and equity in earnings (losses) from unconsolidated ventures.

Although we believe that Landlord Operations NOI provides useful information to investors about the performance of our Landlord Operations segment, due to the exclusions noted above, Landlord Operations NOI

should only be used as an additional measure of the financial performance of such assets and not as an alternative to GAAP net income.

Results of Operations

Comparison of the Three Months Ended March 31, 2024 and 2023

The following table sets forth our operating results:

	Three Months Ended March 31,		Change	
thousands except percentages	2024	2023	$	%
REVENUES				
Sponsorships, events, and entertainment revenue	$ 4,180	$ 4,081	$ 99	2 %
Hospitality revenue	4,004	5,222	(1,218)	(23) %
Rental revenue	6,447	5,442	1,005	18 %
Other revenue	23	3	20	667 %
Total revenue	**14,654**	**14,748**	**(94)**	**(1)%**
EXPENSES				
Sponsorships, events, and entertainment costs	4,861	5,988	(1,127)	(19) %
Hospitality costs	5,568	6,881	(1,313)	(19) %
Operating costs	9,904	9,137	767	8 %
Provision for (recovery of) doubtful accounts	953	(19)	972	NM[1]
General and administrative	16,554	5,456	11,098	203 %
Depreciation and amortization	8,074	13,230	(5,156)	(39) %
Other	—	403	(403)	(100) %
Total expenses	**45,914**	**41,076**	**4,838**	**12 %**
OTHER				
Other income, net	8	21	(13)	(62) %
Total other	8	21	(13)	(62) %
Operating loss	**(31,252)**	**(26,307)**	**(4,945)**	**19 %**
Interest expense, net	(2,546)	(630)	(1,916)	304 %
Equity in losses from unconsolidated ventures	(10,280)	(10,820)	540	(5) %
Loss before income taxes	**(44,078)**	**(37,757)**	**(6,321)**	**17 %**
Income tax (benefit) expense	—	—	—	—
Net loss	**$ (44,078)**	**$ (37,757)**	**$ (6,321)**	**17 %**

1 Not Meaningful

Net loss increased $6.3 million, or 17%, to $44.1 million for the three months ended March 31, 2024, compared to $37.8 million in the prior-year period, primarily due to the $11.1 million increase in general and administrative costs, partially offset by the $5.1 million decrease in depreciation and amortization.

Items Included in Segment Adjusted EBITDA

See Segment Operating Results for discussion of significant variances for revenues and expenses included in Adjusted EBITDA.

Items Excluded from Segment Adjusted EBITDA

The following includes information on the significant variances in expenses and other items not directly related to segment activities.

General and Administrative. General and administrative costs increased $11.1 million, or 203%, to $16.6 million for the three months ended March 31, 2024, compared to $5.5 million in the prior-year period. This change was primarily due to a $9.2 million increase in separation costs, $1.2 million increase in personnel and overhead expenses, a $0.6 million increase in shared service costs allocated from HHH based on various allocation methodologies, and a $0.1 million increase in rent expense related to the corporate office lease.

Depreciation and Amortization Expense. Depreciation and amortization expense decreased $5.1 million, or 39%, to $8.1 million for the three months ended March 31, 2024, compared to $13.2 million in the prior-year period. This change was primarily due to a decrease in depreciation expense following the impairment recognized on the Company's buildings and equipment in the third quarter of 2023.

Interest Expense, Net. Interest expense, net increased $1.9 million, or 304%, to $2.5 million for the three months ended March 31, 2024, compared to $0.6 million in the prior-year period. This change is primarily due to a $1.3 million decrease in amounts capitalized to development assets and a $0.6 million increase in interest expense on secured mortgages payable.

Equity in Losses from Unconsolidated Ventures. Equity losses from unconsolidated ventures decreased $0.5 million, or 5%, to $10.3 million for the three months ended March 31, 2024, compared to $10.8 million in the prior-year period. This change was primarily due to a $0.5 million decrease in losses for the Tin Building by Jean-Georges and a $0.4 million decrease in losses for Ssäm Bar, which closed in the third quarter of 2023, partially offset by a $0.4 million increase in losses related to the Lawn Club, which opened in the fourth quarter of 2023.

Segment Operating Results

Landlord Operations

Segment Adjusted EBITDA

The following table presents segment Adjusted EBITDA for Landlord Operations:

Landlord Operations Adjusted EBITDA	**Three Months Ended March 31,**		**Change**	
thousands except percentages	**2024**	**2023**	**$**	**%**
Rental revenue	$ 6,447	$ 5,442	$ 1,005	18 %
Other revenue	23	3	20	667 %
Total revenues	6,470	5,445	1,025	19 %
Operating costs	(8,267)	(7,432)	(835)	(11) %
Provision for doubtful accounts	(198)	(45)	(153)	(340) %
Total operating expenses	(8,465)	(7,477)	(988)	(13) %
Other income, net	4	8	(4)	(50) %
Total expenses	(8,461)	(7,469)	(992)	(13) %
Adjusted EBITDA	**$ (1,991)**	**$ (2,024)**	**$ 33**	**2 %**

Landlord Operations Adjusted EBITDA loss decreased $33 thousand compared to the prior-year period primarily due to the following:

Rental Revenue. Rental revenue increased $1.0 million, or 18%, to $6.4 million for the three months ended March 31, 2024, compared to $5.4 million in the prior-year period. This change was primarily driven by a $1.1 million increase in rental revenue at the Fulton Market Building due to the commencement of the Alexander Wang lease at the end of 2023.

Operating Costs. Operating costs increased $0.8 million, or 11%, to $8.3 million for the three months ended March 31, 2024, compared to $7.4 million in the prior year period. This change was primarily due to a $0.3 million increase in professional services fees, a $0.3 million in state business taxes, and a $0.1 million increase in insurance expense.

Provision for Doubtful Accounts. Provision for doubtful accounts expense increased $0.2 million, or 340%, to $0.2 million for the three months ended March 31, 2024, compared to $45 thousand in the prior-year period, primarily due to a tenant reserve established during the three months ended March 31, 2024.

Non-GAAP Measure

Landlord Operations Net Operating Income

Refer to the Non-GAAP Measure discussion above for additional information and disclosure on the usefulness, relevance, limitations, and calculation of Landlord Operations Net Operating Income. A reconciliation of Landlord Operations Adjusted EBITDA to Landlord Operations NOI is presented in the table below.

Reconciliation of Landlord Operations Adjusted EBITDA to Landlord Operations NOI:

Landlord Operations NOI	**Three Months Ended March 31,**		**Change**	
thousands except percentages	**2024**	**2023**	**$**	**%**
Landlord Operations Adjusted EBITDA	$ (1,991)	$ (2,024)	$ 33	2 %
Adjustments:				
Impact of straight-line rent	445	717	(272)	(38) %
Other	(4)	(8)	4	(50) %
Landlord Operations NOI	**$ (1,550)**	**$ (1,315)**	**$ (235)**	**(18)%**

Landlord Operations NOI losses increased $0.2 million compared to the prior-year period, primarily due to increased operating costs and provision for doubtful accounts, partially offset by the increase in rental revenue as mentioned above.

Hospitality

Segment Adjusted EBITDA

The following table presents segment Adjusted EBITDA for Hospitality:

Hospitality Adjusted EBITDA	**Three Months Ended March 31,**		**Change**	
thousands except percentages	**2024**	**2023**	**$**	**%**
Hospitality revenue	$ 4,004	$ 5,222	$ (1,218)	(23) %
Total revenues	4,004	5,222	(1,218)	(23) %
Hospitality costs	(5,568)	(6,881)	1,313	19 %
Operating costs	(553)	(704)	151	21 %
Provision for doubtful accounts	(101)	(1)	(100)	NM[1]
Total operating expenses	(6,222)	(7,586)	1,364	18 %
Other income, net	2	7	(5)	(71) %
Total expenses	(6,220)	(7,579)	1,359	18 %
Adjusted EBITDA	**$ (2,216)**	**$ (2,357)**	**$ 141**	**6 %**

1 Not Meaningful

Hospitality Adjusted EBITDA loss decreased $0.1 million compared to the prior-year period primarily due to the following:

Hospitality Revenue. Hospitality revenue decreased $1.2 million, or 23%, to $4.0 million for the three months ended March 31, 2024, compared to $5.2 million in the prior-year period. This change was primarily due to a $1.0 million decrease related to reduced performance across our restaurant portfolio, primarily at Malibu Farms, The Fulton, and Carne Mare, and a $0.2 million decrease related to small popups and short-term activations in the Cobble & Co space in the first quarter of 2023, with no similar activity in the first quarter of 2024. The reduced restaurant performance was primarily related to poor weather conditions in the first quarter of 2024, as evidenced by 45% increase in total rainfall during the peak days of Friday through Sunday.

Hospitality Costs. Hospitality costs decreased $1.3 million, or 19%, to $5.6 million for the three months ended March 31, 2024, compared to $6.9 million in the prior-year period, primarily due to decreases in variable costs such as food and beverage costs and labor costs, which are generally in line with the decrease in Hospitality revenue.

Sponsorships, Events, and Entertainment

Segment Adjusted EBITDA

The following table presents segment Adjusted EBITDA for Sponsorships, Events, and Entertainment:

Sponsorships, Events, and Entertainment Adjusted EBITDA	**Three Months Ended March 31,**		**Change**	
thousands except percentages	**2024**	**2023**	**$**	**%**
Sponsorships, events, and entertainment revenue	$ 4,180	$ 4,081	$ 99	2 %
Total revenues	4,180	4,081	99	2 %
Sponsorships, events, and entertainment costs	(4,861)	(5,988)	1,127	19 %
Operating costs	(1,084)	(1,001)	(83)	(8) %
Provision for (recovery of) doubtful accounts	(654)	65	(719)	NM[1]
Total operating expenses	(6,599)	(6,924)	325	5 %
Other income, net	2	6	(4)	(67) %
Total expenses	(6,597)	(6,918)	321	5 %
Adjusted EBITDA	**$ (2,417)**	**$ (2,837)**	**$ 420**	**15 %**

1 Not Meaningful

Sponsorships, Events, and Entertainment Adjusted EBITDA loss decreased $0.4 million compared to the prior-year period primarily due to the following:

Sponsorships, Events, and Entertainment Revenue. Sponsorships, events, and entertainment revenue increased $0.1 million, or 2%, to $4.2 million for the three months ended March 31, 2024, compared to $4.1 million in the prior-year period. This change was primarily due to a $0.3 million increase in event revenue and concession sales at the Las Vegas Ballpark, primarily related to hosting the 2024 College Baseball Classic, without a similar event in 2023. This increase was partially offset by a $0.2 million decrease in sponsorship revenue at the Seaport as three sponsorship contracts were not renewed.

Sponsorships, Events, and Entertainment Costs. Sponsorships, events, and entertainment costs decreased $1.1 million, or 19%, to $4.9 million for the three months ended March 31, 2024, compared to $6.0 million in the prior year period. This change was primarily due to a $0.9 million decrease in costs associated with events at the Las Vegas Ballpark, primarily due to decreased travel expenses and team fees for Big League Weekend as only two teams competed in the 2024 event, compared to four teams in the 2023 event, and a $0.3 million decrease in breakdown and removal costs associated with the seasonal Winterland Skating concept at the Seaport.

Comparison of the Years Ended December 31, 2023 and 2022

The following table sets forth our operating results:

thousands except percentages	Year Ended December 31, 2023	Year Ended December 31, 2022	Change $	Change %
REVENUES				
Sponsorships, events, and entertainment revenue	$ 60,623	$ 55,724	$ 4,899	9 %
Hospitality revenue	32,951	42,565	(9,614)	(23) %
Rental revenue	22,096	19,810	2,286	12 %
Other revenue	8	947	(939)	(99) %
Total revenue	**115,678**	**119,046**	**(3,368)**	**(3)%**
EXPENSES				
Sponsorships, events, and entertainment costs	47,466	38,764	8,702	22 %
Hospitality costs	31,432	38,037	(6,605)	(17) %
Operating costs	41,219	44,048	(2,829)	(6) %
Provision for doubtful accounts	459	1,412	(953)	(67) %
General and administrative	30,536	16,977	13,559	80 %
Depreciation and amortization	48,432	47,356	1,076	2 %
Other	81	58	23	40 %
Total expenses	**199,625**	**186,652**	**12,973**	**7 %**
OTHER				
Provision for impairment	(672,492)	—	(672,492)	NM[1]
Other income, net	33	935	(902)	(96) %
Total other	(672,459)	935	(673,394)	NM[1]
Operating loss	**(756,406)**	**(66,671)**	**(689,735)**	**NM[1]**
Interest expense, net	(3,166)	(4,013)	847	21 %
Equity in losses from unconsolidated ventures	(80,633)	(37,124)	(43,509)	(117) %
Loss on extinguishment of debt	(47)	—	(47)	NM[1]
Loss before income taxes	**(840,252)**	**(107,808)**	**(732,444)**	**(679)%**
Income tax (benefit) expense	(2,187)	3,469	(5,656)	(163) %
Net loss	**$ (838,065)**	**$ (111,277)**	**$ (726,788)**	**(653)%**

1 Not Meaningful

Net loss increased $726.8 million, or 653%, to $838.1 million for the year ended December 31, 2023, compared to $111.3 million in the prior-year period, primarily due to the $672.5 million increase in impairment charges, the $43.5 million increase in equity losses from unconsolidated ventures, and the $13.6 million increase in general and administrative costs.

Items Included in Segment Adjusted EBITDA

See Segment Operating Results for discussion of significant variances for revenues and expenses included in Adjusted EBITDA.

Items Excluded from Segment Adjusted EBITDA

The following includes information on the significant variances in expenses and other items not directly related to segment activities.

General and Administrative. General and administrative costs increased $13.6 million, or 80%, to $30.5 million for the year ended December 31, 2023, compared to $17.0 million in the prior-year period. This change was primarily due to a $4.5 million increase in separation costs, a $3.6 million increase in shared service costs allocated from HHH based on various allocation methodologies, a $3.3 million increase in personnel and overhead expenses, a $1.6 million increase in expenses related to the development of the Company's e-commerce platform, and a $0.6 million increase in rent expense related to the corporate office lease.

Depreciation and Amortization Expense. Depreciation and amortization expense increased $1.1 million, or 2%, to $48.4 million for the year ended December 31, 2023, compared to $47.4 million in the prior-year period. This change was primarily due to an increase of $1.7 million related to our Landlord Operations properties as a result of an increase in depreciation for the Tin Building, which was completed and placed in service in the third quarter of 2022, partially offset by a decrease in depreciation expense following the impairment recognized on the Company's buildings and equipment in the third quarter of 2023.

Provision for Impairment. Provision for impairment for the year ended December 31, 2023, includes a $672.5 million impairment charge related to long-lived assets located at the Seaport. No impairment was recorded for the year ended December 31, 2022. Refer to the Significant Items Impacting Comparability section above for additional detail.

Interest Expense, Net. Interest expense, net decreased $0.8 million, or 21%, to $3.2 million for the year ended December 31, 2023, compared to $4.0 million in the prior-year period. This change is primarily due to, a $4.5 million increase in amounts capitalized to development assets and a $0.2 million increase in interest income, offset by a $3.9 million increase in interest expense on secured mortgages payable.

Equity in Losses from Unconsolidated Ventures. Equity losses from unconsolidated ventures increased $43.5 million, or 117%, to $80.6 million for the year ended December 31, 2023, compared to $37.1 million in the prior-year period. This change was primarily due to a $37.0 million impairment recognized in 2023 against the carrying value of the Company's investments in unconsolidated ventures, which included $30.8 million related to Jean-Georges Restaurants, $5.0 million related to Ssäm Bar, and $1.2 million related to the Tin Building by Jean-Georges. Excluding the impact of the impairment, equity losses increased $6.5 million, primarily related to a $4.7 million increase for the Tin Building by Jean-Georges, which opened in the third quarter of 2022, and a $1.3 million increase related to the Lawn Club, which opened in the fourth quarter of 2023.

Income Tax (Benefit) Expense. The following table summarizes information related to our income taxes:

	Year Ended December 31,		Change	
thousands except percentages	2023	2022	$	%
Income tax (benefit) expense	$ (2,187)	$ 3,469	$ (5,656)	(163)%
Loss before income taxes	$ (840,252)	$ (107,808)	$ (732,444)	(679)%
Effective income tax rate	0.3 %	(3.2)%	N/A	3.5 %

The Company's effective tax rate was 0.3% for the year ended December 31, 2023, compared to (3.2%) for the year ended December 31, 2022. The increase was primarily due to the recording of a valuation allowance on the US consolidated federal and state deferred tax asset balance.

Segment Operating Results

Landlord Operations

Segment Adjusted EBITDA

The following table presents segment Adjusted EBITDA for Landlord Operations:

Landlord Operations Adjusted EBITDA	**Year Ended December 31,**		**Change**	
thousands except percentages	**2023**	**2022**	**$**	**%**
Rental revenue	$ 22,096	$ 19,810	$ 2,286	12 %
Other revenue	8	932	(924)	(99) %
Total revenues	22,104	20,742	1,362	7 %
Operating costs	(31,543)	(34,087)	2,544	7 %
Provision for doubtful accounts	(80)	(1,090)	1,010	93 %
Total operating expenses	(31,623)	(35,177)	3,554	10 %
Other income, net	8	457	(449)	(98) %
Total expenses	(31,615)	(34,720)	3,105	9 %
Adjusted EBITDA	**$ (9,511)**	**$ (13,978)**	**$ 4,467**	**32 %**

Landlord Operations Adjusted EBITDA loss decreased $4.5 million compared to the prior-year period primarily due to the following:

Rental Revenue. Rental revenue increased $2.3 million, or 12%, to $22.1 million for the year ended December 31, 2023, compared to $19.8 million in the prior-year period. This change was primarily driven by a $6.6 million increase in rental revenue due to the completion of the Tin Building and the commencement of the lease to the Tin Building by Jean-Georges joint venture in the third quarter of 2022, partially offset by a $2.9 million decrease in rental revenue at the Fulton Market Building primarily due to the reversal of a tenant reserve in 2022, with no similar activity in 2023.

Other Revenue. Other revenue decreased $0.9 million, or 99%, to $8 thousand for the year ended December 31, 2023, compared to $0.9 million in the prior-year period. This change was primarily due to the recognition of parking revenue at 250 Water Street in the first half of 2022, with no similar activity in 2023, as parking operations were suspended upon the commencement of voluntary site remediation work in the second quarter of 2022.

Operating Costs. Operating costs decreased $2.5 million, or 7%, to $31.5 million for the year ended December 31, 2023, compared to $34.1 million in the prior year period. This change was primarily due to a $2.3 million decrease related to the write off of costs for concepts that did not proceed to completion in 2022, without similar activity in 2023, and a decrease of $1.4 million in utilities costs, partially offset by a $1.0 million increase in insurance expense.

Provision for Doubtful Accounts. Provision for doubtful accounts decreased $1.0 million, or 93%, to $0.1 million for the year ended December 31, 2023, compared to $1.1 million in the prior-year period, primarily due to the recognition of a tenant reserve at Fulton Market Building in 2022, with no similar activity in 2023.

Other Income, Net. Other income, net decreased $0.5 million, or 98%, to $8 thousand for the year ended December 31, 2023, compared to $0.5 million in the prior-year period, primarily due to the receipt of insurance reimbursements in 2022, with no similar activity in 2023.

Non-GAAP Measure

Landlord Operations Net Operating Income

Refer to the Non-GAAP Measure discussion above for additional information and disclosure on the usefulness, relevance, limitations, and calculation of Landlord Operations Net Operating Income. A reconciliation of Landlord Operations Adjusted EBITDA to Landlord Operations NOI is presented in the table below.

A reconciliation of Landlord Operations Adjusted EBITDA to Landlord Operations NOI:

Landlord Operations NOI

thousands except percentages	Year Ended December 31, 2023	2022	Change $	Change %
Landlord Operations Adjusted EBITDA	$ (9,511)	$ (13,978)	$ 4,467	32 %
Adjustments:				
Impact of straight-line rent	2,453	961	1,492	155 %
Other	74	2,405	(2,331)	(97) %
Landlord Operations NOI	**$ (6,984)**	**$ (10,612)**	**$ 3,628**	**34 %**

Landlord Operations NOI losses decreased $3.6 million compared to the prior-year period, primarily due to increased rental revenue related to the opening of the Tin Building in the third quarter of 2022 and a decrease in provision for doubtful accounts related to the recognition of a tenant reserve at the Fulton Market Building in 2022, with no similar activity in 2023.

Hospitality

Segment Adjusted EBITDA

The following table presents segment Adjusted EBITDA for Hospitality:

Hospitality Adjusted EBITDA

thousands except percentages	Year Ended December 31, 2023	2022	Change $	Change %
Hospitality revenue	$ 32,951	$ 42,565	$ (9,614)	(23) %
Other revenue	—	15	(15)	(100) %
Total revenues	32,951	42,580	(9,629)	(23) %
Hospitality costs	(31,432)	(38,037)	6,605	17 %
Operating costs	(4,224)	(4,893)	669	14 %
Provision for doubtful accounts	(42)	(165)	123	75 %
Total operating expenses	(35,698)	(43,095)	7,397	17 %
Other income, net	31	19	12	63 %
Total expenses	(35,667)	(43,076)	7,409	17 %
Adjusted EBITDA	**$ (2,716)**	**$ (496)**	**$ (2,220)**	**(448)%**

Hospitality Adjusted EBITDA loss increased $2.2 million compared to the prior-year period primarily due to the following:

Hospitality Revenue. Hospitality revenue decreased $9.6 million, or 23%, to $33.0 million for the year ended December 31, 2023, compared to $42.6 million in the prior-year period. Hospitality revenue decreased $3.3 million due to the closure of the Cobble & Co. concept at Museum Block in the fourth quarter of 2022, with only small popups and short-term activations utilizing the space during 2023. Hospitality revenue also decreased $3.6 million due to concept changes and reduced 2023 activity on The Rooftop at Pier 17. In 2022, the Rooftop hosted the APEfest event, various private event buyouts, and activated the R17 concept, compared to fewer private events and

lower usage of the R17 concept in 2023. Revenue related to our other restaurant concepts, primarily Malibu Farms, The Fulton, Carne Mare, and Pearl Alley, decreased $2.6 million due to poor weather conditions, and fewer restaurant buyouts and private events throughout 2023. The impact of poor weather is evidenced by a 63% increase in total rainfall during the peak visitation months of May through September and an 8% increase in total rainfall during the peak days of Friday through Sunday. The business also experienced a partial closure of outdoor operations in June 2023 due to air quality impacts associated with Canadian wildfires that affected large portions of the Mid-Atlantic and Northeast.

Hospitality Costs. Hospitality costs decreased $6.6 million, or 17%, to $31.4 million for the year ended December 31, 2023, compared to $38.0 million in the prior-year period, primarily due to decreases in variable costs such as food and beverage costs and labor costs, which are generally in line with the decrease in Hospitality revenue.

Operating Costs. Operating costs decreased $0.7 million, or 14%, to $4.2 million for the year ended December 31, 2023, compared to $4.9 million in the prior-year period, primarily due to a decrease in state business taxes.

Sponsorships, Events, and Entertainment

Segment Adjusted EBITDA

The following table presents segment Adjusted EBITDA for Sponsorships, Events, and Entertainment:

Sponsorships, Events, and Entertainment Adjusted EBITDA	**Year Ended December 31,**		**Change**	
thousands except percentages	**2023**	**2022**	**$**	**%**
Sponsorships, events, and entertainment revenue	$ 60,623	$ 55,724	$ 4,899	9 %
Total revenues	60,623	55,724	4,899	9 %
Sponsorships, events, and entertainment costs	(47,466)	(38,764)	(8,702)	(22)%
Operating costs	(5,452)	(5,068)	(384)	(8)%
Provision for doubtful accounts	(337)	(157)	(180)	(115)%
Total operating expenses	(53,255)	(43,989)	(9,266)	(21)%
Other income, net	(6)	459	(465)	(101)%
Total expenses	(53,261)	(43,530)	(9,731)	(22)%
Adjusted EBITDA	**$ 7,362**	**$ 12,194**	**$ (4,832)**	(40)%

Sponsorships, Events, and Entertainment Adjusted EBITDA income decreased $4.8 million compared to the prior-year period primarily due to the following:

Sponsorships, Events, and Entertainment Revenue. Sponsorships, events, and entertainment revenue increased $4.9 million, or 9%, to $60.6 million for the year ended December 31, 2023, compared to $55.7 million in the prior-year period. This change was primarily due to a $1.3 million increase in Aviators baseball and special event ticket sales, a $1.4 million increase in concession sales at the Las Vegas Ballpark, a $0.8 million increase in Seaport concert ticket sales, a $0.4 million increase in sponsorship revenue at the Seaport, and a $1.4 million increase in event revenue, primarily related to the Winterland Skating concept offered on the Pier 17 rooftop during the fourth quarter of 2023, that was not offered in 2022. These increases were partially offset by a $0.5 million decrease in concerts and event concessions revenue at the Seaport.

Sponsorships, Events, and Entertainment Costs. Sponsorships, events, and entertainment costs increased $8.7 million, or 22%, to $47.5 million for the year ended December 31, 2023, compared to $38.8 million in the prior year period. This change was primarily due to a $5.0 million increase in costs associated with the Aviators baseball season and special events at the Aviators ballpark, primarily due to increases in labor costs, concessions costs, and other various event related costs, a portion of which is associated with hosting the Major League Baseball Big League Weekend in 2023, with no similar event in 2022. In addition, there was an increase of $2.8 million at the

Seaport related to the Winterland Skating concept offered in 2023, and an increase of $0.6 million related to the Seaport concert series, primarily due to increases in production costs.

Operating Costs. Operating costs increased $0.4 million, or 8%, to $5.5 million for the year ended December 31, 2023, compared to $5.1 million in the prior year period. This change was primarily due to a $0.5 million increase in real estate and sales and use tax, a $0.3 million increase in advertising cost, and a $0.2 million increase in consulting and professional service fees, partially offset by a $0.5 million decrease in insurance expense.

Other Income, Net. Other income, net decreased $0.5 million, to a loss of $6 thousand for the year ended December 31, 2023, compared to income of $0.5 million in the prior-year period, primarily due to the receipt of insurance reimbursements in 2022, with no similar activity in 2023.

Comparison of the Years Ended December 31, 2022 and 2021

The following table sets forth our operating results:

	Year Ended December 31,		Change	
thousands except percentages	**2022**	**2021**	**$**	**%**
REVENUES				
Sponsorships, events, and entertainment revenue	$ 55,724	$ 41,504	$ 14,220	34 %
Hospitality revenue	42,565	29,632	12,933	44 %
Rental revenue	19,810	7,978	11,832	148 %
Other revenue	947	3,506	(2,559)	(73) %
Total revenue	**119,046**	**82,620**	**36,426**	**44 %**
EXPENSES				
Sponsorships, events, and entertainment costs	38,764	29,260	9,504	32 %
Hospitality costs	38,037	27,643	10,394	38 %
Operating costs	44,048	41,870	2,178	5 %
Provision for doubtful accounts	1,412	161	1,251	777 %
General and administrative	16,977	17,214	(237)	(1) %
Depreciation and amortization	47,356	41,612	5,744	14 %
Other	58	977	(919)	(94) %
Total expenses	**186,652**	**158,737**	**27,915**	**18 %**
OTHER				
Other income, net	935	198	737	372 %
Total other	935	198	737	372 %
Operating loss	**(66,671)**	**(75,919)**	**9,248**	**12 %**
Interest expense, net	(4,013)	(6,534)	2,521	(39) %
Equity in losses from unconsolidated ventures	(37,124)	(1,988)	(35,136)	NM[1]
Loss before income taxes	**(107,808)**	**(84,441)**	**(23,367)**	**(28)%**
Income tax (benefit) expense	3,469	(3,575)	7,044	(197) %
Net loss	**$ (111,277)**	**$ (80,866)**	**$ (30,411)**	**(38)%**

1 Not Meaningful

Net loss increased $30.4 million, or 38%, to $111.3 million for the year ended December 31, 2022, compared to $80.9 million in the prior-year period, primarily due to a $35.1 million increase in equity losses from unconsolidated joint ventures, a $7.0 million increase in income tax expense, and a $5.7 million increase in depreciation and amortization expense. This was partially offset by an $8.4 million increase in Landlord Operations EBITDA, primarily due to the commencement of the Tin Building lease in the third quarter of 2022 and COVID related

recoveries in 2022, and a $4.9 million increase in Sponsorships, Events, and Entertainment EBITDA, primarily due to increase in the number of concerts and events held at the Seaport and an increase in the number of Aviators games hosted in 2022.

Items Included in Segment Adjusted EBITDA

See Segment Operating Results for discussion of significant variances for revenues and expenses included in Adjusted EBITDA

Items Excluded from Segment Adjusted EBITDA

The following includes information on the significant variances in expenses and other items not directly related to segment activities.

General and Administrative. General and administrative costs decreased $0.2 million, or 1%, to $17.0 million for the year ended December 31, 2022, compared to $17.2 million in the prior-year period. This change was primarily due to a $3.2 million decrease in personnel and overhead expenses, partially offset by a $3.0 million increase in shared service costs allocated from HHH based on various allocation methodologies.

Depreciation and Amortization Expense. Depreciation and amortization expense increased $5.7 million, or 14%, to $47.4 million for the year ended December 31, 2022, compared to $41.6 million in the prior-year period. This change was primarily due to a $4.3 million increase related to the Tin Building which was completed and placed in service in the third quarter of 2022 and a $1.0 million increase related to Pier 17 due to a full year of depreciation in 2022 of tenant improvements, equipment, and fixtures for various concepts that opened throughout 2021, including Pearl Alley, Carne Mare, and The Greens mini lawn spaces and winter cabins popup events.

Interest Expense, Net. Interest expense, net decreased $2.5 million, or 39%, to $4.0 million for the year ended December 31, 2022, compared to $6.5 million in the prior-year period. This change is primarily due to a $4.0 million increase in amounts capitalized to development assets, partially offset by a $1.5 million increase in interest expense on secured mortgages payable.

Equity in Losses from Unconsolidated Ventures. Equity losses from unconsolidated ventures increased $35.1 million to $37.1 million for the year ended December 31, 2022, compared to $2.0 million in the prior-year period. This change was primarily due to a $36.8 million increase in equity losses for the Tin Building by Jean-Georges, which opened in the third quarter of 2022.

Income Tax (Benefit) Expense. The following table summarizes information related to our income taxes:

	Year Ended December 31,		Change	
thousands except percentages	2022	2021	$	%
Income tax (benefit) expense	$ 3,469	$ (3,575)	$ 7,044	(197)%
Loss before income taxes	$ (107,808)	$ (84,441)	$ (23,367)	28 %
Effective income tax rate	(3.2)%	4.2 %	N/A	(7.4)%

The Company's effective tax rate was (3.2)% for the year ended December 31, 2022, compared to 4.2% for the year ended December 31, 2021. The decrease in the effective tax rate is primarily due to hypothetical net operating losses which the Company is unable to benefit.

Segment Operating Results

Landlord Operations

Segment Adjusted EBITDA

The following table presents segment Adjusted EBITDA for Landlord Operations:

Landlord Operations Adjusted EBITDA	**Year Ended December 31,**		**Change**	
thousands except percentages	**2022**	**2021**	**$**	**%**
Rental revenue	$ 19,810	$ 7,978	$ 11,832	148 %
Other revenue	932	2,925	(1,993)	(68) %
Total revenues	20,742	10,903	9,839	90 %
Operating costs	(34,087)	(33,267)	(820)	(2) %
Provision for (recovery of) doubtful accounts	(1,090)	18	(1,108)	NM[1]
Total operating expenses	(35,177)	(33,249)	(1,928)	(6) %
Other income, net	457	7	450	NM[1]
Total expenses	(34,720)	(33,242)	(1,478)	(4) %
Adjusted EBITDA	**$ (13,978)**	**$ (22,339)**	**$ 8,361**	**37 %**

1 Not Meaningful

Landlord Operations Adjusted EBITDA loss decreased $8.4 million compared to the prior-year period primarily due to the following:

Rental Revenue. Rental revenue increased $11.8 million, or 148%, to $19.8 million for the year ended December 31, 2022, compared to $8.0 million in the prior-year period. This change was primarily driven by a $5.1 million increase in rental revenue related to the reversal of a tenant reserve at Fulton Market Building in 2022, a $5.0 million increase in rental revenue due to the completion of the Tin Building and the commencement of the lease to the Tin Building by Jean-Georges joint venture in the third quarter of 2022, and a $1.5 million increase in rental revenue across our other Seaport properties due to new tenants, extended lease agreements, and continued recovery from the COVID-19 pandemic.

Other Revenue. Other revenue decreased $2.0 million, or 68%, to $0.9 million for the year ended December 31, 2022, compared to $2.9 million in the prior-year period. This change was primarily due to a decrease in parking revenue at 250 Water Street which was utilized as a parking lot in 2021 and the first quarter of 2022, prior to the start of initial foundation and voluntary site remediation work in the second quarter of 2022.

Operating Costs. Operating costs increased $0.8 million, or 2%, to $34.1 million for the year ended December 31, 2022, compared to $33.3 million in the prior year period. This change was primarily due to a $2.3 million increase related to the write off of costs for concepts that did not proceed to completion in 2022, without similar activity in 2021, a $1.1 million increase in operating costs related to the opening of the Tin Building in the third quarter of 2022, and a $1.0 million increase in ground rent expense related to the execution of an amendment to the Seaport neighborhood ground lease at the end of 2021, partially offset by a $3.9 million decrease related to planning and concept development costs for Tin Building incurred in 2021, without similar costs in 2022.

Provision for (recovery of) Doubtful Accounts. Provision for doubtful accounts increased to $1.1 million for the year ended December 31, 2022, compared to an immaterial amount in the prior-year period, primarily due to the recognition of a tenant reserve at Fulton Market Building in 2022, with no similar activity in 2021.

Other Income, Net. Other income, net increased $0.5 million to $0.5 million for the year ended December 31, 2022, compared to $7 thousand in the prior-year period, primarily due to the receipt of insurance reimbursements in 2022, with no similar activity in 2021.

Non-GAAP Measure

Landlord Operations Net Operating Income

Refer to the Non-GAAP Measure discussion above for additional information and disclosure on the usefulness, relevance, limitations, and calculation of Landlord Operations Net Operating Income. A reconciliation of Landlord Operations Adjusted EBITDA to Landlord Operations NOI is presented in the table below.

Reconciliation of Landlord Operations Adjusted EBITDA to Landlord Operations NOI:

Landlord Operations NOI	**Year Ended December 31,**		**Change**	
thousands except percentages	**2022**	**2021**	**$**	**%**
Landlord Operations Adjusted EBITDA	$ (13,978)	$ (22,339)	$ 8,361	37 %
Adjustments:				
Impact of straight-line rent	961	2,089	(1,128)	(54) %
Other	2,404	(7)	2,411	NM[1]
Landlord Operations NOI	**$ (10,613)**	**$ (20,257)**	**$ 9,644**	**48 %**

1 Not Meaningful

Landlord Operations NOI losses decreased $9.6 million compared to the prior-year period, primarily due to increased rental revenue related to the reversal of a COVID-19 related tenant reserve at the Fulton Market in 2022 and the completion and commencement of the tenant lease at the Tin Building in the third quarter of 2022, partially offset by a decrease in other revenue due to the absence of parking lot revenue at 250 Water Street after the start of initial foundation and voluntary site remediation work in the second quarter of 2022, and an increase in the provision for doubtful accounts due to the recognition of a tenant reserve at Fulton Market Building in 2022.

Hospitality

Segment Adjusted EBITDA

The following table presents segment Adjusted EBITDA for Hospitality:

Hospitality Adjusted EBITDA	**Year Ended March 31,**		**Change**	
thousands except percentages	**2022**	**2021**	**$**	**%**
Hospitality revenue	$ 42,565	$ 29,632	$ 12,933	44 %
Other revenue	15	581	(566)	(97) %
Total revenues	42,580	30,213	12,367	41 %
Hospitality costs	(38,037)	(27,643)	(10,394)	(38) %
Operating costs	(4,893)	(3,609)	(1,284)	(36) %
Provision for doubtful accounts	(165)	(72)	(93)	(129) %
Total operating expenses	(43,095)	(31,324)	(11,771)	(38) %
Other income, net	19	22	(3)	(14) %
Total expenses	(43,076)	(31,302)	(11,774)	(38) %
Adjusted EBITDA	**$ (496)**	**$ (1,089)**	**$ 593**	**54 %**

Hospitality Adjusted EBITDA loss decreased $0.6 million compared to the prior-year period primarily due to the following:

Hospitality Revenue. Hospitality revenue increased $12.9 million, or 44%, to $42.5 million for the year ended December 31, 2022, compared to $29.6 million in the prior-year period. The increase in Hospitality revenue is primarily due to improved restaurant performance as all Seaport restaurants were operating full capacity in 2022,

benefiting from increased foot traffic and more events when compared to 2021, which was still impacted by limited operations because of the COVID-19 pandemic. Hospitality revenue increased $6.6 million at Malibu Farms, The Fulton, and Garden Bar due to increased foot traffic and more restaurant buyouts and private events in 2022. Additionally, the opening of Carne Mare at the end of the second quarter of 2021, resulted in a $4.8 million increase in revenue, and a redesign of the Pearl Alley concept in 2022, resulted in a $3.1 million increase in revenue. These increases were partially offset by a $2.0 million decrease related to The Greens concept, which included summer mini-lawn spaces and winter cabins activated in 2021 as a socially distanced dining option, with no similar activation in 2022.

Other Revenue. Other revenue decreased $0.6 million, or 97%, to $15 thousand for the year ended December 31, 2022, compared to $0.6 million in the prior-year period. This change was primarily due to a decrease in merchandise revenue as a result of the closure of a retail storefront in the beginning of 2022.

Hospitality Costs. Hospitality costs increased $10.4 million, or 38%, to $38.0 million for the year ended December 31, 2022, compared to $27.6 million in the prior-year period, primarily due to increases in variable costs such as food and beverage costs, labor costs, and variable management fees, which are generally in line with the increase in Hospitality revenue.

Operating Costs. Operating costs increased $1.3 million, or 36%, to $4.9 million for the year ended December 31, 2022, compared to $3.6 million in the prior-year period, primarily due to a $1.0 million increase in state business taxes and a $0.3 million increase in insurance costs.

Sponsorships, Events, and Entertainment

Segment Adjusted EBITDA

The following table presents segment Adjusted EBITDA for Sponsorships, Events, and Entertainment:

Sponsorships, Events, and Entertainment Adjusted EBITDA	**Year Ended December 31,**		**Change**	
thousands except percentages	**2022**	**2021**	**$**	**%**
Sponsorships, events, and entertainment revenue	$ 55,724	$ 41,504	$ 14,220	34 %
Total revenues	55,724	41,504	14,220	34 %
Sponsorships, events, and entertainment costs	(38,764)	(29,260)	(9,504)	(32) %
Operating costs	(5,068)	(4,994)	(74)	(1) %
Provision for doubtful accounts	(157)	(107)	(50)	(47) %
Total operating expenses	(43,989)	(34,361)	(9,628)	(28) %
Other income, net	459	169	290	172 %
Total expenses	(43,530)	(34,192)	(9,338)	(27) %
Adjusted EBITDA	**$ 12,194**	**$ 7,312**	**$ 4,882**	**67 %**

Sponsorships, Events, and Entertainment Adjusted EBITDA income increased $4.9 million compared to the prior-year period primarily due to the following:

Sponsorships, Events, and Entertainment Revenue. Sponsorships, events, and entertainment revenue increased $14.2 million, or 34%, to $55.7 million for the year ended December 31, 2022, compared to $41.5 million in the prior-year period. Although both the Seaport concert series and the Aviators baseball seasons resumed in 2021, the Seaport hosted 60 concerts in 2022, compared to 30 in 2021, and the Las Vegas Ballpark hosted 75 games in 2022, compared to 65 in 2021. As a result, revenue increased $6.8 million due to increased Seaport concert ticket sales and $2.0 million due to increased Aviators baseball and special event ticket sales. The increased activity at these locations also resulted in a $3.3 million increase in concert and event concessions revenue at the Seaport and a $0.4 million increase in concession sales at the Las Vegas Ballpark. There was also a $0.7 million increase in private event revenue at the Seaport and a $0.5 million increase in sponsorship revenue at the Las Vegas Ballpark.

Sponsorships, Events, and Entertainment Costs. Sponsorships, events, and entertainment costs increased $9.5 million, or 32%, to $38.8 million for the year ended December 31, 2022, compared to $29.3 million in the prior year period. This change was primarily due to a $6.9 million increase in variable costs at the Seaport that are generally in line with the increased concert and event revenue mentioned above, including artist fees, production and promoter costs, security and labor costs, and various other event related costs. In addition, there was a $2.7 million increase in costs associated with the Aviators baseball season and special events at the Las Vegas Ballpark which are generally in line with the increase in Aviators baseball and special event ticket sales mentioned above, primarily due to increases in labor costs, concessions costs, sponsorships costs, and other various event related costs.

Other Income, Net. Other income, net increased $0.3 million, to $0.5 million for the year ended December 31, 2022, compared to $0.2 million in the prior-year period, primarily due to the receipt of insurance reimbursements in 2022, with no similar activity in 2021.

Liquidity and Capital Resources

We have historically operated as a division within HHH's consolidated structure, which uses a centralized approach to cash management and financing of our operations. This arrangement is not reflective of the manner in which we would have financed our operations had we been an independent, publicly traded company during the periods presented. The cash and cash equivalents held by HHH at the corporate level are not specifically identifiable to us and, therefore, have not been reflected in our Combined Financial Statements and Unaudited Condensed Combined Financial Statements. As of March 31, 2024, December 31, 2023, and December 31, 2022, our cash and cash equivalents were $2.0 million, $1.8 million, and $16.4 million, respectively. As of March 31, 2024, December 31, 2023, and December 31, 2022, our restricted cash was $42.2 million, $42.0 million, and $50.3 million. Restricted cash is segregated in escrow accounts related to development activity at 250 Water Street and other amounts related to payment of principal and interest on the Company's outstanding mortgages payable.

HHH's third-party long-term debt and the related interest expense have not been allocated to us for any of the periods presented as we are not the legal obligor nor are we a guarantor of such debt. As of March 31, 2024, December 31, 2023, and December 31, 2022, we have third-party mortgages payable of $155.8 million, $155.6 million, and $144.2 million, respectively, related to our 250 Water Street development and the Las Vegas Ballpark. As of March 31, 2024, December 31, 2023, and December 31, 2022, the Company's secured mortgage loans did not have any undrawn lender commitment available to be drawn for property development.

Following the separation and distribution, our capital structure and sources of liquidity will change from our historical capital structure because HHH will no longer finance our operations, investments in joint ventures, and development and redevelopment projects. Our development and redevelopment opportunities are capital intensive and will require significant additional funding, if and when pursued. Our ability to fund our operating needs and development and redevelopment projects will depend on our future ability to continue to manage cash flow from operating activities, and on our ability to obtain debt or equity financing on acceptable terms. In addition, we typically must provide completion guarantees to lenders in connection with their financing for our development and redevelopment projects. Management believes that our existing cash balances, restricted cash balances, funds provided by HHH prior to the separation and distribution, along with expected borrowing capacity and access to capital markets, and the proceeds of our anticipated Rights Offering and the related backstop commitment as described under "—Expected Financings" below, taken as a whole, provide (i) adequate liquidity to meet all of our current and long-term obligations when due, including our third-party mortgages payable, and (ii) adequate liquidity to fund capital expenditures and development and redevelopment projects. However, our access to, and the availability of, financing on acceptable terms and conditions in the future will be impacted by many factors, including (1) our credit ratings, including the lowering of any of our credit ratings, or absence of a credit rating, (2) the liquidity of the overall capital markets, and (3) the current state of the economy and, accordingly, there can be no assurances that we will be able to obtain additional debt or equity financing on acceptable terms in the future, or at all, which could have a negative impact on our liquidity and capital resources. The cash flows presented in our Combined Statements of Cash Flows and Unaudited Condensed Combined Statement of Cash Flows may not be indicative of the cash flows we would have recognized had we operated as a standalone publicly traded company for the periods presented.

Prior to the distribution, HHH will contribute additional cash to the Company in order to fund its operations until a permanent capital structure is finalized. However, we do not expect HHH to have an ongoing long-term relationship with the Company and HHH will not have any ongoing financial commitments to the Company.

Expected Financings

Seaport Entertainment expects to conduct a $175 million Rights Offering following the distribution. In connection with the Rights Offering, the Company has entered into a backstop agreement with Pershing Square, which through investment funds advised by it is HHH's largest shareholder. Pursuant to that agreement, Pershing Square has agreed to (i) exercise its pro rata subscription right with respect to the Rights Offering at a price of $25 per share of the Company's common stock and (ii) purchase any shares not purchased upon the expiration of the Rights Offering at the Rights Offering price, up to $175 million in the aggregate. The backstop agreement could result in Pershing Square's affiliated funds owning as much as approximately 72.3% of the Company's common stock if no other stockholders participate in the Rights Offering. Any capital raised through the Rights Offering would further strengthen the Company's balance sheet. With over $203.4 million of liquidity, primarily consisting of (i) $23.4 million of cash contributed by HHH pursuant to the Separation Agreement, (ii) expected gross proceeds from the anticipated Rights Offering and (iii) amounts available under the Revolving Credit Agreement, we believe we will have ample capital to support the existing business and facilitate the Company's business plan.

Cash Flows

Three Months Ended March 31, 2024 and 2023

The following table sets forth a summary of our cash flows:

	Three Months Ended March 31,	
thousands	**2024**	**2023**
Cash used in operating activities	$ (18,796)	$ (8,184)
Cash used in investing activities	(28,578)	(27,057)
Cash provided by financing activities	47,659	22,242

Operating Activities

Cash used in operating activities increased $10.6 million to $18.8 million in the three months ended March 31, 2024, compared to $8.2 million in the prior-year period. The increase in cash used in operating activities was primarily due to increased costs incurred in the first quarter of 2024 related to the planned separation from HHH, with no similar activity in the prior-year period.

While we have historically used cash in operating activities, we expect that the additional liquidity provided by our expected financings will provide sufficient capital to fund operations until such time that we may generated cash from operating activities. Refer to "Expected Financings" above for additional explanation.

Investing Activities

Cash used in investing activities consists primarily of capital expenditures on operating and development properties and investments in or funding provided to our unconsolidated ventures. Cash used in investing activities was $28.6 million in the three months ended March 31, 2024, compared to $27.1 million in the three months ended March 31, 2023. In the three months ended March 31, 2024, the cash used in investing activities was primarily related to property development costs related to 250 Water Street, and funding of operating costs related to the Tin Building by Jean-Georges joint venture and the Lawn Club joint venture. In the three months ended March 31, 2023, the cash used in investing activities was primarily related to property development costs related to 250 Water Street, and funding of operating costs related to the Tin Building by Jean-Georges joint venture.

Financing Activities

Cash flow provided by financing activities consists of net transfers provided by Parent in the three months ended March 31, 2024 and 2023. Cash provided by financing activities was $47.7 million in the three months ended March 31, 2024, compared to $22.2 million in in the three months ended March 31, 2023. The increase in cash provided by financing activities was primarily due to an increase in the net transfers provided by Parent. The increase in net transfers provided by Parent in the three months ended March 31, 2024 was primarily due to the increase in funds needed to carry out the operating and investing activities explained above.

Years Ended December 31, 2023, 2022, and 2021

The following table sets forth a summary of our cash flows:

	Year Ended December 31,		
thousands	**2023**	**2022**	**2021**
Cash used in operating activities	$ (50,780)	$ (29,551)	$ (35,812)
Cash used in investing activities	(108,302)	(198,032)	(103,135)
Cash provided by financing activities	136,214	237,412	184,175

Operating Activities

Cash used in operating activities increased $21.2 million to $50.8 million in 2023, compared to $29.6 million in the prior-year period. The increase in cash used in operating activities was primarily due to a $13.8 million security deposit payment related to the refinancing of the mortgage payable for 250 Water Street in 2023, and an increase in cash used in operating activities at our segments. Sponsorships, Events, and Entertainment Adjusted EBITDA income decreased $4.8 million primarily due to increased labor and event costs and Hospitality Adjusted EBITDA loss increased $2.2 million primarily due to reduced restaurant performance and fewer private events. These increases in cash used were partially offset by a decrease in Landlord Operations Adjusted EBITDA losses of $4.5 million, primarily due to the collection of a full year of Tin Building rent in 2023.

Cash used in operating activities decreased $6.3 million to $29.6 million in 2022, compared to $35.8 million in the prior-year period. This decrease was primarily due to a decrease in cash used in operating activities at our segments. Sponsorships, Events, and Entertainment Adjusted EBITDA income increased $4.9 million and Landlord Operations Adjusted EBITDA increased $8.4 million primarily due to increased revenue associated with a successful concert and event season at the Seaport, successful baseball season at the Las Vegas Ballpark, and the commencement of the Tin Building by Jean-George lease. This decrease in cash used was partially offset by a $8.7 million increase in cash used associated with changes in working capital, primarily due to an increase in vendor payments.

While we have historically used cash in operating activities, we expect that the additional liquidity provided by our expected financings will provide sufficient capital to fund operations until such time that we may generated cash from operating activities. Refer to “Expected Financings” above for additional explanation.

Investing Activities

Cash used in investing activities consists primarily of capital expenditures on operating and development properties and investments in or funding provided to our unconsolidated ventures. Cash used in investing activities of $108.3 million in 2023, was primarily related to property development costs related to 250 Water Street, and funding of operating costs related to the Tin Building by Jean-Georges joint venture.

Cash used in investing activities of $198.0 million in 2022, was primarily related to property development costs for the Tin Building, which was completed in the third quarter of 2022, funding of start-up and operating costs related to the Tin Building by Jean-Georges joint venture, and the Company’s initial investment in the Jean-Georges Restaurants joint venture.

Cash used in investing activities of $103.1 million in 2021, was primarily related to property development costs related to 250 Water Street and the Tin Building.

Financing Activities

Cash flow provided by financing activities consists of net transfers provided by Parent and proceeds on mortgage payables, partially offset by principal payments on mortgages payable and payment of deferred financing costs.

Cash provided by financing activities was $136.2 million in 2023, compared to $237.4 million in 2022. The decrease in cash provided by financing activities was primarily due to a decrease in the net transfers provided by Parent, partially offset by the impact of the cash provided by the refinancing of mortgage payable related to 250 Water Street during fiscal year 2023. The decrease in net transfers provided by Parent in 2023 was primarily due to the decrease in funds needed to carry out the operating and investing activities explained above.

Cash provided by financing activities was $237.4 million in 2022, compared to $184.2 million in 2021. The increase in cash provided by financing activities was primarily due to an increase in the net transfers provided by Parent to fund the operating and investing activities explained above.

Contractual Obligations

We have material contractual obligations that arise in the normal course of business. These contractual obligations may not be representative of our future contractual obligations profile as an independent, publicly traded company. Our contractual obligations do not reflect changes that we expect to experience in the future as a result of the separation and distribution, such as contractual arrangements that we may enter into in the future that were historically entered into by the HHH for shared services.

We have outstanding mortgages payable related to the 250 Water Street development and Las Vegas Ballpark, which are collateralized by certain of the Company's real estate assets. A summary of our mortgages payable as of March 31, 2024 can be found in Note 5 – Mortgages Payable, Net in the Notes to Unaudited Condensed Combined Financial Statements and a summary of our mortgages payable as of December 31, 2023, and 2022 can be found in Note 6 – Mortgages Payable, Net in the Notes to Combined Financial Statements, included in this information statement.

We lease land or buildings at certain properties from third parties. Rental payments are expensed as incurred and have been, to the extent applicable, straight-lined over the term of the lease. Contractual rental expense was $2.1 million during the three months ended March 31, 2024, and $2.1 million during the three months ended March 31, 2023. The amortization of straight-line rents included in the contractual rent amount was $0.6 million during the three months ended March 31, 2024, and $0.7 million during the three months ended March 31, 2023. A summary of our lease obligations as of March 31, 2024, can be found in Note 10 – Leases in the Notes to Unaudited Condensed Combined Financial Statements included in this information statement. Contractual rental expense was $6.7 million, $6.5 million and $5.5 million for the years ended December 31, 2023, 2022, and 2021 respectively. The amortization of straight-line rents included in the contractual rent amount was $2.5 million, $2.5 million and $1.7 million for the years ended December 31, 2023, 2022, and 2021 respectively. A summary of our lease obligations as of December 31, 2023, can be found in Note 12 – Leases in the Notes to Combined Financial Statements included in this information statement.

Critical Accounting Estimates

The preparation of financial statements in accordance with GAAP requires management to make informed judgments, assumptions and estimates that affect the reported amounts of assets, liabilities, revenues, and expenses. We base our estimates on historical experience and on various other assumptions that we believe to be reasonable under the circumstances. Changes in facts and circumstances or additional information may result in revised estimates, and actual results may differ from these estimates.

We believe that of our significant accounting policies, which are described in Note 1 – Summary of Significant Accounting Policies in the Notes to Combined Financial Statements included in this information statement, the accounting policies below involves a greater degree of judgment and complexity. Accordingly, we believe these are the most critical to understand and evaluate fully our financial condition and results of operations.

Impairments

Methodology

We review our long-lived assets for potential impairment indicators whenever events or changes in circumstances indicate that the carrying amount may not be recoverable. Although the carrying amount may exceed the estimated fair value of certain properties, a real estate asset is only considered to be impaired when its carrying amount is not expected to be recovered through estimated future undiscounted cash flows. To the extent an impairment provision is necessary, the excess of the carrying amount of the asset over its estimated fair value is expensed to operations and the carrying amount of the asset is reduced. The adjusted carrying amount, which represents the new cost basis of the asset, is depreciated over the remaining useful life of the asset.

Judgments and Uncertainties

An impairment loss is recognized if the carrying amount of an asset is not recoverable and exceeds its fair value. The cash flow estimates used both for determining recoverability and estimating fair value are inherently judgmental and reflect current and projected trends in rental, occupancy, pricing, development costs, sales pace and capitalization rates, selling costs, and estimated holding periods for the applicable assets. As such, the evaluation of anticipated cash flows is highly subjective and is based in part on assumptions that could differ materially from actual results in future periods. Unfavorable changes in any of the primary assumptions could result in a reduction of anticipated future cash flows and could indicate property impairment. Uncertainties related to the primary assumptions could affect the timing of an impairment. While we believe our assumptions are reasonable, changes in these assumptions may have a material impact on our financial results.

Variable Interest Entities

Methodology

Our combined financial statements include all of our accounts, including our majority owned and controlled subsidiaries and VIEs for which we are the primary beneficiary. The Company was not the primary beneficiary of any VIE's during the three months ended March 31, 2024, or during 2023, 2022, and 2021 and, therefore, the Company does not consolidate any VIE's in which it holds a variable interest.

Judgments and Uncertainties

The Company determines whether it is the primary beneficiary of a VIE upon initial involvement with a VIE and reassesses whether it is the primary beneficiary of a VIE on an ongoing basis. The determination of whether an entity is a VIE and whether the Company is the primary beneficiary of a VIE is based upon facts and circumstances for the VIE and requires significant judgments such as whether the entity is a VIE, whether the Company's interest in a VIE is a variable interest, the determination of the activities that most significantly impact the economic performance of the entity, whether the Company controls those activities, and whether the Company has the obligation to absorb losses of the VIE or the right to receive benefits from the VIE that could be significant to the VIE.

As of March 31, 2024 and December 31, 2023, the Company has a variable interest in Tin Building by Jean-Georges only. During the third quarter of 2023, the Ssäm Bar restaurant closed, and the Company and Momofuku are in the process of dissolving the venture. Additionally, the Company recognized an impairment of $5.0 million related to this investment in the year ended December 31, 2023. See Note 3 - Impairment in the Notes to Combined Financial Statements included in this information statement for additional detail. As of December 31, 2022, the Company has a variable interest in two VIE's, Ssäm Bar and Tin Building by Jean-Georges. However, the Company determined that it is not the primary beneficiary of the VIE's in both the years as the Company does not have the

power to direct the activities of the VIE's that most significantly impact the VIE's economic performance. Therefore, the Company accounts for its investment in the VIE's in accordance with the equity method in 2023 and 2022.

Investments in Unconsolidated Ventures

Methodology

The Company's investments in unconsolidated ventures are accounted for under the equity method to the extent that, based on contractual rights associated with the investments, the Company can exert significant influence over a venture's operations. Under the equity method, the Company's investment in the venture is recorded at cost and is subsequently adjusted to recognize the Company's allocable share of the earnings or losses of the venture. Dividends and distributions received by the business are recognized as a reduction in the carrying amount of the investment.

The Company evaluates its equity method investments for significance in accordance with Regulation S-X, Rule 3-09 and Regulation S-X, Rule 4-08(g) and presents separate annual financial statements or summarized financial information, respectively, as required by those rules. The Company is required to file audited financial statements of the Fulton Seafood Market, LLC for the year ended December 31, 2022. The Company's investment in the Fulton Seafood Market, LLC does not meet the threshold necessary for disclosure of audited financial statements in 2023, however for comparability, audited financial statements of Fulton Seafood Market, LLC for the years ended December 31, 2023, and 2022 are included in this information statement. Financial statements of Fulton Seafood Market, LLC for the year ended December 31, 2021 are not included in this information statement as Fulton Seafood Market, LLC had no activity prior to 2022.

For investments in ventures where the Company has virtually no influence over operations and the investments do not have a readily determinable fair value, the business has elected the measurement alternative to carry the securities at cost less impairment, if any, plus or minus changes resulting from observable price changes in orderly transactions for the identical or similar investment of the issuer.

Judgments and Uncertainties

Generally, joint venture operating agreements provide that assets, liabilities, funding obligations, profits and losses, and cash flows are shared in accordance with ownership percentages. For certain equity method investments, various provisions in the joint venture operating agreements regarding distributions of cash flow based on capital account balances, allocations of profits and losses and preferred returns may result in the Company's economic interest differing from its stated ownership or if applicable, the Company's final profit-sharing interest after receipt of any preferred returns based on the venture's distribution priorities. For these investments, the Company recognizes income or loss based on the joint venture's distribution priorities, which could fluctuate over time and may be different from its stated ownership or final profit-sharing percentage.

Capitalization of Development Costs

Methodology

Development costs, which primarily include direct costs related to placing the asset in service associated with specific development properties, are capitalized as part of the property being developed. Construction and improvement costs incurred in connection with the development of new properties, or the redevelopment of existing properties are capitalized before they are placed into service. Costs include planning, engineering, design, direct material, labor and subcontract costs. Real estate taxes, utilities, direct legal and professional fees related to the sale of a specific unit, interest, insurance costs and certain employee costs incurred during construction periods are also capitalized. Capitalization commences when the development activities begin and cease when a project is completed, put on hold or at the date that the Company decides not to move forward with a project. Capitalized costs related to a project where the Company has determined not to move forward are expensed if they are not deemed recoverable. Capitalized interest costs are based on qualified expenditures and interest rates in place during the construction period. Demolition costs associated with redevelopments are expensed as incurred unless the

demolition was included in the Company's development plans and imminent as of the acquisition date of an asset. Once the assets are placed into service, they are depreciated in accordance with the Company's policy. In the event that management no longer has the ability or intent to complete a development, the costs previously capitalized are evaluated for impairment.

Judgments and Uncertainties

The capitalization of development costs requires judgment, and can directly and materially impact our results of operations because, for example, (i) if we don't capitalize costs that should be capitalized, then our operating expenses would be overstated during the development period, and the subsequent depreciation of the developed real estate would be understated, or (ii) if we capitalize costs that should not be capitalized, then our operating expenses would be understated during the development period, and the subsequent depreciation of the real estate would be overstated. For the three months ended March 31, 2024 and 2023, we capitalized development costs of $2.4 million and $10.9 million, respectively. We capitalized development costs of $47.4 million, $73.3 million, and $94.5 million during the years ended December 31, 2023, 2022, and 2021, respectively.

Quantitative and Qualitative Disclosures About Market Risk

Interest Rate Risk

We are subject to interest rate risk with respect to our variable-rate mortgage payable as increases in interest rates would cause our payments to increase. With respect to our fixed-rate mortgage payable, increases in interest rates could make it more difficult to refinance such debt when it becomes due.

For additional information concerning our debt and management's estimation process to arrive at a fair value of our debt as required by GAAP, please refer to the Liquidity and Capital Resources section above in Management's Discussion and Analysis of Financial Condition and Results of Operations and Note 6 – Mortgages Payable, Net in the Notes to Combined Financial Statements included in this information statement.

The following table summarizes principal cash flows on our debt obligations and related weighted-average interest rates by expected maturity dates as of December 31, 2023:

	Contractual Maturity Date						
thousands except percentages	**2024**	**2025**	**2026**	**2027**	**2028**	**Thereafter**	**Total**
Mortgages payable, net	$ 1,903	$ 1,997	$ 117,097	$ 2,201	$ 2,311	$ 32,481	$ 157,990
Weighted-average interest rate	7.54 %	6.60 %	6.41 %	4.92 %	4.92 %	4.92 %	

BUSINESS

Our Company

Seaport Entertainment was formed to own, operate and develop a unique collection of assets positioned at the intersection of entertainment and real estate. Our objective is to integrate our one-of-a-kind real estate assets with a variety of restaurant, retail and leisure offerings to form vibrant mixed-use destinations where our customers can work, play and socialize in one cohesive setting. To achieve this objective, we are focused on delivering best-in-class experiences for our surrounding residents, customers and tenants across the three operating segments of our business: (1) Landlord Operations; (2) Hospitality; and (3) Sponsorships, Events, and Entertainment. Our assets, which are primarily concentrated in New York City and Las Vegas, include the Seaport in Lower Manhattan, a 25% minority interest in Jean-Georges Restaurants as well as other partnerships, the Las Vegas Aviators Triple-A baseball team and the Las Vegas Ballpark and an interest in and to 80% of the air rights above the Fashion Show mall in Las Vegas. We believe the uniqueness of our assets, the customer-centric focus of our business and the ability to replicate our destinations in other locations collectively present an attractive investment opportunity in thematically similar but differentiated businesses, all of which are positioned to grow over time.

The Seaport is a historic neighborhood in Lower Manhattan on the banks of the East River and within walking distance of the Brooklyn Bridge. With roots dating back to the 1600s and a strategic location in Lower Manhattan, the Seaport attracts millions of visitors every year. The Seaport spans over 478,000 square feet, the majority of which is dedicated to entertainment, retail and restaurant uses, and in 2023, the Seaport hosted over 200 public and private events. Among the highlights of the Seaport are: The Rooftop at Pier 17®, a 3,500-person concert venue; the Tin Building, a 54,000-square-foot culinary marketplace leased to an unconsolidated joint venture between us and a subsidiary of JG; the Lawn Club, an immersive indoor/outdoor lawn game entertainment venue and another of our unconsolidated joint ventures; a historic cobblestone retail district; six additional retail and food and beverages concepts, four of which are unique to the Seaport; and a 21-unit residential building with approximately 5,500 square feet of ground floor space. In addition, the Company owns 250 Water Street, a one-acre development site directly adjacent to the Seaport, approved for 547,000 zoning square feet of market rate and affordable housing, office, retail and community-oriented gathering space. We are in the process of further transforming the Seaport from a collection of unique assets into a cohesive and vibrant neighborhood that caters to the broad needs of its residents and visitors. By continuing this integration, we believe we can drive further consumer penetration across all our restaurant, retail and event offerings, and make the Seaport our model for potential future mixed-use opportunities.

Jean-Georges Restaurants is a world-renowned hospitality company operated by Michelin-star chef Jean-Georges Vongerichten. JG was formed in 1997 and has grown from 17 locations in 2013 to over 43 high-end restaurant concepts across five continents, 13 countries and 24 markets, including our joint venture tenant, the Tin Building by Jean-Georges, located in the heart of the Seaport. JG's expertise and versatility allow it to serve the culinary needs of its customers. With an asset-light platform and highly regarded brand recognition, JG is able to enter new markets and provide customers with a range of culinary options, from high-end restaurants to fast casual concepts to high-quality wholesale products. We believe there is an opportunity for JG's food and beverage offerings to anchor the destinations we are seeking to create and help differentiate our business from the typical asset mix found in traditional real estate development and landlord operations.

The Las Vegas Aviators are a MiLB team and the current Triple-A affiliate of the Oakland Athletics MLB team. As the highest-grossing MiLB team, and a critical component of the Summerlin, Nevada community, we believe the Aviators are a particularly attractive aspect of our portfolio. Seaport Entertainment wholly owns the Aviators, which generate cash flows from ticket sales, concessions, merchandise and sponsorships. In addition to the team, Seaport Entertainment owns the Aviators' 10,000-person capacity ballpark, which is located in the heart of Downtown Summerlin. Completed in 2019, the ballpark is one of the newest stadiums in the minor league system and was named the "Triple-A Best of the Ballparks" by Ballpark Digest in 2019, 2021 and 2022. This renowned ballpark regularly has upwards of 7,000 fans per game and was chosen to host the Triple-A National Championship Game in 2022 and 2023. In addition to approximately 70 baseball games each year, the ballpark hosts at least 30 other special events, which provide incremental cash flow primarily during the baseball offseason. These events, which include festive holiday attractions, ballpark tours, movie nights, concerts and more, have also integrated the ballpark into the

life and culture of Summerlin. As a result, we believe we are uniquely positioned to serve the entertainment needs of this community as it expands in the coming years.

We also have the right to develop, together with an interest in and to 80% of, the air rights above the Fashion Show mall in Las Vegas, representing a unique opportunity to vertically develop a high-quality, well-located real estate asset, which may potentially include a new casino and hotel. The Fashion Show mall, located just northwest of the Sphere and south of the Wynn West project and the new Resorts World Las Vegas, and directly across the street from the Wynn Las Vegas hotel, casino and golf course, is the 25th largest mall in the country, with over 1.8 million square feet and approximately 250 retailers.

We have a history of incurring net losses, and we currently expect to experience negative operating cash flow for the foreseeable future. To facilitate the implementation of our business plan with the goal of achieving profitability, Seaport Entertainment expects to conduct a $175 million Rights Offering following the distribution. In connection with the Rights Offering, we have entered into a backstop agreement with Pershing Square, which through investment funds advised by it is HHH's largest shareholder. Pursuant to that agreement, Pershing Square has agreed to (i) exercise its pro rata subscription right with respect to the Rights Offering at a price of $25 per share of our common stock and (ii) purchase any shares not purchased upon the expiration of the Rights Offering at the Rights Offering price, up to $175 million in the aggregate. The backstop agreement could result in Pershing Square's affiliated funds owning as much as approximately 72.3% of our common stock if no other stockholders participate in the Rights Offering. Any capital raised through the Rights Offering would further strengthen our balance sheet. With over $203.4 million of liquidity, primarily consisting of (i) $23.4 million of cash contributed by HHH pursuant to the Separation Agreement, (ii) expected gross proceeds from the anticipated Rights Offering and (iii) amounts available under the Revolving Credit Agreement, we believe we will have ample capital to support the existing business and facilitate the Company's business plan.

Our Strategy

Seaport Entertainment's business plan is to focus on realizing value for its shareholders primarily through dedicated management of its existing assets, expansion of existing and creation of new partnerships, strategic acquisitions and completion of development projects. The Company's existing portfolio encompasses a wide range of leisure and recreational activities, including live concerts, fine dining, professional sports and high-end and experiential retail. As a result, we believe Seaport Entertainment is well-positioned to capitalize on trends across the travel, tourism and leisure industries and appeal to today's consumer who often values experiences over goods.

Create Unique Entertainment Destinations Within Sought-After Mixed-Use Commercial Hubs. Seaport Entertainment's portfolio of premier, non-commoditized and destination-focused properties caters to a wide range of consumers. We intend to drive this high-quality product offering by focusing on best-in-class experience-based tenants and partnerships, in addition to integrating sought-after events to drive foot traffic throughout our portfolio. By continuing to offer high quality food and beverage and entertainment options across our portfolio, we seek to create unique, cohesive environments that serve the various needs of our customers and offer more than just a single product or experience. By developing destinations that have multiple touchpoints with our visitors, we believe Seaport Entertainment is well-positioned to grow its revenue base over time by driving increased penetration.

Lease-Up Existing Assets at the Seaport. The portfolio of assets within Landlord Operations at the Seaport is 67% leased and 66% occupied as of March 31, 2024. Our dedicated management team is focused on leasing up the Seaport and improving occupancy levels, which we believe will drive foot traffic to the area and improve performance at the Seaport's food and beverage and entertainment assets. For example, we are evaluating the use of some of our vacant space for a variety of hospitality offerings. Additionally, we recently leased 41,515 square feet of office space to a high-end retail company for their New York headquarters.

Improve Efficiencies in our Operating Businesses. We believe the third-party managers of our operating businesses have numerous opportunities to drive efficiencies and increase margins. Through our dedicated management team, which has significant experience operating entertainment-related assets, we are focused on maximizing our revenues and rightsizing costs. For example, we are exploring the possibility of internalizing certain

of our food and beverage operations, which we believe has the potential to drive increased operational focus and efficiencies.

Expand the Jean-Georges Partnership. Our JG investment has multiple avenues for core growth that could propel this business, including: the opening of new restaurants and luxury marketplaces; introducing a franchise model for certain Jean-Georges concepts; launching fast-casual and quick service restaurant concepts that allow for significant scale; and leveraging the Jean-Georges brand via private label wholesale product distribution. Additionally, we believe we will be able to work with JG to identify additional operating efficiencies.

Leverage Events and Sponsorships to Create a Flywheel Effect at the Seaport. The Seaport's events, particularly its Rooftop Summer Concert Series, and the Seaport's year-round programs focused on kids, fitness, arts, sounds, and cinema, drive foot traffic to the entire neighborhood, which in turn creates opportunities for our restaurant and retail tenants as well as our sponsorship business. We are focused on creating a flywheel effect, where visitors who are drawn to the Seaport for an event receive targeted benefits from our sponsors and are engaged by our retail and dining options before and after that event. Our in-house marketing team is also leveraging the success of our Summer Concert Series to advertise all of the offerings at the Seaport to a growing social media following.

- *The Success of the Summer Concert Series*. When the Summer Concert Series was originally introduced in 2018, the goal was to drive foot traffic to the Seaport. Since 2018, annual ticket sales have grown from around 63,000 tickets to over 200,000 tickets, and annual revenue (including gross ticket sales, concessions and other event related revenues) has increased from $6.3 million to $18.5 million in 2023. During this time, the venue has also gained a significant social media presence, with 156,000 followers on Instagram by the end of 2023, significantly more than many competing venues that are substantially larger. The success of the Summer Concert Series has also positioned Seaport Entertainment to potentially benefit from additional opportunities in the near term, including: (1) the possibility of entering into a naming rights deal for the rooftop venue with a sponsor; (2) better terms on our ticketing services that were recently negotiated with a new ticketing provider; and (3) opportunities to host an enclosed winter concert series, which we are exploring.

Improve and Increase Special Event Offerings at the Las Vegas Ballpark. The Las Vegas Ballpark is a key feature of Summerlin, Nevada, a thriving community outside of Las Vegas. By improving and increasing the special events offerings at the ballpark, we plan to further integrate the venue into the daily lives of Summerlin's residents. The ballpark currently hosts approximately 70 baseball games, with 65 in 2021 and 75 in both 2023 and 2022. While preparing the stadium and field for baseball season does require approximately one month, there is significant room for special events through the rest of the year. We are required to host at least 30 "special events" each year pursuant to our naming rights agreement with the LVCVA. In 2021 and 2022, we hosted 120 and 115 special events, generating approximately $940,000 and $2.8 million in revenue, respectively. In 2023, although we only hosted 78 special events, these events generated approximately $5.7 million in revenue. We plan to continue to seek opportunities to improve our existing events and identify more impactful revenue generating events that engage and entertain the community.

Opportunistically Acquire Attractive Entertainment-Related Assets and Utilize Strategic Partnerships. Over time, we intend to evaluate and ultimately acquire additional entertainment-related real estate and operating assets. These assets may include but are not limited to stadiums, sports and gaming attractions, concert and entertainment venues, food halls and other restaurant concepts. In addition to acquisitions, we plan to utilize strategic partnerships to accelerate our long-term growth. To execute on this strategy, we intend to leverage our unique experience at the Seaport, where we already successfully work with an array of top-tier partners in the entertainment space.

Develop Owned Land Parcels and the Fashion Show Mall Air Rights. Seaport Entertainment currently has two sizeable development opportunities: 250 Water Street and the Fashion Show Mall Air Rights. Each opportunity, if transacted on, could represent a significant driver of long-term growth.

Competitive Strengths

Unique Focus on the Intersection of Entertainment and Real Estate to Create Inclusive, Consumer-Centric Destinations. Seaport Entertainment will be one of the few publicly traded companies focused on the intersection of

entertainment and real estate. Unlike real estate investment trusts, which have limitations on their ability to invest in non-real estate assets, Seaport Entertainment will have flexibility to invest in both real estate as well as entertainment-focused operating assets. We intend to create communities and experience-driven neighborhoods as opposed to standalone assets. As a result, our focus on the social needs of our customers and providing an array of food, entertainment and leisure options to keep them engaged distinguishes our business from traditional real estate development and landlord operations.

High-Quality Portfolio in High-Barrier to Entry, Top-Tier Destinations. Seaport Entertainment's portfolio consists of unique, high-quality assets that were acquired and developed over many years to create a one-of-a-kind portfolio. As a result, there is a high barrier to replicating Seaport Entertainment's business. The quality of the assets is complimented by the desirability of their locations: primarily Lower Manhattan and Las Vegas, where there are substantial barriers to entry.

New York City is the largest city by population in the United States, and one of the densest cities in the country, with over 8.3 million residents and nearly 28,000 people per square mile as of May 2024, according to S&P Global data. New York City also has a thriving tourism industry, highlighted by the 66.6 million tourists who visited New York City in 2019 prior to the onset of the COVID-19 pandemic, according to New York City Tourism + Conventions, which also reported that, in 2023, New York City's tourism industry generated $74 billion in economic impact, with visitors spending over $48 billion. While the pandemic caused the number of visitors to temporarily fall, New York City's tourism industry has proven to be resilient. In 2023, 62.2 million people visited New York City, which is projected to grow to 64.5 million tourists in 2024, according to estimates by New York City Tourism + Conventions. In addition, we believe that 2026 will be a significant year for New York City tourism, which is expected to benefit from FIFA World Cup 26—with eight matches, including the World Cup Final, set to be played nearby at the Meadowlands in New Jersey—and the United States Semiquincentennial celebration.

Las Vegas is the largest city in Nevada, with over 650,000 residents as of May 2024, according to S&P Global data. Summerlin is located in the broader Las Vegas Metropolitan Statistical Area, which includes Henderson and Clark counties and has over 2.3 million residents as of May 2024, also according to S&P Global data. The LVCVA reported that over 40 million people visited Las Vegas in 2023, spending over $51 billion, with an economic impact of over $85 billion. Las Vegas also has a growing professional sports industry. The Vegas Golden Knights, a National Hockey League team, was established in 2017 and has their practice facility in Summerlin, adjacent to the Las Vegas Ballpark. In 2020, the Oakland Raiders, a National Football League team, moved to Las Vegas and renamed themselves the Las Vegas Raiders. In 2023, according to Forbes, the Vegas Golden Knights were the eighth highest grossing revenue team in the National Hockey League and the Las Vegas Raiders were the second highest grossing revenue team in the National Football League. In November 2023, MLB announced that it had approved plans for the Athletics to relocate to Las Vegas, where a new stadium would be built. According to MLB, the Athletics could begin playing at the new stadium as soon as the 2028 season. Also in November 2023, Formula 1 introduced the Las Vegas Grand Prix, and in February 2024, the city hosted Super Bowl LVIII. The Las Vegas Grand Prix will take place again in November 2024, and Formula 1 is contracted to continue events in Las Vegas through 2032. Additionally, the city will host multiple conferences and concerts, WWE's WrestleMania 41, the 2026 NCAA Division I Men's Ice Hockey Championship and the 2028 NCAA Division I Men's Basketball Final Four.

Based on HHH management's estimates, Summerlin, which is the location of the Las Vegas Ballpark, was home to approximately 127,000 residents as of December 31, 2023 and is expected to grow to approximately 200,000 residents over the next two decades. With a predominately local fan base, we believe this anticipated significant population growth will be a major driver of sales growth and attendance for the Aviators. The ballpark also hosts special events and has become woven into the social fabric of the neighborhood. As a result, we are uniquely positioned to serve the entertainment needs of this community in the coming years.

Embedded Potential Upside Within Landlord Operations Segment. Our focus on increasing the occupancy of the assets in our Landlord Operations segment is expected to drive incremental upside. For example, at the Seaport, Pier 17 was 54% leased and 47% occupied as of March 31, 2024, with available space across its third and fourth floors that benefit from panoramic views of the Brooklyn skyline and the Brooklyn Bridge. Driven by a dedicated

management team primarily focused on performance at this and other assets, we believe the Company has substantial internal growth prospects.

Thematically-Focused, Diversified Assets. While the focus of the Company is on entertainment, the assets encompass a wide range of leisure and recreational activities, including live concerts, fine dining, professional sports, and high-end and experiential retail. Seaport Entertainment is not limited to a particular type of entertainment asset, and as a result, it seeks to meet the needs of different customers with the flexibility to adapt to changes in consumer trends, which today favor experiences over products. Unlike traditional landlords and real estate developers, which are focused on building and leasing space, we are a customer-centric business that is responsible for filling the space that we develop, own and lease with offerings that entice and engage our visitors.

Balance Sheet Positioned to Support Business Plan. We expect to conduct a $175 million Rights Offering of common stock following the distribution. In connection with the Rights Offering, we have entered into a backstop agreement with Pershing Square, which through investment funds advised by it is HHH's largest shareholder. Pursuant to that agreement, Pershing Square has agreed to (i) exercise its pro rata subscription right with respect to the Rights Offering at a price of $25 per share of our common stock and (ii) purchase any shares not purchased upon the expiration of the Rights Offering at the Rights Offering price, up to $175 million in the aggregate. We have a history of net losses, with a net loss of $44.1 million for the quarter ended March 31, 2024, and net losses of $838.1 million ($128.6 million excluding an impairment charge of $672.5 million for our assets and $37.0 million for unconsolidated ventures) and $111.3 million for the years ended December 31, 2023 and 2022, respectively, and our audited financial statements for the fiscal year ended December 31, 2023 were prepared on a going concern basis. See "Risk Factors—Risks Related to Our Business and Our Industry—Although our financial statements have been prepared on a going concern basis, our independent auditors in their report accompanying our combined financial statements for the year ended December 31, 2023 believe that our recurring losses from operations and other factors have raised substantial doubt about our ability to continue as a going concern as of December 31, 2023." for additional information. We currently expect to experience negative operating cash flow for the foreseeable future as we implement our business plan to achieve profitability. However, we believe the Company's cash balance following the contribution of $23.4 million of cash by HHH pursuant to the Separation Agreement and the capital raised from the Rights Offering, along with amounts available under the Revolving Credit Agreement, will be sufficient to meet our working capital and capital expenditure needs for the next twelve months and will give us significant liquidity and financial flexibility to both support the existing business and facilitate the Company's business plan. While we have no specific plans to incur additional debt in the next 12 months, we preserve the option to do so in the event of appropriate circumstances.

Scalable Platform. Embedded in Seaport Entertainment's assets are multiple avenues for potential growth, including through the expansion of existing partnerships and development of existing sites. More broadly, we believe the Company's focus on the intersection of entertainment and real estate is readily scalable, given the ability to pursue opportunities in leisure, tourism, hospitality, gaming, food and beverage and live entertainment spaces. We view these avenues of growth holistically, as components and levers to create broader communities that engage our visitors and provide reasons to spend more time at our locations.

- *Live Events Opportunity*. The demand for live music is strong and accelerating worldwide. According to Live Nation, in 2023, concert attendance was up 20% year-over-year, with over 145 million fans attending over 50,000 events. Fee-bearing gross transaction value was up 30% year-over-year in 2023. In the first quarter of 2024, Live Nation concert ticket sales were pacing up almost 7% compared to the same period in 2023, with over 155 million tickets sold. Social media is also fueling fan interest in attending concerts, with Live Nation reporting that, as of February 2024, approximately 90% of live music goers agreed that seeing live music content on social media makes them want to attend shows. Seaport Entertainment's Summer Concert Series has experienced similar strong demand. In 2021, we hosted 30 concerts and sold over 84,000 tickets. In 2022, we hosted 60 shows and sold approximately 188,000 tickets, which was an approximately 50% increase in ticket sales compared to pre-pandemic levels. In 2023, we hosted 63 shows and sold approximately 204,000 tickets, representing an 8.5% increase in sales from the prior year. Based on these metrics, Seaport Entertainment views the live event / concert space to be an attractive opportunity for strong growth.

- *Food and Dining Opportunity*. Seaport Entertainment plans to leverage the growing consumer appetite for unique restaurant experiences as a catalyst to further expand its culinary footprint. According to the U.S. Department of Agriculture, consumers spent more on food in 2022 than ever before, even after adjusting for inflation. Of the total amount spent on food, consumer purchases for food away from home, including restaurants, have accelerated since the onset of the COVID-19 pandemic. As of 2022, expenditures on food away from home accounted for 54% of total food spending, marking a stark rise from its 50% market share in 2020, according to the U.S. Department of Agriculture. According to restaurant marketing platform BentoBox's 2023 Restaurant Trend Report, in 2023, diners spent approximately 7% more on restaurants than they did in 2022. In the first quarter of 2024, our Hospitality segment generated $4.0 million in revenue, representing a 23% decrease from first quarter of 2023. Our first quarter 2024 results were impacted by poor weather conditions, as evidenced by a 45% increase in total rainfall during the peak days of Friday through Sunday. In 2023, our Hospitality segment generated $33.0 million in revenues, representing a 23% decrease from 2022, and in 2022, our Hospitality segment revenue was $42.6 million, which was a 41% increase from 2021. Our Hospitality-related period-over-period comparisons do not adjust for operational revisions to our asset strategies from period to period, such as closing restaurant concepts or redirecting operations to use space for private events and/or concerts. Furthermore, our Hospitality segment includes equity earnings from our unconsolidated joint ventures, which primarily relate to our interest in the Tin Building by Jean-Georges joint venture. Although these joint ventures generate food and beverage revenue, our share of this revenue is recognized in equity earnings and not Hospitality revenue. The Tin Building by Jean-Georges joint venture generated food and beverage revenues of $6.5 million in the first quarter of 2024, $32.4 million in 2023, and $8.2 million in 2022. Based on the trend of growing demand for food and beverage offerings and our increased focus on food and beverage programming within the Seaport neighborhood, we believe there is an attractive opportunity to both improve the performance of our Hospitality segment and grow our food and beverage offerings.

- *Sports and Gaming Opportunity*. Consumer spending toward sporting events has demonstrated tremendous strength over the last few years. According to StubHub's 2023 Year in Live Experiences Report:

  - NFL sales heading into the 2023 season were double from 2022.
  - College football sales were up almost 50% at season start.
  - NHL sales were trending nearly double last season's start.
  - NBA sales on StubHub at season start were up nearly 60%.
  - MLS sales were up over 2.5x compared to 2022.

  According to StubHub's 2024 MLB Season Preview, as of mid-March 2024, MLB ticket sales were up by over 60% compared to the same time last year. Similarly, admission prices for sporting events rose significantly in 2023. According to the Bureau of Labor Statistics, in October 2023, admission prices for sporting events increased by 25.1% year-over-year, which was the highest annualized growth rate measured by the CPI inflation gauge. In 2022 and 2023, we sold approximately 396,000 and 388,000 total tickets to Aviators games, respectively, generating revenue of approximately $9.4 million at an average ticket price of $23.88 and revenue of approximately $9.0 million at an average ticket price of $23.32, respectively. Due to the robust demand that exists for live sports and gaming events, Seaport Entertainment will look to further capitalize on new and existing opportunities within this segment of the market.

Experienced Management Team With a Proven Track Record. Seaport Entertainment's senior management team has decades of hospitality, entertainment and real estate industry expertise, significant public company experience, long-standing business relationships and an extensive track record of implementing strategies to create world-class brands. We believe that management's significant operating experience with complex and multi-faceted hospitality and real estate assets will enable the Company to achieve a streamlined model while pursuing innovative opportunities.

- *Anton D. Nikodemus is the Chief Executive Officer of Seaport Entertainment*. Mr. Nikodemus has spent over 30 years in entertainment and hospitality, leading the development and operations of industry premier destination brands. Prior to joining Seaport Entertainment, he served as President and Chief Operating Officer of CityCenter for MGM Resorts International where he oversaw operations for The Cosmopolitan of Las Vegas, Vdara Hotel & Spa and ARIA Resort & Casino. Mr. Nikodemus notably led the creation and development of the MGM National Harbor Hotel & Casino in Maryland and the MGM Springfield in Massachusetts.

- *Matthew M. Partridge is the Chief Financial Officer of Seaport Entertainment*. Mr. Partridge has nearly 15 years of experience in real estate and hospitality across a variety of asset classes and operating models with public and private companies. Prior to joining Seaport Entertainment, Mr. Partridge was the Senior Vice President, Chief Financial Officer and Treasurer for two publicly traded real estate investment trusts, CTO Realty Growth, Inc. and Alpine Income Property Trust, Inc., where he was responsible for accounting, asset management, corporate finance and investor relations, information technology and risk management.

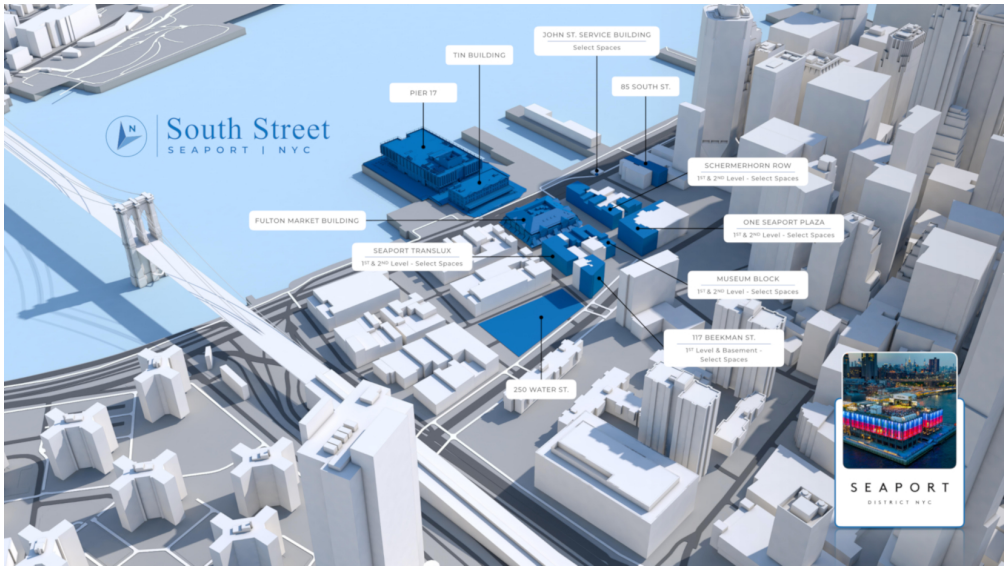
- *Lucy Fato is the General Counsel and Corporate Secretary of Seaport Entertainment*. Ms. Fato brings extensive public company experience to the Seaport management team. Prior to joining Seaport Entertainment, Ms. Fato spent approximately seven years at AIG, a global insurance company, most recently serving as Vice Chair and, before that, as General Counsel and Global Head of Communications and Government Affairs and, prior to her time at AIG, held leadership roles at McGraw-Hill Financial (now known as S&P Global) and Marsh McLennan.

Our Portfolio

We primarily analyze our portfolio of assets through the lens of our three operating segments: (1) Landlord Operations; (2) Hospitality; and (3) Sponsorships, Events, and Entertainment. In each segment, we believe there are multiple opportunities to drive operational efficiencies and value creation over time.

Landlord Operations. Landlord Operations represent our ownership interests in and operation of physical real estate assets. Currently, all Landlord Operations are located in the Seaport. The Seaport encompasses over 478,000 square feet of restaurant, retail, office and entertainment properties, as well as 21 residential units. It is one of the few multi-block neighborhoods in New York City largely under private management and was previously owned and operated by HHH since 2010. Over 13 years, HHH invested over $1 billion in the area, which we believe helped to revitalize the area and positioned it to become one of the premier food and beverage and entertainment destinations

in the city. Currently, we own 11 physical real estate assets in the Seaport that comprise 100% of our current Landlord Operations. These assets, reflected on the map below, include:



- Pier 17 – Pier 17 is a 213,000 square foot mixed-use building containing restaurants, entertainment, office space and an outdoor concert venue. The Rooftop at Pier 17 is a 3,500-person concert venue, which was voted the #1 outdoor music venue in New York City in 2022 by Red Bull and ranked by Pollstar as the fifth top club worldwide in 2023. In 2023, the Rooftop's Summer Concert Series had a record year, selling approximately 204,000 tickets over 63 shows, representing 93% of available ticket inventory. In addition to the concert venue, the building has five restaurants with renowned chefs including Jean-Georges and Andrew Carmellini, and three floors of unique space that can be utilized for retail, office and entertainment purposes.

- Tin Building – Across from Pier 17 is the Tin Building, a 54,000-square-foot culinary destination located on the site of the original Fulton Fish Market. The property opened in September 2022 after undergoing an over $200 million, five-year renovation to reconstruct the building in collaboration with Jean-Georges and is leased to our joint venture with a subsidiary of Jean-Georges. The building has three levels, offering over 20 culinary experiences, including restaurants, bars, grocery markets, retail and private dining.

- Fulton Market Building – The Fulton Market Building is a three-story, 115,000-square-foot mixed-use building. It is 100% leased to tenants like IPIC Theaters, which occupies 46,000 square feet and has a lease through 2035. In July 2022, high-end fashion brand Alexander Wang leased the entire third floor for its global fashion headquarters. The Lawn Club, an experiential retail concept focused on "classic lawn games" and superb cocktails, is one of our joint ventures and the most recent tenant, having opened in November 2023.

- Historic District Retail & Other – Seaport Entertainment is also the landlord for the following Historic District retail and other locations: Museum Block (1st and 2nd Level - Select Spaces), Schermerhorn Row (1st and 2nd Level - Select Spaces), Seaport Translux (1st and 2nd Level - Select Spaces), 117 Beekman Street (1st Level & Basement - Select Spaces), One Seaport Plaza (1st and 2nd Level - Select Spaces) and the John Street Service Building (Select Spaces), which collectively make up approximately 91,000 square feet.

- 250 Water Street – 250 Water Street is a full block, one-acre development site that is zoned for 547,000 square feet of market rate and affordable housing, office, retail and community-oriented gathering space. We believe 250 Water Street is a unique opportunity at the Seaport to redevelop this site into a vibrant mixed-use asset, provide long-term viability to the South Street Seaport Museum and deliver economic stimulus to the area. We have received all of the necessary approvals for the plans and permits to build the foundation, which we began building in the second quarter of 2022. Final remediation work on the site is complete, and we can commence construction of the new development at our discretion.

- 85 South Street – 85 South Street is an eight-story residential building with 21 apartments and approximately 5,500 square feet of ancillary office space.

The following table shows information about our Seaport assets as of March 31, 2024:

Asset	Asset Type	Ownership Type	Owned Rentable Square Feet	Rentable Units	% Occupied	% Leased
Pier 17	Mixed-Use	Owned Improvements	212,514	—	47%	54%
Fulton Market Building	Mixed-Use	Owned Improvements	114,999	—	100%	100%
Tin Building	Retail	Owned Improvements	53,783	—	100%	100%
Schermerhorn Row	Retail	Owned Improvements	28,872	—	85%	85%
One Seaport Plaza	Retail	Owned Improvements	24,518	—	12%	12%
Museum Block	Retail	Owned Improvements	23,633	—	52%	52%
Seaport Translux	Retail	Owned Improvements	9,928	—	0%	0%
117 Beekman Street	Retail	Owned Improvements	3,609	—	0%	0%
John Street Service Building	Retail	Owned Improvements	636	—	0%	0%
85 South Street	Multifamily & Office	Fee Simple	5,522	21	100%(2)	100%(2)
250 Water Street(1)	Development Site	Fee Simple	—	—	0%	0%
Total			478,014	21	66%	67%

(1) 250 Water Street is zoned for 547,000 square feet of market rate and affordable housing, office, retail and community-oriented gathering space.
(2) Occupancy and leasing figures for multifamily space. Ground floor office space is fully occupied but not leased.

Our Seaport assets primarily sit under a long-term ground lease from the City of New York that provides for an extension option that would extend its expiration from 2072 to 2120. In 2023, we paid $2.5 million in rent and fees under that ground lease and two smaller ground leases on our Seaport assets. The following table shows information about our ground leases as of December 31, 2023:

Location	Expiration	Extensions	Annual Rent Payments for the Year Ended December 31, 2023 (thousands)	Rent Escalator
Seaport Neighborhood[1]	December 2072	December 2120	$1,849	3% annually
Translux Building	December 2072	December 2120	$154[2]	3% annually
One Seaport Plaza	December 2072	N/A	$525	Adjusted every 15 years provided operating profits have been achieved; subject to caps

Note: Our 85 South Street and 250 Water Street assets are not subject to a ground lease. For the John Street Service Building, there is a separate license agreement with the New York City Department of Parks and Recreation.

(1) Ground lease for the following properties: Pier 17, the Tin Building, Schermerhorn Row, Museum Block, 117 Beekman Street and the Fulton Market Building.

(2) Includes partial rent abatement of approximately $137,000 for the year ended December 31, 2023, which is not expected to continue.

Hospitality. Hospitality represents our ownership interests in various food and beverage operating businesses. Currently, we own, either wholly or through partnerships with third parties, and operate, including under license and management agreements, six fine dining and casual dining restaurants, cocktail bars and entertainment venues (The Fulton, Mister Dips, Carne Mare, Malibu Farm, Pearl Alley and The Lawn Club), as well as our unconsolidated venture, the Tin Building by Jean-Georges, which offers over 20 culinary experiences, including restaurants, bars, grocery markets, retail and private dining. These businesses are all our tenants and pay rent to our Landlord Operations. We are exploring the possibility of internalizing food and beverage operations that are currently operating under management agreements. We also have a 25% interest in Jean-Georges Restaurants.

Jean-Georges Restaurants was founded by renowned Michelin-star chef Jean-Georges Vongerichten and operates over 40 hospitality offerings across the world. In March 2022, HHH acquired a 25% interest in Jean-Georges Restaurants for $45 million. The Tin Building by Jean-Georges was the first project completed by HHH and Jean-Georges since the minority stake acquisition, and it now plays an integral part in the Seaport's overall performance. Creative Culinary Management Company, LLC, a wholly-owned subsidiary of Jean-Georges Restaurants, provides management services for certain retail and food and beverage businesses within the Seaport.

As of March 31, 2024, Jean-Georges Restaurants had the following hospitality offerings:

Domestic

Owned Restaurants	Licensing Agreements		Management Agreements
JoJo	Mark Hotel - The Mark	Miami Beach Edition - Matador Room	Malibu Farm
Inn at Pound Ridge	Jean-Georges at Topping Rose House	Miami Beach Edition - Market at Edition	R-17
Jean-Georges Restaurant	TWA Paris Café	Miami Beach Edition - Tropicale	Pearl Alley
Perry Street	Greenwich Happy Monkey	Keswick Marigold by Jean-Georges	The Fulton
ABC Kitchen	Tangara Jean-Georges	Nashville - The Pink Hermit	Cobble & Co
ABC V	Aria - Jean-Georges Steakhouse	Nashville - Drusie & Darr	Lawn Club
ABC Cocina	Beverly Hills Waldorf Astoria - The Rooftop by JG	Philadelphia Four Seasons - Jean-Georges Sky High	Tin Building
	Prime Steakhouse	Philadelphia Four Seasons - Jean-Georges	220 Central Park South
	Dune		425 Park Ave Four Twenty Five
			425 Park Ave 425 Park Ave Amenity Floor

International

Owned Restaurants	Licensing Agreements		Management Agreements
Market Paris	The Dempsey Cookhouse and Bar	Hotel Vista Monaco La Piscine	
	JG Tokyo	Four Seasons - Doha Curiosa by Jean-Georges	
	Mercato Shanghai	W Doha Market by Jean-Georges	
	Mercato Guangzhou	W Doha Spice Market	
	Three on the Bund Jean-Georges Shanghai	La Mamounia L'Italian	
	JG Kyoto Jean-Georges at The Shinmonzen	La Mamounia L'Asiatique	
	Eden Rock Sand Bar	Palmilla - Seared	
	Jean-Georges at The Connaught	Palmilla - Suviche	
	The Connaught Grill	ABC Kitchens - London	
	Jean-Georges at The Leinster	The Waldorf Astoria Kuala Lumpur	

Descriptions of our joint venture agreements as of March 31, 2024 are as follows:

- *Jean-Georges Restaurants.* In March 2022, we acquired a 25% interest in JG for $45.0 million. JG currently has over 40 hospitality offerings and a pipeline of new concepts. Under the terms of the current operating agreement, all cash distributions and the recognition of income-producing activities are pro rata based on stated ownership interest. We have various, standard protective rights under the operating agreement, including board designation rights tied to our ownership stake in JG, certain consent rights over actions taken with respect to JG and preemptive rights and a right of first refusal to, in certain cases, acquire a greater interest in JG. Concurrent with our acquisition of the 25% interest, we entered into a warrant

agreement with Jean-Georges, pursuant to which we paid $10.0 million for the option to acquire up to an additional 20% interest in JG.

- *Tin Building by Jean-Georges*. In 2015, together with VS-Fulton Seafood Market, LLC (the "Fulton Partner"), we formed Fulton Seafood Market, LLC to operate a 53,783 square foot culinary marketplace in the historic Tin Building. The Fulton Partner is a wholly owned subsidiary of JG. Under the terms of the joint venture agreement, we contribute the cash necessary to fund pre-opening, opening and operating costs of the Tin Building. The Fulton Partner is not required to make any capital contributions. The Tin Building by Jean-Georges culinary marketplace began operations in the third quarter of 2022. We have a 65% final profit-sharing interest in Fulton Seafood Market, LLC. Various provisions in the operating agreement regarding distributions of cash flow based on capital account balances, allocations of profits and losses, and preferred returns may result in our economic interest differing from our final profit-sharing interest. Based on capital contribution and distribution provisions, we currently receive substantially all of the economic interest in the venture. However, we do not have the power to direct the restaurant-related activities that most significantly impact the venture's economic performance, nor are we the primary beneficiary, and we account for this investment in accordance with the equity method.
- *The Lawn Club*. In 2021, we formed HHC Lawn Games, LLC with The Lawn Club NYC, LLC ("Endorphin Ventures") to construct and operate an immersive indoor and outdoor restaurant that includes an extensive area of indoor grass, a stylish clubhouse bar and a wide variety of lawn games. This concept opened in the fourth quarter of 2023. Under the terms of the initial agreement, the Company funded 80% of the cost to construct the restaurant, and Endorphin Ventures contributed the remaining 20%. In October 2023, we executed an amended LLC agreement, in which we will fund 90% of any remaining capital requirements and Endorphin Ventures will contribute 10%. We have a 50% final profit-sharing interest in HHC Lawn Games, LLC, although various provisions in the operating agreement regarding distributions of cash flow based on capital account balances, allocations of profits and losses, and preferred returns may result in our economic interest differing from our final profit-sharing interest. We also entered into a lease agreement with HHC Lawn Games, LLC pursuant to which we agreed to lease 20,000 square feet of the Fulton Market Building to this venture.

Sponsorships, Events, and Entertainment. Our Sponsorships, Events, and Entertainment segment includes the Las Vegas Aviators, the Las Vegas Ballpark, the Fashion Show Mall Air Rights, Seaport events and concerts and all of our sponsorship agreements across both the Seaport and the Las Vegas Ballpark.

- *The Aviators and Las Vegas Ballpark*. The Las Vegas Aviators are a Minor League Baseball team and the Triple-A affiliate of the Athletics. The team was acquired by the Summerlin Las Vegas Baseball Club, a subsidiary of HHH, and Play Ball Owners Group in May 2013. In 2017, HHH acquired Play Ball's 50% ownership stake for $16.4 million. In addition to the team, included in Seaport Entertainment is the Aviators' 10,000-person capacity ballpark, which is located in the heart of Downtown Summerlin, approximately nine miles west of the Las Vegas Strip. We estimate that the area draws approximately 20 million visitors per year. The Aviators averaged approximately 6,800 ticket sales per game in 2023. Since its opening in 2019, the Las Vegas Ballpark, which had a gross carrying value before accumulated depreciation of $132.0 million as of March 31, 2024, has been voted the best ballpark in Triple-A baseball in three out of the last five years by Ballpark Digest. In addition to hosting baseball games, the ballpark holds various special events throughout the year. On November 16, 2023, the Athletics received unanimous approval from MLB to relocate their team from Oakland to Las Vegas, where a new stadium would be built. In 2023, the Aviators and the ballpark generated approximately $33.4 million in revenue.

The following map shows the location of the Las Vegas Ballpark in relation to certain other Las Vegas landmarks.



- *The Rooftop at Pier 17*. The Rooftop at Pier 17 has evolved into one of the premier concert venues in New York City. The venue has capacity of 3,500 seats and in 2022 and 2023 hosted 60 and 63 concerts, respectively. Located two blocks south of the Brooklyn Bridge, the unique outdoor venue was voted the #1 outdoor music venue in New York City in 2022 by Red Bull and ranked by Pollstar as the fifth top club worldwide in 2023. The venue provides an unmatched outdoor entertainment opportunity for both emerging and established musicians. In addition, given the venue's destination-like location, it has proven to be successful at hosting events year round and drives incremental revenue outside of the Summer Concert Series.

  The demand for live music at The Rooftop at Pier 17 is evident based on the success of our Summer Concert Series, which premiered in 2018, hosting 24 shows and selling over 63,000 tickets. In 2023, our Summer Concert Series sold out 47 of 63 shows and sold approximately 204,000 tickets, which represented 93% of all available tickets, generating over $12 million in gross ticket sales. The venue's success is also demonstrated by its social media following, which is one of the largest for any New York City-area arena or concert venue, despite only having a 3,500-seat capacity. As a result, we are exploring opportunities to leverage the success of our Summer Concert Series during the winter season by potentially hosting an enclosed winter concert series.

- *The Fashion Show Mall Air Rights*. The Fashion Show mall is the 25th largest mall in the country. It has a prime Las Vegas Strip location, adjacent to the Wynn and Treasure Island. The mall is owned by Brookfield Properties and features more than 250 retailers and over 30 restaurants spread across approximately two million square feet. Seaport Entertainment has an interest in and to 80% of the air rights above the mall, with Brookfield Properties having an interest in and to the remaining 20% stake. The Fashion Show Mall Air Rights are a contractual right to form a joint venture to hold an 80% managing member interest in a to-be-formed entity that would own the air rights above the Fashion Show mall, as well as the exclusive right to develop such air rights. The Fashion Show Mall Air Rights may potentially be used to develop a new casino and hotel on the Las Vegas Strip. For additional information, see "Risk Factors—Risks Related to Our Business and Our Industry—We are exposed to risks associated with the

development, redevelopment or construction of our properties, including the planned redevelopment at 250 Water Street and intended development in connection with our Fashion Show Mall Air Rights."



Seasonality

Significant portions of our business are seasonal in nature, and the periods during which our properties experience higher revenues vary from property to property, depending primarily on their location, the customer base served and potential impacts due to weather and the timing of certain holidays. For example, our Seaport business is significantly impacted by seasonality due to weather conditions, New York City tourism and other factors, with the majority of Seaport's revenue generated between May and September. In Las Vegas, we are significantly impacted by the baseball season, with a significant portion of our Sponsorship, Events, and Entertainment segment revenue generated between April and September. As a result, our total revenues tend to be higher in the second and third quarters, and our quarterly results for any one quarter or in any given fiscal year may not be indicative of results to be expected for any other quarter or year. Additionally, during periods of extreme temperatures (either hot or cold) or precipitation, we have historically experienced, and will likely continue experiencing, significant reductions in consumer traffic.

Human Capital

As of March 31, 2024, we had 82 full-time employees supporting our business, and we consider our current relationship with our employees to be good. As of March 31, 2024, none of our employees were represented by unions or covered by collective bargaining agreements.

We believe that our future success largely depends upon our continued ability to attract and retain highly skilled talent. We provide our employees with competitive salaries and bonuses, opportunities for equity ownership, development programs that enable continued learning and growth and a robust employment package that promotes well-being across all aspects of their lives.

We strive for diversification and retention of talent that ultimately drives top performance, diverse thought, inclusive culture and leadership development. We invest in processes that help to activate equitable access for employee growth, both personally and professionally. As of March 31, 2024, our workforce was 42% female and

31% ethnically diverse. Employees at a Vice President level or above were 24% female. Through multiple initiatives, we continue to seek opportunities to increase the diversity of our teams.

Properties

Our corporate headquarters are located at 199 Water St. 28th Floor New York, New York 10038, where we occupy 36,985 square feet of office space under a lease that expires on May 31, 2026. We also maintain offices in Las Vegas, Nevada. We believe our present facilities are sufficient to support our operations.

The Seaport, located on the East River in Lower Manhattan, encompasses several city blocks (inclusive of Historic Area/Uplands, Pier 17, Tin Building and the 250 Water Street development) and totals approximately 478,000 square feet of innovative culinary, entertainment and cultural experiences. 250 Water Street is zoned for 547,000 square feet of market rate and affordable housing, office, retail and community-oriented gathering space.

The following tables summarize certain metrics of the Landlord Operations properties in the Seaport as of March 31, 2024:

Landlord Operations	Rentable Square Feet	Leased Square Feet	% Leased
Entertainment, Retail, Restaurant, Office and Other	478,014	322,393	67 %

Landlord Operations	Rentable Units	Leased Units	% Leased
Multi-family	21	21	100 %

Within our Sponsorships, Events, and Entertainment segment, Seaport Entertainment owns the Las Vegas Ballpark, a 10,000-person capacity stadium located in downtown Summerlin, Nevada, outside of Last Vegas.

Government Regulation and Compliance

We are subject to numerous federal, state and local government laws and regulations, including those relating to: real property; employment practices; building, health and safety; competition, anti-bribery and anti-corruption; the preparation and sale of food and beverages; building and zoning requirements; cybersecurity and data privacy; and general business license and permit requirements. For example, various federal, state and local statutes, ordinances, rules and regulations concerning building, health and safety, site and building design, environment, zoning, sales and similar matters apply to or affect the real estate industry. Our ability to obtain or renew permits or approvals and the continued effectiveness of permits already granted or approvals already obtained depends on factors beyond our control, such as changes in federal, state and local policies, rules and regulations and their interpretations and application. Additionally, approval to develop real property sometimes requires political support and generally entails an extensive entitlement process involving multiple and overlapping regulatory jurisdictions and often requires discretionary action by local governments. Real estate projects must generally comply with local land development regulations and may need to comply with state and federal regulations. We incur substantial costs to comply with legal and regulatory requirements.

There is also a variety of legislation being enacted, or considered for enactment, at the federal, state and local levels relating to energy and climate change. This legislation relates to items such as carbon dioxide emissions control and building codes that impose energy efficiency standards. New building code requirements that impose stricter energy efficiency standards could significantly increase our cost to construct buildings. As climate change concerns continue to grow, legislation and regulations of this nature are expected to continue and become more costly to comply with. We may be required to apply for additional approvals or modify our existing approvals because of changes in local circumstances or applicable law. Governmental regulation also affects sales activities, mortgage lending activities and other dealings with consumers. Further, government agencies routinely initiate audits, reviews or investigations of our business practices to ensure compliance with applicable laws and regulations, which can cause us to incur costs or create other disruptions in our business that can be significant. We may experience delays and increased expenses as a result of legal challenges, whether brought by governmental authorities or private parties.

Under various federal, state and local laws and regulations, an owner of real estate is liable for the costs of remediation of certain hazardous substances, including petroleum and certain toxic substances (collectively hazardous substances) on such real estate. These laws often impose such liability without regard to whether the owner knew of, or was responsible for, the presence of such hazardous substances. The costs of remediation of such substances may be substantial, and the presence of such substances, or the failure to remediate such substances, may adversely affect the owner's ability to sell such real estate or to obtain financing using such real estate as collateral. Other federal, state and local laws, ordinances and regulations require abatement or removal of asbestos-containing materials in the event of demolition or certain renovations or remodeling, the cost of which may be substantial for certain redevelopments, and also govern emissions of and exposure to asbestos fibers in the air. Federal and state laws also regulate the operation and removal of underground storage tanks. In connection with our ownership, operation and management of certain properties, we could be held liable for the costs of remedial action with respect to these regulated substances or tanks or related claims.

Intellectual Property

We own several trademarks, copyrights and other intellectual property rights. Although our intellectual property rights are important to our success, we do not consider any single right to be of material significance to our business.

Legal Proceedings

As part of our normal business activities, we are a party to a number of legal proceedings. Management periodically assesses our liabilities and contingencies in connection with these matters based upon the latest information available. The results of any current or future litigation cannot be predicted with certainty; however, as of March 31, 2024, we believe there were no pending lawsuits or claims against us that, individually or in the aggregate, could have a material adverse effect on our business, results of operations or financial condition. For more information, see Note 8 to the audited combined financial statements included elsewhere in this information statement.

MANAGEMENT

Executive Officers Following the Distribution

The following table sets forth information, as of July 19, 2024 with respect to the individuals who are expected to serve as our executive officers, including their positions, and is followed by a biography of each such individual. Additional executive officers of the Company may be identified prior to completion of the distribution, and if so the names and biographies of such additional persons will be provided in subsequent amendments to this information statement.

Name	Age	Position
Anton D. Nikodemus	60	Chief Executive Officer, Chairman of the Board of Directors and Director
Matthew M. Partridge	40	Chief Financial Officer
Lucy Fato	57	General Counsel and Corporate Secretary

Anton D. Nikodemus is the Chief Executive Officer of Seaport Entertainment and a member of our board of directors, and will serve as chairman of our board commencing immediately upon the completion of the distribution. Mr. Nikodemus has spent over 30 years in entertainment and hospitality leading the development and operations of industry premier destination brands. Prior to joining the Company, he served as President and Chief Operating Officer of CityCenter for MGM Resorts International from December 2020 to November 2023, where he oversaw operations for The Cosmopolitan of Las Vegas, Vdara Hotel & Spa and ARIA Resort & Casino. He also served as Portfolio President of Las Vegas Properties; President and Chief Operating Officer, Bellagio and Park MGM from April 2020 to December 2020 and President and Chief Operating Officer Luxury Portfolio at MGM Resorts International from February 2019 to March 2020. Mr. Nikodemus notably led the creation and development of the MGM National Harbor Hotel & Casino in Maryland and the MGM Springfield in Massachusetts. Mr. Nikodemus earned a B.S. in Business Management and Marketing from Arizona State University, and he completed the Advanced Finance Program at the Wharton School of the University of Pennsylvania.

Matthew M. Partridge is the Chief Financial Officer of Seaport Entertainment. Mr. Partridge has nearly 15 years of experience in real estate and hospitality, across a variety of asset classes and operating models with public and private companies. Prior to joining Seaport Entertainment, Mr. Partridge was the Senior Vice President, Chief Financial Officer and Treasurer for two publicly traded real estate investment trusts, CTO Realty Growth, Inc. (NYSE: CTO) and Alpine Income Property Trust, Inc. (NYSE: PINE), where he was responsible for accounting, asset management, corporate finance and investor relations, information technology and risk management. He held both roles from October 2020 to April 2024. Before that, Mr. Partridge served as Chief Operating Officer and Chief Financial Officer of Hutton Companies, a private commercial real estate development and investment company headquartered in Chattanooga, Tennessee, from August 2018 to September 2020. Mr. Partridge earned a B.B.A. in Finance from Eastern Michigan University and an M.B.A. in International Business and Finance from Xavier University.

Lucy Fato is the General Counsel and Corporate Secretary of Seaport Entertainment. Before joining Seaport Entertainment in May 2024, Ms. Fato served as Vice Chair of American International Group, Inc. (“AIG”) (NYSE: AIG), from October 2023 until March 2024. Previously, beginning in 2017, she served as AIG’s General Counsel and Global Head of Communications and Government Affairs. Prior to her time at AIG, Lucy served as Head of the Americas and General Counsel of Nardello & Co., a global private investigative firm, where she remains a member of the company’s advisory board. In 2014 and 2015, Ms. Fato was General Counsel of McGraw-Hill Financial (now known as S&P Global Inc. (NYSE: SPGI)), and for nine years prior to that, she served as Deputy General Counsel and Corporate Secretary of Marsh & McLennan Companies, Inc. (NYSE: MMC). Ms. Fato began her legal career at Davis Polk & Wardwell LLP, where she spent fourteen years as a capital markets lawyer, including five as a partner in the firm’s Corporate Department. Ms. Fato currently serves on the advisory board of the Harvard Law School Center on the Legal Profession and on the board of directors of the Alfred E. Smith Memorial Foundation. Ms. Fato earned a B.A. in Business and Economics from the University of Pittsburgh and a J.D. from the University of Pittsburgh School of Law.

Board of Directors Following the Distribution

The following table sets forth information, as of July 19, 2024 with respect to the individuals who are expected, as of the date of this information statement, to serve on our board of directors following the completion of the distribution, and is followed by a biography of each such individual.

Name	Age	Position
Anton D. Nikodemus[(1)]	60	Chief Executive Officer, Chairman of the Board and Director
Michael A. Crawford	56	Director Nominee
Monica S. Digilio	61	Director Nominee
David Z. Hirsh	61	Director Nominee
Anthony F. Massaro	36	Director Nominee

(1) The biography of Anton D. Nikodemus is set forth under the section entitled "—Executive Officers Following the Distribution."

Michael A. Crawford will serve as a member of our board of directors commencing immediately upon completion of the distribution. Mr. Crawford currently serves as Chairman of the Board and President and Chief Executive Officer for Hall of Fame Resort & Entertainment Company (Nasdaq: HOFV) ("Hall of Fame Resort & Entertainment Co."), including its subsidiaries, Hall of Fame Village Media, Gold Summit Gaming, and Hall of Fame Village, which he joined in December 2018. Hall of Fame Resort & Entertainment Co. is a sports, entertainment and media enterprise headquartered in Canton, Ohio, established in 2020 as a result of a merger between HOF Village, LLC, a partnership between the Pro Football Hall of Fame and Industrial Realty Group, and Gordon Pointe Acquisition Corp. From 2014 to 2018, Mr. Crawford held numerous executive positions with the Four Seasons Hotels and Resorts Company ("Four Seasons"), starting as the President of Asia Pacific and subsequently becoming Global President of Portfolio Management. While at Four Seasons, he was responsible for business and capital planning, along with the design and construction of all new Four Seasons hotels and resorts worldwide, as well as overseeing global operations of all Four Seasons branded residential assets. Prior to his time at Four Seasons, Mr. Crawford spent almost 25 years at the Walt Disney Company (NYSE: DIS) where he rose to Senior Vice President and General Manager of Shanghai Disney Resort and President of Shanghai's Walt Disney Holdings Company. Mr. Crawford's learnings over decades of international business experience with these two global brands is well documented in his best-selling book, *From the Mouse's House to the Penthouse.* Mr. Crawford currently serves on the board of directors of Texas Roadhouse, Inc. (Nasdaq: TXRH). Mr. Crawford earned a B.S. in Business Administration from Bowling Green State University and an M.B.A. from the University of Notre Dame. We believe that Mr. Crawford's chief executive experience, in addition to his extensive hospitality industry, international business, and strategic planning experience, provide him with valuable insights and perspectives that will assist the Company and our board of directors.

Monica S. Digilio will serve as a member of our board of directors commencing immediately upon completion of the distribution. Ms. Digilio is the Founder, and has served as Chief Executive Officer, of Compass Advisors LLC, a strategic advisory firm that draws on her expertise in human resources, talent management, business leadership and organizational development since January 2021. Prior to establishing Compass Advisors, Ms. Digilio was the Executive Vice President and Chief Human Resources Officer for Caesars Entertainment Corporation from 2018 to 2020, where she led the Human Resources and Corporate Social Responsibility functions. Prior to her tenure at Caesars, Ms. Digilio spent six years as the Executive Vice President and Chief Human Resources Officer for Montage International and spent 12 years as the Executive Vice President of Global Human Resources & Administration for Kerzner International, the parent company of the Atlantis and One&Only brands. Ms. Digilio spent 10 years at ITT Sheraton, culminating in leading Human Resources for the North America division. Ms. Digilio currently serves on the boards of directors of Sunstone Hotel Investors (NYSE: SHO), CopperPoint Insurance Companies and The Venetian Resort Las Vegas. Ms. Digilio is an Advisory Board Member for Cornell University's Leland C. and Mary M. Pillsbury Institute for Hospitality Entrepreneurship. She is also a member of the Women Corporate Directors Foundation and the National Association of Corporate Directors. Ms. Digilio earned both a B.S. in Communications and an M.S. in Corporate Communications from Ithaca College. We believe that Ms. Digilio's real estate knowledge, labor relations, corporate governance, enterprise risk management and hospitality

industry experience provide her with valuable insights and perspectives that will assist the Company and our board of directors.

David Z. Hirsh will serve as a member of our board of directors commencing immediately upon completion of the distribution. Mr. Hirsh has served as the Vice Chairman of Sterling Investors, a real estate investment firm, since January 2022. Prior to that, he served as Senior Advisor at Sterling Investors from April 2020 to December 2021. Mr. Hirsh previously spent approximately sixteen years working in the Real Estate Asset Management Group at Blackstone Inc. ("Blackstone") in various roles until his retirement in January 2018 from the role of Managing Director. During his tenure at Blackstone, Mr. Hirsh's most significant responsibilities included day-to-day oversight and strategic management of Equity Office Properties from 2009 to 2018, IndCor Industrial Properties from 2013 to 2015, the LXR Hotels and Resorts portfolio from 2004 to 2010 and several investments in the retail and senior housing sectors. Prior to joining Blackstone, Mr. Hirsh worked at Citigroup Inc. for approximately fifteen years, including six years in real estate asset management, where he led the hotel group, and five years in corporate finance, specializing in corporate real estate and project lending. Mr. Hirsh is involved in several philanthropic efforts including the THANC Foundation and CaringKind. He is also an Adjunct Professor and Vice Chair of the Advisory Board at the New York University Schack Institute of Real Estate, a trustee of the Madison Square Park Conservancy and a trustee at Pace University. Mr. Hirsh served on the board of directors of SILVERspac Inc. (Nasdaq: SLVR) from September 2021 to September of 2023. Mr. Hirsh earned a B.B.A in Public Accounting from Pace University and an M.S. in Real Estate Development and Investment from New York University. We believe that Mr. Hirsh's finance and real estate experience provide him with valuable insights and perspectives that will assist the Company and our board of directors.

Anthony F. Massaro will serve as a member of our board of directors commencing immediately upon completion of the distribution. Mr. Massaro is a partner and member of the investment team at Pershing Square Capital Management, which he joined in 2013. Mr. Massaro was previously a private equity associate at Apollo Global Management ("Apollo"), where he focused on leveraged buyout and distressed debt investments across a wide range of industries. Prior to his time at Apollo, he was an analyst in the investment banking division at Goldman Sachs. He earned a B.S. in Finance and Accounting from the Wharton School at the University of Pennsylvania. We believe that Mr. Massaro's finance experience provides him with valuable insights and perspectives that will assist the Company and our board of directors.

Composition of the Board

Upon completion of the distribution, our board of directors is expected to consist of five members, with Michael A. Crawford serving as lead independent director.

In connection with the distribution, we will amend and restate our certificate of incorporation (as amended, the "Certificate of Incorporation") and our bylaws (as amended, the "Bylaws"). The Certificate of Incorporation and Bylaws will provide that directors will be up for election at each annual meeting and that each director will hold office until the next annual meeting and, thereafter, until such director's successor is duly elected and qualified or until such director's earlier death, resignation, disqualification, disability or removal.

Pursuant to the Investor Rights Agreement we expect to enter into with Pershing Square, following the completion of our spin-off from HHH, as long as Pershing Square owns at least 10% of the total outstanding shares of our common stock, Pershing Square will be entitled to nominate at least one director to our board of directors and, if we increase the size of the board to larger than five directors, as many nominees as represent at least 20% of the total number of directors then on the board. These board designation rights will also be contained in our Certificate of Incorporation.

Director Independence

Our board of directors has determined that Michael A. Crawford, Monica S. Digilio and David Z. Hirsh are independent directors under the applicable rules of the NYSE.

Our board of directors will assess on a regular basis, and at least annually, the independence of directors and, based on the recommendation of our Nominating and Corporate Governance Committee (the "Nominating and Corporate Governance Committee"), will make a determination as to which members are independent.

Committees of Our Board of Directors

Effective immediately prior to the commencement of "when issued" trading of our common stock on the NYSE, our board of directors will have a standing Audit Committee, and effective upon the completion of the separation, our board of directors will also have a standing Compensation Committee and a standing Nominating and Corporate Governance Committee.

Audit Committee. The initial members of the Audit Committee (the "Audit Committee") will be Michael A. Crawford, Monica S. Digilio and David Z. Hirsh, and Mr. Hirsh will serve as chair of the Audit Committee. Our board of directors has determined that each of Mr. Crawford, Ms. Digilio and Mr. Hirsh is an "audit committee financial expert" for purposes of the rules of the SEC and independent, as defined by the rules of the NYSE and Section 10A(m)(3) of the Exchange Act. Rule 10A-3 of the Exchange Act and the NYSE rules require that our Audit Committee have at least one independent member upon the listing of our common stock, have a majority of independent members within 90 days of the date of this information statement and be composed entirely of independent members within one year of the date of this information statement. The Audit Committee will be organized and conduct its business pursuant to a written charter. The Audit Committee may meet in executive session, without the presence of management, and will report to our board of directors on its actions and recommendations at each regularly scheduled Board meeting. The Audit Committee will be responsible, among its other duties and responsibilities, for reviewing, monitoring, and evaluating the following matters: the engagement of the independent auditors, the internal audit function, and financial reporting compliance. The Audit Committee will also prepare the report that the SEC rules require be included in our annual proxy statement.

Compensation Committee. The initial members of the Compensation Committee (the "Compensation Committee") will be Mr. Crawford, Ms. Digilio and Mr. Hirsh, with Ms. Digilio serving as chair. Our board of directors has determined that each of Mr. Crawford, Ms. Digilio and Mr. Hirsh is independent, as defined by the rules of the NYSE and Section 10C(a) of the Exchange Act. In addition, we expect that Mr. Crawford, Ms. Digilio and Mr. Hirsh will qualify as "non-employee directors" for purposes of Rule 16b-3 under the Exchange Act. The Compensation Committee will discharge our board of director's responsibilities relating to the compensation of our executive officers, including setting goals and objectives for, evaluating the performance of, and approving the compensation paid to, our executive officers. The Compensation Committee will be responsible, among its other duties and responsibilities, for determining and approving the compensation and benefits of our directors and executive officers, monitoring compensation arrangements applicable to our executive officers in light of their performance, effectiveness and other relevant considerations, adopting and administering our equity and incentive plans and preparing the annual report as required by the SEC. The Compensation Committee will have sole authority to retain and terminate any compensation consultant, legal counsel or other advisor, as the Compensation Committee deems appropriate to assist the Compensation Committee in the performance of its duties, including the sole authority to approve the fees and other terms and conditions of retention. Prior to any such retention, the Compensation Committee will assess any factors relevant to such consultant's, legal counsel's or other advisor's independence from management, including the factors specified in NYSE's Corporate Governance Standards or other listing rules, to evaluate whether the services to be performed will raise any conflict of interest or compromise the independence of such consultant, legal counsel or other advisor.

Nominating and Corporate Governance Committee. The initial members of the Nominating and Corporate Governance Committee will be Mr. Crawford, Ms. Digilio and Mr. Hirsh, with Mr. Crawford serving as chair. As noted above, our board of directors has determined that each of Mr. Crawford, Ms. Digilio and Mr. Hirsh is independent, as defined by the rules of the NYSE. The Nominating and Corporate Governance Committee will be responsible for recommending candidates for election to our board of directors. In making its recommendations, the Nominating and Corporate Governance Committee will review a candidate's qualifications and any potential conflicts of interest and assess contributions of current directors in connection with his or her re-nomination. The Nominating and Corporate Governance Committee will also be responsible, among its other duties and responsibilities, for making recommendations to our board of directors or otherwise acting with respect to corporate

governance policies and practices, including size and membership qualifications for our board of directors, new director orientation, committee structure and membership, related party transactions and communications with stockholders and other interested parties.

Our board of directors is expected to adopt a written charter for each of the Audit Committee, the Compensation Committee and the Nominating and Corporate Governance Committee. These charters will be posted on our website in connection with the separation.

Compensation Committee Interlocks and Insider Participation

During our fiscal year ended December 31, 2023, we were not a separate or independent company and did not have a Compensation Committee or any other committee serving a similar function. Decisions as to the compensation for that fiscal year of those who will serve as our executive officers were made by HHH, as described in the section entitled "Executive Compensation."

Code of Business Conduct and Ethics

In connection with the separation, we will adopt a Code of Business Conduct and Ethics (the "Code of Conduct"). The Code of Conduct will set forth Company policies, expectations and procedures on a number of topics, including but not limited to conflicts of interest, compliance with laws, rules and regulations (including insider trading laws), honesty and ethical conduct and quality. The Code of Conduct will also set forth procedures for reporting violations of the Code of Conduct and investigations thereof. If our board of directors grants any waivers from our Code of Conduct to any of our directors or executive officers, or if we amend our Code of Conduct, we will, if required, disclose these matters through our website within four business days following such waiver or amendment. Our website, and the information contained therein, or connected thereto, is not incorporated by reference into this information statement.

Procedures for Treatment of Complaints Regarding Accounting, Internal Accounting Controls and Auditing Matters

In accordance with the Sarbanes-Oxley Act, our Board will establish a process for stockholders and interested parties to communicate with our board of directors and to report complaints or concerns relating to our accounting, internal accounting controls or auditing matters. Complaints or concerns relating to our accounting, internal accounting controls or auditing matters will be referred to members of the Audit Committee.

Website Disclosure

The Corporate Governance Guidelines and Code of Conduct will be posted on our website, www.seaportentertainment.com, in connection with the separation.

EXECUTIVE COMPENSATION

We have prepared this disclosure in connection with our separation from HHH. Prior to our separation from HHH, the Company has been a subsidiary of HHH, and therefore, its historical compensation program has been primarily determined by HHH's senior management and the compensation committee of the HHH Board (the "HHH Compensation Committee"). Since the information presented in the compensation tables of this information statement relates to the 2023 fiscal year, which ended on December 31, 2023, this discussion focuses primarily on HHH's compensation program and decisions as they applied to our Chief Executive Officer ("CEO"), Anton Nikodemus, with respect to his 2023 compensation while we were part of HHH. This section also presents certain compensation information for our Chief Financial Officer, Matthew Partridge, who, with Mr. Nikodemus, is expected to serve as an executive officer of the Company immediately following the separation. Mr. Nikodemus commenced employment with HHH at the end of 2023 and thus is included as a named executive officer ("NEO") in the 2023 Summary Compensation Table and the Outstanding Equity Awards at 2023 Fiscal Year-End table below. Because Mr. Partridge commenced employment in April 2024 and did not receive any compensation from HHH during 2023, he is not included in the executive compensation tables below. See "—Executive Compensation Arrangements—Partridge Employment Agreement" for a description of Mr. Partridge's employment agreement.

Our Compensation Committee has not yet been established. In connection with the separation, our board of directors intends to form our Compensation Committee. We expect that following the separation, our Compensation Committee will determine the compensation program for our executive officers.

Executive Compensation Tables

In 2023, the HHH Compensation Committee reviewed and administered the compensation program for our CEO. The executive compensation tables below present certain 2023 compensation information for our CEO reflecting compensation paid by HHH. The overall compensation package described below, and the components thereof, may not necessarily be indicative of the compensation that our executive officers will receive from us following the separation. All stock-based awards presented in the following tables and narrative discussion reflect awards covering common shares of HHH.

2023 Summary Compensation Table

The following table sets forth information concerning our CEO's compensation for the year ended December 31, 2023.

Name and Principal Position Following the Separation [1]	Year	Salary ($)[2]	Stock Awards ($) [3]	Total
Anton Nikodemus *Chief Executive Officer*	2023	4,808	2,400,020	2,404,828

(1) The principal position shown in this column reflects the principal position that Mr. Nikodemus will hold with the Company following our separation from HHH. Mr. Nikodemus' principal position with HHH during fiscal 2023 was Chief Executive Officer of HHH Seaport Division.

(2) Mr. Nikodemus' salary amount in the table above reflects the pro-rated salary payments made to Mr. Nikodemus for his partial year of employment with HHH in 2023, based on an annual base salary rate of $1,250,000 per year.

(3) The amount reported in the "Stock Awards" column represents the aggregate grant date fair value of the restricted stock award (time-based vesting) granted to Mr. Nikodemus in 2023, computed in accordance with Financial Accounting Standards Board Accounting Standards Codification 718, Compensation – Stock Compensation ("ASC Topic 718"). Pursuant to SEC rules, the amount shown in this column excludes the impact of estimated forfeitures related to service-based vesting conditions. HHH provides information regarding the assumptions used to calculate the value of stock awards in Note 11 to the consolidated financial statements included in HHH's Annual Report on Form 10-K for the year ended December 31, 2023.

Narrative to Summary Compensation Table

2023 Salary

Our CEO receives a base salary to compensate him for services rendered to HHH. The base salary payable to Mr. Nikodemus is intended to provide a fixed component of compensation reflecting his skill set, experience, role and responsibilities. His 2023 annual base salary was $1,250,000. As noted above, the actual salary payments

received by Mr. Nikodemus in 2023 were pro-rated based on his start date. Mr. Nikodemus' annual base salary has not been increased for 2024.

Annual Bonus

Mr. Nikodemus did not participate in the HHH annual bonus program or an annual bonus program for the Company in 2023. Pursuant to the terms of his employment agreement, Mr. Nikodemus will be eligible to receive an annual bonus beginning in fiscal year 2024. We have not established an annual bonus program for 2024. See "—Executive Compensation Arrangements—Nikodemus Employment Agreement" below.

Equity Compensation

On December 29, 2023, HHH granted Mr. Nikodemus a time-based restricted stock ("TBRS") award covering 28,054 shares of HHH common stock under the Howard Hughes Corporation 2020 Equity Incentive Plan (the "HHH 2020 Plan").

The TBRS award granted to Mr. Nikodemus vests as to one-third of the award on each of the first three anniversaries of the grant date, subject to Mr. Nikodemus' continued service through the applicable vesting date. In the event that Mr. Nikodemus' service is terminated without "cause" or for "good reason" (as such terms are defined in his employment agreement), due to a non-renewal of his employment agreement by HHH or the Company (as applicable) or due to his death or permanent disability, in any case, all restricted shares subject to the award will vest (to the extent not already vested).

Mr. Nikodemus' TBRS award will be adjusted in connection with the separation. See "Certain Relationships and Related Party Transactions—Agreements with HHH—Employee Matters Agreement—Equity Award Treatment" for a detailed description of the treatment of equity-based awards in connection with the separation.

Retirement Plans

HHH maintains a 401(k) retirement savings plan for its employees who satisfy certain eligibility requirements. In 2024, Mr. Nikodemus and Mr. Partridge are eligible to participate in the 401(k) plan on the same terms as other full-time employees. The Code allows eligible employees to defer a portion of their compensation, within prescribed limits, on a pre-tax basis through contributions to the 401(k) plan. Currently, HHH matches contributions made by participants in the 401(k) plan up to a specified percentage of the employee contributions, and these matching contributions are fully vested as of the date on which the contribution is made.

Employee Benefits and Perquisites

HHH currently provides employees, including Mr. Nikodemus and Mr. Partridge, with a variety of employee welfare benefits including medical benefits, disability benefits, life insurance and accidental death and dismemberment insurance, which are generally provided to other full-time employees. HHH also provides select executives, including Mr. Nikodemus and Mr. Partridge, with disability insurance and travel insurance benefits which are generally not provided to other employees, and for which HHH pays the full amount of the applicable premiums.

Outstanding Equity Awards at 2023 Fiscal Year-End

The following table summarizes the number of shares of HHH common stock underlying outstanding equity incentive plan awards for each NEO as of December 31, 2023.

		Stock Awards	
Name	Date of Grant	Number of Shares or Units of Stock That Have Not Vested (#)	Market Value of Shares or Units of Stock That Have Not Vested ($)[1]
Anton Nikodemus	12/29/2023	28,054 [2]	$2,400,020

(1) Amount is calculated based on multiplying the number of shares shown in the table by the per share closing price of HHH common stock on December 29, 2023 (the last trading day of 2023), which was $85.55.

(2) This TBRS award was granted effective December 29, 2023 under the HHH 2020 Plan and vests as to one-third of the award on each of the first three anniversaries of December 29, 2023, subject to Mr. Nikodemus' continued service through the applicable vesting date. In the event that Mr. Nikodemus' service is terminated without cause or for good reason, due to a non-renewal of his employment agreement by HHH or the Company (as applicable) or due to his death or permanent disability, in any case, all restricted shares subject to the award will vest (to the extent not already vested).

Executive Compensation Arrangements

Nikodemus Employment Agreement

HHH entered into an employment agreement with Mr. Nikodemus to serve as the Chief Executive Officer of HHH Seaport Division, effective December 29, 2023 (the "Nikodemus Employment Agreement"), which contemplates the assignment of the Nikodemus Employment Agreement by HHH to us in connection with the separation (as used herein, the "Employer" will refer to HHH prior to such assignment and the Company upon and following such assignment). The initial term of the Nikodemus Employment Agreement expires on December 29, 2028, unless earlier terminated. Thereafter, the term shall renew automatically for additional periods of one year, unless either party provides notice of non-renewal at least 60 days prior to the automatic renewal. Under the Nikodemus Employment Agreement, Mr. Nikodemus' annual base salary is $1,250,000, and he will be eligible to earn an annual cash bonus (commencing in 2024) in the targeted amount of 100% of his annual base salary, based upon the achievement of performance goals established by the Employer's compensation committee. If the Employer's compensation committee establishes a minimum overall performance goal that Mr. Nikodemus is required to achieve to receive an annual bonus and the minimum goal is achieved, then the annual bonus for such calendar year shall be equal to at least 50% of the target, but no more than 150% of the target bonus. Pursuant to the Nikodemus Employment Agreement, Mr. Nikodemus was paid a one-time cash bonus of $1,000,000 in February 2024 (50% of which was deferred by Mr. Nikodemus under the HHH nonqualified deferred compensation plan).

In addition to the TBRS award granted to Mr. Nikodemus on December 29, 2023, the Nikodemus Employment Agreement provides for the grant by the Company to Mr. Nikodemus of a long-term incentive ("LTI") award consisting of shares of restricted stock, a stock option having a per share exercise price equal to 100% of the fair market value of a share of our common stock on the date of grant and a stock option having a per share exercise price equal to 150% of the fair market value of a share of our common stock on the date of grant, each representing one-third of the value of the LTI award. The LTI award will be granted as soon as reasonably practicable following the date on which the Company begins trading on a nationally recognized securities exchange and has filed a Form S-8 and will have an aggregate value equal to $10,000,000, and each award will cliff-vest on the five-year anniversary of the date on which the Company begins trading on a nationally-recognized securities exchange.

In connection with Mr. Nikodemus' relocation to the New York City, New York metropolitan area following his commencement of employment, he is eligible to receive temporary housing for up to 12 months and reimbursement of relocation expenses up to $200,000.

Pursuant to the Nikodemus Employment Agreement, in the event that Mr. Nikodemus terminates his employment for "good reason" or is terminated by the Employer without "cause" (other than due to non-renewal,

death or disability), the Employer will pay and provide Mr. Nikodemus, in addition to his previously accrued benefits and compensation, the following:

(1) a prorated portion of the target annual cash bonus, based upon the number of days elapsed during the applicable calendar year in which he was employed;

(2) an amount equal to the sum of Mr. Nikodemus' annual base salary and target annual cash bonus; and

(3) all outstanding and unvested time-vesting equity awards, if any, will fully vest, and all outstanding performance-vesting equity awards will remain outstanding and continue to vest based on the achievement of the performance metrics.

Pursuant to the Nikodemus Employment Agreement, in the event that Mr. Nikodemus' employment terminates due to (i) the Employer's non-renewal of the Nikodemus Employment Agreement after the expiration of the initial term ending on December 29, 2028 or any subsequent one-year renewal period or (ii) Mr. Nikodemus' death or disability, in any case, the Employer will pay and provide Mr. Nikodemus (or his estate), in addition to his previously accrued benefits and compensation, the following:

(1) a prorated portion of the target annual cash bonus, based upon the number of days elapsed during the applicable calendar year in which he was employed; and

(2) all outstanding and unvested time-vesting equity awards, if any, will fully vest and all outstanding performance-vesting equity awards will remain outstanding and continue to vest based on the achievement of the performance metrics.

Pursuant to the Nikodemus Employment Agreement, in the event that Mr. Nikodemus terminates his employment for "good reason" or his employment is terminated by the Employer without "cause," in either case, in connection with, or within 12 months following, a change in control, the Employer will pay and provide Mr. Nikodemus, in addition to his previously accrued benefits and compensation, the following:

(1) a prorated portion of the target annual cash bonus based upon the number of days elapsed during the applicable calendar year in which he was employed;

(2) an amount equal to two times the sum of Mr. Nikodemus' annual base salary and the target annual cash bonus; and

(3) all outstanding and unvested time-vesting equity awards, if any, will fully and immediately vest and all outstanding performance-vesting equity awards will vest at the greater of (a) 100% of the number of shares of common stock granted pursuant to each such award and (b) the performance level achieved as of the termination date.

Receipt of the severance payments and benefits set forth above is contingent upon Mr. Nikodemus executing and not revoking a release of claims in favor of the Employer.

Under the Nikodemus Employment Agreement, Mr. Nikodemus is also subject to certain restrictive covenants regarding confidentiality, non-disparagement, non-solicitation and non-competition. The non-solicitation and non-competition covenants apply during the term of Mr. Nikodemus' employment and for the 12-month period following his termination of employment for any reason.

Partridge Employment Agreement

HHH entered into an employment agreement with Mr. Partridge to serve as the Chief Financial Officer of HHH Seaport Division, effective April 1, 2024 (the "Partridge Employment Agreement"), which contemplates the assignment of the Partridge Employment Agreement by HHH to us in connection with the separation (as used herein, the "Employer" will refer to HHH prior to such assignment and the Company upon and following such assignment). While Mr. Partridge did not commence employment with HHH in 2023 and thus is not an NEO for

purposes of the executive compensation tables above, Mr. Partridge may be considered an NEO of the Company in the future. As such, we have provided a description of the Partridge Employment Agreement here.

The initial term of the Partridge Employment Agreement expires on April 1, 2029, unless earlier terminated. Thereafter, the term shall renew automatically for additional periods of one year, unless either party provides notice of non-renewal at least 60 days prior to the automatic renewal. Under the Partridge Employment Agreement, Mr. Partridge's annual base salary is $550,000, and he will be eligible to earn an annual cash bonus (commencing in 2024) in the targeted amount of 75% of his annual base salary, based upon the achievement of performance goals established by the Employer's compensation committee. If the Employer's compensation committee establishes a minimum overall performance goal that Mr. Partridge is required to achieve to receive an annual bonus and the minimum goal is achieved, then the annual bonus for such calendar year shall be equal to at least 50% of the target, but no more than 150% of the target bonus. Pursuant to the Partridge Employment Agreement, Mr. Partridge was paid a one-time cash bonus of $200,000 in April 2024, a prorated portion of which is subject to clawback in the event that the Employer terminates Mr. Partridge's employment for "cause" (as such term is defined in the Partridge Employment Agreement) or Mr. Partridge voluntarily resigns, in either case, prior to the 18-month anniversary of Mr. Partridge's start date.

Mr. Partridge was granted an initial TBRS award on April 1, 2024 covering 14,081 shares of HHH common stock, which vests as to one-third of the award on each of the first three anniversaries of the grant date, subject to his continued service through the applicable vesting date. In the event that Mr. Partridge's service is terminated without "cause" or for "good reason" (as such terms are defined in the Partridge Employment Agreement), due to a non-renewal of his employment agreement by the Employer or due to his death or permanent disability, in any case, all restricted shares subject to the award will vest (to the extent not already vested).

In addition to the TBRS award granted to Mr. Partridge on April 1, 2024, the Partridge Employment Agreement provides that during each calendar year during the term of the Partridge Employment Agreement commencing in 2024, Mr. Partridge will be eligible to receive an annual long-term incentive ("LTI") equity or equity-based award with an aggregate target value equal to $900,000 and with the actual amount of the LTI award based on the achievement of the annual bonus performance metrics applicable to Mr. Partridge. 50% of each annual LTI award shall provide for pro rata time vesting over three years, subject to Mr. Partridge's continued service through the applicable vesting date, and the other 50% of the annual LTI award shall provide for performance-based vesting. The annual LTI award will be granted to Mr. Partridge at the same time as annual equity or equity-based grants are made to other senior executives of the Company, but in no event later than March 15 of the applicable year.

In connection with Mr. Partridge's relocation to the New York City, New York metropolitan area following his commencement of employment, he is eligible to receive temporary housing for up to 12 months and reimbursement of relocation expenses up to $40,000.

Pursuant to the Partridge Employment Agreement, in the event that Mr. Partridge terminates his employment for "good reason" or is terminated by the Employer without "cause" (other than due to non-renewal, death or disability), the Employer will pay and provide Mr. Partridge, in addition to his previously accrued benefits and compensation, the following:

(1) a prorated portion of Mr. Partridge's target annual cash bonus, based upon the number of days elapsed during the applicable calendar year in which he was employed;

(2) an amount equal to the sum of Mr. Partridge's annual base salary and target annual cash bonus; and

(3) all outstanding and unvested time-vesting equity awards, if any, will fully vest, and all outstanding performance-vesting equity awards will remain outstanding and continue to vest based on the achievement of the performance metrics.

Pursuant to the Partridge Employment Agreement, in the event that Mr. Partridge's employment terminates due to (i) the Employer's non-renewal of the Partridge Employment Agreement after the expiration of the initial term ending on April 1, 2029 or any subsequent one-year renewal period or (ii) Mr. Partridge's death or disability, in any

case, the Employer will pay and provide Mr. Partridge (or his estate), in addition to his previously accrued benefits and compensation, the following:

(1) a prorated portion of Mr. Partridge's target annual cash bonus, based upon the number of days elapsed during the applicable calendar year in which he was employed; and

(2) all outstanding and unvested time-vesting equity awards, if any, will fully vest, and all outstanding performance-vesting equity awards will remain outstanding and continue to vest based on the achievement of the performance metrics.

Pursuant to the Partridge Employment Agreement, in the event that Mr. Partridge terminates his employment for "good reason" or his employment is terminated by the Employer without "cause," in either case, in connection with, or within 12 months following, a change in control, the Employer will pay and provide Mr. Partridge, in addition to his previously accrued benefits and compensation, the following:

(1) a prorated portion of Mr. Partridge's target annual cash bonus based upon the number of days elapsed during the applicable calendar year in which he was employed;

(2) an amount equal to two times the sum of Mr. Partridge's annual base salary and target annual cash bonus; and

(3) all outstanding and unvested time-vesting equity awards, if any, will fully and immediately vest, and all outstanding performance-vesting equity awards will vest at the greater of (a) 100% of the number of shares of common stock granted pursuant to each such award and (b) the performance level achieved as of the termination date.

Receipt of the severance payments and benefits set forth above is contingent upon Mr. Partridge executing and not revoking a release of claims in favor of the Employer.

Under the Partridge Employment Agreement, Mr. Partridge is also subject to certain restrictive covenants regarding confidentiality, non-disparagement, non-solicitation and non-competition. The non-solicitation and non-competition covenants apply during the term of Mr. Partridge's employment and for the 12-month period following his termination of employment for any reason.

Accelerated Vesting of Equity Awards

The TBRS award held by our NEO is eligible to vest upon certain terminations of his employment. See "Outstanding Equity Awards at 2023 Fiscal Year-End" for a description of these accelerated vesting provisions.

Equity Incentive Plan

We expect that, in connection with the separation, our board of directors will adopt, subject to approval by HHH as our sole stockholder, the Seaport Entertainment Group Inc. 2024 Equity Incentive Plan (the "Equity Incentive Plan"), pursuant to which we may grant equity-based and other incentive awards to eligible service providers. Awards that had originally been granted under the Howard Hughes Corporation Amended and Restated 2010 Incentive Plan or the HHH 2020 Plan that have been adjusted or converted into awards covering shares of our common stock in accordance with the terms of the employee matters agreement (the "adjusted awards") will also be subject to the terms of the Equity Incentive Plan.

The following is a summary of the expected material terms of the Equity Incentive Plan.

Administration

The Equity Incentive Plan will be administered by our Compensation Committee. The authority of the Compensation Committee includes, among other things, selecting award recipients, establishing award terms and conditions, granting awards, construing any ambiguous provision of the Equity Incentive Plan or in any award agreement issued thereunder and adopting modifications and amendments to the Equity Incentive Plan or any award

agreement, subject to the terms of the Equity Incentive Plan. Our board of directors may also exercise the full power to administer the Equity Incentive Plan in its discretion.

The Compensation Committee may, subject to applicable law, delegate to one or more of its members or one or more executive officers of the Company such administrative duties or powers as it may deem advisable.

Eligibility

Subject to the terms of the Equity Incentive Plan, the Compensation Committee may grant awards to any of our employees, directors or consultants who provide services to us, but incentive stock options may be granted only to our employees.

Shares Available for Grants

Subject to adjustment as provided in the Equity Incentive Plan, the maximum number of shares of common stock available for issuance pursuant to awards under the Equity Incentive Plan (the "Absolute Share Limit") is 6,800,000 shares, inclusive of shares subject to adjusted awards. These shares may be shares of original issuance or treasury shares or a combination of the foregoing. Shares of our common stock issued under any plan assumed by the Company in any corporate transaction will not count against the Absolute Share Limit, nor will any awards granted in substitution for outstanding awards previously granted by an entity directly or indirectly acquired by the Company or with which the Company combines.

If any award expires, is forfeited, canceled or otherwise terminated without the issuance of shares of our common stock, or is otherwise settled for cash, the shares subject to that award, to the extent of the forfeiture, cancellation, expiration, termination or settlement for cash, will again be available for granting of awards under the Equity Incentive Plan. However, any shares (i) withheld or tendered in payment of an applicable exercise price, grant price, strike price or taxes relating to any award, or (ii) repurchased by the Company using proceeds from exercise of a stock option, shall be deemed to constitute shares issued to the applicable participant and will not be again available for awards under the Equity Incentive Plan. In addition, the gross number of shares underlying a stock-settled stock appreciation right, restricted stock unit or other stock-based award shall reduce the Absolute Share Limit when such award is settled in shares.

Director Award Limits

The aggregate awards granted under the Equity Incentive Plan to any non-employee director during any fiscal year shall not exceed a total value of $675,000 (calculated based on the grant date fair value of such awards for financial reporting purposes). Adjusted awards and substitute awards as described above are not counted for purposes of this limitation.

Minimum Vesting Requirement

A number of shares equal to no more than 5% of the Absolute Share Limit (as adjusted under the Equity Incentive Plan) shall be subject to awards with vesting conditions that lapse over a period of less than one year. However, an award to a non-employee director may be granted on or promptly following our annual meeting of stockholders in a given year that vests upon the annual meeting of stockholders in the following year and that occurs at least 50 weeks following such preceding meeting without counting against this limitation.

Types of Awards

The Equity Incentive Plan provides for grants of stock options, stock appreciation rights, restricted stock, restricted stock units and other stock-based awards. The Compensation Committee may condition the grant of any award under the Equity Incentive Plan, or the vesting or exercisability of any such award, on one or more conditions as the Compensation Committee determines (including, without limitation, a requirement that a participant provide continuous services to the Company and its affiliates for a specified period of time and/or that certain subjective or objective performance goals are satisfied). The principal terms and features of the various forms of awards are set forth below:

Stock Options. Stock options entitle the participant to purchase shares of our common stock at a price not less than the fair market value per share on the grant date, except with respect to adjusted awards (in accordance with the employee matters agreement). Stock options may be incentive stock options intended to qualify under Section 422 of the Code, or non-qualified stock options. The Compensation Committee may establish procedures through which the exercise price is payable in cash or by check, by a cashless broker-assisted exercise, by the transfer to the Company of shares of our common stock owned by the participant, by the Company withholding shares of our common stock otherwise deliverable to the participant upon the exercise of the stock option, by a combination of these payment methods or by any other method that the Compensation Committee may approve. No stock option will be exercisable more than 10 years after the grant date.

Stock Appreciation Rights. A stock appreciation right is a right to receive from the Company an amount equal to the fair market value of the underlying share on the date of exercise less the grant price (or strike price) of the stock appreciation right. The amount payable by us upon the exercise of a stock appreciation right may be paid in cash, shares of our common stock, other property or any combination thereof. Stock appreciation rights can be tandem (i.e., granted with stock options to provide an alternative to the exercise of the option rights) or freestanding. Tandem appreciation rights may only be exercised at a time when the related option right is exercisable, and require that the related stock option be surrendered for cancellation. No stock appreciation right will be exercisable more than 10 years after the grant date.

Restricted Stock. A grant of restricted stock constitutes an immediate transfer to the participant of the ownership of shares of our common stock. Restricted stock generally entitles the holder to voting and dividend rights. However, these rights are generally subject to satisfaction of the same vesting conditions as the underlying restricted stock. While restricted stock remains unvested, the transferability of the restricted stock may be prohibited or restricted in the manner and to the extent prescribed by the Compensation Committee on the grant date. Grants of restricted stock may require that any or all dividends or other distributions paid during the period of the vesting restrictions be automatically deferred and reinvested in additional shares of restricted stock or paid in cash, which may be subject to the same restrictions as the underlying award.

Restricted Stock Units. A grant of restricted stock units constitutes an unfunded and unsecured promise to deliver shares of our common stock, cash, other securities or other property, subject to any vesting restrictions established by the Compensation Committee at the time of grant. Unless otherwise determined by the Compensation Committee in an award agreement, restricted stock units do not entitle the holder to any rights or privileges as a stockholder (e.g., voting or dividend rights with respect to the underlying shares of common stock).

Other Stock-Based Awards. The Compensation Committee may grant to any participant other awards that may be denominated or payable in, valued in whole or in part by reference to or otherwise based on or related to shares of our common stock. These awards may include, without limitation, deferred stock units and other phantom awards.

Adjustments

In the event of any corporate transaction or event involving the Company or any of our affiliates, such as a merger, consolidation, reorganization, recapitalization, separation, stock dividend, stock split, reverse stock split, split up, spin-off, combination of shares, exchange of shares, dividend in kind, amalgamation or similar corporate event or transaction (including, without limitation, a "change of control") that the Compensation Committee determines, in its sole discretion, could result in dilution or enlargement of the rights intended to be granted to, or available for, participants, the Compensation Committee shall substitute or adjust, as it deems equitable in its sole discretion: (i) the number and kind of shares or other property that may be issued under the Equity Incentive Plan (including the number of shares reserved for issuance under the plan) or under particular forms of awards, (ii) the number and kind of shares or other property subject to outstanding awards, (iii) the exercise price, grant price, strike price or purchase price applicable to outstanding awards, (iv) the annual director award limit, and/or (v) other value determinations applicable to the Equity Incentive Plan or outstanding awards.

Change of Control

Upon the occurrence of a "change of control" (as defined in the Equity Incentive Plan), unless otherwise stated in an award agreement or an applicable employment agreement, the Compensation Committee shall make one or more of the following adjustments to the terms and conditions of outstanding awards:

(i) continuation or assumption of such outstanding awards by the Company (if it is the surviving company or corporation) or by the surviving company or corporation or its parent; or

(ii) substitution by the surviving company or corporation or its parent of awards with substantially the same value (as determined by the Compensation Committee in its sole discretion, and which may be based on the intrinsic (or "spread") value in the case of options and stock appreciation rights) and vesting terms for such outstanding awards.

However, any options and stock appreciation rights with an exercise price, grant price or strike price (as applicable) that is equal to or greater than the per share value to be paid in the transaction to the holders of the Company's common shares (or, if no such consideration is paid, the fair market value of a share at the time of such transaction) shall be canceled for no consideration.

In addition, except as otherwise provided in an applicable employment agreement or award agreement, any unvested portion of such continued, assumed or substituted awards shall vest in full upon a participant's termination without "cause" (as defined in the Equity Incentive Plan) that occurs within 12 months following the consummation of the "change of control" transaction, with any applicable performance metrics deemed achieved at a level established by the Compensation Committee in its sole discretion prior to such consummation.

Non-Transferability of Awards

Unless otherwise determined by the Compensation Committee, awards under the Equity Incentive Plan are generally not assignable or transferable by participants except in the event of death, subject to the applicable laws of descent and distribution. An award exercisable after the death of a participant may be exercised by the participant's heirs, legatees, personal representatives or distributees, subject to the Compensation Committee's being furnished with a written notice of such transfer and a copy of evidence deemed necessary by the Compensation Committee to establish the validity of such transfer.

Dividends and Dividend Equivalents

The Compensation Committee in its sole discretion may provide as part of an award dividends or dividend equivalents, on such terms and conditions as may be determined by the Compensation Committee in its sole discretion consistent with the following: (i) any dividends payable in respect of restricted stock awards that remain subject to vesting conditions shall be retained by the Company and delivered to the participant within 15 days following the date on which such restrictions on such restricted stock awards lapse and, if such restricted stock is forfeited, the participant shall have no right to such dividends and (ii) to the extent provided in an award agreement, dividends attributable to any other type of award shall be distributed to the participant in cash or, in the sole discretion of the Compensation Committee, in shares of our common stock having a fair market value equal to the amount of such dividends, upon the settlement of such award and, if such award is forfeited, the participant shall have no right to such dividends.

Clawback/Repayment

All awards are subject to reduction, cancellation, forfeiture or recoupment to the extent necessary to comply with (i) any clawback, forfeiture, or other similar policy adopted by our board of directors or the Compensation Committee and as in effect from time to time and (ii) applicable law. Unless otherwise determined by the Compensation Committee, to the extent that a participant receives any amount in excess of the amount that the participant should otherwise have received under the terms of the award for any reason (including, without limitation, by reason of a financial restatement, mistake in calculations, or other administrative error), the participant will be required to repay us any such excess amount.

Detrimental Activity

If a participant has engaged in any "detrimental activity" (as defined in the Equity Incentive Plan) as determined by the Compensation Committee, the Compensation Committee may, in its sole discretion, provide for one or more of the following: (i) cancellation of any or all of such participant's outstanding awards or (ii) forfeiture and repayment to us on any gain realized on the vesting, exercise, or settlement of any awards previously granted to such participant.

Amendment and Termination

The Compensation Committee may at any time amend, alter, suspend, discontinue or terminate the Equity Incentive Plan, in whole or in part, or any award granted thereunder. Except as necessary to comply with applicable law, no amendment may materially diminish the rights of any participant with respect to an outstanding award without his or her consent.

In addition, except in connection with certain corporate transactions or a "change of control," the Compensation Committee may not alter the Equity Incentive Plan without stockholder approval if: (i) the approval is necessary to comply with applicable law; (ii) the action increases the shares of our common stock available for issuance under the Equity Incentive Plan; (iii) the action materially increases certain benefits under the Equity Incentive Plan or changes its eligibility requirements; or (iv) the action (x) reduces the exercise price of outstanding stock options or grant price/strike price of outstanding stock appreciation rights, (y) cancels outstanding stock options or stock appreciation rights in exchange for cash, other awards or stock options or stock appreciation rights with an exercise price or grant price/strike price, as applicable, that is less than the exercise price of the original stock options or grant price/strike price of the original stock appreciation rights, as applicable, in each case with greater intrinsic value (if any) than the canceled option or stock appreciation right, or (z) results in a "repricing" for purposes of the stockholder approval rules of any securities exchange or inter-dealer quotation system on which our common stock is listed or quoted.

No grant will be made under the Equity Incentive Plan after the 10th anniversary of the earlier of (i) its adoption by our board of directors or (ii) its approval by HHH as our sole stockholder, but all grants made on or prior to that date (or the earlier termination thereof) will continue in effect subject to the terms of the applicable award agreement and the Equity Incentive Plan.

Adjusted Awards

Each adjusted award shall be subject to terms and conditions consistent with the applicable terms and conditions set forth in the applicable HHH equity incentive plan under which the original HHH award was granted and the award agreement in effect for such adjusted award immediately prior to the separation, each as deemed modified in order to reflect (i) the adjustment or conversion of such adjusted award pursuant to the employee matters agreement, (ii) that the Company is the issuer of the shares subject to the adjusted award, and (iii) the participant's status as an employee, director or consultant of the Company or HHH, as applicable, following the separation. With respect to adjusted awards, references to employment or service, or termination of employment or service shall be deemed to refer to employment or service, or termination of employment or service, with the Company or HHH, whichever is the applicable service recipient with respect to the participant following the separation.

DIRECTOR COMPENSATION

We did not have a board of directors in 2023. As such, none of the members of our board of directors received compensation for service on our board in 2023.

In connection with the separation, we intend to adopt and implement a compensation program for our non-employee directors. The terms of this program have not yet been determined.

CERTAIN RELATIONSHIPS AND RELATED PARTY TRANSACTIONS

Agreements with HHH

Following the separation, we and HHH will operate separately, each as an independent public reporting company. We and HHH will enter into a separation agreement that will effectuate the separation and distribution, as well as a transition services agreement, a tax matters agreement and an employee matters agreement. The Separation Agreement, transition services agreement, tax matters agreement and employee matters agreement will provide a framework for our relationship with HHH after the separation and provide for the allocation between Seaport Entertainment and HHH of HHH's assets, liabilities and obligations attributable to periods prior to, at and after our separation from HHH. The following summaries of the Separation Agreement, transition services agreement, employee matters agreement and tax matters agreement are each qualified in their entirety by reference to the full text of their respective agreements. The forms of the agreements listed above will be filed as exhibits to the registration statement on Form 10 of which this information statement is a part.

Separation Agreement

We intend to enter into a separation agreement with HHH immediately prior to the distribution of our common stock to HHH stockholders. The Separation Agreement will set forth our agreements with HHH regarding the principal actions to be taken in connection with the separation. It will also set forth other agreements that govern certain aspects of our relationship with HHH following the separation and distribution.

Transfer of Assets and Assumption of Liabilities

The Separation Agreement will identify assets to be transferred, liabilities to be assumed and contracts to be allocated to each of HHH and us as part of the internal reorganization transaction described herein, and will describe when and how these transfers, assumptions and assignments will occur, though many of the transfers, assumptions and assignments will have already occurred prior to the parties' entering into the Separation Agreement. The Separation Agreement will provide for those transfers of assets and assumptions of liabilities that are necessary in connection with the separation so that we and HHH retain or acquire the assets necessary to operate our respective businesses and retain or assume the liabilities allocated in accordance with the separation. The Separation Agreement will also provide for the settlement or extinguishment of certain liabilities and other obligations between us and HHH. In particular, the separation agreement will provide that, subject to the terms and conditions contained in the separation agreement:

- "Seaport Entertainment Assets" (as defined in the Separation Agreement), including, but not limited to, the equity interests of our subsidiaries, assets reflected on our pro forma balance sheet (unadjusted for any rights offerings or drawings under the Revolving Credit Agreement (as defined below)) and assets primarily (or in the case of business records and rights to indemnification, exclusively) relating to our business, will be retained by or transferred to us or one of our subsidiaries, except as set forth in the Separation Agreement or one of the other agreements described below;
- "Seaport Entertainment Liabilities" (as defined in the Separation Agreement), including, but not limited to, the following will be retained by or transferred to us or one of our subsidiaries:
    - all of the liabilities (whether or not such liabilities cease being contingent, mature, become known, are asserted or foreseen, or accrue, in each case before, at or after the effective time of the separation) to the extent related to, arising out of or resulting from our business;
    - all of the liabilities as of the effective time of the separation that would have resulted in such liabilities being included or reflected as liabilities or obligations of Seaport Entertainment or its subsidiaries on our pro forma balance sheet;
    - liabilities based upon, relating to or arising from our contracts;
    - liabilities based upon, relating to or arising from our intellectual property;

- liabilities based upon, relating to or arising out of our permits;
- liabilities based upon, relating to or arising out of our real property leases;
- liabilities based upon, relating to or arising out of our owned property;
- liabilities with respect to terminated, divested or discontinued businesses, assets or operations that were of such a nature that they would have been part of our business had they not been terminated, divested or discontinued;

- "Environmental Liabilities" (as defined in the Separation Agreement) arising at, prior to or after the effective time of the separation to the extent based upon, relating to or arising from the conduct of our business;
  - liabilities arising out of claims by any third party against us to the extent relating to, arising out of or resulting from our business or our assets; and
  - all assets and liabilities of HHH will be retained by HHH or one of its subsidiaries (other than us or one of our subsidiaries), except as set forth in the separation agreement or one of the other agreements described below and except for other limited exceptions that will result in us retaining or assuming certain other specified liabilities.

The allocation of liabilities with respect to taxes, except for payroll taxes and reporting and other tax matters expressly covered by the employee matters agreement, are generally covered by the tax matters agreement.

Except as expressly set forth in the Separation Agreement or any ancillary agreement, all assets will be transferred on an "as is," "where is" basis and the respective transferees will bear the economic and legal risks that any conveyance will prove to be insufficient to vest in the transferee good title, free and clear of any security interest, that any necessary approvals or notifications are not obtained or made or that any requirements of laws or judgments are not complied with. In general, neither we nor HHH will make any representations or warranties regarding any assets or liabilities transferred or assumed, any consents or approvals that may be required in connection with such transfers or assumptions, or any other matters.

Information in this information statement with respect to the assets and liabilities of the parties following the separation is presented based on the allocation of such assets and liabilities pursuant to the Separation Agreement, unless the context otherwise requires. Certain of the liabilities and obligations to be assumed by one party or for which one party will have an indemnification obligation under the Separation Agreement and the other agreements relating to the separation are, and following the separation may continue to be, the legal or contractual liabilities or obligations of another party. Each such party that continues to be subject to such legal or contractual liability or obligation will rely on the applicable party that assumed the liability or obligation or the applicable party that undertook an indemnification obligation with respect to the liability or obligation, as applicable, under the Separation Agreement, to satisfy the performance and payment obligations or indemnification obligations with respect to such legal or contractual liability or obligation.

Cash Contribution

Pursuant to the Separation Agreement, HHH will contribute approximately $23.4 million to us to provide additional liquidity following the separation and distribution.

Further Assurances; Separation of Guarantees

To the extent that any transfers of assets or assumptions of liabilities contemplated by the Separation Agreement have not been consummated on or prior to the date of the distribution, each party will agree to use commercially reasonable efforts to take or to cause to be taken all actions, and to do, or to cause to be done, all things reasonably necessary under applicable laws, regulations and agreements to consummate and make effective the transactions contemplated by the Separation Agreement and other transaction agreements. Additionally, we and HHH will use

commercially reasonable efforts to remove us and our subsidiaries as a guarantor of liabilities retained by HHH and its subsidiaries and to remove HHH and its subsidiaries as a guarantor of liabilities to be assumed by us.

Shared Contracts and Permits

In the event any contract or permit is not a Seaport Entertainment Asset and is shared between HHH and us, such contract or permit shall remain with HHH; however, the parties are required to take reasonable actions to cause the appropriate party to receive the benefit of the contract or permit after the separation is complete.

Release of Claims and Indemnification

Except as otherwise provided in the Separation Agreement or any ancillary agreement, each party will release and forever discharge the other party and its subsidiaries and affiliates from all liabilities of such party, liabilities arising from, or in connection with, the transactions and other activities to implement the separation and distribution and liabilities arising from or in connection with actions, inactions, events, omissions, conditions, facts or circumstances occurring or existing prior to the effective time of the separation (whether or not such liabilities cease being contingent, mature, become known, are asserted or foreseen, or accrue, in each case before, at or after the effective time of the separation) to the extent relating to, arising out of or resulting from such party's business, assets and liabilities. The releases will not extend to obligations or liabilities under any agreements between the parties that remain in effect following the separation pursuant to the Separation Agreement or any ancillary agreement. These releases will be subject to certain exceptions set forth in the Separation Agreement.

The Separation Agreement will provide for cross-indemnities that, except as otherwise provided in the Separation Agreement, are principally designed to place financial responsibility for the obligations and liabilities allocated to us under the Separation Agreement with us and financial responsibility for the obligations and liabilities allocated to HHH under the separation agreement. Specifically, each party will indemnify, defend and hold harmless the other party, its affiliates and subsidiaries and each of its past, present and future officers, directors, employees and agents for any losses relating to, arising out of or resulting from, directly or indirectly:

- the liabilities the indemnifying party assumed or retained pursuant to the Separation Agreement;
- any breach by the indemnifying party of the Separation Agreement or any ancillary agreement (unless such other ancillary agreement expressly provides for separate indemnification therein);
- any third-party claims that the use of the indemnifying party's intellectual property by the other party infringes the intellectual property rights of such third-party;
- any guarantee, indemnification or contribution obligation, letter of credit, bond or similar credit support commitment by the other party for the benefit of the indemnifying party; and
- any untrue statement or alleged untrue statement of material fact or omission by such indemnifying party in this information statement, the registration statement on Form 10 of which this information statement forms a part or any other disclosure document.

Each party's aforementioned indemnification obligations will be uncapped; provided that the amount of each party's indemnification obligations will be subject to reduction by any insurance proceeds received by the party being indemnified. The Separation Agreement will also specify procedures with respect to claims subject to indemnification and related matters. Indemnification with respect to taxes will be governed by the tax matters agreement.

Legal Matters

Except as otherwise set forth in the Separation Agreement or any ancillary agreement (or as otherwise described above), each party to the Separation Agreement will assume the liability for, and may elect to control, all pending, threatened and future legal matters related to its own business or its assumed or retained liabilities and will indemnify the other party for any liability arising out of or resulting from such legal matters.

Insurance

Following the separation, HHH will provide insurance coverage for us from the completion of the distribution through April 2025, after which we will be responsible for obtaining and maintaining at our own cost our own insurance coverage. Additionally, with respect to certain claims arising prior to the separation, we may seek coverage under HHH third-party insurance policies in effect prior to the separation to the extent that coverage may be available thereunder.

No Restriction on Competition

None of the provisions of the Separation Agreement includes any non-competition or other similar restrictive arrangements with respect to the range of business activities which may be conducted by either party.

No Hire and No Solicitation

Subject to customary exceptions, neither we nor HHH will, without the consent of the other party, solicit or hire any vice-president level and above employees of the other party or its subsidiaries for one year following the separation.

Dispute Resolution

If a dispute arises between us and HHH under the Separation Agreement, the parties will first seek to settle the matter amicably by negotiation in the normal course of business at the operational level for a 15-day period. If the parties are unable to resolve the dispute in such manner, executives of the parties will negotiate to resolve such dispute for an additional 30-day period. If the parties are unable to resolve the dispute in this manner then, unless otherwise agreed by the parties and except as otherwise set forth in the Separation Agreement, the dispute will be resolved through binding confidential arbitration.

Term/Termination

Prior to the effective time of the separation, HHH has the unilateral right to terminate or modify the terms of the Separation Agreement and related agreements. After the distribution, the term of the Separation Agreement is indefinite and it may only be terminated with the prior written consent of both HHH and us.

Separation Costs

All costs with respect to the separation incurred in connection with the transactions contemplated by the separation agreement will be borne 100% by HHH, in accordance with the Separation Agreement, except as otherwise provided by the tax matters agreement.

Any costs or expenses incurred by a party for actions requested by the other party to vest in such party all of the transferring party's right, title and interest to the assets allocated to such party shall be borne by the requesting party.

Termination of Intercompany Arrangements

Except as otherwise set forth in the Separation Agreement, upon completion of the separation, all intercompany agreements, arrangements, commitments or understandings between HHH or any subsidiary of HHH (other than us and our subsidiaries), on the one hand, and us or any of our subsidiaries, on the other hand, will be terminated, subject to certain exceptions.

Other Matters Governed by the Separation Agreement

Other matters governed by the Separation Agreement include, among others, confidentiality, access to and provision of records and treatment of outstanding guarantees and similar credit support.

Transition Services Agreement

We and HHH will enter into a transition services agreement that will be effective upon the distribution, pursuant to which HHH and its subsidiaries will provide to us and our subsidiaries, on an interim, transitional basis, certain services, including, but not limited to, information technology services, construction and development services, treasury services, human resources and property management. The charges for the transition services are generally expected to allow HHH to recover all internal and external costs and expenses it actually incurs in connection with providing the service without further markup and are calculated on a time and materials basis with pass-through of external costs.

The transition services will be provided in the manner and at a level substantially consistent with that which was provided to us in the 12 month period preceding the distribution date. The term for each of the transition services to be provided under the agreement will be set forth in the service schedules, and it is anticipated that all of the services will expire within 12 months following the distribution date, although information technology services may be extended for three months. The transition services will also be terminable by the service provider in the event of an uncured payment default by the service recipient, or by either party in the event of an uncured material breach by the other party. We can generally terminate any particular service prior to the scheduled expiration date, subject to a minimum notice period of 30 days.

HHH will not be liable to us for claims under the transition services agreement except for those arising out of their gross negligence or willful misconduct. Neither us nor HHH will be liable for any special, punitive, indirect, incidental or consequential damages except those arising from the respective party's gross negligence or willful misconduct.

Employee Matters Agreement

Prior to the distribution, we and HHH will enter into an employee matters agreement in connection with the separation, which will allocate liabilities and responsibilities relating to employment matters, employee compensation and employee benefits plans and programs, and other related matters. Pursuant to the employee matters agreement, except as otherwise provided in the transition services agreement, from and after the effective time of the separation and distribution, HHH will assume or retain all liabilities with respect to all HHH employees and former employees and all HHH compensation and employee benefit plans and arrangements, and we will assume or retain all liabilities with respect to all Seaport Entertainment employees and all Seaport Entertainment compensation and employee benefit plans and arrangements.

Equity Award Treatment. Pursuant to the employee matters agreement, HHH equity-based incentive awards that are outstanding immediately prior to the distribution will be treated as follows in connection with the distribution. The number of shares subject to (and in the case of stock options, the exercise price of) each award will be adjusted in a manner intended to preserve the aggregate intrinsic value of each award immediately prior to the distribution.

- *Stock Options*. Effective as of immediately prior to the distribution, each outstanding stock option covering shares of HHH common stock will be converted into an option covering shares of HHH common stock and an option covering shares of Seaport Entertainment common stock.
- *Time-Based Restricted Stock*. Effective as of immediately prior to the distribution, each HHH time-based restricted stock award that is held by an employee or non-employee director of HHH will be converted into a restricted stock award covering shares of HHH common stock and each HHH time-based restricted stock award that is held by an employee of Seaport Entertainment will be converted into a restricted stock award covering shares of Seaport Entertainment common stock.
- *Performance-Based Restricted Stock*. Effective as of immediately prior to the distribution:
    - Each HHH performance-based restricted stock award which vests based on achievement of absolute or relative HHH total shareholder return will be converted into a time-based restricted stock award covering a number of shares of common stock of the holder's post-distribution employer, based on actual achievement of the performance metrics applicable to the award as of the distribution date, and

will continue to be subject to the original vesting period following the distribution based on the holder's continued service with his or her post-distribution employer.

- Each HHH performance-based restricted stock award which vests based on achievement of HHH net asset value per share ("NAV") or adjusted NAV that is held by an HHH employee will be converted into an award covering shares of HHH common stock and will continue to be subject to the same terms and conditions following the effective time as applied to such award prior to the effective time of the separation, subject to adjustment of the applicable performance goals and/or performance calculation methodology in order to reflect the separation. Each performance-based restricted stock award which vests based on achievement of HHH NAV or adjusted NAV that is held by a Seaport Entertainment employee will be converted into a time-based restricted stock award covering a number of shares of Seaport Entertainment common stock based on the original number of shares subject to the award at the time of grant and will continue to be subject to the original vesting period following the distribution based on the holder's continued service with Seaport Entertainment.

Cash Incentive Programs. In connection with the distribution, we will assume responsibility for cash bonus and incentive payments to our employees with respect to performance periods under HHH programs that are open as of the effective time of the separation and any unpaid amounts that such employees have earned under such programs prior to the distribution date.

Retirement, Health and Welfare Plans. In connection with the distribution, our employees will cease to participate in HHH's 401(k) plan on or prior to the effective date of the separation, and we will establish a 401(k) plan for the benefit of Seaport Entertainment employees. Pursuant to the transition services agreement, Seaport Entertainment employees will continue to participate in HHH's health and welfare plans until December 31, 2024, subject to our reimbursement obligations to HHH thereunder. Following such transition period, we will establish and maintain health and welfare plans for the benefit of Seaport Entertainment employees.

Non-Qualified Deferred Compensation Plans. In connection with the distribution, our employees will cease to participate in the HHH non-qualified deferred compensation plan, and we will establish a deferred compensation plan for the benefit of Seaport Entertainment employees. The account balances of Seaport Entertainment employees will be transferred from the HHH non-qualified deferred compensation plan to our non-qualified deferred compensation plan.

Termination. Prior to the effective time of the separation, HHH has the unilateral right to terminate or modify the terms of the employee matters agreement. After the distribution, the term of the employee matters agreement is indefinite and may only be terminated with the prior written consent of both HHH and us.

Tax Matters Agreement

Prior to the distribution, we and HHH will enter into a tax matters agreement that will govern our respective rights, responsibilities and obligations with respect to tax liabilities and benefits, tax attributes, the preparation and filing of tax returns, the control of audits and other tax proceedings and certain other matters regarding taxes.

In general, we will be responsible for all U.S. federal, state, local and foreign taxes (and any related interest, penalties or audit adjustments) that are attributable to us or our businesses for any tax period (or portion thereof) beginning after the distribution. In addition, we will be responsible for taxes incurred by HHH or us relating to or arising out of any failure of the intended tax treatment of the separation or distribution which failure is attributable to certain acts or omissions by us, inaccuracies, misrepresentations or misstatements relating to us or certain events involving our stock or assets, except that we will generally not bear any such taxes resulting from corporate-level taxable gain to HHH under Section 355(e) of the Code, which would be incurred if there is a 50% or greater change in ownership, by vote or value, of HHH stock, our stock or stock of a successor of either HHH or us occurring as part of a plan or series of related transactions that includes the distribution. HHH will be responsible for taxes incurred by HHH or us relating to or arising out of any failure of the intended tax treatment of the separation or distribution which failure is attributable to certain acts or omissions by HHH, inaccuracies, misrepresentations or misstatements relating to HHH or certain events involving HHH's stock or assets. Any other taxes incurred by HHH

or us arising out of the separation and distribution, not described above, will generally be shared equally by HHH and us.

The tax matters agreement will require us to comply with the representations, covenants and agreements made to legal counsel in connection with the tax opinion HHH expects to receive regarding the intended tax treatment of the separation and distribution. The tax matters agreement will also restrict our ability to take or fail to take certain actions if such action or failure to act could adversely affect the intended tax treatment, other than as a result of the application of Section 355(e) of the Code. In particular, in the two years following the distribution, we may be restricted from, among other things, (i) ceasing to actively conduct certain of our businesses or (ii) disposing of more than a threshold amount of assets used in our business, in each case, unless we obtain a waiver from HHH or receive a private letter ruling from the IRS or an unqualified opinion of a nationally recognized tax advisor that such action will not cause a failure of the intended tax treatment. Notwithstanding receipt of such ruling or opinion, in the event that such action causes a failure of the intended tax treatment, we could be responsible for taxes arising therefrom.

The tax matters agreement will also generally require us to provide notice to HHH in the event we enter into or become aware of certain transactions pursuant to which our equity would be issued or acquired in the two years following the distribution. To the extent we have a right to prohibit any such transaction and such transaction could reasonably be expected to result in corporate-level taxable gain to HHH under Section 355(e) of the Code, we will generally be required not to permit such transaction until we and HHH, working diligently and in good faith, have made commercially reasonable efforts to identify and effectuate alternatives to such transactions that could not reasonably be expected to materially adversely affect either HHH or us.

Our obligations under the tax matters agreement are not limited in amount or subject to any cap. Further, even if we are not responsible for tax liabilities of HHH under the tax matters agreement, we nonetheless could be liable under applicable tax law for such liabilities if HHH were to fail to pay them. If we are required to pay any liabilities under the circumstances set forth in the tax matters agreement or pursuant to applicable tax law, the amounts may be significant.

Revolving Credit Agreement

In connection with the distribution, we, through our wholly owned subsidiary SEG Revolver, LLC, expect to enter into a credit agreement with HHH, as lender (the "Revolving Credit Agreement"). For a description of the material terms of the Revolving Credit Agreement, see "Description of Certain Indebtedness—Revolving Credit Agreement."

250 Water Total Return Swap Guaranty

Prior to the distribution, we expect to cause our subsidiary 250 Seaport District, LLC to enter into certain agreements with Mizuho Capital Markets, the agent under the Existing 250 Water Street Term Loan (as defined in "Description of Certain Indebtedness—250 Water Street Term Loan and Total Return Swap"), pursuant to which we will refinance the Existing 250 Water Street Term Loan. In connection with the refinancing, we will enter into a total return swap with Mizuho Capital Markets to provide credit support for 250 Seaport District, LLC's obligations. Our obligations under the total return swap will in turn be supported by a guaranty provided by TWL-Bridgeland Holding Company, LLC, a subsidiary of HHH. For a description of the material terms of such guaranty, see "Description of Certain Indebtedness—250 Water Street Term Loan and Total Return Swap."

Agreements with Pershing Square

Backstop Agreement

On July 18, 2024, we entered into a backstop agreement with with Pershing Square, which is HHH's largest shareholder, pursuant to which it has agreed to (i) exercise its pro rata subscription right with respect to the Rights Offering at a price of $25 per share of our common stock and (ii) purchase any shares not purchased upon the expiration of the Rights Offering at the Rights Offering price, up to $175 million in the aggregate. HHH will provide a limited guarantee of certain of our obligations under the backstop agreement relating to periods prior to completion of the distribution.

The backstop agreement contains customary closing conditions, including that (i) there has been no litigation or order preventing the distribution of the securities or the Rights Offering; (ii) no stop order suspending the effectiveness of the related registration statement is in effect or related proceeding initiated; (iii) the underlying shares of common stock issuable upon exercise of the rights have been approved for listing, subject to notice of issuance, and the rights have been listed on the NYSE, as disclosed in the related registration statement; (iv) the distribution has been completed; (v) all requisite filings with any governmental entity will have occurred on or prior to the closing date of the rights offering; (vi) we have mailed the prospectus contained in the related registration statement to each holder of common stock no earlier than the 31st day following completion of the distribution; (vii) the Rights Offering has been conducted on the terms (including the subscription price) and conditions set forth in the related registration statement; (viii) no material adverse change has occurred; (ix) as of the closing date of the Rights Offering, trading in the shares of our common stock has not been suspended by the SEC or the NYSE or trading in securities generally on the NYSE has not been suspended or limited; (x) we have performed or complied with, in all material respects, each of our covenants contained in the backstop agreement, (xi) each of certain "fundamental representations of ours is required to be true and correct with the same force and effect as if made at and as of the closing date of the Rights Offering (except with respect to fundamental representations that are made as of a specific date are required to be true and correct only on and as of such date), and (xii) each of our other representations are required to be true and correct (except that representations and warranties that are made as of a specific date are required to be true and correct only on and as of such date) in all material respects. Fundamental representations include representations as to (i) organization and qualification, (ii) capitalization, (iii) validity of securities issued, (iv) due authorization and (v) the due execution of the backstop agreement and its status as a valid and binding agreement.

The backstop agreement may be terminated under certain circumstances by Pershing Square, including, (i) if either we or HHH is in default of our or its respective obligations under the backstop agreement in any material respect and fail to remedy such material breach within 15 days' notice, (ii) if any of the closing conditions are not satisfied on or before the closing date for the Rights Offering, or (iii) the Rights Offering has not been terminated or canceled or that the closing has not occurred prior to October 25, 2024. Pershing Square's obligations to provide the backstop under the agreement expire on October 25, 2024.

Additionally, Pershing Square has agreed to standstill provisions such that, subject to limited exceptions, it will not effect or agree to effect any acquisition of our securities for 18 months following the completion of our spin-off from HHH. We have agreed to reimburse Pershing Square for certain reasonable and documented out of pocket expenses.

Investor Rights Agreement

In connection with the distribution, we expect to enter into an investor rights agreement with Pershing Square (the "Investor Rights Agreement"). The Investor Rights Agreement will provide Pershing Square with certain rights, including, under certain circumstances and subject to certain restrictions, rights with respect to the registration of its shares of our common stock under the Securities Act, including customary demand and piggyback registration rights. For a description of these registration rights, see "Description of Capital Stock—Registration Rights" for additional information.

Pursuant to the Investor Rights Agreement, following the completion of our spin-off from HHH, Pershing Square will also have the right to nominate one individual to serve on our board of directors; however, if we increase the size of the board to larger than five directors, Pershing Square will have the right to nominate individuals representing at least 20% of the total number of directors. Our obligations under the provisions of the Investor Rights Agreement related to Pershing Square's nomination rights will terminate on the earlier of (i) the date on which Pershing Square no longer beneficially owns at least 10% of the total outstanding shares of our common stock and (ii) Pershing Square's irrevocable waiver and termination of such rights.

Procedures for Approval of Related Party Transactions

Our board of directors is expected to adopt a written policy on related party transactions (the "RPT Policy"). This policy was not in effect when we entered into the transactions described above. Each of the agreements

between us and HHH and its subsidiaries that have been entered into prior to the distribution, and any transactions contemplated thereby, will be deemed to be approved and not subject to the terms of such policy.

As described in the Code of Conduct, conflicts of interest can arise when an employee's or a director's personal or family relationships, financial affairs, an outside business involvement or other private interest may adversely influence the judgment or loyalty required for performance of his or her duties to us. In cases where there is an actual or even the appearance of a conflict of interest, the individual involved is required to disclose such conflict to our General Counsel.

The RPT Policy, which will supplement the Code of Conduct provisions addressing conflicts of interest, will address our policy with respect to related party transactions. The RPT Policy will be administered by the Audit Committee. Under this policy, the Audit Committee will review certain financial transactions, arrangements and relationships between the Company and any of the following related parties to determine whether any such transaction, arrangement or relationship is a related party transaction:

- any director, director nominee or executive officer of the Company;
- any beneficial owner of more than 5% of the Company's outstanding stock; and
- any immediate family member of any of the foregoing.

No director may participate in any approval or ratification of a related party transaction in which the director or an immediate family member of the director is involved. The Audit Committee may only approve or ratify those transactions the Audit Committee determines to be in our best interests.

Any related party transaction previously approved or ratified by the Audit Committee or otherwise already existing that is ongoing in nature will be reviewed by the Audit Committee annually.

SECURITY OWNERSHIP OF CERTAIN BENEFICIAL OWNERS AND MANAGEMENT

Before the distribution, all of our outstanding shares of common stock will be owned beneficially and of record by HHH.

The following table sets forth information with respect to the expected beneficial ownership of our common stock immediately after the distribution by: (1) each person expected to beneficially own more than five percent of our common stock, (2) each expected director and NEO, and (3) all of our expected directors and executive officers as a group. The table does not give effect to the Rights Offering we expect to conduct. We based the share amounts on each person's beneficial ownership of HHH common stock as of July 19, 2024, assuming a distribution ratio of one share of our common stock for every nine shares of common stock of HHH. Solely for the purposes of this table, we assumed that 5,582,637 shares of our common stock were issued and outstanding as of March 31, 2024 based on shares of HHH common stock outstanding as of such date and the distribution ratio. The actual number of shares of our common stock to be outstanding following the distribution will be determined on the record date for the distribution. Except as indicated, the address of each director and executive officer shown in the table below is c/o Seaport Entertainment Group Inc., 199 Water Street, 28th Floor New York, New York 10038.

	Common stock beneficially owned before the distribution		Common stock beneficially owned after the distribution	
Name and address of beneficial owner	**Number**	**%**	**Number**	**%**
5% Beneficial Owner				
Howard Hughes Holdings Inc.	5,582,637	100		
Pershing Square[(1)]	—	—	2,094,673	38
The Vanguard Group[(2)]	—	—	510,676	9
Directors and Executive Officers				
Anton D. Nikodemus[(3)]	—	—	3,116	—
Matthew M. Partridge[(4)]	—	—	1,563	—
Lucy Fato	—	—	—	—
Michael A. Crawford	—	—	—	—
Monica S. Digilio	—	—	—	—
David Z. Hirsh	—	—	—	—
Anthony F. Massaro	—	—	—	—
All directors and executive officers as a group (7 persons)	—	—	—	—

(1) Based on 50,243,739 shares of HHH common stock outstanding as of March 31, 2024, Pershing Square's beneficial ownership of HHH common stock, as reported on Amendment No. 18 to Schedule 13D filed by Pershing Square on May 24, 2024, and the distribution ratio described above. According to the Schedule 13D/A, Pershing Square has shared voting power and shared dispositive power over 18,852,064 shares of HHH common stock. The business address for Pershing Square is 787 Eleventh Avenue, 9th Floor, New York, New York 10019.

(2) Based on 50,243,739 shares of HHH common stock outstanding as of March 31, 2024, the Vanguard Group, Inc.'s ("Vanguard") beneficial ownership of HHH common stock, as reported on the Schedule 13G filed by Vanguard on February 13, 2024, and the distribution ratio described above. According to the Schedule 13G, Vanguard has shared voting power over 16,394 shares of HHH common stock, sole dispositive power over 4,541,998 shares of HHH common stock and shared dispositive power over 54,086 shares of HHH common stock. The business address for Vanguard is 100 Vanguard Boulevard, Malvern, Pennsylvania 19355.

(3) Based on Mr. Nikodemus's beneficial ownership of 28,045 shares of restricted stock of HHH and assumes the distribution ratio. Effective as of the distribution, each HHH restricted stock award will be converted into a restricted stock award covering shares of Seaport Entertainment common stock, but such number is not determinable at this time. See "Certain Relationships and Related Party Transactions—Agreements with HHH—Employee Matters Agreement—Equity Award Treatment" for more information.

(4) Based on Mr. Partridge's beneficial ownership of 14,081 shares of restricted stock of HHH and assumes the distribution ratio. Effective as of the distribution, each HHH restricted stock award will be converted into a restricted stock award covering shares of Seaport Entertainment common stock, but such number is not determinable at this time. See "Certain Relationships and Related Party Transactions—Agreements with HHH—Employee Matters Agreement—Equity Award Treatment" for more information.

THE SEPARATION AND DISTRIBUTION

Background

On October 5, 2023, Howard Hughes announced its intention to separate its Seaport Entertainment business from the remainder of its businesses.

It is expected that the HHH Board, or a duly authorized committee thereof, will approve the distribution of 100% of our issued and outstanding shares of common stock on the basis of one share of our common stock for every nine shares of common stock of HHH held as of the close of business on the record date of July 29, 2024.

On July 31, 2024, the distribution date, each HHH stockholder will receive one share of our common stock for every nine shares of common stock of HHH held at the close of business on the record date for the distribution, as described below. HHH stockholders will receive cash in lieu of any fractional shares of our common stock that they would have received after application of this ratio. You will not be required to make any payment, surrender or exchange your shares of HHH common stock or take any other action to receive your shares of Seaport Entertainment common stock in the distribution. The distribution of our common stock as described in this information statement is subject to the satisfaction or waiver of certain conditions. For a more detailed description of these conditions, see this section under "—Conditions to the Distribution."

Reasons for the Separation

The HHH Board believes that separating its Seaport entertainment division from the remainder of HHH is in the best interests of HHH and its stockholders at this time for the following reasons:

- *Enhanced Strategic Focus.* Separating the Seaport Entertainment business into a standalone entity creates two separate companies, each focused on its distinct business strategy.
    - *Allows Howard Hughes to Focus on its Core Portfolio of Master Planned Communities*. HHH owns, manages, and develops commercial, residential, and mixed-use real estate throughout the U.S. It operates one of the nation's largest portfolios of MPCs spanning approximately 101,000 gross acres, including: The Woodlands®, Bridgeland®, and The Woodlands Hills® in the Greater Houston, Texas area; Summerlin® in the Greater Las Vegas, Nevada area; Ward Village® in Honolulu, Hawaii; and Teravalis™ in the Greater Phoenix, Arizona area.
    - *Allows Seaport Entertainment to Focus on Enhancing the Value of its Existing Portfolio and to Acquire Additional Assets with a Differentiated Investment Strategy*. Post separation, Seaport Entertainment will be able to focus on unlocking the inherent value embedded in its unique collection of assets positioned at the intersection of entertainment and real estate. In addition, Seaport Entertainment's focus on acquiring hospitality and entertainment related physical and/or operational assets across geographic markets in both mixed-use communities and bespoke one-off locations materially differs from that of HHH. The separation allows Seaport Entertainment to pursue such acquisition opportunities, which may not have been pursued while the Seaport Entertainment business was owned by HHH.
- *Growth Opportunities.* The separation of Seaport Entertainment from HHH allows each company to pursue attractive growth opportunities in areas that align with its respective core competencies. With a well-capitalized balance sheet and liquidity, Seaport Entertainment expects to have the financial flexibility to pursue its business plan and seek to expand its scalable platform across multiple verticals within the entertainment and hospitality industries.
- *Organizational Efficiency.* Separating the Seaport Entertainment business from the remainder of HHH provides both companies with dedicated and experienced management teams and other key personnel to drive enhanced efficiencies across the organization, coupled with dedicated focus and attention to their respective assets, which will better position both companies to achieve their financial and commercial goals.

- *Direct and More Efficient Access to the Capital Markets.* The separation provides Seaport Entertainment with direct access to the capital markets, as demonstrated by the expected Rights Offering post-separation. As a result, Seaport Entertainment will be able to more efficiently manage its capital structure in a manner more closely tailored to the company's business plan.

- *Clarity for the Investment Community.* Separating Seaport Entertainment from HHH provides existing and potential investors with greater transparency and better highlights the tailored investment opportunities presented by HHH and Seaport Entertainment. Over time, this should allow Seaport Entertainment ownership to shift to a shareholder base whose investment goals are more closely aligned with Seaport Entertainment's business.

- *Potential Value Creation.* Following the separation, Seaport Entertainment will be fully dedicated to realizing shareholder value through stabilizing its existing real estate portfolio, executing on its development pipeline, expanding of partnerships and pursuing strategic acquisitions that capitalize on industry trends. Similarly, the separation of entertainment-related assets from Howard Hughes will allow HHH to better focus on driving outsized performance within its core portfolio of MPCs.

- *Create Targeted Equity Currency.* Following the separation, each company's equity may be a much more attractive acquisition currency to related business owners seeking investment diversification and liquidity through a combination with Seaport Entertainment. Similarly, this targeted equity can be used for management incentive programs which should help Seaport Entertainment attract and retain talented employees seeking opportunities more closely aligned with Seaport Entertainment's business plan. In addition, management's and employees' incentive compensation in the form of Seaport Entertainment's equity will more directly align with Seaport Entertainment's performance. The incentives of management and employees will therefore be more closely aligned with the performance of Seaport Entertainment's business.

The HHH Board also considered certain aspects of the separation that may be adverse to us. Our common stock may come under initial selling pressure as certain HHH stockholders sell their shares in us because they are not interested in holding an investment in our business. Because we will no longer be part of HHH, the separation will also affect the terms upon which we can pursue cross-company business transactions and initiatives with HHH's other businesses. As a result of the separation, we will bear significant incremental costs associated with being a publicly-held company and will need to absorb certain corporate and operational support costs previously allocated to HHH.

The HHH Board concluded that the potential benefits of the separation outweighed these factors. See the section entitled "Risk Factors."

Formation of a New Company Prior to the Distribution

We were incorporated in Delaware on January 24, 2024 for the purpose of holding HHH's Seaport Entertainment business. As part of the plan to separate these businesses from the remainder of its businesses, HHH plans to transfer the equity interests of certain entities that operate the Seaport Entertainment business and its assets and liabilities to us, as well as certain other assets and liabilities, as set forth in the Separation Agreement.

When and How You Will Receive the Distribution

With the assistance of Computershare, HHH expects to distribute shares of our common stock on July 31, 2024, the distribution date, to all holders of outstanding shares of common stock of HHH as of the close of business on July 29, 2024, the record date for the distribution. Computershare, which currently serves as the transfer agent and registrar for common stock of HHH, will serve as the settlement and distribution agent in connection with the distribution and the transfer agent and registrar for our common stock.

If you own shares of common stock of HHH as of the close of business on the record date for the distribution, shares of our common stock that you are entitled to receive in the distribution will be issued electronically, as of the distribution date, to you in direct registration form or to your bank or brokerage firm on your behalf. If you are a

registered holder, Computershare will then mail you a direct registration account statement that reflects your shares of Seaport Entertainment common stock. If you hold your HHH common stock through a bank or brokerage firm, your bank or brokerage firm will credit your account for the Seaport Entertainment shares. Direct registration form refers to a method of recording share ownership when no physical share certificates are issued to stockholders, as is the case in the distribution. If you sell shares of HHH common stock in the "regular-way" market up to and including the distribution date, you will be selling your right to receive shares of our common stock in the distribution.

Commencing on or shortly after the distribution date, if you hold physical share certificates that represent your shares of HHH common stock and you are the registered holder of the common stock represented by those certificates, the distribution agent will mail to you an account statement that indicates the number of shares of our common stock that have been registered in book-entry form in your name.

Most HHH stockholders hold their common stock through a bank or brokerage firm. In such cases, the bank or brokerage firm would be said to hold the common stock in "street name" and ownership would be recorded on the bank or brokerage firm's books. If you hold your shares of HHH common stock through a bank or brokerage firm, your bank or brokerage firm will credit your account for shares of our common stock that you are entitled to receive in the distribution. If you have any questions concerning the mechanics of having shares held in "street name," please contact your bank or brokerage firm.

Transferability of Common Stock You Receive

Shares of our common stock distributed to holders in connection with the distribution will be transferable without registration under the Securities Act, except for shares of common stock received by persons who may be deemed to be our affiliates. Persons who may be deemed to be our affiliates after the distribution generally include individuals or entities that control, are controlled by or are under common control with the Company which may include certain Company executive officers, directors or principal stockholders. Securities held by our affiliates will be subject to resale restrictions under the Securities Act. Our affiliates will be permitted to sell shares of our common stock only pursuant to an effective registration statement or an exemption from the registration requirements of the Securities Act, such as the exemption afforded by Rule 144 under the Securities Act.

Number of Shares of Our Common Stock You Will Receive

For every nine shares of common stock of HHH that you own at the close of business on July 29, 2024, the record date for the distribution, you will receive one share of our common stock on the distribution date. HHH will not distribute any of fractional shares of our common stock to its stockholders. Instead, if you are a registered holder, Computershare will aggregate fractional shares of common stock into whole shares of common stock, sell the whole shares of common stock in the open market at prevailing market prices and distribute the aggregate cash proceeds (net of discounts and commissions) of the sales pro rata (based on the fractional common share such holder would otherwise be entitled to receive) to each holder who otherwise would have been entitled to receive a fractional common share in the distribution. Computershare, in its sole discretion, without any influence by HHH or us, will determine when, how, through which broker-dealer and at what price to sell the whole shares of common stock. Any broker-dealer used by the transfer agent will not be an affiliate of either HHH or us. Neither we nor HHH will be able to guarantee any minimum sale price in connection with the sale of these shares of common stock. Recipients of cash in lieu of fractional shares of common stock will not be entitled to any interest on the amounts of payment made in lieu of fractional shares of common stock.

We estimate that it will take approximately one week from the distribution date for the distribution agent to complete the distributions of the aggregate net cash proceeds. If you hold your shares of HHH common stock through a bank or brokerage firm, your bank or brokerage firm will receive, on your behalf, your pro rata share of the aggregate net cash proceeds of the sales and will electronically credit your account for your share of such proceeds.

Results of the Distribution

After our separation from HHH, we will be an independent, publicly traded company. The actual number of shares of common stock to be distributed will be determined at the close of business on July 29, 2024, the record date for the distribution. The distribution will not affect the number of outstanding shares of HHH common stock or any rights of HHH stockholders. HHH will not distribute any of our fractional shares of common stock.

We will enter into a separation agreement and other related agreements with HHH to effect the separation and provide a framework for our relationship with HHH after the separation. These agreements provide for the allocation between HHH and us of the assets, liabilities and obligations (including their respective investments, property and employee benefits and tax-related assets and liabilities) of HHH and its subsidiaries attributable to periods prior to, at and after our separation from HHH and will govern certain relationships between HHH and us after the separation. For a more detailed description of these agreements, please refer to the section entitled "Certain Relationships and Related Party Transactions."

Market for Our Common Stock

There is currently no public trading market for our common stock. We intend to apply to list our common stock on the NYSE under the symbol "SEG." We have not and will not set the initial price of our common stock. The initial price will be established by the public markets.

We cannot predict the price at which our common stock will trade after the distribution. In fact, the combined trading prices of one share of common stock of HHH and one-ninth share of our common stock after the distribution (representing the number of shares of our common stock to be received per one share of HHH common stock in the distribution) may not equal the "regular-way" trading price of a share of HHH common stock immediately prior to the distribution. The price at which our common stock trades may fluctuate significantly, particularly until an orderly public market develops. Trading prices for our common stock will be determined in the public markets and may be influenced by many factors.

Trading Between the Record Date and Distribution Date

Beginning shortly before the distribution date and continuing up to the distribution date, HHH expects that there will be two markets in common stock of HHH: a "regular-way" market and an "ex-distribution" market. Common stock of HHH that trades on the "regular-way" market will trade with an entitlement to our common stock distributed pursuant to the separation. Common stock of HHH that trades on the "ex-distribution" market will trade without an entitlement to our common stock distributed pursuant to the distribution. Therefore, if you sell common stock of HHH in the "regular-way" market up to and including through the distribution date, you will be selling your right to receive our common stock in the distribution. If you own common stock of HHH at the close of business on the record date and sell that common stock on the "ex-distribution" market up to and including through the distribution date, you will receive the Seaport Entertainment common stock that you are entitled to receive pursuant to your ownership as of the record date of the common stock of HHH.

Furthermore, beginning shortly before the distribution date and continuing up to the distribution date, we expect that there will be a "when-issued" market in our common stock. "When-issued" trading refers to a sale or purchase made conditionally because the security has been authorized but not yet issued. The "when-issued" trading market will be a market for our common stock that will be distributed to holders of common stock of HHH on the distribution date. If you owned common stock of HHH at the close of business on the record date for the distribution, you would be entitled to our common stock distributed pursuant to the distribution. You may trade this entitlement to our common stock, without the common stock of HHH you own, on the "when-issued" market. On the first trading day following the distribution date, "when-issued" trading with respect to our common stock will end, and "regular-way" trading will begin.

"Ex-distribution" and "when-issued" trades are generally settled shortly after the distribution date, but if HHH determines not to proceed with the distribution following the initiation of the "ex-distribution" and "when-issued" trading markets, trades in the "ex-distribution" and "when-issued" trading markets will be cancelled and, therefore, will not be settled.

Conditions to the Distribution

The distribution will be effective at 11:59 pm, Eastern Time, on July 31, 2024, the distribution date, provided that the following conditions will have been satisfied (or waived by HHH in its sole discretion):

- the transfer of assets and liabilities to us in accordance with the Separation Agreement will have been completed, other than assets and liabilities intended to transfer after the distribution;
- HHH will have received an opinion of Latham & Watkins LLP, tax counsel to HHH, regarding the qualification of the distribution as a distribution under Section 355 of the Code;
- the SEC will have declared effective the registration statement on Form 10 of which this information statement forms a part, no stop order suspending the effectiveness of the registration statement will be in effect, no proceedings for such purpose will be pending before or threatened by the SEC and this information statement (or a Notice of Internet Availability) will have been mailed to HHH stockholders;
- all actions and filings necessary or appropriate under applicable U.S. federal, U.S. state or other securities laws will have been taken and, where applicable, will have become effective or been accepted by the applicable governmental authority;
- the transaction agreements relating to the separation will have been duly executed and delivered by the parties;
- the Rights Offering backstop agreement with Pershing Square will have been duly executed and delivered by the parties thereto;
- no order, injunction or decree issued by any court of competent jurisdiction or other legal restraint or prohibition preventing the consummation of the separation, the distribution or any of the related transactions will be in effect;
- our common stock to be distributed will have been approved and accepted for listing on the NYSE, subject to official notice of distribution;
- HHH will have entered into a distribution agent agreement with, or provided instructions regarding the distribution to, Computershare as distribution agent;
- all material governmental approvals necessary to consummate the distribution and to permit the operation of our business after the separation substantially as it is currently conducted will have been obtained; and
- no event or development will have occurred or exist that, in the judgment of the HHH Board, in its sole discretion, makes it inadvisable to effect the separation, the distribution or the other related transactions.

The satisfaction of the foregoing conditions does not create any obligations on HHH's part to effect the separation, and the HHH Board has reserved the right, in its sole discretion, to abandon, modify or change the terms of the separation, including by accelerating or delaying the timing of the consummation of all or part of the separation, at any time prior to the distribution date. To the extent that the HHH Board determines that any modifications by HHH materially change the material terms of the distribution, HHH will notify HHH stockholders in a manner reasonably calculated to inform them about the modification as may be required by law. HHH may also waive any or all of these conditions in its sole discretion and proceed with the distribution even if such conditions have not been met. If the distribution is completed and the HHH Board waived any such condition, such waiver could have a material adverse effect on (i) HHH's and Seaport Entertainment's respective business, financial condition or results of operations, (ii) the trading price of shares of Seaport Entertainment common stock or (iii) the ability of stockholders to sell their Seaport Entertainment stock after the distribution, including, without limitation, as a result of (a) illiquid trading if shares of Seaport Entertainment common stock are not accepted for listing or (b) litigation relating to any injunctions sought to prevent the consummation of the distribution. If HHH elects to proceed with the distribution, notwithstanding that one or more of the conditions to the distribution has not been

met, HHH will evaluate the applicable facts and circumstances at that time and make such additional disclosure and take such other actions as HHH determines to be necessary and appropriate in accordance with applicable law.

MATERIAL U.S. FEDERAL INCOME TAX CONSEQUENCES OF THE DISTRIBUTION TO U.S. HOLDERS

The following is a summary of the material U.S. federal income tax consequences of the distribution to HHH common stockholders that are U.S. Holders (as defined below). This summary is based on the Code, the Treasury Regulations promulgated thereunder, judicial decisions, and published rulings and administrative pronouncements of the IRS, in each case as of the date of this information statement. These authorities may change or be subject to differing interpretations. Any such change or differing interpretation may be applied retroactively in a manner that could adversely affect a U.S. Holder. There can be no assurance that the IRS or a court will not take a contrary position to that discussed below.

For purposes of this discussion, a "U.S. Holder" is a beneficial owner of common stock of HHH that, for U.S. federal income tax purposes, is or is treated as:

- an individual who is a citizen or resident of the United States;
- a corporation created or organized in or under the laws of the United States, any state thereof or the District of Columbia;
- an estate the income of which is subject to U.S. federal income taxation regardless of its source; or
- a trust that (1) is subject to the primary supervision of a U.S. court and the control of one or more United States persons (within the meaning of Section 7701(a)(30) of the Code), or (2) has a valid election in effect under applicable Treasury Regulations to be treated as a United States person for U.S. federal income tax purposes.

This summary is limited to U.S. Holders who hold common stock of HHH as a "capital asset" within the meaning of Section 1221 of the Code (generally, property held for investment). This summary does not address all U.S. federal income tax consequences relevant to a U.S. Holder's particular circumstances, including the impact of the Medicare contribution tax on net investment income and the alternative minimum tax. In addition, it does not address consequences relevant to U.S. Holders subject to special rules, including, without limitation:

- U.S. expatriates and former citizens or long-term residents of the United States;
- dealers or brokers in securities, commodities or currencies;
- tax-exempt organizations;
- banks, insurance companies or other financial institutions;
- mutual funds;
- regulated investment companies and real estate investment trusts;
- corporations that accumulate earnings to avoid U.S. federal income tax;
- holders who hold shares of HHH common stock in individual retirement or other tax-deferred accounts;
- holders who acquired common stock of HHH pursuant to the exercise of stock options, the settlement of restricted stock units or otherwise as compensation;
- holders who own, or are deemed to own, 10% or more of the common stock of HHH by vote or value;
- holders who hold common stock of HHH as part of a hedge, appreciated financial position, straddle, constructive sale, conversion transaction or other risk reduction transaction;
- traders in securities who elect to apply a mark-to-market method of accounting;
- holders who have a functional currency other than the U.S. dollar;

- holders subject to special tax accounting rules as a result of any item of gross income with respect to common stock of HHH being taken into account in an applicable financial statement; or

- partnerships or other pass-through entities or investors in such entities.

If an entity or arrangement treated as a partnership for U.S. federal income tax purposes holds common stock of HHH, the tax treatment of a partner in the partnership will depend on the status of the partner, the activities of the partnership and certain determinations made at the partner level. Accordingly, partnerships holding common stock of HHH and the partners in such partnerships should consult their tax advisors regarding the U.S. federal income tax consequences to them.

THE FOLLOWING IS A SUMMARY OF THE MATERIAL U.S. FEDERAL INCOME TAX CONSEQUENCES OF THE DISTRIBUTION TO U.S. HOLDERS UNDER CURRENT LAW. THE FOLLOWING DOES NOT PURPORT TO ADDRESS ALL U.S. FEDERAL INCOME TAX CONSEQUENCES OR TAX CONSEQUENCES THAT MAY ARISE UNDER OTHER TAX LAWS. EACH HHH STOCKHOLDER IS ENCOURAGED TO CONSULT ITS TAX ADVISOR AS TO THE PARTICULAR TAX CONSEQUENCES OF THE DISTRIBUTION TO SUCH STOCKHOLDER, INCLUDING THE APPLICATION OF U.S. FEDERAL, STATE, LOCAL AND NON-U.S. TAX LAWS, AND THE EFFECT OF POSSIBLE CHANGES IN APPLICABLE TAX LAWS.

U.S. Federal Income Tax Consequences of the Distribution to U.S. Holders Who Receive Common Stock of Seaport Entertainment

The distribution is conditioned upon, among other things, HHH's receipt of an opinion of tax counsel regarding the qualification of the distribution as a distribution under Section 355 of the Code, although HHH may waive this condition in its sole discretion. The opinion of tax counsel will be based on certain factual assumptions and representations and subject to qualifications and limitations. If the distribution qualifies as such a reorganization, then for U.S. federal income tax purposes:

- no gain or loss will be recognized by, or be includible in the income of, a U.S. Holder solely as a result of the receipt of common stock of Seaport Entertainment in the distribution;

- the aggregate tax basis of the common stock of HHH and common stock of Seaport Entertainment in the hands of a U.S. Holder immediately after the distribution will be the same as the aggregate tax basis of the common stock of HHH held by the holder immediately before the distribution, allocated between the common stock of HHH and common stock of Seaport Entertainment, including any fractional share interest for which cash is received, in proportion to their relative fair market values;

- the holding period with respect to common stock of Seaport Entertainment received by a U.S. Holder will include the holding period of its common stock of HHH; and

- a U.S. Holder who receives cash in lieu of a fractional common share of Seaport Entertainment in the distribution will be treated as having sold such fractional common share for cash and generally will recognize capital gain or loss in an amount equal to the difference between the amount of cash received and such holder's adjusted tax basis in the fractional common share. That gain or loss will be long-term capital gain or loss if the holder's holding period for its common stock of HHH exceeds one year.

Treasury Regulations generally provide that if a U.S. Holder holds different blocks of common stock of HHH (generally common stock of HHH purchased or acquired on different dates or at different prices), the aggregate basis for each block of common stock of HHH purchased or acquired on the same date and at the same price will be allocated, to the greatest extent possible, between the common stock of Seaport Entertainment received in the distribution in respect of such block of common stock of HHH and such block of common stock of HHH, in proportion to their respective fair market values, and the holding period of the common stock of Seaport Entertainment received in the distribution in respect of such block of common stock of HHH will include the holding period of such block of common stock of HHH, provided that such block of common stock of HHH was held as a capital asset on the date of the distribution. If a U.S. Holder is not able to identify which particular shares

of common stock of Seaport Entertainment are received in the distribution with respect to a particular block of common stock of HHH, for purposes of applying the rules described above, the U.S. Holder may designate which shares of common stock of Seaport Entertainment are received in the distribution in respect of a particular block of common stock of HHH, provided that such designation is consistent with the terms of the distribution. Holders of common stock of HHH are encouraged to consult their tax advisors regarding the application of these rules to their particular circumstances.

The opinion HHH expects to receive from Latham & Watkins LLP will be based on, among other things, certain factual assumptions, representations and undertakings from HHH and us, including those regarding the past and future conduct of the companies' respective businesses and other matters. If any of these factual assumptions, representations, or undertakings are incorrect or not satisfied, HHH may not be able to rely on the opinion. In addition, the opinion will not be binding on the IRS or the courts.

If, notwithstanding the conclusions in the opinion, the distribution is ultimately determined not to qualify as a distribution under Section 355 of the Code, each U.S. Holder who receives common stock of Seaport Entertainment in the distribution would be treated as receiving a potentially taxable distribution in an amount equal to the fair market value of the common stock of Seaport Entertainment that was distributed to the U.S. Holder. Specifically, the full value of the common stock of Seaport Entertainment distributed to a U.S. Holder generally would be treated first as a taxable dividend to the extent of the U.S. Holder's pro rata share of HHH's current and accumulated earnings and profits, then as a non-taxable return of capital to the extent of the U.S. Holder's basis in the common stock of HHH, and finally as capital gain from the sale or exchange of common stock of HHH with respect to any remaining value.

Information Reporting and Backup Withholding

U.S. Treasury regulations require certain stockholders who receive stock in a distribution to attach to their U.S. federal income tax return for the year in which the distribution occurs a detailed statement setting forth certain information relating to the tax-free nature of the distribution. In addition, payments of cash to a HHH stockholder in lieu of fractional common stock of Seaport Entertainment in the distribution may be subject to information reporting and backup withholding. Certain U.S. Holders are exempt from backup withholding, including corporations and certain tax-exempt organizations. A U.S. Holder will be subject to backup withholding if such holder is not otherwise exempt and:

- the U.S. Holder fails to furnish the U.S. Holder's taxpayer identification number, which for an individual is ordinarily his or her social security number;
- the U.S. Holder furnishes an incorrect taxpayer identification number;
- the applicable withholding agent is notified by the IRS that the U.S. Holder previously failed to properly report payments of interest or dividends; or
- the U.S. Holder fails to certify under penalties of perjury that the U.S. Holder has furnished a correct taxpayer identification number and that the IRS has not notified the U.S. Holder that the U.S. Holder is subject to backup withholding.

Backup withholding is not an additional tax. Any amounts withheld under the backup withholding rules may be allowed as a refund or a credit against a U.S. Holder's U.S. federal income tax liability, provided the required information is timely furnished to the IRS. U.S. Holders should consult their tax advisors regarding their qualification for an exemption from backup withholding and the procedures for obtaining such an exemption.

Additional Withholding Tax on Payments Made to Foreign Accounts

Withholding taxes may be imposed under Sections 1471 to 1474 of the Code (such sections commonly referred to as the Foreign Account Tax Compliance Act ("FATCA")) on certain types of payments made to non-U.S. financial institutions and certain other non-U.S. entities. Specifically, a 30% withholding tax may be imposed on dividends on, or (subject to the proposed Treasury Regulations discussed below) gross proceeds from the sale or

other disposition of, our common stock paid to a "foreign financial institution" or a "non-financial foreign entity" (each as defined in the Code), unless (1) the foreign financial institution undertakes certain diligence and reporting obligations, (2) the non-financial foreign entity either certifies it does not have any "substantial United States owners" (as defined in the Code) or furnishes identifying information regarding each substantial United States owner, or (3) the foreign financial institution or non-financial foreign entity otherwise qualifies for an exemption from these rules. If the payee is a foreign financial institution and is subject to the diligence and reporting requirements in (1) above, it must enter into an agreement with the U.S. Department of the Treasury requiring, among other things, that it undertake to identify accounts held by certain "specified United States persons" or "United States owned foreign entities" (each as defined in the Code), annually report certain information about such accounts, and withhold 30% on certain payments to non-compliant foreign financial institutions and certain other account holders. Foreign financial institutions located in jurisdictions that have an intergovernmental agreement with the United States governing FATCA may be subject to different rules.

Under the applicable Treasury Regulations and administrative guidance, withholding under FATCA generally applies to payments of dividends on common stock of HHH. While withholding under FATCA would have applied also to payments of gross proceeds from the sale or other disposition of stock on or after January 1, 2019, proposed Treasury Regulations eliminate FATCA withholding on payments of gross proceeds entirely. Taxpayers generally may rely on these proposed Treasury Regulations until final Treasury Regulations are issued.

U.S. Holders should consult their tax advisors regarding the potential application of withholding under FATCA to the distribution.

DESCRIPTION OF CERTAIN INDEBTEDNESS

The following is a summary of the terms of our principal indebtedness. It does not purport to be complete and is subject to, and qualified in its entirety by reference to, the underlying documents.

250 Water Street Term Loan and Total Return Swap

On September 7, 2023, our subsidiary 250 Seaport District, LLC ("250 Water Street Borrower," then a subsidiary of HHH), the fee owner of 250 Water Street, entered into a term loan agreement (the "Existing 250 Water Street Term Loan") with Mizuho Capital Markets ("MCM"), as agent, and certain lenders. The Existing 250 Water Street Term Loan is a variable rate term loan secured by, among other things, a mortgage encumbering, and a security interest in the operating cash flow of, 250 Water Street. In connection with the Existing 250 Water Street Term Loan, TWL-Bridgeland Holding Company, LLC ("TWL-Bridgeland"), the guarantor of 250 Water Street Borrower's obligations under the Existing 250 Water Street Term Loan and a subsidiary of HHH, entered into a total return swap with MCM to provide credit support for the 250 Water Street Borrower's obligations under the Existing 250 Water Street Term Loan. Prior to the distribution, we expect to cause 250 Water Street Borrower to enter into certain agreements (collectively, the "Refinanced 250 Water Street Term Loan") with MCM pursuant to which we will refinance the Existing 250 Water Street Term Loan to reduce our outstanding indebtedness and provide us with greater financial flexibility. In connection with the Refinanced 250 Water Street Term Loan, Seaport Entertainment Group Inc. will enter into a total return swap with MCM to provide credit support for the 250 Water Street Borrower's obligations under the Refinanced 250 Water Street Term Loan (the "250 Water Street TRS"), and Seaport Entertainment Group Inc.'s obligations under such total return swap will in turn be supported by a guaranty provided by TWL-Bridgeland. Following such refinancing, MCM will continue to have (a) the same security for the Refinanced 250 Water Street Term Loan as it had for the Existing 250 Water Street Term Loan and (b) additional security in the form of a full backstop guaranty provided by TWL-Bridgeland, a subsidiary of HHH, for the benefit of MCM. In consideration of TWL-Bridgeland providing such guarantee, TWL-Bridgeland will be paid an annual guaranty fee equal to 2.0% of the $61.3 million refinanced debt balance. The assumed interest rate of the indebtedness associated with 250 Water Street is based on SOFR plus a margin of 4.5%. This assumed interest rate is the combination of the interest rates on two instruments: (1) the Refinanced 250 Water Street Term Loan between the Company and the lender pursuant to which the Company is obligated to pay MCM an amount equal to SOFR plus 5.0%; and (2) the total return swap, pursuant to which the Company is entitled to receive 0.5% from the lender. The Refinanced 250 Water Street Term Loan is scheduled to mature on July 1, 2029.

Under the Refinanced 250 Water Street Term Loan, we will be required to comply with various collateral maintenance and financial covenants, including with respect to a specified net loan-to-value ratio, which we will be required to calculate on a quarterly basis. The Refinanced 250 Water Street Term Loan will also require us to comply with a number of customary covenants, including covenants related to non-occurrence of regulatory events, acts of bankruptcy, material changes to the security, and other customary covenants and related provisions. HHH expects the refinancing of the Existing 250 Water Street Term Loan to be completed and for the Refinanced 250 Water Street Term Loan to be in effect prior to the distribution.

Las Vegas Ballpark Deed of Trust

On July 20, 2018, in order to finance the Las Vegas Ballpark, Clark County Las Vegas Stadium, LLC ("CCLVS"), then a subsidiary of HHH, entered into a Note Purchase Agreement pursuant to which it issued a 4.92% senior secured note to Wells Fargo Trust Company, National Association, as trustee, in the principal amount of $51.2 million (the "Las Vegas Note Purchase Agreement"). The Las Vegas Note Purchase Agreement is secured by a deed of trust (the "Las Vegas Ballpark Deed of Trust"). The Las Vegas Note Purchase Agreement is secured by, among other things, a lien on the Las Vegas Ballpark pursuant to the Las Vegas Ballpark Deed of Trust and certain of CCLVS's interests in agreements related to the Las Vegas Ballpark.

The Las Vegas Ballpark Deed of Trust includes customary provisions relating to the occurrence of events of default, including payment default on the note if not cured within 5 days, failure to comply with certain covenants, CCLVS's default on certain of our other agreements, if the Aviators relocate their home games to a facility outside

of Las Vegas, and if CCLVS assigns, pledges or otherwise grants a security interest in the property secured by the Las Vegas Ballpark Deed of Trust.

Under the Las Vegas Ballpark Deed of Trust, CCLVS is also subject to certain covenants limiting, among other things, CCLVS's ability to incur or guaranty additional indebtedness; pay dividends or make distributions that would cause an event of default; lease, sell or transfer the secured property; initiate bankruptcy or insolvency hearings; sell certain assets or merge with or consolidate into other companies; amend or modify its governing documents; create, organize or establish any subsidiary; combine with or merge with another entity; and create, incur or suffer to exist certain liens.

The Las Vegas Ballpark Mortgage matures on December 15, 2039. As of December 31, 2023, the Las Vegas Ballpark Deed of Trust had an aggregate principal amount of $43.0 million.

HHH currently guarantees the Las Vegas Ballpark Deed of Trust pursuant to an indemnity and guaranty agreement. Prior to the distribution, we intend to enter into a replacement indemnity and guaranty agreement pursuant to which we will replace HHH as guarantor of the Las Vegas Ballpark Deed of Trust pursuant to an agreement that we expect will contain substantially the same terms as the existing indemnity and guaranty agreement.

Revolving Credit Agreement

In connection with the spin-off from HHH, we, through our wholly owned subsidiary SEG Revolver, LLC ("SEG Revolver"), expect to enter into the Revolving Credit Agreement with HHH, as lender. The Revolving Credit Agreement is expected to provide for a revolving commitment of $5.0 million, with an interest rate of 10.0% and a term of 1 year (which may be extended for an additional 6 months at the discretion of HHH). Our obligations under the Revolving Credit Agreement will be unsecured. The Revolving Credit Agreement will provide for the mandatory prepayment of the revolving loans from the net proceeds of the Rights Offering and asset sales by Seaport Entertainment and its subsidiaries. The Revolving Credit Agreement will require SEG Revolver and certain of its subsidiaries (including Seaport Entertainment) to comply with a number of customary covenants, including limitations on the ability to pay dividends or make distributions; merge with or consolidate into other companies; amend or modify their governing documents and create, incur or suffer to exist certain liens. The Revolving Credit Agreement will include customary provisions relating to the occurrence of events of default, including default for failure to make interest payments if not cured within three business days and failure to comply with covenants if not cured within 30 days with respect to certain covenants.

DESCRIPTION OF CAPITAL STOCK

In connection with the distribution, we will amend and restate our certificate of incorporation and our bylaws. The following is a description of the material terms of, and is qualified in its entirety by, our Certificate of Incorporation and our Bylaws, each of which will be in effect upon the consummation of the distribution, the forms of which will be filed as exhibits to the registration statement of which this information statement forms a part. Because this is only a summary, it may not contain all the information that is important to you.

Authorized Capital Stock

Under the Certificate of Incorporation, the Company's authorized capital stock will consist of 480,000,000 shares of common stock and 20,000,000 shares of preferred stock.

Common Stock

Holders of the Company's common stock will be entitled to:

Voting Rights

Each share of common stock will be entitled to one vote on all matters submitted to a vote of stockholders. Holders of common stock will not have cumulative voting rights.

Dividend Rights

Subject to any preferential rights of any outstanding preferred stock, holders of our common stock will be entitled to receive ratably the dividends, if any, as may be declared from time to time by our board of directors out of funds legally available for that purpose.

Liquidation Rights

If there is a liquidation, dissolution or winding up of our Company, holders of our common stock would be entitled to ratable distribution of our assets remaining after the payment in full of liabilities and any preferential rights of any outstanding preferred stock.

Other Rights and Preferences

There will be no preemptive or conversion rights or other subscription rights, and there will be no redemption or sinking fund provisions applicable to the common stock. The rights, preferences and privileges of the holders of our common stock will be subject to, and may be adversely affected by, the rights of the holders of shares of any series of preferred stock that we may designate and issue in the future. There will be no provisions in our Certificate of Incorporation or Bylaws discriminating against a stockholder because of his or her ownership of a particular number of shares.

Preferred Stock

Under our Certificate of Incorporation, our board of directors will be authorized to issue "blank check" preferred stock, which may be issued in one or more series upon authorization of our board of directors. Our board of directors will be authorized to fix the designation of the series, the number of authorized shares of the series, dividend rights and terms, conversion rights, voting rights, redemption rights and terms, liquidation preferences and any other rights, powers, preferences and limitations applicable to each series of preferred stock. The authorized shares of our preferred stock will be available for issuance without further action by our stockholders, unless such action is required by applicable law or the rules of any stock exchange on which our securities may be listed. If the approval of our stockholders is not required for the issuance of shares of our preferred stock, our board may determine not to seek stockholder approval.

A series of our preferred stock could, depending on the terms of such series, impede the completion of a merger, tender offer or other takeover attempt. Our board of directors will make any determination to issue such shares based upon its judgment as to the best interests of our stockholders. Our directors, in so acting, could issue preferred stock

having terms that could discourage an acquisition attempt through which an acquirer may be able to change the composition of our board of directors, including a tender offer or other transaction that some, or a majority, of our stockholders might believe to be in their best interests or in which stockholders might receive a premium for their stock over the then-current market price of the stock.

The preferred stock will, when issued, be fully paid and nonassessable. Unless otherwise specified, each series of preferred stock will rank equally as to dividends and liquidation rights in all respects with each other series of preferred stock. The rights of holders of shares of each series of preferred stock will be subordinate to those of our general creditors.

We may, at our option, with respect to any series of preferred stock, elect to offer fractional interests in shares of preferred stock, and provide for the issuance of depositary receipts representing depositary shares, each of which will represent a fractional interest in a share of the series of preferred stock. The fractional interest will be specified in the prospectus supplement relating to a particular series of preferred stock.

Rank

Unless otherwise specified in the prospectus supplement, the preferred stock will, with respect to dividend rights and rights upon our liquidation, dissolution or winding up of its affairs, rank:

- senior to our common stock and to all equity securities ranking junior to such preferred stock with respect to dividend rights or rights upon our liquidation, dissolution or winding up of our affairs;
- on a parity with all equity securities issued by us, the terms of which specifically provide that such equity securities rank on a parity with the preferred stock with respect to dividend rights or rights upon our liquidation, dissolution or winding up of our affairs; and
- junior to all equity securities issued by us, the terms of which specifically provide that such equity securities rank senior to the preferred stock with respect to dividend rights or rights upon our liquidation, dissolution or winding up of our affairs.

Dividends

Holders of the preferred stock of each series will be entitled to receive, when, as and if declared by our board of directors, cash dividends at such rates and on such dates described in the prospectus supplement. Different series of preferred stock may be entitled to dividends at different rates or based on different methods of calculation. The dividend rate may be fixed or variable or both. Dividends will be payable to the holders of record as they appear on our stock books on record dates fixed by our board of directors, as specified in the applicable prospectus supplement.

Dividends on any series of preferred stock may be cumulative or noncumulative, as described in the applicable prospectus supplement. If our board of directors does not declare a dividend payable on a dividend payment date on any series of noncumulative preferred stock, then the holders of that noncumulative preferred stock will have no right to receive a dividend for that dividend payment date, and we will have no obligation to pay the dividend accrued for that period, whether or not dividends on that series are declared payable on any future dividend payment dates. Dividends on any series of cumulative preferred stock will accrue from the date we initially issue shares of such series or such other date specified in the applicable prospectus supplement.

No dividends may be declared or paid or funds set apart for the payment of any dividends on any parity securities unless full dividends have been paid or set apart for payment on the preferred stock. If full dividends are not paid, the preferred stock will share dividends pro rata with the parity securities.

No dividends may be declared or paid or funds set apart for the payment of dividends on any junior securities unless full dividends for all dividend periods terminating on or prior to the date of the declaration or payment will have been paid or declared and a sum sufficient for the payment set apart for payment on the preferred stock.

Liquidation Preference

Upon any voluntary or involuntary liquidation, dissolution or winding up of our affairs, before we make any distribution or payment to the holders of any common stock or any other class or series of our capital stock ranking junior to the preferred stock in the distribution of assets upon any liquidation, dissolution or winding up of our affairs, the holders of each series of preferred stock will be entitled to receive out of assets legally available for distribution to stockholders, liquidating distributions in the amount of the liquidation preference per share set forth in the prospectus supplement, plus any accrued and unpaid dividends thereon. Such dividends will not include any accumulation in respect of unpaid noncumulative dividends for prior dividend periods. Unless otherwise specified in the prospectus supplement, after payment of the full amount of their liquidating distributions, the holders of preferred stock will have no right or claim to any of our remaining assets. Upon any such voluntary or involuntary liquidation, dissolution or winding up, if our available assets are insufficient to pay the amount of the liquidating distributions on all outstanding preferred stock and the corresponding amounts payable on all other classes or series of our capital stock ranking on parity with the preferred stock and all other such classes or series of shares of capital stock ranking on parity with the preferred stock in the distribution of assets, then the holders of the preferred stock and all other such classes or series of capital stock will share ratably in any such distribution of assets in proportion to the full liquidating distributions to which they would otherwise be entitled.

Upon any such liquidation, dissolution or winding up and if we have made liquidating distributions in full to all holders of preferred stock, we will distribute our remaining assets among the holders of any other classes or series of capital stock ranking junior to the preferred stock according to their respective rights and preferences and, in each case, according to their respective number of shares. For such purposes, our consolidation or merger with or into any other corporation, trust or entity, or the sale, lease or conveyance of all or substantially all of our property or assets will not be deemed to constitute a liquidation, dissolution or winding up of our affairs.

Redemption

If so provided in the applicable prospectus supplement, the preferred stock will be subject to mandatory redemption or redemption at our option, as a whole or in part, in each case upon the terms, at the times and at the redemption prices set forth in such prospectus supplement.

The prospectus supplement relating to a series of preferred stock that is subject to mandatory redemption will specify the number of shares of preferred stock that shall be redeemed by us in each year commencing after a date to be specified, at a redemption price per share to be specified, together with an amount equal to all accrued and unpaid dividends thereon to the date of redemption. Unless the shares have a cumulative dividend, such accrued dividends will not include any accumulation in respect of unpaid dividends for prior dividend periods. We may pay the redemption price in cash or other property, as specified in the applicable prospectus supplement. If the redemption price for preferred stock of any series is payable only from the net proceeds of the issuance of shares of our capital stock, the terms of such preferred stock may provide that, if no such shares of our capital stock shall have been issued or to the extent the net proceeds from any issuance are insufficient to pay in full the aggregate redemption price then due, such preferred stock shall automatically and mandatorily be converted into the applicable shares of our capital stock pursuant to conversion provisions specified in the applicable prospectus supplement. Notwithstanding the foregoing, we will not redeem any preferred stock of a series unless:

- if that series of preferred stock has a cumulative dividend, we have declared and paid or contemporaneously declare and pay or set aside funds to pay full cumulative dividends on the preferred stock for all past dividend periods and the then current dividend period; or
- if such series of preferred stock does not have a cumulative dividend, we have declared and paid or contemporaneously declare and pay or set aside funds to pay full dividends for the then current dividend period.

In addition, we will not acquire any preferred stock of a series unless:

- if that series of preferred stock has a cumulative dividend, we have declared and paid or contemporaneously declare and pay or set aside funds to pay full cumulative dividends on all outstanding shares of such series of preferred stock for all past dividend periods and the then current dividend period; or
- if that series of preferred stock does not have a cumulative dividend, we have declared and paid or contemporaneously declare and pay or set aside funds to pay full dividends on the preferred stock of such series for the then current dividend period.

However, at any time we may purchase or acquire preferred stock of that series (1) pursuant to a purchase or exchange offer made on the same terms to holders of all outstanding preferred stock of such series or (2) by conversion into or exchange for shares of our capital stock ranking junior to the preferred stock of such series as to dividends and upon liquidation.

If fewer than all of the outstanding shares of preferred stock of any series are to be redeemed, we will determine the number of shares that may be redeemed pro rata from the holders of record of such shares in proportion to the number of such shares held or for which redemption is requested by such holder or by any other equitable manner that we determine. Such determination will reflect adjustments to avoid redemption of fractional shares.

Unless otherwise specified in the prospectus supplement, we will mail notice of redemption at least 30 days but not more than 60 days before the redemption date to each holder of record of preferred stock to be redeemed at the address shown on our stock transfer books. Each notice shall state:

- the redemption date;
- the number of shares and series of preferred stock to be redeemed;
- the redemption price;
- the place or places where certificates for such preferred stock are to be surrendered for payment of the redemption price;
- that dividends on the shares to be redeemed will cease to accrue on such redemption date;
- the date on which the holder's conversion rights, if any, as to such shares shall terminate; and
- the specific number of shares to be redeemed from each such holder if fewer than all the shares of any series are to be redeemed.

Registration Rights

Pursuant to the Investor Rights Agreement, we will agree that upon Pershing Square's request we will use our commercially reasonable efforts to effect a registration under applicable federal and state securities laws for shares of our common stock held by Pershing Square. Immediately following the separation and distribution, Pershing Square is expected to own approximately 37.5% of our outstanding common stock based on its ownership of HHH as of March 31, 2024. Following the completion of the anticipated Rights Offering, the shares covered by registration rights will represent, at most, approximately 72.3% of our outstanding common stock, assuming no stockholder other than Pershing Square participates in the Rights Offering. The registration rights will terminate as to each Pershing Square entity on the date on which such entity no longer owns any registrable securities.

Demand Registration Rights

Pershing Square may request that we file a registration statement to register the offer and sale of its shares. Each such request for registration must cover securities the aggregate fair market value of which is at least $25 million. We will not be obligated to effect an underwritten offering with respect to any entity that is a Company affiliate during the regular trading blackout period for our directors, officers and other certain employees. The number of demand registrations that Pershing Square will be entitled to request will be unlimited; provided, that we will not be

obligated to undertake more than one related underwritten offering in any twelve-month period following , 2024, nor more than one in any twelve-month period generally.

Piggyback Registration Rights

Pershing Square will also be entitled to certain "piggyback" registration rights. If we propose to register shares of our common stock or other securities under the Securities Act, either for our own account or for the account of other security holders, in connection with such offering, Pershing Square will be able to request that we include its shares in such registration, subject to certain marketing and other limitations. As a result, whenever we propose to file a registration statement under the Securities Act, subject to certain exceptions, Pershing Square will be entitled to notice of the registration and have the right, subject to certain limitations, to include its shares of common stock in the registration.

Anti-Takeover Effects of Various Provisions of Delaware Law, our Certificate of Incorporation and Bylaws and the Investor Rights Agreement

Provisions of the DGCL, our Certificate of Incorporation and Bylaws and the Investor Rights Agreement could make it more difficult to acquire us by means of a tender offer, a proxy contest or otherwise, or to remove incumbent officers and directors. These provisions, summarized below, are expected to discourage certain types of coercive takeover practices and takeover bids that our board of directors may consider inadequate and to encourage persons seeking to acquire control of us to first negotiate with our board of directors. We believe that the benefits of increased protection of our ability to negotiate with the proponent of an unfriendly or unsolicited proposal to acquire or restructure us outweigh the disadvantages of discouraging takeover or acquisition proposals because, among other things, negotiation of these proposals could result in improved terms for our stockholders.

Delaware Anti-Takeover Statute

We are subject to Section 203 of the DGCL, an anti-takeover statute. In general, Section 203 of the DGCL prohibits a publicly-held Delaware corporation from engaging in a "business combination" with an "interested stockholder" for a period of three years following the time the person became an interested stockholder, unless the business combination or the acquisition of shares that resulted in a stockholder becoming an interested stockholder is approved in a prescribed manner. Generally, a "business combination" includes a merger, asset or stock sale or other transaction resulting in a financial benefit to the interested stockholder. Generally, an "interested stockholder" is a person who, together with affiliates and associates, owns (or, if the person is an affiliate or an associate of the Company, within three years prior to the determination of interested stockholder status did own) 15% or more of a corporation's voting stock. The existence of this provision would be expected to have an anti-takeover effect with respect to transactions not approved in advance by our board of directors, including discouraging attempts that might result in a premium over the market price for the shares of common stock held by stockholders.

We intend to grant a waiver of the applicability of the provisions of Section 203 to Pershing Square Capital Management, L.P., PS Management GP, LLC and William A. Ackman, such that Pershing Square may increase its position in our common stock to 15% or more of the outstanding shares of common stock without being subject to Section 203's restrictions on business combinations. As such, Pershing Square, through its ability to accumulate more common stock than would otherwise be permitted under Section 203, would have the ability to become a large holder group that would be able to affect matters requiring approval by Company stockholders, including the election of directors and approval of mergers or other business combination transactions.

These anti-takeover provisions could make it more difficult for a third party to acquire us, even if the third-party's offer may be considered beneficial by many of our stockholders. As a result, our stockholders may be limited in their ability to obtain a premium for their shares. These provisions could limit the price that investors might be willing to pay in the future for shares of our common stock. There also may be dilution of our common stock from the exercise of outstanding warrants, which may materially adversely affect the market price and negatively impact a holder's investment.

Size of Board and Vacancies

Our Bylaws will provide that the number of directors on our board of directors will be fixed exclusively by our board of directors. Subject to the rights of the holders of any series of preferred stock then outstanding, newly created directorships resulting from any increase in our authorized number of directors will be filled by a majority of our board of directors then in office, provided that a majority of the total number of directors is present, unless our board of directors otherwise determines that such directorships should be filled by the affirmative vote of the stockholders of record of at least a majority of the voting stock. Any vacancies in our board of directors resulting from death, resignation, retirement, disqualification, removal from office or other cause will be filled generally by the majority vote of our remaining directors in office, even if less than a quorum is present. Our Certificate of Incorporation and Bylaws will permit stockholders to remove a director or directors with or without cause.

Pursuant to the Investor Rights Agreement we expect to enter into with Pershing Square, following the completion of our spin-off from HHH, as long as Pershing Square owns at least 10% of the total outstanding shares of our common stock, Pershing Square will be entitled to nominate at least one director to our board of directors and, if we increase the size of the board to larger than five directors, as many nominees as represent at least 20% of the total number of directors then on the board. These board designation rights will also be contained in our Certificate of Incorporation.

Indemnification of Directors and Officers

Section 102 of the DGCL permits a corporation to eliminate the personal liability of its directors or its stockholders for monetary damages for a breach of fiduciary duty as a director, except where the director breached his or her duty of loyalty, failed to act in good faith, engaged in intentional misconduct or knowingly violated a law, authorized the payment of a dividend or approved a stock repurchase in violation of Delaware corporate law or obtained an improper personal benefit. The Certificate of Incorporation will provide that no director shall be personally liable to it or its stockholders for monetary damages for any breach of fiduciary duty as a director, notwithstanding any provision of law imposing such liability, except to the extent that the DGCL prohibits the elimination or limitation of liability of directors for breaches of fiduciary duty.

Section 145 of the DGCL provides that a corporation has the power to indemnify a director, officer, employee or agent of the corporation and certain other persons serving at the request of the corporation in related capacities against expenses (including attorneys' fees), judgments, fines and amounts paid in settlements actually and reasonably incurred by the person in connection with an action, suit or proceeding to which he or she is or is threatened to be made a party by reason of such position, if such person acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the corporation, and, in any criminal action or proceeding, had no reasonable cause to believe his or her conduct was unlawful, except that, in the case of actions brought by or in the right of the corporation, no indemnification shall be made with respect to any claim, issue or matter as to which such person shall have been adjudged to be liable to the corporation unless and only to the extent that the Court of Chancery or other adjudicating court determines that, despite the adjudication of liability but in view of all of the circumstances of the case, such person is fairly and reasonably entitled to indemnify for such expenses which the Court of Chancery or such other court shall deem proper.

Our Bylaws will provide that the Company will indemnify and hold harmless, to the fullest extent permitted by the DGCL, any director or officer who was or is made or is threatened to be made a party or is otherwise involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative (a "Proceeding") by reason of the fact that he or she, or a person for whom he or she is the legal representative, is or was a director or officer while serving as such, or is or was serving at the request of the Company as a director, officer, employee or agent of another corporation or of a partnership, joint venture, trust, enterprise or non-profit entity, against all liability and loss suffered and expenses reasonably incurred by such person in connection with any such Proceeding.

Our Bylaws will also provide that the Company will have the power to indemnify and hold harmless, to the fullest extent permitted by applicable law, any employee or agent of the Company who was or is made or is threatened to be made a party or is otherwise involved in any Proceeding by reason of the fact that he or she, or a person for whom he or she is the legal representative, is or was an employee or agent of the Company or is or was

serving at the request of the Company as a director, officer, employee or agent of another corporation or of a partnership, joint venture, trust, enterprise or non-profit entity against all liability and loss suffered and expenses reasonably incurred by such person in connection with any such Proceeding.

Prior to the completion of separation, we intend to enter into indemnification agreements with our directors and executive officers.

The Company will maintain a general liability insurance policy which covers certain liabilities of its directors and officers arising out of claims based on acts or omissions in their capacities as directors or officers.

Special Stockholder Meetings

Under our Certificate of Incorporation and Bylaws, our board of directors will be permitted to call special meetings of our stockholders. A special meeting will also be required to be called by the secretary upon written request by stockholders who together hold 15% or more of the voting power of the issued and outstanding shares of the capital stock of the Company entitled to vote generally in the election of directors.

Prohibition of Stockholder Action by Written Consent

Our Certificate of Incorporation will expressly prohibit our stockholders from acting by written consent. Stockholder action will be required to take place at an annual or a special meeting of our stockholders.

Requirements for Advance Notice of Stockholder Nominations and Proposals

Our Bylaws will establish advance notice procedures with respect to stockholder proposals and nomination of candidates for election as directors other than nominations made by or at the direction of our board of directors or a committee of our board of directors.

Restrictions on Ownership; Transfer of Excess Shares to a Trust

To comply with the policies of MLB, the Certificate of Incorporation will provide that, as long as we have an ownership interest in the professional baseball club currently known as the Aviators and subject to certain exceptions, no person may acquire shares of our common stock if, after such acquisition, that person would (i) own at least 10% of the outstanding shares of our common stock, unless such person has received prior written approval from MLB, (ii) own at least 50% of the outstanding shares of our common stock or at least 50% of the total voting power of our then-outstanding securities entitled to vote generally in the election of directors or (iii) have the ability to appoint at least a majority of the members of our board, unless, in each case, such person is approved by MLB or qualifies as an exempt person (which includes Pershing Square or any person approved by MLB as the "control person" of the Aviators). In the event that a person (the "excess share transferor") attempts to acquire shares of our common stock in violation of these restrictions, the applicable excess shares would automatically be transferred to a trust and held for the benefit of the excess share transferor, and the excess shares may be sold for cash, on the open market, in privately negotiated transactions or otherwise; however, in the case of any purported transfer that would result in a person being a 10% Holder (as defined herein), if the excess shares constitute less than 1% of the then outstanding shares of our common stock, the transferor may notify us that they intend to seek MLB approval, in which case the trustee will refrain from selling the related excess shares for a 60-day period following the date of notice regarding automatic transfer of excess shares to the trust.

The Certification of Incorporation will also provide that:

1. the trustee will have all voting rights with respect to the excess shares;

2. any shares of our common stock issued as a dividend on the excess shares will be treated as excess shares; and

3. subject to compliance with certain payment conditions, the excess share transferor will be entitled to receive any other dividends or distributions paid on the excess shares.

The provisions of the Certificate of Incorporation pertaining to the foregoing restrictions and the treatment of excess shares will terminate on the earlier of (1) there ceasing to be outstanding any shares of our common stock and (2) the date on which we no longer have an ownership interest in the professional baseball club currently known as the Aviators.

These share ownership limitations and required MLB approvals could have an anti-takeover effect, potentially discouraging third parties from making proposals for certain acquisitions of our common stock or a change of control transaction.

Transfer Agent and Registrar

Computershare Trust Company, N.A. will be the transfer agent and registrar for our common stock.

Listing

We intend to apply to have our common stock authorized for listing on the NYSE under the symbol "SEG."

WHERE YOU CAN FIND MORE INFORMATION

We have filed with the SEC a registration statement on Form 10 with respect to our common stock being distributed as contemplated by this information statement. This information statement is a part of, and does not contain all of the information set forth in, the registration statement and the exhibits and schedules to the registration statement. For further information with respect to us and our common stock, please refer to the registration statement, including the exhibits and schedules to the registration statement. Statements made in this information statement relating to any contract or other document are not necessarily complete, and you should refer to the exhibits attached to the registration statement for copies of the actual contract or document. The SEC maintains an Internet site that contains reports, proxy and information statements, and other information regarding issuers that file electronically with the SEC at www.sec.gov.

As a result of the distribution, we will become subject to the informational requirements of the Exchange Act and will be required to file periodic and current reports, proxy statements and other information with the SEC. We intend to furnish our stockholders with annual reports containing financial statements audited by an independent registered public accounting firm.

In addition, following the completion of the distribution, we will make the information filed with or furnished to the SEC available free of charge through our website, www.seaportentertainment.com, as soon as reasonably practicable after we electronically file such material with, or furnish it to, the SEC. The information contained in, or that can be accessed through, our website is not incorporated by reference and is not part of this information statement.

You should rely only on the information contained in this information statement or to which this information statement has referred you. We have not authorized any person to provide you with different information or to make any representation not contained in this information statement.

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SEAPORT ENTERTAINMENT GROUP INC.

BALANCE SHEETS
(Unaudited)

	June 30, 2024	February 6, 2024
ASSETS		
Cash	1,000	1,000
Total assets	**$ 1,000**	**$ 1,000**
SHAREHOLDER'S EQUITY		
Common shares ($.01 par value, 5,000 shares authorized, 1,000 issued and outstanding)	10	10
Additional paid-in capital	990	990
Total equity	**$ 1,000**	**$ 1,000**

See Notes to Financial Statements.

1. Organization

Seaport Entertainment Group Inc. (Seaport Entertainment) was organized by Howard Hughes Holdings Inc. (NYSE:HHH) (HHH) on January 24, 2024 (capitalized February 6, 2024). Seaport Entertainment was formed for the purpose of receiving via contribution from HHH, all of the assets and liabilities of HHH's existing entertainment-related assets in New York City and Las Vegas, including the Seaport in Lower Manhattan, a 25% minority interest in Jean-Georges Restaurants as well as other partnerships, the Las Vegas Aviators Triple-A Minor League Baseball team and Las Vegas Ballpark, an interest in and to 80% of the air rights above the Fashion Show mall in Las Vegas and certain other assets and liabilities that HHH is expected to contribute to Seaport Entertainment.

2. Basis of Presentation

Seaport Entertainment's balance sheet has been prepared in accordance with accounting principles generally accepted in the United States of America. Statements of income, changes in shareholder's equity, and cash flows have not been presented because Seaport Entertainment has no activity.

3. Shareholder's Equity

Seaport Entertainment has been capitalized with the issuance of 1,000 common shares ($.01 par value per share) and $990 additional paid-in capital for a total of $1,000.

4. Subsequent Events

Subsequent events have been evaluated through July 19, 2024, the date that this balance sheet was available to be issued. On July 19, 2024, an amendment to Seaport Entertainment's Certificate of Incorporation was filed. This amendment increases the number of shares authorized to 100,000,000 shares of common stock with a par value of $.01 per share.

Report of Independent Registered Public Accounting Firm

To the Shareholder and Board of Directors
Seaport Entertainment Group Inc.:

Opinion on the Financial Statement

We have audited the accompanying balance sheet of Seaport Entertainment Group Inc. (the Company) as of February 6, 2024, and the related notes (collectively, the financial statement). In our opinion, the financial statement presents fairly, in all material respects, the financial position of the Company as of February 6, 2024, in conformity with U.S. generally accepted accounting principles.

Basis for Opinion

The financial statement is the responsibility of the Company's management. Our responsibility is to express an opinion on the financial statement based on our audit. We are a public accounting firm registered with the Public Company Accounting Oversight Board (United States) (PCAOB) and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audit in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statement is free of material misstatement, whether due to error or fraud. Our audit included performing procedures to assess the risks of material misstatement of the financial statement, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the financial statement. Our audit also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the financial statement. We believe that our audit provides a reasonable basis for our opinion.

/s/ KPMG LLP

We have served as the Company's auditor since 2024.

Dallas, Texas
February 13, 2024

SEAPORT ENTERTAINMENT GROUP INC.

BALANCE SHEET

	February 6, 2024
ASSETS	
Cash	1,000
Total assets	**$ 1,000**
SHAREHOLDER'S EQUITY	
Common shares ($.01 par value, 5,000 shares authorized, 1,000 issued and outstanding)	10
Additional paid-in capital	990
Total equity	**$ 1,000**

See Notes to Financial Statements.

1. Organization

Seaport Entertainment Group Inc. (Seaport Entertainment) was organized by Howard Hughes Holdings Inc. (NYSE:HHH) (HHH) on January 24, 2024 (capitalized February 6, 2024). Seaport Entertainment was formed for the purpose of receiving via contribution from HHH, all of the assets and liabilities of HHH's existing entertainment-related assets in New York City and Las Vegas, including the Seaport in Lower Manhattan, a 25% minority interest in Jean-Georges Restaurants as well as other partnerships, the Las Vegas Aviators Triple-A Minor League Baseball team and Las Vegas Ballpark, an interest in and to 80% of the air rights above the Fashion Show mall in Las Vegas and certain other assets and liabilities that HHH is expected to contribute to Seaport Entertainment.

2. Basis of Presentation

Seaport Entertainment's balance sheet has been prepared in accordance with accounting principles generally accepted in the United States of America. Statements of income, changes in shareholder's equity, and cash flows have not been presented because Seaport Entertainment has no activity.

3. Shareholder's Equity

Seaport Entertainment has been capitalized with the issuance of 1,000 common shares ($.01 par value per share) and $990 additional paid-in capital for a total of $1,000.

4. Subsequent Events

Subsequent events have been evaluated through February 13, 2024, the date that this balance sheet was available to be issued.

SEAPORT ENTERTAINMENT DIVISION OF HOWARD HUGHES

CONDENSED COMBINED BALANCE SHEETS

(unaudited)

thousands	March 31, 2024	December 31, 2023
ASSETS		
Buildings and equipment	$ 533,836	$ 528,299
Less: accumulated depreciation	(207,832)	(203,208)
Land	9,497	9,497
Developments	99,092	102,874
Net investment in real estate	434,593	437,462
Investments in unconsolidated ventures	41,879	37,459
Cash and cash equivalents	1,955	1,834
Restricted cash	42,175	42,011
Accounts receivable, net	11,282	13,672
Deferred expenses, net	4,225	4,379
Operating lease right-of-use assets, net	40,272	40,884
Other assets, net	38,348	39,112
Total assets	**$ 614,729**	**$ 616,813**
LIABILITIES		
Mortgages payable, net	$ 155,822	$ 155,628
Operating lease obligations	48,015	48,153
Accounts payable and other liabilities	21,760	28,139
Total liabilities	**225,597**	**231,920**
Commitments and Contingencies (see Note 7)		
EQUITY		
Net parent investment	389,132	384,893
Total equity	**389,132**	**384,893**
Total liabilities and equity	**$ 614,729**	**$ 616,813**

See Notes to Unaudited Condensed Combined Financial Statements.

SEAPORT ENTERTAINMENT DIVISION OF HOWARD HUGHES

CONDENSED COMBINED STATEMENTS OF OPERATIONS

(unaudited) *thousands*	Three months ended March 31, 2024	 2023
REVENUES		
Sponsorships, events, and entertainment revenue	$ 4,180	$ 4,081
Hospitality revenue	4,004	5,222
Rental revenue	6,447	5,442
Other revenue	23	3
Total revenues	**14,654**	**14,748**
EXPENSES		
Sponsorships, events, and entertainment costs	4,861	5,988
Hospitality costs	5,568	6,881
Operating costs	9,904	9,137
Provision for (recovery of) doubtful accounts	953	(19)
General and administrative	16,554	5,456
Depreciation and amortization	8,074	13,230
Other	—	403
Total expenses	**45,914**	**41,076**
OTHER		
Other income, net	8	21
Total other	**8**	**21**
Operating loss	**(31,252)**	**(26,307)**
Interest expense, net	(2,546)	(630)
Equity in losses from unconsolidated ventures	(10,280)	(10,820)
Loss before income taxes	**(44,078)**	**(37,757)**
Income tax (benefit) expense	—	—
Net loss	**$ (44,078)**	**$ (37,757)**

See Notes to Unaudited Condensed Combined Financial Statements.

SEAPORT ENTERTAINMENT DIVISION OF HOWARD HUGHES

CONDENSED COMBINED STATEMENTS OF CASH FLOWS

(unaudited) *thousands*	Three months ended March 31, 2024	 2023
CASH FLOWS FROM OPERATING ACTIVITIES		
Net loss	$ (44,078)	$ (37,757)
Adjustments to reconcile net loss to cash used in operating activities:		
Depreciation	7,176	12,380
Amortization	898	850
Amortization of deferred financing costs	193	77
Straight-line rent amortization	(187)	(71)
Stock compensation expense	658	292
Equity in losses from unconsolidated ventures, net of distributions and impairment charges	10,280	10,820
Provision for (recovery of) doubtful accounts	1,009	(83)
Net Changes:		
Accounts receivable	1,567	(1,285)
Other assets, net	(25)	1,110
Deferred expenses, net	46	—
Accounts payable and other liabilities	3,667	5,483
Cash used in operating activities	**(18,796)**	**(8,184)**
CASH FLOWS FROM INVESTING ACTIVITIES		
Operating property improvements	(1,860)	(4,626)
Property development and redevelopment	(12,018)	(10,641)
Investments in unconsolidated ventures	(14,700)	(11,790)
Cash used in investing activities	**(28,578)**	**(27,057)**
CASH FLOWS FROM FINANCING ACTIVITIES		
Net transfers from Parent	47,659	22,242
Cash provided by financing activities	**47,659**	**22,242**
Net change in cash, cash equivalents and restricted cash	285	(12,999)
Cash, cash equivalents and restricted cash at beginning of period	43,845	66,713
Cash, cash equivalents and restricted cash at end of period	**$ 44,130**	**$ 53,714**
RECONCILIATION OF CASH, CASH EQUIVALENTS AND RESTRICTED CASH		
Cash and cash equivalents	$ 1,955	$ 5,436
Restricted cash	42,175	48,278
Cash, cash equivalents and restricted cash at end of period	**$ 44,130**	**$ 53,714**
SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION		
Interest paid	$ 2,681	$ 1,987
Interest capitalized	667	2,031
NON-CASH TRANSACTIONS		
Accrued property improvements, developments, and redevelopments	(9,571)	250
Capitalized stock compensation	394	243

See Notes to Unaudited Condensed Combined Financial Statements.

SEAPORT ENTERTAINMENT DIVISION OF HOWARD HUGHES

CONDENSED COMBINED STATEMENTS OF EQUITY

(unaudited)

thousands	Net parent investment	Total equity
Balance, December 31, 2022	**$ 1,096,186**	**$ 1,096,186**
Net loss	(37,757)	(37,757)
Net transfers from parent	22,534	22,534
Balance, March 31, 2023	**$ 1,080,963**	**$ 1,080,963**
Balance, December 31, 2023	**$ 384,893**	**$ 384,893**
Net loss	(44,078)	(44,078)
Net transfers from parent	48,317	48,317
Balance, March 31, 2024	**$ 389,132**	**$ 389,132**

See Notes to Unaudited Condensed Combined Financial Statements.

1. Summary of Significant Accounting Policies

Description of the Company On July 17, 2023, The Howard Hughes Corporation (“HHC”) announced that its Board of Directors authorized the creation of a holding company structure. On August 11, 2023, upon the consummation of the transaction, Howard Hughes Holdings Inc. (“HHH” or “Parent”), the new parent holding company, replaced HHC as the public company trading on the New York Stock Exchange. Existing shares of common stock of HHC were automatically converted, on a one-for-one basis, into shares of common stock of HHH, with the same designations, rights, powers, and preferences, and the same qualifications, limitations, and restrictions, as the shares of HHC common stock immediately prior to the reorganization. HHH became the successor issuer to HHC pursuant to Rule 12g-3 (a) under the Exchange Act and replaced HHC as the public company trading on the New York Stock Exchange.

On October 5, 2023, HHH announced its intent to form a new division, the Seaport Entertainment division of Howard Hughes (the "Company"), that includes HHH’s entertainment-related real estate assets and operations, which are concentrated in New York and Las Vegas, including the Seaport in Lower Manhattan (the “Seaport”), a 25% ownership stake in Jean-Georges Restaurants as well as other partnerships, the Las Vegas Aviators Triple-A Minor League Baseball team (the “Aviators”) and the Las Vegas Ballpark, and an interest in and to 80% of the air rights above the Fashion Show mall in Las Vegas.

HHH is establishing the Seaport Entertainment division with the intention of separating it into a stand-alone publicly traded company through the distribution of all of the outstanding shares of common stock of Seaport Entertainment to HHH’s stockholders on a pro rata basis in a distribution intended to be tax-free for U.S. federal income tax purposes, except for cash received in lieu of fractional shares of common stock. While HHH currently intends to effect the distribution, subject to the satisfaction of certain conditions, HHH has no obligation to pursue or consummate any disposition of its ownership of Seaport Entertainment, including through the distribution, by any specified date, or at all. The planned separation and distribution of the Seaport Entertainment division from Howard Hughes will refine the identity of HHH as a pure-play real estate company focused solely on its portfolio of master planned communities and allow the new company to own, operate and develop a unique collection of assets independently positioned at the intersection of entertainment and real estate. To date, Seaport Entertainment has not conducted any business as a separate company.

Principles of Combination and Basis of Presentation The accompanying Unaudited Condensed Combined Financial Statements have been prepared on a standalone basis derived from the consolidated financial statements and accounting records of HHH. These statements reflect the unaudited condensed combined historical results of operations, financial position, and cash flows of the Seaport Entertainment division of Howard Hughes in accordance with accounting principles generally accepted in the United States of America (“GAAP”).

The unaudited interim financial information included in this information statement reflects all adjustments, all of which are of a normal and recurring nature, that management believes are necessary for a fair statement of the results of operations, financial position, equity, and cash flows for the periods presented. The information included in this interim report should be read in conjunction with our Combined Financial Statements and accompanying notes included elsewhere in this information statement.

The Condensed Combined Balance Sheet information at December 31, 2023 was derived from annual audited financial statements, but does not include all disclosures required by GAAP. The results of operations for the year-to-date period ended March 31, 2024 are not necessarily indicative of the results to be expected for other interim periods or the full year.

The Unaudited Condensed Combined Financial Statements include the attribution of certain assets and liabilities that have been held at Parent which are specifically identifiable or attributable to the Company. The assets and liabilities in the carve-out financial statements have been presented on a historical cost basis.

All significant intercompany transactions within the Company have been eliminated. All transactions between the Company and Parent are considered to be effectively settled in the Unaudited Condensed Combined Financial Statements at the time the transaction is recorded, other than transactions described in Note 14 – *Related-Party Transactions* that have historically been settled in cash. The total net effect of the settlement of these intercompany

transactions is reflected in the Unaudited Condensed Combined Statements of Cash Flows as a financing activity and in the Unaudited Condensed Combined Balance Sheets as net parent investment.

These Unaudited Condensed Combined Financial Statements include expense allocations for: (1) certain support functions that are provided on a centralized basis within HHH, including, but not limited to property management, development, executive oversight, treasury, accounting, finance, internal audit, legal, information technology, human resources, communications, facilities, and risk management; and (2) employee benefits and compensation, including stock-based compensation. These expenses have been allocated to the Company on the basis of direct time spent on Company projects where identifiable, with the remainder allocated on a basis of revenue, headcount, payroll costs, or other applicable measures. For an additional discussion and quantification of expense allocations, see Note 12 – *Related-Party Transactions*.

Management believes the assumptions underlying these Unaudited Condensed Combined Financial Statements, including the assumptions regarding allocated expenses, reasonably reflect the utilization of services provided to or the benefit received by the Company during the periods presented. Nevertheless, the Unaudited Condensed Combined Financial Statements may not reflect the results of operations, financial position and cash flows had the Company been a standalone company during the periods presented. Actual costs that the Company may have incurred had it been a standalone company would depend on several factors, including the chosen organization structure, whether functions were outsourced or performed by its employees and strategic decisions made in areas such as executive leadership, corporate infrastructure, and information technology.

Debt obligations and related financing costs of Parent have not been included in the Unaudited Condensed Combined Financial Statements of the Company, because the Company's business is not a party to the obligations between Parent and the debt holders. Further, the Company does not guarantee any of Parent's debt obligations.

The income tax provision in the Unaudited Condensed Combined Statements of Operations has been calculated as if the Company was operating on a standalone basis and filed separate tax returns in the jurisdictions in which it operates. Therefore, cash tax payments and items of current and deferred taxes may not be reflective of the Company's actual tax balances prior to or subsequent to the carve-out.

HHH maintains stock-based compensation plans at a corporate level. The Company's employees participate in such plans and the portion of the cost of those plans related to the Company's employees is included in the Unaudited Condensed Combined Statements of Operations. However, the Unaudited Condensed Combined Balance Sheets does not include any equity issued related to stock-based compensation plans.

The equity balance in these Unaudited Condensed Combined Financial Statements represents the excess of total assets over total liabilities, including intercompany balances between the Company and Parent (net parent investment).

Liquidity and Going Concern The Company historically managed liquidity risk by effectively managing its operations, capital expenditures, development and redevelopment activities, and cash flows, making use of a central treasury function and other shared services provided by the Parent. The Company does not currently have, nor does it expect to generate from operations, adequate liquidity to fund its operations for the next twelve months. To mitigate such conditions, the Parent has committed to support the operating, investing and financing activities of the Company by contributing capital to the Company prior to the separation and distribution.

Management believes that cash on hand and the financial support from Parent will provide sufficient liquidity to meet the Company's projected obligations for at least twelve months.

The Unaudited Combined Financial Statements for the Company have been prepared on the basis of accounting policies applicable to a going concern. The going concern basis presumes that for the foreseeable future, funds will be available to finance future operations and that the realization of assets and settlement of liabilities, contingent obligations and commitments will occur in the ordinary course of business.

Use of Estimates The preparation of financial statements in conformity with GAAP requires management to make estimates and assumptions. These estimates and assumptions affect the reported amounts of assets and

liabilities, the disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting periods. The estimates and assumptions include, but are not limited to, capitalization of development costs, provision for income taxes, future cash flows used in impairment analysis and fair value used in impairment calculations, recoverable amounts of receivables and deferred tax assets, initial valuations of tangible and intangible assets acquired and the related useful lives of assets upon which depreciation and amortization is based. Estimates and assumptions have also been made with respect to future revenues and costs. Actual results could differ from these and other estimates.

Cash and Cash Equivalents Cash and cash equivalents consist of highly liquid investments with maturities at date of purchase of three months or less and deposits with major banks throughout the United States. Such deposits are in excess of FDIC limits and are placed with high-quality institutions in order to minimize concentration of counterparty credit risk.

Restricted Cash Restricted cash reflects amounts segregated in escrow accounts in the name of the Company, primarily related to development activity at 250 Water Street and other amounts related to payment of principal and interest on the Company's outstanding mortgages payable.

Accounts Receivable, net Accounts receivable includes tenant receivables, straight-line rent receivables, and other receivables. On a quarterly basis, management reviews tenant receivables and straight-line rent assets for collectability. As required under ASC 842 *Leases* (ASC 842), this analysis includes a review of past due accounts and considers factors such as the credit quality of tenants, current economic conditions and changes in customer payment trends. When full collection of a lease receivable or future lease payment is not probable, a reserve for the receivable balance is charged against rental revenue and future rental revenue is recognized on a cash basis. The Company also records reserves for estimated losses under ASC 450 *Contingencies* (ASC 450) if the estimated losses are probable and can be reasonably estimated.

Other receivables primarily related to short-term trade receivables. The Company is exposed to credit losses through the sale of goods and services to customers. As required under ASC 326 *Financial Instruments – Credit Losses* (ASC 326), the Company assesses its exposure to credit loss related to these receivables on a quarterly basis based on historical collection experience and future expectations by portfolio. As of March 31, 2024, and December 31, 2023, there were no material past due receivables and there have been no material write-offs or recoveries of amounts previously written-off.

The following table represents the components of Accounts Receivable, net of amounts considered uncollectible, in the accompanying Unaudited Condensed Combined Balance Sheets as of:

thousands	March 31, 2024	December 31, 2023
Tenant receivables	$ 707	$ 875
Straight-line rent receivables	3,539	3,353
Other receivables	7,036	9,444
Accounts receivable, net [(a)]	**$ 11,282**	**$ 13,672**

(a) As of March 31, 2024, and December 31, 2023, the total reserve balance was $2.3 million and $1.4 million, respectively.

The following table summarizes the impacts of the collectability reserves in the accompanying Unaudited Condensed Combined Statements of Operations:

	Three months ended March 31,	
thousands	**2024**	**2023**
Statements of Operations Location		
Rental revenue	$ 56	$ (128)
Provision for doubtful accounts	953	(19)
Total (income) expense impact	**$ 1,009**	**$ (147)**

As of March 31, 2024, two customers had an accounts receivable balance of $1.1 million and $1.1 million, which represented approximately 9.7% and 9.7% of the Company's accounts receivable balance, respectively. Additionally, one related party accounted for approximately $1.3 million, which represented approximately 11.5% of the Company's accounts receivable. See Note 12 - *Related-Party Transactions* for additional information.

As of December 31, 2023, two customers had an accounts receivable balance of $2.1 million and $1.7 million, which represented approximately 15.1% and 12.2% of the Company's accounts receivable balance, respectively. Additionally, one related party accounted for approximately $3.1 million, which represented approximately 22.8% of the Company's accounts receivable. See Note 12 – *Related-Party Transactions* for additional information.

2. Investments in Unconsolidated Ventures

In the normal course of business, the Company enters into partnerships and ventures with an emphasis on investments associated with businesses that operate at the Company's real estate assets and other entertainment-related investments. The Company does not consolidate the investments in the periods presented below as it does not have a controlling financial interest in these ventures. As such, the Company primarily reports its interests in accordance with the equity method. Additionally, the Company evaluates its equity method investments for significance in accordance with Regulation S-X, Rule 3-09 and Regulation S-X, Rule 4-08(g) and presents separate annual financial statements or summarized financial information, respectively, as required by those rules.

Investments in unconsolidated ventures consist of the following:

	Ownership Interest [a]		Carrying Value		Share of Earnings (Losses)/ Dividends	
					Three months ended March 31,	
thousands except percentages	**March 31, 2024**	**December 31, 2023**	**March 31, 2024**	**December 31, 2023**	**2024**	**2023**
Equity Method Investments						
The Lawn Club [b]	**50 %**	**50 %**	$ 3,926	$ 1,266	$ (453)	$ —
Ssäm Bar [b] [c]	**50 %**	**50 %**	—	—	—	(398)
Tin Building by Jean-Georges [b] [c]	**65 %**	**65 %**	13,583	11,658	(9,661)	(10,208)
Jean-Georges Restaurants	**25 %**	**25 %**	14,370	14,535	(166)	(214)
			31,879	**27,459**	**(10,280)**	**(10,820)**
Other equity investments [d]			**10,000**	**10,000**	**—**	**—**
Investments in unconsolidated ventures			**$ 41,879**	**$ 37,459**	**$ (10,280)**	**$ (10,820)**

(a) Ownership interests presented reflect the Company's stated ownership interest or if applicable, the Company's final profit-sharing interest after receipt of any preferred returns based on the venture's distribution priorities.

(b) For these equity method investments, various provisions in the venture operating agreements regarding distributions of cash flow based on capital account balances, allocations of profits and losses and preferred returns may result in the Company's economic interest differing from its stated interest or final profit-sharing interest. For these investments, the Company recognizes income or loss based on the venture's distribution priorities, which could fluctuate over time and may be different from its stated ownership or final profit-sharing interest.

(c) Classified as a VIE; however, the Company is not the primary beneficiary and accounts for its investment in accordance with the equity method. Refer to discussion below for additional information.
(d) Other equity investments represent investments not accounted for under the equity method. The Company elected the measurement alternative as these investments do not have readily determinable fair values. There were no impairments, or upward or downward adjustments to the carrying amounts of these securities either during the three months ended March 31, 2024, or cumulatively. As of December 31, 2023, Other equity investments consists of $10.0 million of warrants, which represents cash paid by the Company for the option to acquire additional ownership interest in Jean-Georges Restaurants. Refer to discussion below for additional detail.

The Lawn Club In 2021, the Company formed HHC Lawn Games, LLC with The Lawn Club NYC, LLC ("Endorphin Ventures"), to construct and operate an immersive indoor and outdoor restaurant that includes an extensive area of indoor grass, a stylish clubhouse bar, and a wide variety of lawn games. This concept opened in the fourth quarter of 2023. Under the terms of the initial agreement, the Company funded 80% of the cost to construct the restaurant, and Endorphin Ventures contributed the remaining 20%. In October 2023, the members executed an amended LLC agreement, in which the Company will fund 90% of any remaining capital requirements, and Endorphin Ventures will contribute 10%. The Company will recognize its share of income or loss based on the joint venture distribution priorities, which could fluctuate over time. Upon return of each member's contributed capital and a preferred return to the Company, distributions and recognition of income or loss will be allocated to the Company based on its final profit-sharing interest. The Company also entered into a lease agreement with HHC Lawn Games, LLC pursuant to which the Company agreed to lease 20,000 square feet of the Fulton Market Building to this venture.

Ssäm Bar In 2016, the Company formed Pier 17 Restaurant C101, LLC ("Ssäm Bar") with MomoPier, LLC ("Momofuku") to construct and operate a restaurant and bar at Pier 17 in the Seaport, which opened in 2019. The Company recognizes its share of income or loss based on the joint venture's distribution priorities, which could fluctuate over time. During the third quarter of 2023, the Ssäm Bar restaurant closed, and the Company and Momofuku are in the process of dissolving the venture.

Tin Building by Jean-Georges In 2015, the Company, together with VS-Fulton Seafood Market, LLC ("Fulton Partner"), formed Fulton Seafood Market, LLC ("Tin Building by Jean-Georges") to operate a 53,783 square foot culinary marketplace in the historic Tin Building. The Fulton Partner is a wholly owned subsidiary of Jean-Georges Restaurants. The Company purchased a 25% interest in Jean-George Restaurants in March 2022 as discussed below.

The Company owns 100% of the Tin Building and leased 100% of the space to the Tin Building by Jean-Georges joint venture. Throughout this information statement, references to the Tin Building relate to the Company's 100% owned landlord operations and references to the Tin Building by Jean-Georges refer to the hospitality business in which the Company has an equity ownership interest. The Company, as landlord, funded 100% of the development and construction of the Tin Building. Under the terms of the Tin Building by Jean-Georges LLC agreement, the Company contributes the cash necessary to fund pre-opening, opening and operating costs of the Tin Building by Jean-Georges. The Fulton Partner is not required to make any capital contributions. The Tin Building was completed and placed in service during the third quarter of 2022 and the Tin Building by Jean-Georges culinary marketplace began operations in the third quarter of 2022. Based on capital contribution and distribution provisions for the Tin Building by Jean-Georges, the Company currently receives substantially all of the economic interest in the venture. Upon return of the Company's contributed capital and a preferred return to the Company, distribution and recognition of income or loss will be allocated to the Company based on its final profit-sharing interest.

As of March 31, 2024, the Tin Building by Jean-Georges is classified as a VIE because the equity holders, as a group, lack the characteristics of a controlling financial interest. The Company further concluded that it is not the primary beneficiary of the VIE as it does not have the power to direct the restaurant-related activities that most significantly impact its economic performance. As the Company is unable to quantify the maximum amount of additional capital contributions that may be funded in the future associated with this investment, the Company's maximum exposure to loss is currently equal to the $13.6 million carrying value of the investment as of March 31, 2024. The Company funded capital contributions of $11.6 million for the three months ended March 31, 2024, and $48.1 million for the year ended December 31, 2023.

The Company's investment in the Tin Building by Jean-Georges meets the threshold for disclosure of summarized financials for the three months ended March 31, 2024, and March 31, 2023. Relevant financial statement information is summarized as follows:

thousands	March 31, 2024	December 31, 2023
Balance Sheet		
Total Assets	$ 97,191	$ 96,555
Total Liabilities	82,426	83,716
Total Equity	14,765	12,839

thousands	Three months ended March 31, 2024	2023
Income Statement		
Revenues	$ 6,538	$ 6,953
Gross Margin	4,047	4,340
Net Loss	(9,661)	(10,208)

Jean-Georges Restaurants In March 2022, the Company acquired a 25% interest in JG Restaurant HoldCo LLC ("Jean-Georges Restaurants") for $45.0 million from JG TopCo LLC ("Jean-Georges"). Jean-Georges Restaurants currently has over 40 hospitality offerings and a pipeline of new concepts. The Company accounts for its ownership interest in accordance with the equity method and recorded its initial investment at cost, inclusive of legal fees and transaction costs. Under the terms of the current operating agreement, all cash distributions and the recognition of income-producing activities will be pro rata based on stated ownership interest.

Concurrent with the Company's acquisition of the 25% interest in Jean-Georges Restaurants, the Company entered into a warrant agreement with Jean-Georges. The Company paid $10.0 million for the option to acquire up to an additional 20% interest in Jean-Georges Restaurants at a fixed exercise price per share subject to certain anti-dilution provisions. Should the warrant agreement be exercised by the Company, the $10.0 million will be credited against the aggregate exercise price of the warrants. Per the warrant agreement, the $10.0 million is to be used for working capital of Jean-Georges Restaurants. The warrant became exercisable on March 2, 2022, subject to automatic exercise in the event of dissolution or liquidation and will expire on March 2, 2026. As of March 31, 2024, this warrant has not been exercised. The Company elected the measurement alternative for this purchase option as the equity security does not have a readily determinable fair value. As such, the investment is measured at cost, less any identified impairment charges.

Creative Culinary Management Company, LLC ("CCMC"), a wholly owned subsidiary of Jean-Georges Restaurants, provides management services for certain retail and food and beverage businesses that the Company owns, either wholly or through partnerships with third parties. The Company's businesses managed by CCMC include the Tin Building by Jean-Georges, The Fulton, and Malibu Farm. Pursuant to the various management agreements, CCMC is responsible for employment and supervision of all employees providing services for the food and beverage operations and restaurant as well as the day-to-day operations and accounting for the food and beverage operations.

3. Impairment

The Company reviews its long-lived assets for potential impairment indicators whenever events or changes in circumstances indicate that the carrying amounts may not be recoverable. Impairment or disposal of long-lived assets in accordance with ASC 360 *Property, Plant, and Equipment* (ASC 360) require that if impairment indicators exist and expected undiscounted cash flows generated by the asset over an anticipated holding period are less than its carrying amount, an impairment provision should be recorded to write down the carrying amount of the asset to its fair value. The impairment analysis does not consider the timing of future cash flows and whether the asset is

expected to earn an above- or below-market rate of return. No impairment charges were recorded during the three months ended March 31, 2024 and 2023.

The Company evaluates each investment in an unconsolidated venture discussed in Note 2 – *Investments in Unconsolidated Ventures* periodically for recoverability and valuation declines that are other-than-temporary. If the decrease in value of an investment is deemed to be other-than-temporary, the investment is reduced to its estimated fair value. No impairment charges were recorded for investment in real estate and other affiliates during the three months ended March 31, 2024 and 2023.

4. Other Assets and Liabilities

Other Assets, net The following table summarizes the significant components of Other assets, net as of:

thousands	March 31, 2024	December 31, 2023
Intangibles	$ 19,746	$ 20,534
Security and other deposits	14,190	14,190
Food and beverage and merchandise inventory	2,779	2,718
Prepaid expenses	1,516	1,524
Other	117	146
Other assets, net	**$ 38,348**	**$ 39,112**

Accounts Payable and Other Liabilities The following table summarizes the significant components of Accounts payable and other liabilities as of:

thousands	March 31, 2024	December 31, 2023
Deferred income	$ 8,426	$ 4,030
Accounts payable and accrued expenses	5,167	4,285
Construction payables	2,907	12,477
Accrued payroll and other employee liabilities	2,157	4,885
Accrued interest	1,528	1,000
Tenant and other deposits	1,034	554
Other	541	908
Accounts payable and other liabilities	**$ 21,760**	**$ 28,139**

5. Mortgages Payable, Net

Mortgages Payable Mortgages payable, net are summarized as follows:

thousands	March 31, 2024	December 31, 2023
Fixed-rate debt		
Secured mortgages payable	$ 42,990	$ 42,990
Variable-rate debt		
Secured mortgages payable	115,000	115,000
Unamortized deferred financing costs	(2,168)	(2,362)
Mortgages payable, net	**$ 155,822**	**$ 155,628**

As of March 31, 2024, land, buildings and equipment, developments, and other collateral with an aggregate net book value of $198.4 million have been pledged as collateral for the Company's debt obligations. Secured mortgages payable are without recourse to the Company and the Company's Parent at March 31, 2024.

Secured Mortgages Payable The Company's outstanding mortgages are collateralized by certain of the Company's real estate assets. The Company's fixed-rate debt obligation requires semi-annual installments of principal and interest, and the Company's variable-rate debt requires monthly installments of only interest. As of March 31, 2024, the Company's secured mortgage loans did not have any undrawn lender commitment available to be drawn for property development.

The following table summarizes the Company's Secured mortgages payable:

	March 31, 2024			December 31, 2023		
$ in thousands	**Principal**	**Interest Rate**	**Maturity Date**	**Principal**	**Interest Rate**	**Maturity Date**
Fixed rate [(a)]	$ 42,990	4.92 %	December 15, 2039	$ 42,990	4.92 %	December 15, 2039
Variable rate [(b)]	115,000	9.20 %	September 1, 2026	115,000	9.21 %	September 1, 2026
Secured mortgages payable	**$ 157,990**			**$ 157,990**		

(a) The Company has one fixed-rate debt obligation as of March 31, 2024, and December 31, 2023. The interest rate presented is based upon the coupon rate of the debt.
(b) The Company has one variable-rate debt obligation as of March 31, 2024, and December 31, 2023. The interest rate presented is based on the applicable reference interest rate as of March 31, 2024, and December 31, 2023.

During March 31, 2024, there were no refinancings, additional draws, or repayments.

6. Fair Value

ASC 820 *Fair Value Measurement* (ASC 820), emphasizes that fair value is a market-based measurement that should be determined using assumptions market participants would use in pricing an asset or liability. The standard establishes a hierarchical disclosure framework that prioritizes and ranks the level of market price observability used in measuring assets or liabilities at fair value. Market price observability is impacted by a number of factors, including the type of investment and the characteristics specific to the asset or liability. Assets or liabilities with readily available active quoted prices, or for which fair value can be measured from actively quoted prices, generally will have a higher degree of market price observability and a lesser degree of judgment used in measuring fair value.

The following table presents the fair value measurement hierarchy levels required under ASC 820 for the estimated fair values of the Company's financial instruments that are not measured at fair value on a recurring basis:

		March 31, 2024		December 31, 2023	
thousands	**Fair Value Hierarchy**	**Carrying Amount**	**Estimated Fair Value**	**Carrying Amount**	**Estimated Fair Value**
Assets:					
Cash and Restricted cash	Level 1	**$ 44,130**	**$ 44,130**	**$ 43,845**	**$ 43,845**
Accounts receivable, net [(a)]	Level 3	**11,282**	**11,282**	**13,672**	**13,672**
Liabilities:					
Fixed-rate debt [(b)]	Level 2	**42,990**	**37,935**	**42,990**	**38,906**
Variable-rate debt [(b)]	Level 2	**115,000**	**115,000**	**115,000**	**115,000**

(a) Accounts receivable, net is shown net of an allowance of $2.3 million at March 31, 2024 and $1.4 million at December 31, 2023, respectively. Refer to Note 1 - *Summary of Significant Accounting Policies* for additional information on the allowance.
(b) Excludes related unamortized financing costs.

The carrying amounts of Cash and Restricted cash and Accounts receivable, net approximate fair value because of the short-term maturity of these instruments.

The fair value of fixed-rate debt in the table above was estimated based on a discounted future cash payment model, which includes risk premiums and risk-free rates derived from the SOFR or U.S. Treasury obligation interest rates as of March 31, 2024. Refer to Note 5 - *Mortgages Payable, Net* for additional information. The discount rates reflect the Company's judgment as to what the approximate current lending rates for loans or groups of loans with

similar maturities and credit quality would be if credit markets were operating efficiently and assuming that the debt is outstanding through maturity.

The carrying amount for the Company's variable-rate debt approximates fair value given that the interest rate is variable and adjusts with current market rates for instruments with similar risks and maturities.

7. Commitments and Contingencies

Litigation In the normal course of business, from time to time, the Company is involved in legal proceedings relating to the ownership and operations of its properties. In management's opinion, the liabilities, if any, that may ultimately result from normal course of business legal actions are not expected to have a material effect on the Company's combined financial position, results of operations or liquidity.

250 Water Street In 2021, the Company received the necessary approvals for its 250 Water Street development project, which includes a mixed-use development with affordable and market-rate apartments, community-oriented spaces, and office space. In May 2021, the Company received approval from the New York City Landmarks Preservation Commission ("LPC") on its proposed design for the 250 Water Street site. The Company received final approvals in December 2021 through the New York City Uniform Land Use Review Procedure known as ULURP, which allowed the necessary transfer of development rights to the parking lot site. The Company began initial foundation and voluntary site remediation work in the second quarter of 2022 and completed remediation work in December 2023.

The Company has prevailed in various lawsuits filed in 2021 and 2022 challenging the development approvals in order to prevent construction of this project.

A separate lawsuit was filed in July 2022 again challenging the Landmarks Preservation Commission approval. In January 2023, a Court ruled in favor of the petitioners vacating the Certificate of Appropriateness ("COA") issued by the LPC. The Company immediately appealed this decision to the New York State Supreme Court's Appellate Division and on June 6, 2023, an Appellate Division panel of five judges unanimously reversed the lower Court's decision, reinstating the COA. Subsequently, on June 29, 2023, petitioners filed a motion requesting reargument or, in the alternative, permission to appeal the decision of the Appellate Division to the New York State Court of Appeals. On August 31, 2023, the Appellate Division denied petitioners' motion in full. Subsequently, petitioners filed a motion in the Court of Appeals for permission to appeal to that court. On May 21, 2024, the Court of Appeals denied this motion. As there is no potential loss for the Company, it has not recorded any reserves or contingencies related to this legal matter.

Operating Leases The Company leases land or buildings at certain properties from third parties, which are recorded in Operating lease right-of-use assets, net, and Operating lease obligations on the Unaudited Condensed Combined Balance Sheets. See Note 10 – *Leases* for additional information. Contractual rental expense was $2.1 million during the three months ended March 31, 2024, and $2.1 million during the three months ended March 31, 2023. The amortization of straight-line rents included in the contractual rent amount was $0.6 million during the three months ended March 31, 2024, and $0.7 million during the three months ended March 31, 2023.

8. Income Taxes

The Company's tax provision for interim periods is determined using an estimate of its annual current and deferred effective tax rates, adjusted for discrete items. The Company generated operating losses in the interim periods presented. The income tax benefit recognized related to this loss was zero for the three months ended March 31, 2024 and 2023, after an assessment of the available positive and negative evidence, which causes the Company's effective tax rate to deviate from the federal statutory rate.

9. Revenues

Revenues from contracts with customers (excluding lease-related revenues) are recognized when control of the promised goods or services is transferred to the Company's customers in an amount that reflects the consideration the Company expects to be entitled to in exchange for those goods or services.

The following presents the Company's revenues disaggregated by revenue source:

thousands	Three months ended March 31, 2024	2023
Revenues from contracts with customers		
Recognized at a point in time or over time		
Sponsorships, events, and entertainment revenue	$ 4,180	$ 4,081
Other revenue	23	3
Total	4,203	4,084
Recognized at a point in time		
Hospitality revenue	4,004	5,222
Rental and lease-related revenues		
Rental revenue	6,447	5,442
Total revenues	**$ 14,654**	**$ 14,748**

Contract Assets and Liabilities Contract assets are the Company's right to consideration in exchange for goods or services that have been transferred to a customer, excluding any amounts presented as a receivable. Contract liabilities are the Company's obligation to transfer goods or services to a customer for which the Company has received consideration.

There were no contract assets for the periods presented. The contract liabilities primarily relate to deferred Aviators and Seaport concert series ticket sales and sponsorship revenues.

thousands	Contract Liabilities
Balance at December 31, 2022	$ 4,740
Consideration earned during the period	(2,346)
Consideration received during the period	8,614
Balance at March 31, 2023	$ 11,008
Balance at December 31, 2023	$ 3,707
Consideration earned during the period	(4,466)
Consideration received during the period	8,896
Balance at March 31, 2024	$ 8,137

Remaining Unsatisfied Performance Obligation The Company's remaining unsatisfied performance obligations represent a measure of the total dollar value of work to be performed on contracts executed and in progress. These performance obligations primarily relate to the completion of the 2024 Aviators baseball season and 2024 concert series, as well as performance under various sponsorship agreements. The aggregate amount of the transaction price allocated to the Company's remaining unsatisfied performance obligations from contracts with customers as of March 31, 2024, is $13.3 million. The Company expects to recognize this amount as revenue over the following periods:

thousands	Less than 1 year	1-2 years	3 years and thereafter
Total remaining unsatisfied performance obligations	$ 11,421	$ 1,887	$ —

The Company's remaining performance obligations are adjusted to reflect any known contract cancellations, revisions to customer agreements, and deferrals, as appropriate.

During the three months ended March 31, 2024 and 2023, revenue from one customer accounted for approximately 19% of the Company's total revenue through a related-party transaction. See Note 12 – *Related-Party Transactions* for additional information.

10. Leases

Lessee Arrangements The Company determines whether an arrangement is a lease at inception. Operating leases are included in Operating lease right-of-use assets, net and Operating lease obligations on the Unaudited Condensed Combined Balance Sheets. Right-of-use assets represent the Company's right to use an underlying asset for the lease term and lease liabilities represent the Company's obligation to make lease payments arising from the lease. Operating lease right-of-use assets and liabilities are recognized at commencement date based on the present value of future minimum lease payments over the lease term. As most of the Company's leases do not provide an implicit rate, the Company uses an estimate of the incremental borrowing rate based on the information available at the lease commencement date in determining the present value of future lease payments. The Operating lease right-of-use asset also includes any lease payments made, less any lease incentives and initial direct costs incurred. The Company does not have any finance leases. The Company elected the practical expedient to not separate lease components from non-lease components of its lease agreements for all classes of underlying assets. Certain of the Company's lease agreements include non-lease components such as fixed common area maintenance charges. The Company applies Leases (Topic 842) to the single combined lease component.

The Company's lessee agreements consist of operating leases primarily for ground leases and other real estate. The majority of the Company's leases have remaining lease terms ranging from less than two years to approximately 50 years, excluding extension options. The Company considers its strategic plan and the life of associated agreements in determining when options to extend or terminate lease terms are reasonably certain of being exercised. Leases with an initial term of 12 months or less are not recorded on the balance sheet; the Company recognizes lease expense for these leases on a straight-line basis over the lease term. Certain of the Company's lease agreements include variable lease payments based on a percentage of income generated through subleases, changes in price indices and market rates, and other costs arising from operating, maintenance, and taxes. The Company's lease agreements do not contain residual value guarantees or restrictive covenants. The Company leases various buildings and office space constructed on its ground leases to third parties.

The Company's leased assets and liabilities are as follows:

thousands	March 31, 2024	December 31, 2023
Assets		
Operating lease right-of-use assets, net	$ 40,272	$ 40,884
Liabilities		
Operating lease obligations	$ 48,015	$ 48,153

The components of lease expense are as follows:

	Three months ended March 31,	
thousands	2024	2023
Operating lease cost	$ 1,547	$ 1,516
Variable lease cost	553	624
Total lease cost	**$ 2,100**	**$ 2,140**

Future minimum lease payments as of March 31, 2024, are as follows:

thousands	Operating Leases
Remainder of 2024	$ 3,247
2025	4,375
2026	3,416
2027	2,749
2028	2,808
Thereafter	234,042
Total lease payments	**250,637**
Less: imputed interest	(202,622)
Present value of lease liabilities	**$ 48,015**

Other information related to the Company's lessee agreements is as follows:

Supplemental Unaudited Condensed Combined Statements of Cash Flows Information	Three months ended March 31,	
thousands	**2024**	**2023**
Cash paid for amounts included in the measurement of lease liabilities:		
Operating cash flows on operating leases	$ 1,074	$ 1,052

Other Information	March 31, 2024	March 31, 2023
Weighted-average remaining lease term (years)		
Operating leases	45.4	44.8
Weighted-average discount rate		
Operating leases	7.8 %	7.5 %

Lessor Arrangements The Company receives rental income from the leasing of retail, office, multi-family and other space under operating leases, as well as certain variable tenant recoveries. Operating leases for our retail, office, and other properties are with a variety of tenants and have a remaining average term of approximately seven years. Lease terms generally vary among tenants and may include early termination options, extension options, and fixed rental rate increases or rental rate increases based on an index. Multi-family leases generally have a term of 12 months or less. The Company elected the practical expedient to not separate lease components from non-lease components of its lease agreements for all classes of underlying assets. Minimum rent revenues related to operating leases are as follows:

thousands	Three months ended March 31, 2024	2023
Total minimum rent payments	$ 5,161	$ 4,784

Total future minimum rents associated with operating leases are as follows:

thousands	Total Minimum Rent
Remainder of 2024	$ 15,847
2025	21,879
2026	19,481
2027	19,605
2028	19,703
Thereafter	106,227
Total	**$ 202,742**

Minimum rent revenues are recognized on a straight-line basis over the terms of the related leases when collectability is reasonably assured and the tenant has taken possession of, or controls, the physical use of the leased asset. Percentage rent in lieu of fixed minimum rent is recognized as sales are reported from tenants. Minimum rent revenues reported on the Unaudited Condensed Combined Statements of Operations also include amortization related to above and below-market tenant leases on acquired properties.

11. Segments

The Company has three business segments that offer different products and services. The Company's three segments are managed separately as each requires different operating strategies or management expertise. Adjusted EBITDA is used to assess operating results for each of the Company's business segments. The Company defines Adjusted EBITDA as earnings before interest, taxes, depreciation, amortization, equity in earnings (losses) from unconsolidated ventures, general and administrative expenses, and other expenses. The Company's segments or assets within such segments could change in the future as development of certain properties commences or other operational or management changes occur. All operations are within the United States. The Company's reportable segments are as follows:

- ***Landlord Operations*** – consists of the Company's rental operations associated with over 470,000 square feet of properties situated in three primary locations at the Seaport in New York, New York: Pier 17, Historic Area/Uplands and Tin Building, as well as the 250 Water Street development.
- ***Hospitality*** – consists of restaurant and retail businesses in the Historic District and Pier 17 that are owned, either wholly or through joint ventures, and operated by the Company or through license and management agreements, and also includes the equity interest in Jean-Georges Restaurants.
- ***Sponsorships, Events, and Entertainment*** – consists of baseball operations of the Aviators and Las Vegas Ballpark along with sponsorships, events, and other revenue generated at the Seaport in New York, New York.

Segment operating results are as follows:

thousands	Landlord Operations	Hospitality	Sponsorships, Events, and Entertainment	Total
Three months ended March 31, 2024				
Total revenues	$ 6,470	$ 4,004	$ 4,180	$ 14,654
Total segment expenses	(8,461)	(6,220)	(6,597)	(21,278)
Segment Adjusted EBITDA	(1,991)	(2,216)	(2,417)	(6,624)
Depreciation and amortization				(8,074)
Interest expense, net				(2,546)
Equity in losses from unconsolidated ventures				(10,280)
Corporate expenses and other items				(16,554)
Loss before income taxes				(44,078)
Income tax benefit (expense)				—
Net loss				**$ (44,078)**
Three months ended March 31, 2023				
Total revenues	$ 5,445	$ 5,222	$ 4,081	$ 14,748
Total segment expenses	(7,469)	(7,579)	(6,918)	(21,966)
Segment Adjusted EBITDA	(2,024)	(2,357)	(2,837)	(7,218)
Depreciation and amortization				(13,230)
Interest expense, net				(630)
Equity in losses from unconsolidated ventures				(10,820)
Corporate expenses and other items				(5,859)
Loss before income taxes				(37,757)
Income tax benefit (expense)				—
Net loss				**$ (37,757)**

The following represents assets by segment and the reconciliation of total segment assets to Total assets in the Unaudited Condensed Combined Balance Sheets as of:

thousands	March 31, 2024	December 31, 2023
Landlord Operations	$ 408,410	$ 411,871
Hospitality	68,748	64,816
Sponsorships, Events, and Entertainment	132,598	135,121
Total segment assets	609,756	611,808
Corporate	4,973	5,005
Total assets	**$ 614,729**	**$ 616,813**

12. Related-Party Transactions

The Company has not historically operated as a standalone business and has various relationships with the Parent whereby the Parent provides services to the Company. The Company also engages in transactions with CCMC and generates rental revenue by leasing space to equity method investees, which are related parties, as described below.

Net Transfers from Parent As discussed in Note 1 – *Summary of Significant Accounting Policies* in the basis of presentation section and below, net parent investment is primarily impacted by allocation of expenses for certain

services related to shared functions provided by the Parent and contributions from the Parent which are the result of net funding provided by or distributed to Parent. The components of net parent investment are:

thousands	Three months ended March 31, 2024	2023
Net transfers from Parent as reflected in the Unaudited Condensed Combined Statements of Cash Flows	$ 47,659	$ 22,242
Non-cash stock compensation expense	658	292
Net transfers from Parent as reflected in the Unaudited Condensed Combined Statements of Equity	**$ 48,317**	**$ 22,534**

Corporate Overhead and Other Allocations The Parent provides the Company certain services, including (1) certain support functions that are provided on a centralized basis within HHH, including, but not limited to executive oversight, treasury, accounting, finance, internal audit, legal, information technology, human resources, communications, and risk management; and (2) employee benefits and compensation, including stock-based compensation. The Company's Unaudited Condensed Combined Financial Statements reflect an allocation of these costs. When specific identification or a direct attribution of costs based on time incurred for the Company's benefit is not practicable, a proportional cost method is used, primarily based on revenue, headcount, payroll costs or other applicable measures.

The allocation of expenses, net of amounts capitalized, from Parent to the Company were reflected as follows in the Unaudited Condensed Combined Statements of Operations:

thousands	Three months ended March 31, 2024	2023
Operating costs	$ 200	$ 133
General and administrative	3,426	2,827
Other income, net	(8)	(8)
Total	**$ 3,618**	**$ 2,952**

Allocated expenses recorded in operating costs, general and administrative expenses, and other income, net in the table above primarily include the allocation of employee benefits and compensation costs, including stock compensation expense, as well as overhead and other costs for shared support functions provided by the Parent on a centralized basis. Operating costs as provided in the table above include immaterial expenses recorded to hospitality costs and sponsorships, events, and entertainment costs with the remainder recorded to operating costs. During the three months ended March 31, 2024, the Company capitalized costs of $0.4 million and $0.2 million that were incurred by the Parent for the Company's benefit in Developments and Buildings and equipment, respectively. During the three months ended March 31, 2023, the Company capitalized costs of $0.6 million and $0.1 million that were incurred by the Parent for the Company's benefit in Developments and Building and equipment, respectively.

The financial information herein may not necessarily reflect the combined financial position, results of operations, and cash flows of the Company in the future or what they would have been had the Company been a separate, standalone entity during the periods presented. Management believes that the methods used to allocate expenses to the Company are reasonable; however, the allocations may not be indicative of actual expenses that would have been incurred had the Company operated as an independent, publicly traded company for the periods presented. Actual costs that the Company may have incurred had it been a standalone company would depend on a number of factors, including the chosen organizational structure, whether functions were outsourced or performed by the Company employees and strategic decisions made in areas such as executive leadership, corporate infrastructure, and information technology.

Unless otherwise stated, these intercompany transactions between the Company and Parent have been included in these Unaudited Condensed Combined Financial Statements and are considered to be effectively settled at the time the transaction is recorded. The total net effect of the settlement of these intercompany transactions is reflected

in the Unaudited Condensed Combined Statements of Cash Flows as a financing activity and in the Unaudited Condensed Combined Balance Sheets as net parent investment.

Stock Compensation The Company's employees participate in Parent's stock-compensation plan and the Company is allocated a portion of stock compensation expense based on the services provided to the Company. The non-cash stock compensation expense for employee services directly attributable to the Company totaled $0.7 million and $0.3 million for the three months ended March 31, 2024 and 2023, respectively, and is included within general and administrative expenses in the Unaudited Condensed Combined Statements of Operations and included in the table above. These expenses are presented net of $0.4 million and $0.2 million capitalized to development projects during the three months ended March 31, 2024 and 2023, respectively. Employee benefits and compensation expense, including stock-based compensation expense, related to the Parent employees who provide shared services to the Company have also been allocated to the Company and is recorded in general and administrative expenses in the Unaudited Condensed Combined Statements of Operations and included in the table above.

Related-party Management Fees The Parent provides management services to the Company for managing its real estate assets and the Company reimburses Parent for expenses incurred and pays Parent a management fee for services provided. The amounts outstanding pursuant to the management fee agreement between the Company and Parent are cash settled each month and are reflected in the Unaudited Condensed Combined Balance Sheets as related-party payables to the extent unpaid as of each balance sheet date. During the three months ended March 31, 2024 and 2023, the Unaudited Condensed Combined Balance Sheets reflects immaterial outstanding payables due to Parent with respect to the landlord management fees. These landlord management fees amounted to $0.1 million and $0.1 million for the three months ended March 31, 2024 and 2023, respectively.

As discussed in Note 2 – *Investments in Unconsolidated Ventures*, CCMC, a wholly owned subsidiary of Jean-Georges Restaurants, which is a related party of the Company, also provides management services for certain of the Company's retail and food and beverage businesses, either wholly owned or through partnerships with third parties. The Company's businesses managed by CCMC include, but are not limited to, locations such as The Tin Building by Jean-Georges, The Fulton, and Malibu Farm. Pursuant to the various management agreements, CCMC is responsible for employment and supervision of all employees providing services for the food and beverage operations and restaurant as well as the day-to-day operations and accounting for the food and beverage operations. As of March 31, 2024, and December 31, 2023, the Unaudited Condensed Combined Balance Sheets reflect receivables for funds provided to CCMC with respect to the management fees of $1.9 million and $1.2 million, respectively and accounts payable of $0.7 million and $0.2 million, respectively due to CCMC with respect to reimbursable expenses to be funded by the Company. The Company's related-party management fees due to CCMC amounted to $0.5 million during the three months ended March 31, 2024 and $0.5 million during the three months ended March 31, 2023.

Related-party Rental Revenue The Company owns the real estate assets that are leased by Lawn Club and the Tin Building by Jean-Georges. The Company also leased space to the Ssäm Bar through the third quarter of 2023. As discussed in Note 2 – *Investments in Unconsolidated Ventures*, the Company owns a noncontrolling interest in these ventures and accounts for its interests in accordance with the equity method.

As of March 31, 2024, and December 31, 2023, the Unaudited Condensed Combined Balance Sheets reflect accounts receivable of $0.2 million and $0.1 million, respectively, due from these ventures generated by rental revenue earned by the Company.

During the three months ended March 31, 2024 and 2023, the Unaudited Condensed Combined Income Statements reflect rental revenue associated with these related parties of $2.9 million and $2.9 million, respectively. This is primarily comprised of $2.9 million and $2.8 million from the Tin Building by Jean-Georges during the three months ended March 31, 2024 and 2023, respectively.

Related-party Other Receivables As of March 31, 2024, and December 31, 2023, the Unaudited Condensed Combined Balance Sheets include a $1.1 million and $3.1 million receivable related to development costs incurred by the Company, which will be reimbursed by the Lawn Club venture.

13. Subsequent Events

The Company has evaluated the effects of subsequent events through May 23, 2024, the date the Unaudited Condensed Combined financial statements were available for issuance.



KPMG LLP Suite 1400
2323 Ross Avenue
Dallas, TX 75201-2721

Report of Independent Registered Public Accounting Firm

To the Stockholders and Board of Directors of Howard Hughes Holdings Inc.
Seaport Entertainment Division of Howard Hughes:

Opinion on the Combined Financial Statements

We have audited the accompanying combined balance sheets of Seaport Entertainment Division of Howard Hughes (the Company) as of December 31, 2023 and 2022, the related combined statements of operations, equity, and cash flows for each of the years in the three-year period ended December 31, 2023, and the related notes and financial statement Schedule III (collectively, the combined financial statements). In our opinion, the combined financial statements present fairly, in all material respects, the financial position of the Company as of December 31, 2023 and 2022, and the results of its operations and its cash flows for each of the years in the three-year period ended December 31, 2023, in conformity with U.S. generally accepted accounting principles.

Going Concern

The accompanying combined financial statements have been prepared assuming that the Company will continue as a going concern. As discussed in Note 1 to the combined financial statements, the Company does not currently have, nor does it expect to generate from operations, adequate liquidity to fund its operations which raises substantial doubt about its ability to continue as a going concern. Management's plans in regard to these matters are also described in Note 1. The combined financial statements do not include any adjustments that might result from the outcome of this uncertainty.

Carve-out Basis of Accounting

As discussed in Note 1, the combined financial statements have been prepared on a "carve-out" basis from the financial statements of Howard Hughes Holdings Inc. (Parent) to reflect attribution of certain assets and liabilities that have been held at Parent which are specifically identifiable or attributable to the Company as well as allocations deemed reasonable by management to present the results of operations, financial position and cash flows of the Company on a standalone basis and may not reflect the results of operations, financial position and cash flows had the Company operated as a standalone company during the period presented. Our Opinion is not modified with respect to this matter.

Basis for Opinion

These combined financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on these combined financial statements based on our audits. We are a public accounting firm registered with the Public Company Accounting Oversight Board (United States) (PCAOB) and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audits in accordance with the standards of the PCAOB and in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the combined financial statements are free of material misstatement, whether due to error or fraud. Our audits included performing procedures to assess the risks of material misstatement of the combined financial statements, whether due to error or fraud, and performing procedures that respond to those

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risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the combined financial statements. Our audits also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the combined financial statements. We believe that our audits provide a reasonable basis for our opinion.

/s/ KPMG LLP

We have served as the Company's auditor since 2022.

Dallas, Texas
May 23, 2024

SEAPORT ENTERTAINMENT DIVISION OF HOWARD HUGHES

COMBINED BALANCE SHEETS

thousands	December 31, 2023	December 31, 2022
ASSETS		
Buildings and equipment	$ 528,299	$ 956,943
Less: accumulated depreciation	(203,208)	(161,637)
Land	9,497	21,231
Developments	102,874	276,322
Net investment in real estate	437,462	1,092,859
Investments in unconsolidated ventures	37,459	69,814
Cash and cash equivalents	1,834	16,448
Restricted cash	42,011	50,265
Accounts receivable, net	13,672	8,203
Deferred expenses, net	4,379	4,451
Operating lease right-of-use assets, net	40,884	41,500
Other assets, net	39,112	30,975
Total assets	**$ 616,813**	**$ 1,314,515**
LIABILITIES		
Mortgages payable, net	$ 155,628	$ 144,181
Operating lease obligations	48,153	46,349
Deferred tax liabilities, net	-	2,187
Accounts payable and other liabilities	28,139	25,612
Total liabilities	**231,920**	**218,329**
Commitments and Contingencies (see Note 8)		
EQUITY		
Net parent investment	384,893	1,096,186
Total equity	**384,893**	**1,096,186**
Total liabilities and equity	**$ 616,813**	**$ 1,314,515**

See Notes to Combined Financial Statements.

SEAPORT ENTERTAINMENT DIVISION OF HOWARD HUGHES

COMBINED STATEMENTS OF OPERATIONS

thousands	Year Ended December 31, 2023	2022	2021
REVENUES			
Sponsorships, events, and entertainment revenue	$ 60,623	$ 55,724	$ 41,504
Hospitality revenue	32,951	42,565	29,632
Rental revenue	22,096	19,810	7,978
Other revenue	8	947	3,506
Total revenues	**115,678**	**119,046**	**82,620**
EXPENSES			
Sponsorships, events, and entertainment costs	47,466	38,764	29,260
Hospitality costs	31,432	38,037	27,643
Operating costs	41,219	44,048	41,870
Provision for doubtful accounts	459	1,412	161
General and administrative	30,536	16,977	17,214
Depreciation and amortization	48,432	47,356	41,612
Other	81	58	977
Total expenses	**199,625**	**186,652**	**158,737**
OTHER			
Provision for impairment	(672,492)	-	-
Other income, net	33	935	198
Total other	**(672,459)**	**935**	**198**
Operating loss	**(756,406)**	**(66,671)**	**(75,919)**
Interest expense, net	(3,166)	(4,013)	(6,534)
Equity in losses from unconsolidated ventures	(80,633)	(37,124)	(1,988)
Loss on extinguishment of debt	(47)	-	-
Loss before income taxes	**(840,252)**	**(107,808)**	**(84,441)**
Income tax (benefit) expense	(2,187)	3,469	(3,575)
Net loss	**$ (838,065)**	**$ (111,277)**	**$ (80,866)**

See Notes to Combined Financial Statements.

SEAPORT ENTERTAINMENT DIVISION OF HOWARD HUGHES

COMBINED STATEMENTS OF CASH FLOWS

thousands	Year Ended December 31, 2023	2022	2021
CASH FLOWS FROM OPERATING ACTIVITIES			
Net loss	$ (838,065)	$ (111,277)	$ (80,866)
Adjustments to reconcile net loss to cash used in operating activities:			
Depreciation	45,030	43,985	38,698
Amortization	3,402	3,371	2,914
Amortization of deferred financing costs	463	500	527
Straight-line rent amortization	(216)	(871)	284
Stock compensation expense	1,495	869	483
Deferred income taxes	(2,187)	3,469	(3,575)
Other	1,178	1,820	—
Loss on extinguishment of debt	47	—	—
Impairment charges	672,492	—	—
Equity in losses from unconsolidated ventures, net of distributions and impairment charges	81,364	37,124	1,988
Provision for (recovery of) doubtful accounts	328	(2,268)	1,311
Net Changes:			
Accounts receivable	(5,285)	671	(2,638)
Other assets, net	(12,254)	1,575	(1,995)
Deferred expenses, net	(175)	(2,329)	(152)
Accounts payable and other liabilities	1,603	(6,190)	7,209
Cash used in operating activities	**(50,780)**	**(29,551)**	**(35,812)**
CASH FLOWS FROM INVESTING ACTIVITIES			
Operating property improvements	(18,747)	(12,206)	(9,215)
Property development and redevelopment	(44,047)	(85,714)	(92,758)
Investments in unconsolidated ventures	(45,527)	(100,112)	(1,162)
Distributions from unconsolidated ventures	19	—	—
Cash used in investing activities	**(108,302)**	**(198,032)**	**(103,135)**
CASH FLOWS FROM FINANCING ACTIVITIES			
Proceeds from mortgages payable	115,000	—	—
Deferred financing costs	(2,251)	(295)	—
Principal payments on mortgages payable	(101,812)	(1,910)	(1,747)
Net transfers from Parent	125,277	239,617	185,922
Cash provided by financing activities	**136,214**	**237,412**	**184,175**
Net change in cash, cash equivalents and restricted cash	(22,868)	9,829	45,228
Cash, cash equivalents and restricted cash at beginning of period	66,713	56,884	11,656
Cash, cash equivalents and restricted cash at end of period	**$ 43,845**	**$ 66,713**	**$ 56,884**

thousands	Year Ended December 31, 2023	2022	2021
RECONCILIATION OF CASH, CASH EQUIVALENTS AND RESTRICTED CASH			
Cash and cash equivalents	$ 1,834	$ 16,448	$ 12,989
Restricted cash	42,011	50,265	43,895
Cash, cash equivalents and restricted cash at end of period	**$ 43,845**	**$ 66,713**	**$ 56,884**
SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION			
Interest paid	$ 11,227	$ 7,456	$ 5,454
Interest capitalized	8,537	4,028	—
NON-CASH TRANSACTIONS			
Initial recognition of ASC 842 operating leases ROU asset	$ —	$ —	$ 6,189
Initial recognition of ASC 842 operating lease obligation	—	—	6,189
Accrued property improvements, developments, and redevelopments	3,344	(12,408)	2,911
Capitalized stock compensation	1,277	3,005	1,401

See Notes to Combined Financial Statements.

SEAPORT ENTERTAINMENT DIVISION OF HOWARD HUGHES

COMBINED STATEMENTS OF EQUITY

thousands	Net parent investment	Total equity
Balance, December 31, 2020	**$ 861,438**	**$ 861,438**
Net loss	(80,866)	(80,866)
Net transfers from parent	186,405	186,405
Balance, December 31, 2021	**$ 966,977**	**$ 966,977**
Net loss	(111,277)	(111,277)
Net transfers from parent	240,486	240,486
Balance, December 31, 2022	**$ 1,096,186**	**$ 1,096,186**
Net loss	(838,065)	(838,065)
Net transfers from parent	126,772	126,772
Balance, December 31, 2023	**$ 384,893**	**$ 384,893**

See Notes to Combined Financial Statements.

1. Summary of Significant Accounting Policies

Description of the Company On July 17, 2023, The Howard Hughes Corporation (“HHC”) announced that its Board of Directors authorized the creation of a holding company structure. On August 11, 2023, upon the consummation of the transaction, Howard Hughes Holdings Inc. (“HHH” or “Parent”), the new parent holding company, replaced HHC as the public company trading on the New York Stock Exchange. Existing shares of common stock of HHC were automatically converted, on a one-for-one basis, into shares of common stock of HHH, with the same designations, rights, powers, and preferences, and the same qualifications, limitations, and restrictions, as the shares of HHC common stock immediately prior to the reorganization. HHH became the successor issuer to HHC pursuant to Rule 12g-3 (a) under the Exchange Act and replaced HHC as the public company trading on the New York Stock Exchange.

On October 5, 2023, HHH announced its intent to form a new division, the Seaport Entertainment division of Howard Hughes (the "Company"), that includes HHH’s entertainment-related real estate assets and operations, which are concentrated in New York and Las Vegas, including the Seaport in Lower Manhattan (the “Seaport”), a 25% ownership stake in Jean-Georges Restaurants as well as other partnerships, the Las Vegas Aviators Triple-A Minor League Baseball team (the “Aviators”) and the Las Vegas Ballpark, and an interest in and to 80% of the air rights above the Fashion Show mall in Las Vegas.

HHH is establishing the Seaport Entertainment division with the intention of separating it into a stand-alone publicly traded company through the distribution of all of the outstanding shares of common stock of Seaport Entertainment to HHH’s stockholders on a pro rata basis in a distribution intended to be tax-free for U.S. federal income tax purposes, except for cash received in lieu of fractional shares of common stock. While HHH currently intends to effect the distribution, subject to the satisfaction of certain conditions, HHH has no obligation to pursue or consummate any disposition of its ownership of Seaport Entertainment, including through the distribution, by any specified date, or at all. The planned separation and distribution of the Seaport Entertainment division from Howard Hughes will refine the identity of HHH as a pure-play real estate company focused solely on its portfolio of master planned communities and allow the new company to own, operate and develop a unique collection of assets independently positioned at the intersection of entertainment and real estate. To date, Seaport Entertainment has not conducted any business as a separate company.

COVID-19 Pandemic The 2020 outbreak of the novel strain of the coronavirus (COVID-19) resulted in a global slowdown of economic activity including worldwide travel restrictions, prohibitions of non-essential work activities, and the disruption and shutdown of businesses, all of which resulted in significant uncertainty in global financial market. This had an adverse impact on the Company’s financial performance in 2020, with the closure or limited operation of the Seaport properties throughout the year, and the cancellation of the 2020 concert series and Aviators baseball season. The impact of COVID-19 notably lessened during 2021, with Seaport operations returning to full capacity by the end of the year, including the return of the 2021 concert series and Aviators baseball season. The Company did not experience adverse effects related to COVID-19 in 2022 and 2023.

Principles of Combination and Basis of Presentation The accompanying Combined Financial Statements have been prepared on a standalone basis derived from the consolidated financial statements and accounting records of HHH. These statements reflect the combined historical results of operations, financial position, and cash flows of the Seaport Entertainment division of Howard Hughes in accordance with accounting principles generally accepted in the United States of America (“GAAP”).

The Combined Financial Statements include the attribution of certain assets and liabilities that have been held at Parent which are specifically identifiable or attributable to the Company. The assets and liabilities in the carve-out financial statements have been presented on a historical cost basis.

All significant intercompany transactions within the Company have been eliminated. All transactions between the Company and Parent are considered to be effectively settled in the Combined Financial Statements at the time the transaction is recorded, other than transactions described in Note 14 – *Related-Party Transactions* that have historically been settled in cash. The total net effect of the settlement of these intercompany transactions is reflected

in the Combined Statements of Cash Flows as a financing activity and in the Combined Balance Sheets as net parent investment.

These Combined Financial Statements include expense allocations for: (1) certain support functions that are provided on a centralized basis within HHH, including, but not limited to property management, development, executive oversight, treasury, accounting, finance, internal audit, legal, information technology, human resources, communications, facilities, and risk management; and (2) employee benefits and compensation, including stock-based compensation. These expenses have been allocated to the Company on the basis of direct time spent on Company projects where identifiable, with the remainder allocated on a basis of revenue, headcount, payroll costs, or other applicable measures. For an additional discussion and quantification of expense allocations, see Note 14 – *Related-Party Transactions*.

Management believes the assumptions underlying these Combined Financial Statements, including the assumptions regarding allocated expenses, reasonably reflect the utilization of services provided to or the benefit received by the Company during the periods presented. Nevertheless, the Combined Financial Statements may not reflect the results of operations, financial position and cash flows had the Company been a standalone company during the periods presented. Actual costs that the Company may have incurred had it been a standalone company would depend on several factors, including the chosen organization structure, whether functions were outsourced or performed by its employees and strategic decisions made in areas such as executive leadership, corporate infrastructure, and information technology.

Debt obligations and related financing costs of Parent have not been included in the Combined Financial Statements of the Company, because the Company's business is not a party to the obligations between Parent and the debt holders. Further, the Company does not guarantee any of Parent's debt obligations.

The income tax provision in the Combined Statements of Operations has been calculated as if the Company was operating on a standalone basis and filed separate tax returns in the jurisdictions in which it operates. Therefore, cash tax payments and items of current and deferred taxes may not be reflective of the Company's actual tax balances prior to or subsequent to the carve-out.

HHH maintains stock-based compensation plans at a corporate level. The Company's employees participate in such plans and the portion of the cost of those plans related to the Company's employees is included in the Combined Statements of Operations. However, the Combined Balance Sheets does not include any equity issued related to stock-based compensation plans.

The equity balance in these Combined Financial Statements represents the excess of total assets over total liabilities, including intercompany balances between the Company and Parent (net parent investment).

Liquidity and Going Concern The Company historically managed liquidity risk by effectively managing its operations, capital expenditures, development and redevelopment activities, and cash flows, making use of a central treasury function and other shared services provided by the Parent. The Company does not currently have, nor does it expect to generate from operations, adequate liquidity to fund its operations for the next twelve months. To mitigate such conditions, the Parent has committed to support the operating, investing and financing activities of the Company by contributing capital to the Company prior to the separation and distribution.

Management believes that cash on hand and the financial support from Parent will provide sufficient liquidity to meet the Company's projected obligations for at least twelve months from May 23, 2024, the date these Combined Financial Statements were available to be issued.

The Combined Financial Statements for the Company have been prepared on the basis of accounting policies applicable to a going concern. The going concern basis presumes that for the foreseeable future, funds will be available to finance future operations and that the realization of assets and settlement of liabilities, contingent obligations and commitments will occur in the ordinary course of business.

Variable Interest Entities The Company has interests in various legal entities that represent a variable interest entity. A VIE is an entity: (a) that has total equity at risk that is not sufficient to permit the entity to finance its

activities without additional subordinated financial support from other entities; (b) where the group of equity holders does not have the power to direct the activities of the entity that most significantly impact the entity's economic performance, or the obligation to absorb the entity's expected losses or the right to receive the entity's expected residual return, or both (i.e., lack the characteristics of a controlling financial interest); or (c) where the voting rights of the equity holders are not proportional to their obligations to absorb the expected losses of the entity, their rights to receive the expected residual returns of the entity, or both, and substantially all of the entity's activities either involve or are conducted on behalf of an investor that has disproportionately few voting rights.

The Company determines if a legal entity is a VIE by performing a qualitative analysis that requires certain subjective decisions, taking into consideration the design of the entity, the variability that the entity was designed to create and pass along to its interest holders, the rights of the parties and the purpose of the arrangement. Upon the occurrence of certain reconsideration events, the Company reassesses its initial determination as to whether the entity is a VIE.

The Company also performs a qualitative assessment of each VIE to determine if it is the primary beneficiary. The Company is the primary beneficiary and would consolidate the VIE if it has a controlling financial interest where it has both (a) the power to direct the economically significant activities of the entity and (b) the obligation to absorb losses of, or the right to receive benefits from, the entity that could potentially be significant to the VIE. This assessment requires certain subjective decisions, taking into consideration the contractual agreements that define the ownership structure, the design of the entity, distribution of profits and losses, risks, responsibilities, indebtedness, voting rights and board representation of the respective parties. Management's assessment of whether the Company is the primary beneficiary of a VIE is continuously performed.

Upon initial consolidation of a VIE, the Company records the assets, liabilities and noncontrolling interests at fair value and recognizes a gain or loss for the difference between (i) the fair value of the consideration paid, the fair value of noncontrolling interests and the reported amount of any previously held interests and (ii) the net amount of the fair value of the assets and liabilities.

If the Company determines it is no longer the primary beneficiary of a VIE, it will deconsolidate the entity and measure the initial cost basis for any retained interests that are recorded upon the deconsolidation at fair value. The Company will recognize a gain or loss for the difference between the fair value and the previous carrying amount of its investment in the VIE.

The Company was not the primary beneficiary of any VIE's during 2023, 2022, and 2021 and, therefore; the Company does not consolidate any VIE's in which it holds a variable interest.

Investments in Unconsolidated Ventures The Company's investments in unconsolidated ventures are accounted for under the equity method to the extent that, based on contractual rights associated with the investments, the Company can exert significant influence over a venture's operations. Under the equity method, the Company's investment in the venture is recorded at cost and is subsequently adjusted to recognize the Company's allocable share of the earnings or losses of the venture. Dividends and distributions received by the Company are recognized as a reduction in the carrying amount of the investment. Generally, joint venture operating agreements provide that assets, liabilities, funding obligations, profits and losses, and cash flows are shared in accordance with ownership percentages. For certain equity method investments, various provisions in the joint venture operating agreements regarding distributions of cash flow based on capital account balances, allocations of profits and losses and preferred returns may result in the Company's economic interest differing from its stated ownership or if applicable, the Company's final profit-sharing interest after receipt of any preferred returns based on the venture's distribution priorities. For these investments, the Company recognizes income or loss based on the joint venture's distribution priorities, which could fluctuate over time and may be different from its stated ownership or final profit-sharing percentage.

The Company periodically assesses the appropriateness of the carrying amount of its equity method investments, as events or changes in circumstance may indicate that a decrease in value has occurred which is other-than-temporary. In addition to the property-specific impairment analysis performed on the underlying assets of the investment, the Company also considers the ownership, distribution preferences, limitations and rights to sell and

repurchase its ownership interests. If a decrease in value of an investment is deemed to be other-than-temporary, the investment is reduced to its estimated fair value and an impairment-related loss is recognized in the Combined Statements of Operations as a component of Equity in earnings (losses) from investments in unconsolidated ventures.

For investments in ventures where the Company has virtually no influence over operations and the investments do not have a readily determinable fair value, the Company has elected the measurement alternative to carry the securities at cost less impairment, if any, plus or minus changes resulting from observable price changes in orderly transactions for the identical or similar investment of the issuer. Equity securities not accounted for under the equity method, or where the measurement alternative has not been elected, are required to be reported at fair value with unrealized gains and losses reported in the Combined Statements of Operations as Net unrealized gains (losses) on instruments measured at fair value through earnings.

Use of Estimates The preparation of financial statements in conformity with GAAP requires management to make estimates and assumptions. These estimates and assumptions affect the reported amounts of assets and liabilities, the disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting periods. The estimates and assumptions include, but are not limited to, capitalization of development costs, provision for income taxes, future cash flows used in impairment analysis and fair value used in impairment calculations, recoverable amounts of receivables and deferred tax assets, initial valuations of tangible and intangible assets acquired and the related useful lives of assets upon which depreciation and amortization is based. Estimates and assumptions have also been made with respect to future revenues and costs. Actual results could differ from these and other estimates.

Segments Segment information is prepared on the same basis that management reviews information for operational decision-making purposes. Management evaluates the performance of each of the Company's real estate assets and investments individually and aggregates such properties and investments into segments based on their economic characteristics and types of revenue streams. The Company operates in three business segments: (i) Landlord Operations, (ii) Hospitality, and (iii) Sponsorships, Events, and Entertainment.

Net Investment in Real Estate

Buildings and Equipment and Land Real estate assets are stated at cost less any provisions for impairments and depreciation as applicable. Expenditures for significant improvements to the Company's assets are capitalized. Tenant improvements relating to the Company's real estate assets are capitalized and depreciated over the shorter of their economic lives or the lease term. Maintenance and repair costs are charged to expense when incurred.

Depreciation The Company periodically reviews the estimated useful lives of Building and Equipment. Depreciation or amortization expense is computed using the straight-line method based upon the following estimated useful lives:

Asset Type	Years	Balance Sheet Location
Buildings and improvements	7 - 40	Buildings and Equipment
Equipment and fixtures	5 - 20	Buildings and Equipment
Computer hardware and software, and vehicles	3 - 5	Buildings and Equipment
Tenant improvements	Related lease term	Buildings and Equipment
Leasing costs	Related lease term	Other assets, net

From time to time, the Company may reassess the development strategies for certain buildings and improvements which results in changes to the Company's estimate of their remaining useful lives. The Company did not recognize additional depreciation expense of significance for the years ended December 31, 2023, 2022, and 2021.

Developments Development costs, which primarily include direct costs related to placing the asset in service associated with specific development properties, are capitalized as part of the property being developed. Construction and improvement costs incurred in connection with the development of new properties, or the

redevelopment of existing properties are capitalized before they are placed into service. Costs include planning, engineering, design, direct material, labor and subcontract costs. Real estate taxes, utilities, direct legal and professional fees related to the sale of a specific unit, interest, insurance costs and certain employee costs incurred during construction periods are also capitalized. Capitalization commences when the development activities begin and cease when a project is completed, put on hold or at the date that the Company decides not to move forward with a project. Capitalized costs related to a project where the Company has determined not to move forward are expensed if they are deemed not recoverable. Capitalized interest costs are based on qualified expenditures and interest rates in place during the construction period. Demolition costs associated with redevelopments are expensed as incurred unless the demolition was included in the Company's development plans and imminent as of the acquisition date of an asset. Once an asset is placed into service, it is depreciated in accordance with the Company's policy. In the event that management no longer has the ability or intent to complete a development, the costs previously capitalized are evaluated for impairment.

Developments consist of the following categories as of December 31:

thousands	2023	2022
Land and improvements	$ 51,718	$ 179,471
Development costs	51,156	96,851
Total Developments	**$ 102,874**	**$ 276,322**

Acquisitions of Properties The Company accounts for the acquisition of real estate properties in accordance with Accounting Standards Codification (ASC) 805 *Business Combinations* (ASC 805). This methodology requires that assets acquired, and liabilities assumed be recorded at their fair values on the date of acquisition for business combinations and at relative fair values for asset acquisitions. Acquisition costs related to the acquisition of a business are expensed as incurred. Costs directly related to asset acquisitions are considered additions to the purchase price and increase the cost basis of such assets.

The fair value of tangible assets of an acquired property (which includes land, buildings and improvements) is determined by valuing the property as if it were vacant, and the as-if-vacant value is then allocated to land, buildings and improvements based on management's determination of the fair value of these assets. The as-if-vacant values are derived from several sources which incorporate significant unobservable inputs that are classified as Level 3 inputs in the fair value hierarchy and primarily include a discounted cash flow analysis using discount and capitalization rates based on recent comparable market transactions, where available.

The fair value of acquired intangible assets consisting of in-place, above-market and below-market leases is recorded based on a variety of considerations, some of which incorporate significant unobservable inputs that are classified as Level 3 inputs in the fair value hierarchy. In-place lease considerations include, but are not necessarily limited to: (1) the value associated with avoiding the cost of originating the acquired in-place leases (i.e., the market cost to execute a lease, including leasing commissions and tenant improvements); (2) the value associated with lost revenue related to tenant reimbursable operating costs incurred during the assumed lease-up period (i.e., real estate taxes, insurance and certain other operating expenses); and (3) the value associated with lost rental revenue from existing leases during the assumed lease-up period. Above-market and below-market leases are valued at the present value, using a discount rate that reflects the risks associated with the leases acquired, of the difference between (1) the contractual amounts to be paid pursuant to the in-place lease; and (2) management's estimate of current market lease rates, measured over the remaining non-cancelable lease term, including any below-market renewal option periods.

Impairment The Company reviews its long-lived assets (including those held by its unconsolidated ventures) for potential impairment indicators whenever events or changes in circumstances indicate that the carrying amount may not be recoverable. An impairment loss is recognized if the carrying amount of an asset is not recoverable and exceeds its fair value. The evaluation of anticipated cash flows is highly subjective and is based in part on assumptions regarding future economic conditions, such as occupancy, rental rates, capital requirements and sales values that could differ materially from actual results in future periods. If impairment indicators exist and it is

expected that undiscounted cash flows generated by the asset are less than its carrying amount, an impairment provision is recorded to write down the carrying amount of the asset to its fair value.

Impairment indicators include, but are not limited to, significant changes in projected completion dates, stabilization dates, operating revenues or cash flows, development costs, ongoing low occupancy, and market factors.

The cash flow estimates used both for determining recoverability and estimating fair value are inherently judgmental and reflect current and projected trends in rental, occupancy, pricing, development costs, sales pace and capitalization rates, and estimated holding periods for the applicable assets. Although the estimated fair value of certain assets may be exceeded by the carrying amount, a real estate asset is only considered to be impaired when its carrying amount is not expected to be recovered through estimated future undiscounted cash flows. To the extent an impairment provision is necessary, the excess of the carrying amount of the asset over its estimated fair value is expensed to operations. In addition, the impairment provision is allocated proportionately to adjust the carrying amount of the asset. The adjusted carrying amount, which represents the new cost basis of the asset, is depreciated over the remaining useful life of the asset. Assets that have been impaired will in the future have lower depreciation and cost of sale expenses. The impairment will have no impact on cash flow.

Cash and Cash Equivalents Cash and cash equivalents consist of highly liquid investments with maturities at date of purchase of three months or less and deposits with major banks throughout the United States. Such deposits are in excess of FDIC limits and are placed with high-quality institutions in order to minimize concentration of counterparty credit risk.

Restricted Cash Restricted cash reflects amounts segregated in escrow accounts in the name of the Company, primarily related to development activity at 250 Water Street and other amounts related to payment of principal and interest on the Company's outstanding mortgages payable.

Accounts Receivable, net Accounts receivable includes tenant receivables, straight-line rent receivables, and other receivables. On a quarterly basis, management reviews tenant receivables and straight-line rent assets for collectability. As required under ASC 842 *Leases* (ASC 842), this analysis includes a review of past due accounts and considers factors such as the credit quality of tenants, current economic conditions and changes in customer payment trends. When full collection of a lease receivable or future lease payment is not probable, a reserve for the receivable balance is charged against rental revenue and future rental revenue is recognized on a cash basis. The Company also records reserves for estimated losses under ASC 450 *Contingencies* (ASC 450) if the estimated losses are probable and can be reasonably estimated.

Other receivables primarily related to short-term trade receivables. The Company is exposed to credit losses through the sale of goods and services to customers. As required under ASC 326 *Financial Instruments – Credit Losses* (ASC 326), the Company assesses its exposure to credit loss related to these receivables on a quarterly basis based on historical collection experience and future expectations by portfolio. As of December 31, 2023 and 2022, there were no material past due receivables and there have been no material write-offs or recoveries of amounts previously written-off.

The following table represents the components of Accounts Receivable, net of amounts considered uncollectible, in the accompanying Combined Balance Sheets as of December 31:

thousands	2023	2022
Tenant receivables	$ 875	$ 1,300
Straight-line rent receivables	3,353	3,136
Other receivables	9,444	3,767
Accounts receivable, net [(a)]	**$ 13,672**	**$ 8,203**

(a) As of December 31, 2023 and 2022, the total reserve balance was $1.4 million.

The following table summarizes the impacts of the collectability reserves in the accompanying Combined Statements of Operations for the years ended December 31:

thousands

Statements of Operations Location	2023	2022	2021
Rental revenue	$ 288	$ (3,305)	$ 1,314
Provision for doubtful accounts	459	1,412	161
Total (income) expense impact	**$ 747**	**$ (1,893)**	**$ 1,475**

As of December 31, 2023, two customers had an accounts receivable balance of $2.1 million and $1.7 million, which represented approximately 15.1% and 12.2% of the Company's accounts receivable balance, respectively. Additionally, one related party accounted for approximately $3.1 million, which represented approximately 22.8% of the Company's accounts receivable. See Note 14 – *Related-Party Transactions* for additional information.

As of December 31, 2022, three customers had an accounts receivable balance of $1.5 million, $1.3 million, and $1.0 million, which represented 17.7%, 16.3%, and 12.4% of the Company's accounts receivable, respectively.

Other Assets, net The major components of Other assets, net include various intangibles, security deposits, prepaid expenses, and food and beverage and merchandise inventory related to the Company's properties.

The Company's intangibles include the player development license agreement with Major League Baseball ("MLB") and other intangibles relating to the Aviators. The Company amortizes finite-lived intangible assets less any residual value, if applicable, on a straight-line basis over the term of the related lease or the estimated useful life of the asset. Refer to Note 5 - *Intangibles* for additional information.

Security and other deposits primarily includes a $13.8 million collateral deposit associated with the 250 Water Street mortgage refinancing.

Food and beverage and merchandise inventory is stated at lower of cost or market with cost being determined on a first-in, first-out basis for food and beverage inventory and average cost for merchandise inventory.

Income Taxes The Company utilizes the asset and liability method of accounting for income taxes. Under this method, deferred tax assets and liabilities are determined based on the difference between the financial statements carrying amounts and tax bases of assets and liabilities using enacted tax rates in effect for years in which the temporary differences are expected to reverse. Deferred income taxes also reflect the impact of operating loss and tax credit carryforwards.

The Company periodically assesses the realizability of its deferred tax assets. If the Company concludes that it is more likely than not that some of the deferred tax assets will not be realized, the tax asset is reduced by a valuation allowance. The Company considers many factors when assessing the likelihood of future realization of deferred tax assets, including expectations of future taxable income, carryforward periods available to the Company for tax reporting purposes, various income tax strategies and other relevant factors. In addition, interest and penalties related to uncertain tax positions, if necessary, are recognized in income tax expense.

Deferred Expenses, net Deferred expenses consist principally of leasing costs. Deferred leasing costs are amortized using the straight-line method over the related lease term. Deferred expenses are shown net of accumulated amortization of $0.8 million and $0.6 million as of December 31, 2023 and 2022, respectively.

Marketing and Advertising The Company incurs various marketing and advertising costs as part of development, branding, leasing or sales initiatives. These costs include special events, broadcasts, direct mail, and online digital and social media programs, and they are expensed as incurred. For the years ended December 31, 2023, 2022, and 2021, marketing and advertising expenses were $6.7 million, $5.1 million, and $4.1 million, respectively.

Fair Value of Financial Instruments The carrying values of cash and cash equivalents, escrows, receivables, accounts payable, accrued expenses, and other assets and liabilities are reasonable estimates of their fair values because of the short maturities of these instruments.

Stock-Based Compensation The Parent uses a stock-based compensation equity plan, including stock options, restricted stock awards and performance-based awards, to provide long-term incentives for its workforce. Stock-based compensation expense for the respective awards granted to the Company's employees has been reflected in the Combined Statements of Operations based on their fair values.

The stock-based compensation expense has been derived from the equity awards granted by Parent to the Company's employees. The Parent estimates the fair value of stock option awards using the Black-Scholes option-pricing model. Restricted stock awards are valued using the market price of the Parent's common stock on the grant date. For performance-based awards, the fair value of the market-condition portion of the award is measured using a Monte Carlo simulation, and the performance-condition portion is measured at the market price of the Parent's common stock on the grant date. The Parent records compensation cost for stock-based compensation awards over the requisite service period. If the requisite service period is satisfied, compensation cost is not adjusted unless the award contains a performance condition. If an award contains a performance condition, expense is recognized only for those shares that ultimately vest using the per-share fair value measured at the grant date. The Parent recognizes forfeitures as they occur.

As the stock-based compensation plans are Parent's plans and the awards are settled by Parent, the offset to the expense has been recognized through net parent investment on the Combined Balance Sheets. See Note 9 – *Stock-Based Compensation Plans* for additional information.

Revenue Recognition and Related Matters

Sponsorships, Events, and Entertainment Revenue Sponsorships, events, and entertainment revenue related to contracts with customers is generally comprised of baseball-related ticket sales, concert-related ticket sales, events-related service revenue, concession sales, and advertising and sponsorships revenue. Baseball season ticket sales are recognized over time as games take place. Single baseball and concert tickets are recognized at a point in time. The baseball and concert related payments are made in advance or on the day of the event. Events-related service revenue is recognized at the time the customer receives the benefit of the service, with a portion of related payments made in advance, as per the agreements, and the remainder of the payment made on the day of the event. For concession sales, the transaction price is the net amount collected from the customer at the time of service and revenue is recognized at a point in time when the food or beverage is provided to the customer. In all other cases, the transaction prices are fixed, stipulated in the ticket, and representative in each case of a single performance obligation.

Baseball-related and other advertising and sponsorship agreements allow third parties to display their advertising and products at the Company's venues for a certain amount of time and relate to a single performance obligation. The agreements generally cover a baseball season or other contractual period of time, and the related revenue is generally recognized on a straight-line basis over time, as time elapses, unless a specific performance obligation exists within the sponsorship contract where point-in-time delivery occurs and recognition at a specific performance or delivery date is more appropriate. Consideration terms for these services are fixed in each respective agreement is paid in accordance with individual contractual terms.

Sponsorships, events, and entertainment revenue is disclosed net of any refunds, which are settled and recorded at the time of an event cancellation. The Company does not accrue or estimate any obligations related to refunds.

Hospitality Revenue Hospitality revenue is generated by the Seaport restaurants. The transaction price is the net amount collected from the customer and is recognized as revenue at a point in time when the food or beverage is provided to the customer. These transactions are ordinarily settled with cash or credit card over a short period of time.

Rental Revenue Rental revenue is associated with the Company's Landlord Operations assets and is comprised of minimum rent, percentage rent in lieu of fixed minimum rent, tenant recoveries, and overage rent.

Minimum rent revenues are recognized on a straight-line basis over the terms of the related leases when collectability is reasonably assured and the tenant has taken possession of, or controls, the physical use of the leased asset. Percentage rent in lieu of fixed minimum rent is recognized as sales are reported from tenants. Minimum rent revenues also include amortization related to above and below-market tenant leases on acquired properties. Rent payments for landlord assets are due on the first day of each month during the lease term.

Recoveries from tenants are stipulated in the leases, are generally computed based upon a formula related to real estate taxes, insurance, and other real estate operating expenses, and are generally recognized as revenues in the period the related costs are incurred.

Overage rent is recognized on an accrual basis once tenant sales exceed contractual thresholds contained in the lease and is calculated by multiplying the tenant sales in excess of the minimum amount by a percentage defined in the lease.

If the lease provides for tenant improvements, the Company determines whether the tenant improvements are owned by the tenant or by the Company. When the Company is the owner of the tenant improvements, rental revenue begins when the improvements are substantially complete. When the tenant is the owner of the tenant improvements, any tenant allowance funded by the Company is treated as a lease incentive and amortized as an adjustment to rental revenue over the lease term.

Other Revenue Other revenue is comprised of parking revenue and other miscellaneous revenue. Other revenue is recognized at a point in time, at the time of sale when payment is received, and the customer receives the good or service. In all cases, the transaction prices are fixed, stipulated in the contract or product, and representative in each case of a single performance obligation.

2. Investments in Unconsolidated Ventures

In the normal course of business, the Company enters into partnerships and ventures with an emphasis on investments associated with businesses that operate at the Company's real estate assets and other entertainment-related investments. The Company does not consolidate the investments in the periods presented below as it does not have a controlling financial interest in these ventures. As such, the Company primarily reports its interests in accordance with the equity method. Additionally, the Company evaluates its equity method investments for significance in accordance with Regulation S-X, Rule 3-09 and Regulation S-X, Rule 4-08(g) and presents separate annual financial statements or summarized financial information, respectively, as required by those rules.

Investments in unconsolidated ventures consist of the following:

	Ownership Interest [a]		Carrying Value		Share of Earnings (Losses)/ Dividends		
	December 31,		December 31,		Year Ended December 31,		
thousands except percentages	2023	2022	2023	2022	2023	2022	2021
Equity Method Investments							
The Lawn Club [b]	**50 %**	**50 %**	$ 1,266	$ 2,553	$ (1,287)	$ —	$ —
Ssäm Bar [b] [c] [d]	**50 %**	**50 %**	—	5,551	(5,981)	(783)	(1,988)
Tin Building by Jean-Georges [b] [c] [d]	**65 %**	**65 %**	11,658	6,304	(42,698)	(36,813)	—
Jean-Georges Restaurants [d]	**25 %**	**25 %**	14,535	45,406	(30,667)	472	—
			27,459	**59,814**	**(80,633)**	**(37,124)**	**(1,988)**
Other equity investments [e]			**10,000**	**10,000**	**—**	**—**	**—**
Investments in unconsolidated ventures			**$ 37,459**	**$ 69,814**	**$ (80,633)**	**$ (37,124)**	**$ (1,988)**

(a) Ownership interests presented reflect the Company's stated ownership interest or if applicable, the Company's final profit-sharing interest after receipt of any preferred returns based on the venture's distribution priorities.
(b) For these equity method investments, various provisions in the venture operating agreements regarding distributions of cash flow based on capital account balances, allocations of profits and losses and preferred returns may result in the Company's economic interest differing from its stated interest or final profit-sharing interest. For these investments, the Company recognizes income or loss based on the venture's distribution priorities, which could fluctuate over time and may be different from its stated ownership or final profit-sharing interest.
(c) Classified as a VIE; however, the Company is not the primary beneficiary and accounts for its investment in accordance with the equity method. Refer to discussion below for additional information.
(d) These investments were impaired as part of the Seaport impairment recognized in the current period. Refer to specific investment discussion below and Note 3 - *Impairment* for additional information.
(e) Other equity investments represent investments not accounted for under the equity method. The Company elected the measurement alternative as these investments do not have readily determinable fair values. There were no impairments, or upward or downward adjustments to the carrying amounts of these securities either during 2023, or cumulatively. As of December 31, 2023, Other equity investments consists of $10.0 million of warrants, which represents cash paid by the Company for the option to acquire additional ownership interest in Jean-Georges Restaurants. Refer to discussion below for additional detail.

The Lawn Club In 2021, the Company formed HHC Lawn Games, LLC with The Lawn Club NYC, LLC ("Endorphin Ventures"), to construct and operate an immersive indoor and outdoor restaurant that includes an extensive area of indoor grass, a stylish clubhouse bar, and a wide variety of lawn games. This concept opened in the fourth quarter of 2023. Under the terms of the initial agreement, the Company funded 80% of the cost to construct the restaurant, and Endorphin Ventures contributed the remaining 20%. In October 2023, the members executed an amended LLC agreement, in which the Company will fund 90% of any remaining capital requirements, and Endorphin Ventures will contribute 10%. The Company will recognize its share of income or loss based on the joint venture distribution priorities, which could fluctuate over time. Upon return of each member's contributed capital and a preferred return to the Company, distributions and recognition of income or loss will be allocated to the Company based on its final profit-sharing interest. The Company also entered into a lease agreement with HHC Lawn Games, LLC pursuant to which the Company agreed to lease 20,000 square feet of the Fulton Market Building to this venture.

Ssäm Bar In 2016, the Company formed Pier 17 Restaurant C101, LLC ("Ssäm Bar") with MomoPier, LLC ("Momofuku") to construct and operate a restaurant and bar at Pier 17 in the Seaport, which opened in 2019. The Company recognizes its share of income or loss based on the joint venture's distribution priorities, which could fluctuate over time. During the third quarter of 2023, the Ssäm Bar restaurant closed, and the Company and Momofuku are in the process of dissolving the venture. Additionally, the Company recognized an impairment of $5.0 million related to this investment in the year ended December 31, 2023. See Note 3 - *Impairment* for additional information.

Tin Building by Jean-Georges In 2015, the Company, together with VS-Fulton Seafood Market, LLC ("Fulton Partner"), formed Fulton Seafood Market, LLC ("Tin Building by Jean-Georges") to operate a 53,783 square foot culinary marketplace in the historic Tin Building. The Fulton Partner is a wholly owned subsidiary of Jean-Georges Restaurants. The Company purchased a 25% interest in Jean-George Restaurants in March 2022 as discussed below.

The Company owns 100% of the Tin Building and leased 100% of the space to the Tin Building by Jean-Georges joint venture. Throughout this information statement, references to the Tin Building relate to the Company's 100% owned landlord operations and references to the Tin Building by Jean-Georges refer to the hospitality business in which the Company has an equity ownership interest. The Company, as landlord, funded 100% of the development and construction of the Tin Building. Under the terms of the Tin Building by Jean-Georges LLC agreement, the Company contributes the cash necessary to fund pre-opening, opening and operating costs of the Tin Building by Jean-Georges. The Fulton Partner is not required to make any capital contributions. The Tin Building was completed and placed in service during the third quarter of 2022 and the Tin Building by Jean-Georges culinary marketplace began operations in the third quarter of 2022. Based on capital contribution and distribution provisions for the Tin Building by Jean-Georges, the Company currently receives substantially all of the economic interest in the venture. Upon return of the Company's contributed capital and a preferred return to the Company, distribution and recognition of income or loss will be allocated to the Company based on its final profit-sharing interest.

As of December 31, 2023 and 2022, the Tin Building by Jean-Georges is classified as a VIE because the equity holders, as a group, lack the characteristics of a controlling financial interest. The Company further concluded that it is not the primary beneficiary of the VIE as it does not have the power to direct the restaurant-related activities that most significantly impact its economic performance. As the Company is unable to quantify the maximum amount of additional capital contributions that may be funded in the future associated with this investment, the Company's maximum exposure to loss is currently equal to the $11.7 million carrying value of the investment as of December 31, 2023. The Company funded capital contributions of $48.1 million for the year ended December 31, 2023, and $43.1 million for the year ended December 31, 2022. The Company did not fund any capital contributions for the year ended December 31, 2021, as the Tin Building by Jean-Georges did not commence operations until 2022.

The Company recognized an impairment of $1.2 million related to this investment in the year ended December 31, 2023. See Note 3 - *Impairment* for additional information.

The Company is required to file audited financial statements of the Fulton Seafood Market, LLC for the year ended December 31, 2022. The Company's investment in the Fulton Seafood Market, LLC does not meet the threshold necessary for disclosure of audited financial statements in 2023, however for comparability, audited financial statements of Fulton Seafood Market, LLC for the years ended December 31, 2023 and 2022 are included in this information statement. Financial statements of Fulton Seafood Market, LLC for the year ended December 31, 2021 are not included in this information statement as Fulton Seafood Market, LLC had no activity prior to 2022.

Jean-Georges Restaurants In March 2022, the Company acquired a 25% interest in JG Restaurant HoldCo LLC ("Jean-Georges Restaurants") for $45.0 million from JG TopCo LLC ("Jean-Georges"). Jean-Georges Restaurants currently has over 40 hospitality offerings and a pipeline of new concepts. The Company accounts for its ownership interest in accordance with the equity method and recorded its initial investment at cost, inclusive of legal fees and transaction costs. Under the terms of the current operating agreement, all cash distributions and the recognition of income-producing activities will be pro rata based on stated ownership interest. The Company recognized an impairment of $30.8 million related to this investment in the year ended December 31, 2023. See Note 3 – *Impairment* for additional information.

Concurrent with the Company's acquisition of the 25% interest in Jean-Georges Restaurants, the Company entered into a warrant agreement with Jean-Georges. The Company paid $10.0 million for the option to acquire up to an additional 20% interest in Jean-Georges Restaurants at a fixed exercise price per share subject to certain anti-dilution provisions. Should the warrant agreement be exercised by the Company, the $10.0 million will be credited against the aggregate exercise price of the warrants. Per the warrant agreement, the $10.0 million is to be used for working capital of Jean-Georges Restaurants. The warrant became exercisable on March 2, 2022, subject to automatic exercise in the event of dissolution or liquidation and will expire on March 2, 2026. As of December 31, 2023, this warrant has not been exercised. The Company elected the measurement alternative for this purchase option as the equity security does not have a readily determinable fair value. As such, the investment is measured at cost, less any identified impairment charges.

Creative Culinary Management Company, LLC ("CCMC"), a wholly owned subsidiary of Jean-Georges Restaurants, provides management services for certain retail and food and beverage businesses that the Company owns, either wholly or through partnerships with third parties. The Company's businesses managed by CCMC include The Tin Building by Jean-Georges, The Fulton, and Malibu Farm. Pursuant to the various management agreements, CCMC is responsible for employment and supervision of all employees providing services for the food and beverage operations and restaurant as well as the day-to-day operations and accounting for the food and beverage operations.

Summarized Financial Information The following tables provide combined summarized financial statements information for the Company's unconsolidated ventures. Financial statements information is included for each

investment for all periods in which the Company's ownership interest was accounted for as an equity method investment.

thousands	December 31, 2023	December 31, 2022
Balance Sheet		
Total Assets	$ 174,283	$ 182,274
Total Liabilities	142,539	150,014
Total Equity	31,744	32,260

thousands	Year ended December 31, 2023	2022	2021
Income Statement			
Revenues	$ 118,674	$ 81,275	$ 2,035
Operating Loss	(39,196)	(24,754)	1,459
Net loss	(43,264)	(36,350)	(1,583)

(a) The increase in income statement activity for the year ended December 31, 2022 is due to the opening of the Tin Building by Jean-Georges and the acquisition of the interest in Jean-Georges Restaurants in 2022.

3. Impairment

The Company reviews its long-lived assets for potential impairment indicators whenever events or changes in circumstances indicate that the carrying amounts may not be recoverable. Impairment or disposal of long-lived assets in accordance with ASC 360 *Property, Plant, and Equipment* (ASC 360) require that if impairment indicators exist and expected undiscounted cash flows generated by the asset over an anticipated holding period are less than its carrying amount, an impairment provision should be recorded to write down the carrying amount of the asset to its fair value. The impairment analysis does not consider the timing of future cash flows and whether the asset is expected to earn an above- or below-market rate of return.

The Company evaluates each investment in an unconsolidated venture discussed in Note 2 – *Investments in Unconsolidated Ventures* periodically for recoverability and valuation declines that are other-than-temporary. If the decrease in value of an investment is deemed to be other-than-temporary, the investment is reduced to its estimated fair value.

During the third quarter of 2023, the Company recorded a $709.5 million impairment charge related to Seaport properties in the Landlord Operations segment and investments in the Hospitality segment. The Company recognized the impairment due to decreases in estimated future cash flows due to significant uncertainty of future performance as stabilization and profitability are taking longer than expected, pressure on the current cost structure, decreased demand for office space, as well as an increase in the capitalization rate and a decrease in restaurant multiples used to evaluate future cash flows. The Company used a discounted cash flow analysis to determine fair value, with capitalization rates ranging from 5.5% to 6.75%, discount rates ranging from 8.5% to 13.3%, and restaurant multiples ranging from 8.3 to 11.8.

The assumptions and estimates included in the Company's impairment analysis require significant judgment about future events, market conditions, and financial performance. Actual results may differ from these assumptions. There can be no assurance that these estimates and assumptions will prove to be an accurate prediction of the future.

The following table summarizes the pre-tax impacts of the impairment mentioned above to the Combined Statements of Operations for the year ended December 31, 2023. There were no impairments recorded in 2022 and 2021.

thousands	**Statements of Operations Line Item**	**2023**
Building and equipment	Provision for impairment	$ 445,818
Land	Provision for impairment	11,734
Developments	Provision for impairment	214,940
Net investments in real estate		**672,492**
Investments in unconsolidated ventures [(a)]	Equity in losses from unconsolidated ventures	37,001
Total impairment		**$ 709,493**

(a) Impairment charges relate to the Company's investments in Jean-Georges Restaurants, Ssäm Bar, and Tin Building by Jean-Georges unconsolidated ventures. See Note 2 - *Investments in Unconsolidated Ventures* for additional information.

4. Other Assets and Liabilities

Other Assets, net The following table summarizes the significant components of Other assets, net as of December 31:

thousands	**2023**	**2022**
Intangibles	$ 20,534	$ 23,690
Security and other deposits	14,190	390
Food and beverage and merchandise inventory	2,718	2,458
Prepaid expenses	1,524	3,916
Other	146	521
Other assets, net	**$ 39,112**	**$ 30,975**

Accounts Payable and Other Liabilities The following table summarizes the significant components of Accounts payable and other liabilities as of December 31:

thousands	**2023**	**2022**
Construction payables	$ 12,477	$ 9,134
Accrued payroll and other employee liabilities	4,885	4,556
Deferred income	4,030	5,168
Accounts payable and accrued expenses	4,285	3,340
Accrued interest	1,000	737
Other	908	2,323
Tenant and other deposits	554	354
Accounts payable and other liabilities	**$ 28,139**	**$ 25,612**

5. Intangibles

The following table summarizes the Company's intangible assets and liabilities:

	As of December 31, 2023			As of December 31, 2022		
thousands	Gross Asset (Liability)	Accumulated (Amortization)/ Accretion	Net Carrying Amount	Gross Asset (Liability)	Accumulated (Amortization)/ Accretion	Net Carrying Amount
Intangible Assets:						
License agreement with MLB [(a)]	$ 24,872	$ (7,354)	$ 17,518	$ 24,872	$ (4,758)	$ 20,114
Other definite lived intangibles [(b)]	6,844	(3,828)	3,016	6,844	(3,268)	3,576
Tenant leases:						
Below-market	(3,679)	3,403	(276)	(3,679)	3,035	(644)
Total amortizing intangibles	**$ 28,037**	**$ (7,779)**	**$ 20,258**	**$ 28,037**	**$ (4,991)**	**$ 23,046**

(a) Represents 10-year player development agreement between the Aviators and MLB.
(b) Includes a franchise relationship and food and beverage contract associated with the Aviators

The tenant below-market lease intangible liabilities resulted from real estate acquisitions. The below-market tenant leases are included in Accounts payable and other liabilities and are amortized over the remaining non-cancelable terms of the respective leases. See Note 4 – *Other Assets and Liabilities* for additional information regarding Other assets, net and Accounts payable and other liabilities. The Company has no indefinite lived intangible assets.

Net amortization and accretion expense for these intangible assets and liabilities was $2.8 million, $2.8 million, and $2.4 million in 2023, 2022, and 2021, respectively.

Future net amortization and accretion expense is estimated for each of the five succeeding years as shown below:

thousands	2024	2025	2026	2027	2028
Net amortization and accretion expense	$ 2,879	$ 3,155	$ 3,155	$ 2,895	$ 2,844

6. Mortgages Payable, Net

Mortgages Payable Mortgages payable, net are summarized as follows:

	December 31,	
thousands	2023	2022
Fixed-rate debt		
Secured mortgages payable	$ 42,990	$ 44,802
Variable-rate debt		
Secured mortgages payable	115,000	100,000
Unamortized deferred financing costs	(2,362)	(621)
Mortgages payable, net	**$ 155,628**	**$ 144,181**

As of December 31, 2023, land, buildings and equipment, developments, and other collateral with an aggregate net book value of $197 million have been pledged as collateral for the Company's debt obligations. Secured mortgages payable are without recourse to the Company and the Company's Parent at December 31, 2023.

Secured Mortgages Payable The Company's outstanding mortgages are collateralized by certain of the Company's real estate assets. The Company's fixed-rate debt obligation requires semi-annual installments of principal and interest, and the Company's variable-rate debt requires monthly installments of only interest. As of December 31, 2023, the Company's secured mortgage loans did not have any undrawn lender commitment available to be drawn for property development.

The following table summarizes the Company's Secured mortgages payable:

	December 31, 2023			December 31, 2022		
$ in thousands	**Principal**	**Interest Rate**	**Maturity Date**	**Principal**	**Interest Rate**	**Maturity Date**
Fixed rate [(a)]	$ 42,990	4.92 %	December 15, 2039	$ 44,802	4.92 %	December 15, 2039
Variable rate [(b)]	115,000	9.21 %	September 1, 2026	100,000	7.74 %	November 18, 2023
Secured mortgages payable	**$ 157,990**			**$ 144,802**		

(a) The Company has one fixed-rate debt obligation as of December 31, 2023 and 2022. The interest rate presented is based upon the coupon rate of the debt.
(b) The Company has one variable-rate debt obligation as of December 31, 2023 and 2022. The interest rate presented is based on the applicable reference interest rate as of December 31, 2023 and 2022.

During 2023, the Company's mortgage activity included refinancings of $100 million, additional draws of $15 million, and repayments of $1.8 million.

During the third quarter of 2023, the Company refinanced its variable-rate mortgage related to the 250 Water Street development property, which had an outstanding principal of $100 million and a maturity date of November 2023. The Company's new variable-rate mortgage has an outstanding principal of $115 million, an interest rate of 3.88% plus the current Secured Overnight Financing Rate ("SOFR") and is set to mature in September 2026. In connection with the refinancing, the Company's obligations under the new variable-rate mortgage related to the 250 Water Street development are guaranteed by the Company's Parent.

Scheduled Maturities The following table summarizes the contractual obligations relating to the Company's mortgages payable as of December 31, 2023:

thousands	**Mortgages payable principal payments**
2024	$ 1,903
2025	1,997
2026	117,097
2027	2,201
2028	2,311
Thereafter	32,481
Total principal payments	**157,990**
Unamortized deferred financing costs	(2,362)
Mortgages payable, net	**$ 155,628**

7. Fair Value

ASC 820 *Fair Value Measurement* (ASC 820), emphasizes that fair value is a market-based measurement that should be determined using assumptions market participants would use in pricing an asset or liability. The standard establishes a hierarchical disclosure framework that prioritizes and ranks the level of market price observability used in measuring assets or liabilities at fair value. Market price observability is impacted by a number of factors, including the type of investment and the characteristics specific to the asset or liability. Assets or liabilities with

readily available active quoted prices, or for which fair value can be measured from actively quoted prices, generally will have a higher degree of market price observability and a lesser degree of judgment used in measuring fair value.

The following table presents the fair value measurement hierarchy levels required under ASC 820 for the estimated fair values of the Company's financial instruments that are not measured at fair value on a recurring basis:

		December 31, 2023		December 31, 2022	
thousands	**Fair Value Hierarchy**	**Carrying Amount**	**Estimated Fair Value**	**Carrying Amount**	**Estimated Fair Value**
Assets:					
Cash and Restricted cash	Level 1	**$ 43,845**	**$ 43,845**	**$ 66,713**	**$ 66,713**
Accounts receivable, net [(a)]	Level 3	**13,672**	**13,672**	**8,203**	**8,203**
Liabilities:					
Fixed-rate debt [(b)]	Level 2	**42,990**	**38,906**	**44,802**	**44,591**
Variable-rate debt [(b)]	Level 2	**115,000**	**115,000**	**100,000**	**100,000**

(a) Accounts receivable, net is shown net of an allowance of $1.4 million and $1.4 million at December 31, 2023 and 2022, respectively. Refer to Note 1 – *Summary of Significant Accounting Policies* for additional information on the allowance.
(b) Excludes related unamortized financing costs.

The carrying amounts of Cash and Restricted cash and Accounts receivable, net approximate fair value because of the short-term maturity of these instruments.

The fair value of fixed-rate debt in the table above was estimated based on a discounted future cash payment model, which includes risk premiums and risk-free rates derived from the SOFR or U.S. Treasury obligation interest rates as of December 31, 2023, and from the London Interbank Offered Rate ("LIBOR") or U.S. Treasury obligation interest rates as of December 31, 2022. Refer to Note 6 – *Mortgages Payable, Net* for additional information. The discount rates reflect the Company's judgment as to what the approximate current lending rates for loans or groups of loans with similar maturities and credit quality would be if credit markets were operating efficiently and assuming that the debt is outstanding through maturity.

The carrying amount for the Company's variable-rate debt approximates fair value given that the interest rate is variable and adjusts with current market rates for instruments with similar risks and maturities.

The below table includes non-financial assets that were measured at fair value on a non-recurring basis resulting in the properties and investments being impaired:

		Fair Value Measurements Using		
thousands	**Total Fair Value Measurement (a)**	**Quoted Prices in Active Markets for Identical Assets (Level 1)**	**Significant Other Observable Inputs (Level 2)**	**Significant Unobservable Inputs (Level 3)**
2023				
Net investment in real estate	$ 321,180	$ —	$ —	$ 321,180
Investments in unconsolidated ventures	40,225	$ —	$ —	40,225

(a) The fair value was measured as of the impairment date in the third quarter of 2023 using a discounted cash flow analysis to determine fair value, with capitalization rates ranging from 5.5% to 6.75%, discount rates ranging from 8.5% to 13.3%, and restaurant multiples ranging from 8.3 to 11.8. Refer to Note 3 – Impairment for additional information.

8. Commitments and Contingencies

Litigation In the normal course of business, from time to time, the Company is involved in legal proceedings relating to the ownership and operations of its properties. In management's opinion, the liabilities, if any, that may ultimately result from normal course of business legal actions are not expected to have a material effect on the Company's combined financial position, results of operations or liquidity.

250 Water Street In 2021, the Company received the necessary approvals for its 250 Water Street development project, which includes a mixed-use development with affordable and market-rate apartments, community-oriented spaces, and office space. In May 2021, the Company received approval from the New York City Landmarks Preservation Commission ("LPC") on its proposed design for the 250 Water Street site. The Company received final approvals in December 2021 through the New York City Uniform Land Use Review Procedure known as ULURP, which allowed the necessary transfer of development rights to the parking lot site. The Company began initial foundation and voluntary site remediation work in the second quarter of 2022 and completed remediation work in December 2023.

The Company has prevailed in various lawsuits filed in 2021 and 2022 challenging the development approvals in order to prevent construction of this project.

A separate lawsuit was filed in July 2022 again challenging the Landmarks Preservation Commission approval. In January 2023, a Court ruled in favor of the petitioners vacating the Certificate of Appropriateness ("COA") issued by the LPC. The Company immediately appealed this decision to the New York State Supreme Court's Appellate Division and on June 6, 2023, an Appellate Division panel of five judges unanimously reversed the lower Court's decision, reinstating the COA. Subsequently, on June 29, 2023, petitioners filed a motion requesting reargument or, in the alternative, permission to appeal the decision of the Appellate Division to the New York State Court of Appeals. On August 31, 2023, the Appellate Division denied petitioners' motion in full. Subsequently, petitioners filed a motion in the Court of Appeals for permission to appeal to that court. On May 21, 2024, the Court of Appeals denied this motion. As there is no potential loss for the Company, it has not recorded any reserves or contingencies related to this legal matter.

Operating Leases The Company leases land or buildings at certain properties from third parties, which are recorded in Operating lease right-of-use assets, net, and Operating lease obligations on the Combined Balance Sheets. See Note 12 – *Leases* for additional information. Contractual rental expense was $6.7 million, $6.5 million, and $5.5 million for the years ended December 31, 2023, 2022, and 2021, respectively. The amortization of straight-line rents included in the contractual rent amount was $2.5 million, $2.5 million, and $1.7 million for the years ended December 31, 2023, 2022, and 2021, respectively.

Guarantee Agreements In conjunction with the execution of the ground lease for the Seaport, the Company executed a completion guarantee for the core and shell construction of the Tin Building. The core and shell construction were completed in the fourth quarter of 2021, and the remainder of construction was completed in the third quarter of 2022. As such, the Company has fully satisfied the completion guarantee.

9. Stock-Based Compensation Plans

On May 14, 2020, the Parent's shareholders approved The Howard Hughes Corporation 2020 Equity Incentive Plan (the "2020 Equity Plan" or "Plan"). Pursuant to the 2020 Equity Plan, 1,350,000 shares of the Parent's common stock were reserved for issuance. As of December 31, 2023, there were a maximum of 727,758 shares available for future grants under the 2020 Equity Plan. The 2020 Equity Plan provides for grants of options, stock appreciation rights, restricted stock, restricted stock units, and other stock-based awards (collectively, the "Awards"). Employees, directors, and consultants of the Parent are eligible for Awards. The 2020 Equity Incentive Plan is administered by the HHH Compensation Committee of the Board of Directors.

Until the separation and distribution is effective, the Company's employees will participate in Parent's Plan and the Company will be allocated a portion of stock compensation expense based on the services provided to the Company. The non-cash stock compensation expense for employee services directly attributable to the Company totaled $1.5 million, $0.9 million, and $0.5 million for the years ended December 31, 2023, 2022, and 2021, respectively. These expenses are presented net of $1.3 million, $3.0 million, and $1.4 million capitalized to development projects during the years ended December 31, 2023, 2022, and 2021, respectively. The Company also records an allocation of costs for shared services provided by the Parent, which includes expense allocations for stock-based compensation. See Note 14 – *Related-Party Transactions* for additional information regarding corporate overhead and other allocations.

The allocated amounts presented are not necessarily indicative of future awards and do not necessarily reflect the costs that the Company would have incurred as an independent company for the periods presented.

10. Income Taxes

Deferred income taxes are accounted for using the asset and liability method. Deferred tax assets and liabilities are recognized for the expected future tax consequences of events that have been included in the financial statements or tax returns. Under this method, deferred tax assets and liabilities are determined based on the differences between the financial reporting and tax basis of assets and liabilities using enacted tax rates currently in effect. Deferred income taxes also reflect the impact of operating loss and tax credit carryforwards.

The following summarizes Income tax (benefit) expense for the years ended December 31:

thousands	2023	2022	2021
Current	$ —	$ —	$ —
Deferred	(2,187)	3,469	(3,575)
Total	**$ (2,187)**	**$ 3,469**	**$ (3,575)**

Reconciliation of the Income tax (benefit) expense if computed at the U.S. federal statutory income tax rate to the Company's reported Income tax (benefit) expense for the years ended December 31 is as follows:

thousands except percentages	2023	2022	2021
Loss before income taxes	$ (840,252)	$ (107,808)	$ (84,441)
U.S. federal statutory tax rate	21 %	21 %	21 %
Tax (benefit) expense computed at the U.S. federal statutory rate	**$ (176,453)**	**$ (22,640)**	**$ (17,733)**
State income tax (benefit) expense, net of federal income tax	(75,917)	(10,254)	(7,891)
Unbenefited losses	35,791	36,270	22,002
Valuation Allowance	213,127	—	—
Tax (benefit) expense from other change in rates, prior period adjustments and other permanent differences	1,265	93	47
Income tax (benefit) expense	**$ (2,187)**	**$ 3,469**	**$ (3,575)**
Effective tax rate	**0.3 %**	**(3.2 %)**	**4.2 %**

The Company generated operating losses in the years presented. The income tax benefit recognized related to this loss was zero for the years ended December 31, 2023, 2022, and 2021, after an assessment of the available positive and negative evidence. Operating results of the Company have historically been included in the consolidated federal and combined state income tax returns of the Parent and the resulting tax attributes have been fully utilized by the Parent and are no longer available to the Company for future use. As a result, any hypothetical net operating loss attributes and related valuation allowances are deemed to have been distributed to the Parent through net parent investment. Future income tax provisions may be impacted by future changes in the realizability of the hypothetical net operating loss deferred tax asset. The difference between the (benefit) expense at the statutory rate and the income tax provision related to these operating losses is reflected in the table above as "Unbenefited losses".

Furthermore, it was necessary to assess the positive and negative evidence of the realizability of the US federal and consolidated state net deferred tax asset balance for the period ending December 31, 2023. After such an assessment, it was determined a valuation allowance was required. The difference between the expense (benefit) at the statutory rate and the income tax provision is primarily related to state taxes, the unbenefited federal and state losses, and the valuation allowance recorded against the Company's deferred tax assets.

The following summarizes tax effects of temporary differences and carryforwards included in the net deferred tax liabilities as of December 31:

thousands	2023	2022
Deferred tax assets:		
Accounts receivable	$ 408	$ 420
Accrued expenses	1,041	1,262
Operating lease liabilities	14,547	14,312
Deferred income	537	1,442
Depreciation, impairments, and asset disposals	210,168	—
Total deferred tax assets	**226,701**	**17,436**
Valuation allowance	(213,127)	—
Total net deferred tax assets	**$ 13,574**	**$ 17,436**
Deferred tax liabilities:		
Depreciation and asset disposals	—	$ (5,004)
Prepaid other	(286)	(1,025)
Operating lease right of use assets	(13,288)	(13,594)
Total deferred tax liabilities	**$ (13,574)**	**$ (19,623)**
Total net deferred tax liabilities	**—**	**$ (2,187)**

The Company is included in the income tax returns filed by HHH. Generally, the Company is currently open to audit under the statute of limitations by the Internal Revenue Service as well as state taxing authorities for the years ended December 31, 2020 through 2023. In the Company's opinion, it has made adequate tax provisions for years subject to examination. The final determination of tax examinations and any related litigation could be different from what was reported on the returns, however, the Company would not be liable for any incremental taxes payable, interest or penalties, which remain the obligation of HHH.

The Company applies the generally accepted accounting principle related to accounting for uncertainty in income taxes, which prescribes a recognition threshold that a tax position is required to meet before recognition in the financial statements and provides guidance on derecognition, measurement, classification, interest and penalties, accounting in interim periods, disclosure, and transition issues.

The Company recognizes and reports interest and penalties related to unrecognized tax benefits, if applicable, within the provision for income tax expense. The Company had no unrecognized tax benefits for the years ended December 31, 2023, 2022, or 2021, and therefore did not recognize any interest expense or penalties on unrecognized tax benefits.

11. Revenues

Revenues from contracts with customers (excluding lease-related revenues) are recognized when control of the promised goods or services is transferred to the Company's customers in an amount that reflects the consideration the Company expects to be entitled to in exchange for those goods or services.

The following presents the Company's revenues disaggregated by revenue source for the years ended December 31:

thousands	2023	2022	2021
Revenues from contracts with customers			
Recognized at a point in time or over time			
Sponsorships, events, and entertainment revenue	$ 60,623	$ 55,724	$ 41,504
Other revenue[(a)]	8	947	3,506
Total	60,631	56,671	45,010
Recognized at a point in time			
Hospitality revenue	32,951	42,565	29,632
Rental and lease-related revenues			
Rental revenue	22,096	19,810	7,978
Total revenues	**$ 115,678**	**$ 119,046**	**$ 82,620**

(a) Other revenue in 2022 and 2021 primarily relates to parking revenue at 250 Water Street prior to the start of initial foundation and voluntary site remediation work in the second quarter of 2022.

Contract Assets and Liabilities Contract assets are the Company's right to consideration in exchange for goods or services that have been transferred to a customer, excluding any amounts presented as a receivable. Contract liabilities are the Company's obligation to transfer goods or services to a customer for which the Company has received consideration.

There were no contract assets for the periods presented. The contract liabilities primarily relate to deferred Aviators and Seaport concert series ticket sales and sponsorship revenues.

thousands	Contract Liabilities
Balance at December 31, 2022	**$ 4,740**
Consideration earned during the period	(42,195)
Consideration received during the period	41,162
Balance at December 31, 2023	$ 3,707
Balance at December 31, 2021	$ 6,127
Consideration earned during the period	(41,664)
Consideration received during the period	40,277
Balance at December 31, 2022	$ 4,740

Remaining Unsatisfied Performance Obligation The Company's remaining unsatisfied performance obligations represent a measure of the total dollar value of work to be performed on contracts executed and in progress. These performance obligations primarily relate to the completion of the 2024 Aviators baseball season and 2024 concert series, as well as performance under various sponsorship agreements. The aggregate amount of the transaction price allocated to the Company's remaining unsatisfied performance obligations from contracts with customers as of December 31, 2023, is $8.7 million. The Company expects to recognize this amount as revenue over the following periods:

thousands	Less than 1 year	1-2 years	3 years and thereafter
Total remaining unsatisfied performance obligations	$ 6,251	$ 1,977	$ 487

The Company's remaining performance obligations are adjusted to reflect any known contract cancellations, revisions to customer agreements, and deferrals, as appropriate.

During the year ended December 31, 2023, revenue from one customer accounted for approximately 10.1% of the Company's total revenue through a related-party transaction. See Note 14 – *Related-Party Transactions* for additional information.

For the year ended December 31, 2022 and 2021, no customers accounted for greater than 10% of the Company's revenue.

12. Leases

Lessee Arrangements The Company determines whether an arrangement is a lease at inception. Operating leases are included in Operating lease right-of-use assets, net and Operating lease obligations on the Combined Balance Sheets. Right-of-use assets represent the Company's right to use an underlying asset for the lease term and lease liabilities represent the Company's obligation to make lease payments arising from the lease. Operating lease right-of-use assets and liabilities are recognized at commencement date based on the present value of future minimum lease payments over the lease term. As most of the Company's leases do not provide an implicit rate, the Company uses an estimate of the incremental borrowing rate based on the information available at the lease commencement date in determining the present value of future lease payments. The Operating lease right-of-use asset also includes any lease payments made, less any lease incentives and initial direct costs incurred. The Company does not have any finance leases. The Company elected the practical expedient to not separate lease components from non-lease components of its lease agreements for all classes of underlying assets. Certain of the Company's lease agreements include non-lease components such as fixed common area maintenance charges. The Company applies Leases (Topic 842) to the single combined lease component.

The Company's lessee agreements consist of operating leases primarily for ground leases and other real estate. The majority of the Company's leases have remaining lease terms ranging from less than two years to approximately 50 years, excluding extension options. The Company considers its strategic plan and the life of associated agreements in determining when options to extend or terminate lease terms are reasonably certain of being exercised. Leases with an initial term of 12 months or less are not recorded on the balance sheet; the Company recognizes lease expense for these leases on a straight-line basis over the lease term. Certain of the Company's lease agreements include variable lease payments based on a percentage of income generated through subleases, changes in price indices and market rates, and other costs arising from operating, maintenance, and taxes. The Company's lease agreements do not contain residual value guarantees or restrictive covenants. The Company leases various buildings and office space constructed on its ground leases to third parties.

The Company's leased assets and liabilities as of December 31 are as follows:

thousands	2023	2022
Assets		
Operating lease right-of-use assets, net	$ 40,884	$ 41,500
Liabilities		
Operating lease obligations	$ 48,153	$ 46,349

The components of lease expense for the years ended December 31 are as follows:

thousands	2023	2022	2021
Operating lease cost	$ 6,189	$ 6,043	$ 5,433
Variable lease cost	478	452	43
Total lease cost	**$ 6,667**	**$ 6,495**	**$ 5,476**

Future minimum lease payments as of December 31, 2023, are as follows:

thousands	Operating Leases
2024	$ 4,321
2025	4,375
2026	3,416
2027	2,749
2028	2,808
Thereafter	234,041
Total lease payments	**251,710**
Less: imputed interest	(203,557)
Present value of lease liabilities	**$ 48,153**

Other information related to the Company's lessee agreements is as follows:

Supplemental Combined Statements of Cash Flows Information	Year ended December 31,		
thousands	**2023**	**2022**	**2021**
Cash paid for amounts included in the measurement of lease liabilities:			
Operating cash flows on operating leases	$ 4,266	$ 4,320	$ 3,774

Other Information	**2023**	**2022**
Weighted-average remaining lease term (years)		
Operating leases	45.3	46.4
Weighted-average discount rate		
Operating leases	7.8 %	7.8 %

Lessor Arrangements The Company receives rental income from the leasing of retail, office, multi-family and other space under operating leases, as well as certain variable tenant recoveries. Operating leases for our retail, office, and other properties are with a variety of tenants and have a remaining average term of approximately seven years. Lease terms generally vary among tenants and may include early termination options, extension options, and fixed rental rate increases or rental rate increases based on an index. Multi-family leases generally have a term of 12 months or less. The Company elected the practical expedient to not separate lease components from non-lease components of its lease agreements for all classes of underlying assets. Minimum rent revenues related to operating leases are as follows:

	Year Ended December 31,		
thousands	**2023**	**2022**	**2021**
Total minimum rent payments	$ 17,325	$ 11,275	$ 7,445

Total future minimum rents associated with operating leases are as follows:

thousands	Total Minimum Rent
2024	$ 20,999
2025	21,891
2026	19,493
2027	19,616
2028	19,749
Thereafter	105,569
Total	**$ 207,317**

Minimum rent revenues are recognized on a straight-line basis over the terms of the related leases when collectability is reasonably assured and the tenant has taken possession of, or controls, the physical use of the leased asset. Percentage rent in lieu of fixed minimum rent is recognized as sales are reported from tenants. Minimum rent revenues reported on the Combined Statements of Operations also include amortization related to above and below-market tenant leases on acquired properties.

13. Segments

The Company has three business segments that offer different products and services. The Company's three segments are managed separately as each requires different operating strategies or management expertise. Adjusted EBITDA is used to assess operating results for each of the Company's business segments. The Company defines Adjusted EBITDA as earnings before interest, taxes, depreciation, amortization, equity in earnings (losses) from unconsolidated ventures, general and administrative expenses, and other expenses. The Company's segments or assets within such segments could change in the future as development of certain properties commences or other operational or management changes occur. All operations are within the United States. The Company's reportable segments are as follows:

- ***Landlord Operations*** – consists of the Company's rental operations associated with over 470,000 square feet of properties situated in three primary locations at the Seaport in New York, New York: Pier 17, Historic Area/Uplands and Tin Building, as well as the 250 Water Street development.
- ***Hospitality*** – consists of restaurant and retail businesses in the Historic District and Pier 17 that are owned, either wholly or through joint ventures, and operated by the Company or through license and management agreements, and also includes the equity interest in Jean-Georges Restaurants.
- ***Sponsorships, Events, and Entertainment*** – consists of baseball operations of the Aviators and Las Vegas Ballpark along with sponsorships, events, and other revenue generated at the Seaport in New York, New York.

Segment operating results are as follows:

thousands	Landlord Operations	Hospitality	Sponsorships, Events, and Entertainment	Total
Year Ended December 31, 2023				
Total revenues	$ 22,104	$ 32,951	$ 60,623	$ 115,678
Total segment expenses	(31,615)	(35,667)	(53,261)	(120,543)
Segment Adjusted EBITDA	(9,511)	(2,716)	7,362	(4,865)
Depreciation and amortization				(48,432)
Interest expense, net				(3,166)
Equity in losses from unconsolidated ventures				(80,633)
Provision for impairment				(672,492)
Loss on extinguishment of debt				(47)
Corporate expenses and other items				(30,617)
Loss before income taxes				(840,252)
Income tax benefit (expense)				2,187
Net loss				**$ (838,065)**
Year Ended December 31, 2022				
Total revenues	$ 20,742	$ 42,580	$ 55,724	$ 119,046
Total segment expenses	(34,720)	(43,076)	(43,530)	(121,326)
Segment Adjusted EBITDA	(13,978)	(496)	12,194	(2,280)
Depreciation and amortization				(47,356)
Interest expense, net				(4,013)
Equity in losses from unconsolidated ventures				(37,124)
Corporate expenses and other items				(17,035)
Loss before income taxes				(107,808)
Income tax benefit (expense)				(3,469)
Net loss				**$ (111,277)**
Year Ended December 31, 2021				
Total revenues	$ 10,903	$ 30,213	$ 41,504	$ 82,620
Total segment expenses	(33,242)	(31,302)	(34,192)	(98,736)
Segment Adjusted EBITDA	(22,339)	(1,089)	7,312	(16,116)
Depreciation and amortization				(41,612)
Interest expense, net				(6,534)
Equity in losses from unconsolidated ventures				(1,988)
Corporate expenses and other items				(18,191)
Loss before income taxes				(84,441)
Income tax benefit (expense)				3,575
Net loss				**$ (80,866)**

The following represents assets by segment and the reconciliation of total segment assets to Total assets in the Combined Balance Sheets as of December 31:

thousands	2023	2022
Landlord Operations	$ 411,871	$ 1,047,488
Hospitality	64,816	110,798
Sponsorships, Events, and Entertainment	135,121	151,020
Total segment assets	611,808	1,309,306
Corporate	5,005	5,209
Total assets[(a)]	**$ 616,813**	**$ 1,314,515**

(a) In 2023, the Company recorded a $709.5 million impairment charge related to the Seaport properties in the Landlord Operations segment and investments in the Hospitality segment. Refer to Note 3 - *Impairment* for additional information.

14. Related-Party Transactions

The Company has not historically operated as a standalone business and has various relationships with the Parent whereby the Parent provides services to the Company. The Company also engages in transactions with CCMC and generates rental revenue by leasing space to equity method investees, which are related parties, as described below.

Net Transfers from Parent As discussed in Note 1 – *Summary of Significant Accounting Policies* in the basis of presentation section and below, net parent investment is primarily impacted by allocation of expenses for certain services related to shared functions provided by the Parent and contributions from the Parent which are the result of net funding provided by or distributed to Parent. The components of net parent investment are:

	December 31,		
thousands	2023	2022	2021
Net transfers from Parent as reflected in the Combined Statements of Cash Flows	$ 125,277	$ 239,617	$ 185,922
Non-cash stock compensation expense	1,495	869	483
Net transfers from Parent as reflected in the Combined Statements of Equity	**$ 126,772**	**$ 240,486**	**$ 186,405**

Corporate Overhead and Other Allocations The Parent provides the Company certain services, including (1) certain support functions that are provided on a centralized basis within HHH, including, but not limited to executive oversight, treasury, accounting, finance, internal audit, legal, information technology, human resources, communications, and risk management; and (2) employee benefits and compensation, including stock-based compensation. The Company's Combined Financial Statements reflect an allocation of these costs. When specific identification or a direct attribution of costs based on time incurred for the Company's benefit is not practicable, a proportional cost method is used, primarily based on revenue, headcount, payroll costs or other applicable measures.

The allocation of expenses, net of amounts capitalized, from Parent to the Company were reflected as follows in the Combined Statements of Operations for the years ended December 31:

thousands	2023	2022	2021
Operating costs	$ 698	$ 358	$ 125
General and administrative	13,234	9,668	6,623
Other income, net	(35)	(53)	(61)
Total	$ 13,897	$ 9,973	$ 6,687

Allocated expenses recorded in operating costs, general and administrative expenses, and other income, net in the table above primarily include the allocation of employee benefits and compensation costs, including stock

compensation expense, as well as overhead and other costs for shared support functions provided by the Parent on a centralized basis. Operating costs as provided in the table above include immaterial expenses recorded to hospitality costs and sponsorships, events, and entertainment costs with the remainder recorded to operating costs.

The Company capitalized the following costs that were incurred by the Parent for the Company's benefit in the Combined Balance Sheets during the years ended December 31:

thousands	2023	2022	2021
Developments	$ 1,967	$ 4,878	$ 2,242
Buildings and equipment	550	179	522
Total	**$ 2,517**	**$ 5,057**	**$ 2,764**

The financial information herein may not necessarily reflect the combined financial position, results of operations, and cash flows of the Company in the future or what they would have been had the Company been a separate, standalone entity during the periods presented. Management believes that the methods used to allocate expenses to the Company are reasonable; however, the allocations may not be indicative of actual expenses that would have been incurred had the Company operated as an independent, publicly traded company for the periods presented. Actual costs that the Company may have incurred had it been a standalone company would depend on a number of factors, including the chosen organizational structure, whether functions were outsourced or performed by the Company employees and strategic decisions made in areas such as executive leadership, corporate infrastructure, and information technology.

Unless otherwise stated, these intercompany transactions between the Company and Parent have been included in these Combined Financial Statements and are considered to be effectively settled at the time the transaction is recorded. The total net effect of the settlement of these intercompany transactions is reflected in the Combined Statements of Cash Flows as a financing activity and in the Combined Balance Sheets as net parent investment.

Stock Compensation As discussed in Note 9 – *Stock-Based Compensation Plans*, the Company's employees participate in Parent's stock-compensation plan and the Company is allocated a portion of stock compensation expense based on the services provided to the Company. The non-cash stock compensation expense for employee services directly attributable to the Company totaled $1.5 million, $0.9 million, and $0.5 million for the years ended December 31, 2023, 2022, and 2021, respectively, and is included within general and administrative expenses in the Combined Statements of Operations and included in the table above. These expenses are presented net of $1.3 million, $3.0 million, and $1.4 million capitalized to development projects during the years ended December 31, 2023, 2022, and 2021, respectively. Employee benefits and compensation expense, including stock-based compensation expense, related to the Parent employees who provide shared services to the Company have also been allocated to the Company and is recorded in general and administrative expenses in the Combined Statements of Operations and included in the table above.

Related-party Management Fees The Parent provides management services to the Company for managing its real estate assets and the Company reimburses Parent for expenses incurred and pays Parent a management fee for services provided. The amounts outstanding pursuant to the management fee agreement between the Company and Parent are cash settled each month and are reflected in the Combined Balance Sheets as related-party payables to the extent unpaid as of each balance sheet date. As of December 31, 2023 and 2022, the Combined Balance Sheets reflects immaterial outstanding payables due to Parent with respect to the landlord management fees. These landlord management fees amounted to $0.3 million, $0.3 million, and $0.3 million for the years ended December 31, 2023, 2022, and 2021, respectively.

As discussed in Note 2 – *Investments in Unconsolidated Ventures*, CCMC, a wholly owned subsidiary of Jean-Georges Restaurants, which is a related party of the Company for periods after the Company's investment in Jean-Georges Restaurants in March 2022, also provides management services for certain of the Company's retail and food and beverage businesses, either wholly owned or through partnerships with third parties. The Company's businesses managed by CCMC include, but are not limited to, locations such as The Tin Building by Jean-Georges, The Fulton, and Malibu Farm. Pursuant to the various management agreements, CCMC is responsible for employment and supervision of all employees providing services for the food and beverage operations and

restaurant as well as the day-to-day operations and accounting for the food and beverage operations. As of December 31, 2023 and 2022, the Combined Balance Sheets reflect receivables for funds provided to CCMC with respect to the management fees of $1.2 million and $0.5 million, respectively and accounts payable of $0.2 million and $0.1 million, respectively due to CCMC with respect to reimbursable expenses to be funded by the Company. The Company's related-party management fees due to CCMC amounted to $2.2 million and $2.3 million for the years ended December 31, 2023 and 2022, respectively. CCMC was not a related party of the Company for the year ended December 31, 2021.

Related-party Rental Revenue The Company owns the real estate assets that are leased by Lawn Club and the Tin Building by Jean-Georges. The Company also leased space to the Ssäm Bar through the third quarter of 2023. As discussed in Note 2 – *Investments in Unconsolidated Ventures*, the Company owns a noncontrolling interest in these ventures and accounts for its interests in accordance with the equity method.

As of December 31, 2023 and 2022, the Combined Balance Sheets reflect accounts receivable of $0.1 million and $0.5 million, respectively, due from these ventures generated by rental revenue earned by the Company.

For the years ended December 31, 2023, 2022, and 2021, the Combined Income Statements reflect rental revenue associated with these related parties of $12.0 million, $5.7 million and $0.2 million, respectively. This is primarily comprised of $11.6 million and $5.0 million from the Tin Building by Jean-Georges for the years ended December 31, 2023 and 2022, respectively.

Related-party Other Receivables As of December 31, 2023, the Combined Balance Sheets include a $3.1 million receivable related to development costs incurred by the Company, which will be reimbursed by the Lawn Club venture. There was no similar receivable balance as of December 31, 2022.

15. Subsequent Events

The Company has evaluated the effects of subsequent events through May 23, 2024, the date the combined financial statements were available for issuance.

SCHEDULE III – REAL ESTATE AND ACCUMULATED DEPRECIATION

DECEMBER 31, 2023

Name of Center *thousands*	Location	Center Type	Encumbrances [a]	Initial Cost [b]		Costs Capitalized Subsequent to Acquisition [c]		Gross Amounts at Which Carried at Close of Period [d]			Accumulated Depreciation [e]	Date of Construction	Date Acquired / Completed
				Land	Buildings and Improvements	Land	Buildings and Improvements	Land	Buildings and Improvements	Total			
Seaport													
Historic District Area / Uplands	New York, NY	Retail	$ —	$ —	$ 7,884	$ —	$ 66,012	$ —	$ 73,896	73,896	$ (30,799)	2013	2016
Pier 17	New York, NY	Retail	—	—	468,476	—	(218,115)	—	250,361	250,361	(109,036)	2013	2018
85 South Street	New York, NY	Multi-family	—	15,913	8,137	(11,734)	(563)	4,179	7,574	11,753	(6,248)		2014
Tin Building	New York, NY	Retail	—	—	198,984	—	(137,112)	—	61,872	61,872	(13,963)	2017	2022
250 Water Street	New York, NY	Development	115,000	—	179,471	—	(83,450)	—	96,021	96,021	—		2018
Summerlin													
Aviators / Las Vegas Ballpark	Las Vegas, NV	Other	42,990	5,318	124,391	—	2,222	5,318	126,613	131,931	(30,599)	2018	2019
Total excluding Corporate and Deferred financing costs			**157,990**	**21,231**	**987,343**	**(11,734)**	**(371,006)**	**9,497**	**616,337**	**625,834**	**(190,645)**		
Corporate [f]	Various		—	—	14,054	—	782		14,836	14,836	(12,563)		
Deferred financing costs	N/A		(2,362)	—	—	—	—	—	—	—	—		
		Total	**$ 155,628**	**$ 21,231**	**$ 1,001,397**	**$ (11,734)**	**$ (370,224)**	**$ 9,497**	**$ 631,173**	**$ 640,670**	**$ (203,208)**		

(a) Refer to Note 6 – *Mortgages Payable, Net* in the Notes to Combined Financial Statements included in this information statement.
(b) Initial cost for projects undergoing development or redevelopment is cost through the end of first complete calendar year subsequent to the asset being placed in service.
(c) For retail and other properties, costs capitalized subsequent to acquisitions is net of cost of disposals or other property write-offs and impairment.
(d) The aggregate cost of land, building and improvements for federal income tax purposes is approximately $437 million.
(e) Depreciation is based upon the useful lives in Note 1 - *Summary of Significant Accounting Policies* in the Notes to Combined Financial Statements included in this information statement.
(f) Costs related to leasehold improvements related to Seaport office lease.

Reconciliation of Real Estate

thousands	2023	2022	2021
Balance as of January 1	$ 1,254,496	$ 1,175,122	$ 1,074,286
Additions	66,382	85,511	104,969
Dispositions and write-offs	(4,697)	(5,146)	(4,133)
Impairments	(672,492)	—	—
Contributions to unconsolidated ventures	(3,019)	(991)	—
Balance as of December 31	$ 640,670	$ 1,254,496	$ 1,175,122

Reconciliation of Accumulated Depreciation

thousands	2023	2022	2021
Balance as of January 1	$ 161,637	$ 120,790	$ 85,972
Depreciation Expense	45,030	43,985	38,838
Dispositions and Write-offs	(3,459)	(3,138)	(4,020)
Balance as of December 31	$ 203,208	$ 161,637	$ 120,790

FULTON SEAFOOD MARKET, LLC

FINANCIAL STATEMENTS

FOR THE YEARS ENDED DECEMBER 31, 2023 AND JANUARY 1, 2023

KPMG LLP
Suite 1400
2323 Ross Avenue
Dallas, TX 75201-2721

Independent Auditors' Report

The Members
Fulton Seafood Market, LLC:

Opinion

We have audited the financial statements of Fulton Seafood Market, LLC (the Company), which comprise the balance sheets as of December 31, 2023 and January 1, 2023, and the related statements of operations and members' equity (deficit) and cash flows for the fiscal years then ended, and the related notes to the financial statements.

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of the Company as of December 31, 2023 and January 1, 2023, and the results of its operations and its cash flows for the fiscal years then ended in accordance with U.S. generally accepted accounting principles.

Basis for Opinion

We conducted our audits in accordance with auditing standards generally accepted in the United States of America (GAAS). Our responsibilities under those standards are further described in the Auditors' Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Company and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Substantial Doubt About the Entity's Ability to Continue as a Going Concern

The accompanying financial statements have been prepared assuming that the Company will continue as a going concern. As discussed in Note 3 to the financial statements, the Company has suffered recurring losses from operations, negative cash flows from operations, and will continue to require funding in the form of contributions from the HHC member in order to fund its operations and meet obligations over the next twelve months. As such, the Company has stated that substantial doubt exists about the Company's ability to continue as a going concern. Management's evaluation of the events and conditions and management's plans regarding these matters are also described in Note 3. The financial statements do not include any adjustments that might result from the outcome of this uncertainty. Our opinion is not modified with respect to this matter.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with U.S. generally accepted accounting principles, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern for one year after the date that the financial statements are available to be issued.

KPMG LLP, a Delaware limited liability partnership and a member firm of
the KPMG global organization of independent member firms affiliated with
KPMG International Limited, a private English company limited by guarantee.

Auditors' Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control related matters that we identified during the audit.

/s/ KPMG LLP

Dallas, Texas
February 6, 2024

FULTON SEAFOOD MARKET, LLC

BALANCE SHEETS

DECEMBER 31, 2023 AND JANUARY 1, 2023

	December 31, 2023	January 1, 2023
Assets		
Current Assets		
Cash and cash equivalents	$ 5,190,524	$ 1,947,694
Inventory, net	1,448,975	1,419,012
Due from related party	43,263	8,174
Prepaid expenses and other current assets	425,659	503,444
Total Current Assets	7,108,421	3,878,324
Property and Equipment, Net	10,885,813	7,877,265
Operating Right-of-Use Asset, Net	78,393,019	86,441,008
Security Deposits	167,395	—
Total Assets	$ 96,554,648	$ 98,196,597
Liabilities and Members' Equity		
Current Liabilities		
Accounts payable	$ 1,659,468	$ 1,523,620
Accrued expenses	3,663,070	3,927,929
Short-term operating lease liability	8,259,748	8,047,989
Total Current Liabilities	13,582,286	13,499,538
Long-Term Liabilities		
Long-term operating lease liability	70,133,271	78,393,019
Total Liabilities	83,715,557	91,892,557
Commitments and Contingencies		
Members' Equity	12,839,091	6,304,040
Total Liabilities and Members' Equity	$ 96,554,648	$ 98,196,597

See accompanying notes to financial statements

FULTON SEAFOOD MARKET, LLC

STATEMENTS OF OPERATIONS AND MEMBERS' EQUITY (DEFICIT)

FOR THE YEARS ENDED DECEMBER 31, 2023 AND JANUARY 1, 2023

	December 31, 2023	January 1, 2023
Net Sales	$ 32,353,619	$ 8,214,348
Costs and Expenses		
Restaurant and retail operating expenses:		
Food and beverage costs	6,782,568	2,601,165
Retail expenses	4,493,119	1,665,891
Labor and related expenses	25,570,496	13,778,180
Operating lease costs	12,210,133	4,624,268
Other operating expenses	11,692,137	7,239,678
Pre-opening costs	—	6,608,834
General and administrative expenses	13,122,128	8,463,922
Total Costs and Expenses	73,870,581	44,981,938
Net Loss	(41,516,962)	(36,767,590)
Members' Equity (Deficit) - Beginning of Year	6,304,040	(45,429)
Members contributions	48,052,013	43,117,059
Members' Equity - End of Year	$ 12,839,091	$ 6,304,040

See accompanying notes to financial statements.

FULTON SEAFOOD MARKET, LLC

STATEMENTS OF CASH FLOWS

FOR THE YEARS ENDED DECEMBER 31, 2023 AND JANUARY 1, 2023

	December 31, 2023	January 1, 2023
Cash Flows from Operating Activities		
Net loss	$ (41,516,962)	$ (36,767,590)
Adjustments to reconcile net loss to net cash used in operating activities:		
Depreciation and amortization	2,720,016	631,129
Changes in operating assets and liabilities:		
Inventory, net	(29,963)	(1,419,012)
Advances to related party	(35,089)	(8,174)
Prepaid expenses and other current assets	77,785	(503,444)
Reduction in carrying amount of right of use asset	8,047,989	3,155,325
Security deposits	(167,395)	—
Accounts payable	135,848	1,523,408
Accrued expenses	(264,859)	3,882,712
Operating lease liabilities	(8,047,989)	(3,155,325)
Net Cash Used in Operating Activities	(39,080,619)	(32,660,971)
Cash Flows Used in Investing Activities		
Purchases of property and equipment	(5,728,564)	(8,508,394)
Cash Flows Provided by Financing Activities		
Contributions from Members	48,052,013	43,117,059
Net Increase in Cash	3,242,830	1,947,694
Cash - Beginning	1,947,694	—
Cash - Ending	$ 5,190,524	$ 1,947,694

See accompanying notes to financial statements.

FULTON SEAFOOD MARKET, LLC

NOTES TO FINANCIAL STATEMENTS

FOR THE YEARS ENDED DECEMBER 31, 2023 AND JANUARY 1, 2023

NOTE 1 - BASIS OF PRESENTATION AND CONSOLIDATION

NATURE OF OPERATIONS

On July 22, 2015, HHC Seafood Market Member LLC (HHSM or the HHC member), a subsidiary of Howard Hughes Corporation (HHC), together with VS-Fulton Seafood LLC (VS Member), a wholly-owned subsidiary of JG Restaurant Holdco, LLC (JG), formed Fulton Seafood Market, LLC (the "Company"), through the Original Company LLC Agreement, for the purpose of operating a first-class "Jean Georges concept" food hall and market place, featuring various menus and atmosphere that will prepare and sell a variety of specialty goods, beverages, fresh seafood and other products. The Original Company LLC Agreement was superseded and replaced in its entirety by the Amended and Restated Operating Agreement dated as of January 8, 2018 and a Second Amended and Restated Operating Agreement was entered into as of August 11, 2022 (LLC Agreement).

Per Article 4 of the LLC Agreement, the HHC member shall contribute cash to the Company at such times and in such amounts as necessary in order to fund the operations of the Company. Under no circumstances shall the VS Member be required to make any Capital Contributions to the Company. As of December 31, 2023 and January 1, 2023, the HHC member has contributed $48,052,013 and $43,117,059 respectfully to the Company.

In September 2022, the Company opened the food hall and marketplace in the Tin Building which is located in the historic South Street Seaport of New York, New York. The Tin Building is owned by South Street Seaport Limited Partnership, a subsidiary of HHC and the Company's operations are managed by Creative Culinary Management Company, LLC (CCMC), a wholly owned subsidiary of JG Restaurant Holdco, LLC.

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

BASIS OF PRESENTATION

The accompanying financial statements have been prepared in conformity with accounting principles generally accepted in the United States of America ("GAAP").

FISCAL YEAR

The Company utilizes a 52- or 53-week accounting period that ends on the Sunday closest to December 31. Fiscal years 2023 and 2022 are each comprised of a 52-week period. Unless otherwise stated, references to 2022 and 2023 in this report relate to fiscal year rather than calendar year.

ESTIMATES

The preparation of the financial statements in conformity with accounting principles generally accepted in the United States of America require management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenue and expenses during the reporting period. Actual results could differ from those estimates.

CASH AND CASH EQUIVALENTS

The Company considers highly liquid investments with maturities of three months or less as cash equivalents. Cash and cash equivalents also included $523,651 and $455,764 at December 31, 2023 and January 1, 2023, respectively of amounts due from commercial credit card companies, such as Visa, MasterCard, Discover, and American Express, which are generally received within a few days of the related transactions.

INVENTORY, NET

Inventories primarily consist of food, beverages retail products and related merchandise. Inventories are accounted for at lower of cost or net realizable value using the first-in, first-out (FIFO) method. Spoilage is expensed as incurred. At December 31, 2023 and January 1, 2023, an inventory reserve totaling $181,533 and $343,668, respectively is included in inventory, net on the accompanying balance sheets.

PROPERTY AND EQUIPMENT

Property and equipment is stated at cost. The cost of additions and betterments are capitalized and expenditures for repairs and maintenance are expensed in the period incurred. The Company capitalizes construction costs during construction of the restaurant and will begin to depreciate them once the restaurant begins operations. When items of property and equipment are sold or retired, the related costs and accumulated depreciation are removed from the accounts and any gain or loss is included in the statements of operations.

Depreciation and amortization of property and equipment is recorded utilizing the straight-line method over the estimated useful lives of the respective assets. The Company does not assign any salvage value to its assets. Leasehold improvements are amortized over the shorter of either the term of the lease or the useful life of the improvement utilizing the straight-line method.

LONG-LIVED ASSETS

The Company assesses the recoverability of long-lived assets, which consists of property and equipment, and right-of-use assets, whenever events or changes in circumstances indicate that the carrying value of the assets may not be recoverable. An impairment loss may be recognized when estimated undiscounted future cash flows expected to result from the use of the asset, including disposition, is less than the carrying value of the asset. The measurement of the impairment loss to be recognized is based on the difference between the fair value and the carrying amounts of the assets. Fair value is generally determined by estimates of discounted cash flows or value expected to be realized in third-party sale. No impairments have been recorded for the years ended December 31, 2023 and January 1, 2023.

INCOME TAXES

The Company is a limited liability company, which has elected to be taxed under the provisions of a partnership for income tax purposes. As such, the Company's income or loss and credits are passed through to the members and reported on their individual income tax returns.

The Company recognizes and measures its unrecognized tax benefits in accordance with FASB ASC 740, Income Taxes. Under that guidance, management assesses the likelihood that tax positions will be sustained upon examination based on the facts, circumstances, and information available at the end of each period, including the technical merits of those positions. The measurement of unrecognized tax benefits is adjusted when new information is available or when an event occurs that requires a change. Tax positions taken related to the Company's federal tax filing classification and state income taxes have been reviewed, and management is of the opinion that material positions taken by the Company would more likely than not be sustained by examination. Accordingly, the Company has not recorded an income tax liability for uncertain tax positions.

REVENUE RECOGNITION

The Company recognizes revenue in accordance with Accounting Standards Update ("ASU") 2014-09, Revenue from Contracts with Customers (Topic 606), which requires an entity to allocate the transaction price received from customers to each separate and distinct performance obligation and recognize revenue as these performance obligations are satisfied.

Revenue from restaurant sales is presented net of discounts and recognized when food and beverage are sold. Revenue from retail sales is presented net of discounts and recognized when retail products and related merchandise is sold.

The revenue from gift cards is included in unearned revenue when purchased by the customer and revenue is recognized when the gift cards are redeemed. Unearned revenues include liabilities established for the value of the gift cards when sold and are included in accrued expenses on the Company's balance sheet were not material as of December 31, 2023 and January 1, 2023. The revenue from gift cards were not material for the year ended of December 31, 2023 and January 1, 2023.

The following table sets forth the Company's nets sales disaggregated by sales channel for the years ended December 31, 2023 and January 1, 2023:

	December 31, 2023	January 1, 2023
Food	$ 17,661,115	$ 4,121,698
Alcohol	6,686,391	1,572,139
Retail	8,006,113	2,520,511
Total	$ 32,353,619	$ 8,214,348

ADVERTISING COSTS

Advertising costs, which are included in general and administrative expenses, are expensed as incurred. Advertising expenses for the years ended December 31, 2023 and January 1, 2023, amounted to $1,784,991 and $1,955,245, respectively and are included in general and administrative expenses on the statements of operations and member's equity (deficit).

RECLASSIFICATIONS

Certain reclassifications were made to the financial statements for the prior periods to conform to current year presentation.

PRE-OPENING COSTS

The Company follows ASC Topic 720-15, "Start-up Costs," which provides guidance on the financial reporting of start-up costs and organization costs. In accordance with this ASC Topic, costs of pre-opening activities and organization costs are expensed as incurred. Pre-opening costs include all expenses incurred by the restaurants prior to the restaurant's opening for business.

PRE-OPENING COSTS (CONTINUED)

These pre-opening costs include marketing, advertising, research and development on products, recipes and menus, costs to relocate and reimburse restaurant management staff members, costs to recruit and train hourly restaurant staff members, wages, travel, and lodging costs for the Company's training team and other support staff members. Pre-opening costs expensed for the years ended December 31, 2023 and January 1, 2023 were $- and $6,608,834, respectively.

PRESENTATION OF SALES TAXES

The Company collects sales tax from customers and remits the entire amount to the respective states. The Company's accounting policy is to exclude the tax collected and remitted from revenue and cost of sales. Sales tax payable amounted to $258,542 and $148,636 at December 31, 2023 and January 1, 2023, respectively and is presented in accrued expenses in the accompanying balance sheets.

NOTE 3 - LIQUIDITY AND GOING CONCERN

The Company had a negative operating cash flows of $39,080,619 and $32,660,971 at December 31, 2023 and January 1, 2023, respectively and a net loss of $41,516,962 and $36,767,590 at December 31, 2023 and January 1, 2023, respectively. Whether, and when, the Company can attain profitability and positive cash flows from operations is uncertain. As such, the Company will continue to require funding in the form of contributions from the

HHC member in order to fund its operations and meet obligations over the next twelve months from the date these financials statements are available to be issued.

Based on its significant loss from operations and negative cash flows from operations for the fiscal year 2023 and 2022, as well as, the future uncertainty, the Company has concluded that there is substantial doubt about the Company's ability to continue as a going concern for the next 12 months. However, the financial statements do not include any adjustments to the carrying amounts and classifications of assets, liabilities, and reported expenses that may be necessary if the Company were unable to continue as a going concern.

NOTE 4 - PROPERTY AND EQUIPMENT

Property and equipment are summarized as follows for the years ended December 31, 2023 and January 1, 2023:

	December 31, 2023	January 1, 2023	Estimated Useful Lives
Leasehold improvements	$ 730,085	$ 21,090	Lease term
Kitchen equipment and other	2,161,427	1,412,235	5 year
Computers and computer systems	8,588,417	4,225,285	3 - 5 years
Furniture and fixtures	2,028,854	2,722,974	5 year
Construction in progress	728,175	126,810	
	14,236,958	8,508,394	
Less: accumulated depreciation	(3,351,145)	(631,129)	
Property and Equipment, Net	$ 10,885,813	$ 7,877,265	

Depreciation and amortization expense related to property and equipment amounted to $2,720,016 and $631,129 for the years ended December 31, 2023 and January 1, 2023, respectively, and included in general and administrative expenses on the statements of operations and members' equity (deficit).

NOTE 5 - RELATED-PARTY TRANSACTIONS

In July 2020, the Company entered into a management agreement with CCMC to manage the location including the food and beverage operations. The agreement will terminate on the earlier of ten years from the effective date of the agreement or the date that the lease terminates. The management agreement stipulates a fixed fee of $150,000 per month as well as an annual fixed overhead management fee of $125,000 per year. Total management fees amounted to $1,925,000 and $850,805 for the years ended December 31, 2023 and January 1, 2023, respectively and is included in general and administrative expenses on the statements of operations and member's equity (deficit).

Future management fees under the management agreement consist of the following:

For the Fiscal Years ended:	
2024	$ 1,925,000
2025	1,925,000
2026	1,925,000
2027	1,925,000
2028	1,925,000
Thereafter	2,887,500
Total	$ 12,512,500

Pursuant to the management agreement, CCMC is responsible for the day-to-day operations and accounting functions. Payroll expenses reimbursed to the related party amounted to $887,904 and $405,311 for the years ended December 31, 2023 and January 1, 2023, respectively and is included in general and administrative expenses on the statements of operations and member's equity (deficit).

NOTE 6 - LEASES

HHC owns 100% of the Tin Building and the Company leases its restaurant space under an operating lease with a 10-year initial term. HHC, as landlord, funded 100% of the development and construction of the restaurant space. The lease includes renewal options which can extend the lease term with two separate consecutive 5-year lease terms. The exercise of these renewal options is at the sole discretion of the Company, and only lease options that the Company believes are reasonably certain to exercise are included in the measurement of the lease assets and liabilities.

The lease agreement provides for minimum lease payments and does not include any material residual value guarantees or restrictive covenants.

The following summarizes the line items in the balance sheet which include amounts for operating leases as of December 31, 2023 and January 1, 2023:

	December 31, 2023	January 1 2023
Operating right-of-use assets	78,393,019	86,441,008
Short-term operating lease liability	8,259,748	8,047,989
Long-term operating lease liability	70,133,271	78,393,019
Total Operating Lease Liability	78,393,019	86,441,008

The components of operating lease costs are as follows for the years ended December 31, 2023 and January 1, 2023:

	December 31, 2023	January 1 2023
Operating lease costs		
Fixed rent costs	$ 10,200,000	$ 4,112,903
Variable lease costs	2,010,133	511,365
Total Operating Lease Costs	$ 12,210,133	$ 4,624,268

The following summarizes the cash flow information related to operating leases for the years ended December 31, 2023 and January 1, 2023:

	December 31, 2023	January 1 2023
Cash paid for amounts included in the measurement of lease liabilities:		
Operating Cash Flows from Operating Leases	$ 10,200,000	$ 4,112,903

Weighted average lease term and incremental borrowing rate as of December 31, 2023 were as follows:

Remaining lease term - operating	8.5
Discount rate - operating	2.60 %

The maturities of operating lease liabilities are as follows:

For the Years Ending December 31:		
2025	$	10,200,000
2026		10,200,000
2027		10,200,000
2028		10,200,000
2029		10,200,000
Thereafter		36,550,000
Total lease payments		87,550,000
Less: interest		(9,156,981)
Present Value of Lease Liability	$	78,393,019

NOTE 7 - CONCENTRATION OF CREDIT RISK

For the years ended December 31, 2023 and January 1, 2023, the Company maintained all cash balances with one financial institution. The Federal Deposit Insurance Corporation ("FDIC") insures certain accounts up to $250,000. At times, the Company's balances may exceed the FDIC insured limits.

The Company had two suppliers which accounted for approximately 34% and 28% of purchases for the years ended December 31, 2023 and January 1, 2023, respectively. At December 31, 2023 and January 1, 2023, the amounts due to these suppliers were approximately $246,000 and $229,000, respectively. Management believes that other suppliers could provide the merchandise on comparable terms.

NOTE 8 - COMMITMENTS AND CONTINGENCIES

Liabilities for loss contingencies arising from claims, assessments, litigation, fines and penalties, and other sources are recorded when it is probable that a liability has been incurred, and the amount of the liability can be reasonably estimated. The Company is subject to various legal and governmental proceedings involving routine litigation incidental to our business. Reserves have been established based on our best estimates of our potential liability in certain of these matters. These estimates have been developed in consultation with outside counsel.

During Fiscal 2023, legal proceedings were brought against the Company from two of the Company's outside vendors. The cases are currently pending, however, the Company has recorded an accrual in the amount of approximately $1,084,000 for potential legal damages, which is reflected in accrued expenses and other operating expenses. The Company does not believe the ultimate resolution of these matters will have a material impact on its consolidated financial position, results of operations or cash flows.

NOTE 9 - SUBSEQUENT EVENTS

The Company has evaluated subsequent events that have occurred through February 6, 2024, the date on which the financial statements were available for issuance and there have been no events which would have a material impact on these financial statements.

FULTON SEAFOOD MARKET, LLC

FINANCIAL STATEMENTS

FOR THE YEAR ENDED JANUARY 1, 2023

Independent Auditors' Report

The Members
Fulton Seafood Market, LLC:

Opinion

We have audited the financial statements of Fulton Seafood Market, LLC (the Company), which comprise the balance sheet as of January 1, 2023, and the related statements of operations and member's equity (deficit) and cash flows for the year then ended, and the related notes to the financial statements.

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of the Company as of January 1, 2023, and the results of its operations and its cash flows for the year then ended in accordance with U.S. generally accepted accounting principles.

Basis for Opinion

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS). Our responsibilities under those standards are further described in the Auditors' Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Company and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Substantial Doubt About the Entity's Ability to Continue as a Going Concern

The accompanying financial statements have been prepared assuming that the Company will continue as a going concern. As discussed in Note 3 to the financial statements, the Company has suffered losses from operations, negative cash flows from operations, and will continue to require funding in the form of contributions from the HHC member in order to fund its operations and meet obligations over the next twelve months. As such, the Company has stated that substantial doubt exists about the Company's ability to continue as a going concern. Management's evaluation of the events and conditions and management's plans regarding these matters are also described in Note 3. The financial statements do not include any adjustments that might result from the outcome of this uncertainty. Our opinion is not modified with respect to this matter.

Emphasis of Matter

As discussed in Note 2 to the financial statements, as of January 2, 2022, the Company adopted new accounting guidance Accounting Standards Update (ASU) No. 2016-02, Leases (Topic 842), as amended. Our opinion is not modified with respect to this matter.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with U.S. generally accepted accounting principles, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern for one year after the date that the financial statements are issued.

Auditors' Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control related matters that we identified during the audit.

/s/ KPMG LLP

Dallas, Texas
September 20, 2023

FULTON SEAFOOD MARKET, LLC

BALANCE SHEET

	January 1, 2023
ASSETS	
Current Assets	
Cash and cash equivalents	$ 1,947,694
Inventory, net	1,419,012
Due from related party	8,174
Prepaid expenses and other current assets	503,444
Total Current Assets	3,878,324
Property and Equipment, net	7,877,265
Operating right-of-use asset, net	86,441,008
Total Assets	$ 98,196,597
LIABILITIES AND MEMBERS' EQUITY	
Current Liabilities	
Accounts payable	$ 1,523,620
Accrued expenses	3,927,929
Short-term operating lease liability	8,047,989
Total Current Liabilities	13,499,538
Long-term Liabilities	
Long-term operating lease liability	78,393,019
Total Long-term Liabilities	78,393,019
Total Liabilities	91,892,557
Commitments and Contingencies	
Members' Equity	6,304,040
Total Liabilities and Members' Equity	$ 98,196,597

See accompanying notes to the financial statements.

FULTON SEAFOOD MARKET, LLC

STATEMENT OF OPERATIONS AND MEMBER'S EQUITY (DEFICIT)

	Year Ended January 1, 2023
Net sales	$ 8,214,348
Costs and expenses	
Restaurant and retail operating expenses	
Food and beverage costs	2,601,165
Retail expenses	1,665,891
Labor and related expenses	13,778,180
Rent and related expenses	4,562,987
Other operating expenses	7,300,959
Pre-opening costs	6,608,834
General and administrative expenses	8,463,922
Total Costs and Expenses	44,981,938
Net Loss	$ (36,767,590)
Members' Deficit, Beginning of Year	(45,429)
Members Contributions	43,117,059
Members' Equity, End of Year	$ 6,304,040

See accompanying notes to the financial statements.

FULTON SEAFOOD MARKET, LLC

STATEMENT OF CASH FLOWS

	Year Ended January 1, 2023
Cash Flows From Operating Activities	
Net loss	$ (36,767,590)
Adjustments to reconcile net loss to net cash used in operating activities:	
Depreciation and amortization	631,129
Changes in operating assets and liabilities:	
Inventory, net	(1,419,012)
Prepaid expenses and other current assets	(503,444)
Reduction in carrying amount of right of use asset	3,155,325
Accounts payable	1,523,408
Accrued expenses	3,882,712
Operating lease liabilities	(3,155,325)
Net Cash Used In Operating Activities	(32,652,797)
Cash Flows From Investing Activities	
Purchases of property and equipment	(8,508,394)
Net Cash Used In Investing Activities	$ (8,508,394)
Cash Flows From Financing Activities	
Advances to related party	(8,174)
Contributions from Members	43,117,059
Net Cash Provided By Financing Activities	43,108,885
Net Increase in Cash	1,947,694
Cash - Beginning	—
Cash - Ending	$ 1,947,694

See accompanying notes to the financial statements

FULTON SEAFOOD MARKET, LLC

NOTES TO FINANCIAL STATEMENTS

YEAR ENDED JANUARY 1, 2023

NOTE 1 - NATURE OF OPERATIONS

On July 22, 2015, HHC Seafood Market Member LLC (HHSM or the HHC member), a subsidiary of Howard Hughes Corporation (HHC), together with VS-Fulton Seafood LLC (VS Member), a wholly-owned subsidiary of JG Restaurant Holdco, LLC (JG), formed Fulton Seafood Market, LLC (the "Company"), through the Original Company LLC Agreement, for the purpose of operating a first-class "Jean Georges concept" food hall and market place, featuring various menus and atmosphere that will prepare and sell a variety of specialty goods, beverages, fresh seafood and other products. The Original Company LLC Agreement was superseded and replaced in its entirety by the Amended and Restated Operating Agreement dated as of January 8, 2018 and a Second Amended and Restated Operating Agreement was entered into as of August 11, 2022 (LLC Agreement).

Per Article 4 of the LLC Agreement, the HHC member shall contribute cash to the Company at such times and in such amounts as necessary in order to fund the operations of the Company. Under no circumstances shall the VS Member be required to make any Capital Contributions to the Company. As of January 1, 2023, the HHC member has contributed $43,117,059 to the Company.

In September 2022, the Company opened the food hall and market place in the Tin Building which is located in the historic South Street Seaport of New York, New York. The Tin Building is owned by South Street Seaport Limited Partnership, a subsidiary of HHC and the Company's operations are managed by Creative Culinary Management Company, LLC (CCMC), a wholly owned subsidiary of JG Restaurant Holdco, LLC.

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

BASIS OF PRESENTATION

The accompanying financial statements have been prepared in conformity with accounting principles generally accepted in the United States of America ("GAAP").

Fiscal Year

The Company utilizes a 52 or 53 week accounting period that ends on the Sunday closest to December 31. Fiscal year 2022 is comprised of a 52-week period.

ESTIMATES

The preparation of the financial statements in conformity with accounting principles generally accepted in the United States of America require management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenue and expenses during the reporting period. Actual results could differ from those estimates.

CASH AND CASH EQUIVALENTS

The Company considers highly liquid investments with maturities of three months or less as cash equivalents. Cash and cash equivalents also included $455,764 of amounts due from commercial credit card companies, such as Visa, MasterCard, Discover, and American Express, which are generally received within a few days of the related transactions. At times, the balances in the cash and cash equivalents accounts may exceed federal insured limits. The Federal Deposit Insurance Corporation insures eligible accounts up to $250,000 per depositor at each financial institution. The Company limits uninsured balances to only large, well-known financial institutions and believes that it is not exposed to significant credit risk on cash and cash equivalents.

INVENTORY

Inventories primarily consist of food, beverages retail products and related merchandise. Inventories are accounted for at lower of cost or net realizable value using the first-in, first-out (FIFO) method. Spoilage is expensed as incurred.

PROPERTY AND EQUIPMENT

Property and equipment is stated at cost. The cost of additions and betterments are capitalized and expenditures for repairs and maintenance are expensed in the period incurred. The Company capitalizes construction costs during construction of the restaurant and will begin to depreciate them once the restaurant begins operations. When items of property and equipment are sold or retired, the related costs and accumulated depreciation are removed from the accounts and any gain or loss is included in the statements of operations.

Depreciation and amortization of property and equipment is recorded utilizing the straight-line method over the estimated useful lives of the respective assets. The Company does not assign any salvage value to its assets

Leasehold improvements are amortized over the shorter of either the term of the lease or the useful life of the improvement utilizing the straight-line method.

LONG-LIVED ASSETS

The Company assesses the recoverability of long-lived assets, which consists of property and equipment, and right-of-use assets, whenever events or changes in circumstances indicate that the carrying value of the assets may not be recoverable. An impairment loss may be recognized when estimated undiscounted future cash flows expected to result from the use of the asset, including disposition, is less than the carrying value of the asset. The measurement of the impairment loss to be recognized is based on the difference between the fair value and the carrying amounts of the assets. Fair value is generally determined by estimates of discounted cash flows or value expected to be realized in third-party sale. No impairments have been recorded for period ended January 1, 2023.

INCOME TAXES

The Company is a limited liability company, which has elected to be taxed under the provisions of a partnership for income tax purposes. As such, the Company’s income or loss and credits are passed through to the members and reported on their individual income tax returns.

The Company recognizes and measures its unrecognized tax benefits in accordance with FASB ASC 740, Income Taxes. Under that guidance, management assesses the likelihood that tax positions will be sustained upon examination based on the facts, circumstances, and information available at the end of each period, including the technical merits of those positions. The measurement of unrecognized tax benefits is adjusted when new information is available or when an event occurs that requires a change. Tax positions taken related to the Company’s federal tax filing classification and state income taxes have been reviewed, and management is of the opinion that material positions taken by the Company would more likely than not be sustained by examination. Accordingly, the Company has not recorded an income tax liability for uncertain tax positions.

ADOPTION OF FASB ASC 842

Effective January 2, 2022, the Company adopted FASB Accounting Standards Codification (ASC) 842, Leases (ASC 842). The Company determines if an arrangement contains a lease at inception based on whether the Company has the right to control the asset during the contract period and other facts and circumstances. The Company elected the package of practical expedients permitted under the transition guidance within the new standard, which among other things, allowed it to carry forward the historical lease classification. The Company elected the short-term lease recognition exemption for all leases that qualify. Consequently, for those leases that qualify, the Company will not recognize right-of-use assets or lease liabilities on the balance sheet. The Company generally does not have access to the rate implicit in the lease, and therefore the Company utilizes a risk-free rate as the discount rate. At the time of adoption there were no leases; therefore, there was no impact on the Company's financial statements as a whole.

The lease entered into as of August 6, 2022 resulted in the recognition of right-of-use assets of $89,596,333 and operating lease liabilities of $89,596,333, which is the date the restaurant began operations. See Note 6.

REVENUE RECOGNITION

The Company recognizes revenue in accordance with Accounting Standards Update ("ASU") 2014-09, Revenue from Contracts with Customers (Topic 606), which requires an entity to allocate the transaction price received from customers to each separate and distinct performance obligation and recognize revenue as these performance obligations are satisfied. Revenue from restaurant sales is presented net of discounts and recognized when food and beverage are sold. Revenue from retail sales is presented net of discounts and recognized when retail products and related merchandise is sold. Sales tax collected from customers is excluded from restaurant and retail sales and the obligation is included in sales tax payable until the taxes are remitted to the appropriate taxing authorities.

The revenue from gift cards is included in unearned revenue when purchased by the customer and revenue is recognized when the gift cards are redeemed. Unearned revenues include liabilities established for the value of the gift cards when sold and are included in accrued expenses on the Company's balance sheet and were not material as of January 1, 2023. The revenue from gift cards were not material for the year ended January 1, 2023.

The following table sets forth the Company's nets sales disaggregated by sales channel:

Food	$	4,121,698
Alcohol		1,572,139
Retail		2,520,511
Total	$	8,214,348

ADVERTISING COSTS

Advertising costs, which are included in general and administrative expenses, are expensed as incurred. Advertising expenses for the year ended January 1, 2023, amounted to $1,955,245 and are included in general and administrative expenses on the statement of operations and member's equity (deficit).

PRE-OPENING COSTS

The Company follows ASC Topic 720-15, "Start-up Costs," which provides guidance on the financial reporting of start-up costs and organization costs. In accordance with this ASC Topic, costs of pre-opening activities and organization costs are expensed as incurred. Pre-opening costs include all expenses incurred by the restaurant prior to the restaurant's opening for business. These pre-opening costs include marketing, advertising, research and development on products, recipes and menus, costs to relocate and reimburse restaurant management staff members, costs to recruit and train hourly restaurant staff members, wages, travel, and lodging costs for the Company's training team and other support staff members. Pre-opening costs expensed for the year ended January 1, 2023 were $6,608,834.

PRESENTATION OF SALES TAXES

The Company collects sales tax from customers and remits the entire amount to the respective states. The Company's accounting policy is to exclude the tax collected and remitted from revenue and cost of sales. Sales tax payable amounted to $148,636 at January 1, 2023, and is presented in accrued expenses in the accompanying balance sheet.

NOTE 3 - LIQUIDITY AND GOING CONCERN

The Company had negative operating cash flows of $32,652,797 and net loss of $36,767,590. Whether, and when, the Company can attain profitability and positive cash flows from operations is uncertain. As such, the Company will continue to require funding in the form of contributions from the HHC member in order to fund its

operations and meet obligations over the next twelve months from the date these financials statements are available to be issued.

Based on its significant loss from operations and negative cash flows from operations for the fiscal year 2022, as well as, the future uncertainty, the Company has concluded that there is substantial doubt about the Company's ability to continue as a going concern for the next 12 months. However, the financial statements do not include any adjustments to the carrying amounts and classifications of assets, liabilities, and reported expenses that may be necessary if the Company were unable to continue as a going concern.

NOTE 4 - PROPERTY AND EQUIPMENT

Property and equipment is summarized as follows:

			Estimated Useful Lives
Leasehold Improvements	$	21,090	Lease term
Kitchen equipment and other		1,412,235	5 years
Computers and computer systems		4,225,285	3 - 5 years
Furniture and fixtures		2,722,974	5 years
Construction in Progress		126,810	
		8,508,394	
Less: Accumulated depreciation		(631,129)	
Property and Equipment, Net	$	7,877,265	

Depreciation and amortization expense related to property and equipment amounted to $631,129, for the year ended January 1, 2023 and included in general and administrative expenses on the statement of operations and members' equity (deficit).

NOTE 5 - RELATED PARTY TRANSACTIONS

In July 2020, the Company entered into a management agreement with CCMC to manage the location including the food and beverage operations. The agreement will terminate on the earlier of ten years from the effective date of the agreement or the date that the lease terminates. The management agreement stipulates a fixed fee of $150,000 per month as well as an annual fixed overhead management fee of $125,000 per year. Total management fees amounted to $850,805 for the year ended January 1, 2023 and is included in general and administrative expenses on the statement of operations and member's equity (deficit).

Future management fees under the management agreement consist of the following:

For the Years Ending January 1:		
2024	$	1,925,000
2025		1,925,000
2026		1,925,000
2027		1,925,000
2028		1,925,000
Thereafter		4,812,500
Total	$	14,437,500

Pursuant to the management agreement, CCMC is responsible for the day-to-day operations and accounting functions. Payroll expenses reimbursed to the related party amounted to $405,311 for the year ended January 1, 2023 and is included in general and administrative expenses on the statement of operations and member's equity (deficit).

NOTE 6 - LEASES

HHC owns 100% of the Tin Building and the Company leases its restaurant space under an operating lease with a 10 year initial term. HHC, as landlord, funded 100% of the development and construction of the restaurant space. The lease includes renewal options which can extend the lease term with two separate consecutive 5 year lease terms. The exercise of these renewal options is at the sole discretion of the Company, and only lease options that the Company believes are reasonably certain to exercise are included in the measurement of the lease assets and liabilities.

The lease agreement provides for minimum lease payments and does not include any material residual value guarantees or restrictive covenants.

The following summarizes the line items in the balance sheet which include amounts for operating leases as of January 1,2023:

Operating right-of-use assets	$	86,441,008
Short-term operating lease liability		8,047,989
Long-term operating lease liability		78,393,019
Total operating lease liability	$	86,441,008

The components of operating lease costs are as follows for the year ended January 1, 2023:

Operating lease costs		
Fixed rent costs	$	4,112,903
Variable lease costs		511,365
	$	4,624,268

The following summarizes the cash flow information related to operating leases for the year ended January 1, 2023:

Cash paid for amounts included in the measurement of lease liabilities:		
Operating cash flows from operating leases	$	4,112,903

Weighted average lease term and incremental borrowing rate as of January 1, 2023 were as follows:

Remaining lease term - operating	9.5
Discount rate - operating	2.60 %

The maturities of operating lease liabilities are as follows:

For the Years Ending January 1:		
2024	$	10,200,000
2025		10,200,000
2026		10,200,000
2027		10,200,000
2028		10,200,000
Thereafter		46,750,000
Total lease payments		97,750,000
Less: Interest		(11,308,992)
Present Value of Lease Liability	$	86,441,008

NOTE 7 - CONCENTRATION OF CREDIT RISK

For the year ended January 1, 2023, the Company maintained all cash balances with one financial institution. The Federal Deposit Insurance Corporation (“FDIC”) insures certain accounts up to $250,000. At times, the Company’s balances may exceed the FDIC insured limits.

The Company had two suppliers which accounted for approximately 28% of purchases for the year ended January 1, 2023. At January 1, 2023, the amounts due to these suppliers were approximately $229,000. Management believes that other suppliers could provide the merchandise on comparable terms.

NOTE 8 - COMMITMENTS AND CONTINGENCIES

Liabilities for loss contingencies arising from claims, assessments, litigation, fines and penalties, and other sources are recorded when it is probable that a liability has been incurred, and the amount of the liability can be reasonably estimated. The Company is subject to various legal and governmental proceedings involving routine litigation incidental to our business. Reserves have been established based on our best estimates of our potential liability in certain of these matters. These estimates have been developed in consultation with outside counsel. Certain legal proceedings are pending against the Company as of January 1, 2023. The Company does not believe the ultimate resolution of these matters will have a material impact on its consolidated financial position, results of operations or cash flows.

NOTE 9 - SUBSEQUENT EVENTS

The Company has evaluated subsequent events that have occurred through September 20, 2023, the date on which the financial statements were available for issuance and there have been no events which would have a material impact on these financial statements.