SUPPLEMENTAL AGREEMENT

THIS SUPPLEMENTAL AGREEMENT (this "**Supplemental Agreement**") is made and entered into effective as of the ___ day of _____, 2015 by and between the **SIXTH DISTRICT AGRICULTURAL ASSOCIATION,** an institution of the State of California ("**District**") and **LAFC SPORTS, LLC**, a Delaware limited liability company ("**LAFC**"). District and LAFC are sometimes collectively referred to herein as the "**Parties**" and each a "**Party**."

Preliminary Statements

A. District and LAFC have agreed to enter into a certain Operation and Easement Agreement (the "**OEA**") in the form attached hereon on **Exhibit A**. All of the recitals to the OEA are hereby incorporated herein by this reference. Capitalized terms used herein that are defined in the OEA shall have the same meaning herein as are ascribed to such terms in the OEA unless otherwise defined herein or the context dictates otherwise.

B. District and LAFC have now agreed to enter into this Supplemental Agreement to amend, supplement and clarify the OEA with certain economic and operational terms, conditions and provisions related to the OEA and the relative rights and obligations of the Parties thereunder.

NOW, THEREFORE, in consideration of the foregoing recitals, the terms of which are hereby incorporated herein by this reference, the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Temporary Construction Parking.** In consideration of the temporary construction parking easement and rights granted in Section 2.2(b) of the OEA to provide parking for contractors performing work on the LAFC Parcel (and not for construction staging or use by heavy construction equipment), LAFC has agreed to provide District with the annual Staff Contribution (as hereinafter defined) and to perform certain restorative work to Parking Lot 6 pursuant to the terms of this Section 1 below. The Parties acknowledge and agree that on those days when LAFC construction activities are being performed on the LAFC Parcel and the foregoing temporary parking easement is in use by LAFC and its Permittees (which will generally be Monday through Saturday, 6:00 am through 7:00 pm, excluding Coliseum Parking Event Days, following the date possession of the LAFC Parcel is delivered to LAFC by USC), to the extent District determines that a parking attendant will be reasonably required to staff Parking Lot 6 or such other applicable parking lot on the District Parcel that is available for LAFC's use pursuant to Section 2.2(b) of the OEA, then District may (but will not be obligated to) assign its New Staff Member or the Operator (as defined in the LAFC NDA) of the District Parking Areas to staff such parking lot with a parking lot attendant to allow LAFC's Permittees entry into the parking lot and to otherwise monitor the use of such parking lot by LAFC's Permittees. During such time as the temporary construction parking easement is in effect, LAFC shall (i) clean, repair or restore any damage to the District Parking Areas caused by its Permittees use of the Parking Lot 6 (or such other applicable parking lots on the District Parcel, as the case may be), if any; (ii) maintain the construction period insurance required under the LAFC Lease; and (iii) Indemnify District against all Claims arising out of or in connection with LAFC's use of such temporary construction parking easement. Clause (i) above is not intended to limit or modify District's maintenance obligations under the USC NDA. In addition to the foregoing terms of this Section 1, LAFC agrees that within six (6) months following completion of construction of the Improvements on the LAFC Parcel, LAFC shall, at its sole cost and expense, resurface and restripe Parking Lot 6 to cosmetically refresh the overall appearance of Parking Lot 6, and the Parties shall cooperate with each other with respect to the scheduling of such work, which will be performed in accordance with the terms of the general construction requirements provided in the OEA.

2. **Daily Parking.** In connection with the daily parking easement granted to LAFC pursuant to Section 2.2(a) of the OEA, the Parties agree as follows: (i) the first fifty (50) spaces used by LAFC or its Permittees on any day shall be provided in consideration of the Staffing Contribution; (ii) in addition to clause (i), LAFC staff members shall have access to the use of the Daily Parking Area at a rate equal to eighty percent (80%) of the daily museum parking rate charged in Exposition Park per space; (iii) if on any day when the Improvements on the LAFC Parcel are open for business to the public (an "**LAFC Open Day**"), if the Daily Parking Area is not proximate to the LAFC Parcel, LAFC shall have the right (but not the obligation) at its sole cost and expense, to provide a bus or other shuttle service to and from the LAFC Parcel and the applicable Daily Parking Area for its Permittees, including Stadium patrons and guests; (iv) on any LAFC Open Day, LAFC will have the right (but not the obligation) to buy up to three hundred fifty (350) parking spaces from District on a daily basis at the then current museum rate charged in Exposition Park by giving the Park Manager written notice thereof at least three (3) business days in advance of the proposed date of purchase, in which event, (A) LAFC shall have the right to resell such parking spaces to its Permittees, including Stadium patrons and guests at a rate determined by LAFC in its sole discretion (regardless of whether bundled with the cost of admission to any LAFC event) and to receive and retain all revenue related thereto, and (B) receive parking passes to provide to its purchasers of such daily parking spaces which the District and any of its staff or contracted parking attendants will accept for entry into the Daily Parking Area; and (v) if LAFC does not buy parking spaces on any LAFC Open Day, then subject to clause (i) above, the District can charge its standard daily parking rate to LAFC Permittees (after the initial 50 spaces are utilized) and keep all of the revenue collected with respect to such spaces.

3. **Community Festivals**. District has established a set of guidelines for community festivals in Exposition Park which, subject to scheduling with the Park Manager, allows up to ten (10) community festivals each year as long as they satisfy certain criteria established by District with respect to community festivals in Exposition Park (the "**Community Festival Criteria**"). Provided that the community festivals proposed by LAFC satisfy the Community Festival Criteria applicable thereto, then District agrees that LAFC will have the right to host two (2) community festivals in Parking Lot 6 (the "**LAFC Festivals**"), subject to the terms of the Section 2.2(e), upon the following terms and conditions: (i) each LAFC Festival may not exceed two (2) days (not counting any reasonable set-up, close-down and/or clean-up time); (ii) the LAFC Festivals shall be subject to the reasonable scheduling requirements of the Park Manager and LAFC shall provide the Park Manager with as much advance notice of the date or dates proposed for its proposed festivals as possible; (iii) LAFC shall be required to obtain all applicable permits and approvals required by Governmental Regulations for the operation of such LAFC Festival; (iv) the use of Parking Lot 6 for the LAFC Festivals will be without imposition of any usage charge by District, however, LAFC shall be solely responsible and liable for all costs and expenses relating to the set-up, operation and clean-up of the LAFC Festival and LAFC's compliance with the terms of this Section 3; (v) LAFC shall have the right to install temporary signs on the District Parcel related to the LAFC Festivals, including the use of the banner signs permitted under the Agreements (as hereinafter defined) subject to Park Manager's prior approval, which shall not be unreasonably withheld, conditioned or delayed; (vi) LAFC shall remove all trash and debris from, and clean, repair or restore any damage to, Parking Lot 6 or any other affected areas arising out of each LAFC Festival and the operation thereof so that Parking Lot 6 is returned to District in substantially the same condition that existed prior to the LAFC Festival; (vii) LAFC shall provide or cause to be provided evidence of liability insurance satisfying the customary requirements imposed by Park Manager on behalf of District with respect to comparable events held in Exposition Park by District or other Exposition Park entities which may be satisfied by LAFC's insurance maintained under the LAFC Lease; and (viii) LAFC will Indemnify District against all Claims arising out of or in connection with each LAFC Festival, including any Work performed in connection therewith. As used herein, the term "**Agreements**" shall mean collectively, the OEA and this Supplemental Agreement.

4. **Signage**.

(a) The Parties acknowledge and agree that (i) the existing billboard sign located in Parking Lot 6 along Martin Luther King Jr. Boulevard will continue to be operated and controlled by the District, with all revenue therefrom retained by the District, and in no event will such existing billboard sign be included in the LAFC Off-Site Signs under the Agreements; and (ii) LAFC shall retain all revenue from the LAFC Off-Site Signs, except with respect to the LAFC Off-Site Sign that LAFC intends to initially construct and operate on Parking Lot 6 at the northwest corner of the intersection of Figueroa Street and Martin Luther King Jr. Boulevard (the "**Lot 6 Corner Sign**").

(b) The Parties hereby acknowledge and agree to the following terms, conditions and provisions related to the Lot 6 Corner Sign:

(i) Subject to the terms of this Section 4(b), if LAFC constructs the Lot 6 Corner Sign, then commencing on the date immediately following the third (3rd) annual anniversary of the date the Stadium on the LAFC Parcel first opens for business (the "**L6CS Commencement Date**"), LAFC will pay District an amount (the "**District Share**") equal to twenty-five percent (25%) of the gross revenues received and collected by LAFC from the Lot 6 Corner Sign, excluding any naming rights consideration that includes the use of the Lot 6 Corner Sign by LAFC's naming rights partner; provided, however, in no event shall the District Share (A) be less than Two Hundred Fifty Thousand Dollars ($250,000) in any Sign Year (as hereinafter defined), or (B) exceed One Million Dollars ($1,000,000) in any Sign Year (the "**Cap**"). As used herein, a "**Sign Year**" shall mean each twelve (12) full calendar month period following the L6CS Commencement Date.

(ii) The Cap shall be subject to adjustment following the end of each five (5) Sign Year interval following the L6CS Commencement Date based on the percentage change in the CPI (as hereinafter defined) between the CPI for the applicable adjustment date and the CPI in effect as of the L6CS Commencement Date. As used herein, "**CPI**"**{** XE "CPI" **}** means the United States Department of Labor, Bureau of Labor Statistics "Consumer Price Index" for Urban Wage Earners and Clerical Workers (CPI-W), All Items published for Los Angeles–Riverside–Orange County, CA, with a base of 1982-1984 = 100. If the CPI ceases to be published, with no successor index, then the parties shall reasonably agree upon a reasonable substitute index. The CPI for any adjustment date means the CPI last published before the calendar month that includes such date.

(iii) LAFC shall pay the District Share to District on an annual basis within sixty (60) days following the end of each Sign Year, which payment shall contain reasonable supporting information regarding gross revenues for the applicable Sign Year. In no event shall District's Share be charged with any initial construction costs or any ongoing maintenance, repair or replacement costs related to the Lot 6 Corner Sign. The foregoing right shall remain in effect for so long as the LAFC Lease remains in effect, LAFC continues to occupy the LAFC Parcel and the Lot 6 Corner Sign exists. Subject to applicable legislative appropriations approval, District agrees that all of the District Share shall be deposited into the Exposition Park Improvement Fund (as established by California Food and Agricultural Code §4106(b)) and will be reinvested by District in the southern portion of Exposition Park, including Parking Lots 4, 5 and 6, and the edges of Exposition Park along Figueroa Street and Martin Luther King Jr. Boulevard adjacent to the LAFC Parcel to keep such areas in an attractive, well-maintained condition consistent with the redevelopment and operation of the LAFC Parcel, including new entrance portals, way-

finding improvements, maintenance of the parking lots (including any future replacements thereof), landscaping of the foregoing edges and appropriate fencing and lighting related thereto.

(iv) Anything to the contrary notwithstanding, District acknowledges that LAFC will have the exclusive right to elect to construct (and to commence construction of) the Lot 6 Corner Sign at any time prior to December 31, 2018. Thereafter, LAFC will have a non-exclusive right to construct the Lot 6 Corner Sign, subject to District's concurrent right to elect to construct the Lot 6 Corner Sign. If District elects to and commences to construct the Lot 6 Corner Sign before LAFC, then except as the Parties may otherwise agree in writing, (A) LAFC will have no obligation to pay District any amounts for or with respect to the construction, maintenance, repair, replacement or operation of the Lot 6 Corner Sign, (B) District will have the right to retain all revenue generated from the Lot 6 Corner Sign, and (C) District agrees that LAFC will have a right of first offer with respect to a prominent position on the Lot 6 Corner Sign to identify the Stadium (and/or LAFC's naming rights partner), subject to payment to District of the rate charged by District to other Exposition Park entities.

(v) If LAFC constructs and operates the Lot 6 Corner Sign as contemplated herein and, after a three (3) year period following the LAFC Open Day, LAFC determines that it is economically unfeasible to continue to operate the Lot 6 Corner Sign as a result of the amount of the District Share required to paid hereunder, then LAFC may, at its option, elect to remove the Lot 6 Corner Sign by giving District written notice thereof. Upon District's receipt of LAFC's removal election notice, District may elect to:

(A) notify LAFC in writing within one hundred eighty (180) days after District's receipt of LAFC's removal election notice that District will agree to take-over the operation and maintenance obligations of the Lot 6 Corner Sign at the end of said 180-day period, in which event (1) LAFC will not remove the Lot 6 Corner Sign and will assign to District, or terminate (at District's election), all contracts related to the Lot 6 Corner Sign, provided, that LAFC may only be required to terminate contracts that are terminable without payment unless District agrees to pay any applicable termination fee, and (3) the terms of Section 4(b)(iv)(B) and (C) above will apply; or

(B) meet and confer with LAFC to reduce the District Share to a mutually agreeable amount that will allow LAFC to continue to operate the Lot 6 Corner Sign on a profitable basis.

If District does not agree to take-over the Lot 6 Corner Sign pursuant to the option in clause (A) above, or if District elects to reduce the District Share but the Parties are unable to agree on the amount of such reduction within ninety (90) days after LAFC's receipt of District election pursuant to clause (B) above, but not later than one hundred eighty (180) days after the date of LAFC's removal election notice, then LAFC shall have the right at any time thereafter to remove the Lot 6 Corner Sign.

(c) Without limiting or modifying the terms of Section 2.4(c) of the OEA, prior to the Redevelopment Completion Date, LAFC and Park Manager shall meet and confer, together with other interested Exposition Park entities, to endeavor to jointly establish a temporary banner sign policy for purposes of effectuating the terms of Section 2.4(c) of the OEA and LAFC's use of temporary banner signs on LAFC Event days, as well as the coordination of the use of temporary banner signs in Exposition Park by other Exposition Park entities, including USC and the museum stakeholders. Any proposed new installation of poles on the District Parcel shall be subject to the approval of the District (and DGS) in accordance with the general process established for the review of plans in Section 2.3(i) of the OEA. The

use of poles on the District Parcel for such temporary banner signs shall be at no additional consideration to LAFC, except that LAFC shall be solely responsible for the installation and removal of its temporary banner signs consistent with any banner sign policy established by the District and/or the reasonable requirements of the Park Manager. LAFC shall be responsible for any damage caused to any poles or any other affected areas of the District Parcel resulting from its exercise of the rights set forth in the Agreements related to LAFC banner signs.

5. **Permanent Staff**. In consideration of certain agreements of the District contained in the Agreements and to offset certain additional costs, expenses and obligations that District may suffer or incur resulting from the substantial anticipated increase in utilization of the District Parcel as a result of the Stadium Project (as defined in the LAFC Lease), LAFC has agreed to contribute an amount (the "**Staffing Contribution**") to District to offset costs incurred by the District in hiring a new permanent staff member for the Office of the Park Manager (the "**New Staff Member**"). The Staffing Contribution will be an amount equal to Seventy Eight Thousand Seven Hundred Fifty Dollars ($78,750) annually (based on 75% of the anticipated first year annual compensation for the New Staff Member (the "**Contribution Percentage**"), which shall be payable in monthly installments of $6,562.50 commencing on the 1st day of the calendar month following the date all of the LAFC Lease Documents have been approved by all applicable Governmental Authorities and executed by all applicable parties thereto, including LAFC, USC, District and Commission, as applicable, and thereafter each monthly installment shall be paid on or before the 1st day of each calendar month for so long as (i) the LAFC Lease remains in effect, and (ii) LAFC is occupying any portion of the LAFC Parcel. The District further acknowledges that while the New Staff Member will not be dedicated to the LAFC Parcel uses under the Agreements, based on the justification for such new hire being the LAFC generated anticipated increase in utilization of portions of the District Parcel, such New Staff Member will be directed to attend to LAFC uses and issues, including LAFC Events (as defined in the LAFC NDA) under the Agreements and LAFC NDA on a streamlined, expedited, first priority response basis to the greatest extent possible within the parameters of such New Staff Member's employment. LAFC acknowledges that as compensation for the New Staff Member increases over time as a result of collective bargaining, that the Contribution Percentage will decrease proportionately if the Staffing Contribution is not adjusted. Based on the foregoing, as the District becomes aware of any annual compensation increase contemplated for the New Staff Member, District will deliver written notice thereof to LAFC, which notice shall contain a reasonably detailed description of the nature and extent of the contemplated increase. Thereafter District and LAFC will meet and confer to discuss an adjustment to the annual Staffing Contribution hereunder. If the Parties are unable to reach an agreement on an increase to the amount of the Staffing Contribution, then LAFC acknowledges that the level of service provided by the New Staff Member with respect to LAFC uses and issues may then decrease to the then existing Contribution Percentage based on the then payable Staffing Contribution and the new annual compensation for the New Staff Member.

6. **Assessments**. LAFC acknowledges that the LAFC Parcel is included in the Figueroa Corridor BID (the "**FC Bid**") and that the LAFC Parcel shall be subject to imposition of assessments resulting therefrom on the same basis that such assessments are assessed and imposed against all other property located in the FC Bid, which assessments shall be billed to LAFC as part of the general real estate tax bills issued for the LAFC Parcel. At any time that the LAFC Parcel is not separately assessed from the Coliseum Property, District agrees to cooperate with LAFC to provide USC and LAFC with the basis for allocating the FC Bid assessment against the Coliseum Property and the LAFC Parcel. Without limiting or modifying LAFC's obligations and liabilities under the Agreements, the Parties acknowledge and agree that, except as expressly provided in the Agreement or the LAFC NDA, no further fee, charge, tax, assessment, imposition, levy, cost or expense of any kind or nature whatsoever will be imposed against or charged to LAFC with respect to the LAFC Parcel or any of the easements and rights granted to LAFC under the Agreements.

7. **Default**. The terms of Article 7 of the OEA shall apply as fully to defaults under this Agreement as if such provisions were set forth herein in their entirety herein.

8. **Binding Effect and Covenants**. This Supplemental Agreement shall inure to the benefit of and be binding upon each Party, its successors and assigns. For clarity, District is also known as the California Science Center pursuant to §4101 of the California Food and Agricultural Code.

9. **Notices**. All notices or other communications required or permitted hereunder shall be in writing, and shall be sent by a national overnight courier service to the addresses of the Parties and additional notice parties, as applicable, set forth below. All such notices or other communications shall be deemed received on the date of delivery to the address of the party to receive such notice so long as such day is not a Saturday, Sunday, or a District or Federal holiday, in which case such notice shall be effective on the following business day.

To District:

Department of General Services
Real Estate Services Division - Sold
707 Third Street, Fifth Floor
P.O. Box 989052
West Sacramento, CA 95798-9052
(916) 375-4025

Office of the Exposition Park Manager
700 Exposition Park Drive
Los Angeles, CA 90037
(213) 744-7458

Natural Resources Agency
1416 Ninth Street, Suite 1311
Sacramento, CA 95814
Attn: Secretary, Natural Resources Agency
(916) 653-5656

To LAFC:

LAFC Sports, LLC
4751 Wilshire Boulevard, Suite 333
Los Angeles, CA 90010
Attention: EVP Legal and Business Affairs

with copies to:

Seyfarth Shaw LLP
131 South Dearborn Street, Suite 2400
Chicago, IL 60603
Attention: Gregg M. Dorman, Esq.
Email: gdorman@seyfarth.com

Major League Soccer, L.L.C.
420 Fifth Avenue, 7th Floor
New York, NY 10018
Attention: Deputy Commissioner
Email: mark.abbott@MLSsoccer.com

and

Proskauer Rose LLP
Eleven Times Square
New York, NY 10036
Attention: Jon H. Oram, Esq.
Email: JOram@proskauer.com

The address to which notices must be given pursuant to this Supplemental Agreement to any Party or notice party may be changed by written notice given by the subject Party to the other Parties as provided in this Section 9. The Parties acknowledge that email addresses and telephone or fax numbers are provided herein for convenience of the Parties only and shall not be deemed to modify the terms of this Supplemental Agreement related to the manner in which any notice or other written communication is to be provided hereunder, except as otherwise expressly provided in this Agreement.

10. **Waiver**. The failure of a Party to insist upon strict performance of any of the terms, covenants, conditions or agreements contained herein shall not be deemed a waiver of any rights or remedies that said Party may have, and shall not be deemed a waiver of any subsequent breach or default in the performance of any of the covenants, conditions and restrictions contained herein by the same or any other Party.

11. **Partial Invalidity**. If any term or provision of this Supplemental Agreement or the application hereof to any Party or circumstance shall to any extent be invalid or unenforceable, then the remainder of this Supplemental Agreement and the application of such term or provision to the other Party or circumstances shall be unaffected thereby, and each term and provision of this Supplemental Agreement shall be valid and enforceable to the fullest extent permitted by law.

12. **No Partnership**. The provisions of this Supplemental Agreement are not intended to create, nor shall they in any way be interpreted or construed to create, a joint venture, partnership or any other similar relationship between the Parties. Each Party shall be considered a separate Party and no Party shall have the right to act as agent for another, unless expressly authorized to do so herein or by separate written instrument signed by the party to be charged.

13. **Amendment; Termination**. This Supplemental Agreement may not be modified or terminated except by a written instrument duly executed and acknowledged by the Parties.

14. **Time of Essence; Force Majeure**. Time is of the essence with respect to the performance of each obligation of this Supplemental Agreement. Whenever performance is required by any Party hereunder, such Party shall use all due diligence to perform and take all necessary measures in good faith to perform; provided, however, that if completion of performance shall be delayed at any time by reason of acts of God, war, civil commotion, riots, strikes, picketing or other labor disputes, unavailability of labor or materials, damage to work in progress by reason of fire or other casualty, or any other cause beyond the reasonable control of such Party, then the time for performance as herein specified shall be extended by the amount of the delay actually so caused. Notwithstanding the foregoing, the provisions of this section shall not operate to excuse any Party from the prompt payment of any monies required by this Supplemental Agreement to be paid.

15. **Estoppel Certificate**. Each Party agrees that it will issue within thirty (30) days after receipt of written request from the other Party (and, in the case of LAFC, from MLS), or its Lienholder or prospective Lienholder or successor, an estoppel certificate stating to the best of the issuer's knowledge as of such date: (i) whether it knows of any default under this Supplemental Agreement by the requesting

Party, and if there are known defaults, specifying the nature thereof in reasonable detail; (ii) whether this Supplemental Agreement has been assigned, modified or amended in any way by it and if so, then stating the nature thereof in reasonable detail; and (iii) whether this Supplemental Agreement is in full force and effect. The parties acknowledge that such certificates may be relied upon by the requesting party, including transferees, Lienholders and leaseback lessors.

16. **Attorneys' Fees**. In the event any Party initiates or defends any legal action or proceeding to enforce or interpret any of the terms of this Supplemental Agreement, the prevailing Party or Parties in any such action or proceeding shall be entitled to recover from the non-prevailing Party in any such action or proceeding its reasonable costs and attorneys' fees (including its reasonable costs and attorneys' fees on any appeal). All such costs and attorneys' fees shall be deemed to have accrued on commencement of any legal action or proceeding and shall be enforceable whether or not such legal action or proceeding is prosecuted to judgment.

17. **Bankruptcy Integration**. District acknowledges that as a result of the integrated nature of the LAFC Lease Documents, including this Supplemental Agreement and LAFC Rights with certain of the Master Agreements (as defined in the LAFC NDA), and notwithstanding that such agreements are contained in separate documents, the intention is for the LAFC Lease Documents, this Supplemental Agreement and LAFC Lease Rights and the applicable Master Agreements related thereto to be one integrated and indivisible contractual arrangement for purposes of Bankruptcy Law (as defined in the LAFC Lease). District acknowledges and agrees that it will not contest or challenge the enforceability or applicability of the bankruptcy integration provision in any of the LAFC Lease Documents, including this Section 17 so that LAFC has the necessary assurances required with respect to the LAFC Lease and its substantial investment in the Land, including the assurance that in any bankruptcy proceeding (A) of LAFC's then current landlord, if such landlord is then also a tenant under a lease with respect to the Land, such current landlord will not have the right to accept its lease and reject the LAFC Lease, but rather may only accept both or reject both, and (B) an acceptance of some but not all of the LAFC Lease Documents will not be allowed so that any Party to this Supplemental Agreement that is the debtor in any bankruptcy proceeding may not accept the LAFC Lease but reject any of the other LAFC Lease Documents, including this Supplemental Agreement, it being expressly understood and agree that the intention of the Parties is that the LAFC NDA, the Tri-Party Agreement, the OEA and this Supplemental Agreement may not be rejected by any Party hereto so that the LAFC Lease remains in effect without the benefit of such LAFC Lease Documents and this Supplemental Agreement. In addition, the Parties further agree that to the extent any bankruptcy court determines that any of the foregoing documents or rights are not integrated despite the intention of the Parties in the LAFC Lease Documents and/or the LAFC Lease Documents or any of them are rejected, then LAFC shall in any event retain its possessory rights under Section 365(h)(i)(A)(ii), if any, with respect to the Land upon the same terms, conditions and provisions as contained in the LAFC Lease Documents, including with the benefit of all LAFC Lease Rights.

18. **Governing Law**. This Supplemental Agreement shall be governed by, enforced and construed in accordance with the laws of the State of California.

19. **Captions**. The captions and headings in this Supplemental Agreement are for reference only and shall not be deemed to define or limit the scope or intent of any of the terms, covenants, conditions or agreements contained herein.

20. **Recording**. This Supplemental Agreement will not be recorded by either Party.

21. **Authority**. Each Party hereby represents and warrants to each other Party that (i) all authorizations or actions required to authorize the execution, delivery and performance of this Agreement by such Party have been taken or obtained, (ii) the persons executing and delivering this Supplemental

Agreement on such Party's behalf are duly authorized and empowered to do so, (iii) this Supplemental Agreement is the legal, valid and binding obligation of such Party, enforceable against such Party in accordance with its terms, and (iv) there is no other person or entity that has any interest in such Party, or its Parcel whose consent is required to render any of the terms of this Supplemental Agreement effective or binding upon such Party.

[remainder of page left intentionally blank; signature pages to follow]

IN WITNESS WHEREOF, the Parties hereto have caused this Supplemental Agreement to be executed as of the day and year first above written.

District: **SIXTH DISTRICT AGRICULTURAL ASSOCIATION**,
an Institution of the State of California,

By:_____
Name:_____
Title:_____

CALIFORNIA NATURAL RESOURCES AGENCY,
an agency of the State of California

By:_____
Name:_____
Title:_____

DEPARTMENT OF GENERAL SERVICES,
a department of the State of California

By:_____
Name:_____
Title:_____

APPROVED AS TO FORM:

Department of General Services,
Office of Legal Services

By:_____
Name:_____
Title:_____

LAFC: **LAFC SPORTS, LLC**,
a Delaware limited liability company

By:_____
Name:_____
Title:_____

EXHIBIT A

<u>OEA</u>

[See the following forty-nine (49) pages]

INSTRUMENT PREPARED BY AND
AFTER RECORDING RETURN TO:

Seyfarth Shaw, LLP
131 South Dearborn Street
Suite 2400
Chicago, IL 60603
Attention: Gregg M. Dorman

Above space reserved for Official Records, Los Angeles County Recorder

OPERATION AND EASEMENT AGREEMENT

between

SIXTH DISTRICT AGRICULTURAL ASSOCIATION

and

LAFC SPORTS, LLC

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EXHIBIT A – Site Plan

EXHIBIT B – Legal Description of District Parcel

EXHIBIT C – Legal Description of Land (a/k/a LAFC Parcel)

EXHIBIT D – Depiction of District Parking Areas

EXHIBIT E – Depiction of Temporary Construction Access Easement

EXHIBIT F – Depiction of Temporary Construction Parking Easement

EXHIBIT G – Depiction of LAFC Off-Site Signs

OPERATION AND EASEMENT AGREEMENT

THIS OPERATION AND EASEMENT AGREEMENT (this "**OEA**") is made and entered into effective as of the ___ day of _____, 2015 by and between the **SIXTH DISTRICT AGRICULTURAL ASSOCIATION**, an institution of the State of California ("**District**") and **LAFC SPORTS, LLC**, a Delaware limited liability company ("**LAFC**"). District and LAFC are sometimes collectively referred to herein as the "**Parties**" and each a "**Party**." For clarity, District and State may be used interchangeably in this OEA and no legal significance will be implied from the use of either term to the exclusion of the other.

Preliminary Statements

A. State and District own the fee interest in that certain real property located in the City of Los Angeles, County of Los Angeles, State of California commonly known as "Exposition Park" which is generally bounded on the north by Exposition Boulevard, on the east by Figueroa Street, on the south by Martin Luther King Jr. Boulevard and on the west by Vermont Avenue (the "**Total District Parcel**") approximately as shown on the site plan attached hereto on **Exhibit A** (the "**Site Plan**"). As used in this OEA, the term "**District Parcel**" shall mean the Total District Parcel excluding (i) the LAFC Parcel (as hereinafter defined) which shall be the benefitted parcel with respect to all of the easements, rights and uses of the District Parcel granted to LAFC under this OEA, and (ii) the Coliseum Property (as hereinafter defined), which property will not be subject to or burdened by, or otherwise benefit from, any of the terms of this OEA. The District Parcel is more particularly described on **Exhibit B** attached hereto and approximately as shown on the Site Plan.

B. Portions of the District Parcel are currently improved with certain stadium facilities commonly known as (i) the Los Angeles Memorial Coliseum ("**Coliseum**") approximately as shown on the Site Plan (the land on which the Coliseum is situated, together with all improvements now or hereafter located thereon, is collectively referred to herein as the "**Coliseum Property**"), and (ii) the Los Angeles Memorial Sports Arena ("**Sports Arena**"), located on the land described on **Exhibit C** attached hereto (the "**Land**" which, together with all improvements located thereon as of the date hereof, is sometimes collectively referred to herein as the "**Sports Arena Property**") and approximately as shown on the Site Plan. The Sports Arena Property, together with the Coliseum Property is sometimes collectively referred to herein as the "**Master Premises**". The Land contains approximately 15 acres of land consisting of the project site identified in the Addendum (as hereinafter defined) to the Final EIR (as hereinafter defined).

C. District previously leased the Master Premises to the Los Angeles Memorial Coliseum Commission, a joint powers authority entity created by agreement among public agencies pursuant to Title 1, Division 7, Chapter 5 (Section 6500 et seq.) of the California Government Code ("**Commission**") pursuant to certain ground leases more particularly defined in the LAFC Lease (as hereinafter defined) (as amended as of the date of this OEA, collectively, the "**Commission Ground Leases**").

D. Commission previously subleased the Master Premises to University of Southern California, a California nonprofit public benefit corporation ("**USC**") pursuant to that certain Second Amendment to Lease and Agreement dated as of July 29, 2013 (as amended as of the date of this OEA, or subsequently replaced pursuant to the USC NDA or the Sports Arena Option Agreement, the "**USC Lease**"), which amended a prior lease agreement whereby USC subleased only the Coliseum Property from Commission. District and USC subsequently entered into that certain (i) Non-Disturbance Agreement dated as of September 4, 2013 (as amended as of the date of this OEA, the "**USC NDA**") to provide USC with certain assurances if the interest of Commission in the Land terminated prior to the expiration of the USC Lease, and (ii) Lease Option Agreement (Sports Arena Property) dated as of September 4, 2013 and evidenced by that certain Memorandum of Lease Option Agreement recorded on

September 24, 2013 as Document No. 20131384077 in the Official Records of the Recorder's Office, Los Angeles County, California ("**Official Records**") (as amended as of the date of this OEA, collectively, the "**Sports Arena Option Agreement**"). The USC Lease, together with the Sports Arena Ground Lease (as defined in the LAFC Lease) are sometimes collectively referred to herein as the "**Master Leases**", and each a "**Master Lease**." The USC Lease, together with the Sports Arena Agreements (as defined in the LAFC Lease) are sometimes collectively referred to herein as the "**Master Agreements**," and each a "**Master Agreement**."

E. USC has now sub-subleased the Sports Arena Property to LAFC pursuant to that certain Ground Lease dated as of _____, 2015 (the "**LAFC Lease**"). Pursuant to the LAFC Lease, LAFC intends to demolish the Sports Arena and related existing improvements on the Land and to initially construct a soccer stadium and other ancillary improvements in accordance with the EIR (as hereinafter defined). As used herein, the term "**EIR**" shall mean and refer to the Final Environmental Impact Report for the Redevelopment of the Los Angeles Memorial Sports Arena dated January 21, 2011 (the "**Final EIR**") and certified by the Commission on February 2, 2011, including modifications to the Final EIR contained in that certain Addendum to the Final EIR (the "**Addendum**") which was analyzed and approved by Commission on September 17, 2015. As used herein, the terms (i) "**Project**" shall mean the Stadium Project as described and defined in the LAFC Lease, including the Modified Project described in the Addendum, and (ii) "**LAFC Parcel**" shall mean and refer to the Premises (as that term is defined in the LAFC Lease), consisting of the Land, together with all Improvements (as hereinafter defined) approximately as identified on the Site Plan as the "Sports Arena Property/Premises." The LAFC Lease contains certain conditions that must be satisfied prior to USC's delivery of possession of the Sports Arena Property to LAFC.

F. To satisfy certain of the LAFC Lease conditions, LAFC has requested that concurrently herewith (i) District and Commission enter into a certain Non-Disturbance Agreement with LAFC (the "**LAFC NDA**") to provide certain assurances regarding the LAFC Lease, the LAFC Lease Documents and LAFC Lease Rights (as defined in the LAFC NDA), including that LAFC's possession, use and enjoyment of the LAFC Parcel pursuant to the LAFC Lease will not be disturbed as a result of a termination of any of the Master Leases, as well as other assurances and agreements, and (ii) District and USC enter into a certain Tri-Party Agreement (the "**Tri-Party Agreement**") with LAFC to amend, supplement and clarify certain terms of the Sports Arena Option Agreement. To satisfy a further LAFC Lease condition, LAFC has now requested that District enter into this OEA to, among other things, provide LAFC with all necessary easements and rights required with respect to the District Parcel for the development, construction, operation and use of the LAFC Parcel and the Project. As used herein, the "**LAFC Lease Documents**" shall collectively mean the LAFC Lease, LAFC NDA, this OEA, the Supplemental Agreement hereto (as hereinafter defined) and the Tri-Party Agreement.

G. District has now agreed to enter into this OEA to provide LAFC with the necessary easement and rights required for the development, construction, operation and use of the LAFC Parcel and the Project, upon and subject to the terms and conditions contained herein.

NOW, THEREFORE, in consideration of the foregoing recitals, the terms of which are hereby incorporated herein by this reference, the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. DEFINITIONS

1.1. **Definitions**. For the purposes of this OEA (including the Preliminary Statements above), reference to the following defined terms shall have the meanings set forth in this Section 1.1 below unless otherwise provided or qualified in any other Article in this OEA :

(a) "**Affiliate**" shall mean, with respect to any Person, any other Person directly or indirectly, controlling, controlled by, or under common control with such Person. For purposes of this definition, "control" (including correlative meanings, the term "controlling," "controlled by" and "under common control with"), as applied to any Person, means the possession of a legal and equitable interest in the Person sufficient to grant the power to direct or cause the direction of the management and policies of that Person.

(b) "**Building**" shall mean any permanently enclosed building structure placed, constructed or located on a Parcel, which shall include any appurtenant canopies and supports. For purposes of this OEA, the Coliseum and the Stadium will be considered Buildings notwithstanding that such structures are not fully enclosed.

(c) "**City**" shall mean the City of Los Angeles, California.

(d) "**Claims**" shall collectively mean any and all causes of action, claims, demands, liabilities, losses, damages, penalties, liens, fines, costs and expenses (including reasonable attorneys' fees and court costs (i) regardless of whether any lawsuit is filed, and (ii) at trial or in any bankruptcy court or any applicable appellate level).

(e) "**Common Area**" with respect to each Parcel shall mean all of those areas within the exterior boundaries of a Parcel which are not from time to time actually covered by a Building.

(f) "**Construction**" shall mean any construction, expansion, reconstruction, replacement or modification of any Building or other Improvements in, on or under the Parcels or any portion thereof.

(g) "**County**" shall mean the County of Los Angeles, California.

(h) "**Default Rate**" shall mean the prime rate plus three percent (3%), but in no event greater than the highest rate of interest, if any, allowed by Governmental Regulations under the circumstances. As used herein, "prime rate" shall mean the prime rate or equivalent "base" or "reference" rate for corporate loans that is published in the Wall Street Journal or a comparable national business publication if such rate is no longer published in the Wall Street Journal. If such rate is no longer published in the Wall Street Journal or a comparable national business publication, then the prime rate herein shall be the rate that is equal to the average of such rates as announced by the three (3) largest (in terms of asset size) United States commercial banks. If either of the foregoing rates is no longer published or announced, as the case may be, then the prime rate herein shall be the reasonably equivalent rate published or announced by an authoritative third party as may then typically be used in the commercial real estate or real estate loan industry to establish a prime or reference rate in real estate transactions.

(i) "**District Parking Areas{** XE "District Parking Areas" **}**" means those parking areas shown on **Exhibit D** attached hereto and shall be individually referred to herein as they are designated on Exhibit D, as Parking Lot 1 (which includes Parking Lot 1A), Parking Lot 2, Parking Lot 3, Parking Lot 4, Parking Lot 5, Parking Lot 6, and the Science Center Structure, Exposition Park Drive VIP, South Coliseum Drive VIP, and State Drive VIP. District Parking Areas do not include the parking areas to be constructed on the LAFC Parcel.

(j) "**District Roadways**" shall collectively mean and refer to any or all drives, driveways, drive aisles, streets, roads, roadways or other paved accessways of any kind or nature existing from time to time in Exposition Park providing vehicular circulation within Exposition Park and vehicular ingress and egress to and from all public roadways adjacent to Exposition Park, including those identified in Recital Paragraph A above (collectively, the "**Adjacent Public Roads**").

(k) "**Governmental Authority**" shall mean any or all federal, regional, State, County, City, township or local governmental or quasi-governmental authority, entity or body (or any department, agency or political subdivision thereof) exercising jurisdiction over the Parcels or any portion thereof in its capacity as regulatory authority under applicable Governmental Regulations.

(l) "**Governmental Regulations**" shall mean any or all applicable laws, statutes, ordinances, codes, standards, rules, regulations, orders and applicable judicial decisions, rulings or decrees, as presently existing or as may be hereafter enacted, promulgated or enforced, of any Governmental Authority, including any Final Approvals (as defined in the LAFC Lease) with respect to any Parcel, including amendments to the Coliseum District Specific Plan for the Project.

(m) "**Improvements**" with respect to any Parcel shall mean all Buildings located on such Parcel, including any fixtures and equipment permanently affixed thereto or installed thereon, together with any other structure or improvement of any kind, whether below, at, or above grade, located anywhere on a Parcel including, without limitation, all temporary buildings or structures, sidewalks, parking areas, roadways, driveways, curbs, gutters, loading facilities or areas, docks, signs, sign structures, retaining walls, fences, gates, screens, Utility Lines, landscaping, berming, light fixtures, light poles and any other Common Area improvements, including any subsequent replacement, rebuilding, expansion or alteration thereof.

(n) "**Indemnify**" shall mean to indemnify, defend (with counsel reasonably satisfactory to the indemnified Party), protect and hold the other Party and its Affiliates and their respective officers, directors, members, partners, Occupants, agents, employees and contractors harmless from and against any and all Claims paid, suffered or incurred by the indemnified Party as a result of or caused by or arising from the matter which is the subject of the indemnity, but excluding Claims arising in whole or in part from the negligence, willful misconduct of intentional wrongdoing of an indemnified Party or any Person claiming by, through or under such indemnified Party. The indemnified Party shall give the indemnifying Party prompt notice of any Claim with respect to which the indemnified Party is entitled to indemnification pursuant to this OEA. Failure to give such notice shall not, however, in any manner negate or invalidate the obligation to Indemnify hereunder, except to the extent the indemnifying party is prejudiced thereby.

(o) "**Lienholder**" shall mean any mortgagee under a mortgage, a grantee under a deed to secure debt, or a trustee or beneficiary under a deed of trust constituting a lien on any Parcel or the leasehold interest of a Party to such Parcel.

(p) "**Parcels**" shall mean individually or collectively, the District Parcel and the LAFC Parcel.

(q) "**Occupant**" shall mean any Person from time to time entitled to the use and occupancy of any portion of the Parcels under an ownership right or any lease, sublease, assignment, license, concession or other similar agreement.

(r) "**Park Manager**" shall mean the individual appointed by the Governor of the State of California to manage and supervise the use of Exposition Park.

(s) "**Parking Lot 6**" shall mean the portion of the District Parking Areas owned by the District and located south of the LAFC Parcel approximately as shown on the Site Plan.

(t) "**Permittee**" shall mean all Occupants and the officers, directors, employees, agents, contractors, customers, vendors, suppliers, visitors, invitees, licensees, assignees, subtenants, and concessionaires of Occupants insofar as their activities relate to the intended use of any portion of the Parcels.

(u) "**Person**" shall mean any individual, partnership, firm, association, corporation, limited liability company, trust, governmental agency, administrative tribunal or any other form of business or legal entity.

(v) "**Supplemental Agreement**" shall mean that certain unrecorded Supplemental Agreement to this OEA entered into concurrently herewith between District and LAFC which provides, among other things, certain operating provisions related to various easements and agreements contained in this OEA.

(w) "**Utility Lines**" shall mean those facilities and systems for the transmission or other provision of utility services including, without limitation, storm water storage, drainage, detention or retention systems or structures, water mains, tanks, towers, sewers, lift stations, water sprinkler system lines, electrical conduits or systems, gas mains, and other public or private utilities providing service anywhere within the Parcels.

(x) "**Work**" shall mean the performance of any Construction or any other maintenance, repairs, replacement, installations, cleaning or other work of any kind on or to any Building or other Improvements located on a Parcel.

1.2. **Construction**. For the purposes of this OEA, except as otherwise expressly provided herein or unless the context otherwise requires: (i) the meaning assigned to each term defined herein shall be equally applicable to both the singular and the plural forms of such term and vice versa, and words denoting either gender shall include both genders as the context requires; (ii) where a word or phrase is defined herein, each of its other grammatical forms shall have a corresponding meaning; (iii) the terms "hereof," "herein," "hereunder," "hereby" and "herewith" and words of similar import shall, unless otherwise stated, be construed to refer to this OEA as a whole and not to any particular provision of this OEA; (iv) when a reference is made in this OEA to an Article, Section, paragraph, Exhibit or Schedule, such reference is to an Article, Section, paragraph, Exhibit or Schedule to this OEA unless otherwise specified; (v) the word "include," "includes," and "including" when used in this OEA shall be deemed to be followed by the words "but not limited to," unless otherwise specified; and (vi) the language used in this OEA shall be deemed to be the language chosen by the Parties to express their mutual intent, and no rule of strict construction shall be applied against any Party.

2. EASEMENTS.

2.1. Access Easements

(a) Access Easement. District hereby grants and conveys to LAFC for the benefit of the LAFC Parcel and its Permittees a perpetual, non-exclusive easement for purposes of ingress and egress by vehicular traffic (but not for parking) upon, over and across the roadways and driveways located from time to time on the District Parcel within Exposition Park, including over all of the District Roadways to provide access within Exposition Park and to and from the LAFC Parcel and all Adjacent Public Roads and for no other purpose. District hereby reserves the following rights:

(i) the right to relocate the District Roadways from time to time provided that any such relocation (A) shall be performed only after at least sixty (60) days' prior written notice of District's intention to undertake such relocation shall have been given to LAFC, (B) shall not unreasonably interfere with the use of the access easement granted in this Section 2.1(a) for the purposes provided herein, (C) shall not reduce or unreasonably impair the usefulness or function of the access easement granted in this Section 2.1(a), including the ingress and egress rights to and from Adjacent Public Roads (D) shall provide reasonably equivalent access to the LAFC Premises as existed prior to such relocation, (E) shall be performed without cost or expense to LAFC, (F) shall not require any relocation of any Improvements on the LAFC Parcel, including any driveways, curb cuts, parking areas or dock and loading facilities, (G) shall be contiguous to and connect to the driveways and curb cuts located on the LAFC Parcel at grade without any gaps, gores or elevation discrepancies or issues, (H) shall be completed using materials and design standards which equal or exceed those originally used, and (I) shall have been approved by all applicable Governmental Authorities to the extent required; and

(ii) the right to temporarily close-off District Roadways (i) for such reasonable period of time as may be legally necessary, in the opinion of District's counsel, to prevent the acquisition of prescriptive rights by anyone, (ii) to perform required maintenance or repairs, or (iii) as the Park Manager may reasonably determine to be necessary to accommodate events in Exposition Park; provided, however, that prior to closing-off any portion of the District Roadways, the Park Manager shall give written notice to LAFC or any other affected party of its intention to do so, and shall attempt to coordinate such temporary closure with each affected party so that no unreasonable interference with the passage of pedestrians or vehicles will occur.

(b) Temporary Construction Access. District hereby grants and conveys to LAFC for the benefit of the LAFC Premises and its contractors, subcontractors, vendors, suppliers, architects, engineers, consultants and other parties claiming by or through any of them, a non-exclusive easement over the District Roadways and the portion of Parking Lot 6 shown on **Exhibit E** attached hereto for (i) construction access (but not for parking) to and from the LAFC Premises and District Roadways and Adjacent Public Roads by construction vehicles and equipment, and (ii) for construction staging, assembly and storage purposes. For purposes of this Section 2.2(b), if the Park Manager reasonably determines that a conflict may exist with respect to LAFC's use of the temporary construction access easement pursuant to this Section 2.1(b) and another event taking place in Exposition Park that requires the full unimpeded use of Parking Lot 6, then upon not less than fifteen (15) days prior written notice, Park Manager may relocate the temporary construction access area for such conflicting date to another portion of the District Parcel located immediately adjacent to the LAFC Parcel to provide LAFC's contractors with an equivalent level of construction access required to allow LAFC's contractors to move demolition debris from the east side of the Sports Arena demolition site to the west side thereof so that LAFC's demolition activities are not unreasonably restricted or delayed. The easement granted in this Section 2.1(b) will terminate within thirty (30) days after all demolition activities on the LAFC Parcel with respect to the existing Sports Arena improvements are complete. Within thirty (30) days following the written request of District following such termination, LAFC will execute a written instrument reasonably acceptable to LAFC confirming the termination of such temporary construction access and staging easement. Anything in this Section 2.1(b) to the contrary notwithstanding, the temporary construction access easement rights granted in this Section 2.1(b) with respect to Parking Lot 6 may not be used by LAFC on any Coliseum Parking Event Day.

(c) Traffic Restrictions. Except as otherwise provided in Sections 2.1(a) or (b) above, each Party agrees that it will not, and it will not authorize any third party or otherwise allow any party claiming by, through or under it to, take any action that will obstruct or materially impede the free flow of traffic over the District Roadways to and from the LAFC Parcel and Adjacent Public Roads;

provided, however, the Parties acknowledge that on a Coliseum Parking Event Day, or any other day that any LAFC Events (as defined in the LAFC NDA) or other Special Events are held in Exposition Park, there may be some level of obstruction to the normal free flow of traffic on District Roadways, in which event District will take all reasonable measures to ensure that access over the District Roadways to and from the LAFC Parcel is not prevented in its entirety on such days. Nothing contained herein is intended to limit or modify any of the LAFC Lease Rights or any obligations of the Parties under the LAFC Lease Documents.

(d) Duration. For purposes of this Article 2, any easement grant contained herein that is designated as "perpetual" shall mean that the applicable easement rights granted in this Article 2 shall remain in effect until such time as all of the following events have occurred: (A) the LAFC Lease has expired or terminated; (B) any new lease in favor of a Leasehold Mortgagee as provided in the LAFC Lease has expired or terminated, (C) LAFC (or its successors or permitted assigns under the LAFC Lease) no longer occupy any portion of the LAFC Parcel, (D) MLS or any of its Affiliates or any lease transferee or designee (and their respective successors and permitted assigns) do not occupy any portion of the LAFC Parcel, and (E) a Leasehold Mortgagee or any of its Affiliates or any foreclosure transferee or designee) do not occupy any portion of the LAFC Parcel.

(e) USC Rights. Anything in this Section 2.1 to the contrary notwithstanding, the access easements granted herein are subject to, and shall not interfere with USC's rights to the use of the VIP Parking Areas (as defined in the USC NDA) under and in accordance with the terms of the USC NDA on Coliseum Event Parking Days. As used herein, the term "**Coliseum Parking Event**" shall mean a Coliseum Priority Event (as hereinafter defined) or any other Major Event or Special Event (as those terms are defined in the USC NDA) held at the Coliseum Property. As used herein, the term "**Coliseum Priority Event**" shall mean any one of the following events that is scheduled and held in the Coliseum: (A) a USC Home Football Game, including USC's annual "Spring Game", (B) any NFL Game, (C) the Olympics, or (D) Special Olympics (each of the foregoing defined terms having the meaning ascribed thereto in the USC NDA). Any day that a Coliseum Parking Event is held at the Coliseum is referred to herein as a "**Coliseum Parking Event Day**."

2.2. Parking Easements.

(a) Daily Parking Easement. District hereby grants and conveys to LAFC for the benefit of the LAFC Parcel and its Permittees, a perpetual, non-exclusive easement for the parking of vehicles in, on and over a portion of the District Parking Areas (the "**Daily Parking Area**") consisting of up to four hundred (400) contiguous parking spaces on a daily basis (the "**Maximum Daily Spaces**"), together will all necessary rights of access to, on and over the applicable District Parking Areas as may be reasonably required by LAFC for the full use and enjoyment of the parking easement granted herein. For purposes of this Section 2.2(a), the initial location of the Daily Parking Area shall be in Parking Lot 6, unless the Park Manager reasonably determines that a conflict may exist with respect to LAFC's use of the Daily Parking Area in Parking Lot 6 pursuant to the parking easement in this Section 2.2(a) and another event taking place in Exposition Park, including any Coliseum Parking Event (taking into account the reasonably anticipated need for parking spaces in Parking Lot 6 related thereto), in which event, upon not less than fifteen (15) days prior written notice, Park Manager may relocate the Daily Parking Area for such conflicting date to the District Parking Areas that are most proximate to the LAFC Parcel, with Parking Lot 4 and Parking Lot 5 taking priority over other District Parking Areas to the extent available, so that at all times LAFC will have the use of the Maximum Daily Spaces in the District Parking Areas most proximate to the LAFC Parcel.

(b) Temporary Construction Easement. District hereby grants and conveys to LAFC for the benefit of the LAFC Premises and its contractors, subcontractors, vendors, suppliers, architects,

engineers, consultants and other parties claiming by or through any of them, a non-exclusive easement over the portion of Parking Lot 6 shown on **Exhibit F** attached hereto for vehicular parking purposes for up to three hundred fifty (350) parking spaces on a daily (i.e., Monday through Saturday, 6:00 a.m. to 7:00 p.m.) basis at all times during the demolition of the existing Sports Arena improvements and construction of the Project, together will all necessary rights of access to, on and over Parking Lot 6 as may be reasonably required by LAFC for the full use and enjoyment of the temporary parking easement granted herein. If the Park Manager reasonably determines that a conflict may exist with respect to LAFC's use of the temporary construction parking area in Parking Lot 6 pursuant to this Section 2.2(b) and another event taking place in Exposition Park, including any Coliseum Parking Event (taking into account the reasonably anticipated need for parking spaces in Parking Lot 6 related thereto), then upon not less than fifteen (15) days prior written notice, Park Manager may relocate the temporary construction parking area for such conflicting date to the District Parking Areas that are most proximate to the LAFC Parcel, with Parking Lot 4 and Parking Lot 5 taking priority over other District Parking Areas to the extent available, so that at all times LAFC will have the use of up to 350 reasonably contiguous parking spaces for its contractors. The date construction of the Project is complete is referred to herein as the "Redevelopment Completion Date." Within thirty (30) days following the written request of District following the Redevelopment Completion Date, LAFC will execute a written instrument reasonably acceptable to LAFC confirming the termination of such temporary construction parking easement.

(c) LAFC's Other Parking Rights. Nothing in this OEA is intended to limit or modify (i) LAFC's unlimited use of the parking areas built on the LAFC Parcel for the Project and all LAFC permitted uses under the LAFC Lease Documents, subject to the terms thereof, or (ii) LAFC's parking rights under the LAFC NDA.

(d) Community Festivals. In addition to the parking easement rights granted under this OEA and the parking rights available to LAFC under the LAFC NDA, District agrees that LAFC will have the right to use Parking Lot 6 for up to two (2) community festivals each calendar year following the Redevelopment Completion Date, upon and subject to the terms and conditions set forth in the Supplemental Agreement.

(e) USC Rights. Anything in this Section 2.2 to the contrary notwithstanding, the parking easements and other rights granted to LAFC with respect to the use of Parking Lot 6 (or such other portions of the District Parking Areas, as applicable) pursuant to this Section 2.2 are subject to, and shall not interfere with USC's rights to the use of the District Parking Areas under and in accordance with the terms of the USC NDA.

2.3. Utility Easements.

(a) District hereby grants and conveys to LAFC for the benefit of the LAFC Parcel and all Improvements now or hereafter located thereon, perpetual, non-exclusive easements in, to, over, under, along and across the Common Areas located on the District Parcel necessary for the installation, operation, flow, passage, use, maintenance, connection, repair, replacement, relocation, and removal of Utility Lines serving the LAFC Parcel. The initial location of such easements with respect to any Utility Lines that serve the LAFC Parcel and are located on the District Parcel (i) which exist as of the date of this OEA ("**Existing Utility Line(s)**") shall be the existing as-built locations of all Existing Utility Lines serving the existing Sports Arena improvements, and (ii) which are proposed to first be built, installed, extended, modified or relocated on any portion of the District Parcel after the date of this OEA ("**New Utility Line(s)**") will be subject to the prior written approval of District and the Department of General Services, Deputy Director, Real Estate Services Division ("**DGS**"), which approval will not be unreasonably withheld, conditioned or delayed. Such easement area shall be no wider than necessary to reasonably satisfy the requirements of a private or public utility company. LAFC shall provide to District

a copy of an as-built survey showing the location of such New Utility Line after the Construction or other Work thereto has been completed.

(b) All Utility Lines shall be underground except: (i) ground mounted electrical transformers; (ii) as may be necessary during periods of Construction, repair or temporary service; (iii) as may be required by Governmental Authorities; (iv) as may be required by the provider of such utility service; (v) as may be attached to a Building (e.g. solar panels); (vi) fire hydrants; and (vii) any Existing Utility Lines that are located above ground. At least thirty (30) days prior to utilizing the utility easement granted herein with respect to any New Utility Lines, LAFC shall provide District with a written statement describing the need for such easement, identifying the proposed location of the New Utility Line, the nature of the service to be provided, and the anticipated commencement and completion dates for the Work. Prior to commencing any Work on the District Parcel, including any emergency Work, LAFC shall provide to the District evidence of insurance coverage as required by Section 5.1 hereof.

(c) If LAFC is installing a New Utility Line it shall obtain all necessary permits and approvals from any Governmental Authority (including DGS) or third party utility provider and shall pay all costs and expenses with respect to the initial Construction. The easement granted in this Section 2.3 shall include a reasonable right of access on and over the District Parcel as may be reasonably required for LAFC's full use and enjoyment of the utility easements granted herein. Except to the extent maintained by any utility provider or Governmental Authority, in the exercise of the utility easement granted herein, LAFC shall (i) maintain and repair all Utility Lines located on the District Parcel that exclusively serve the LAFC Parcel in a safe, clean and good state of repair and condition, and (ii) have the right (but not the obligation) to maintain and repair Utility Lines located on the District Parcel that serve the LAFC Parcel and other portions of the District Parcel as necessary to prevent any disruption, impairment or diminution of utility services to the LAFC Parcel (in function, capacity or operation). Any Work performed by LAFC in connection with the exercise of the utility easements granted hereunder shall be performed in compliance with all applicable Governmental Regulations, as quickly as possible and, except with respect to the initial Construction thereof or in the event of emergency, after normal business hours whenever possible, with all affected or disturbed areas backfilled and adequately compacted to prevent voids and with the surface restored to a condition equal to or better than that existing before such Work was commenced. Except in the case of a maintenance emergency where such Work may be initiated after reasonable notice, LAFC shall provide District with at least fifteen (15) days prior notice before commencement of any Work on the District Parcel. LAFC agrees to Indemnify District from and against all Claims arising out of or resulting from the exercise of the right to install, maintain, repair, replace, remove, relocate and operate any Utility Line hereunder.

(d) District hereby grants and conveys to LAFC for the benefit of the LAFC Parcel, the perpetual right and easement to discharge surface storm water drainage and/or runoff from the LAFC Parcel over, upon and across the Common Area of the District Parcel, upon the following conditions and terms: (i) such discharge and runoff shall be over and through the existing drainage patterns and Existing Utility Lines (including the existing storm water collection facilities and storm sewer Utility Lines in effect as of the date of this OEA); and (ii) with respect to any new Construction or New Utility Lines, the grades and the surface elevations for the LAFC Parcel and the surface water drainage/retention system serving the LAFC Parcel shall be initially constructed in strict conformance with plans and specifications approved by District, which approval will not be unreasonably withheld, conditioned or delayed. No Party shall alter or permit to be altered the surface of the Common Area or the drainage/retention system constructed on its Parcel if such alteration would materially increase the velocity, volume or flow of surface water onto the other Party's Parcel either in the aggregate or by directing the flow of surface water to a limited area. In connection with LAFC's rights under this Section 2.3(d), LAFC agrees to comply with all Governmental Regulations related to storm water discharge during Construction and Hazardous Materials that are brought onto the LAFC Parcel or disturbed by LAFC, its agents, employees or

contractors ("**LAFC Generated Hazardous Materials**"), and shall Indemnify District against any Claims arising out of or resulting from any Hazardous Discharge (as hereinafter defined). As used herein, the term "**Hazardous Discharge**" shall mean any storm water discharge from the LAFC Parcel onto the District Parcel that is contaminated with LAFC Generated Hazardous Materials in excess of limits allowed by all applicable Governmental Regulations related thereto, including all applicable laws related to storm water management and discharge and all applicable environmental laws.

As used herein, the term "**Hazardous Materials**" shall be interpreted broadly to include, but not be limited to, any material or substance that is defined, regulated or classified under any Governmental Regulation related to the environment or other applicable federal, state or local laws and the regulations promulgated thereunder as: (i) a "hazardous substance" pursuant to section 101 of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §9601(14), the Federal Water Pollution Control Act, 33 U.S.C. §1321(14), as now or hereafter amended; (ii) a "hazardous waste" pursuant to section 1004 or section 3001 of the Resource Conservation and Recovery Act, 42 U.S.C. §§6903(5), 6921, as now or hereafter amended; (iii) toxic pollutant under section 307(a)(1) of the Federal Water Pollution Control Act, 33 U.S.C. §1317(a)(1) as now or hereafter amended; (iv) a "hazardous air pollutant" under section 112 of the Clean Air Act, 42 U.S.C. §7412(a)(6), as now or hereafter amended; (v) a "hazardous material" under the Hazardous Materials Transportation Uniform Safety Act of 1990, 49 U.S.C. §5102(2), as now or hereafter amended; (vi) toxic or hazardous pursuant to regulations promulgated now or hereafter under the aforementioned laws or any state or local counterpart to any of the aforementioned laws; or (vii) presenting a risk to human health or the environment under other applicable federal, state or local laws, ordinances or regulations, as now or as may be passed or promulgated in the future.

(e) Subject to the terms of this OEA, including Section 2.3(d) above, each Party shall have the right to replace or relocate any Utility Line located on its Parcel, provided that such Work: (i) shall be performed only after sixty (60) days prior written notice of such Party's intention to undertake the replacement or relocation Work shall have been given to the other Party served by such Utility Line (the "**UL Party**"); (ii) shall not interfere with or diminish utility service to the UL Party's Parcel served by the applicable Utility Lines; (iii) shall not reduce impair the usefulness, function or capacity of the Utility Lines; (iv) shall be performed without cost or expense to the UL Party or its Occupants; (v) shall be completed using materials and design standards which equal or exceed those originally used; (vi) shall have been approved by the utility service provider and any applicable Governmental Authorities, if required, which in the case where LAFC is the relocating party, shall include the approval of DGS; (vii) shall not interfere with the conduct or operation of the business of any Occupant of the UL Party's Parcel; and (viii) shall otherwise comply with this OEA. The relocating Party shall provide as-built plans for all such relocated Utility Lines and facilities to the UL Party served by such Utility Lines within thirty (30) days after the date of completion of such relocation.

(f) Without limiting the foregoing terms of this Section 2.3, District acknowledges that LAFC has disclosed the existence of certain overhead electric Existing Utility Lines that currently serve the Coliseum Property, the existing Sports Arena Property and certain other portions of the District Parcel that may need to be relocated by LAFC, at LAFC's sole cost and expense, prior to USC's delivery of possession of the LAFC Parcel to LAFC under the LAFC Lease. District agrees to reasonably cooperate with LAFC to allow such relocation Work to be performed by LAFC to allow LAFC to maintain its construction schedule for the Project, including signing any applicable applications therefor, provided that (i) such relocation Work is subject to LAFC's compliance with all applicable terms of this OEA, including Section 2.3(e) above (except that the 60-day advance notice requirement therein will not be required for this relocation Work), (ii) no relocation Work will be performed until District (and DGS) have approved the relocation plans related to the Existing Power Lines in accordance with the terms of this OEA, which approval will not be unreasonably withheld, conditioned or delayed, provided that such

relocation does not violate the terms of Section 2.3(e) above, and (iii) LAFC or its contractor obtain all necessary permits and approvals from the applicable utility provider and any applicable Governmental Authorities. To the extent that any of the foregoing relocation Work requires access to the Coliseum Property or affects utilities serving the Coliseum Property, then pursuant to the terms of the LAFC Lease, LAFC shall obtain USC's approval pursuant to the terms of a separate agreement related thereto.

(g) Subject to the terms of this Section 2.3(h), District agrees (at no cost, expense or liability to District) to grant such additional utility easements as may be reasonably required by any public utility over the District Parcel for the purpose of providing or connecting to Utility Lines to provide necessary utility services to the LAFC Parcel for the benefit of LAFC and its Permittees, provided (i) the location of such easement shall be subject to the reasonable approval of District (and DGS), and (ii) such easement does not unreasonably interfere with any Buildings or other Improvements on District's Parcel, or the operation of any business located thereon. LAFC shall Indemnify District against all Claims arising out or resulting from the execution or grant of any such additional utility easement required to provide utility service to the LAFC Parcel, including with respect to any new obligations imposed upon District or the District Parcel. Any easement granted hereunder shall be no wider than necessary to reasonably satisfy the requirements of a public utility.

(h) To the extent any Existing Utility Lines (whether known or unknown) serve a Parcel (the "**Benefitted Parcel**"), cross the other Party's Parcel (the "**Burdened Parcel**") outside of any recorded easement and are not otherwise shown on any survey or approved utility plan or addressed in this Section 2.3, then the Benefitted Parcel shall have a perpetual, non-exclusive easement for the benefit of the Benefitted Parcel Party and its Permittees, for the installation, operation, maintenance, repair, relocation and replacement of any such Existing Utility Lines and to allow any such Existing Utility Lines to continue to cross over, across, upon, under or through the Burdened Parcel in their existing locations.

(i) Prior to the performance of any Construction related to a Utility Line that is on another Party's Parcel or that affects a Utility Line serving the other Party's Parcel, such Party (the "**Performing Party**") will provide the other Party (each a "**Reviewing Party**," as applicable) with all applicable plans and specifications related to such Construction, including the size and location of all Utility Lines and such other information as the reviewing party may reasonably require to confirm compliance with the terms of this OEA (the "**Plans**"). If District is the Reviewing Party, then DGS approval shall be required in accordance with the terms of this Section 2.3(i). Within fifteen (15) business days after the submission of Plans, the Reviewing Parties shall notify the Performing Party whether the Plans are approved or disapproved, which approval will not be unreasonably withheld, conditioned, or delayed. Any disapproval shall set forth in reasonable detail the reasons for such disapproval. For avoidance of doubt, the parties acknowledge and agree that it shall not be unreasonable for the Reviewing Parties to disapprove any Plans to the extent such Plans would: (i) adversely affect the business or operations of any Party or Occupant; (ii) violate the terms of this OEA including, without limitation, the terms of this Section 2.3; (iii) render any portion of another Party's Parcel to be illegal, non-conforming or otherwise in violation of any permit or approval related to such Party's Parcel; or (iv) adversely affect in any material respect any Utility Line serving the Reviewing Party's Parcel, including the capacity, function or operation thereof. Thereafter, the Performing Party shall revise its Plans to incorporate such changes as may be requested to secure the approval of the applicable Reviewing Party, and shall deliver two (2) completed copies of the revised Plans to the Reviewing Parties. To the extent any subsequent material changes are made by the Performing Party to any approved Plans, such changes shall be subject to the provisions of this Section 2.3(i) and the Performing Party shall secure the approval of the Reviewing Parties in the manner provided herein. If the Reviewing Parties fails to notify the Performing Party of its approval or disapproval within said 15-business day period following its receipt of such Plans, and if said Reviewing Parties thereafter fail to respond within five (5) business days after its receipt of a second written notice, which second notice shall contain in bold capitalized text the following

legend: "IF A REVIEWING PARTY FAILS TO CONSENT, COMMENT OR REFUSE CONSENT TO THE PLANS SUBMITTED FOR REVIEW WITH THIS SUBMITTAL WITHIN FIVE (5) BUSINESS DAYS AFTER REVIEWING PARTY'S RECEIPT OF THIS SECOND NOTICE AND THE PLANS SUBMITTED HEREIN, THEN SUCH PLANS AS SUBMITTED TO REVIEWING PARTY SHALL BE DEEMED APPROVED UNDER THE OEA.", then such Plans shall be deemed approved by that Reviewing Party as submitted to the Reviewing Parties, except that in no event shall any such Plans be deemed approved to the extent that they contain any proposed Improvements that violate the terms of this OEA or any applicable Governmental Regulations.

2.4. Sign Easements.

(a) District acknowledges that (i) LAFC, as part of the Project, will be pursuing Final Approvals from the City for an amendment to the existing signage plan for the Coliseum Property and LAFC Parcel referred to as the Soccer Stadium and Coliseum Sign Plan (the "**Master Signage Plan**"), which plan contemplates, among other things, certain building and free-standing signage on the LAFC Parcel and certain free-standing signage located on portions of the District Parcel (the "**LAFC Off-Site Signs**") as shown on the Master Signage Plan, (ii) District has approved the preliminary Master Signage Plan, including the portion thereof showing and identifying the LAFC Off-Site Signs as set forth on **Exhibit G** attached hereto, (iii) District will reasonably cooperate with LAFC (at no out of pocket cost to District) in connection with LAFC's efforts to obtain Final Approvals for the Master Signage Plan and will not oppose LAFC's efforts with the City in connection therewith, and (iv) District will not have a further approval right with respect to the Master Signage Plan unless such plan is materially modified as part of the City entitlement process, and then District's approval will not be unreasonably withheld, conditioned or delayed; provided, however, LAFC agrees that the size and type of the LAFC Off-Site Signs will be subject to any overall signage policy approved for Exposition Park by the Science Center Board.

(b) District hereby grants and conveys to LAFC, for the benefit of the LAFC Parcel and its Permittees, a perpetual, non-exclusive easement over, across, under the portions of Parking Lot 6 generally shown on Exhibit G (and such portions of the District Parcel adjacent thereto along Hoover Street as necessary) for purposes of the erection, installation, maintenance, repair, replacement, operation and removal of the LAFC Off-Site Signs subject to and in accordance with the Master Signage Plan, the Final Approvals therefor to be obtained from the City and the terms of Supplemental Agreement, together with all other rights as shall be necessary or required by LAFC for the full use and enjoyment of the easements and rights granted herein, including (i) reasonable access over such portions of the District Parcel as shall be temporarily necessary and reasonably required to exercise the easements and rights granted hereunder and to satisfy the terms of clause (B) below, and (ii) for the installation and use of any Utility Lines necessary to serve any applicable LAFC Off-Site Signs. LAFC shall, at its sole cost and expense (A) construct and install all LAFC Off-Site Signs in accordance with all applicable Governmental Regulations (including all Final Approvals related to the Master Signage Plan) and otherwise in accordance with the terms of this OEA, (B) maintain and repair (including necessary replacements) all LAFC Off-Site Signs in good order and condition in accordance with all applicable Governmental Regulations, and (C) repair, restore or replace any LAFC Off-Site Signs damaged or destroyed by casualty or other cause, unless such damage is caused by District, its agents, employees or contractors, in which case the cost therefor will be borne by the responsible party.

(c) The sign easements granted to LAFC under this Section 2.4 shall include the right to erect, install and use new or existing poles on the District Parcel for the use of temporary banners identifying LAFC, its MLS soccer club, MLS Soccer, the Stadium, MLS Games or any other promotional banners related to any LAFC Events, subject to the terms of the Supplemental Agreement.

2.5. **Lighting**. After the Redevelopment Completion Date, District covenants and agrees to keep the District Roadways within its control fully illuminated each day from one hour before dusk to at least the later of 11:00 p.m. and two (2) hours after the conclusion of any Event (as defined in the LAFC NDA) held at the LAFC Parcel. District hereby grants LAFC an irrevocable license for the purpose of permitting the lighting from the LAFC Parcel, including from any signage thereon, to incidentally shine on the District Parcel.

2.6. **No Merger**. Notwithstanding a Party's ownership of more than one Parcel, the easements granted hereunder shall burden and benefit each Parcel individually as provided in this OEA without merger as result of such common ownership, and upon conveyance of a Parcel so that such Parcel ceases to be under common ownership, neither the Party conveying such Parcel nor the Person acquiring such Parcel shall need to execute additional documentation to evidence the existence of said easements, and said easements shall relate back to and shall be deemed to have been created as of the date of this OEA.

2.7. **Restrictions**. No Party shall grant any easement for the benefit of any property not within the Parcels in any manner that would materially and adversely affect the other Party's easements or rights under this Agreement. Nothing contained herein will prohibit the granting or dedicating of utility easements by a Party on its Parcel to Governmental Authorities or to public utility companies for provision of Utility Lines to service all or a portion the Project as provided herein. A Utility Line may be dedicated and accepted for maintenance by a Governmental Authority or public utility, so long as the grant or dedication of such easements does not (i) in any manner interfere with or disturb any easement rights granted to any Party under this OEA, or (ii) otherwise impair, diminish, or modify the service or capacity of any Utility Line without the prior written approval of the affected Party. Thereafter, the operation and maintenance of such Utility Line shall thereafter be the responsibility of the Person accepting the dedication.

2.8. **Interest**. Anything to the contrary in this OEA or otherwise notwithstanding, the Parties acknowledge and agree that for purposes of compliance with applicable Governmental Regulations with respect to LAFC's exercise of any easement rights granted hereunder on and over the District Parcel, LAFC's easement rights and interests shall be coupled with a possessory interest in the District Parcel, but such possessory interest shall only (i) be in effect during the actual performance of Work on the District Parcel by or on behalf of LAFC, and (ii) apply to the portion of the District Parcel on which such Work is actually being performed.

2.9. **Supplemental Agreement**. The easements and rights granted to LAFC under this Article 2 shall be upon and subject to the terms set forth in the Supplemental Agreement applicable thereto.

3. CONSTRUCTION.

3.1. General Construction Requirements.

(a) All Work performed in the Construction, maintenance and repair of any Building or other Improvements located on the Parcels by or on behalf of a Party or its Occupant (a "Constructing Party") shall be effected as expeditiously as possible and, to the maximum extent reasonably practicable, in such a manner as to limit interference, obstruction or delay related to the operation of the other Party's Parcel and any business thereon including, without limitation, (i) access over roadways, drive aisles, driveways and curb cuts on another Party's Parcel, (ii) Work being performed on another Party's Parcel, (iii) parking areas, loading or unloading, receiving and dock area on another Party's Parcel, and (iv) the use, enjoyment or occupancy of the other Parcels or of the easements granted under this OEA by the other

Party or their Permittees. The Constructing Party shall, at its sole cost and expense, promptly repair and restore any Building or other Improvements damaged, destroyed or affected by the performance of such Work. No Construction by any Party may cause any other Party's Parcel (including any Building or other Improvements thereon) to be in violation of any applicable Governmental Regulations. At all times when Construction activities are being performed on a Party's Parcel, the Constructing Party shall carry or cause its contractors to carry at least the construction period insurance specified in Section 5.1 hereof, without limiting or modifying any insurance requirements under any other Master Agreements or LAFC Lease Documents.

(b) Except as otherwise expressly provided in this OEA, staging for the performance of any Work with respect to any Improvements located on a Parcel, including the location of any temporary buildings or construction sheds, the storage of building materials, and the parking of construction vehicles and equipment, shall be limited to and take place only on the Constructing Party's Parcel.

(c) All Work performed on a Parcel shall be done in a good and workmanlike manner, using new and good quality materials and in accordance with (i) all applicable Governmental Regulations, (ii) Plans approved as provided hereunder (to the extent Plans are required under this OEA with respect to the applicable Work), (iii) all necessary permits and approvals from any applicable Governmental Authority, (iv) good and sound engineering standards and construction practices, and (v) otherwise in a manner consistent with the terms of this OEA.

(d) If any mechanics', materialmen's, architects', or other design or construction liens shall be filed against any Party's Parcel related to any Work done or materials furnished resulting from the activities of the Constructing Party on the Parcels, the Constructing Party shall cause the lien to be satisfied and released of record. The Constructing Party shall, within forty-five (45) days after receiving notice of the filing of such lien, either (i) cause any such outstanding lien or claim of lien to be released of record or transferred to bond in accordance with applicable Governmental Regulations, or (ii) give such assurances as would enable a title insurance company to insure over said outstanding lien or claim of lien, failing which the Party of the Parcel affected by such lien or claim for lien shall have the right, at the Constructing Party's expense, to take either such action.

(e) Each Party hereby grants to the other Party a temporary license for incidental encroachments over and across adjacent portions of the granting Party's Parcel to the extent reasonably and temporarily necessary for such Constructing Party to perform any Work with respect to any Building or other Improvements upon its Parcel; provided, however, that (i) such license shall be in effect only during periods when actual Work is being performed, (ii) the use of such license shall not unreasonably interfere with the use and operation of the other Party's Parcel, and (iii) nothing in this Section 3.1(e) shall limit or modify the other terms and provisions of this Article 3. Prior to exercising the rights granted herein, the Constructing Party shall provide the other Party with a written statement describing the need for such license, and shall furnish or have furnished a certificate of insurance showing that its contractor has obtained the minimum insurance coverage required by this OEA. The Constructing Party shall promptly pay all costs and expenses associated with such Work, shall complete such Work as quickly as possible, and shall promptly clean and restore any damaged or affected portions of the other Party's Parcel to a condition which is equal to or better than the condition which existed prior to the commencement of such Work.

(f) The Constructing Party shall Indemnify the other Party from all Claims arising out of or related to injury to or death of any person or damage to or destruction of any property arising out of or resulting from any Construction activities performed by or at the request of the Constructing Party

or its Occupants, including the Constructing Party's or Occupant's own negligence, unless such damage or destruction is caused solely by the negligent or willful act or omission of the indemnified Party.

(g) During all Construction, the Constructing Party shall keep or cause to be kept the construction site and surrounding areas clean and free of construction materials, trash and debris, and shall take appropriate precautions to protect against personal injury and property damage to the other Party and its Occupants. In no event shall a Constructing Party move, transport, store or dispose of any hazardous material, waste or substance regulated under any environmental, safety or health Governmental Regulation from the Constructing Party's Parcel onto the other Party's Parcel.

(h) In addition to the requirements of Section 3.1(g) above, during construction, the Constructing Party shall undertake and implement all dust control measures which may be required under all applicable Governmental Regulations.

4. TAXES AND ASSESSMENTS.

4.1. Real Estate Taxes and Assessments. Except as otherwise provided in any Master Agreement or LAFC Lease Documents, each Party shall pay direct to the tax collector, prior to delinquency, the real estate taxes and other special taxes and assessments of any kind or nature whatsoever that are imposed, levied, charged or assessed against such Party's Parcel including, without limitation, any Buildings or other Improvements located thereon; subject, however, to the right of any such Party to contest the amount or validity of all or any part of said taxes and assessments. Prior to the time the Parcels are separately assessed, each Party shall cooperate with the other to make sure that real estate taxes for any tax parcel covering land or improvements located on more than one Parcel are paid in full and on a timely basis, with such taxes on land and improvements allocated based on the relative size of the land and Buildings located within the portion of such tax assessment parcel located on each Party's Parcel. Each Party hereby Indemnifies the other Party from all Claims arising out of or resulting from the failure of the indemnifying Party to comply with the terms of this Section 4.1 including, without limitation, any and all liens arising out of the failure of an Party to pay prior to delinquency, all taxes and assessments described in this Section 4.1.

5. INSURANCE.

5.1. Construction Period Insurance. Prior to commencing any construction activities on a Parcel, each Party or Occupant shall obtain or require its contractor to obtain and thereafter maintain so long as such construction activity is occurring, at least the minimum insurance coverages set forth below:

(i) Workers' compensation and employer's liability insurance:

(A) Worker's compensation insurance as required by any applicable law or regulation.

(B) Employer's liability insurance in the amount of Five Million Dollars ($5,000,000) each accident for bodily injury, Five Million Dollars ($5,000,000) policy limit for bodily injury by disease and Five Million Dollars ($5,000,000) each employee for bodily injury by disease.

(ii) General liability insurance: Commercial General Liability insurance covering all operations by or on behalf of the general contractor, which shall include the following minimum limits of liability and coverages:

(A) Required coverages:

(1) Premises and Operations;

(2) Products and Completed Operations;

(3) Contractual Liability, insuring the indemnity obligations assumed by contractor under the contract documents;

(4) Broad Form Property Damage (including Completed Operations);

(5) Explosion, Collapse and Underground Hazards;

(6) Personal Injury Liability; and

(7) Builders Risk.

(B) Minimum limits of liability:

(1) Two Million Dollars ($2,000,000.00) per occurrence;

(2) Five Million Dollars ($5,000,000) aggregate for Products and Completed Operations (which shall be maintained for a three (3) year period following final completion of the work),

(3) Five Million Dollars ($5,000,000.00) general aggregate applying separately to this Project.

(iii) Automobile Liability Insurance: Automobile liability insurance (bodily injury and property damage liability) including coverage for owned, hired, and non-owned automobiles, with limits of liability of not less than One Million Dollars ($1,000,000) combined single limit each accident for bodily injury and property damage combined. The general contractor shall require each of its subcontractors to include in their liability insurance policies coverage for automobile contractual liability.

(iv) Umbrella/Excess Liability Insurance: The general contractor shall also carry umbrella/excess liability insurance in the amount of Five Million Dollars ($5,000,000). If there is not per project aggregate under the Commercial General Liability policy, the limit shall be Ten Million Dollars ($10,000,000).

If the construction activity involves the use of another Party's Parcel, then the Party of such Parcel shall be added as an additional insured and such insurance shall provide that the insurance shall not be canceled, or reduced in amount or coverage below the requirements of this OEA, without at least thirty (30) days prior written notice to the insureds and each additional insured. The form of additional insured endorsement shall be ISO Form CG 2026 1185. If such insurance is canceled or expires then the Constructing Party shall immediately stop all work on or use of the other Party's Parcel until either the required insurance is reinstated or replacement insurance obtained. The general contractor shall supply each Party with certificate(s) of insurance with respect to all insurance required by this Section 5.1. Anything in this Agreement to the contrary notwithstanding, but without limiting or modifying LAFC's

obligations under the LAFC Lease, each party may self-insure any risk required to be insured under this Article 5.

5.2. **Waiver of Subrogation**. The Parties and their respective Occupants each hereby waive any rights one may have against the other on account of any loss or damage occasioned to an individual Party or Occupant, or its respective property, either real or personal, arising from any risk covered by property insurance then in effect or, with respect to any self-insured amount, to the extent such self-insured amount would have been covered had such Party maintained commercially available insurance required hereunder. In addition, the Parties and Occupants, for themselves and on behalf of their respective insurance companies, waive any right of subrogation that any insurance company may have against the Parties and Occupants. It is the intent of the Parties that with respect to any loss from a named peril that is covered under a policy of property insurance, the Parties shall look solely to their respective insurance company for recovery. The foregoing waivers of subrogation shall be operative only so long as available in the State of California and provided further that no policy of insurance is invalidated thereby. Any Party self-insuring all or part of any claim shall be responsible for the payment of such claim as fully as if such Party were the insurer under a commercial policy therefor.

6. PROPERTY DAMAGE AND EMINENT DOMAIN

6.1. **Damage or Destruction**. In the event any of the District Roadways are damaged or destroyed by any cause whatsoever, whether insured or uninsured, during the term of this OEA, excluding any acts caused by the negligent or more culpable act of LAFC or its Permittees hereunder, District shall, to the extent of appropriations available for such purposes, repair or restore the affected District Roadways at its sole cost and expense with all due diligence. If access to the LAFC Parcel is adversely affected as a result of any such damage, District shall provide LAFC with reasonably equivalent alternate access to the LAFC Parcel until such permanent access is restored.

6.2. **Taking**. If any of the District Roadways or District Parking Areas are taken or damaged by right of eminent domain or any similar authority of law (a "**Taking**"), District shall, to the extent of appropriations available for such purposes, restore the remaining Improvements located thereon as nearly as possible to the condition existing prior to the Taking so as to ensure continued ingress and egress to and from the LAFC Parcel and the Adjacent Public Roads, without contribution from LAFC, and District shall exercise good faith efforts to replace parking spaces lost in the District Parking Areas as a result of such Taking to the extent such reduction in parking materially and adversely affects LAFC's use and operation of the LAFC Parcel for the Project.

6.3. **LAFC Lease Documents**. Nothing in this OEA is intended to limit or modify any of the terms of the LAFC Lease Documents related to any casualty or Taking, including LAFC's right to receive, use and apply any insurance proceeds or awards related to any casualty or Taking.

7. DEFAULT AND REMEDIES.

7.1. **Default**. The occurrence of any one or more of the following events shall constitute a material default and breach of this OEA by the non-performing Party (the "**Defaulting Party**"): (i) the failure to make any payment required to be made hereunder or under the Supplemental Agreement within fifteen (15) days following receipt of written notice from the other Party (the "**Non-Defaulting Party**"); or (ii) the failure to comply with, satisfy, observe or perform any of the covenants, conditions, restrictions or obligations under this OEA or the Supplemental Agreement, other than as described in clause (i) above, within thirty (30) days after receipt of written notice from the Non-Defaulting Party specifying the nature of the default claimed; provided however, if such default cannot reasonably be cured within said 30-day period, then, provided the Defaulting Party notifies the Non-Defaulting Party of such claimed

inability to cure and the Defaulting Party begins to cure the default within said 30-day period and is diligently pursuing such cure, the Defaulting Party shall be entitled to such additional time as may be reasonable required cure such default with all due diligence.

7.2. **Self-Help**. With respect to any default under Section 7.1(ii) above, any Non-Defaulting Party shall have the right following the expiration of any applicable cure period, if any, but not the obligation, to cure such default by the payment of money or the performance of some other action for the account of and at the expense of the Defaulting Party; provided, however, that in the event such default shall constitute an emergency condition, the Non-Defaulting Party, acting in good faith, shall have the right to cure such default upon such advance notice as is reasonably possible under the circumstances or, if necessary, without advance notice, so long as notice is given as soon as possible thereafter. To effectuate any such cure, the Non-Defaulting Party shall have the right to enter upon the Parcel of the Defaulting Party (but not into any Building) to perform any necessary work or furnish any necessary materials or services to cure the default of the Defaulting Party. Each Party shall be responsible for the default of its Occupants, however, only the Parties hereto (and not any of its Permittees) shall have the right to enforce the terms of this OEA. In the event any Non-Defaulting Party shall cure a default, the Defaulting Party shall reimburse the Non-Defaulting Party for all costs and expenses incurred in connection with such curative action, plus Default Interest, within thirty (30) days after receipt of demand therefor, together with reasonable documentation supporting the expenditures made. In the event the Defaulting Party does not reimburse the Non-Defaulting Party as set forth above, in addition to any other remedy available, the Non-Defaulting Party shall have the right to offset such amount owed against any current or future sum of money due the Defaulting Party until the full amount owed is recovered. Each Party acknowledges and agrees that the right to cure the default of another Party shall not be deemed to: (i) impose any obligation on a Non-Defaulting Party to do so; (ii) render the Non-Defaulting Party liable to the Defaulting Party or any third party for an election not to do so; (iii) relieve the Defaulting Party from any performance obligation hereunder; or (iv) relieve the Defaulting Party from any indemnity obligation as provided in this OEA.

7.3. **Remedies**. Each Non-Defaulting Party shall have the right to prosecute any proceedings at law or in equity against any Defaulting Party hereto, or any other Person, violating or attempting to violate or defaulting upon any of the provisions contained in this OEA, and to recover damages for any such violation or default. Such proceeding shall include the right to restrain by injunction any violation or threatened violation by another Party or Person of any of the terms, covenants or conditions of this OEA, or to obtain a decree to compel performance of any such terms, covenants or conditions, it being agreed that the remedy at law for a breach of any such term, covenant or condition (except those, if any, requiring the payment of a liquidated sum) is not adequate. All of the remedies permitted or available to a Party under this OEA or at law or in equity shall be cumulative and not alternative, and the invocation of any such right or remedy shall not constitute a waiver or election of remedies with respect to any other permitted or available right or remedy.

7.4. **Interest on Late Payments**. Any time a Party fails to pay any sum payable hereunder to another Party within fifteen (15) days after the due date, then such delinquent Party shall pay interest on such unpaid amount at the Default Rate from the due date to and including the date such payment is received by the Party entitled thereto.

7.5. **No Termination**. It is expressly agreed that no breach of or default under this OEA shall entitle any party to terminate this OEA, but such limitation shall not affect in any manner any other rights or remedies which such party may have hereunder or by reason of any breach of or default under this OEA or at law or in equity.

8. GENERAL PROVISIONS.

8.1. **Binding Effect and Covenants**. This OEA and the restrictions created hereby shall inure to the benefit of and be binding upon each Party, its successors and assigns, and upon any Person acquiring a Parcel, or any portion thereof, or any interest therein, whether by operation of law or otherwise. Each term, covenant, condition and agreement contained herein respecting the Parcels shall be a burden on each of the Parcels, shall be appurtenant to and for the benefit of the other Parcels, as the case may be, and each part thereof, and shall run with the land. For clarity, District is also known as the California Science Center pursuant to §4101 of the California Food and Agricultural Code.

8.2. **Notices**. All notices or other communications required or permitted hereunder shall be in writing, and shall be sent by a national overnight courier service to the addresses of the Parties and additional notice parties, as applicable, set forth below. All such notices or other communications shall be deemed received on the date of delivery to the address of the Person to receive such notice so long as such day is not a Saturday, Sunday, or a District or Federal holiday, in which case such notice shall be effective on the following business day.

To District:

Department of General Services
Real Estate Services Division – Sold
707 Third Street, Fifth Floor
P.O. Box 989052
West Sacramento, CA 95798-9052
(916) 375-4025

Office of the Exposition Park Manager
700 Exposition Park Drive
Los Angeles, CA 90037
(213) 744-7458

Natural Resources Agency
1416 Ninth Street, Suite 1311
Sacramento, CA 95814
Attn: Secretary, Natural Resources Agency
(916) 653-5656

To LAFC:

LAFC Sports, LLC
4751 Wilshire Boulevard, Suite 333
Los Angeles, CA 90010
Attention: EVP Legal and Business Affairs

with copies to:

Seyfarth Shaw LLP
131 South Dearborn Street, Suite 2400
Chicago, IL 60603
Attention: Gregg M. Dorman, Esq.
Email: gdorman@seyfarth.com

Major League Soccer, L.L.C.
420 Fifth Avenue, 7th Floor
New York, NY 10018
Attention: Deputy Commissioner
Email: mark.abbott@MLSsoccer.com

and

Proskauer Rose LLP
Eleven Times Square
New York, NY 10036
Attention: Jon H. Oram, Esq.
Email: JOram@proskauer.com

The address to which notices must be given pursuant to this OEA to any Party or notice party may be changed by written notice given by the subject Party to the other Parties as provided in this Section 9.2. The Parties acknowledge that email addresses and telephone or fax numbers are provided herein for convenience of the Parties only and shall not be deemed to modify the terms of this OEA related to the manner in which any notice or other written communication is to be provided hereunder, except as otherwise expressly provided in this OEA.

8.3. **Waiver**. The failure of a Party to insist upon strict performance of any of the terms, covenants, conditions or agreements contained herein shall not be deemed a waiver of any rights or remedies that said Party may have, and shall not be deemed a waiver of any subsequent breach or default in the performance of any of the covenants, conditions and restrictions contained herein by the same or any other Person.

8.4. **Partial Invalidity**. If any term or provision of this OEA or the application hereof to any Person or circumstance shall to any extent be invalid or unenforceable, then the remainder of this OEA and the application of such term or provision to other Persons or circumstances shall be unaffected thereby, and each term and provision of this OEA shall be valid and enforceable to the fullest extent permitted by law.

8.5. **No Partnership**. The provisions of this OEA are not intended to create, nor shall they in any way be interpreted or construed to create, a joint venture, partnership or any other similar relationship between the Parties. Each Party shall be considered a separate Party and no Party shall have the right to act as agent for another, unless expressly authorized to do so herein or by separate written instrument signed by the party to be charged.

8.6. **Amendment; Termination**. This OEA may not be modified or terminated except by a written instrument duly executed and acknowledged by the Parties, duly recorded in the office of the Official Records of the County.

8.7. **Not a Public Dedication.** Nothing herein contained shall be deemed to be a gift or dedication of any portion of the Project or of any portion thereof to the general public, or for any public use or purpose whatsoever. No right, privileges or immunities of any Party hereto shall inure to the benefit of any third party, nor shall any third party be deemed to be a beneficiary of any of the provisions contained herein except with respect to the provisions of this OEA that expressly reference USC and/or its rights, as to which provisions USC shall be and constitute a direct, intended third-party beneficiary and shall have the right to enforce such provisions against the Parties hereto.

8.8. **Time of Essence; Force Majeure**. Time is of the essence with respect to the performance of each obligation of this OEA. Whenever performance is required by any Person hereunder, such Person shall use all due diligence to perform and take all necessary measures in good faith to perform; provided, however, that if completion of performance shall be delayed at any time by reason of acts of God, war, civil commotion, riots, strikes, picketing or other labor disputes, unavailability of labor or materials, damage to work in progress by reason of fire or other casualty, or any other cause beyond

the reasonable control of such Person, then the time for performance as herein specified shall be extended by the amount of the delay actually so caused. Notwithstanding the foregoing, the provisions of this section shall not operate to excuse any Party from the prompt payment of any monies required by this OEA to be paid.

8.9. **Mortgagee Protection**. Notwithstanding anything in this OEA to the contrary, no breach of this OEA shall defeat or render invalid the lien of any mortgage or deed of trust held by any Lienholder made in good faith and for value, but this OEA shall be binding upon and effective against any party hereto whose title is acquired by foreclosure, trustee's sale, deed or conveyance in lieu of foreclosure or otherwise.

8.10. **Limitation of Liability**. None of the Persons comprising a Party (whether partners, shareholders, officers, directors, members, trustees, employees, beneficiaries or otherwise) shall ever be personally liable for any judgment obtained against a Party. Each Party agrees to look solely to the interest in the Parcel of a Defaulting Party for recovery of damages for any breach of this OEA; provided, however, the foregoing shall not in any way impair, limit or prejudice the right of a Party to pursue equitable relief in connection with any term, covenant or condition of this OEA, including a proceeding for temporary restraining order, preliminary injunction, permanent injunction or specific performance, and recover all costs, including Interest thereon, relating to such enforcement action.

8.11. **Estoppel Certificate**. Each Party agrees that it will issue within thirty (30) days after receipt of written request from the other Party (and, in the case of LAFC, from MLS), or its Lienholder or prospective Lienholder or successor, an estoppel certificate stating to the best of the issuer's knowledge as of such date: (i) whether it knows of any default under this OEA by the requesting Party, and if there are known defaults, specifying the nature thereof in reasonable detail; (ii) whether this OEA has been assigned, modified or amended in any way by it and if so, then stating the nature thereof in reasonable detail; and (iii) whether this OEA is in full force and effect. The parties acknowledge that such certificates may be relied upon by the requesting party, including transferees, Lienholders and leaseback lessors.

8.12. **Attorneys' Fees**. In the event any Party initiates or defends any legal action or proceeding to enforce or interpret any of the terms of this OEA, the prevailing Party or Parties in any such action or proceeding shall be entitled to recover from the non-prevailing Party in any such action or proceeding its reasonable costs and attorneys' fees (including its reasonable costs and attorneys' fees on any appeal). All such costs and attorneys' fees shall be deemed to have accrued on commencement of any legal action or proceeding and shall be enforceable whether or not such legal action or proceeding is prosecuted to judgment.

8.13. **Bankruptcy Integration**. District acknowledges that as a result of the integrated nature of the LAFC Lease Documents, including this OEA and LAFC Rights with certain of the Master Agreements (as defined in the LAFC NDA), and notwithstanding that such agreements are contained in separate documents, the intention is for the LAFC Lease Documents and LAFC Lease Rights and the applicable Master Agreements related thereto to be one integrated and indivisible contractual arrangement for purposes of Bankruptcy Law (as defined in the LAFC Lease). District acknowledges and agrees that it will not contest or challenge the enforceability or applicability of the bankruptcy integration provision in any of the LAFC Lease Documents, including this Section 8.13 so that LAFC has the necessary assurances required with respect to the LAFC Lease and its substantial investment in the Land, including the assurance that in any bankruptcy proceeding (A) of LAFC's then current landlord, if such landlord is then also a tenant under a lease with respect to the Land, such current landlord will not have the right to accept its lease and reject the LAFC Lease, but rather may only accept both or reject both, and (B) an acceptance of some but not all of the LAFC Lease Documents will not be allowed so that any Party to this

OEA that is the debtor in any bankruptcy proceeding may not accept the LAFC Lease but reject any of the other LAFC Lease Documents, including this OEA, it being expressly understood and agree that the intention of the Parties is that the LAFC NDA, the Tri-Party Agreement and this OEA may not be rejected by any Party hereto so that the LAFC Lease remains in effect without the benefit of such LAFC Lease Documents. In addition, the Parties further agree that to the extent any bankruptcy court determines that any of the foregoing documents or rights are not integrated despite the intention of the Parties in the LAFC Lease Documents and/or the LAFC Lease Documents or any of them are rejected, then LAFC shall in any event retain its possessory rights under Section 365(h)(i)(A)(ii), if any, with respect to the Land upon the same terms, conditions and provisions as contained in the LAFC Lease, including with the benefit of all LAFC Lease Rights.

8.14. **Governing Law**. This OEA shall be governed by, enforced and construed in accordance with the laws of the State of California.

8.15. **Captions**. The captions and headings in this OEA are for reference only and shall not be deemed to define or limit the scope or intent of any of the terms, covenants, conditions or agreements contained herein.

8.16. **Recording**. This OEA may be recorded by LAFC at any time in the Official Records of the County.

8.17. **Authority**. Each Party hereby represents and warrants to each other Party that (i) all authorizations or actions required to authorize the execution, delivery and performance of this OEA by such Party have been taken or obtained, (ii) the Persons executing and delivering this OEA on such Party's behalf are duly authorized and empowered to do so, (iii) this OEA is the legal, valid and binding obligation of such Party, enforceable against such Party in accordance with its terms, and (iv) there is no other Person that has any interest in such Party, or its Parcel whose consent is required to render any of the terms of this OEA effective or binding upon such Party.

[remainder of page left intentionally blank; signature pages to follow]

IN WITNESS WHEREOF, the Parties hereto have caused this OEA to be executed as of the day and year first above written.

District: **SIXTH DISTRICT AGRICULTURAL ASSOCIATION**,
an Institution of the State of California

By:_____
Name:_____
Title:_____

CALIFORNIA NATURAL RESOURCES AGENCY,
an agency of the State of California

By:_____
Name:_____
Title:_____

DEPARTMENT OF GENERAL SERVICES,
a department of the State of California

By:_____
Name:_____
Title:_____

APPROVED AS TO FORM:

Department of General Services,
Office of Legal Services

By:_____
Name:_____
Title:_____

DISTRICT ACKNOWLEDGEMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
) ss
COUNTY OF _____)

On _____, 2015, before me, _____, Notary Public, personally appeared_____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature_____ (Seal)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
) ss
COUNTY OF _____)

On _____, 2015, before me, _____, Notary Public, personally appeared_____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature_____ (Seal)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
) ss
COUNTY OF _____)

On _____, 2015, before me, _____, Notary Public, personally appeared_____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature_____ (Seal)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
) ss
COUNTY OF _____)

On _____, 2015, before me, _____, Notary Public, personally appeared_____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature_____ (Seal)

LAFC: **LAFC SPORTS, LLC**,
a Delaware limited liability company

By:_____
Name:_____
Title:_____

LAFC ACKNOWLEDGEMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
) ss
COUNTY OF _____)

On _____, 2015, before me, _____, Notary Public, personally appeared_____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

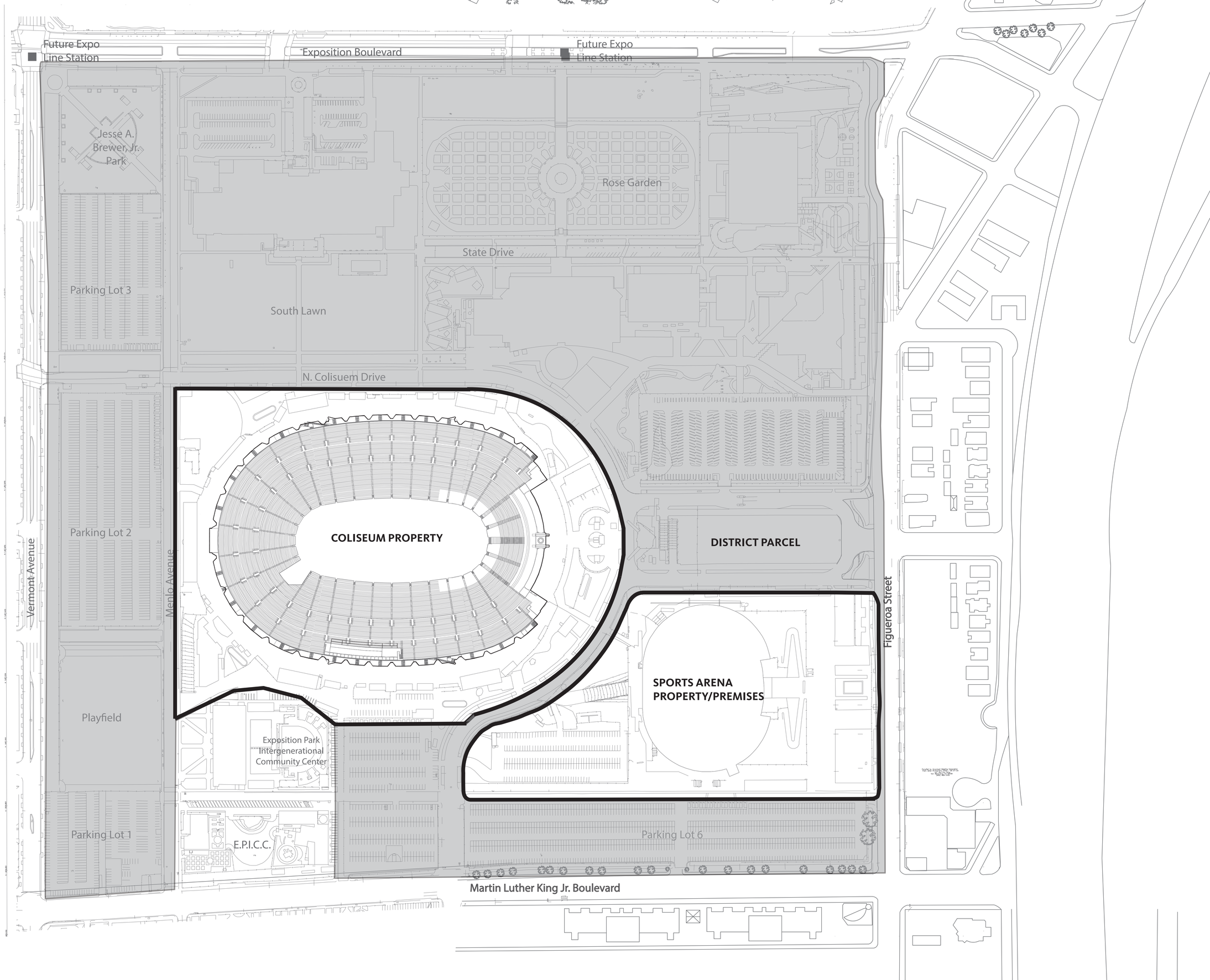
WITNESS my hand and official seal.

Signature_____ (Seal)

EXHIBIT A

Site Plan

[See the following two (2) pages containing illustrative renderings of (i) District Parcel and the Sports Arena Property as of the date of the OEA, and (ii) the District Parcel and the Sports Arena Property as improved with the Project. The boundary of the Sports Arena Property and the improvements shown on the attached site plans are for illustration purposes only and no representation or warranty is made with respect thereto. For clarity, Exhibit B attached to this OEA provides the precise boundary description of the District Parcel, and Exhibit C attached to this OEA provides the precise boundary description of the Sports Arena Property.]


Future Expo Line Station
Exposition Boulevard
Future Expo Line Station
Jesse A. Brewer, Jr. Park
Rose Garden
State Drive
Parking Lot 3
South Lawn
N. Colisuem Drive
Parking Lot 2
COLISEUM PROPERTY
DISTRICT PARCEL
Vermont Avenue
Menlo Avenue
Figueroa Street
SPORTS ARENA PROPERTY/PREMISES
Playfield
Exposition Park Intergenerational Community Center
Parking Lot 1
E.P.I.C.C.
Parking Lot 6
Martin Luther King Jr. Boulevard

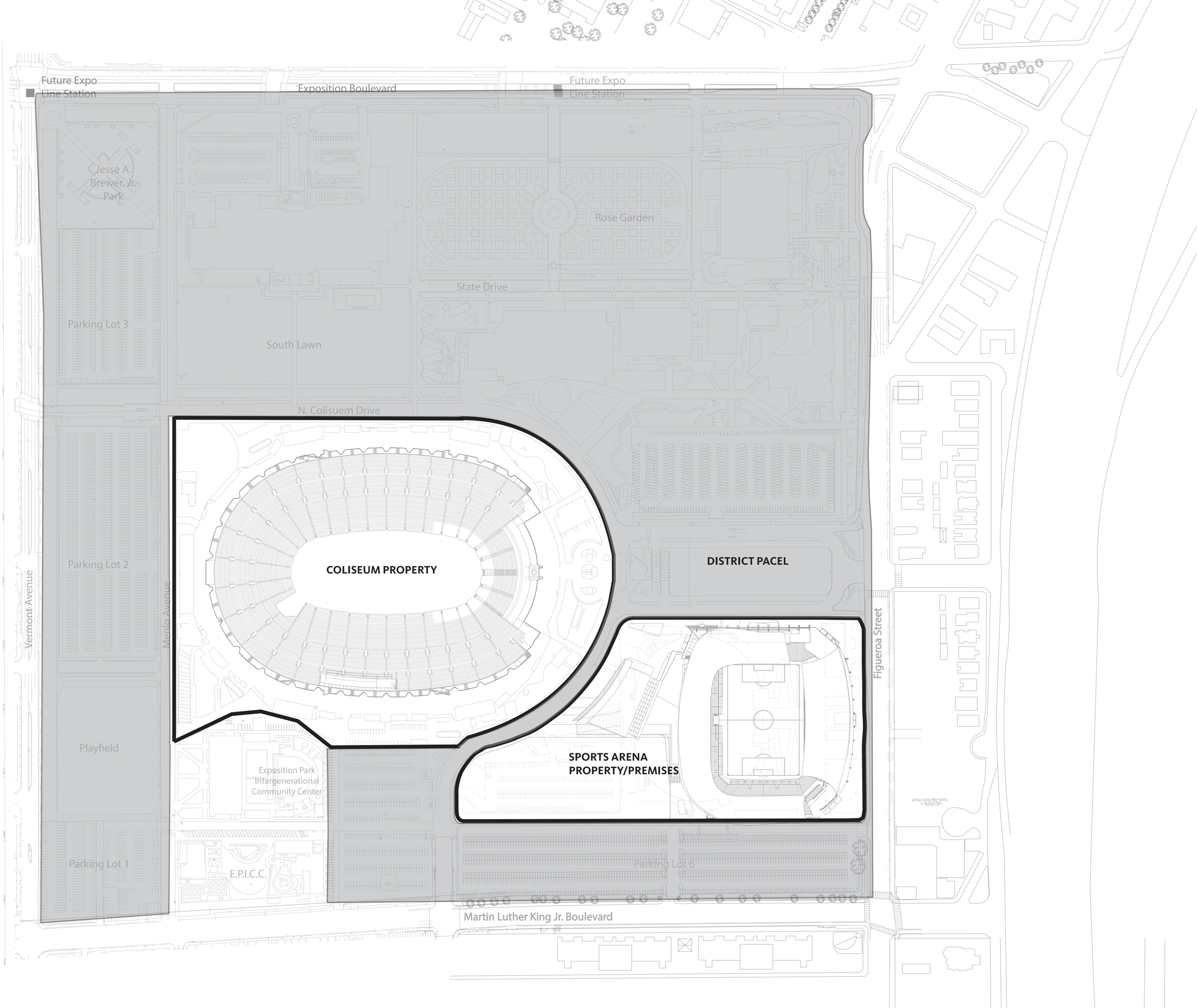

Future Expo
Line Station
Exposition Boulevard
Future Expo
Line Station
Jesse A.
Brewer, Jr.
Park
Rose Garden
State Drive
Parking Lot 3
South Lawn
N. Colisuem Drive
Parking Lot 2
COLISEUM PROPERTY
DISTRICT PACEL
Vermont Avenue
Menlo Avenue
Figueroa Street
Playfield
SPORTS ARENA
PROPERTY/PREMISES
Exposition Park
Intergenerational
Community Center
Parking Lot 1
E.P.I.C.C.
Parking Lot 6
Martin Luther King Jr. Boulevard

EXHIBIT B

Legal Description of District Parcel

All that real estate located in the City and County of Los Angeles, in the State of California, and lying within the following boundaries: the westerly right of way line of Figueroa Street as dedicated; the northerly right of way line of Martin Luther King, Jr. Blvd. as dedicated; the easterly right of way line of Vermont Ave., as dedicated; and by the southerly right of way line of Exposition Blvd., as dedicated; LESS AND EXCEPTING THEREFROM the following described parcels A through D (inclusive):

A) *The Coliseum Parcel*:

A portion of the Southern District Agricultural Park and Adjoining Lots, in the City of Los Angeles, County of Los Angeles, State of California, as per Map recorded in Book 4, Page 352 of Miscellaneous Records, Records of said County, described as follows:

Beginning at a point on the westerly line of Figueroa Street, 100.00 feet wide, as shown on Record of Survey, in said City, as per Map filed in Book 90, Pages 19 through 23, inclusive, of Records of Survey, distant along said westerly line North 00°03’55” West 701.36 feet from the northerly line of Tract No. 4719, in said City, as per Map recorded in Book 52, Page 48 of Maps; thence South 89°57’05” West 726.14 feet; thence South 56°15’25” West 111.63 feet to the northwesterly edge of the northwesterly curb of the paved roadway known as South Coliseum Drive, as described in the unrecorded Coliseum Lease dated January 3, 1956, being the True Point of Beginning; thence northeasterly, northerly, northwesterly and westerly along said northwesterly edge of curb, the westerly edge of the westerly curb, the southwesterly edge of the southwesterly curb and the southerly edge of the southerly curb of said paved roadway known as South Coliseum Drive, the following eight (8) courses:

1. North 24°13’25” East 63.55 feet; to the beginning of a curve, concave westerly, having a radius of 160.50 feet; thence

2. Northerly along said curve 68.04 feet through a central angle of 24°17’20”; thence

3. North 00°03’55” West 126.03 feet to the beginning of a curve, concave westerly, having a radius of 160.50 feet; thence

4. Northerly along said curve, 68.04 feet through a central angle of 24°17’20”; thence

5. North 24°21’15” West 92.88 feet to-the beginning of a curve, concave southwesterly, having a radius of 519.50 feet; thence

6. Northwesterly along said curve, 231.72 feet through a central angle of 25°33’22” to the beginning of a compound curve, concave

southwesterly, having a radius of 401.50 feet, a radial line to said beginning bears North 40°05’23” East; thence

7. Northwesterly and westerly along said curve, 280.58 feet through a central angle of 40°02’23”; thence

8. North 89’57’00” West 922.54 feet to the easterly line of Bill Robertson Lane (formerly Agricultural Avenue), 60.00 wide, as shown on said Southern District Agricultural Park and Adjoining Lots; thence

leaving said southerly edge of curb, southerly along said easterly line of Bill Robertson Lane, South 00°06’04” West 1030.42 feet to the southwesterly corner of said unrecorded Coliseum Lease; thence northeasterly, easterly, and southeasterly along the southerly line of said unrecorded Coliseum Lease the following eleven (11) courses:

1. North 60°56’49” East 116.22 feet; thence

2. North 65°14’59” East 35.21 feet; thence

3. North 73°29’44” East 43.02 feet; thence

4. North 83°36’54” East 60.59 feet; thence

5. North 88°46’34” East 55.47 feet; thence

6. South 86°32’11” East 37.49 feet; thence

7. South 84°13’36” East 52.11 feet; thence

8. South 77°16’26” East 37.46 feet; thence

9. South 20°48’26” East 60.08 feet; thence

10. South 67°37’31” East 85.52 feet; thence

11. South 89°46’16” East 366.95 feet to said northwesterly edge of the northwesterly curb of said paved roadway known as South Coliseum Drive, said point being on a non-tangent curve, concave southeasterly, having a radius of 198.50 feet, a radial line to said point bears North 43°10’17” West; thence

northeasterly along said northwesterly edge of curb the following three (3) courses:

1. Northeasterly along said last mentioned curve, 101.70 feet through a central angle of 29°21’21” to the beginning of a reverse curve, concave northerly, having a radius of 519.50 feet, a radial line to said beginning bears South 13°48’57” East; thence

2. Northeasterly along said curve, 471.13 feet through a central angle of 51°57’38”; thence

3. North 24°13’25” East 29.33 feet to the True Point of Beginning.

B) *The Sports Arena Parcel*:

The land referred to herein below is situated in the City of Los Angeles, in the County of Los Angeles, State of California, and is described as follows:

Parcel 1:

That portion of Southern District Agricultural Park and Adjoining Lots, in the City of Los Angeles, County of Los Angeles, State of California, as shown on Map recorded in Book 4, Page 352 of Miscellaneous Records, Book 4, Page 352, of Miscellaneous Records, in the Office of the County Recorder of said County, bounded by the following described lines:

Commencing at the intersection of the westerly line of Figueroa Street, 100 feet wide, with the northerly line of Tract No. 4719, as shown on Map recorded in Book 52, Page 48, of Maps, in the office of said recorder; thence along said westerly line, North 00° 07’ 55” West 40.60 feet to the true point of beginning; thence along said westerly line, North 00° 07’ 55” West 640.76 feet; thence South 89° 53’ 05” West 726.00 feet to the beginning of a tangent curve concave to the southeast, having a radius of 51.05 feet; thence southwesterly along said curve, through a central angle of 71° 20’ 46”, a distance of 63.57 feet to the beginning of a tangent curve concave to the northwest, having a radius of 559 feet; thence southwesterly along said last mentioned curve, through a central angle of 57° 10’ 50”, a distance of 557.88 feet to the beginning of a tangent curve, concave to the southeast, having a radius of 164.91 feet; thence southwesterly, along said last mentioned curve, through a central angle of 75° 50’ 49”, a distance of 218.30 feet; thence tangent to said curve, south 0° 07’ 40” east 59.64 feet to the beginning of a tangent curve, concave to the northeast, having a radius of 20 feet, said curve being tangent at its southeasterly terminus, to a line which is parallel with the northerly line of said Tract No. 4719, and passes through the true point of beginning; thence southeasterly, along said curve, through a central angle of 89° 50’ 35”, a distance of 31.36 feet to said parallel line; thence along said parallel line, South 89° 58’ 15” East 1271.95 feet to the true point of beginning.

Except all that portion of said land lying westerly of a line parallel with and distant westerly 850 feet, measured at right angles, from the westerly line of said Figueroa Street.

Also except any portion included within Lot P of said Southern District Agricultural Park and Adjoining Lots.

Parcel 2:

That portion of Southern District Agricultural Park and Adjoining Lots, in the City of Los Angeles, County of Los Angeles, State of California, as shown on Map recorded in Book 4, Page 352 of Miscellaneous Records, Book 4, Page 352, of Miscellaneous Records, in the Office of the County Recorder of said County, bounded by the following described lines:

Commencing at the intersection of the westerly line of Figueroa Street, 100 feet wide, with the northerly line of Tract No. 4719, as shown on Map recorded in Book 52, Page 48, of Maps, in the office of said recorder; thence along said westerly line, North 00° 07’ 55” West 40.60 feet to the true point of beginning; thence along said westerly line, North 00° 07’ 55” West 640.76 feet; thence South 89° 53’ 05” West 726.00 feet to the beginning of a tangent curve concave to the southeast, having a radius of 51.05 feet; thence southwesterly along said curve, through a central

angle of 71° 20’ 46”, a distance of 63.57 feet to the beginning of a tangent curve concave to the northwest, having a radius of 559 feet; thence southwesterly along said last mentioned curve, through a central angle of 57° 10’ 50”, a distance of 557.88 feet to the beginning of a tangent curve, concave to the southeast, having a radius of 164.91 feet; thence southwesterly, along said last mentioned curve, through a central angle of 75° 50’ 49”, a distance of 218.30 feet; thence tangent to said curve, south 0° 07’ 40” east 59.64 feet to the beginning of a tangent curve, concave to the northeast, having a radius of 20 feet, said curve being tangent at its southeasterly terminus, to a line which is parallel with the northerly line of said Tract No. 4719, and passes through the true point of beginning; thence southeasterly, along said curve, through a central angle of 89° 50’ 35”, a distance of 31.36 feet to said parallel line; thence along said parallel line, south 89° 58’ 15” east 1271.95 feet to the true point of beginning,

Except all that portion of said land lying easterly of a line parallel with and distant westerly 850 feet, measured at right angles, from the westerly line of said Figueroa Street.

Parcel 3:

Lot P of Southern District Agricultural Park and Adjoining Lots, in the City of Los Angeles, County of Los Angeles, State of California, as shown on Map recorded in Book 4, Page 352 of Miscellaneous Records, Book 4, Page 352, of Miscellaneous Records, in the Office of the County Recorder of said County.

Except from said Lot P, that portion described as follows:

Commencing at the intersection of the westerly line of Figueroa Street, 100 feet wide, with the northerly line of Tract No. 4719, as shown on Map recorded in Book 52, Page 48, of Maps, in the office of the county recorder of said County; thence along said westerly line, N00°03’50”W 40.60 feet; thence continuing along said westerly line, N00°03’50”W 640.76 feet to the true point of beginning of this exception parcel; thence S89°57’10”W, 222.00 feet to the west line of said Lot P; thence N00°03’50”W, along said west line, 43.16 feet to the northwest corner of said Lot P; thence S89°52’37”E, along the north line of said Lot P, 222.00 feet to the northwest corner of said Lot P, said point being on the westerly line of Figueroa Street; thence S00°03’50”E, along said westerly line, 42.50 feet to the true point of beginning.

Except therefrom all oil, gas and other hydrocarbon substances and minerals lying in and under said land above described or produced and saved therefrom; and further excepting the sole and exclusive rights to drill into, from and through said land for, producing and developing oil, gas and other hydrocarbon substances and minerals by means of slant drilling operations conducted from surface locations outside said land, into or thorough said land, to producing intervals either within or beyond said land; all subject however, without however the right to enter upon the surface of said land or into the upper 500 feet thereof measured vertically from said surface, as reserved by the City of Los Angeles, a municipal corporation, in grant deed recorded June 19, 2009 as Instrument No. 20090927601, Official Records.

Also known as:

That portion of Southern District Agricultural Park and Adjoining Lots, in the City of Los Angeles, County of Los Angeles, State of California, as shown on Map Recorded in Book 4, Page 352 of Miscellaneous Records, Book 4, Page 352, of Miscellaneous Records, in the Office of the County Recorder of said County, bounded by the following described lines:

Commencing at the intersection of the westerly line of Figueroa Street, 100 feet wide, with the northerly line of Tract No. 4719, as shown on Map recorded in Book 52, Page 48, of Maps, in the Office of the County Recorder of said County; thence along said westerly line, North 00° 03' 50" West 40.60 feet to the true point of beginning; thence along said westerly line, North 00° 03' 50" West 640.76 feet; thence South 89° 57' 10" West 726.00 feet to the beginning of a reverse curve concave to the southeast, having a radius of 51.05 feet; thence southwesterly along said curve, through a central angle of 71° 20' 46", a distance of 63.57 feet to the beginning of a tangent curve concave to the northwest, having a radius of 559 feet; thence southwesterly along said last mentioned curve, through a central angle of 57° 10' 50", a distance of 557.88 feet to the beginning of a reverse curve, concave to the southeast, having a radius of 164.91 feet; thence southwesterly, along said last mentioned curve, through a central angle of 75° 50' 49", a distance of 218.30 feet; thence tangent to said curve, South 0° 03' 35" East 59.95 feet to the beginning of a tangent curve, concave to the northeast, having a radius of 20 feet, said curve being tangent at its southeasterly terminus, to a line which is parallel with the northerly line of said Tract No. 4719, and passes through the true point of beginning; thence southeasterly, along said curve, through a central angle of 89° 51' 15", a distance of 31.37 feet to said parallel line; thence along said parallel line, South 89° 58' 15" East 1271.98 feet to the true point of beginning.

The basis of bearings for the above described land is based on the California Coordinates System (CCS 83), Zone 5, 1983 Datum, defined by Sections 8801 to 8819 of the California Public Resources Code.

C) The *City Parcel*:

The north 120 feet of Lot 1 in Block "A" of Tract No. 4719, in the City of Los Angeles, County of Los Angeles, State of California, as per Map recorded in Book 52, Page 48 of Maps, in the Office of the County Recorder of said County.

ALSO, that portion of that certain vacated alley adjacent northerly to Lot 1 in Block "A" of Tract No. 4719, in the City of Los Angeles, County of Los Angeles, State of California, as per Map recorded in Book 52, Page 48 of Maps, in the Office of the County Recorder of said County, which is bounded easterly and westerly by the northerly prolongation of the easterly and westerly lines respectively of said Lot 1.

ALSO, That portion of Southern California District Agricultural Park and Adjoining Lots, in the City of Los Angeles, County of Los Angeles, State of California, as shown on Map recorded in Book 4, Page 352 of Miscellaneous Records, and those portions of Lots 1, 2, 3, 4 and 5 in Block "A" of Tract 4719, in the City of Los Angeles, County of Los Angeles, State of California, as shown on Map recorded in Book 52, Page 48 of Maps, in the Office of the County Recorder of said County, together with that portion of the that vacated alley adjacent northerly to said Lots by Ordinance No. 115,592 of the City of Los Angeles, recorded March 11, 1960 as Instrument No. 4675 in the Office of the County Recorder of said County, described as follows: BEGINNING at the southwesterly corner of Lot 1 of Tract No. 4719 as shown on Map recorded in Book 52, Page 48 of Maps in said Recorder's Office; thence along the westerly line of said Lot 1, said westerly line being the easterly line of Menlo Avenue, 60 feet in width, formerly Agricultural Avenue, as shown on said Map of Tract No. 4719 and shown on said Map of Southern California District Agricultural Park and Adjoining Lots, N0°05'21"W 118.66 feet to a point on the southerly line of the north 120.00 feet of said Lot 1; thence along said southerly line N89°54'34"E 140.00 feet to the easterly line of said Lot 1; thence along said easterly line and its northerly prolongation of said Lot 1 N0°05'07"W 142.00 feet to a point on the northerly line of the alley, 22 feet in width, now vacated, shown on said Map of Tract No. 4719; thence along said northerly line of said alley

S89°54’34”W 140.00 to said easterly line of Menlo Avenue; thence along said easterly line of Menlo Avenue N0°05’21”W 283.55 feet to the southerly line of the unrecorded Coliseum Lease dated January 3,1956 as shown on Record of Survey filed in Book 90, Pages 19 to 23 inclusive of Records of Surveys, in said Recorder’s Office; thence along the southerly line of said unrecorded lease as shown on said record of survey the following 10 courses:

1	N60°03’24”E 116.21 feet;
2	Thence N65°03’34”E 35.21 feet
3	Thence N73°18’19”E 43.02 feet
4	Thence N83°25’29”E 60.59 feet
5	Thence N88°35’09”E 55.47 feet
6	Thence S86°43’36”E 37.49 feet
7	Thence S84°25’01”E 52.11 feet
8	Thence S77°27’51”E 37.46 feet
9	Thence S20°59’51”E 60.08 feet
10	Thence S67°48’56”E 53.22 feet

Thence leaving said southerly line S0°04’45”E 514.81 feet to a point on the south line of Lots 1 to 5 inclusive of said Tract No. 4719, said south line also being the north line of Martin Luther King Jr. Boulevard, shown on said Record of Survey as Santa Barbara Avenue, 90 feet in width, said point lying N86°27’15”E 487.64 feet along said line from said southwest corner of said Lot 1; thence along said southerly line S86°27’15”W 487.64 feet to said POINT OF BEGINNING.

D) Any portion of said land taken or used for public rights-of-way.

Said real estate in question being a portion of the land commonly known as Exposition Park

EXHIBIT C

Legal Description of Land (a/k/a LAFC Parcel)

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF LOS ANGELES, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

PARCEL 1:

THAT PORTION OF SOUTHERN DISTRICT AGRICULTURAL PARK AND ADJOINING LOTS, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS SHOWN ON MAP RECORDED IN BOOK 4, PAGE 352 OF MISCELLANEOUS RECORDS, BOOK 4, PAGE 352, OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, BOUNDED BY THE FOLLOWING DESCRIBED LINES:

COMMENCING AT THE INTERSECTION OF THE WESTERLY LINE OF FIGUEROA STREET, 100 FEET WIDE, WITH THE NORTHERLY LINE OF TRACT NO. 4719, AS SHOWN ON MAP RECORDED IN BOOK 52, PAGE 48, OF MAPS, IN THE OFFICE OF SAID RECORDER; THENCE ALONG SAID WESTERLY LINE, NORTH 00° 07' 55" WEST 40.60 FEET TO THE TRUE POINT OF BEGINNING; THENCE ALONG SAID WESTERLY LINE, NORTH 00° 07' 55" WEST 640.76 FEET; THENCE SOUTH 89° 53' 05" WEST 726.00 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 51.05 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 71° 20' 46", A DISTANCE OF 63.57 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 559 FEET; THENCE SOUTHWESTERLY ALONG SAID LAST MENTIONED CURVE, THROUGH A CENTRAL ANGLE OF 57° 10' 50", A DISTANCE OF 557.88 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 164.91 FEET; THENCE SOUTHWESTERLY, ALONG SAID LAST MENTIONED CURVE, THROUGH A CENTRAL ANGLE OF 75° 50' 49", A DISTANCE OF 218.30 FEET; THENCE TANGENT TO SAID CURVE, SOUTH 0° 07' 40" EAST 59.64 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 20 FEET, SAID CURVE BEING TANGENT AT ITS SOUTHEASTERLY TERMINUS, TO A LINE WHICH IS PARALLEL WITH THE NORTHERLY LINE OF SAID TRACT NO. 4719, AND PASSES THROUGH THE TRUE POINT OF BEGINNING; THENCE SOUTHEASTERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 89° 50' 35", A DISTANCE OF 31.36 FEET TO SAID PARALLEL LINE; THENCE ALONG SAID PARALLEL LINE, SOUTH 89° 58' 15" EAST 1271.95 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPT ALL THAT PORTION OF SAID LAND LYING WESTERLY OF A LINE PARALLEL WITH AND DISTANT WESTERLY 850 FEET, MEASURED AT RIGHT ANGLES, FROM THE WESTERLY LINE OF SAID FIGUEROA STREET.

ALSO EXCEPT ANY PORTION INCLUDED WITHIN LOT P OF SAID SOUTHERN DISTRICT AGRICULTURAL PARK AND ADJOINING LOTS.

PARCEL 2:

THAT PORTION OF SOUTHERN DISTRICT AGRICULTURAL PARK AND ADJOINING LOTS, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS SHOWN ON MAP RECORDED IN BOOK 4, PAGE 352 OF MISCELLANEOUS RECORDS, BOOK

4, PAGE 352, OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, BOUNDED BY THE FOLLOWING DESCRIBED LINES:

COMMENCING AT THE INTERSECTION OF THE WESTERLY LINE OF FIGUEROA STREET, 100 FEET WIDE, WITH THE NORTHERLY LINE OF TRACT NO. 4719, AS SHOWN ON MAP RECORDED IN BOOK 52, PAGE 48, OF MAPS, IN THE OFFICE OF SAID RECORDER; THENCE ALONG SAID WESTERLY LINE, NORTH 00° 07' 55" WEST 40.60 FEET TO THE TRUE POINT OF BEGINNING; THENCE ALONG SAID WESTERLY LINE, NORTH 00° 07' 55" WEST 640.76 FEET; THENCE SOUTH 89° 53' 05" WEST 726.00 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 51.05 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 71° 20' 46", A DISTANCE OF 63.57 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 559 FEET; THENCE SOUTHWESTERLY ALONG SAID LAST MENTIONED CURVE, THROUGH A CENTRAL ANGLE OF 57° 10' 50", A DISTANCE OF 557.88 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 164.91 FEET; THENCE SOUTHWESTERLY, ALONG SAID LAST MENTIONED CURVE, THROUGH A CENTRAL ANGLE OF 75° 50' 49", A DISTANCE OF 218.30 FEET; THENCE TANGENT TO SAID CURVE, SOUTH 0° 07' 40" EAST 59.64 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 20 FEET, SAID CURVE BEING TANGENT AT ITS SOUTHEASTERLY TERMINUS, TO A LINE WHICH IS PARALLEL WITH THE NORTHERLY LINE OF SAID TRACT NO. 4719, AND PASSES THROUGH THE TRUE POINT OF BEGINNING; THENCE SOUTHEASTERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 89° 50' 35", A DISTANCE OF 31.36 FEET TO SAID PARALLEL LINE; THENCE ALONG SAID PARALLEL LINE, SOUTH 89° 58' 15" EAST 1271.95 FEET TO THE TRUE POINT OF BEGINNING,

EXCEPT ALL THAT PORTION OF SAID LAND LYING EASTERLY OF A LINE PARALLEL WITH AND DISTANT WESTERLY 850 FEET, MEASURED AT RIGHT ANGLES, FROM THE WESTERLY LINE OF SAID FIGUEROA STREET **.**

PARCEL 3:

LOT P OF SOUTHERN DISTRICT AGRICULTURAL PARK AND ADJOINING LOTS, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS SHOWN ON MAP RECORDED IN BOOK 4, PAGE 352 OF MISCELLANEOUS RECORDS, BOOK 4, PAGE 352, OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT FROM SAID LOT P, THAT PORTION DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE WESTERLY LINE OF FIGUEROA STREET, 100 FEET WIDE, WITH THE NORTHERLY LINE OF TRACT NO. 4719, AS SHOWN ON MAP RECORDED IN BOOK 52, PAGE 48, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY; THENCE ALONG SAID WESTERLY LINE, N00°03'50"W 40.60 FEET; THENCE CONTINUING ALONG SAID WESTERLY LINE, N00°03'50"W 640.76 FEET TO THE TRUE POINT OF BEGINNING OF THIS EXCEPTION PARCEL; THENCE S89°57'10"W, 222.00 FEET TO THE WEST LINE OF SAID LOT P; THENCE N00°03'50"W, ALONG SAID WEST LINE, 43.16 FEET TO THE NORTHWEST CORNER OF SAID LOT P; THENCE S89°52'37"E, ALONG THE NORTH LINE OF SAID LOT P, 222.00 FEET TO THE NORTHWEST CORNER OF SAID LOT P, SAID POINT BEING ON THE WESTERLY LINE OF FIGUEROA STREET; THENCE

S00°03'50"E, ALONG SAID WESTERLY LINE, 42.50 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPT THEREFROM ALL OIL, GAS AND OTHER HYDROCARBON SUBSTANCES AND MINERALS LYING IN AND UNDER SAID LAND ABOVE DESCRIBED OR PRODUCED AND SAVED THEREFROM; AND FURTHER EXCEPTING THE SOLE AND EXCLUSIVE RIGHTS TO DRILL INTO, FROM AND THROUGH SAID LAND FOR, PRODUCING AND DEVELOPING OIL, GAS AND OTHER HYDROCARBON SUBSTANCES AND MINERALS BY MEANS OF SLANT DRILLING OPERATIONS CONDUCTED FROM SURFACE LOCATIONS OUTSIDE SAID LAND, INTO OR THOROUGH SAID LAND, TO PRODUCING INTERVALS EITHER WITHIN OR BEYOND SAID LAND; ALL SUBJECT HOWEVER, WITHOUT HOWEVER THE RIGHT TO ENTER UPON THE SURFACE OF SAID LAND OR INTO THE UPPER 500 FEET THEREOF MEASURED VERTICALLY FROM SAID SURFACE, AS RESERVED BY THE CITY OF LOS ANGELES, A MUNICIPAL CORPORATION, IN GRANT DEED RECORDED JUNE 19, 2009 AS INSTRUMENT NO. 20090927601, OFFICIAL RECORDS.

ALSO KNOWN AS:

THAT PORTION OF SOUTHERN DISTRICT AGRICULTURAL PARK AND ADJOINING LOTS, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS SHOWN ON MAP RECORDED IN BOOK 4, PAGE 352 OF MISCELLANEOUS RECORDS, BOOK 4, PAGE 352, OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, BOUNDED BY THE FOLLOWING DESCRIBED LINES:

COMMENCING AT THE INTERSECTION OF THE WESTERLY LINE OF FIGUEROA STREET, 100 FEET WIDE, WITH THE NORTHERLY LINE OF TRACT NO. 4719, AS SHOWN ON MAP RECORDED IN BOOK 52, PAGE 48, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY; THENCE ALONG SAID WESTERLY LINE, NORTH 00° 03' 50" WEST 40.60 FEET TO THE TRUE POINT OF BEGINNING; THENCE ALONG SAID WESTERLY LINE, NORTH 00° 03' 50" WEST 640.76 FEET; THENCE SOUTH 89° 57' 10" WEST 726.00 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 51.05 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 71° 20' 46", A DISTANCE OF 63.57 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 559 FEET; THENCE SOUTHWESTERLY ALONG SAID LAST MENTIONED CURVE, THROUGH A CENTRAL ANGLE OF 57° 10' 50", A DISTANCE OF 557.88 FEET TO THE BEGINNING OF A REVERSE CURVE, CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 164.91 FEET; THENCE SOUTHWESTERLY, ALONG SAID LAST MENTIONED CURVE, THROUGH A CENTRAL ANGLE OF 75° 50' 49", A DISTANCE OF 218.30 FEET; THENCE TANGENT TO SAID CURVE, SOUTH 0° 03' 35" EAST 59.95 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 20 FEET, SAID CURVE BEING TANGENT AT ITS SOUTHEASTERLY TERMINUS, TO A LINE WHICH IS PARALLEL WITH THE NORTHERLY LINE OF SAID TRACT NO. 4719, AND PASSES THROUGH THE TRUE POINT OF BEGINNING; THENCE SOUTHEASTERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 89° 51' 15", A DISTANCE OF 31.37 FEET TO SAID PARALLEL LINE; THENCE ALONG SAID PARALLEL LINE, SOUTH 89° 58' 15" EAST 1271.98 FEET TO THE TRUE POINT OF BEGINNING.

THE BASIS OF BEARINGS FOR THE ABOVE DESCRIBED LAND IS BASED ON THE CALIFORNIA COORDINATES SYSTEM (CCS 83), ZONE 5, 1983 DATUM, DEFINED BY SECTIONS 8801 TO 8819 OF THE CALIFORNIA PUBLIC RESOURCES CODE..

EXHIBIT D

Depiction of District Parking Areas

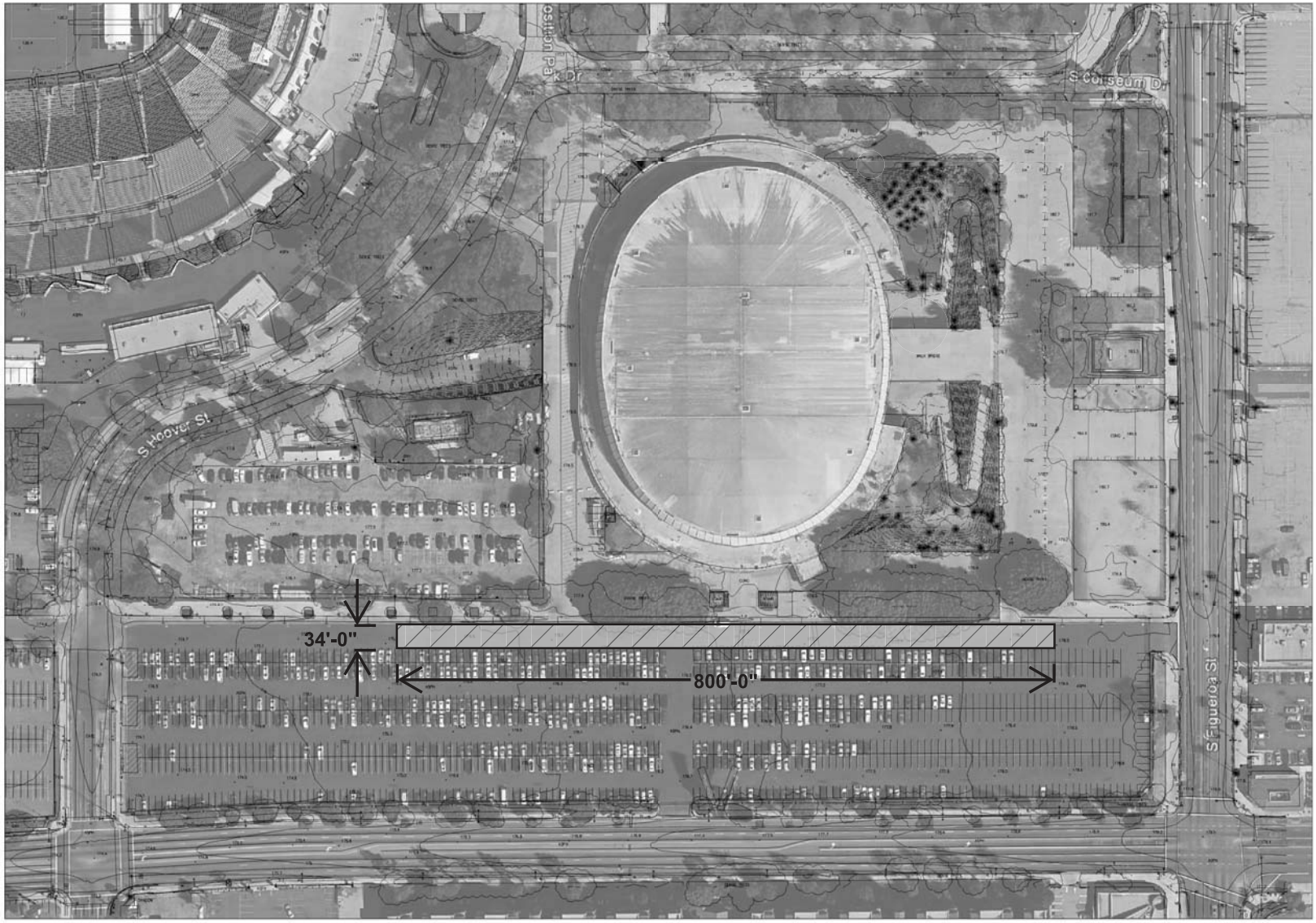
[See the following one (1) page]

Exposition Park - Parking Areas

EXHIBIT E

Depiction of Temporary Construction Access Easement

[See the following one (1) page]



0 10 30 50 100 200

LA Sports Arena

North

Oct 20, 2015

EXHIBIT F

Depiction of Temporary Construction Parking Easement

[See the following one (1) page]

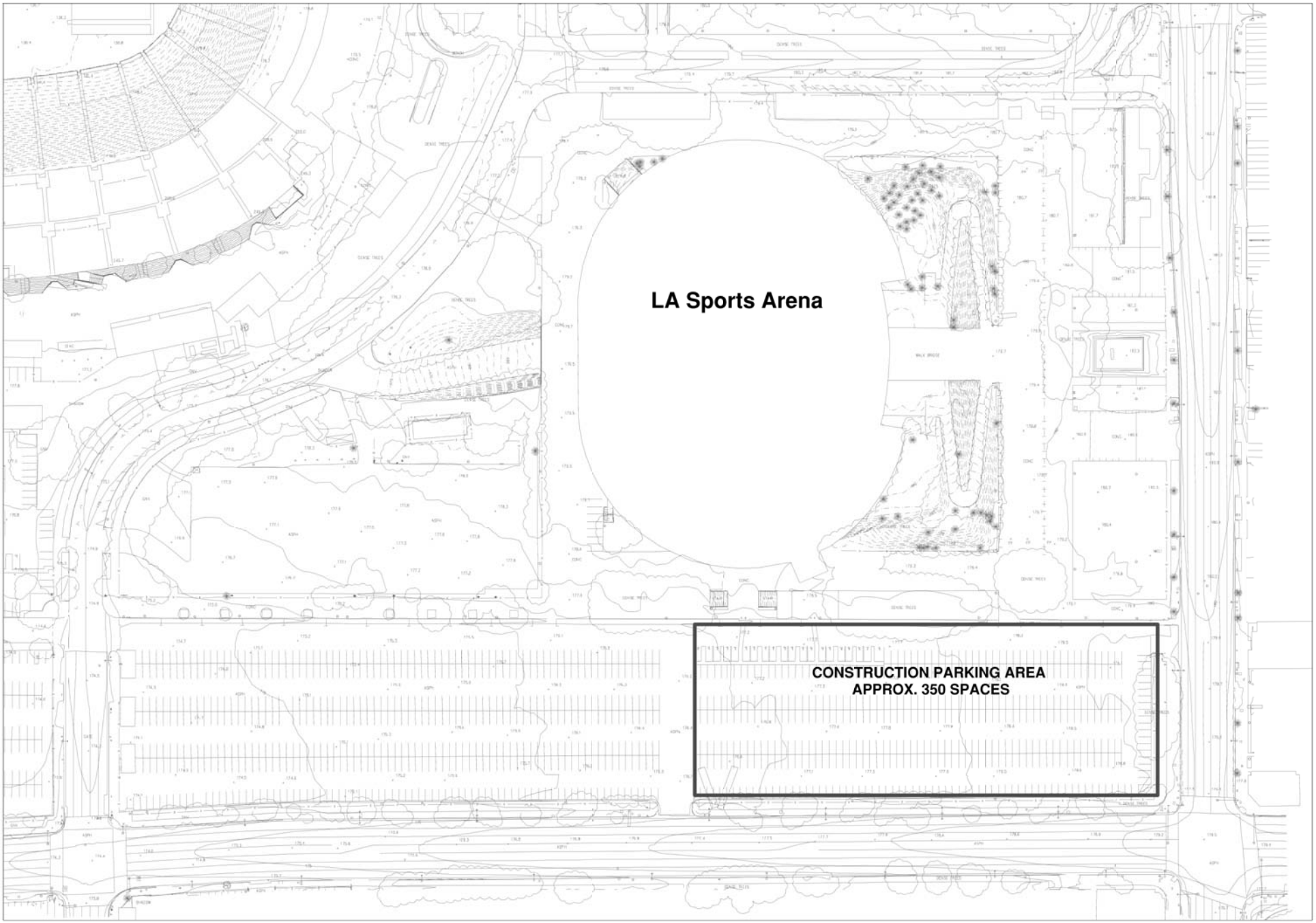
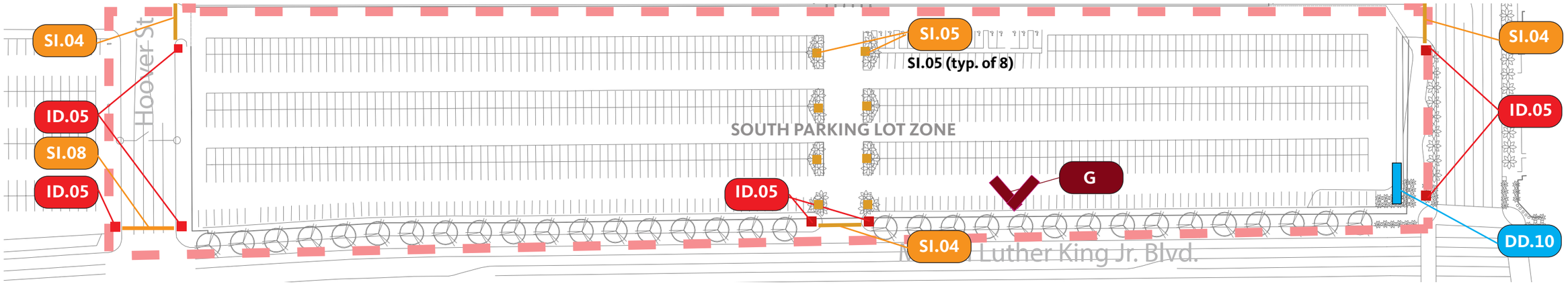

LA Sports Arena
CONSTRUCTION PARKING AREA
APPROX. 350 SPACES

EXHIBIT G

Depiction of LAFC Off-Site Signs

[See the following one (1) page]



SIGN LOCATION PLAN - SOUTH PARKING LOT ZONE

SIGN NUMBER	SIGN TYPE	SIGN TYPE DEFINITION	SIGN LOCATION ZONE	ON-SITE/OFF- SITE	ILLUMINATED	HEIGHT	WIDTH	AREA (SF)	QTY	TOTAL AREA
ID.05	TEAM IDENTITY	PILLAR SIGN	SOUTH PARKING LOT ZONE	ON-SITE/MARKETING SPONSORSHIP	INTERNAL	20'-0"	4'-0" X 4' D.	80	7	560
SI.04	STADIUM IDENTITY	CHANNEL LETTERS/WALL SIGN	SOUTH PARKING LOT ZONE	SPONSORSHIP	INTERNAL	8'-0"	54'-0"	432	3	1296
SI.05	STADIUM IDENTITY	PILLAR SIGN	SOUTH PARKING LOT ZONE	SPONSORSHIP	INTERNAL	20'-0"	4'-0" X 4' D.	80	8	640
S.08	SITE IDENTITY	VEHICLE ENTRY GATE	SOUTH PARKING LOT ZONE	SPONSORSHIP	INTERNAL	8'-0"	54'-0"	432	1	432
DD.10	DIGITAL DISPLAY	DIGITAL DISPLAY (2 SIDED)	SOUTH PARKING LOT ZONE	OFF-SITE/SPONSORSHIP	INTERNAL	40'-0"	50'-0"	2000	1 (2 SIDED)	4000

SIGNAGE MATRIX - SOUTH PARKING LOT ZONE

NOTE:
The signs illustrated on this sheet are all signs on State property not subject to the University of Southern California lease.

Conceptual Sign Location Plan of South Parking Lot Zone Signage