

**LEASE AND AGREEMENT**

**BY AND BETWEEN**

**CALIFORNIA SCIENCE CENTER**

**AND**

**LUCAS MUSEUM OF NARRATIVE ART**

**July 28, 2017**

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**Exhibits and Schedules:**

Glossary

Exhibit A	Exposition Park Site Plan
Exhibit B	Premises
Exhibit C	Schedule and Sequencing of Construction of Improvements
Exhibit D	Leighton Avenue Ground Lease
Exhibit E	Form of Guaranty

Schedule 2.2	Permitted Exceptions
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Schedule 5.1  
Schedule 9.2(a)

Oversight Schedule  
Ordinance No. 184290

## LEASE AND AGREEMENT

This LEASE AND AGREEMENT (this "**Agreement**") is made and entered into as of July 28, 2017 (the "**Effective Date**"), by and between the CALIFORNIA SCIENCE CENTER, also known as the SIXTH DISTRICT AGRICULTURAL ASSOCIATION, an institution of the State of California ("**Landlord**"), and LUCAS MUSEUM OF NARRATIVE ART, a California nonprofit public benefit corporation ("**Tenant**").

### RECITALS

- A. Landlord has control and jurisdiction over a portion of the property comprising Exposition Park. Exposition Park is a public park providing sports, entertainment and recreational venues and includes the Coliseum, the California Science Center, CAAM, the Natural History Museum of Los Angeles County ("**NHM**"), the EXPO Center, the Los Angeles Rose Garden and the future site of LAFC's Stadium as well as other uses including open space, playfields and parking. Exhibit A attached and incorporated herein depicts Exposition Park and the current location of the facilities within Exposition Park.
- B. Tenant desires to lease from the Landlord a portion of Exposition Park more specifically identified in Exhibit B attached and incorporated herein (the "**Premises**") for the purpose of constructing The Lucas Museum of Narrative Art (the "**Museum**") and related landscaping and parking improvements as described below. The Premises upon which Tenant intends to construct the Museum is currently occupied by Parking Lots 2 and 3 that serve as parking for NHM, the Coliseum, the Stadium and other users of Exposition Park; and the Premises also includes the surface of and airspace above, and approximately four feet below ground surface of, Parking Lot 1A, which is currently occupied by a playfield operated by the City of Los Angeles and upon which area Tenant intends to make landscaping improvements. The Premises also include a portion of Leighton Avenue, a vacated street currently owned by the City of Los Angeles ("**Leighton Avenue**"). Landlord has leased Leighton Avenue from the City of Los Angeles pursuant to the Leighton Avenue Ground Lease. Landlord intends to acquire fee title to Leighton Avenue.
- C. As a condition to and in consideration for leasing the Premises, Tenant has agreed to replace the existing parking currently located on or adjacent to the Premises consisting of Lot 1 with 394 parking spaces, Lot 2 with 816 parking spaces and Lot 3 with 481 parking spaces. Tenant has proposed to construct an underground parking structure approximately beneath a portion of Parking Lot 1A and a portion of Parking Lot 2 providing approximately 1323 parking spaces ("**Replacement Parking Improvements**"). Tenant is also proposing to construct a parking structure under the Museum (the "**Museum Parking Improvements**") with approximately 975 parking spaces, 375 of which would replace existing parking located on the Premises that had been reserved for use by NHM (the "**NHM Reserved Spaces**") and the remainder of which would be dedicated to the Museum (the "**Museum**").

*Reserved Spaces*"). In order to construct the Replacement Parking Improvements, Tenant will be required to remove the playfield currently located on Lot 1A. Tenant will replace the playfield on a portion of what is currently designated as Lot 1 as shown on the site plan attached as Exhibit A.

- D. Landlord and Tenant now desire to enter into this Agreement effective as of the Commencement Date to allow Tenant to lease the Premises for the purpose of constructing and operating the Museum, the Museum Parking Improvements and other ancillary facilities and landscaping on the Premises (collectively, the "*Museum Improvements*"), as well as to grant to Tenant a license to construct the Replacement Parking Improvements and the Playfield Improvements.

NOW, THEREFORE, in consideration of the premises, mutual promises, covenants and agreements hereinafter set forth, and for other good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, Landlord and Tenant hereby agree that, effective as of the Commencement Date, this Agreement shall reflect the understanding of the parties with regard to the matters described herein.

## 1. Definitions.

As used herein, capitalized words and expressions used in this Agreement, and other terms and expressions defined in the Glossary attached to this Agreement, shall have the meanings given to them in the Glossary.

## 2. Premises.

2.1. Lease of Premises. Subject to all of the terms and conditions of this Agreement, Landlord hereby leases the Premises to Tenant, and Tenant hereby leases the Premises from Landlord for the Term set forth in Article 3. Included within the Premises is the surface portion of Leighton Avenue. Until Landlord acquires fee title to Leighton Avenue, Landlord hereby subleases the surface portion of Leighton Avenue to the Tenant and Tenant hereby subleases the surface portion of Leighton Avenue from Landlord. As part of Tenant's obligations pursuant to this Agreement, until Landlord acquires fee title to Leighton Avenue, Tenant shall comply with all of the provisions in the Leighton Avenue Ground Lease applicable to the surface portion of Leighton Avenue, to the extent that Tenant is not exempt or excluded therefrom. Tenant agrees to indemnify, defend and hold harmless Landlord for any damages or claims that result from Tenant's failure to comply with the applicable terms of the Leighton Avenue Ground Lease.

2.2. Reservations. Landlord expressly agrees that this Agreement and all rights hereunder shall be subject to (i) Permitted Exceptions; and (ii) any mineral rights in the Premises. Tenant acknowledges that the Premises are bifurcated by 39<sup>th</sup> Street which is a public right of way. Landlord acknowledges that Tenant will apply to the City to vacate 39<sup>th</sup> Street as a public right of way and hereby consents to, and agrees to cooperate in and with, such application and vacation. Notwithstanding the previous sentence, Tenant agrees that the design of the Museum Improvements on the Premises will ensure that 39<sup>th</sup> Street remains accessible to vehicular traffic and emergency vehicles. Tenant may install bollards or other traffic control measures to prohibit vehicular traffic (other than emergency vehicles) on 39<sup>th</sup> Street at all times except during Major

Events when 39<sup>th</sup> Street will be open to provide vehicular access between Vermont Avenue and Bill Robertson Lane.

Tenant shall during the Term cooperate with Landlord with regard to the relocation of easements and licenses on the Premises as necessary to serve the Park and its users, provided however, no such easement or license shall interfere with the Museum Improvements or Tenant's use of the Premises. Landlord shall during the Term cooperate with Tenant with regard to the location or relocation of utility easements within the Park serving the Premises.

2.3. Temporary Licenses. Additionally, Landlord hereby grants Tenant temporary licenses to (a) construct the replacement playfield and related improvements (the "**Playfield Improvements**") on Lot 1 ("**Playfield License**") and (b) to construct the Replacement Parking Improvements ("**Replacement Parking License**"). The term of the Playfield License shall commence on the Commencement Date and shall end on the date that the Playfield Improvements have been completed, the certificate of occupancy for the Playfield Improvements has been issued, and the Certificate of Completion therefor has been issued by the Department of General Services. The term of the Replacement Parking License shall commence on the Commencement Date and shall end on the date that the Replacement Parking Improvements have been completed, the certificate of occupancy therefor, if any, has been issued, and the Certificate of Completion therefor has been issued by the Department of General Services. Prior to the commencement of construction under the Playfield License and the Replacement Parking License, respectively, Landlord shall have full use of the property covered by each license.

2.4. Ownership of Improvements. As between Landlord and Tenant, during the Term of this Agreement, Tenant shall own all Improvements now existing or hereafter constructed by Tenant upon the Premises. Following completion of each of the Replacement Parking Improvements and the Playfield Improvements, issuance of the applicable certificate of occupancy and issuance of the Certificate of Completion therefor by the Department of General Services, ownership of such improvements shall immediately vest in the State of California ("**State**") and Tenant shall have no further right, or interest therein or liability or responsibility therefor (other than completion of punch list items, if any).

2.5. Permitted Impingements. Tenant acknowledges that portions of the Replacement Parking Improvements that will be owned by Landlord, including the stairwell and elevator exits to the surface, the ingress and egress driveways and the exhaust shafts, will be located on and/or within the Premises (such portions of the Replacement Parking Improvements, the "**Impinging Parking Improvements**"); and Landlord acknowledges that certain of the landscaping improvements made by Tenant to the Premises will abut onto, and be supported by, and provide aesthetic cover for, the Impinging Parking Improvements (such abutting landscaping improvements, the "**Impinging Landscaping Improvements**" and, together with the Impinging Parking Improvements, the "**Impinging Assets**"). Tenant consents hereby to the Impinging Parking Improvements being located on and/or within the Premises; and Landlord consents hereby to the Impinging Landscaping Improvements abutting, being supported by and providing aesthetic cover for the Impinging Parking Improvements. Each of Landlord and Tenant shall be solely responsible for the maintenance and repair and, as necessary, upgrading, restoration and replacement (collectively, the "**Care**") of its Impinging Assets and for any Claims arising from its Impinging Assets or the Care of its Impinging Assets (including Claims for damage to the

landscaping improvements caused by the Impinging Parking Improvements and/or the Care thereof, and claims for damage to the Replacement Parking Improvements caused by the Impinging Parking Improvements and/or the Care thereof); and each of Landlord and Tenant shall use Commercially Reasonable Efforts to ensure that its Care of its Impinging Assets does not interfere with or impede the use of, or otherwise adversely affect, the property of the other. Tenant agrees to afford to Landlord, upon reasonable prior notice from Landlord (or in the case of emergency, reasonable notice) and in coordination with uses that Tenant may be making of the Premises, access over the Premises to, from and about the Impinging Parking Improvements as reasonably necessary for Landlord to effect the Care of the Impinging Parking Improvements. Landlord agrees to afford to Tenant, upon reasonable prior notice from Tenant (or in the case of emergency, reasonable notice) and in coordination with uses that Landlord may be making of its property, access over Landlord's property and onto the Impinging Parking Improvements as reasonably necessary for Tenant to effect the Care of the Impinging Landscaping Improvements.

2.6. AS IS CONDITION. TENANT SPECIFICALLY ACKNOWLEDGES AND AGREES THAT, SUBJECT TO THE PROVISIONS OF THIS SECTION 2.5, TENANT'S INTEREST IN THE PREMISES WILL BE DELIVERED PURSUANT TO THIS AGREEMENT ON AN "AS IS, WITH ALL FAULTS" BASIS AND THAT TENANT IS NOT RELYING ON ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER, EXPRESS (EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT) OR IMPLIED, FROM LANDLORD AS TO ANY MATTERS CONCERNING THE PREMISES, INCLUDING WITHOUT LIMITATION: (i) THE QUALITY, NATURE, ADEQUACY AND PHYSICAL CONDITION OF THE PREMISES (INCLUDING, WITHOUT LIMITATION, TOPOGRAPHY, CLIMATE, AIR, WATER RIGHTS, CONDITION OF SOILS, GEOLOGY AND GROUNDWATER, GAS, ELECTRICITY, UTILITY SERVICES, GRADING, DRAINAGE, SEWERS, ACCESS TO PUBLIC ROADS AND RELATED CONDITIONS); (ii) THE PREMISES' HABITABILITY, MERCHANTABILITY, OR FITNESS, SUITABILITY, VALUE OR ADEQUACY OF THE PREMISES FOR ANY PARTICULAR PURPOSE, (iii) THE ZONING OR OTHER LEGAL STATUS OF THE PREMISES OR ANY OTHER PUBLIC OR PRIVATE RESTRICTIONS ON THE USE OF THE PREMISES, (iv) THE PRESENCE OR ABSENCE OF HAZARDOUS MATERIALS ON, UNDER OR ABOUT THE PREMISES OR THE ADJOINING OR NEIGHBORING PROPERTIES, (v) THE CONDITION OF TITLE TO THE PREMISES AND (vi) WHETHER THE PREMISES ARE LOCATED IN ANY OF THE FOLLOWING AREAS, EACH OF WHICH, AND COLLECTIVELY, SHALL BE REFERRED TO AS AN "ENVIRONMENTALLY DANGEROUS AREA": AN AREA WHICH IS DESIGNATED BY ANY FEDERAL, STATE OR LOCAL AGENCY AS A SPECIAL FLOOD HAZARD AREA, DAM FAILURE INUNDATION AREA, EARTHQUAKE FAULT ZONE, SEISMIC HAZARD ZONE, HIGH FIRE SEVERITY AREA, WILDLAND FIRE AREA OR ARCHAEOLOGICALLY SENSITIVE AREA.

### 3. Term.

3.1. Initial Period. The term of the lease of the Premises to Tenant pursuant to this Agreement (the "**Initial Term**") shall commence as of the Effective Date (the "**Commencement Date**"), provided, however, Landlord shall have the right to continue to use the Premises until such time as Tenant commences construction of the Improvements on the Premises; provided further that Landlord shall be solely liable for all acts, omissions, claims and actions arising or resulting

from Landlord's use of the Premises (including the use of third parties directly or indirectly authorized to use the Premises by Landlord). The Initial Term shall continue until the last day of the month preceding the ninety-ninth (99th) anniversary of the Commencement Date, unless the Initial Term is terminated or extended pursuant to the provisions of this Agreement.

3.2. Good Faith Renewal Negotiations. Tenant may request prior to the expiration of the Term of this Agreement to negotiate a renewal of the Term and Landlord agrees to negotiate with Tenant in good faith regarding the terms and conditions of any such renewal or extension of the Term, provided, however, nothing herein shall obligate the Landlord to extend the Term of this Agreement beyond the Initial Term. Should Tenant seek to renew the Term of this Agreement, Tenant shall provide Landlord with written notice of its request to renew the Term of this Agreement at least twelve (12) months prior to the expiration of the Initial Term.

#### 4. **Rent and Other Consideration.**

4.1. Base Rent. As consideration for Landlord's lease of the Premises, Tenant shall pay to Landlord as "**Base Rent**" an annual amount equal to \$30.00. The Base Rent shall be due and payable upon the Commencement Date, and on each annual anniversary of the Commencement Date.

4.2. Construction Period Rent. In addition to the Base Rent, Tenant shall pay to the Landlord "**Construction Period Rent**", as follows:

(a) During the period beginning on the date that Tenant first commences construction of the Playfield Improvements on Parking Lot 1 and continuing until the date upon which Tenant commences construction on the Premises such that either of Parking Lots 2 and 3 can no longer be used to park Exposition Park visitors (such period, the "**Lot 1 Construction Period**"), Tenant shall pay to Landlord "**Lot 1 Construction Period Rent**" in the initial amount of Four Hundred Ninety Thousand Dollars (\$490,000) annually. For purposes of this Section 4.2, commencement of construction of the Playfield Improvements shall mean the date upon which any portion of Parking Lot 1 is no longer available for parking uses as a result of Tenant's construction activities which may include staging activities. If the General Parking Construction Period has not previously commenced, the Lot 1 Construction Period Rent shall be increased on the one-year anniversary of the first payment and each anniversary thereafter by the percentage increase in the CPI between the calendar month that precedes such anniversary by fourteen (14) months and the calendar month that precedes such anniversary by two months (thus, for example, if the initial annual Lot 1 Construction Period Rent were \$12,000 and the one year anniversary of the first payment were February 1, 2018, then the initial Lot 1 Construction Period Rent would be increased by the percentage equal to the percentage increase in the CPI between December 2016 and December 2017; and if the percentage increase in the CPI for such period were 2%, then the annual Lot 1 Construction Period Rent would increase by 2% to \$12,240) (such increase, the "**CPI Adjustment**"). The Lot 1 Construction Period Rent shall be paid in equal monthly installments on the first day of each month during the Lot 1 Construction Period, provided that the Lot 1 Construction Period Rent due for any partial calendar month shall be prorated on a per diem basis.

(b) During the period beginning on the date that Tenant commences construction on the Premises such that either of Parking Lots 2 or 3 can no longer be used to park

Exposition Park visitors and continuing until the date on which Replacement Parking Improvements have been substantially completed and a temporary or permanent certificate of occupancy therefor has been issued such that the Replacement Parking Improvements are lawfully available for use by Exposition Park visitors (such latter date, the "**Replacement Parking Activation Date**" and such period, the "**General Parking Construction Period**"), Tenant shall pay to Landlord "**General Parking Construction Period Rent**" in an initial amount of Two Million One Hundred Thousand Dollars (\$2,100,000.00) annually. The General Parking Construction Period Rent shall be increased on the one-year anniversary of the first payment and each anniversary thereafter by the CPI Adjustment. The General Parking Construction Period Rent shall be paid in equal monthly installments on the first day of each month during the General Parking Construction Period, provided that the General Parking Construction Period Rent due for any partial calendar month shall be prorated on a per diem basis.

4.3. Additional Consideration. As additional consideration for the Landlord leasing the Premises to Tenant, Tenant shall be responsible for the following:

(a) Replacement Parking During Construction. Landlord is a party to a Non-Disturbance Agreement with USC dated as of September 4, 2013 (as it has been and may hereafter be amended or modified, the "**USC NDA**") and a Non-Disturbance Agreement with LAFC dated December 1, 2015 (as it may hereafter be amended or modified, the "**LAFC NDA**", and, together with the USC NDA, the "**Nondisturbance Agreements**"), both of which require that Landlord provide to USC and LAFC certain rights to park on the Premises for events held at the Coliseum and the Stadium. Tenant shall work with USC and LAFC to negotiate arrangements, including amendments to the Nondisturbance Agreements prior to the earlier of commencement of the Lot 1 Construction Period or commencement of the General Parking Construction Period, addressing parking and other requirements for the Coliseum and the Stadium from and after the Lot 1 Construction Period and the General Parking Construction Period. Approval of any such amendment to the Nondisturbance Agreements shall be subject to the reasonable approval of Landlord as well as the California Department of Natural Resources and the Department of General Services. Tenant hereby agrees to indemnify, defend and hold harmless Landlord, its officers, agents, directors, employees and affiliates from any and all damages, claims, or causes of action, including reasonable out-of-pocket attorneys' fees and court costs to the extent arising from Landlord's failure to meet its obligations to provide parking as required under the Nondisturbance Agreements or the Operations and Easement Agreement with LAFC solely as a result of this Agreement and Tenant's construction of the Improvements.

(b) Replacement Playfield. Construction of Tenant's Improvements will require the removal of the existing playfield located on Parking Lot 1A. As additional consideration for Landlord entering into this Agreement, Tenant shall be responsible for constructing the Playfield Improvements on a portion of what is currently designated as Lots 1 and 1A in accordance with plans and specifications approved in accordance with Section 5.1. Tenant shall be solely responsible for the costs of construction of the Playfield Improvements. Construction of the Playfield Improvements shall be completed in an expeditious manner and in a manner that minimizes the time during which no playfield is available for use. Construction of the Playfield Improvements shall be subject to the provisions of Section 5 of this Agreement. Upon completion of the construction of the Playfield Improvements and a temporary or permanent certificate of occupancy has been issued by the Office of the State Fire Marshal and the Certificate

of Completion has been issued by the Department of General Services such that the Playfield Improvements are lawfully available for use (the "**Playfield Activation Date**"), the parties expect the City to resume operating the playfield and, in any event, Tenant shall have no further responsibility, obligation or liability for or with respect to the Playfield Improvements following the Playfield Activation Date. No later than the Playfield Activation Date, Tenant shall assign to Landlord any and all warranties from material suppliers and the contractor performing the construction, including, if necessary, acknowledgements from such suppliers and contractors of the assignment.

(c) Major Event Use. Following the completion of the Museum and the Museum Parking Improvements and the issuance of the certificate of occupancy therefor, Tenant agrees that Landlord, under the Parking License Agreement, (i) shall have the right, during Major Events, subject to Landlord's other contractual arrangements, to operate the Museum Parking Improvements (other than the Museum Reserved Spaces) to provide parking to attendees of such Major Events and (ii) may, with respect to a specific Major Event, upon Landlord's request and with Tenant's prior written consent (which Tenant may grant or withhold in Tenant's sole and absolute discretion), operate the Museum Reserved Spaces to provide parking to attendees of such specific Major Event.

4.4. Net Lease. Except as set forth in the Parking License Agreement, the parties acknowledge that the rent payable by Tenant under this Agreement is intended to be absolutely net to Landlord. Tenant shall be responsible for the entire cost of all utilities, taxes, assessments, charges and other costs and expenses attributable to the operation, maintenance, repair and replacement of the Premises, including all Improvements located thereon. Except as otherwise expressly provided to the contrary in this Agreement, all rent and other amounts required to be paid by Tenant to Landlord shall not be subject to abatement, credit, offset or reduction for any reason.

4.5. Property Taxes and Possessory Interest. Pursuant to Section 107.6 of the California Revenue and Taxation Code (as amended from time to time), Tenant acknowledges that this Agreement may create a possessory interest subject to property taxation. Tenant shall pay, prior to delinquency, any such possessory interest tax, any personal property taxes related to Tenant's personal property, fixtures and equipment located on or within the Premises and all other taxes, fees and assessments levied against the Premises for the Term of this Agreement.

## **5. Construction of Improvements; Alterations.**

5.1. Approval of Final Plans and Specifications. Plans and specifications for the Improvements must be approved, and plan check and building inspection for the Improvements shall be undertaken by the State agencies and/or the City as set forth on **Schedule 5.1**. Tenant shall pay the applicable agencies for their respective reasonable and customary charges for such services. Such plans and specifications shall be of commercially reasonable detail and scope, including as to design, quality of materials and appearance and shall include design plans for the outdoor areas, signage and lighting that are consistent with the Exposition Park Master Plan. No State agency with oversight (as shown on **Schedule 5.1**) shall unreasonably withhold or condition its approval. In the event of reasonable disapproval by a State agency with oversight (as shown on **Schedule 5.1**), such State agency shall provide to Tenant in writing a detailed explanation of

the basis for such disapproval. The approved plans and specifications shall be considered the "***Final Plans and Specifications***" for the Improvements. Once the applicable State agencies (as set forth on **Schedule 5.1**) have approved the Final Plans and Specifications for an Improvement, no State agency shall have further approval rights in connection with the design and engineering of such Improvement unless Tenant during the course of construction makes material changes to the design, quality of materials or appearance of such Improvement that do not constitute a logical evolution of the approved Final Plans and Specifications, in which case the provisions of this Section 5.1 shall again apply. Notwithstanding the preceding sentence, Tenant acknowledges that certain of the State agencies will be participating in regular construction inspections during the course of construction of the Improvements, as set forth on **Schedule 5.1**, and as a result of such inspections may require revisions or changes to the design and engineering of the Improvements to the extent that such Improvements do not conform to the Final Plans and Specifications.

5.2. **Construction of the Improvements.** Upon the Commencement Date, Tenant shall proceed diligently to construct the Playfield Improvements, Replacement Parking Improvements and the Museum Improvements in accordance with this Agreement. Tenant shall construct the Improvements in accordance with the terms and conditions of all applicable City, Division of State Architect, Office of the State Fire Marshal and other governmental approvals. Tenant shall be solely responsible for the construction of the Improvements. Tenant shall construct the Replacement Parking Improvements, the Playfield Improvements, and the Museum Improvements in accordance with the schedule and sequencing set forth in Exhibit C. Tenant shall pay or cause to be paid all costs and expenses associated with the construction of the Playfield Improvements, the Replacement Parking Improvements and the Museum Improvements, including but not limited to any utility relocation necessary for the construction of the Improvements.

5.3. **Manner of Construction of Improvements and Alterations.**

(a) **General Construction Standards.** All construction, alteration, modification or repairs shall be accomplished by Tenant with due diligence. Tenant shall take all reasonable steps to minimize any damage, disruption or inconvenience caused by such work and make adequate provisions for the safety and convenience of all persons affected thereby. In particular Tenant shall take all reasonable steps to minimize interference with other Exposition Park uses during construction and shall confine all construction staging to the Premises. Tenant will ensure that, except as expressly provided in this Agreement, construction does not interfere with any Major Events at the Park occurring during a given calendar year for which Tenant shall have received actual prior written notice or constructive notice from the Exposition Park calendar on or prior to April 30<sup>th</sup> of such calendar year. Tenant shall repair, at its own cost and expense, any and all damage caused by such work, and shall restore the area upon which such work is performed to a condition which is at least equal to or better than the condition which existed before such work was commenced. Dust, noise and other effects of such work shall be controlled using accepted measures customarily utilized in order to control deleterious effects associated with construction projects in well populated and developed areas of Southern California. Tenant shall be responsible for complying with any applicable mitigation measures imposed by the City or required by CEQA during the construction of the Improvements. Tenant agrees to meet with the County of Los Angeles with regards to any conflicts arising between Tenant's construction and NHM as required pursuant to Section 5(d) of Landlord's lease with the County of Los Angeles.

(b) Utility Work. Any work performed by or on behalf of Tenant or any occupant of the Premises to connect to, repair, relocate, maintain or install any storm drain, sanitary sewer, water line, gas line, telephone conduit, or any other utility service shall be performed in a manner that minimizes interference with the provision of such services to the Premises, Exposition Park and any other uses or occupants of Exposition Park.

(c) Construction Safeguards. Tenant shall erect and properly maintain at all times, as required by the conditions and the progress of work performed by or on behalf of Tenant, all safeguards reasonably necessary for the protection of workers and the public.

(d) Evidence of Funds. Prior to commencement of construction of any Improvements, Tenant shall provide to Landlord a completion guaranty in the form attached as Exhibit E. If for any reason Tenant commences construction and fails to complete construction of an Improvement, Landlord may require that Tenant remove the partially completed Improvement and return the affected property to its condition prior to construction and Tenant shall be responsible for the removal of the partially complete Improvement and restoration of the affected property at its sole cost and expense. Any completion guaranty provided by Tenant shall also guaranty Tenant's obligation to remove partially constructed Improvements to the extent required by this Section 5.3(d).

(e) Compliance with Construction Documents and Laws. All Improvements and Alterations on the Premises shall be completed in substantial compliance with any construction documents approved by Landlord and also in compliance with all Laws.

(f) Rights of Access. Landlord shall have the reasonable right of access to the Premises without charges or fees during normal construction hours during the period of construction for the purpose of ascertaining compliance with this Agreement, including but not limited to the inspection of the construction work being performed, provided that such access does not interfere with the construction of the Improvements or the Alterations, as applicable. Such access shall be reasonably calculated to minimize interference with Tenant's construction and/or operations. Tenant shall have the right to have a representative present to accompany the Landlord's representatives in connection with such access. In the event of any emergency which is life-threatening or which involves the threat of potential substantial damage, Landlord shall have the right to enter the Premises immediately and without notice to or accompaniment by Tenant.

5.4. Protection of Landlord. Nothing in this Agreement shall be construed as constituting the consent of Landlord, express or implied, to the performance of any labor or the furnishing of any materials for any specific Improvements, Alterations or repairs to the Premises, Exposition Park or any part thereof by any contractor, subcontractor, laborer or materialman, nor as giving, Tenant, or any other person any right, power or authority to act as agent of or to contract for, or permit the rendering of, any services, or the furnishing of any materials, in any such manner as would give rise to the filing of mechanics' liens or other claims against the Premises, Exposition Park or Landlord.

(a) Posting Notices. Landlord shall have the right during the construction of the Improvements or the Alterations, at all reasonable times and places, to post and, as appropriate, keep posted, on the Premises any notices which Landlord may deem necessary for the protection

of Landlord, the Premises and the Improvements from mechanics' liens or other claims. With respect to any Improvements or Alterations costing in excess of \$500,000, Landlord shall be entitled to at least ten (10) business days prior written notice of the commencement of any work to be done, in order to enable Landlord timely to post such notices.

(b) Prompt Payment. Tenant shall cause the prompt payment to be made of all monies due and owing to all persons doing any work or furnishing any materials or supplies with respect to the Premises, Playfield Improvements, the Replacement Parking Improvements or any Alterations. Tenant shall have the right to contest, provided, however, that Landlord shall have no responsibility for any expense of such contest (including any interest or penalties which may accrue thereon).

(c) Liens; Indemnity. Tenant shall be required to cause the Premises and any Improvements to be constructed by Tenant pursuant to this Agreement to be kept free and clear of all mechanics' liens and other liens arising out of or in connection with any work done on or with respect to the Premises, Improvements or Alterations. Tenant shall be required to indemnify, defend and hold Landlord harmless from and against any claim, liability, loss, damages, costs, expenses, attorneys' fees incurred in defending and all other expenses on account of claims of lien(s) of laborers or materialmen or others for work performed or materials or supplies furnished to the Premises or the Improvements. In case of any such lien attaching or notice of any lien, Tenant shall be required to cause it to be released and removed of record within thirty (30) days after Tenant receives actual notice of such lien, except that Tenant shall have the right to contest any such lien so long as a bond is posted in the amount required by law within such thirty (30) day period.

(d) Indemnification. Tenant shall indemnify, defend (with counsel approved by Landlord), protect and save Landlord and the State and their respective elected and appointed officials, officers, employees and agents (collectively "*Indemnitees*") harmless from and against any and all claims, liabilities, losses, damages, fines, penalties, demands, suits, actions, causes of action, judgments, judicial or administrative proceedings, deficiency, order, costs and expenses (including without limitation reasonable attorneys' fees and court costs) (all of the foregoing collectively "*Claims*") to the extent such Claims directly or indirectly, in whole or in part, are caused by, arise in connection with, result from, relate to, or are alleged to be caused by, arise in connection with or related to the construction of the Improvements or any Alteration, any breach or default on the part of Tenant in the performance of any covenant or agreement to be performed by Tenant pursuant to this Agreement, any negligence of Tenant or any of its agents, contractors, employees, sublessees or licensees, the furnishing of labor or material by Tenant, or the failure of Tenant to comply with any applicable Laws whether or not any insurance policies shall have been determined to be applicable to any such Claims; provided that Tenant shall not have any obligation under this Section 5.4(d) to the extent any such Claim directly or indirectly, in whole or in part, is caused by, arises in connection with, results from, relates to, or is alleged to be caused by, arise in connection with or related to the sole and active negligence or willful misconduct of any Indemnatee. It is further agreed that Landlord does not and shall not waive any rights against Tenant which it may have by reason of this indemnity because of the acceptance by Landlord or Tenant's deposit with Landlord of any of the insurance policies described in this Agreement. Tenant's obligations under this Section shall survive the expiration or earlier termination of this Agreement.

5.5. Project Labor Agreement. Tenant shall in the course of constructing the Improvements enter into a Project Labor Agreement ("**PLA**") with one or more labor organizations and shall comply with the requirement of payment of prevailing wages or related obligations set forth in Labor Code Section 1720 et seq. to the extent applicable

(a) Notwithstanding the foregoing, nothing in this Agreement constitutes a representation or warranty by the State regarding the applicability of the provision of Labor Code Section 1720 et seq. and Tenant shall comply with any applicable laws, rules and regulations related to construction wages and other construction matters, if and to the extent applicable to any portion of the Improvements.

(b) Tenant shall indemnify, defend (with counsel reasonably acceptable to the Landlord), and hold harmless the Indemnitees against any claim for damages, compensation, fines, penalties or other amounts arising out of the failure or alleged failure of any person or entity (including Tenant and its contractors), in connection with the construction of the Improvements or any Alteration, to pay prevailing wages as determined pursuant to Labor Code Sections 1720 et seq., to employ apprentices pursuant to Labor Code Sections 1777.5 et seq., or to comply with the other applicable provisions of Labor Code Sections 1720 et seq. and 1777.5 et seq., to meet the conditions of Section 1771.4 of the Labor Code, and the implementing regulations of the Department of Industrial Relations in connection with the construction of the Improvements or any Alterations and to comply with any other applicable requirements related to public contracting. Tenant's obligation to indemnify, defend and hold harmless under this Section 5.5(b) shall survive termination of this Agreement, and shall be interpreted broadly so as to apply to any legal or administrative proceeding, arbitration, or enforcement action.

5.6. Use of Plans . If this Agreement is terminated prior to the expiration of the Term as provided herein, Tenant's rights to all work product prepared pursuant hereto, including, but not limited to, all plans and construction documents for the Improvements, shall belong to the Landlord as the fee owner of the Premises. In the event of any such termination, Tenant shall, within ten (10) days of such termination, transmit all such work product to Landlord.

5.7. Applications and Approvals. Tenant shall apply to each applicable Government Authority for such Approvals as any construction undertaken by Tenant shall require. Upon Tenant's request, Landlord shall, without cost to Landlord, promptly join in and execute any Application as Tenant reasonably requests, and otherwise reasonably cooperate with Tenant in obtaining Approvals, provided that: (a) such Application is in customary form and imposes no material obligations (beyond obligations ministerial in nature or merely requiring compliance with Law) upon Landlord; (b) no uncured Default exists; (c) the Applications are consistent with this Agreement and any other agreements between the Parties regarding the Premises or the Park; and (d) Tenant reimburses Landlord's actual out-of-pocket legal costs. Promptly upon Tenant's request and without charge (except reimbursement of Landlord's actual out-of-pocket legal costs), Landlord shall furnish all information in its possession that Tenant reasonably requests for any Application. Landlord assumes no liability by cooperating with any Applications or construction. Tenant shall indemnify Landlord regarding such cooperation.

5.8. LEED Standards. Tenant will design and construct the Improvements to incorporate environmentally sustainable design features as required by the California Green

Building Code and the Los Angeles Green Building Code, as applicable. In addition Tenant shall use Commercially Reasonable Efforts to ensure that the Improvements will be designed and constructed to implement features that are equivalent to the Leadership in Energy Efficiency and Design (LEED) Gold standards set forth by the U. S. Green Building Council.

5.9. Jesse Brewer Jr. Park and South Lawn Right of Entry. If Tenant desires to make certain improvements to Jesse Brewer Jr. Park and the South Lawn to achieve consistency with the landscaping on the Premises, then prior to commencing any work on either Jesse Brewer Jr. Park or the South Lawn, Tenant shall obtain Landlord's approval for such work (which approval Landlord shall not unreasonably withhold, delay or condition) and shall enter into a right of entry or temporary construction license agreement allowing Tenant to conduct such work, on terms to be mutually agreed to by Landlord and Tenant, including terms related to maintenance of the improvements once installed. **Permitted Use.**

6.1. Permitted Use. Tenant shall use the Premises for the construction and operation of the Museum Improvements and may further use the Premises for such other pageants, plays, celebrations, patriotic or religious gatherings, public recreation, motion picture production or display, gatherings, festivals, exhibits, conventions, exhibitions and productions, and for purposes related or incidental to any and all of the foregoing, primarily to the end that the citizens and public generally may enjoy and receive the greatest benefit possible from the Premises and that the Landlord may more effectively demonstrate and exploit its climatic, geographic, recreational, cultural and commercial resources and advantages ("**Public Benefit Purposes**"). Subject to the foregoing and the other terms and provisions of this Agreement, Tenant shall have the exclusive right during the Term to possess, manage and operate the Premises for all purposes and events. Tenant shall be responsible for all costs associated with the operation of the Premises except to the extent that Landlord has agreed to assume responsibility for operation of the Museum Parking Improvements pursuant to the Parking License Agreement. Tenant's obligations with regards to the operation of the Premises include all costs associated with security for any Events conducted by Tenant within the Premises or within the Park, including payment of costs of security incurred by the Landlord related to Tenant's use of the Premises or the Park to host such Events.

6.2. Event Scheduling.

(a) Scheduling of Events. Tenant acknowledges that Exposition Park is a multi-use park that must accommodate the schedules of the various entities maintaining facilities at Exposition Park. In order to ensure that all events scheduled at the Park can be accommodated, all Exposition Park users are subject to certain scheduling restrictions and priorities as set forth below. Tenant, shall be obligated to calendar and coordinate all Special Events and Major Events at the Museum with the Exposition Park Manager.

(b) Priority for Event Scheduling. The scheduling of Special Events and Major Events in Exposition Park shall be on a "first-come, first-serve" basis except as expressly set forth in this Section 6.2(b) and subject to Section 6.2(d) below.

(i) USC shall have priority for calendaring its USC Home Football Games as well as its annual "Spring Game", any NFL Games, Olympics or Special Olympics to

be held in the Coliseum above all other Special Events and Major Events to be held in Exposition Park (collectively "**Coliseum Priority Events**").

(ii) The Los Angeles Memorial Coliseum Commission ("**Commission**") has priority for calendaring one Commission Event each year consisting of its annual July 4<sup>th</sup> celebration held at the Coliseum Property (the "**Commission Priority Event**") above all other Special Events and Major Events to be held in Exposition Park, other than the Coliseum Priority Events.

(iii) LAFC has priority for calendaring MLS Home Games above all other Special Events and Major Events to be held in Exposition Park, other than Coliseum Priority Events and the Commission Priority Event and except as otherwise expressly provided in the LAFC NDA ("**MLS Home Game Priority Events**").

(iv) (A) Each of NHM, California Science Center, CAAM and Tenant have priority to schedule up to three (3) Museum Events each year and designate such Museum Events as "**Significant Museum Events**" that preclude any other USC Event or LAFC Event from being subsequently scheduled for the same date and at times that coincide or overlap with the time of such Significant Museum Event, provided that (1) Significant Museum Events cannot preclude Coliseum Priority Events, the Commission Priority Event, a MLS Home Game Priority Event, or other Events already scheduled on the Exposition Park calendar ("**Prior Scheduled Events**"), (2) in no event will such preclusion occur more than two Saturdays in any given calendar month, and (3) with respect to NHM, NHM shall use its best efforts to ensure that only one of its three Significant Museum Events per year, if any, will occur on a weekend day.

(B) In addition to the Significant Museum Events, each of California Science Center, CAAM and Tenant shall have priority to schedule up to nine (9) Museum Events each year (the "**Additional Museum Events**"), provided that Additional Museum Events cannot preclude Coliseum Priority Events, the Commission Priority Event, MLS Home Game Priority Events, Significant Museum Events or any Prior Scheduled Events. If an Additional Museum Event is scheduled, USC or LAFC may schedule an event or Special Event that coincides or overlaps with the Additional Museum Event, so long as the anticipated attendance for the USC or LAFC event or Special Event does not exceed 16,000. If USC or LAFC wishes to schedule a Special Event with an attendance in excess of 16,000 or a Major Event, and such Special Event or Major Event would coincide or overlap with a scheduled Additional Museum Event, USC or LAFC and the Exposition Park entity that scheduled such Additional Museum Event shall use best efforts in good faith to achieve a commercially reasonable coordination of the two events so as not to preclude either event. To the extent such events would coincide or overlap and cannot reasonably be coordinated to both occur concurrently, the parties agree to use reasonable efforts to determine if the Additional Museum Event can be moved without significant adverse impact to California Science Center, CAAM or Tenant at the expense of USC or LAFC and/or the event promoter and, if so, the Additional Museum Event shall be moved. To the extent such events would coincide or overlap and cannot be coordinated to both occur concurrently, and if the Additional Museum Event cannot be moved without significant disruption to California Science Center, CAAM or Tenant, and therefore the USC or LAFC Event over 16,000 in attendance cannot occur, in no event will such preclusion occur more than two Saturdays in any given calendar month.

(C) In addition to the Significant Museum Events and Additional Museum Events, (1) each of California Science Center and CAAM shall have priority to calendar up to twelve (12) Special or Major Events each year, (2) the Natural History Museum shall have priority to calendar up to twenty-one (21) Special or Major Events each year, (3) the EXPO Center shall have priority to calendar up to twenty-four (24) Special or Major Events each year, and (4) Tenant shall have priority to calendar up to twelve (12) Special or Major Events each year, as long as, in each case, the Special or Major Events do not interfere with Coliseum Priority Events, the Commission Priority Event, MLS Home Game Priority Events, Significant Museum Events or any other Prior Scheduled Events. Such calendaring priority shall also be subject to section 6.2(c) below.

(D) Anything in this Agreement to the contrary notwithstanding, if LAFC desires to schedule a Special Event, and such Special Event would coincide or overlap with any Tenant Event (other than a Significant Museum Event) previously scheduled by Tenant on the Exposition Park Calendar (collectively, the “**Additional Tenant Events**” and each, an “**Additional Tenant Event**”), then (i) LAFC shall have the right to schedule its Special Event to coincide or overlap with the applicable Additional Tenant Event (without regard to any limitation on attendance at the LAFC Special Event other than as provided in the LAFC Lease or by applicable Law), and (ii) LAFC shall have the right to the use of District Parking Areas as allowed pursuant to the LAFC NDA, for LAFC’s Special Event, except that if and to the extent that Tenant is unable to fully satisfy its anticipated parking requirements for an Additional Tenant Event in the Museum Reserved Spaces, then (A) Tenant will have the right to purchase from Landlord additional parking spaces in the District Parking Areas (the “**Additional Tenant Event Overflow Parking**”), which additional parking spaces shall be (1) located in the Replacement Parking Improvements or the Museum Parking Improvements as close to the Museum as possible under the circumstances, (2) reasonable in number as reasonably determined by the Exposition Park Manager based on the anticipated attendance of such concurrent Additional Tenant Event, taking into account the anticipated attendance of the LAFC Special Event, and (3) upon such other terms as Tenant and Landlord may agree; (B) LAFC has acknowledged in the LAFC NDA that for any concurrent LAFC Special Event and Additional Tenant Event, where Additional Tenant Event Overflow Parking is required, that Landlord will not be in default under the LAFC NDA by making the Additional Tenant Event Overflow Parking available to Tenant as provided above; and (C) to the extent that the remaining District Parking Areas (excluding any applicable Additional Tenant Event Overflow Parking) available to LAFC under the NDA (or that may otherwise be made available to LAFC by Landlord under the LAFC NDA), for LAFC’s Special Event are not sufficient to satisfy the anticipated parking requirement for LAFC’s Special Event, Landlord acknowledges that such shortfall in parking in the District Parking Areas will not prevent or preclude the concurrent LAFC Special Event from being added to the Exposition Park Calendar or from taking place provided LAFC has demonstrated sufficient alternative parking arrangements for such concurrent LAFC Special Event.

(c) Timing of Requests. By January 31<sup>st</sup> of each year, each of the Exposition Park entities, including Tenant, shall provide the Exposition Park Manager with their scheduling requests for the following twenty-four (24) months to the extent known at that time. The scheduling of one Additional Museum Event, Special Event or Major Event shall not preclude the scheduling of concurrent Additional Museum Events, Special Events or Major Events unless the Additional Museum Events, Special Events or Major Events planned by various entities in

Exposition Park coincide or overlap (other than the coincidence/overlap expressly provided for in clause (iv)(B) of Section 6.2(b)) such that, in the reasonable determination of the Exposition Park Manager, there is not sufficient parking within Exposition Park and, to the extent offered by USC with respect to a USC Event, on USC's campus to accommodate all of the necessary parking spaces for the Additional Museum Events, Special Events or Major Events, in which case the priority for determining which Additional Museum Events, Special Events or Major Events are rescheduled will be based on the order in which the Additional Museum Events, Special Events or Major Events were placed on the Exposition Park calendar (subject to the priorities set forth in Section 6.2(b)). To the extent coinciding/overlapping Museum Events and Events occur, the Exposition Park entities sponsoring such events agree to use commercially reasonable efforts to ensure that any detrimental impact on the customer experience is minimized. Subject to the rights of the parties as set forth herein, conflicting requests for scheduling Additional Museum Events and Events, if any, shall first be attempted to be resolved among the entities scheduling such events, in good faith and, if unable to be resolved between such entities shall be resolved by the Exposition Park Manager.

(i) Subject to the foregoing priorities, each of the entities in Exposition Park, including Tenant, may, at its sole discretion, calendar any other event, subject to availability of adequate parking therefor. Additionally, notwithstanding anything to the contrary in this Section 6.2, except on dates on which a Major Event is scheduled, Tenant may calendar any other event on any date so long as the parking for such event can be fully accommodated by the Museum Reserved Spaces.

(d) Events by Park Manager. The Exposition Park Manager also independently may place events on the Exposition Park calendar, subject to all of the priorities described in the preceding paragraphs of Section 6.2(b), and provided that no such event may preclude any Exposition Park entity from scheduling an event that coincides or overlaps with an event independently scheduled by the Exposition Park Manager. If any swap meets are scheduled in Parking Lots 4 - 6, load out must be completed by 4 pm. No more than six (6) swap meets may be held in Parking Lots 4 - 6 in any given year.

(e) Tenant acknowledges that the Nondisturbance Agreements provide that if either USC or LAFC can demonstrate that as a result of scheduling conflicts with other Exposition Park entities, USC or LAFC have lost Events that could have been scheduled at the Coliseum or the Stadium, respectively, Landlord is obligated to meet and confer with USC or LAFC, as applicable, to negotiate revisions to the scheduling priorities set forth above related to Museum Events with under 3000 in attendance. If Landlord is unable to reach agreement with USC or LAFC on such scheduling and/or has not executed an amendment to the scheduling priorities on or before the date that is six (6) months after the date of USC or LAFC request to meet and confer, then paragraph (iv)(A) of Section 6.2(b) automatically shall be amended and restated to read as follows:

"NHM, California Science Center, Tenant and CAAM collectively shall have priority to schedule up to eight (8) Museum Events each year and designate such Museum Events as "**Significant Museum Events**" that preclude any other USC or LAFC event from being subsequently scheduled for the same date and at times that coincide or overlap with the time of such Significant Museum Event, provided that (A) Significant Museum Events

cannot preclude any Coliseum Priority Events, the Commission Priority Event, MLS Home Game Priority Events or any Prior Scheduled Events, and (B) in no event will such preclusion occur more than two Saturdays in any given calendar month. NHM, California Science Center, CAAM and Tenant may allocate among themselves the eight (8) Significant Museum Events each year so long as no more than eight (8) Significant Museum Events are scheduled within any calendar year."

(f) Exposition Park Calendar. The Exposition Park Manager shall be obligated to maintain a central electronic calendar of all Major Events and Special Events to be held in Exposition Park. Such calendar shall be updated daily to reflect all Major Events and Special Events scheduled to occur in Exposition Park, as well as other events submitted by the Exposition Park entities. All Exposition Park entities shall have access to the calendar and shall be permitted to submit requests electronically to reserve dates for Major Events and Special Events, subject to the scheduling priorities set forth in Section 6.2(b) above. All Exposition Park entities shall use good faith, commercially reasonable efforts to release dates for Major Events and Special Events scheduled as soon as the entity knows that an event is not likely to occur on a specific reserved date. No Exposition Park entity shall be permitted to reserve a date on the Exposition Park calendar for a Special Event or Major Event without expressly describing and identifying the nature of the event to be held on such date, including the expected attendance, the time period for the event and the expected parking needs for the event. In this regard, it shall be expressly impermissible for an Exposition Park entity to reserve a date on the Exposition Park calendar unless such entity has an actual event planned for such date. All Exposition Park entities shall participate in a scheduling coordination meeting organized by the Exposition Park Manager at least monthly.

(g) Parking for Tenant Museum Events. Parking for Tenant Museum Events that have been properly calendared on the Exposition Park Calendar in accordance with the priority of Event scheduling set out above, may be provided in Exposition Park parking lots, including the Replacement Parking Improvements on the same terms and conditions that parking is provided to other Exposition Park users for Events.

6.3. Compliance with Laws. Tenant shall comply with applicable Laws in connection with its use and operation of the Premises, including but not limited to compliance with all Laws pertaining to curfews or noise levels applicable to the holding of Events.

6.4. Impermissible Activities. Tenant shall not, without the prior written consent of Landlord, which prior written consent may be withheld or denied in the sole and absolute discretion of Landlord, cause, allow, consent to, or promote any act or omission which (a) is of a hazardous nature or injurious to public safety or welfare, (b) would violate any Law, or (c) would invalidate, impair or jeopardize Tenant's or Landlord's policy or policies of insurance protecting against liability for injuries, death or property damage.

6.5. Film Shoots. Tenant shall have authority over all "film shoot" activities inside or on or involving the Premises. Tenant agrees to comply with Executive Order S-15-04 (Sept. 2004) if and while it is in effect. Among the fees to be charged for such activities shall be a "backdrop" fee payable by the applicant to Tenant if the proposed "film shoot" activity occurs on other properties in Exposition Park that are not covered by this Agreement but depict the Premises in the background, and the reciprocal "backdrop" fee payable by Tenant to the Landlord or other

Exposition Park user if the proposed "film shoot" activity occurs on the Premises but depicts other portions of Exposition Park in the background.

6.6. Quiet Enjoyment. Landlord covenants that Tenant (subject to its performance of the terms, covenants and conditions of this Agreement) shall peacefully and quietly have, hold and enjoy the Premises during the Term.

## 7. Use of Green Space.

7.1. Event Scheduling. Tenant shall be responsible for maintaining the open space and landscaped areas on the Premises during the term of this Agreement (collectively, the "**Museum Green Space**"). Tenant shall allow Landlord to use the Museum Green Space on the Premises for purposes of conducting Events within the Park provided Tenant approves the Event in advance and such Event does not conflict with the conduct of or preparation for Events previously scheduled by Tenant ("**Landlord Events**"). Landlord shall be entitled to use the Museum Green Space for no fewer than five (5) cultural or family park-wide Landlord Events not inconsistent with the mission of the Museum each year, with a multi-day Event constituting a single event provided such events comply with the requirements set forth below. Landlord Events using the Museum Green Space shall be subject to the following:

(a) Tenant shall have the right to deny use of the Museum Green Space for a requested Landlord Event if (i) in Tenant's commercially reasonable judgment the Landlord Event itself (as opposed to any public opposition to such Landlord Event) creates unreasonable security or safety risks; or (ii) the operator of the Landlord Event lacks reasonable financial capacity, or fails to sign Tenant's commercially reasonable contracts for the conduct of Events or fails to post any reasonably required security deposit; or (iii) the operator has breached the requirements imposed on any previous Landlord Event involving such operator, or (iv) if Tenant reasonably determines that the Landlord Event would bring disrepute to Tenant or the Premises, or (v) if Tenant reasonably determines that the Landlord Event would cause unreasonable or excessive wear and tear on the Museum Green Space that cannot be repaired by Landlord within a reasonable time after conclusion of the Landlord Event. Landlord Events using the Museum Green Space shall also be subject to reasonable limitations and conditions that may be imposed by Tenant (either for all Landlord Events or due to the specific nature of a proposed Landlord Event), including without limitation the regulation of (A) the length of each Landlord Event, including the opening and closing hours of such Landlord Event, (B) security requirements, (C) maximum attendance capacity, and (D) other aspects of a Landlord Event that could reasonably be expected to create unreasonable security risks, health and safety risks, property damage or other liability risks.

(b) Neither Landlord nor any third-party operator of a Landlord Event shall be charged any event fee, rental or other charge for the use of the Museum Green Space for a Landlord Event and Landlord shall be entitled to retain any and all revenues generated from such Landlord Events; provided that, as to any Landlord Event involving use of the Museum Green Space, Landlord and, if applicable, the event promoter will be jointly and severally responsible for returning the Museum Green Space to its condition existing immediately prior the occurrence of such Landlord Event. The foregoing notwithstanding, Landlord and/or the third-party operator of a Landlord Event shall be responsible for and shall pay all costs associated with security at the

Premises for such Landlord Event, including payment of the actual costs of security incurred by Tenant related to such Landlord Event.

## **8. Parking.**

8.1. Operations and Ownership. Throughout the Term of this Agreement, Tenant shall maintain ownership of the Museum Parking Improvements subject to the Parking License Agreement between Tenant and Landlord whereby Landlord shall manage and operate the Museum Parking Improvements. Landlord shall own, possess, control and operate the Replacement Parking Improvements upon completion of construction of the Replacement Parking Improvements, and issuance of the Certificate of Completion therefor.

## **9. Advertising, Signage and Trademarks.**

9.1. General Right. Subject to the terms and conditions of this Section 9 (as applicable), Tenant shall have the right to install, maintain and replace within and on the exterior of the Museum Improvements, and elsewhere on and in the Premises such signs and advertising matter as Tenant deems necessary for conducting the business of Tenant on the Premises in accordance with Section 6, above, and Tenant shall comply with any applicable Laws and requirements of Governmental Authorities having jurisdiction and shall obtain necessary permits for such purposes. To the extent that any amendment to the Exposition Park Master Plan establishes policies related to signage, Tenant shall comply with such policies. Other than complying with applicable terms and conditions of this Section 9, Tenant shall not be required to obtain Landlord's approval prior to installing Temporary Signage on the Premises.

9.2. Permanent Signage. Subject to the terms and provisions of this Section 9 (as applicable), Tenant shall have the sole and exclusive right to install, contract, sell, duplicate, exhibit, display, and otherwise control, and to receive and retain any and all revenues from, Permanent Signage on the Premises, including the interior and exterior improvements and fixtures as well as the surrounding areas comprising the same, in whatever location or locations Tenant determines in its reasonable discretion from time-to-time.

(a) All signage shall be in compliance with Ordinance No. 184290 – Establishing the Coliseum and Soccer Stadium Sign District adopted by the City of Los Angeles on May 6, 2016, a copy of which is attached as **Schedule 9.2(a)**, as such ordinance may be amended from time to time; provided, however, that Landlord shall not request such an amendment that would unreasonably affect Tenant's rights set forth in this Section without Tenant's consent, which consent shall not be unreasonably withheld, conditioned or delayed.

(b) Notwithstanding any other provision of this Article, Tenant shall not, without the prior written consent of the Landlord, granted in its sole discretion, permit any signage or other advertising that constitutes advertising of, or advertising of a brand name, trademark or trade name for, tobacco products, firearms, pornographic or adult-themed merchandise or services, any gambling or wagering business (with the exception of lotteries operated for the benefit of Governmental Authorities) or any other product or service that is reasonably anticipated to bring disrepute or harm to the reputation of Tenant or Landlord.

9.3. Advertising Conflicts and Compliance with Laws. All Exposition Park entities, including Tenant, shall inform any sponsor, advertiser, or naming rights partner that such entity only controls the sponsorships for the property it controls and cannot and does not guarantee exclusivity with respect to product line for the remainder of Exposition Park. Tenant acknowledges that this Agreement limits Tenant's right to sell sponsorships or advertising only on the Premises which Tenant is leasing from Landlord and not on any other portions of Exposition Park. To the extent applicable in accordance with Law, all Exposition Park entities, including Tenant, shall comply with the existing City of Los Angeles sign ordinances and regulations in implementing a signage program on property controlled by such entity.

## **10. Maintenance and Condition of Premises.**

At Tenant's sole cost and expense, but subject to the terms and conditions of this Agreement, Tenant shall keep and maintain, or cause to be kept and maintained, the Premises and all equipment, Museum Improvements or physical structures of any kind which may exist or be erected, installed or made on the Premises in good and substantial repair and condition, and shall make all reasonably necessary repairs and alterations and replacements thereto, except to the extent that Landlord is required to maintain the Museum Parking Improvements pursuant to the Parking License Agreement. Tenant shall undertake such repairs, alterations or replacements in compliance with applicable Laws, and in compliance with the provisions of Article 5, to the extent applicable. Tenant shall maintain the Premises and Improvements thereon, including paved or unpaved ground surfaces, plazas, walkways, pedestrian and vehicular access areas (if any), in a safe, clean and sanitary condition, in compliance with all applicable Laws.

If Landlord reasonably and in good faith provides written notice to Tenant of a deficiency or other breach in the performance by Tenant of the maintenance and repair obligations of Tenant under this Article 10, then Tenant shall promptly commence the cure thereof and shall complete such cure within the time period for such cure set forth in Landlord's deficiency notice, which cure period shall not be less than thirty (30) days except if the deficiency pertains to a condition that is a threat to health or safety or otherwise constitutes an emergency situation, in which case Landlord shall have the right to immediately require Tenant to take all appropriate steps to avoid damage or injury. If the nature of the deficiency is such that it is not capable of cure within the cure period specified in Landlord's notice, then as long as during the specified cure period Tenant commences the cure of the deficiency and thereafter continues the prosecution of the completion of such cure in a manner and with such diligence that will effectuate the cure in as short a period as reasonably possible, then the cure period specified in Landlord's deficiency notice shall be extended for such additional time as necessary to complete the cure in as short a period as reasonably possible.

## **11. Certain Other Covenants of the Parties.**

### **11.1. Insurance.**

(a) Commercial General Liability Coverage. Tenant shall procure and maintain during the Term or any extension thereof, at its sole cost and expense, a policy or policies of commercial general liability insurance (occurrence form only) relating to the use and occupancy of the Premises and the business operated by Tenant. Such coverage shall have minimum combined single limit of liability of at least Fifteen Million Dollars (\$15,000,000) per occurrence

and a general aggregate limit of at least Fifteen Million Dollars (\$15,000,000). The policy or policies required herein by Tenant shall be endorsed to add Landlord (i.e. The State of California, its officers, agents and employees and any other persons or entities reasonably designated by Landlord) as an additional insured and shall provide that such coverage shall be primary and that any insurance and/or self-insured programs maintained by Landlord shall not be construed as contributory. During the Term or any extension thereof, Landlord agrees at its sole cost to maintain insurance coverage, or a program of self-insurance, that provides for commercial general liability, public liability and liability for property damage coverage having per occurrence and aggregate liability limits of at least Five Million Dollars (\$5,000,000), with commercially reasonable deductibles as reasonably determined by Landlord from time to time.

(b) Real and Personal Property Insurance. During the Term or any extension thereof, Tenant shall cause to be effected upon the Premises (including any additions or improvements thereon made by Tenant and any fixtures or equipment installed by Tenant) commercial property insurance on a special form basis in the amount of 100% of the full replacement value of the improvements located on the Premises (including plate glass window insurance), with building laws and ordinance endorsement subject to a commercially reasonable sub-limit, and also providing combined business interruption and extra expense coverage for the actual loss sustained until resumption of normal operations. Such policy shall contain a replacement cost endorsement and a stipulated amount endorsement. The amount of the replacement cost endorsement shall be updated every five years. With respect to any insurance effective for a term extending beyond the Term, Tenant shall be obligated to pay only such proportion of the premium upon such insurance as that portion of the term of the policy lapsing prior to the expiration of the Term of this Agreement bears to the entire term of the policy. Tenant shall have the option but not the obligation to purchase earthquake and flood insurance.

(c) Builder's Risk Coverage. With respect to the construction of the Improvements or any Alterations to the Premises, Tenant shall procure and maintain (or shall cause to be procured and maintained) insurance for course of construction insurance or builder's risk insurance, covering all such construction and operations. Such insurance shall be written on specified location all risk form or a blanket all risk form and cover the full replacement cost of all such Improvements as well as incidental damages, including rental obligations, rental interruption or rental loss (as applicable). Such insurance shall also provide coverage for any upgrades or changes in building codes or other such Laws in the event of loss to the Improvements. Tenant shall have the option but not the obligation to purchase flood and earthquake insurance.

(d) Workers' Compensation and Employer's Liability Insurance. If Tenant has employees as defined by the State of California, Tenant shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Such policy or policies shall include Employers' Liability (Coverage B) including Occupational Disease with limits of not less than One Million Dollars (\$1,000,000) per person per accident. Landlord and Tenant shall each require that its contractors, vendors, concessionaires, licensees, sponsors and promoters (collectively, "**Contractors**") who have access to the Premises for the performance of work or the staging of Events shall maintain worker's compensation insurance and employers' liability insurance in the amounts required by applicable Laws. Unless Tenant is self-insured for this coverage, the workers' compensation policy of Tenant shall contain a waiver of subrogation endorsement in favor of the Landlord. Notwithstanding anything contained herein to the contrary,

Tenant shall be permitted, in its sole and absolute discretion, to self-insure the workers' compensation coverage required herein so long as such self-insurance complies with all applicable Laws.

(e) Automobile Liability Insurance. If vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then Tenant shall maintain liability insurance for all owned, maintained, non-owned or hired vehicles so used in an amount of not less than Two Million Dollars (\$2,000,000) combined single limit each accident. Such policy or policies required herein by Tenant shall be endorsed to add the Landlord (i.e. The State of California, its officers, agents and employees and any other persons or entities reasonably designated by Landlord) as an additional insured. Notwithstanding anything contained herein to the contrary, Tenant shall be permitted, in its sole and absolute discretion, to self-insure the automobile liability insurance coverage required herein.

(f) Insurance Requirements.

(i) All insurance required under this Section 11.1 and/or this Agreement shall provide for severability of interests. All insurance policies required to be carried under this Section 11.1 and/or this Agreement shall be written by companies authorized to do business in California and rated A-VII or better in *A. M. Best's Insurance Guide* or an equivalent rating from another industry-accepted rating agency. Liability insurance policies required to be maintained by Tenant shall add Landlord (i.e. The State of California, its officers, agents and employees and any mortgagee or other persons or entities reasonably designated by Landlord) as an additional insured.

(ii) Notwithstanding any provision in this Section 11.1 to the contrary, Landlord hereby permits Tenant, and if Tenant hereby elects, to maintain a self-insured retention in an aggregate amount not to exceed Five Million Dollars (\$5,000,000). All self-insured retentions maintained by Tenant shall be applicable on a per occurrence basis. Tenant's right to maintain a self-insured retention in an aggregate amount not to exceed Five Million Dollars (\$5,000,000) is conditioned upon Tenant maintaining during the Term or any extension thereof a tangible net worth at least equal to Five Hundred Million Dollars (\$500,000,000). In the event Tenant's tangible net worth is less than Five Hundred Million Dollars (\$500,000,000), Landlord may require Tenant to (a) reduce or eliminate such self-insured retention as respects this Agreement with Landlord, or (b) procure a bond which guarantees payments of losses and related investigations, claims administration, and defense costs and expenses. Tenant shall be solely responsible for any deductible and/or self-insured retention amount, so that so far as Landlord is concerned, it will be as if the related insurance had no deductible and/or self-insured retention amount whatsoever.

(iii) Prior to the Effective Date and/or commencement of any operations on the Premises by Tenant, Tenant shall provide Landlord with: (a) valid certificates of insurance issued by the insurance carrier of each policy of insurance required to be carried by Tenant hereunder showing the carriers, policy numbers, names of additional insured and expiration dates, and (b) all required endorsements. Tenant shall provide to Landlord within ten (10) business days following receipt by Landlord of a copy of any cancellation or non-renewal of insurance required by this Agreement.

(iv) All insurance shall be written on an occurrence form basis, and shall not be written on a claims-made form.

(v) The parties hereby release each other, and their respective successors and assigns, from any claims for damage to any person, the Premises, or to the Improvements and any personal property in or on the Premises, that are caused by or result from risks insured against under any insurance policies carried by the parties and in force at the time of any such damages, provided that such release shall only be effective to the extent of the actual coverage of the insurance policies. Each party shall cause each insurance policy obtained by it to provide that the insurance company waives all right of recovery by way of subrogation against either party in connection with any damage covered by any policy carried with respect to the Premises or the Improvements.

(vi) If a party fails to procure and maintain in full force and effect any of the insurance coverage required to be carried by such party, then upon written notice to the breaching party the non-breaching party shall have the right to acquire such insurance coverage at the sole cost and expense of the breaching party, and the breaching party shall within ten (10) days following demand, reimburse the non-breaching party for the costs and expenses of acquiring such coverage, plus interest at the Default Rate on the amount of such costs and expenses from the date such costs and expenses were incurred until the date of reimbursement by the non-breaching party.

(g) Subcontractor/Vendor Requirements. Landlord and Tenant shall require that all of its Contractors (i) provide general liability and automobile insurance coverage in commercially reasonable form and amounts reasonably acceptable to Landlord and Tenant, and naming Landlord and Tenant as additional insureds; and (ii) expressly agree to indemnify, defend and hold Landlord and Tenant harmless from and against any costs, claims or liability arising out of work performed or services provided by such Contractor, regardless of whether such Contractor performs work or services directly for Landlord or Tenant or for another Contractor.

(h) Controlled Insurance Programs. Landlord acknowledges and agrees that Tenant may satisfy some or all of its obligations to procure liability insurance, and to cause its Contractors (whether engaged directly by Tenant or by a Contractor engaged, directly or indirectly, by Tenant) to procure liability insurance, during construction of any or all of the Improvements or any Alterations, through a project specific owner controlled insurance program or contractor controlled insurance program that provides coverages that are substantively at least equivalent to the respective coverages required by this Section 11.1.

(i) Periodic Review. Landlord and Tenant agree that the terms and conditions of this Section 11.1 are subject to periodic review and revision by mutual consent of the parties in light of then-prevailing conditions.

11.2. Transfer of Premises. In the event that Landlord, in its sole and absolute discretion, determines or seeks to convey, effective at any time during the Term, all or any part of the Landlord's interest in the Premises to a Person other than the State (or a commission, department, joint powers authority or other subdivision of any of the foregoing) then and in such event and at any time prior to Landlord's consummating any such conveyance or entering into an agreement to consummate any such conveyance, other than with or to a Governmental Authority, it shall notify

Tenant of Landlord's determining or seeking to so convey all or any portion of Landlord's interest in the Premises, identifying the subject matter of such conveyance. If within thirty (30) days' of such notice, Tenant provides notice to Landlord that Tenant would itself like to negotiate the terms of its acquisition of Landlord's interest, and in its notice to Landlord provides a proposal in reasonable detail regarding such acquisition, then Landlord shall provide Tenant with a right to negotiate with Landlord or its representatives about such proposal for a period of no less than thirty (30) days following the date of Tenant's notice to the Landlord. During such period, Landlord and Tenant shall negotiate exclusively with one another in good faith, but neither party shall be obligated in any way to reach a definitive or other binding agreement. Landlord shall not be required to provide Tenant with the terms of or any other information about any competing proposal, or offer any such terms to Tenant. Upon expiration of such negotiating period for any reason or no reason, Landlord shall be free to consummate any such conveyance with a third party concerning the subject matter of the notice Landlord originally provided to Tenant on any terms Landlord so desires and free of any rights in respect of same that Tenant may have under this Section 11.2; provided, however, if Landlord does not consummate such conveyance to a third party within eighteen (18) months after the expiration of the negotiating period, or proposes to consummate such conveyance on terms which, in the aggregate, are less favorable to Landlord than those offered by Tenant in its initial notice to Landlord in which it indicated that it would like to negotiate the terms of its acquisition of the Landlord's interest, then and in either of such events, unless the Term has expired, Landlord shall again comply with this Section 11.2 prior to consummating any such conveyance or entering into an agreement to consummate any such conveyance. In no event shall Landlord have the right to transfer or assign its interest in any improvements on the Premises except in connection with an conveyance of Landlord's entire interest in the Premises on which such improvements are located. Notwithstanding anything contained herein to the contrary, Tenant agrees to waive this Section if Landlord desires to assign its interest for monetization purposes.

11.3. Authority, Validity, Enforceability and Compliance with Law. Each party hereby represents and warrants to, and covenants with, the other that:

(a) The execution, delivery and performance by such party of this Agreement has been duly authorized by necessary action, if any, by its highest governing board authorized to bind such party (the Science Center Board of Directors with the consent of the Department of General Services and the California Natural Resources Agency in the case of Landlord, and its Board of Directors, in the case of Tenant);

(b) This Agreement has been duly executed and delivered by such party, and assuming the due execution and delivery by the other, this Agreement constitutes a valid and binding obligation of such party, enforceable against such party in accordance with its terms, except as the same may be limited by bankruptcy, insolvency, reorganization, fraudulent transfer, preference, moratorium or other similar Laws now or hereafter in effect relating to creditors' rights generally and that the remedy of specific performance and injunctive and other forms of equitable relief may be subject to equitable defenses and to the discretion of the court before which any proceeding may be brought;

(c) The execution, delivery and performance by such party of this Agreement does not:

- (i) Violate any provision of its governing documents;
- (ii) Violate or result in a breach or default (with or without notice or lapse of time or both) of any material contract (including any credit or financing agreements) to which it is a party or to which any of its properties or assets may be bound; or
- (iii) Violate any Law or any order of any Governmental Authority applicable to such party; and
- (d) Such party's obligations hereunder shall be performed in compliance with Law in all material respects.

#### 11.4. Attornment and Estoppel.

(a) Subject to satisfaction or waiver of the conditions set forth in Section 11.2, if the Premises or any part thereof is conveyed or assigned, Tenant shall attorn to Landlord's successor(s) in interest as Landlord under this Agreement.

(b) Each party (a "requested party") hereto agrees that at any time, and from time to time, upon not less than twenty (20) business days' prior notice from the other party (a "receiving party"), it will execute, acknowledge and deliver to such other party a statement addressed to such other party or to such addressee as is designated by such other party and who is financially interested in the relationship created hereby between the parties:

(i) Certifying that this Agreement and the documents executed in connection herewith represent the entire agreement between the parties as to their subject matter, and are unmodified and in full force and effect (or, if modified, stating the nature of such modification) and certifying that this Agreement and the documents executed in connection herewith, as so modified, are in full force and effect;

(ii) Certifying the Commencement Date and date of expiration of the Term;

(iii) Certifying that there has been no assignment or transfer of this Agreement, or any interest therein, by the requested party, directly or indirectly, which assignment or other transfer is in violation of this Agreement; and

(iv) Acknowledging that there are not, to the requested party's actual knowledge, any uncured defaults on the part of the receiving party hereunder (or the occurrence of events which, with the passage of time, or the giving of notice, or both, would constitute a default hereunder), and that the requested party has no right of offset, counterclaim or deduction against amounts payable hereunder, or specifying such defaults if they are claimed.

Any such statement may be conclusively relied upon by any present or prospective lender or any other third party financially interested in the relationship created hereby between the parties.

11.5. Surrender. Upon expiration of the Term or earlier termination of this Agreement, Tenant shall surrender to Landlord the Premises (including all improvements located thereon) in

the condition that Tenant was required to maintain and repair the Premises during the Term, subject to reasonable wear and tear, Force Majeure Events in effect at the end of the Term and Damage that Tenant is not required to repair pursuant to Section 12.5. Tenant shall remove all of Tenant's personal property from the Premises. Any of Tenant's personal property that is not required to be surrendered and transferred to Landlord, but that is not removed by Tenant within ten (10) days following the expiration or earlier termination of this Agreement, shall be deemed abandoned by Tenant and may be stored, removed, and disposed of by Landlord at Tenant's expense (together with interest on the amounts advanced by Landlord at the Default Rate accruing from the date of advance by Landlord from time to time until payment), and Tenant waives all claims against Landlord for any damages resulting from Landlord's retention and disposition of such property.

11.6. Holdover. If Tenant holds over after the expiration or earlier termination of this Agreement (not including continued occupancy by Tenant in accordance with a successor, renewal or extension lease between Tenant and the then fee title or master leasehold title holder of the Premises), whether with or without the express or implied consent of Landlord, such holding over shall be deemed to be a tenancy from month-to-month only, and shall not constitute a renewal or extension of the Term. During any such holdover period, Tenant shall be required to pay to Landlord the then-fair market rental value of the Premises as determined by the average of the rental rates determined by (x) a then-current appraisal of the then-fair market rental value of the Premises conducted by an independent appraiser certified by the American Institute of Real Estate Appraisers (an "**Appraiser**") selected by Landlord and (y) a then-current appraisal of the then-fair market rental value of the Premises conducted by an Appraiser selected by Tenant. Such holdover shall otherwise be subject to the same terms, conditions, restrictions and provisions as herein contained. Nothing contained herein shall be construed as consent by Landlord to any holding over by Tenant, and Landlord expressly reserves the right to require Tenant to surrender possession of the Premises to Landlord as required under this Agreement upon the expiration or other termination of this Agreement (except to the extent that Tenant has the right to continue to possess the Premises pursuant to a successor, renewal or extension lease). The provisions of this Section 11.6 shall not be deemed to limit or constitute a waiver of any other rights or remedies of Landlord provided at law or in equity. If Tenant fails to surrender the Premises upon the termination or expiration of this Agreement (except to the extent that Tenant has the right to continue to possess the Premises pursuant to a successor, renewal or extension lease), in addition to any other liabilities to Landlord accruing therefrom, Tenant shall defend, indemnify and hold Landlord harmless from all losses, costs (including reasonable attorneys' fees), damages, claims and liabilities resulting from such failure, including, without limitation, any claims made by any succeeding tenant or buyer arising from such failure to surrender.

11.7. Condemnation.

(a) Taking. If all or any part of the Premises, or Tenant's leasehold interest as described in this Agreement, or any part thereof, is taken for any public or quasi-public use, or by right of eminent domain, under applicable Laws (a "**Taking**" or "**Taken**", or "**to Take**"), and the Taking is either a total Taking or a partial Taking which would render the Premises unusable for the purposes for which such property was intended for a period of more than one year, then upon written notice by Tenant to Landlord this Agreement shall terminate on the date title transfers pursuant to such Taking.

(b) Award for Taking of Premises and Improvements. In the event that Landlord exercises any right it has under applicable Laws to Take all or any part of the Premises, or Tenant's leasehold estate in the Premises as described in this Agreement, the parties hereto agree that Tenant shall be entitled to an award equal to (i) the fair market value of Tenant's right, title and interest in the leasehold estate to the Premises under this Agreement; plus (ii) the fair market value of the Improvements made to the Premises.

(c) Award for Taking by Someone Other than Landlord. In the event of a Taking of all or any part of the Premises, or Tenant's leasehold estate in the Premises as described in this Agreement, other than as described in clauses (a) and (b) of this Section 11.7, the parties hereto agree that Tenant shall be entitled to pursue an award from the condemning authority equal to the sum of (i) the fair market value of Tenant's right, title and interest in the leasehold estate to the Premises under this Agreement, plus (ii) the fair market value of the Improvements made to the Premises.

11.8. CEQA Compliance. With respect to any activity undertaken pursuant to this Agreement that is a "Project" pursuant to the California Environmental Quality Act, the "lead agency" and any and all "responsible agencies" shall be determined by Law.

11.9. Exposition Park Master Plan. Tenant acknowledges that Landlord is commencing the process of updating the Exposition Park Master Plan. Each of the Park entities is expected to contribute toward the costs of preparing the Exposition Park Master Plan. Within thirty (30) days of Landlord's written request, Tenant shall be obligated to pay its share of the costs of preparing the Exposition Park Master Plan, which amount shall be \$75,000. Landlord shall provide Tenant with opportunities to participate in the process for the design and adoption of the updated Exposition Park Master Plan on the same basis as other Exposition Park entities. Tenant agrees (a) not to object to the implementation of the Exposition Park Master Plan, (b) to comply with the Exposition Park Master Plan and (c) to cooperate with the implementation of the Exposition Park Master Plan with regards to other areas of Exposition Park, provided in each case that (x) implementation of the Exposition Park Master Plan does not interfere with Tenant's leasehold interest in the Premises or impair or impede Tenant's rights under this Agreement, including the right to possess, occupy and control the Premises and develop and use the Improvements, (y) such implementation is performed at no cost to Tenant, and (z) Tenant shall not be obligated to incur any costs associated with its cooperation other than its contribution toward the updated Exposition Park Master Plan design and adoption costs. Nothing set forth herein shall constitute Tenant's approval of, or consent to, the updating of or changes, amendments, or modifications to the Exposition Park Master Plan.

## **12. Default, Indemnification, Force Majeure, Damage and Destruction, Disputes.**

12.1. Events of Default. The occurrence of any one or more of the following events shall constitute a material default of this Agreement ("**Default**"):

(a) A party's failure to make any payment required to be made hereunder, as and when due, where such failure shall continue for a period of ten (10) business days after written notice thereof from the other party;

(b) A party's failure to observe or perform any of the material covenants, conditions or provisions of this Agreement to be observed or performed by such party other than those referenced in Section 12.1(a), where such failure shall continue for a period of thirty (30) days after written notice thereof from the other party; provided, however, that if the nature of the noncompliance is such that more than thirty (30) days are reasonably required for its cure, then the party shall not be deemed to be in default if such party commences such cure within said thirty (30) day period and thereafter diligently pursues such cure to completion;

(c) A party's failure to observe or perform any of the material covenants, conditions or provisions of the Parking License Agreement such that an Event of Default (as defined in the Parking License Agreement) exists thereunder;

(d) A party's acts of bankruptcy as follows: (i) its making any general assignment for the benefit of its creditors; (ii) its filing a voluntary petition in bankruptcy; (iii) its becoming the subject of an involuntary petition in bankruptcy that is not dismissed within sixty (60) days; (iv) a trustee or receiver being appointed to take possession of substantially all of its assets located at the Premises or of its interest in this Agreement, where possession is not restored within thirty (30) days; or (v) there occurring an attachment, execution or other judicial seizure of substantially all of its assets at the Premises or its interest in this Agreement, where such seizure is not discharged within thirty (30) days; provided that in the event the application of any provision of this Section 12.1 is contrary to any applicable Law, such provision as applied shall be of no force or effect;

(e) Tenant voluntarily ceases or abandons construction of the Improvements for a period of sixty (60) days or longer; or

(f) Tenant voluntarily ceases to operate the Museum as a public Museum, after completion of the Museum Improvements, for more than one hundred eighty (180) consecutive days.

12.2. Remedies. In the event of any default or breach of this Agreement, then after giving effect to the notice and cure periods specified above and the dispute resolution procedures set forth below, the non-defaulting party shall have the right (in addition to all other rights or remedies available at law or in equity) to cure such breach at the expense of the breaching party, to offset the cost of cure and/or the amount of damages sustained or incurred by the non-breaching party as a result of such breach against any amounts the non-breaching party owes or may owe the breaching party in the future under this Agreement, and with respect to Tenant only, the right to terminate this Agreement in accordance with applicable Laws and the provisions of this Agreement, provided, however, if Tenant elects to terminate this Agreement, at Landlord's election Tenant shall be responsible for removal of the Improvements on the Premises including the payment of all costs associated with such removal and Tenant shall upon the effective date of such termination post a bond or other form of surety for the full costs of demolition of the Improvements naming the Landlord as a co-obligee. In the event of any default or breach, or any threatened breach of a material provision of this Agreement by the Tenant, in addition to any other rights otherwise available, Landlord shall have the right to obtain an injunction, or any other appropriate equitable relief. Tenant further acknowledges that breach of this Agreement would cause irreparable harm to Landlord and therefore agrees to the entry of temporary, preliminary and

permanent injunctions by any court of competent jurisdiction to prevent breach, or to compel performance, of this Agreement. This remedy is in addition to any other remedy available to Landlord for breach of this Agreement by Tenant. Tenant acknowledges that in any proceeding seeking relief for a breach of this Agreement of, or in connection with, a Tenant default or breach, any requirement under the applicable Laws for Landlord to post any bond or other security or collateral as a condition of any relief sought or granted is hereby waived, and Tenant shall not request the same. Tenant hereby waives any right it may have to object to or to raise any defense under applicable laws to any actual or requested award of the remedy of specific performance in any action brought by or on behalf of Landlord in connection with a failure or threatened failure of Tenant to comply with the provisions of Article 6, 10 or 11.1 of this Agreement except for: (a) the alleged unclean hands of Landlord or laches in the commencement of the proceedings, and (b) the defense that there has, in fact, not been a default or threatened breach under Articles 6, 10, or 11.1 of this Agreement. Notwithstanding any rights and remedies otherwise available to Landlord at law or in equity or under this Agreement, Landlord agrees that it shall not have, and hereby waives, any right or remedy to terminate this Agreement as a result of or due to Tenant's breach hereof or default hereunder except in the event of such breach or default occurring pursuant to Section 12.1(e) or (f).

12.3. Late Payments. Except as expressly herein provided, any amount due under this Agreement that is not paid when due shall bear interest at the Default Rate from the date due until the date actually paid. Payment of such interest shall not excuse or cure any default under this Agreement.

12.4. Force Majeure. Tenant and Landlord agree that neither party shall be liable to the other party for any non-performance, in whole or in part, of its non-monetary obligations under this Agreement (i.e., excluding all obligations for the payment of money) caused by the occurrence of any contingency beyond the reasonable control of the parties (financial inability excepted), including but not limited to, declared or undeclared war, sabotage, insurrection, riot or other acts of civil disobedience, acts of a public enemy, acts of Governmental Authorities (other than Landlord, or the acts of any Governmental Authority that is a member of Landlord, if applicable solely to Landlord's facilities or activities) affecting the terms of this Agreement, delays caused by Governmental Authorities in the processing or issuance of entitlements or permits (so long as Tenant has diligently commenced and pursued such entitlements in a commercially reasonable manner), CEQA litigation, labor disputes, shortages of fuel or materials, fires, explosions, floods, earthquakes or other acts of God (collectively, "*Force Majeure Events*"). In the event that any Force Majeure Event prevents or delays the performance of a non-monetary obligation under this Agreement, then the time period for the performance of such non-monetary obligation shall be extended for the duration of time the performance of such obligation is prevented or delayed by the Force Majeure Event; provided, however, that in no event shall any period of prevention or delay due to a Force Majeure Event commence until the party whose performance is delayed notifies the other party in writing of the occurrence of the Force Majeure Event and the nature and expected duration of the prevention or delay.

12.5. Damage and Destruction. If all or a part of the Improvements located on the Premises are materially damaged by fire, earthquake or other casualty (any such casualty being hereinafter referred to as "*Damage*"), then Tenant shall promptly give Landlord notice of the Damage. Within ninety (90) days after Tenant has selected a third party construction consultant

(or such longer period of time as is reasonably requested by the consultant), the consultant shall notify Landlord and Tenant in writing of the consultant's reasonable estimate of the time and cost required to repair such Damage (the "*Damage Estimate*").

(a) If the Damage Estimate contemplates that the Damage can be repaired at an estimated cost that is less than fifty percent (50%) of the then replacement cost of the affected Improvements (as reflected in then-current insurance policy covering the Improvements), then (i) Tenant shall repair the Damage and restore the Improvements to substantially the condition existing immediately prior to the Damage as expeditiously as reasonably possible, and (ii) the Term set forth in this Agreement shall remain in full force and effect; provided, however, that if (x) the estimated cost of repairing the Damage equals or exceeds fifty percent (50%) of the then replacement cost of the affected Improvements (as reflected in then-current insurance policy covering the Improvements), or (y) the Damage occurs during the last five (5) years of the Term, then Tenant shall not be required to repair the Damage and shall have the right to terminate this Agreement as to all of the Premises.

(i) If Tenant elects to terminate this Agreement pursuant to subsection (a) above, Tenant shall exercise such right by written notice to Landlord within ninety (90) calendar days after Tenant receives such Damage Estimate, which termination shall be effective thirty (30) days after the date of Tenant's termination notice. In the event that Tenant elects to terminate this Agreement, Tenant shall be responsible for demolishing the remaining Improvements on the Premises at its sole cost, if Landlord elects to have Tenant remove the Improvements.

(b) Except as otherwise expressly provided in this Section 12.5, no Damage shall entitle Tenant to terminate this Agreement.

(c) Landlord and Tenant acknowledge that the terms and provisions of this Section 12.5 constitute the parties' consensual agreement with respect to the occurrence of any Damage, and Tenant waives the provisions of any applicable Law that is inconsistent with the terms and provisions of this Section 12.5, including without limitation, California Civil Code Sections 1932(2) and 1933(4).

#### 12.6. Resolution of Disputes.

(a) In the event of any dispute or claim arising out of or relating to this Agreement, then prior to instituting any legal action with respect thereto (except for provisional relief), a party shall provide the other party with notice of the potential claim and shall request good faith negotiations be commenced. Within five (5) business days after delivery of said notice, the parties will commence in good faith to attempt to resolve such dispute by telephonic or face-to-face negotiations that shall include representatives of each side with decision-making authority, and shall continue thereafter to engage in such discussions as often as they reasonably deem necessary or productive to exchange information and to attempt to resolve the dispute or claim.

(b) If the parties are unable to resolve the dispute, then either party may, request that the parties engage in alternative dispute resolution, including but not limited to non-binding mediation, non-binding arbitration or binding arbitration. If the parties do not engage in alternative

dispute resolution or if alternative dispute resolution is unsuccessful, each party shall have all rights and remedies available in law and equity, except to the extent that such rights are expressly limited elsewhere herein.

12.7. Venue. Subject to Section 12.6, all claims or controversies arising out of or related to the performance under this Agreement shall be submitted to and resolved in a forum within the County of Los Angeles at a place to be determined by the rules of the forum.

### **13. Leasehold Mortgages.**

Notwithstanding anything in this Agreement to the contrary, without Landlord's consent, at any time: (a) Tenant may grant Leasehold Mortgage(s) encumbering this Agreement and Tenant's leasehold interest in the Premises to third party lenders unaffiliated with Tenant; (b) any Leasehold Mortgagee may initiate and complete any Foreclosure Event and exercise any other rights and remedies against Tenant and the leasehold estate (but not the fee estate) under its Leasehold Mortgage; and (c) any post-foreclosure tenant may assign this Agreement to a New Tenant, to the extent such New Tenant is approved by Landlord in Landlord's reasonable discretion. Landlord need not and will not join in, or "subordinate the fee estate to," any Leasehold Mortgage. No Leasehold Mortgage shall reduce any party's rights or obligations under this Agreement. Notwithstanding anything to the contrary in this Agreement, from and after the date when Landlord has received notice of any Leasehold Mortgage, for such Leasehold Mortgagee and its successors and assigns:

13.1. Lease Impairments. Any Lease Impairment made without Leasehold Mortgagee's consent shall (at Leasehold Mortgagee's option) be null, void, and of no force or effect, and not bind Tenant, Leasehold Mortgagee, or New Tenant.

13.2. Notices. Landlord shall provide notice of any Tenant default to any Leasehold Mortgagee if the Landlord has been provided notice information for such Leasehold Mortgagee, however, Landlord's failure to provide such notice to the Leasehold Mortgagee shall not extend any of Tenant's cure periods or prevent Landlord from exercising any of its remedies under this Agreement.

13.3. Opportunity to Cure. Landlord shall accept Leasehold Mortgagee's cure at any time until thirty (30) days after Tenant has received the notice of Default for such Default. If Leasehold Mortgagee cannot reasonably cure the Default within the cure period, but commences cure within the cure period, it shall have an additional ninety (90) days to complete the cure so long as it proceeds with reasonable diligence. If Leasehold Mortgagee cannot reasonably cure a Default without possession, Leasehold Mortgagee shall be entitled to such additional time as it reasonably needs to consummate a Foreclosure Event and obtain possession, provided Leasehold Mortgagee timely exercises its cure rights for all other Defaults and provided further that such Foreclosure Event is concluded within eighteen (18) months of initiation of the Foreclosure Event. If Leasehold Mortgagee consummates a Foreclosure Event, Landlord shall waive all Tenant-Specific Defaults.

13.4. Cure Rights Implementation. So long as Leasehold Mortgagee's time to cure a Tenant Default or, if applicable, consummate a Foreclosure Event has not expired, Landlord shall

not terminate this Agreement, accelerate any rent, or interfere with Tenant's possession and quiet enjoyment of the leasehold estate. Leasehold Mortgagee may enter the Premises to seek to cure a Tenant Default. This right or its exercise shall not be deemed to give Leasehold Mortgagee possession or impose any obligations on Leasehold Mortgagee as Tenant.

13.5. New Lease. If this Agreement terminates for any reason (except with Leasehold Mortgagee's consent or because of a loss, subject to the provisions of this Agreement on Lease Impairments), even if Leasehold Mortgagee failed to timely exercise its cure rights for a Tenant Default, Landlord shall promptly give Leasehold Mortgagee a Lease Termination Notice. By giving notice to Landlord on or before the day that is thirty (30) days after Leasehold Mortgagee receives Landlord's Lease Termination Notice (the "*New Lease Option Period*"), Leasehold Mortgagee may require Landlord to promptly enter into a New Lease with New Tenant. Landlord need not do so, however, unless New Tenant, consistent with the Lease Termination Notice: (a) is Leasehold Mortgagee or an affiliate of Leasehold Mortgagee; (b) has cured all reasonably curable Tenant Defaults (except Tenant-Specific Defaults); (c) has reimbursed Landlord's reasonable third party out-of-pocket costs and expenses (including reasonable attorneys' fees and expenses) to terminate this Agreement, recover the Premises, and enter into the New Lease; and (d) the New Tenant enters into a Parking License Agreement on the same terms as the then existing Parking License Agreement with Landlord at the same time as entering into the New Lease.

13.6. New Lease Implementation. If Leasehold Mortgagee timely requests a New Lease in conformity with this Agreement, then from the date this Agreement terminates until the parties execute and deliver a New Lease, Landlord shall not: (a) operate the Premises in an unreasonable manner, or (b) lease all or any portion of the Premises, except to New Tenant. When the parties sign a New Lease, Landlord shall transfer to New Tenant all service contracts and Premises operations.

13.7. Tenant's Leasehold Rights. Notwithstanding anything to the contrary in this Agreement, so long as Leasehold Mortgagee's time to obtain a New Lease has not expired, it may exercise Tenant's rights under this Agreement, even if a Tenant Default exists or Tenant has otherwise not satisfied conditions within Tenant's control.

13.8. Certain Proceedings. If Landlord or Tenant initiates any dispute resolution proceeding, then Tenant shall simultaneously notify Leasehold Mortgagee. Leasehold Mortgagee may participate in such proceedings on Tenant's behalf, or exercise any or all of Tenant's rights in such proceedings, in each case (at Leasehold Mortgagee's option) to the exclusion of Tenant. No settlement shall be effective without Leasehold Mortgagee's consent, unless Tenant simultaneously pays the settlement and the claimant has released (or does not assert) any claim against Leasehold Mortgagee.

13.9. No Personal Liability. No Leasehold Mortgagee shall ever have any liability under this Agreement beyond its interest in this Agreement, even if it becomes Tenant or assumes this Agreement.

13.10. Multiple Leasehold Mortgagees. If at any time multiple Leasehold Mortgagees exist of which Landlord has received Notice: (a) any consent by or notice to Leasehold Mortgagee refers to all Leasehold Mortgagees; (b) except under clause "a," the most senior Leasehold

Mortgagee may exercise all rights of Leasehold Mortgagee(s), to the exclusion of junior Leasehold Mortgagee(s); (c) to the extent that the most senior Leasehold Mortgagee declines to do so, any other Leasehold Mortgagee may exercise those rights, in order of priority; and (d) if Leasehold Mortgagees do not agree on priorities, a written determination of priority issued by a title insurance company licensed in the State of California shall govern.

13.11. Miscellaneous. Notwithstanding anything to the contrary in this Agreement, Leasehold Mortgagee may: (a) exercise its rights through an affiliate, assignee, designee, nominee, subsidiary, or other Person, acting in its own name or in Leasehold Mortgagee's name (and anyone acting under this clause "a" shall automatically have the same protections, rights, and limitations of liability as Leasehold Mortgagee); (b) refrain from curing any Default; (c) abandon such cure at any time; or (d) withhold consent or approval for any reason or no reason, except where this Agreement states otherwise. Any such consent or approval must be written. To the extent any Leasehold Mortgagee's rights under this Agreement apply after this Agreement terminates, they shall survive such termination.

#### **14. General Provisions.**

14.1. No Agents. The parties hereto are independent contractors with respect to one another, and no partnership or relationship of agency is created hereby. Except as Landlord may specifically authorize in writing, Tenant and its subcontractors shall have no authority, express or implied, to act on behalf of or bind the Landlord in any capacity whatsoever as agents or otherwise. Except as Tenant may specifically authorize in writing, Landlord shall have no authority, express or implied, to act on behalf of or bind Tenant in any capacity whatsoever as agents or otherwise.

14.2. Waiver. Waiver of any term, condition, breach or default of this Agreement shall not be considered to be a waiver of any other term, condition, default or breach, nor of a subsequent breach of the one waived.

14.3. Successors. This Agreement shall inure to the benefit of, and shall be binding upon, the parties hereto and their permitted successors and/or assigns.

14.4. Assignment. Tenant shall not assign, sublease or transfer this Agreement, the Premises or any rights hereunder without the prior written consent of Landlord, which consent shall not be unreasonably withheld, delayed or conditioned. Any unauthorized assignment, sublease or transfer shall be null and void, and shall constitute a material breach by Tenant of its obligations under this Agreement. Notwithstanding the foregoing, Tenant shall have the right, upon notice to Landlord, to grant licenses, concessions, management agreements and other agreements with third parties for use of the Premises, other than the Museum Parking Improvements, without the obligation to seek Landlord's approval; as long as such agreements do not result in Tenant ceasing to occupy the Premises or ceasing to maintain control (whether through its rights under such agreement(s) or directly) over the Premises. All subleases, licenses, concessions and other agreements pertaining to the use or occupancy of the Premises shall be in compliance with and subject to the terms and provisions of this Agreement.

14.5. Applicable Law. This Agreement, and the rights and duties of the parties hereunder (both procedural and substantive), shall be governed by and construed according to the Laws of the State of California.

14.6. Entire Agreement. This Agreement, including any Schedules and Exhibits attached hereto, constitutes the entire agreement and understanding between the parties regarding its subject matter and supersedes all prior or contemporaneous negotiations, representations, understandings, correspondence, documentation and agreements (written or oral).

14.7. Written Amendment. This Agreement may only be changed by written amendment signed by Tenant and Landlord, subject to any requisite authorization by the Landlord. Any oral representations or modifications concerning this Agreement shall be of no force or effect.

14.8. Order of Precedence. In case of conflict between the terms of this Agreement and the terms contained in any document attached as an Exhibit or otherwise incorporated by reference, the terms of this Agreement shall strictly prevail.

14.9. Duplicate Originals. There shall be at least two (2) fully signed copies of this Agreement, each of which shall be deemed an original.

14.10. Time of Essence. Time is strictly of the essence of this Agreement and each and every covenant, term and provision hereof.

14.11. Notices. Any notice or demand to be given by one party to the other shall be given in writing and by personal delivery, via electronic mail transmittal, or Federal Express or other overnight courier service, or prepaid first-class, registered or certified mail, addressed as follows:

If to the Landlord:

Office of the Exposition Park Manager  
700 Exposition Park Drive  
Los Angeles, CA 90037  
E-mail: Ana.Lasso@expositionpark.ca.gov

Natural Resources Agency  
1416 Ninth Street, Suite 1311  
Sacramento, CA 95814  
Attn: Undersecretary  
E-mail: Thomas.Gibson@resources.ca.gov

Department of General Services  
Real Estate Services Division – SOLD  
707 Third Street, Fifth Floor  
P.O. Box 989052  
West Sacramento, CA 95798-9052  
E-mail: Kari.Chism@dgs.ca.gov

[Notices to be sent by overnight courier and first class mail]

If to Tenant prior to the opening of the Museum:

Lucas Museum of Narrative Art  
One Letterman Drive, Suite A3700  
P. O. Box 29137  
San Francisco, CA 94129-0137  
Attention: Angelo Garcia  
E-mail: angelo.garcia@skywalkerranch.com

And if to Tenant following the opening of the Museum:

Lucas Museum of Narrative Art  
3800 South Vermont Avenue  
Los Angeles, CA 90037  
Attention: President  
E-mail: don@lucasmuseum.org

Any such notice shall be deemed to have been given upon delivery, if personally delivered, or, if mailed or electronically mailed, upon receipt during normal business hours or upon expiration of three (3) business days from the date of posting in Los Angeles County, whichever is earlier. Either party may change the address at which it desires to receive notice upon giving written notice of such request to the other party.

14.12. Survival of Provisions. The obligations of this Agreement shall survive the expiration of the Term to the extent necessary to implement any requirement for the performance of obligations or forbearance of an act by either party hereto which has not been completed prior to the termination of this Agreement. Such survival shall be to the extent reasonably necessary to fulfill the intent thereof, or if specified, to the extent of such specification, as same is reasonably necessary to perform the obligations and/or forbearance of an act set forth in such term, covenant or condition. Notwithstanding the foregoing, in the event a specific term, covenant or condition is expressly provided for in such a clear fashion as to indicate that such performance of an obligation or forbearance of an act is no longer required, then the specific shall govern over this general provision.

14.13. Headings. The captions, paragraph headings and table of contents contained herein are for convenience or reference only and shall not be used in construing any part of this Agreement.

14.14. Usage. In this Agreement, unless a clear contrary intention appears:

- (a) The singular number includes the plural number and vice versa;
- (b) Reference to any Person includes such Person's successors and assigns but, if applicable, only if such successors and assigns are not prohibited by this Agreement, and

reference to a Person in a particular capacity excludes such Person in any other capacity or individually;

(c) Reference to any gender includes each other gender;

(d) Reference to any agreement, document or instrument means such agreement, document or instrument as amended or modified and in effect from time to time in accordance with the terms thereof;

(e) Reference to any Law means such Law as amended, modified, codified, replaced or reenacted, in whole or in part, and in effect from time to time, including rules and regulations promulgated thereunder, and reference to any section or other provision of any Law means that provision of such Law from time to time in effect, including the substantive amendment, modification, codification, replacement or reenactment of such section or other provision;

(f) The terms "hereunder," "hereof," "hereto," and words of similar import shall be deemed references to this Agreement as a whole and not to any particular section, subsection or other provision hereof;

(g) The term "including" (and with correlative meaning, "include") means including without limiting the generality of any description preceding such term;

(h) The term "or" is used in the inclusive sense of "or";

(i) With respect to the determination of any period of time, "from" means "from and including" and "to" means "to but excluding";

(j) References to documents, instruments or agreements shall be deemed to refer as well to all addenda, exhibits, schedules or amendments thereto; and

(k) References to any Schedule or Exhibit refer to the corresponding Schedule or Exhibit to this Agreement.

14.15. Fair Meaning. This Agreement and any documents or instruments delivered pursuant hereto shall be construed without regard to the identity of the Person who drafted the various provisions of the same. Each and every provision of this Agreement and such other documents and instruments shall be construed as though the parties participated equally in the drafting of the same. Consequently, any rule of construction that a document is to be construed against the drafting party shall not be applicable either to this Agreement or such other documents and instruments.

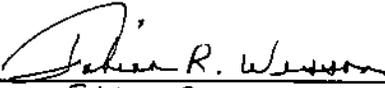
14.16. Incorporation of Exhibits and Schedules. All of the Exhibits and Schedules identified in this Agreement are incorporated herein by reference and made a part hereof.

*[signature page follows]*

IN WITNESS WHEREOF, the foregoing Lease and Agreement has been executed by the parties as of the date first set forth above.

CALIFORNIA SCIENCE CENTER

LUCAS MUSEUM OF NARRATIVE ART

By:   
Fabian R. Wesson

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

Title: Chair, Board of Directors.

Title: \_\_\_\_\_

CALIFORNIA NATURAL RESOURCES  
AGENCY

DEPARTMENT OF GENERAL SERVICES

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

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

Title: \_\_\_\_\_

Title: \_\_\_\_\_

APPROVED AS TO FORM:

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

Title: \_\_\_\_\_

IN WITNESS WHEREOF, the foregoing Lease and Agreement has been executed by the parties as of the date first set forth above.

CALIFORNIA SCIENCE CENTER

LUCAS MUSEUM OF NARRATIVE ART

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

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

Title: \_\_\_\_\_

Title: \_\_\_\_\_

CALIFORNIA NATURAL RESOURCES  
AGENCY

DEPARTMENT OF GENERAL SERVICES

By: Thomas Gibson  
\_\_\_\_\_

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

Title: Undersecretary

Title: \_\_\_\_\_

APPROVED AS TO FORM:

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

Title: \_\_\_\_\_

IN WITNESS WHEREOF, the foregoing Lease and Agreement has been executed by the parties as of the date first set forth above.

CALIFORNIA SCIENCE CENTER

LUCAS MUSEUM OF NARRATIVE ART

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

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

Title: \_\_\_\_\_

Title: \_\_\_\_\_

CALIFORNIA NATURAL RESOURCES  
AGENCY

DEPARTMENT OF GENERAL SERVICES

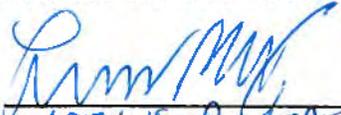
By: \_\_\_\_\_  
\_\_\_\_\_

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

Title: \_\_\_\_\_

Title: Chief Deputy Director

APPROVED AS TO FORM:

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

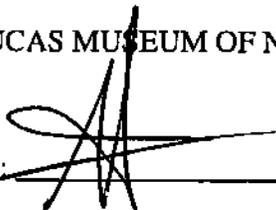
Title: CHIEF COUNSEL, DAS

IN WITNESS WHEREOF, the foregoing Lease and Agreement has been executed by the parties as of the date first set forth above.

CALIFORNIA SCIENCE CENTER

LUCAS MUSEUM OF NARRATIVE ART

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

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

Title: \_\_\_\_\_

Title: VICE PRESIDENT

CALIFORNIA NATURAL RESOURCES  
AGENCY

DEPARTMENT OF GENERAL SERVICES

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

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

Title: \_\_\_\_\_

Title: \_\_\_\_\_

APPROVED AS TO FORM:

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

Title: \_\_\_\_\_

## GLOSSARY

**Additional Museum Events** shall mean up to nine (9) Museum Events that each of California Science Center, CAAM, and Tenant have priority to schedule pursuant to Section 6.2(b)(iv)(B).

**Additional Tenant Event** and **Additional Tenant Events** have the respective meaning set forth in Section 6.2(b)(iv)(D).

**Additional Tenant Event Overflow Parking** has the meaning set forth in Section 6.2(b)(iv)(D).

**Agreement** has the meaning set forth in the first paragraph of this Agreement.

**Alterations** means material changes or additions to the initially constructed Museum Improvements, but does not include (x) repairs to such Museum Improvements or (y) non-structural, decorative changes and/or additions.

**Application** means any agreement, application, certificate, document, or submission (or amendment of any of the foregoing): (a) necessary or appropriate for any construction this Agreement allows, including any application for any building permit, certificate of occupancy, utility service or hookup, easement, covenant, condition, restriction, subdivision plat, or such other instrument as Tenant may from time to time reasonably request for such construction; (b) to allow Tenant to obtain any abatement, deferral, or other benefit otherwise available for real estate taxes; (c) if and to the extent (if any) this Agreement permits, to allow Tenant to change the use or zoning of the Premises; (d) to enable Tenant from time to time to seek any Approval or to use and operate the Premises in accordance with this Agreement; or (e) otherwise reasonably necessary and appropriate to permit Tenant to realize the benefits of the Premises under this Agreement.

**Appraiser** has the meaning set forth in Section 11.6.

**Approvals** means any and all licenses, permits (including building, demolition, alteration, use, and special permits), approvals, consents, certificates (including certificate(s) of occupancy), rulings, variances, authorizations, or amendments to any of the foregoing as shall be necessary or appropriate under any Law for the commencement, performance, or completion of any construction, or the zoning, rezoning (to the extent this Agreement allows), use, occupancy, maintenance, or operation of the Premises.

**Base Rent** has the meaning set forth in the Section 4.1.

**CAAM** means the California African American Museum.

**California Science Center** means the museum commonly known as the California Science Center.

**CEQA** means the California Environmental Quality Act.

**City** means the City of Los Angeles.

**Claims** has the meaning set forth in Section 5.4(d).

**Coliseum** means the stadium commonly referred to as the Los Angeles Memorial Coliseum, including the main stadium, other improvements on the Coliseum Property, and all fixtures appended thereto, as the same may exist from time to time during the Term.

**Coliseum Priority Event** has the meaning set forth in Section 6.2(b)(i).

**Coliseum Property** means the land on which the Coliseum is located and which is leased by Landlord to the Commission in conjunction with the Coliseum.

**Commencement Date** has the meaning set forth in Section 3.1.

**Commercially Reasonable Efforts** means the reasonable efforts that a reasonably prudent Person who was a party to this Agreement would, at the time of executing this Agreement, contemplate using in similar circumstances in an effort to achieve a desired result set forth in this Agreement in a reasonably expeditious manner, *provided that* "Commercially Reasonable Efforts" shall not require the violation of, or failure to discharge, any duty owed to a third party or the provision of any consideration to any third party of any amounts, except for the costs of making filings in the ordinary course of business, the reasonable fees and expenses of counsel and advisors, any nominal consent fees provided for in the existing provisions of any contract, and the customary fees and charges of Governmental Authorities.

**Commission** has the meaning set forth in Section 6.2(b)(ii).

**Commission Priority Event** has the meaning set forth in Section 6.2(b)(ii).

**Construction Period Rent** has the meaning set forth in Section 4.2.

**Contractors** has the meaning set forth in Section 11.1(d).

**CPI** means the Consumer Price Index for All Urban Consumers (CPI-U), Monthly Data, published by the U.S. Department of Labor, Bureau of Labor Statistics, or if such index is no longer published, a successor or substitute index agreed upon by Landlord and Tenant, published by a governmental agency and reflecting changes in consumer prices for urban consumers nationally.

**CPI Adjustment** has the meaning set forth in Section 4.2(a).

**Damage** has the meaning set forth in Section 12.5.

**Damage Estimate** has the meaning set forth in Section 12.5.

**Default** has the meaning set forth in Section 12.1.

**Default Rate** means the lesser of (i) the prime or reference rate announced from time to time by Bank of America, N.A. or its successor, plus three percent (3%) per annum, or if Bank

of America, N.A. and its successor cease to exist then the prime or reference rate announced from time to time by the largest state chartered bank in California in term of deposits, plus three percent (3%) per annum, or (ii) the maximum rate of interest permitted by Law.

***Department of General Services*** means the California Department of General Services.

***District Parking Areas*** means the surface lots and parking structures owned and/or operated by Landlord within Exposition Park and made available for use by the general public, as such may exist from time to time, provided that the Museum Parking Improvements shall only be included in District Parking Areas with respect to (A) the replacement parking spaces comprising the NHM Reserved Spaces, and (B) solely in conjunction with Major Events, and only with the prior consent of Tenant (which Tenant may grant or withhold in its sole and absolute discretion), the Museum Reserved Spaces (excluding 100 of such spaces unless otherwise agreed by Tenant in its sole and absolute discretion); otherwise the Museum Parking Improvements and the parking spaces it contains shall not constitute any part of the "District Parking Areas".

***Effective Date*** has the meaning set forth in the first paragraph of this Agreement.

***Events*** means, collectively, Special Events and Major Events, and ***Event*** means a Special Event or a Major Event.

***EXPO Center*** means the recreation, child care and aquatic center located within Exposition Park owned and operated by the City.

***Exposition Park*** means the park located within the boundaries of Exposition Boulevard, South Figueroa Street, South Vermont Avenue and West Martin Luther King Jr. Boulevard in Los Angeles, California.

***Exposition Park entities*** and variants thereof used in this Agreement (e.g., "entities in Exposition Park") means California Science Center, CAAM, NHM, EXPO Center, USC, LAFC and Tenant.

***Exposition Park Manager*** means the person designated as the Exposition Park Manager by the Governor in accordance with Food and Agriculture Code Section 4108.

***Exposition Park Master Plan*** means the California Museum of Science and Industry Exposition Park Master Plan dated May 1992 as such Master Plan may be amended from time to time.

***Final Plans and Specifications*** has the meaning set forth in Section 5.1.

***Force Majeure Event*** means an event described in Section 12.4.

***Foreclosure Event*** means any: (a) foreclosure sale (or trustee's sale, assignment in lieu of foreclosure, bankruptcy sale, or similar transfer) affecting the leasehold estate; or (b) Leasehold Mortgagee's exercise of any other right or remedy under a Leasehold Mortgage (or applicable law) that divests Tenant of its leasehold estate.

**General Parking Construction Period** has the meaning set forth in Section 4.2(b).

**General Parking Construction Period Rent** has the meaning set forth in Section 4.2(b).

**Governmental Authority** means any Person exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to any applicable Law.

**Improvements** means, collectively, the Museum Improvements, the Replacement Parking Improvements and the Playfield Improvements.

**Indemnitees** has the meaning set forth in Section 5.4(d).

**Initial Term** has the meaning set forth in Section 3.1.

**Jesse Brewer Jr. Park** means the portion of Exposition Park designated as “Jesse A. Brewer Jr. Park” on the Exposition Park site plan attached as Exhibit A.

**LAFC** means the Los Angeles Football Club.

**LAFC NDA** has the meaning set forth in Section 4.3(a).

**Landlord** has the meaning set forth in the first paragraph of this Agreement.

**Landlord Events** has the meaning set forth in Section 7.1.

**Landlord Parking Areas** means Parking Lots 4, 5 and 6 and the Science Center Parking Structure, as shown on Exhibit A, and, when completed and issued a Certificate of Completion, the Replacement Parking Improvements.

**Law** means any and all international, national, federal, state, provincial, regional, local, municipal, or other law (including common law), statute, code, ordinance, rule, regulation or other requirement enacted, promulgated, issued, entered or put into effect by a Governmental Authority.

**Lease Impairment** means Tenant's: (a) canceling, modifying, restating, surrendering, or terminating this Agreement, including upon loss; (b) consenting, or failing to object, to a bankruptcy sale of any Premises; (c) determining that a loss has occurred that would or could cause a termination of this Agreement; (d) subordinating this Agreement or the leasehold estate to any other estate or interest in the Premises; or (e) waiving any term(s) of this Agreement.

**Lease Termination Notice** means a notice stating that the Agreement has terminated, and describing in reasonable detail any uncured Defaults.

**Lease Year** means each of the following periods: (i) the period that begins on the Commencement Date and that ends on the next June 30 after the Commencement Date; and (ii) each succeeding July 1 through June 30 fiscal year thereafter during the term of this Agreement.

**Leasehold Mortgage** means any mortgage, deed of trust, collateral assignment, or other lien (as modified from time to time) encumbering this Agreement and Tenant's leasehold estate. A Leasehold Mortgage shall not attach to the fee estate.

**Leasehold Mortgagee** means a holder of a Leasehold Mortgage (and its successors and assigns), provided it is not an affiliate of Tenant.

**Leighton Avenue** has the meaning set forth in Recital B.

**Leighton Avenue Ground Lease** means that certain Ground Lease between the City of Los Angeles and Landlord dated August 1, 2017, a copy of which is attached as Exhibit D.

**Lot 1 Construction Period** has the meaning set forth in Section 4.2(a).

**Lot 1 Construction Period Rent** has the meaning set forth in Section 4.2(a).

**Los Angeles Rose Garden** means the approximately 7 acre garden located within Exposition Park and owned and operated by the City.

**Major Event** means an event with a reasonably anticipated (based, if possible, on historical attendance at prior similar events) or actual attendance of 25,000 or more scheduled by an Exposition Park entity and held (a) with respect to any Exposition Park entity other than Tenant, within the premises of such entity's facility(ies) and/or on the plazas and outdoor spaces immediately adjacent to such entity's facility(ies) (which facilities, plazas and outdoor spaces shall not include any areas included within the Landlord Parking Areas or the Premises), or (b) with respect to Tenant, on or at the Premises or any portion thereof.

**MLS Home Games** means any and all regular season home soccer games of a single Major League Soccer club operated by LAFC or its successor or assigns and played at the soccer stadium currently being constructed by LAFC at Exposition Park.

**MLS Home Game Priority Events** has the meaning set forth in Section 6.2(b)(iii).

**Museum** has the meaning set forth in Recital B.

**Museum Event** means an event of any kind, regardless of attendance size, scheduled by the Natural History Museum, California Science Center, CAAM or Tenant and held within the premises of its respective museum facility and/or on the plazas and outdoor spaces immediately adjacent to its respective museum facility.

**Museum Green Space** has the meaning set forth in Section 7.1.

**Museum Improvements** has the meaning set forth in Recital D.

**Museum Parking Improvements** has the meaning set forth in Recital C.

**Museum Reserved Spaces** has the meaning set forth in Recital C.

**New Lease** means a new lease of the Premises and related memorandum of lease. Any New Lease shall: (a) commence immediately after this Agreement terminated; (b) continue for the entire remaining term of this Agreement, as if no termination had occurred; (c) give New Tenant the same rights, title, interests, options, benefits, privileges and remedies with respect to

the Premises, including all Improvements that this Agreement gave Tenant; (d) have the same terms and the same priority as this Agreement, subject to any subsequent written amendments made with Leasehold Mortgagee's consent; and (e) require New Tenant to cure, with reasonable diligence and continuity, within thirty (30) days, all Defaults (except Tenant-Specific Defaults) not otherwise cured or waived.

***New Lease Option Period*** has the meaning set forth in Section 13.5.

***New Tenant*** means Leasehold Mortgagee or its designee or nominee, and any of their successors and assigns.

***NFL Games*** means any football game played involving one or more teams which are members of the National Football League, or any league that is a successor to the National Football League.

***NHM*** has the meaning set forth in Recital A.

***NHM Reserved Spaces*** has the meaning set forth in Recital C.

***Nondisturbance Agreements*** has the meaning set forth in Section 4.3(a).

***Park*** means Exposition Park.

***Parking License Agreement*** means that certain Parking Garage License, entered into concurrently with this Agreement, between Tenant, as licensor, and Landlord, as licensee, with respect to the Museum Parking Improvements.

***Parking Lot 1*** or ***Lot 1*** means the parking lot so designated on the Exposition Park site plan attached as Exhibit A.

***Parking Lot 1A*** or ***Lot 1A*** means the portion of Parking Lot 1 on which the Soboroff Playfield is located.

***Parking Lot 2*** or ***Lot 2*** means the parking lot so designated on the Exposition Park site plan attached as Exhibit A.

***Parking Lot 3*** or ***Lot 3*** means the parking lot so designated on the Exposition Park site plan attached as Exhibit A.

***Parking Lots 4 - 6*** or ***Lots 4 - 6*** means those parking lots so designated on the Exposition Park site plan attached as Exhibit A.

***Permanent Signage*** means any sign, exhibit, display or other visual image that is for the purpose of providing advertising or marketing, directions, security, crowd control, safety or other similar information or is otherwise not included within the definition of Temporary Signage, and is regulated as permanent signage in accordance with the City of Los Angeles Municipal Code.

***Permitted Exceptions*** means those exceptions set forth on **Schedule 2.2**.

**Person** means and includes natural persons, corporations, limited partnerships, limited liability partnerships, limited liability companies, general partnerships, joint stock companies, joint ventures, associations, companies, trusts, banks, trust companies, land trusts, business trusts, league, or other organizations, whether or not legal entities, and all Governmental Authorities.

**PLA** has the meaning set forth in Section 5.5.

**Playfield Activation Date** has the meaning set forth in Section 4.3(b).

**Playfield Improvements** has the meaning set forth in Section 2.3.

**Playfield License** has the meaning set forth in Section 2.3.

**Premises** has the meaning set forth in Recital B.

**Prior Scheduled Events** has the meaning set forth in Section 6.2(b)(iv)(A).

**Public Benefit Purpose** has the meaning set forth in Section 6.1.

**Replacement Parking Activation Date** has the meaning set forth in Section 4.2(b).

**Replacement Parking Improvements** has the meaning set forth in Recital C.

**Replacement Parking License** has the meaning set forth in Section 2.3.

**Science Center Parking Structure** means the parking structure depicted on Exhibit A.

**Significant Museum Events** has the meaning set forth in Section 6.2(b)(iv)(A).

**Soboroff Playfield** means the playfield so designated on the Exposition Park site plan attached as Exhibit A.

**South Lawn** means the portion of Exposition Park designated as the “South Lawn” on the Exposition Park site plan attached as Exhibit A.

**Special Event** means an event, exclusive of normal daily attendance at the museums, with a reasonably anticipated (based, if possible, on historical attendance at prior similar events) or actual attendance of 3,000 or more (including vendors and staff unless such vendors and staff are parked outside of Exposition Park) scheduled by an Exposition Park entity and held (a) with respect to any Exposition Park entity other than Tenant, within the premises of such entity's facility(ies) and/or on the plazas and outdoor spaces immediately adjacent to such entity's facility(ies) (which facilities, plazas and outdoor spaces shall not include any areas included within the Landlord Parking Areas), or (b) with respect to Tenant, on or at the Premises or any portion thereof.

**Stadium** means the soccer stadium being constructed by LAFC within Exposition Park as designated on the Exposition Park Plan attached as Exhibit A.

**State** has the meaning set forth in Section 2.4.

**Taking** has the meaning set forth in Section 11.7(a).

**Temporary Signage** means any sign, exhibit, display or other visual image on, in or at the Premises that (i) is installed and removed on the same day as, or during the period required under the then-current governing Los Angeles Municipal Code section, so as to constitute a "temporary sign" for the purpose of the Los Angeles Municipal Code, (ii) is not a fixture or otherwise appended to the Improvement in a manner that causes damage from installation or removal that is not customary and cannot be patched and repaired in the ordinary course during such period, (iii) does not constitute signage to provide directions, security, crowd control, safety or other similar information, or to identify, or advertise food and beverages sold at, concession stands.

**Tenant** has the meaning set forth in the first paragraph of this Agreement.

**Tenant Default** means a Default by Tenant.

**Tenant Event** means an Event scheduled by Tenant.

**Tenant-Specific Default** means any Default that: (a) arises from any lien or encumbrance attaching solely to the leasehold estate (not the fee estate) but junior to the Leasehold Mortgage; or (b) Leasehold Mortgagee or New Tenant cannot reasonably cure.

**Term** means the Initial Term together with any renewal or extension terms granted to Tenant pursuant to Section 3.2.

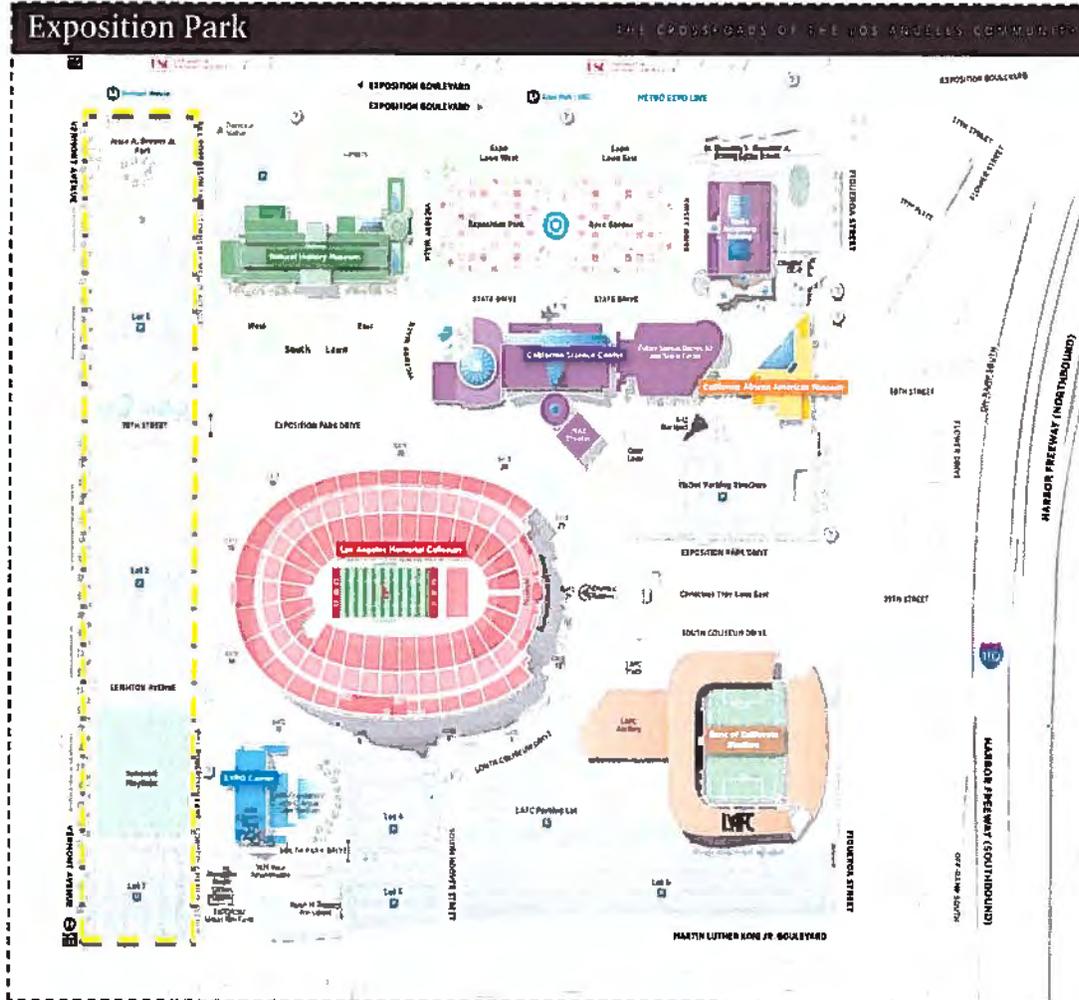
**USC** means the University of Southern California, a California nonprofit public benefit corporation.

**USC Home Football Game** means any American-style football game in which, under the rules, schedule or designations of the Pac-12, NCAA or other sponsor or organization sponsoring, hosting or promoting such game, the Trojan Football Team is designated as the "home" team, including customary pre-game, half-time and post-game activities occurring on the same day as the football game, whether such football game occurs prior to, during or after the regular season of the Pac-12, NCAA or such other sponsor or organization hosting or promoting such game; but "USC Home Football Game" shall not include USC's annual "Spring Game".

**USC NDA** has the meaning set forth in Section 4.3(a).

# EXHIBIT A

## EXPOSITION PARK SITE PLAN



**EXHIBIT B**

**PREMISES**

**P S O M A S**

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**LEASE PROPERTY**

Portions of Lots 33, 34, 37, 38, 41, 42, 45, 46, 49, 50, 53, 54, 57, 58, 61, 62, 65, 66, and portions of Lots 69 through 116, inclusive, of 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, together with a portion of 39<sup>th</sup> Street, shown as San Bernardino Avenue, 80.00 feet wide, on said Map, together with a portion of Leighton Avenue, shown as Inyo Street, 50.00 feet wide, on said Map, and together with portions of that certain Alley, 20.00 feet wide, as shown on said Map, all in the Office of the County Recorder of said County, described as follows:

Parcel 1

Beginning at the northwest corner of said Lot 33, thence southerly, along the westerly lines of said Lots 33, 37, 41, 45, 49, 53, 57, 61 and 65, South 00°11'16" West 450.23 feet to the southwest corner of said Lot 65; thence South 00°11'16" West 80.00 feet to the northwest corner of said Lot 69; thence southerly, along the westerly lines of said Lots 69, 71, 73, 75, 77, 79, 81, 83, 85, 87, 89, 91, 93 and 95, South 00°11'16" West 679.57 feet to a point hereinafter referred to as "Point A"; thence leaving said westerly lines of said Lots, South 89°48'44" East 372.52 feet to the easterly line of said Lot 96; thence northerly, along the easterly lines of said Lots 70, 72, 74, 76, 78, 80, 82, 84, 86, 88, 90, 92, 94 and 96, North 00°06'04" East 680.47 feet to the northeast corner of said Lot 70; thence North 00°06'04" East 80.00 feet to the southeast corner of said Lot 66; thence northerly, along the easterly lines of said Lots 34, 38, 42, 46, 50, 54, 58, 62 and 66, North 00°06'04" East 449.82 feet to the northeast corner of said Lot 34; thence westerly along the northerly line of said Lot 34, North 89°53'13" West 175.03 feet to the northwest corner of said Lot 34; thence North 89°53'13" West 20.00 feet to the northeast corner of said Lot 33; thence westerly, along the northerly line of said Lot 33, North 89°53'13" West 175.66 to the Point of Beginning.

Sheet 1 of 3

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July 26, 2017  
TPM:tpm

**P S O M A S**

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1  
2 Except therefrom the westerly 20.00 feet of said Lots 33, 37, 41, 45, 49, 53, 57, 61, 65,  
3 69, 71, 73, 75, 77, 79, 81, 83, 85, 87, 89, 91, 93 and 95.  
4  
5 Also except therefrom that portion of said 39<sup>th</sup> Street, shown as San Bernardino Avenue,  
6 80.00 feet wide, on said Map, lying westerly of a line that is parallel with and 20.00 feet  
7 easterly of the westerly line of Lot 65 and its southerly prolongation.  
8  
9 Parcel 2  
10  
11 A volume of airspace of unlimited height, described as follows:  
12  
13 Beginning at the hereinbefore described Point A; thence easterly, along the southerly line  
14 of the hereinbefore described Parcel 1, South 89°48'44" East 372.52 feet to the east line  
15 of said Lot 96; thence southerly, along the easterly lines of said Lots 96 and 98,  
16 South 00°06'04" West 69.87 feet to the southeast corner of said Lot 98; thence  
17 South 00°06'04" West 50.00 feet to the northeast corner of said Lot 100; thence  
18 southerly, along the easterly lines of said Lots 100, 102, 104, 106, 108, 110, 112, 114 and  
19 116, South 00°06'04" West 417.27 feet; thence leaving said easterly lines,  
20 North 89°48'44" West 373.33 feet to the westerly line of said Lot 115; thence northerly,  
21 along the westerly lines of said Lots 99, 101, 103, 105, 107, 109, 111, 113 and 115,  
22 North 00°11'16" East 416.63 feet to the northwest corner of said Lot 99; thence  
23 North 00°11'16" East 50.00 feet to the southwest corner of said Lot 97; thence northerly,  
24 along the westerly lines of said Lots 95 and 97, North 00°11'16" East 70.51 feet to said  
25 "Point A" being the Point of Beginning.  
26  
27 Except therefrom the westerly 20.00 feet of said Lots 95, 97, 99, 101, 103, 105, 107, 109,  
28 111, 113 and 115.  
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**PSOMAS**

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Also except therefrom that portion of Leighton Avenue, shown as Inyo Street, 50.00 feet wide, on said Map, lying westerly of a line that is parallel with and 20.00 feet easterly of the westerly line of Lot 97 and its southerly prolongation.

The bottom plane of said volume of airspace shall have an elevation of 166.66 feet.

The elevation stated hereon is based on the following benchmark:

City of Los Angeles Bench Mark No. 18-08210  
CITY OF L.A. BM DISC IN 8IN MON; 7FT E OF E CURB LINE MENLO AVE; 21FT  
S/O S CURB LINE 39TH ST SOUTH RDWY \*STMPD 19-R 2\*  
Elevation = 174.412 feet, 1985 Adjustment, NGVD 1929

This Legal Description is described on the accompanying "Legal Description Map, Exhibit B", is made a part hereof for reference purposes, was prepared as a convenience, and is not intended for the use in the division and/or conveyance of land in violation of the Subdivision Map Act of the State of California.



  
Thomas P. McDermott, PLS 8555  
PSOMAS

Date: 7/26/2017

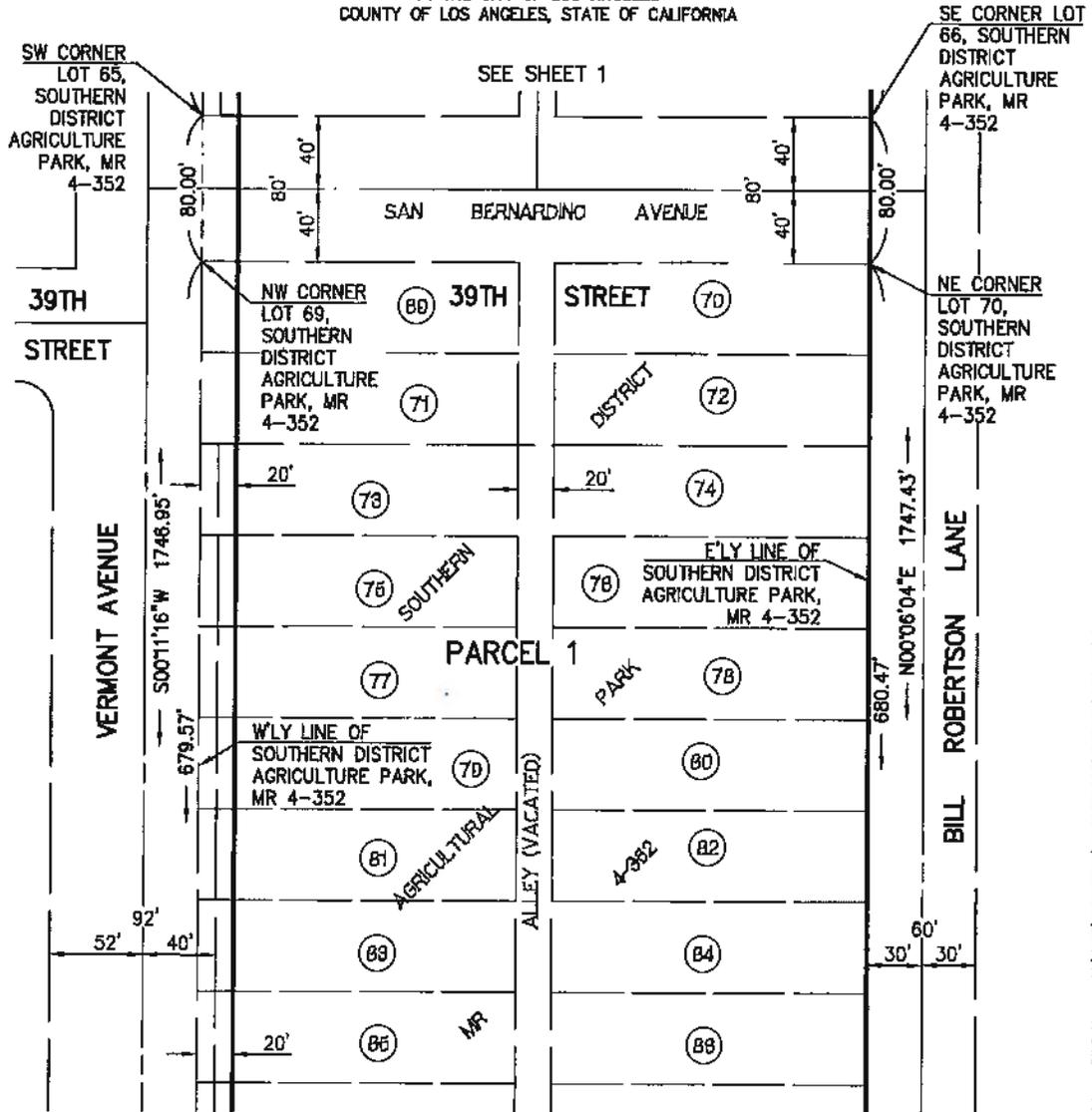


SCALE: 1" = 80'

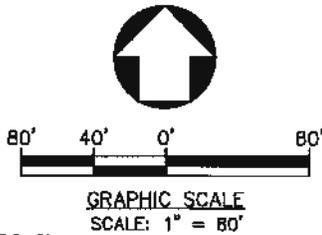
SHEET 2 OF 4 SHEETS

# LEGAL DESCRIPTION MAP EXHIBIT 'B'

IN THE CITY OF LOS ANGELES  
COUNTY OF LOS ANGELES, STATE OF CALIFORNIA



14-00001 | 14-0001



USC

### LEGEND

AREA DESCRIBED IN LEGAL DESCRIPTION

DATE: 7/26/2017 REVISED:  
JOB No: 1USC071602, TASK 103

**PSOMAS**  
 555 South Flower Street, Suite 4300  
 Los Angeles, CA 90071  
 (213)223-1400 (213)223-1444 (FAX)

PL-01LG02

Jul. 26, 2017 - 14:46:14 DWG Name: W:\usc\colusew\1USC071602\SURVEY\LEGALS\PL-01LG02\_LEASE.dwg Updated By: thomas.madernott

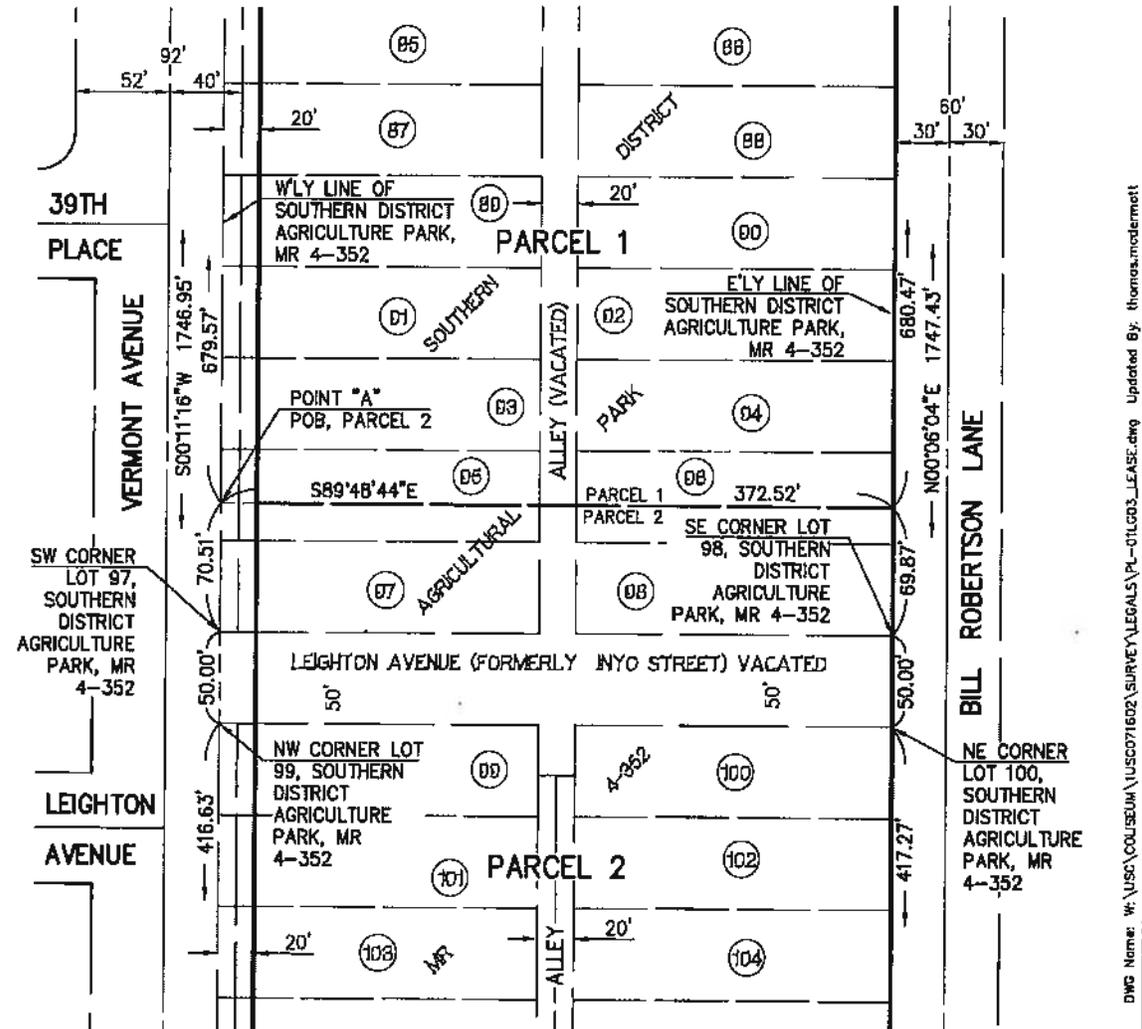
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# LEGAL DESCRIPTION MAP EXHIBIT 'B'

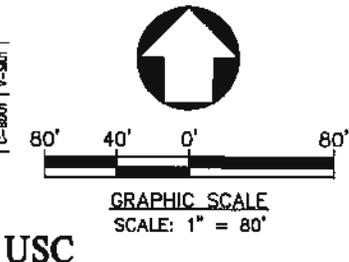
SHEET 3 OF 4 SHEETS

IN THE CITY OF LOS ANGELES  
COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

SEE SHEET 2



SEE SHEET 4



**LEGEND**  
 AREA DESCRIBED IN LEGAL DESCRIPTION

**NOTE**  
 ELEVATION OF BOTTOM PLANE OF PARCEL 2 = 166.66 FEET

DATE: 7/26/2017 REVISED:  
 JOB No: 1USC071602, TASK 103

**PSOMAS**  
 555 South Flower Street, Suite 4300  
 Los Angeles, CA 90071  
 (213)223-1400 (213)223-1444 (FAX)

Jul. 26, 2017 - 14:46:23  
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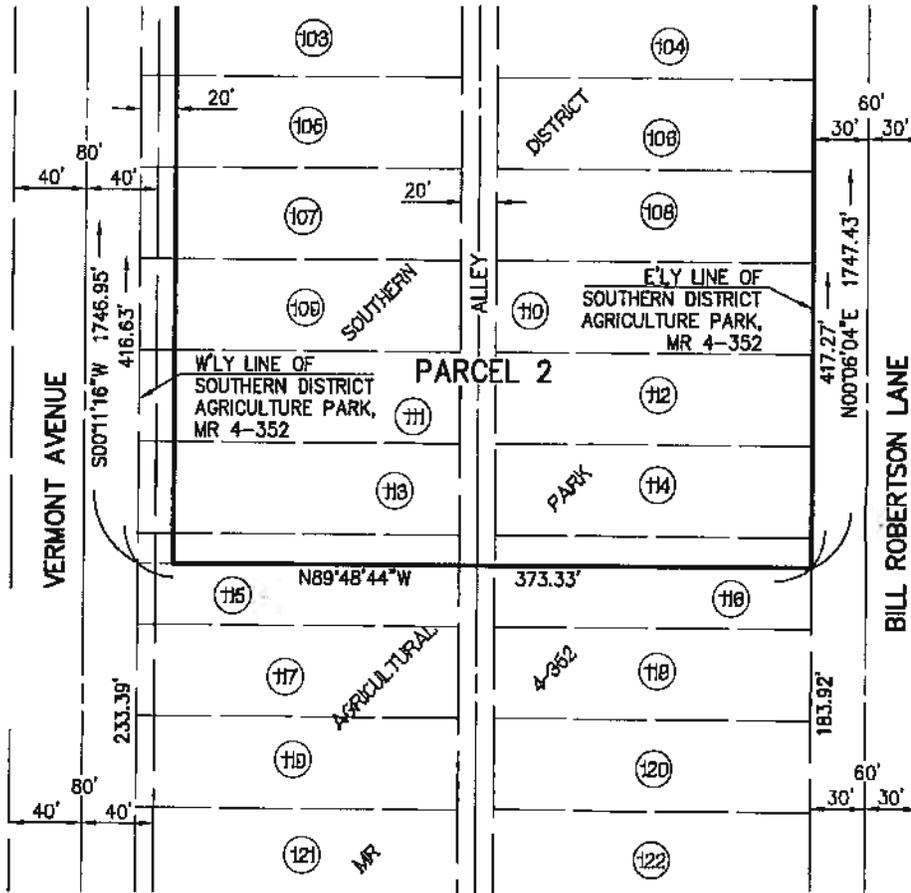
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# LEGAL DESCRIPTION MAP EXHIBIT 'B'

SHEET 4 OF 4 SHEETS

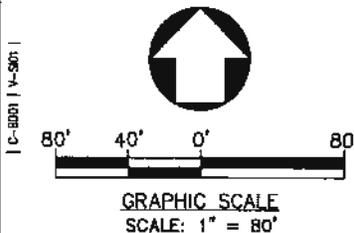
IN THE CITY OF LOS ANGELES  
COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

SEE SHEET 3



**NOTE**  
 ELEVATION OF BOTTOM  
 PLANE OF PARCEL 2  
 = 166.66 FEET

DATE: 7/26/2017 REVISED:  
 JOB No: 1USC071602, TASK 103



### LEGEND

AREA DESCRIBED IN  
LEGAL DESCRIPTION

USC

PL-01LG04

## PSOMAS

555 South Flower Street, Suite 4300  
 Los Angeles, CA 90071  
 (213)223-1400 (213)223-1444 (FAX)

DWF Name: W:\USC\COUSEL\1USC071602\SURVEY\LEGAL\PL-01LG04\_LEASE.dwg Updated By: thomas.mcdonnell  
 Jul 26, 2017 - 14:46:35



**EXHIBIT C**

**SCHEDULE AND SEQUENCING OF CONSTRUCTION OF IMPROVEMENTS**

Preliminary Schedule and Sequence of Construction Improvements														
ID	Task Name	Duration	Start	Finish	2017		2018		2019		2020		2021	
					Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed
1	PROJECT KICKOFF - 30-DAY ACTION PLAN	11 days	Fri 4/21/17	Fri 5/5/17										
13	DUE DILIGENCE	50 days	Mon 5/1/17	Fri 7/7/17										
23	SCHEMATIC DESIGN	121 days	Wed 2/22/17	Wed 8/9/17										
37	DESIGN DEVELOPMENT	120 days	Mon 5/1/17	Fri 10/13/17										
55	CONSTRUCTION DOCUMENTS	435 days	Mon 2/13/17	Thu 10/11/18										
65	GENERAL PRECONSTRUCTION TASKS - JLL	955 days	Mon 4/24/17	Thu 12/17/20										
77	ENTITLEMENTS - BY USC	1043 days	Wed 4/5/17	Thu 4/1/21										
84	PERMITTING	445 days	Mon 4/24/17	Thu 1/3/19										
93	CONSTRUCTION	1041 days	Mon 7/24/17	Fri 7/16/21										
94	Utility Relocation	109 days	Mon 7/24/17	Thu 12/21/17										
101	Relocate Soccer Field	105 days	Mon 7/31/17	Fri 12/22/17										
104	Design Build Garage	292 days	Tue 2/2/18	Wed 2/13/19										
149	Museum Garage	290 days	Thu 3/15/18	Wed 4/24/19										
193	Museum	731 days	Fri 9/28/18	Fri 7/16/21										
214	CLOSEOUT	145 days	Thu 12/3/20	Wed 6/23/21										

170623 JLL Lucas Museum High Level Baseline Draft R-1 .mpp  
 Fri 6/23/17  
 5:13 PM



**EXHIBIT D**

**LEIGHTON AVENUE GROUND LEASE**

C-129864

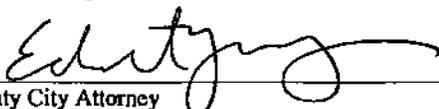
SUMMARY  
OF  
GROUND LEASE  
BETWEEN THE CITY OF LOS ANGELES, LANDLGRD,  
AND  
THE STATE OF CALIFORNIA, TENANT,  
FOR TWO PARCELS LOCATED WEST OF EXPO CENTER

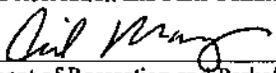
For information purposes only - not part of Ground Lease

REPORT NO: 17-144  
APN NO.: Current APN is 5037-027-924 and 925  
CF NO.: 17-0715

Council  
Approval Date: 6-30-17

PREMISES  
ADDRESS: Two vacant parcels on Leighton Avenue, including an adjoining alleyway,  
located west of Expo Center, which is located at 3980 South Bill Robertson  
Lane, Los Angeles, California 90037

CITY  
ATTORNEY:   
Deputy City Attorney

LANDLORD: The City of Los Angeles, a municipal corporation, acting by and through its  
Board of Recreation and Park Commissioners  
  
Department of Recreation and Parks/Cid Macaraeg

TENANT: The State of California, acting by and through the 6th District Agricultural  
Association, California Science Center, and the Office of Exposition Park  
Management, with the approval of the Director of the Department of General  
Services and the State Natural Resources Agency

TERM: No more than 50 years

RENT: \$1 per year; it is understood and agreed that other considerations for this Lease  
include the public benefit to be realized from the construction, operation, and  
maintenance of those improvements contemplated under this Lease, including  
landscaped open space over the entire Premises, which shall be open to the public

at a minimum during the public hours of the museum, all at no cost to the landlord.

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7/31/2017

D-3

**GROUND LEASE  
BETWEEN THE CITY OF LOS ANGELES, LANDLORD,  
AND  
THE STATE OF CALIFORNIA, TENANT,  
FOR TWO PARCELS LOCATED WEST OF EXPO CENTER**

**TABLE OF CONTENTS**

<b>ARTICLE 1.</b>	<b>BASIC LEASE PROVISION</b>
<b>ARTICLE 2.</b>	<b>TERM</b>
<b>ARTICLE 3.</b>	<b>CONSIDERATION</b>
<b>ARTICLE 4.</b>	<b>DEMISE OF PREMISES</b>
<b>ARTICLE 5.</b>	<b>USE OF PREMISES</b>
<b>ARTICLE 6.</b>	<b>ALTERATIONS AND IMPROVEMENTS</b>
<b>ARTICLE 7.</b>	<b>COMPLIANCE WITH ALL LAWS AND REGULATIONS</b>
<b>ARTICLE 8.</b>	<b>INSURANCE</b>
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<b>ARTICLE 19.</b>	<b>MISCELLANEOUS PROVISIONS</b>

1742403\181075.1

GROUND LEASE  
BETWEEN THE CITY OF LOS ANGELES, LANDLORD,  
AND  
THE STATE OF CALIFORNIA, TENANT  
FOR TWO PARCELS LOCATED WEST OF EXPO CENTER

ARTICLE 1. BASIC LEASE PROVISION

1.1 Parties. This Ground Lease ("Lease"), dated, for identification purposes only, as of 8-1, 2017, is entered into by and between the City of Los Angeles, a municipal corporation, acting by and through its Board of Recreation and Park Commissioners ("City"), as landlord hereunder, and the State of California, acting by and through the 6th District Agricultural Association, California Science Center, and the Office of Exposition Park Management, with the approval of the Director of the Department of General Services and the State Natural Resources Agency ("Tenant"), as tenant hereunder.

1.2 Recitals.

1.2.1 WHEREAS, the City owns, in fee, those two (2) parcels of land, known as the Leighton Avenue parcels, as well as an alleyway adjacent to the parcels. Such parcels are located just west of the City's Expo Center. The two (2) parcels measure approximately 0.45 acres and are currently used for staff and public parking related to the City's Expo Center. This Lease leases to Tenant those two (2) parcels and the adjoining alley way, which are more specifically described in Exhibit A-1 hereto and depicted on Exhibit A-2 hereto ("Premises"), in accordance with the terms and conditions contained herein and subject to all existing easements, including without limitation easements owned by the City of Los Angeles. The Premises are under the management and control of the Board of Recreation and Park Commissioners ("Board") of the City of Los Angeles; and

1.2.2 WHEREAS, Tenant owns, in fee, numerous contiguous parcels directly to the north, and south of the Premises, all of which are depicted on Exhibit A-3 hereto ("Tenant Parcels", together with the Premises, the "Development Site"); and

1.2.3 WHEREAS, Lucas Museum of Narrative Art, a California nonprofit public benefit corporation ("Museum Entity"), proposes to design, construct, operate, and maintain, on the Development Site, a museum that will be open to the public, which museum will be within a museum campus that will include landscaped open space and subterranean public parking. Such museum is commonly known as the Lucas Museum of Narrative Art ("Museum"); and

1.2.4 WHEREAS, concurrent with, or shortly after, the execution of this Lease, Tenant is entering into that certain Lease and Agreement ("Museum Lease Agreement") with the

Museum Entity, pursuant to which Tenant will ground lease the Development Site to the Museum Entity for the development of the proposed Museum, and its ancillary components within the Museum campus (the "Museum Project"); and

1.2.5 WHEREAS, City wishes to accommodate the privately-funded Museum Project, which will provide landscaped open space open to the public during the public hours of the Museum, arts/cultural exhibits open to the general public, and other public benefits referenced herein;

1.2.6 WHEREAS, City and Tenant desire to enter into this Lease for the lease, development, operation, and maintenance of the Premises for landscaped open space and subterranean public parking purposes in connection with, and to accommodate, the overall development of the Museum Project;

1.2.7 WHEREAS, the use contemplated in this lease will not breach the conditions under which the land was deeded to the City;

1.2.8 WHEREAS, pursuant to City Charter Section 596, any lease of subsurface space under any public park or public grounds under the Board's control must be leased in accordance with Charter Section 371;

1.2.9 WHEREAS, the Board of Recreation and Park Commissioners, as the contracting authority for the Premises, pursuant to Charter Section 371(e)(10), finds that the use of competitive bidding for the subsurface space would be undesirable, impractical or impossible;

1.2.10 WHEREAS, the Museum Project, which is estimated to cost approximately One Billion Dollars (\$1,000,000,000.00) and will provide substantial public benefit to the City from the construction, operation, and maintenance of the museum, is being built, operated and maintained at no cost to City, in return for a \$1 per year rent;

1.2.11 WHEREAS, the Museum Project would not be undertaken without access to Premises, including, especially, the subsurface space, which, as depicted on Exhibit A-2, divides the project area in half;

1.2.12 WHEREAS, the subsurface space underneath the approximate 0.45 acres of land that is the Premises – bounded by Vermont Avenue, Bill Robertson Lane and Tenant's property – is not suitable for a standalone underground parking garage solely constructed and operated on City property;

1.2.13 WHEREAS, the Board of Board of Recreation and Park Commissioners finds it undesirable to lease the subsurface space for any use other than an underground parking garage;

1.2.14 WHEREAS, the City currently uses the surface area of Premises for much needed parking (33 spaces) for Exposition Park, leaving no room for landscaped open space;

1.2.15 WHEREAS, in return for leasing the Premises to Tenant for the Museum Project, either Tenant or the Museum Entity will upgrade the surface area of the Premises into landscaped open space with walking paths, while also providing the City with the same 33 spaces in another nearby location; and

1.2.16 NOW, THEREFORE, in consideration of the above recitals and the covenants herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1.3 Definitions In Lease. When used in this Lease, or any exhibits to this Lease, except where a different definition is clearly and expressly given, the following words or phrases, capitalized as shown, shall mean:

1.3.1 Board. The defined term "Board" shall mean the Board of Recreation and Park Commissioners of the City of Los Angeles, which is the citizen board that presides over the Department of Recreation and Parks.

1.3.2 City. The defined term "City" shall mean the City of Los Angeles, as Landlord of this Lease. Except where clearly and expressly provided otherwise in this Lease, any action to be taken by City may be taken for City by the General Manager as defined in Paragraph 1.3.5. Except where clearly and expressly provided otherwise in this Lease, the capacity of the City of Los Angeles in this Lease shall be as landlord, and any benefits, obligations, or restrictions conferred or imposed by this Lease on City shall be limited to that capacity and shall not relate to or otherwise affect any activity of the City of Los Angeles in its governmental capacity, including, but not limited to, enacting laws, inspecting structures, reviewing and issuing permits, and all other legislative, administrative, or enforcement functions of the City of Los Angeles pursuant to federal, state, or local law.

1.3.3 Department. The defined term "Department" shall mean the Department of Recreation and Parks for the City of Los Angeles, as landlord of this Lease.

1.3.4 Execution Date. The defined term "Execution Date" shall mean the date the Office of the City Clerk of Los Angeles attests this Lease.

1.3.5 General Manager. The defined term "General Manager" shall mean the General Manager of the Department of Recreation and Parks of the City of Los Angeles, or such successor position as the City Council of the City of Los Angeles may designate. The defined term "General Manager" shall also include any person designated by the General Manager to act on behalf of the General Manager.

## ARTICLE 2. TERM

2.1 Term. The term of this Lease (the "Term") shall commence upon the Lease Term Commencement Date (as defined below) and end upon the Lease Term Expiration Date (as defined below), subject to earlier termination, if permitted under this Lease. Different portions of the Premises may have different Terms. With respect to all portions of the Premises, the "Lease Term

Commencement Date" shall mean the later to occur of the following: (i) Execution Date, or (ii) commencement of the term of the Museum Lease Agreement. With respect to those rights and obligations provided hereunder relative to the use of the surface of the Premises, the "Lease Term Expiration Date" shall mean the earlier to occur of the following: (i) the 50<sup>th</sup> anniversary of the Lease Term Commencement Date, (ii) expiration or earlier termination of the Museum Lease Agreement, or (iii) Tenant's acquisition of fee title to the Premises. With respect to those rights and obligations provided hereunder relative to the use of any subterranean portion of the Premises, the "Lease Term Expiration Date" shall mean the earliest to occur of the following: (i) the 50<sup>th</sup> anniversary of the Lease Term Commencement Date, (ii) abandonment of such subterranean portion of the Premises, (iii) demolition of the subterranean parking garage to be built by the Museum Entity for the Tenant pursuant to the Museum Lease Agreement, or (iv) Tenant's acquisition of fee title to the Premises.

2.2 **Holdover.** Tenant has no right to retain possession of the Premises or any part thereof beyond the expiration or earlier termination of this Lease except in the event that the Lease expires as a result of Tenant's acquisition of fee title to the Premises.

#### ARTICLE 3. CONSIDERATION

3.1 **Consideration.** The consideration for this Lease shall be all of the following: (a) annual rent of \$1.00, due and payable within 30 days after the Execution Date for the first annual payment and on each anniversary of the Execution Date for each annual payment thereafter; (b) Tenant's promise to provide 33 parking spaces as set forth in Section 19.18 below; (c) Tenant's promise to develop or to cause the development the Premises, and to use, operate, and maintain the Premises (or to cause the use, operation and maintenance of the Premises), at no expense to the City for the purposes set forth in Article 5 and for no other purposes; and (d) Tenant's promise to abide by and fully comply with all other provisions and conditions of this Lease.

#### ARTICLE 4. DEMISE OF PREMISES

4.1 **Demise and Acceptance of Premises.** The City hereby leases the Premises to the Tenant for the Term of this Lease, in accordance with the terms and conditions contained herein and subject to all existing encumbrances and easements, including without limitation easements owned by the City of Los Angeles. Tenant represents that Tenant has inspected the Premises, and accepts the Premises in the condition that exists as of the Execution Date of this Lease. It is acknowledged and understood that: (i) the surface portion of the Premises (defined herein to mean, approximately, that portion of the Premises measuring from the surface level down four (4) feet from the surface) will be subleased by Tenant to the Museum Entity so that the Museum Entity can develop and operate the landscaped open space at the surface level, and (ii) leasehold interest created hereunder relative to the subterranean portion of the Premises (defined herein to mean, approximately, that portion of the Premises extending downward from the lowest elevation of surface portion) shall be held by Tenant throughout the Term, and not subleased to anyone, so that Tenant can operate the subterranean public parking garage once such garage is constructed by the Museum Entity for the Tenant pursuant to a license that provides the Museum Entity temporary access to the subterranean portion of the Premises solely for the purposes of, and for the duration

of, such construction. Accordingly, Tenant's rights and obligations hereunder shall apply to either Tenant or the Museum Entity, as the applicable context dictates, depending on which entity has possession of the relevant portion of the Premises at the applicable point in time.

4.2 City's Reservation of Rights. Notwithstanding anything to the contrary, City shall have the right to continue its current use of the Premises (provided, however, that the Museum Entity may use the Premises for purposes of pre-construction investigative or site work) until the Museum Entity commences construction on the Premises for the development of the subterranean garage or any other portion of the Museum project.

#### ARTICLE 5. USE OF PREMISES

5.1 Use. During the Term of this Lease, City grants Tenant permission to demolish, construct and otherwise provide improvements to the Premises as set forth herein (and/or to authorize Museum Entity to do so pursuant to the Museum Lease Agreement), and to maintain, manage and operate the Premises (and/or authorize Museum Entity to do so pursuant to the Museum Lease Agreement) for purposes described herein. The Premises shall be used only for the following purposes:

5.1.1 Development of the Premises. The Premises are currently used for surface parking purposes. No other significant structures are known to exist currently on the Premises. Tenant shall develop, or cause or authorize the Museum Entity to develop, the Premises as follows: (i) construct a tri-level subterranean public parking garage, a portion of which shall be within the Premises, and (ii) develop, at the surface level, a landscaped open space area over the entire Premises, which shall be part of the Museum campus. All capital costs and all other costs related to such development shall be borne by the Tenant and/or the Museum Entity.

5.1.2 Operations and Use. The Premises shall be operated in the following manner: (i) Tenant shall operate and maintain the tri-level subterranean public parking garage, which shall provide general public parking in accordance with Tenant's parking policies and procedures applicable to parking areas within Exposition Park, and (ii) Tenant shall cause the Museum Entity to operate and maintain the surface-level open space, which shall be open to the public consistent with the Museum public hours (it being understood that the primary purpose for the open space area is to provide park amenity to and for the public). Following completion of construction of the Museum Project, notwithstanding Museum public hours, the landscaped open space area shall be closed to the public between the hours of 10:30 p.m. and 5:00 a.m. of the following day, except that the Museum's supervising employee may extend the 10:30 p.m. closing time for up to one and one-half hours to accommodate any Museum approved event. Nothing in this Section shall be construed as limiting or mandating action by the City of Los Angeles in its governmental capacity (e.g., zoning, conditional use permits) (see Paragraph 1.3.2 above).

5.1.3 Mandates and Prohibitions. In any event, and notwithstanding anything to the contrary: (i) the surface-level landscaped open space shall be operated and maintained in a manner that is consistent with City park purposes, and (ii) the retail sale of gasoline, oil and accessories and the provision of service to private vehicles shall be prohibited in the subterranean

parking garage. These mandates and prohibitions shall apply to the Tenant and its sub-lessees, agents, employees, tenants, sub-tenants, contractors or invitees.

#### ARTICLE 6. ALTERATIONS AND IMPROVEMENTS

6.1 Alterations. Subject to the exceptions set forth below, no structure or improvement shall be constructed or maintained on, over, or under the Premises, nor shall Tenant make any improvements, alterations or additions to the Premises, (collectively "Alterations") without the prior written consent and approval of the plans by the General Manager, which approval shall not be unreasonably withheld or delayed. The entire cost of such Alterations shall be paid by Tenant or the Museum Entity, including design costs and fees related thereto. In granting approval, City may require the Alterations to be so designed and constructed to allow either the Premises to be restored to its previous condition at the termination of this Lease or to allow the structures to be usable by City or subsequent tenant. Any other approval, permit, or inspection requirements, including, without limitation, approvals from the Department of Building and Safety of the City of Los Angeles, are in addition to the approval of the General Manager and shall be obtained for Alterations where required by law.

Notwithstanding the foregoing, the following shall not be considered Alterations: (i) the improvements contemplated by Article 5; (ii) cosmetic or aesthetic improvements; (iii) regular maintenance; and (iv) improvements costing less than fifty thousand dollars (\$50,000) (provided that the surface of the Premises shall, at all times, remain a landscaped open space or be used for other park purpose, as may be approved by City).

6.2 "As Built" Drawings. For any Alterations requiring building plans to be prepared and approved, after completion thereof, Tenant shall submit or cause to be submitted to City reproducible "as built" drawings of all Alterations constructed on the Premises with the sole exception of any security systems.

6.3 No Creation Of Liability. Nothing contained herein shall be construed or deemed to create any obligation or liability, including without limitation liability as a guarantor or surety, on the part of the City with respect to any Alterations constructed from time to time on the Premises, or any plans or specifications, construction contracts, financing or other matter, instrument or document of any nature whatsoever relating to such Alterations. City is not and shall at no time be liable to any creditor of Tenant or any other persons occupying any part of the Premises or the Alterations thereon as a sublessee, licensee or otherwise or to any claimant against the estate or property of Tenant or such other occupants for any of their debts, losses, contracts or other obligations except under this Lease. The relationship between the City and Tenant is solely that of landlord and tenant and is not and shall not be deemed a partnership or joint venture.

#### ARTICLE 7. COMPLIANCE WITH ALL LAWS AND REGULATIONS

7.1 Federal, State And Local Laws. Tenant agrees that in achieving its goals as set forth in this Lease, it will comply with all applicable laws, ordinances, rules and regulations enacted or promulgated or which are enacted or promulgated in the future by the City of Los

Angeles, the County of Los Angeles, the State of California, and the Federal Government, to the extent applicable and without waiving its sovereign immunity. Tenant also agrees to require the Museum Entity, via the Museum Lease Agreement, to: comply with all applicable laws, ordinances, rules and regulations enacted or promulgated or which are enacted or promulgated in the future by the City of Los Angeles (including the Board or any successor board or commission having jurisdiction over the Premises), the County of Los Angeles, the State of California, and the Federal Government. The Museum Lease Agreement shall ensure that each employee and volunteer of the Museum Entity working on the Premises shall have passed a live scan background check if the individual has supervisory or disciplinary authority over any minor.

7.2 Compliance With Americans With Disabilities Act. Tenant agrees that as between Tenant and City, Tenant shall be responsible for compliance, including all costs of compliance, with the Americans With Disabilities Act of 1990 (42 U.S.C. § 12101, et seq.) and any and all other federal, state, and local laws related to the accessibility of the Premises to persons with disabilities.

7.3 Right Of Entry. City, General Manager, and their authorized representatives, agents and employees shall have the right to enter upon the Premises at any and all reasonable times within operating hours for the purposes of inspection and observation, and for determining Tenant's compliance with Article 9 of this Lease. City shall endeavor to conduct such inspections and observations in a manner calculated to minimize disruption to the use and enjoyment of the Premises by Tenant, its employees, and patrons. Said inspections may be made by persons identified to Tenant as City employees or by independent contractors engaged by City. Inspections shall be made with two (2) days' prior notice during operating hours (except in the case of emergency, where no notice is required).

7.4 Operating Permits And Licenses. Tenant shall obtain, at its sole expense, any and all permits or licenses that may be required in connection with its operations including, but not limited to, tax permits, business licenses, health permits, building permits, use permits, fire permits, police permits, and any other permits required by applicable governmental agencies.

## ARTICLE 8. INSURANCE

8.1 Insurance. Prior to the occupancy of the Premises, Tenant shall furnish the City with evidence of insurance from insurers (i) reasonably acceptable to City, and (ii) approved to write surplus lines in the State of California or licensed to do business in the State of California, on a form reasonably acceptable to the City Administrative Officer, Risk Management for the following coverages and minimum limits of insurance (as further set forth in Exhibit B attached to this Lease) which shall be maintained by Tenant at its sole cost and expense throughout the Term of this Lease.

8.1.1 General Liability Insurance. Tenant shall obtain Commercial General Liability insurance with coverage for Premises and Operations, Products and Completed Operations, Blanket Contractual Liability, Broad Form Property Damage, and Personal Injury

coverages included and shall provide for total limits of not less than FIVE MILLION DOLLARS (\$5,000,000) Combined Single Limit for bodily injury and property damage. Umbrella or Excess Liability coverages may be used to supplement primary coverages to meet required limits. Such insurance shall conform to City requirements established by Charter, ordinance or policy and be in a form reasonably acceptable to City Administrative Officer, Risk Management and provide for the following:

8.1.1.1 Include City, its boards, officers, agents and employees as additional insureds for the development, operation and maintenance of a museum and all activities and insured risks related thereto.

8.1.1.2 That the insurance is primary and not contributing with any other insurance maintained by the City of Los Angeles.

8.1.1.3 That the policy includes a Severability of Interest or Cross-Liability clause such as "The policy to which this endorsement is attached shall apply separately to each insured against whom a claim is brought, except with respect to the limits of the company's liability."

8.1.1.4 With respect to the interests of City, if an insurance company elects to cancel insurance before the stated expiration date, or declines to renew in the case of a continuous policy, or materially reduces the coverage period by changing the retroactive date (if any), or the extended discovery period (if any), or reduces the stated limits other than by impairment of an aggregate limit, or materially reduces the scope of coverage which affects City's interest, the company will provide City at least thirty (30) days prior written notice of such election. In addition to the persons and addresses required notice pursuant to Section (page), notice will be made by receipted delivery addressed as follows: City Administrative Officer, Risk Management, City Hall East, Room 1240, 200 North Main Street, Los Angeles, California 90012, or at such address as City may, from time to time, specify by written notice. It is understood, however, that such notice to City shall not affect the company's right to give a lesser notice to Tenant in the event of nonpayment of premium.

8.1.1.5 Coverage of Improvements. At all times during the Term of the Lease or any extension of the Lease, with respect to any improvements made, or caused to be made, by Tenant on the Premises ("Improvements"), Tenant shall, at its sole cost and expense, cause to be provided and kept in force and effect insurance policies, naming City as an additional insured, against loss or damage to the Improvements, in amount consistent with what a prudent operator of a comparable building would carry providing replacement cost coverage for perils typically insured against in a California standard form fire insurance policy. The replacement cost of the Improvements shall be determined in accordance with the standard practices of the insurance industry and evidenced by the certificate of the insurance company or companies issuing such insurance at the time the policy or policies are obtained. The General Manager shall have the ability, from time to time, to re-determine the valuation of the Improvements.

8.1.1.6 **Builder's Risk Insurance.** Prior to the commencement of any construction of the Premises, Tenant shall, at its sole cost and expense, cause to be provided and kept in full force and effect "All Risks Builder's Risk" insurance, including vandalism and malicious mischief, covering improvements in place, and all materials and equipment at the job site. Said insurance shall remain in full force and effect until the improvements shall have been completed and fully insured as provided in this Article.

8.1.1.7 **Workers' Compensation.** Tenant shall comply with the provisions of section 3700, et seq., of the California Labor Code and shall be insured (and shall require that each of its contractors and subcontractors comply with such Code and be insured) against liability for workers' compensation and employers' risk in accordance with the provisions of such Code before commencing the performance of any work on or about the Premises or otherwise in relation to this Lease. A Waiver of Subrogation in favor of City is required.

8.1.1.8 **Adjustment of Insurance Levels.** City reserves the right at any time during the Term of this Lease, at its sole discretion applying generally accepted Risk Management principles, to change the amounts and types of insurance required hereunder effective at the renewal date of insurance then in effect (in no case more than one year from the written notice) by giving ninety (90) days written notice provided that such amounts and/or types shall be reasonably available to at commercially reasonable premiums.

8.1.1.9 **Reduction of Insurance Protection.** If any of the required insurance coverages contain aggregate limits, or apply to other operations or tenancies outside this Lease, Tenant shall give City prompt, written notice of any incident, occurrence, claim, settlement, or judgment against such insurance which in Tenant's best judgment may diminish the protection such insurance affords City. Tenant shall further take immediate steps to restore such aggregate limits or shall provide other insurance protection for such aggregate limits.

8.1.1.10 **Third-Party Insurance.** Tenant shall be responsible for requiring indemnification and insurance as it deems appropriate from its employees receiving mileage allowance, consultants, and agents, if any, to protect Tenant's and City's interests, and for ensuring that they comply with any applicable insurance statutes. Tenant is encouraged to seek professional advice in this regard.

8.2 **Self-Insurance Programs.** Self-insurance programs and self-insured retention in insurance policies are subject to separate approval by City upon review of evidence of financial capacity to respond.

8.3 **Failure To Maintain Insurance.** Tenant's failure to procure or maintain required insurance or self-insurance programs shall constitute a material breach of this Lease under which City may at its discretion, procure or renew such insurance to protect City's interest and pay any and all premiums in connection therewith, and recover all monies so paid from Tenant.

8.4 **City Insurance Obligations.** At all times during the Term of the Lease or any extension of the Lease, City shall, at its sole cost and expense, cause to be provided and kept in

force and effect insurance policies, naming Tenant as an additional insured, against loss or damage to the Premises (excluding the Improvements), in an amount consistent with what a prudent operator of a comparable property would carry providing replacement cost coverage for perils typically insured against in a California standard form fire insurance policy. The replacement cost of the improvements shall be determined in accordance with the standard practices of the insurance industry and evidenced by the certificate of the insurance company or companies issuing such insurance at the time the policy or policies are obtained. All insurance policies required to be carried by the City hereunder shall include a waiver of subrogation in favor of the Tenant. The City may elect to self-insure, provided that the City's self-insurance programs or retention provide at least the same protection from liability and defense of suits as would be afforded by first-dollar insurance.

#### 8.5 Indemnification.

8.5.1 Except for the negligence or willful misconduct of City, or any of its Board, Officers, Agents, Employees, Assigns and Successors in Interest, Tenant undertakes and agrees to defend, indemnify and hold harmless City and any of its Boards, Officers, Agents, Employees, Assigns, and Successors in Interest from and against all third-party suits and causes of action, claims, losses, demands and expense, including, but not limited to, attorney's fees and cost of litigation, damage or liability of any nature whatsoever, for death or injury to any person, including Tenant's employees and agents, or damage or destruction of any property of either party hereto or of third parties, proximately caused by Tenant's use (or use by any of Tenant's assignees, licensees, or sublessees of any tier) of the Premises as authorized in this Lease. The provisions of this paragraph survive expiration or termination of this Lease.

8.5.2 Except for the negligence or willful misconduct of Tenant, or any of its Board, Officers, Agents, Employees, Assigns and Successors in Interest, the City undertakes and agrees to defend, indemnify and hold harmless Tenant and any of its Boards, Officers, Agents, Employees, Assigns, and Successors in Interest from and against all third-party suits and causes of action, claims, losses, demands and expense, including, but not limited to, attorney's fees and cost of litigation, damage or liability of any nature whatsoever, for death or injury to any person, including City's employees and agents, or damage or destruction of any property of either party hereto or of third parties, proximately caused by the performance of this Lease by City. The provisions of this paragraph survive expiration or termination of this Lease.

### ARTICLE 9. MAINTENANCE, OPERATION AND SECURITY

9.1 Maintenance and Operation of Premises. Tenant agrees to operate and maintain, or cause others to operate and maintain, at no cost and expense to the City, the Premises in a condition that at a minimum conforms to the standard of maintenance described in Paragraph 9.2 of this Lease, during the entire Term of this Lease. Operation and maintenance duties shall include but are not limited to maintenance and repair of the electrical systems, lighting, electronic equipment, structures, trash collection, and security within the Premises (as applicable). Tenant shall be responsible for opening and closing applicable areas of the Premises each day and shall, where applicable, keep the entrance locked other than during operating hours. Tenant shall further

comply with all applicable legal requirements and the insurance requirements set forth in Article 8 of this Lease.

9.2 Standard. City and Tenant desire the Premises to be operated and maintained in a condition so the Premises can be safely used for the operation of landscaped open space, art- and culture-related public programs, museum related uses, and subterranean public parking uses. The condition and state of repair covering the Premises, shall at all times be, without limitation, as follows: Safe and free from hazard; free from unsightly signs, displays, markings, and graffiti; free from litter, debris and dead leaves; walkways, fencing and landscaping in neat and safe condition; and all areas in such condition as not to detract from the surrounding neighborhood.

9.3 Safety Requirements and Correction of Deficiencies. Tenant shall provide for the safety of its employees, co-operators, and the general public in their use of the Premises under this Lease. Tenant shall promptly correct all safety deficiencies and violations of safety practices in the Premises of which it has knowledge and shall cooperate fully with City in the investigation of accidents occurring on the Premises, to the extent that the City has jurisdiction over such accidents. Tenant shall take steps to ensure that all accidents involving personal injury and/or property damage and fires occurring within the Premises of which Tenant has actual knowledge are reported immediately to General Manager.

9.4 Effect Of Inspections Or Approvals. Wherever in this Lease inspections or approvals are permitted or required from City in its role as Landlord under this Lease, including from the General Manager, such inspections or approvals are additional to, and are not in lieu of, any inspections or approvals otherwise required under any applicable ordinance, regulation, or statute. Such inspections or approvals by City are discretionary acts and shall not impose any liability on City to third persons nor to Tenant, and, in addition, shall not obligate City for any costs or expenses related to the construction, improvement, or maintenance of any building or other structure at the Premises.

9.5 Refuse and Trash; Recycling. Tenant shall keep the Premises neat, clean and sanitary at all times. No refuse matter, nor any substance constituting an unnecessary, unreasonable or unlawful fire hazard, or material detrimental to the public health, shall be permitted or allowed to remain thereon, and Tenant shall take all reasonable precautions to prevent any such matter or material from being or accumulating upon the Premises. Tenant shall provide for the collection and removal of all garbage and/or refuse from the Premises as often as necessary. Tenant shall or shall cause, during the Term of this Lease or any extension thereof, conduct a recycling program on the Premises in conjunction with the City Facilities Recycling Program of the City of Los Angeles, or any similar program subsequently implemented. Such program will include all materials which may be reasonably recycled (e.g. white paper, mixed paper, newspaper, aluminum cans, and plastic and glass containers). It is understood that the Tenant and its contemplated subtenant, the Museum Entity, may have separate recycling programs for the subterranean parking garage and the surface-level landscaped open space, respectively and further that the State of California is not subject to the City Facilities Recycling Program of the City of Los Angeles.

9.6 Security. City is not obligated under this Lease to provide any special security for the Premises. Tenant shall be responsible to provide all security for the Premises.

#### ARTICLE 10. UTILITIES

10.1 Utilities. Tenant shall pay or cause to be paid all service charges for water, sewer, electricity, power and all other utilities or services used rendered or supplied to, upon or in connection with the Premises.

#### ARTICLE 11. DAMAGE

11.1 Damage. Except as otherwise provided in this Lease, if the Improvements located on the Premises are damaged and such damage was caused by fire or other peril covered by Tenant's insurance, Tenant agrees to repair such damage and the Lease shall continue in full force and effect. If such Improvements are damaged as the result of any cause other than perils required to be covered by Tenant's insurance, then Tenant may, at Tenant's option, either (a) repair such damage as soon as reasonably practicable at Tenant's sole cost and expense, in which event this Lease shall continue in full force and effect, or (b) give written notice to City within ninety (90) days after the date of occurrence of such damage of Tenant's intention to cancel and terminate this Lease as of the date of occurrence of such damage, in which event the Lease shall terminate and the City shall release Tenant from the provisions of this Lease.

#### ARTICLE 12. HAZARDOUS MATERIALS

12.1 Hazardous Materials. City and Tenant agree as follows with respect to the existence or use of Hazardous Material (as defined in Paragraph 12.1.3) on the Premises:

12.1.1 Prohibition. Tenant shall not cause or permit any Hazardous Material to be brought upon, kept or used in or about the Premises (other than common products typically used in connection with the construction, operation and maintenance of museums, parking structures and landscaped areas) by its agents, employees, tenants, sub-tenants, contractors or invitees in violation of law or in quantities which would require reporting to a governmental entity, without the prior written consent of General Manager, acting at General Manager's sole discretion. If Tenant breaches the obligations stated in the preceding sentence, or if the presence of Hazardous Material on the Premises caused by Tenant results in contamination of the Premises, or if contamination of the Premises by Hazardous Material otherwise occurs for which Tenant is legally liable to City for damage resulting therefrom, then, Tenant shall indemnify and hold City harmless, to the extent authorized by Government Code Section 14662.5 or other applicable law, from any and all claims, judgments, damages, penalties, fines, costs, liabilities or losses (including, without limitation, diminution in value of the Premises, and sums paid in settlement of claims, attorneys' fees, consultant fees and expert fees) which arise during or after the Term as a result of such contamination, except to the extent such contamination is related to the negligence or willful misconduct of the City or such contamination was present on the Premises prior to the Effective Date of this Lease. This indemnification of City by Tenant includes, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal

or restoration work required by any federal, state or local governmental agency or political subdivision because of Hazardous Material present in the soil or ground water on or under the Premises, which was caused by Tenant. Without limiting the foregoing, if the presence of any Hazardous Material on the Premises caused by Tenant results in any contamination of the Premises, Tenant shall promptly take all actions at its sole expense as are necessary to return the Premises to the condition existing prior to the introduction of any such Hazardous Material to the Premises, provided that Tenant shall first notify the City.

12.1.2 Compliance Costs. Notwithstanding anything to the contrary in Section 12.1.1 above, City and Tenant acknowledge that City is legally liable for the costs of complying with laws relating to Hazardous Material under the following circumstances: (1) Hazardous Material present in the soil or ground water which was not introduced to the soil or ground water by Tenant; (2) a change in Laws which relate to Hazardous Material which make such Hazardous Material which is present on the Premises as of the date Tenant initially occupied the Premises, whether known or unknown to City, a violation of such new laws; (3) Hazardous Material that migrates, flows, percolates, diffuses or in any way moves on to or under the land and was not introduced to the Premises by Tenant; (4) Hazardous Material present on or under the land as a result of any discharge, dumping or spilling (whether accidental or otherwise) on the land by other occupiers of the Premises or their agents, employees, contractors or invitees, or by others. Accordingly, City and Tenant agree that any loss by City related to such Hazardous Materials, including, but not limited to, any claims, judgments, damages, penalties, fines, liabilities or costs of complying with laws shall be borne by City.

12.1.3 "Hazardous Material" - Definition. As used herein, the defined term "Hazardous Material" means any chemical, substance, material, or waste or component thereof the presence of which requires investigation or remediation under any applicable federal, state, or local statute, regulation, ordinance, order, action, policy, or common law, or which is now or hereafter listed, defined, or regulated as a flammable explosive, radioactive material, hazardous or toxic chemical, substance, material or waste or component thereof (whether injurious by themselves or in conjunction with other materials) by any applicable federal, state, or local governing or regulatory body having jurisdiction, or which would trigger any employee or community "right-to-know" requirements adopted by such body, or for which any such body has adopted any requirements for the preparation or distribution of a material safety data sheet. "Hazardous Material" includes, without limitation, any material or substance which is: (1) defined as a "hazardous waste," "extremely hazardous waste" or "restricted hazardous waste" under Sections 25115, 25117 or 25122.7, or listed pursuant to Section 25140, of the California Health and Safety Code, Division 20, Chapter 6.5 (Hazardous Waste Control Law); (2) defined as a "hazardous substance" under Section 25316 of the California Health and Safety Code, Division 20, Chapter 6.8 (Carpenter-Presley-Tanner Hazardous Substance Account Act, California Health and Safety Code Section 25300, et seq.); (3) defined as a "hazardous material," "hazardous substance," or "hazardous waste" under Section 25501 of the California Health and Safety Code, Division 20, Chapter 6.95 (Hazardous Materials Release Response Plans and inventory, California Health and Safety Code Section 25500, et seq.); (4) defined as a "hazardous substance" under Section 25281 of the California Health and Safety Code, Division 20, Chapter 6.7 (Underground Storage of Hazardous Substances, California Health and Safety Code Section 25280, et seq.); (5) petroleum;

(6) asbestos; (7) defined as a "hazardous constituent," "hazardous material," "hazardous waste," or "toxic waste" under Article 2 of Chapter 10 (Section 66260.10) or defined as a "hazardous waste" under Article 1 of Chapter 11 (Section 66261.3) of Title 22 of the California Code of Regulations, Division 4.5 (Environmental Health Standards for the Management of Hazardous Waste, 22 C.C.R. Section 66001, et seq.); (8) designated as a "hazardous substance" pursuant to Section 311 (33 U.S.C. § 1321) of the Clean Water Act of 1977, as amended (Federal Water Pollution Control Act, 33 U.S.C. § 1251, et seq.); (9) defined as a "hazardous waste" pursuant to Section 1004 (42 U.S.C. § 6903) of the Federal Resource Conservation and Recovery Act of 1976, as amended (RCRA, 42 U.S.C. § 6901, et seq.); (10) defined as a "hazardous substance" pursuant to Section 101 (42 U.S.C. § 9601) of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (CERCLA, 42 U.S.C. § 9601, et seq.); or (11) defined as "hazardous material" under Section 103 (49 U.S.C. § 1802) of the Hazardous Materials Transportation Act (49 U.S.C. § 1801, et seq.), as such laws may be amended from time to time, and the regulations adopted and publications promulgated pursuant to such laws.

12.1.4 Disposal of Hazardous Material. If Tenant and/or its subtenants, dispose of any soil, material, chemicals, fluids, or groundwater from the Premises contaminated with Hazardous Material, Tenant shall provide City copies of all permits, certificates, and records relating to such disposal, including a copy of each uniform hazardous waste manifest indicating the quantity and type of material being disposed of, the method of transportation of the material to the disposal site and the location of the disposal site.

12.1.5 Hazardous Material Tests. Any tests required of Tenant by this Article shall be performed by a State of California Department of Health Services certified testing laboratory satisfactory to City. By signing this Lease, Tenant hereby irrevocably directs any such laboratory to provide City, upon written request from City, copies of all of its reports, test results, and data gathered. As used in this Article, the term "Tenant" includes assignees, agents, employees, contractors, subcontractors, and/or invitees of Tenant.

12.1.6 Notice Of Hazardous Substances. California Health and Safety Code Section 25359.7(a) requires any owner of nonresidential real property who knows, or has reasonable cause to believe, that any release of hazardous substance has come to be located on or beneath that real property to, prior to the lease or rental of that real property or when the presence of such release is actually known, give written notice of that condition to the lessee or renter. California Health and Safety Code Section 25359.7(b) requires any tenant of real property who knows, or has reasonable cause to believe, that any release of hazardous substance has come to be located on or beneath that real property to give written notice of such condition to the owners. Tenant and City shall comply with the requirements of Section 25359.7 and any successor statute thereto and with all other statutes, laws, ordinances, rules, regulations and orders of governmental authorities with respect to hazardous substances.

#### ARTICLE 13. DEFAULT, CANCELLATION AND TERMINATION

13.1 Events Of Default. The following occurrences are "Events of Default", and each an "Event of Default":

13.1.1 Breach Of Lease. Tenant breaches or fails in the performance of any of the provisions or conditions of this Lease, including without limitation: (i) failure to develop, maintain, and/or operate the Premises in accordance herewith; (iii) failure to use the Premises for the purposes stated in Article 5 hereof; (iv) failure to provide the consideration set forth in Article 3.

13.1.2 Failure To Conform To Laws. Tenant fails to materially conform to any applicable law, statute or regulation or the deed by which the City holds the Premises.

13.1.3 Attempted Transfer. Tenant participates in any transfer or attempted transfer of this Lease which is not expressly permitted under the terms of this Lease.

13.2 Default - City's Remedies. If any one or more Events of Default occurs, then City may, after giving the Tenant written notice and at least thirty (30) days to cure at its election, without any further notice to or authorization from Tenant, and without waiving its rights at any time to select any other remedy provided in this Section, elsewhere in this Lease, or under law, do any one of the following:

13.2.1 Specific Performance. City may file with the appropriate court of competent jurisdiction an action for specific performance under this Lease. In the event City pursues this remedy, and if City prevails in such action for specific performance, then City shall be entitled to recover from Tenant any and all costs and attorney's fees incurred by the City in connection with such action, including without limitation costs of in-house attorneys.

13.2.2 Other Remedies. City is entitled to pursue any other remedies afforded by law, provided that, notwithstanding any remedy to the contrary afforded by law, so long as the Museum Project is being constructed or the Museum is being operated on the Development Site, City shall not terminate this Lease as a result of or as a remedy for the occurrence of any one or more Events of Default.

13.3 No Waiver. The conduct of either party or the acceptance of all or part of any payment by City after an Event of Default for any period after an Event of Default shall not be deemed a waiver of any rights and remedies, nor a waiver of the default of the same or any other provision, covenant or condition. Waiver by either City or Tenant of any breach by the other of any covenant, condition or obligation herein contained or failure by either City or Tenant to exercise any right or remedy in respect of any such breach shall not constitute a waiver or relinquishment for the failure of any such covenant, condition or obligation or of any subsequent breach of any such covenant, condition or obligation nor bar any right or remedy of City or Tenant in respect of any such subsequent breach.

13.4 Default By City. In the event City defaults in the performance of any of the provisions or conditions of this Lease, and if a written notice of such default is issued to City by Tenant, and if City does not commence to cure said default within sixty (60) days of receipt of said notice, Tenant may obtain specific performance or, if the Museum Project is not then being constructed and/or the Museum is not then being operating on the Development Site, Tenant may

terminate this Lease, except that where immediate action is reasonably required, Tenant may immediately obtain specific performance.

#### ARTICLE 14. SURRENDER OF PREMISES

14.1 Surrender Of Premises. Upon expiration of the Term of this Lease, Tenant shall quit and surrender possession to City of the Premises in good condition, reasonable wear and tear and damage by fire or other casualty excepted, provided however, the City possession of the Premises shall not in any way interfere with the Tenant's use of the improvements constructed on Tenant's property adjacent to the Premises.

14.2 Improvements Upon Termination. Upon the expiration of the Term of this Lease, all Improvements located on the Premises shall belong to the City, unless the City has requested, in writing, that Tenant demolish all Improvements and return the Premises to the City in the Premises' original condition, in which case, Tenant shall demolish all such Improvements at its sole cost and expense within 60 days after such expiration of this Lease. Nothing herein shall grant to the City any rights to access the Improvements through property owned by the Tenant.

#### ARTICLE 15. ASSIGNMENT AND BANKRUPTCY

15.1 Assignment And Subletting. Other than subleasing to the Museum Entity pursuant to the Museum Lease Agreement, as contemplated under Section 4.1 above and entering into a license or right of entry with the Museum Entity for the construction of the subterranean garage, Tenant shall not sublet the Premises or any part thereof, nor assign this Lease, in whole or in part, nor transfer (voluntarily or by operation of law), assign or in any manner convey any of the rights or privileges herein granted to any other entity (including without limitation pledging a leasehold security interest to any entity or otherwise cause a lien to be placed against the leasehold interest created hereunder) without the prior written approval of City, which approval shall not be unreasonably withheld. Any attempt to sublease, assign or transfer without the written consent required by this Section, to the extent such written consent is required hereby, shall be void and shall transfer no rights to the Premises. Notwithstanding the above Tenant may enter into operating agreements, short term license agreements and other similar forms of agreements allowing others to use the Premises, and nothing herein shall prohibit Tenant from entering into any such agreements.

15.2 Bankruptcy. To the extent permitted by law, neither this Lease nor the rights herein granted shall be assignable or transferable by any process or proceedings in any court, or by attachment, execution, proceedings in insolvency or bankruptcy either voluntary or involuntary, or receivership proceedings. To the extent the previous sentence is not permitted by law, in the event that Tenant shall be adjudicated a bankrupt, or become involved in any proceedings under the bankruptcy laws of the United States or the receivership laws of the State of California, or if the leasehold interest created by this Lease or any improvements constructed pursuant to this Lease are transferred due to operations of law, including, without limitation, the enforcement of a judgment, the trustee in bankruptcy, the receiver, the assignee, or the judgment purchaser shall be bound by all provisions of this Lease.

**ARTICLE 16. CONDEMNATION**

16.1 Eminent Domain. Should the Premises be taken for public use under the power of eminent domain or by negotiated sale and purchase in lieu thereof, this Lease shall immediately terminate upon acquisition of said property for public use and any compensation, sums, or anything of value awarded, paid, or received for or on account of the Premises shall be allocated to the parties in accordance with their respective interests in the Premises. If a portion only of the Premises is taken and the remainder is suitable for continued use under the provisions of this Lease, the entire award including severance damages to land and improvements shall belong to Tenant for the restoration of the Premises.

To the extent permitted by Law, the City, for itself and for any entity controlled by or related to the City, hereby agrees that a total taking of the Tenant's interest in this Lease or a partial taking shall only be effected if the City reasonably determines that (a) the overriding public interest or necessity requires the City to take possession of the Premises, (b) the City's proposed use of the Premises is planned and located in a manner that will be most compatible with the greatest public good and least private injury and (c) the Premises is necessary for the City's overriding proposed use.

**ARTICLE 17. NOTICES**

17.1 Notices. All notices and demands which may or are to be required or permitted to be given by either party to the other hereunder shall be in writing. All notices and demands shall be personally delivered (including by means of professional messenger service), sent by United States mail, postage prepaid, return receipt requested, or transmitted by telecopier (e.g., Fax) or electronic mail, in which case the receiving party shall immediately confirm receipt of such telecopied or e-mailed notice. All notices are effective upon receipt. For the purposes of such notices, the addresses for the parties are set forth in Section 17.2 below. In the event City is unable to give notice to Tenant at the address(es) provided to City by Tenant, notice shall be deemed effective when addressed to Tenant at the Premises. Either party may from time to time designate another person or place in a notice.

17.2 Notices - Where Sent. All notices given under this Lease which are mailed or telecopied shall be addressed (unless re-designated as provided above) to the respective parties as follows:

**To City:**

City of Los Angeles  
Board of Recreation and Park Commissioners  
221 North Figueroa Street, Room 300  
Los Angeles, California 90012

Telephone: (213) 202-2640

**with a copy of any notice to:**

Department of Recreation and Parks  
General Manager  
221 North Figueroa Street, Room 350  
Los Angeles, California 90012

Telephone: (213) 202-2633

Facsimile: (213) 202-2610

Facsimile: (213) 202-2614

and with another copy of any notice to

Office of the City Attorney  
Real Property/Environment Division  
200 North Main Street, Room 700 City Hall  
East  
Los Angeles, California 90012-4130

Facsimile: (213) 978-8090

**To Tenant:**

6<sup>th</sup> District Agricultural Association  
California Science Center  
Office of Expositions Management  
700 Exposition Park Drive  
Los Angeles, California 90037

Department of General Services  
Real Estate Services Division  
P.O. Box 989052  
West Sacramento, CA 95798-9052

Phone: (213) 744-2308

Telephone: (916) 375-4025  
Facsimile: (916)

Email Address:

**ARTICLE 18. ORDINANCE MANDATED PROVISIONS**

18.1 Child Support Assignment Orders. This Lease is subject to Section 10.10, Article I, Chapter 1, Division 10 of the Los Angeles Administrative Code related to Child Support Assignment Orders. Pursuant to this Section, Tenant (and any contractor or subcontractor providing services to City under this Lease) shall (1) fully comply with all State and Federal employment reporting requirements for contractor's or subcontractor's employees applicable to Child Support Assignment Orders; (2) certify that the principal owner(s) thereof and applicable subcontractors are in compliance with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally; (3) fully comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment in accordance with California Family Code Section 5230, et seq.; and (4) maintain such compliance throughout the Term of this Lease. Pursuant to Section 10.10.b of the Los Angeles Administrative Code, failure of Tenant or an applicable subcontractor to comply with all applicable reporting requirements or to implement lawfully served Wage and Earnings Assignment Orders and Notices of Assignment or the failure of any principal owner(s) contractor or applicable subcontractors to comply with any Wage and

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Earnings Assignment Orders and Notices of Assignment applicable to them personally shall constitute a default of this Lease.

18.2 Service Contract Worker Retention Ordinance. This Lease is subject to the Service Contract Worker Retention Ordinance ("SCWRO") (Section 10.36, et seq, of the Los Angeles Administrative Code). The SCWRO requires that, unless specific exemptions apply, all employers (as defined) under contracts that are primarily for the furnishing of services to or for the City of Los Angeles and that involve an expenditure or receipt in excess of \$25,000 and a contract term of at least three (3) months shall provide retention by a successor contractor for a ninety-day (90-day) transition period of the employees who have been employed for the preceding twelve (12) months or more by the terminated contractor or subcontractor, if any, as provided for in the SCWRO. Under the provisions of Section 10.36.3(c) of the Los Angeles Administrative Code, City has the authority, under appropriate circumstances, to terminate this Lease and otherwise pursue legal remedies that may be available if City determines that the subject contractor violated the provisions of the SCWRO.

18.3 Living Wage Ordinance.

18.3.1 General Provisions: Living Wage Policy. This Lease is subject to the Living Wage Ordinance ("LWO") (Section 10.37, et seq, of the Los Angeles Administrative Code). The LWO requires that, unless specific exemptions apply, any employees of tenants or licensees of City property who render services on the leased or licensed premises are covered by the LWO if any of the following applies: (1) the services are rendered on premises at least a portion of which are visited by substantial numbers of the public on a frequent basis, (2) any of the services could feasibly be performed by City of Los Angeles employees if the awarding authority had the requisite financial and staffing resources, or (3) the designated administrative agency of the City of Los Angeles has determined in writing that coverage would further the proprietary interests of the City of Los Angeles. Employees covered by the LWO are required to be paid not less than a minimum initial wage rate, as adjusted each year (July 1, 2016, levels: \$11.27 per hour with health benefits of at least \$1.25 per hour, or \$12.52 per hour without health benefits). The LWO also requires that employees be provided with at least twelve (12) compensated days off per year for sick leave, vacation, or personal necessity at the employee's request, and at least ten (10) additional days per year of uncompensated time pursuant to Section 10.37.2(b). The LWO requires employers to inform employees making less than twelve dollars (\$12) per hour of their possible right to the federal Earned Income Tax Credit ("EITC") and to make available the forms required to secure advance EITC payments from the employer pursuant to Section 10.37.4. LACGC shall permit access to work sites for authorized City representatives to review the operation, payroll, and related documents, and to provide certified copies of the relevant records upon request by the City. Whether or not subject to the LWO, Tenant shall not retaliate against any employee claiming non-compliance with the provisions of the LWO, and, in addition, pursuant to Section 10.37.6(c), Tenant agrees to comply with federal law prohibiting retaliation for union organizing.

18.3.2 Living Wage Coverage Determination. The Board of Recreation and Parks Commissioners and the Office of the City Administrative Officer have made an initial determination as to whether this Lease is a proprietary lease or a proprietary license under the

LWO, and, if so, whether it is exempt from coverage by the LWO. If the determination has been made that the LWO is applicable with respect to this Lease, a Declaration of Compliance, must be executed by Tenant prior to or contemporaneously with this Lease. Determinations as to whether this Lease is a proprietary lease or license covered by the LWO, or whether an employer or employee are exempt from coverage under the LWO are not final, but are subject to review and revision as additional facts are examined and/or other interpretations of the law are considered. In some circumstances, applications for exemption must be renewed periodically (e.g., every two (2) years for proprietary lessees or licenses claiming exemption due to annual gross revenues of less than \$200,000 and with less than seven (7) employees (Section 10.37.1(I)). City shall notify Tenant in writing about any redetermination by City of coverage or exemption status. To the extent Tenant claims non-coverage or exemption from the provisions of the LWO, the burden shall be on Tenant to prove such non-coverage or exemption.

**18.3.3 Termination Provisions And Other Remedies: Living Wage Policy.** Under the provisions of Section 10.37.6(c) of the Los Angeles Administrative Code, violation of the LWO shall constitute a material breach of this Lease.

**18.4 Non-Discrimination.** There shall be no discrimination against or segregation of any person, or group of persons, on account of race, religion, national origin, ancestry, sex, sexual orientation, age, physical handicap, marital status, or medical condition in the lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the Premises or any part of the Premises or any operations or activities conducted on the Premises or any part of the Premises, nor shall Tenant or any person claiming under or through Tenant establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use of occupancy of tenants, subtenants, or vendees of the Premises. Any sublease or assignment which may be permitted under this Lease shall also be subject to the non-discrimination clauses contained in this Section 18.4.

**18.4.1 Non-Discrimination In Employment.** During the Term of this Lease Tenant shall comply with all applicable non-discrimination laws and regulations. Tenant shall take affirmative action to insure that applicants for employment are treated during the Term of this Lease without regard to the aforementioned factors and shall comply with the affirmative action requirements of the Los Angeles Administrative Code sections 10.8, et seq., or any successor ordinances or law concerned with discrimination.

#### **18.5 Contractor Responsibility Ordinance**

**18.5.1 General Provisions: Contractor Responsibility Policy.** This Lease is subject to the Contractor Responsibility Ordinance ("CRO") (Section 10.40, et seq, of the Los Angeles Administrative Code "LAAC") and the rules and regulations promulgated pursuant thereto as they may be updated. The CRO requires that, unless specific exemptions apply as specified in LAAC 10.37.1(I)(b) or LAAC 10.40.4, lessees or licensees of City property who render services on the leased or licensed premises are covered by the CRO if any of the following applies: (1) the services are rendered on premises at least a portion of which are visited by substantial numbers of the public on a frequent basis, (2) any of the services could feasibly be

performed by City employees if the awarding authority had the requisite financial and staffing resources, or (3) a designated administrative agency of the City has determined in writing that coverage would further the proprietary interests of the City. Lessees or licensees of City property who are not exempt pursuant to LAAC 10.40.4 (a) or (b), unless subject to the CRO solely due to an amendment to an existing lease or license, are required to have completed a questionnaire ("Questionnaire") signed under penalty of perjury designed to assist the City in determination that the lessee or licensee is one that has the necessary quality, fitness and capacity to perform the work set forth in the contract. All lessees or licensees of City property who are covered by the CRO, including those subject to the CRO due to an amendment, are required to complete the following Pledge of Compliance ("POC"):

(1) comply with all applicable federal state, and local laws and regulations in the performance of the contract, including but not limited to laws regarding health and safety, labor and employment, wage and hour, and licensing laws which affect employees;

(2) notify the awarding authority within thirty (30) calendar days after receiving notification that any government agency has initiated an investigation that may result in a finding that the lessee or licensee did not comply with subparagraph (1) above in the performance of the lease or license;

(3) notify the awarding authority within thirty (30) calendar days of all findings by a government agency or court of competent jurisdiction that the lessee or licensee has violated subparagraph (1) above in the performance of the lease or license;

(4) ensure within thirty (30) days (or such shorter time as may be required by the awarding authority) that subcontractors working on the lease or license submit a POC to the awarding authority signed under penalty of perjury, and

(5) ensure that subcontractors working on the lease or license abide by the requirements of the POC and the requirement to notify the awarding authority within thirty (30) calendar days that any government agency or court of competent jurisdiction has initiated an investigation or has found that the subcontractor has violated subparagraph (1) above in the performance of the lease or license.

Tenant shall ensure that its subcontractors meet the criteria for responsibility set forth in the CRO and any rules and regulations promulgated thereto. Tenant may not use any subcontractor that has been determined or found to be a non-responsible contractor by City. Subject to approval by the awarding authority, Tenant may substitute a non-responsible subcontractor with another subcontractor with no change in the consideration for this Lease. Tenant shall submit to City a Pledge of Compliance, for each subcontractor listed by the Tenant in its Questionnaire, as performing work on this Lease within thirty (30) calendar days of execution of this Lease, unless the Department of General Services requires in its discretion the submission of a Pledge of Compliance within a shorter time period. The signature of Tenant shall constitute a declaration under penalty of perjury that Tenant shall comply with the POC.

18.5.2 Update of Information. Tenant shall:

(1) notify the awarding authority within thirty (30) calendar days after receiving notification that any governmental agency has initiated an investigation that may result in a finding that Tenant did not comply with any applicable federal, state, or local law in the performance of this Lease, including but not limited to laws regarding health and safety, labor and employment, wage and hour, and licensing laws which affect employees;

(2) notify the awarding authority within thirty (30) calendar days of receiving notice of any findings by a government agency or court of competent jurisdiction that Tenant violated any applicable federal, state, or local law in the performance of this Lease, including but not limited to laws regarding health and safety, labor and employment, wage and hour, and licensing laws which affect employees; and

(3) notify the awarding authority within thirty (30) calendar days of becoming aware of any information regarding its subcontractors and investigations or findings regarding the subcontractor's violations of any applicable federal, state, or local law in the performance of this Lease, including but not limited to laws regarding health and safety, labor and employment, wage and hour, and licensing laws which affect employees.

Updates of information contained in Tenant's responses to the Questionnaire must be submitted to the awarding authority within thirty (30) days of any changes to the responses if the change would affect Tenant's fitness and ability to continue performing this Lease. Notwithstanding the above, Tenant shall not be required to provide updates to the Questionnaire if Tenant became subject to the CRO solely because of an amendment to the original lease or license. Tenant shall cooperate in any investigation pursuant to CRO by providing such information as shall be requested by City. Tenant agrees that City may keep the identity of any complainant confidential. Tenant shall ensure that subcontractors who perform work on this Lease abide by these same updating requirements including the requirement to:

(1) notify the awarding authority within thirty (30) calendar days after receiving notification that any government agency has initiated an investigation which may result in a finding that the subcontractor did not comply with any applicable federal, state, or local law in the performance of this Lease, including but not limited to laws regarding health and safety, labor and employment, wage and hour, and licensing laws which affect employees; and

(2) notify the awarding authority within thirty (30) calendar days of all findings by a government agency or court of competent jurisdiction that the subcontractor violated any applicable federal, state, or local law in the performance of this Lease, including but not limited to laws regarding health and safety, labor and employment, wage and hour, and licensing laws which affect employees.

18.5.3 Compliance, Termination Provisions and Other Remedies. If Tenant is not initially exempt from the CRO, Tenant shall comply with all of the provisions of the CRO and this Lease. If Tenant is initially exempt from the CRO, but later no longer qualifies for such

exemption, Tenant shall, at such time Tenant is no longer exempt, comply with the provisions of the CRO and this Lease. Failure to comply with the provisions of the CRO, including without limitation the requirements that all responses to the Questionnaire are complete and accurate, to provide updates as provided therein and to correct any deficiencies within ten (10) days of notice by City, or failure to comply with the provisions of this Lease shall constitute a material breach of this Lease.

18.6 Slavery Disclosure Ordinance. This Lease is subject to the applicable provisions of the Slavery Disclosure Ordinance. ("SDO") (Section 10.41, et seq, of the Los Angeles Administrative Code). Unless otherwise exempt in accordance with the provision of this Ordinance, Tenant certifies that it has complied with the applicable provisions of the Ordinance. Under the provisions of Section 10.41.2(b) of the Los Angeles Administrative Code, City has the authority, under appropriate circumstances, to terminate this Lease and otherwise pursue legal remedies that may be available to City if City determines that Tenant failed to fully and accurately complete the SDO affidavit or otherwise violated any provision of the SDO.

18.7 Equal Benefits Provisions. This Lease is subject to Section 10.8.2.1, Article 1, Chapter 1, Division 10 of the Los Angeles Administrative Code ("Equal Benefits Provisions") related to equal benefits to employees. Tenant agrees to comply with the provisions of Section 10.8.2.1. By way of specification but not limitation, pursuant to Section 10.8.2.1.c of the Los Angeles Administrative Code, the failure of Tenant to comply with the Equal Employment Practices provisions of this Lease may be deemed to be a material breach of this Lease. No such finding shall be made or penalties assessed, except upon a full and fair hearing after notice and an opportunity to be heard has been given to Tenant. Upon a finding duly made that Tenant has failed to comply with the Equal Employment Practices provisions of this Lease, this Lease may be forthwith terminated.

18.8 Tax Registration Certificates And Tax Payments. This Section is applicable where Tenant is engaged in business within the City of Los Angeles and is required to obtain a Tax Registration Certificate ("TRC") pursuant to one or more of the following articles (collectively "Tax Ordinances") of Chapter II of the Los Angeles Municipal Code: Article 1 (Business Tax Ordinance) [section 21.00, et seq.], Article 1.3 (Commercial Tenant's Occupancy Tax) [section 21.3.1, et seq.], Article 1.7 (Transient Occupancy Tax) [Section 21.7.1, et seq.], Article 1.11 (Payroll Expense Tax) [Section 21.11.1, et seq.], or Article 1.15 (Parking Occupancy Tax) [Section 21.15.1, et seq.]. Prior to the execution of this Lease, or the effective date of any extension of the Term or renewal of this Lease, Tenant shall provide to the City's Department of General Services proof satisfactory to the General Manager of the Department of General Services that Tenant has the required TRCs and that Tenant is not then currently delinquent in any tax payment required under the Tax Ordinances. City may terminate this Lease upon thirty (30) days' prior written notice to Tenant if City determines that Tenant failed to have the required TRCs or was delinquent in any tax payments required under the Tax Ordinances at the time of entering into, extending the Term of, or renewing this Lease. City may also terminate this Lease upon ninety (90) days prior written notice to at any time during the Term of this Lease if Tenant fails to maintain required TRCs or becomes delinquent in tax payments required under the Tax Ordinances and fails to cure

such deficiencies within the ninety (90) day period (in lieu of any time for cure provided in Section 15).

18.9 Prevailing Wages. In connection with the construction of Improvements on the Premises, Tenant shall cause the Museum Entity to comply with the provisions of the State of California's "prevailing wages" requirements, as such requirements are accepted by and made applicable to the City.

18.10 Applicability to the State of California. City agrees that the ordinance-mandated provisions contained in Sections 18.1 through 18.8, inclusive, above shall not apply to the Tenant's operation of the subterranean parking garage to the extent State law prohibits such application. All of those provisions shall, in any event, apply to the Museum Entity and the development of the surface-level landscaped open space, the operation of such open space, and the construction of the subterranean parking garage, except, in each case, to the extent that the Museum Entity is exempt or excluded therefrom whether as a matter of law or as determined by the Bureau of Contract Administration of the City of Los Angeles, as applicable.

#### ARTICLE 19. MISCELLANEOUS PROVISIONS

19.1 Amendment Of Lease. No amendment, modification, supplement or mutual termination of any provision of this Lease shall in any event be effective unless the same shall be in writing and signed by City and Tenant.

19.2 Binding Effect. Subject to the provisions of this Lease relative to assignment (Article 15), this Lease shall be binding upon and inure to the benefit of the heirs, executors, administrators, transferees, successors and assigns of the respective parties hereto.

19.3 Captions, Table Of Contents, And Index. The captions, table of contents, and index of this Lease are inserted only as a matter of convenience and reference, and they in no way define, limit, or describe the scope of any provisions of this Lease, or the intent of any provision of this Lease, and shall not be used with respect to the interpretation of any provision of this Lease.

19.4 Conflict Of Laws And Venue. This Lease shall be governed by and construed under the laws of the State of California. Venue on any action arising out of this Lease will be proper only in the County of Los Angeles, State of California.

19.5 Corporate Resolution. If Tenant is a corporate entity, Tenant shall provide to City a current copy of its Corporate Resolution, or a Certificate of Tenant's Secretary, depicting the names and legal signatures of the officers of the Tenant authorized to execute legal documents, including this Lease, on behalf of Tenant. Within thirty (30) days of any change in such names, Tenant shall provide to City the updated Corporate Resolution.

19.6 Counterparts. This Lease may be executed in one or more counterparts, each of which may be deemed an original, but all of which together shall constitute one and the same instrument.

19.7 Exhibits - In Lease. All exhibits referred to are attached to this Lease and incorporated by reference.

19.8 Force Majeure. Whenever either party hereto shall be required by the provisions of this Lease or by law to perform any contract, act, work, construction, labor or services (excepting only the obligation to pay rent due hereunder) or to discharge any lien against the Premises, or to perform and comply with any laws, rules, orders, ordinances, regulations or zoning regulations, said party shall not be deemed to be in default herein and the other party shall not enforce or exercise any of its right under this Lease, if and so long as nonperformance or default herein shall be directly caused by strikes, non-availability of materials, war or national defense preemptions, governmental restrictions that are generally applicable, acts of God or other similar causes beyond the reasonable control of the nonperforming party (it is understood and agreed by the parties hereto that financial capacity and availability of funding shall not constitute force majeure); provided, however, that notwithstanding any of the provisions of the foregoing, the nonperforming party shall commence such performance and continue the same with diligence and continuity immediately after the removal of any of the causes hereinabove specified.

19.9 Gender. As used herein, the neuter gender includes the feminine and masculine, the masculine includes the feminine and the neuter and feminine includes the masculine and the neuter, and each includes , limited liability companies, partnerships or other legal entities when the context so requires.

19.10 Memorandum Of Lease. A Memorandum of Lease, substantially in the form as that attached to this Lease as Exhibit C, shall be completed and executed by both parties concurrently with the execution of this Lease. City shall record such Memorandum of Lease at its sole cost and expense immediately after execution of the Lease.

19.11 Integration. This Lease contains all of the agreements of the parties hereto with respect to the matters covered hereby, and no prior agreements, oral or written, or understandings or representations of any nature whatsoever pertaining to any such matters shall be effective for any purpose unless expressly incorporated in the provisions of this Lease.

19.12 No Relocation Assistance. Tenant acknowledges that it is not entitled to relocation assistance or any other benefits under the California Relocation Assistance Act (Government Code Section 7260, et seq.), the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (42 U.S.C.A. §4601, et seq.), or any other provisions of law upon termination of this Lease.

19.13 Possessory Interest Tax. By executing this Lease and accepting the benefits thereof, Tenant may be creating a property interest known as "possessory interest" which may be subject to property taxation. Tenant, as the party in whom the possessory interest is vested, shall be responsible for the payment of all property taxes, if any, levied upon such interest. Tenant acknowledges that the notice required under California Revenue and Taxation Code section 107.6 has been provided.

19.14 Quiet Enjoyment. If Tenant is not in default as provided herein, Tenant shall and may peaceably and quietly have, hold, and enjoy the Premises with necessary ingress and egress in accordance with the provisions hereof.

19.15 Severability. If any provision of this Lease or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Lease, or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

19.16 Determination. Except as otherwise expressly provided herein, and subject to Section 1.3.2 above, all approvals, elections, consents, agreements, determinations, options and actions of City required pursuant to this Lease shall not be unreasonably withheld, determined, made or taken.

19.17 Time. Time is of the essence with respect to the performance or observance of each of the obligations, covenants and agreements under this Lease. Except where expressly stated to be "business days" or "working days," the word "days" shall mean "calendar days."

19.18 Parking Rights Under Separate Lease. The parties hereto are entering into, or have entered into, that certain First Amendment to Ground Lease – Athletic Field, dated as of the date hereof ("First Amendment to Playfield Lease"). Pursuant to the First Amendment to Playfield Lease, City is entitled to the use of certain 33 parking spaces, as specified therein. Upon expiration or termination of the First Amendment to Playfield Lease, City's right to such 33 parking spaces shall continue under this Lease, as if such right is set forth herein, upon the same terms and conditions as the First Amendment to Playfield Lease (except for the lease term of such lease).

[Signature Page to Follow]

IN WITNESS WHEREOF, City and Tenant have caused this Lease to be executed as of the date of the attestation by the City Clerk.

<p><b>"Tenant":</b></p> <p>The State of California, acting by and through the 6th District Agricultural Association, California Science Center, and the Office of Exposition Park Management</p>	<p><b>"City":</b></p> <p>City of Los Angeles, a municipal corporation, acting by and through its Board of Recreation and Parks Commissioners</p>
<p>6th District Agricultural Association California Science Center</p> <p>By: _____ Ana M. Lasso, General Manager Office of Exposition Park Management Date: _____</p>	<p>By: <u><i>Sylvia Papaouras</i></u> Sylvia Papaouras, President Date: <u>8/2/17</u></p> <p>By: <u><i>Armando Bencomo</i></u> Armando Bencomo, Secretary Date: <u>8/2/17</u></p>
<p><b>Reviewed and Approved:</b></p> <p>Director of Department of General Services</p> <p>By: _____ Tony Psihopaidas, Manager State Owned Leasing and Development Date: _____</p>	<p><b>Approved as to form:</b></p> <p>Michael N. Feuer, City Attorney</p> <p>By: <u><i>Edutjo</i></u> Deputy City Attorney Date: <u>8-2-17</u></p>
<p><b>Recommend Approval:</b></p> <p>By: _____ Kimberley Tsumura Senior Real Estate Officer State Owned Leasing and Development Date: _____</p>	<p><b>Attest:</b></p> <p>Holly L. Wolcott, City Clerk</p> <p>By: <u><i>Holly L. Wolcott</i></u> Deputy Date: <u>8-16-17</u></p>
<p><b>Consent:</b></p> <p>Natural Resources Agency</p> <p>By: _____ John Laird, Secretary Date: _____</p>	<p>C-129864</p> 

IN WITNESS WHEREOF, City and Tenant have caused this Lease to be executed as of the date of the attestation by the City Clerk.

<p><b>"Tenant":</b></p> <p>The State of California, acting by and through the 6th District Agricultural Association, California Science Center, and the Office of Exposition Park Management</p>	<p><b>"City":</b></p> <p>City of Los Angeles, a municipal corporation, acting by and through its Board of Recreation and Parks Commissioners</p>
<p>6<sup>th</sup> District Agricultural Association California Science Center</p> <p>By: <u>Ana M. Lasso</u> Ana M. Lasso, General Manager Office of Exposition Park Management Date: <u>8/3/2017</u></p>	<p>By: _____ Sylvia Patsaouras, President Date: _____</p> <p>By: _____ Armando Bencomo, Secretary Date: _____</p>
<p><b>Reviewed and Approved:</b></p> <p>Director of Department of General Services</p> <p>By: _____ Tony Psihopaids, Manager State Owned Leasing and Development Date: _____</p>	<p><b>Approved as to form:</b></p> <p>Michael N. Feuer, City Attorney</p> <p>By: _____ Deputy City Attorney Date: _____</p>
<p><b>Recommend Approval:</b></p> <p>By: _____ Kimberley Tsumura Senior Real Estate Officer State Owned Leasing and Development Date: _____</p>	<p><b>Attest:</b></p> <p>Holly L. Wolcott, City Clerk</p> <p>By: _____ Deputy Date: _____</p>
<p><b>Consent:</b></p> <p>Natural Resources Agency</p> <p>By: _____ John Laird, Secretary Date: _____</p>	

5. **Reference to Lease for All Purposes.** Reference is hereby made to the entire Lease for any and all purposes. A true copy of the Lease is on file with the City Clerk of the City of Los Angeles, whose office is Room 360, City Hall, 200 North Spring Street, Los Angeles, California 90012.

<p><b>"Tenant":</b></p> <p>The State of California, acting by and through the 6th District Agricultural Association, California Science Center, and the Office of Exposition Park Management</p>	<p><b>"City":</b></p> <p>City of Los Angeles, a municipal corporation, acting by and through its Board of Recreation and Parks Commissioners</p>
<p>6<sup>th</sup> District Agricultural Association California Science Center</p> <p>By: _____ Ana M. Lasso, General Manager Office of Exposition Park Management Date: _____</p>	<p>By: _____ Sylvia Patsouras, President Date: _____</p> <p>By: _____ Armando Bencomo, Secretary Date: _____</p>
<p><b>Reviewed and Approved:</b></p> <p>Director of Department of General Services</p> <p>By: _____ Tofy Puthipatdas, Manager State Owned Leasing and Development Date: <u>8-3-17</u></p>	<p><b>Approved as to form:</b></p> <p>Michael N. Feuer, City Attorney</p> <p>By: _____ Deputy City Attorney Date: _____</p>
<p><b>Recommend Approval:</b></p> <p>By: _____ Kimberley Tsunafa Senior Real Estate Officer State Owned Leasing and Development Date: _____</p>	<p><b>Attest:</b></p> <p>Holly L. Wolcott, City Clerk</p> <p>By: _____ Deputy Date: _____</p>
<p><b>Consent:</b></p> <p>Natural Resources Agency</p> <p>By: _____ John Laird, Secretary Date: _____</p>	

IN WITNESS WHEREOF, City and Tenant have caused this Lease to be executed as of the date of the attestation by the City Clerk.

<p><b>"Tenant":</b></p> <p>The State of California, acting by and through the 6th District Agricultural Association, California Science Center, and the Office of Exposition Park Management</p>	<p><b>"City":</b></p> <p>City of Los Angeles, a municipal corporation, acting by and through its Board of Recreation and Parks Commissioners</p>
<p>6<sup>th</sup> District Agricultural Association California Science Center</p> <p>By: _____ Ana M. Lasso, General Manager Office of Exposition Park Management Date: _____</p>	<p>By: _____ Sylvia Patsouras, President Date: _____</p> <p>By: _____ Armando Bencomo, Secretary Date: _____</p>
<p><b>Reviewed and Approved:</b></p> <p>Director of Department of General Services</p> <p>By: _____ Tony Paliopoulos, Manager State Owned Leasing and Development Date: _____</p>	<p><b>Approved as to form:</b></p> <p>Michael N. Feuer, City Attorney</p> <p>By: _____ Deputy City Attorney Date: _____</p>
<p><b>Recommend Approval:</b></p> <p>By: _____ Kimberley Tsumura Senior Real Estate Officer State Owned Leasing and Development Date: _____</p>	<p><b>Attest:</b></p> <p>Holly L. Wolcott, City Clerk</p> <p>By: _____ Deputy Date: _____</p>
<p><b>Consent:</b></p> <p>Natural Resources Agency</p> <p>By:  John Laird, Secretary Date: 8/2/17</p>	

## EXHIBIT A-1: LEGAL DESCRIPTION OF PREMISES

### PARCEL 1:

Those portions of Lots 101 and 102 of Southern District Agricultural Park and Adjoining Lots, as per map recorded in Book 4, page 352 of the Miscellaneous Records, in the office of the County Recorder of Los Angeles County, included within a strip of land, 60 feet wide, lying 30 feet on each side of the easterly prolongation of a line parallel with and distant 30 feet northerly, measured at right angles from the southerly line of Leighton Avenue, shown as 48th Street, 60 feet wide, on map of West Park Tract No. 2, recorded in Book 9, page 192 of Maps, in the office of said County Recorder, said southerly line being also the northerly line of Block E of said Tract.

ALSO, that portion of said Lot 101 bounded and described as follows:

Beginning at the intersection of the southerly line of said strip of land, 60 feet wide, with a line parallel with and distant 10 feet easterly, measured at right angles from the southerly line of Vermont Avenue, 70 feet wide, as shown on map of said West Park Tract No. 2; thence southerly along said last-mentioned parallel line a distance of 10 feet; thence northeasterly in a direct line to a point in said southerly line, said point being distant 10 feet easterly, measured along said southerly line, from the point of beginning; thence westerly along said southerly line to the point of beginning.

ALSO, that portion of said Lot 102 bounded and described as follows:

Beginning at the intersection of the southerly line of said strip of land, 60 feet wide, with the easterly line of said Lot 102; thence southerly along said easterly line a distance of 10 feet; thence northwesterly in a direct line to a point in said southerly line, said point being distant 10 feet westerly, measured along said southerly line, from the point of beginning; thence easterly along said southerly line to the point of beginning.

EXCEPTING therefrom any portion included within a public street.

EXCEPTING THAT PORTION OF LOT 101 IN VERMONT AVENUE, 80 FEET WIDE, AS ESTABLISHED BY DEED RECORDED ON JANUARY 27, 1909 AS INSTRUMENT NO. 178 IN BOOK 3568 PAGE 253 OF DEEDS.

### PARCEL 2:

LOTS 97 AND 99 AND 100 OF 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 4 PAGE 352 OF MISCELLANEOUS RECORDS, OF LOS ANGELES COUNTY.

EXCEPTING THEREFROM ANY PORTIONS LYING WITHIN THE LINES OF ANY PUBLIC STREET OR ALLEY.

ALSO EXCEPTING THAT PORTION OF SAID LAND CONVEYED TO THE STATE OF CALIFORNIA, AS PER DEED RECORDED ON AUGUST 18, 1975 AS INSTRUMENT NO. 3184 IN BOOK D-6766 PAGE 422 OF OFFICIAL RECORDS.

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**PARCEL 3:**

THAT PORTION OF THE NORTH-SOUTH ALLEY SHOWN UPON THE MAP OF 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 4 PAGE 352 OF MISCELLANEOUS RECORDS, OF LOS ANGELES COUNTY, LYING NORHTERLY OF THE EASTERLY PROLONGATION OF THE SOUTHERLY LINE OF THAT PORTION OF LOT 101 OF THE ABOVE DESCRIBED MAP, DESCRIBED IN THE GRANT DEED WHICH RECORDED ON MARCH 24, 1975 AS INSTRUMENT NO. 2390 IN BOOK D-6595 PAGE 702 OF OFFICIAL RECORDS AND LYING SOUTHERLY OF THE SOUTHERLY LINE OF THE LAND DESCRIBED IN THE DEED WHICH RECORDED ON AUGUST 18, 1975 AS INSTRUMENT NO. 3184 IN BOOK D-6796 PAGE 422 OF OFFICIAL RECORDS.

**PARCEL 4:**

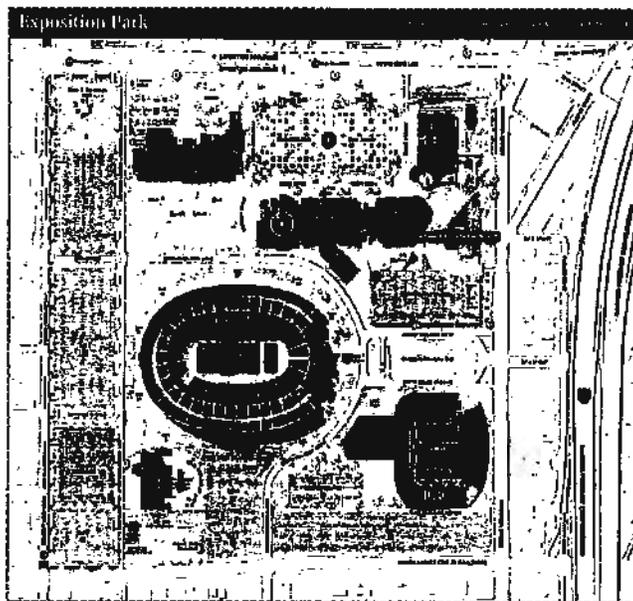
THE EASTERLY 10 FEET OF THE WESTERLY 20 FEET OF LEIGHTON AVENUE, FORMERLY KNOWN AS INYO STREET, AS SHOWN UPON THE MAP OF SOUTHERN DISTRICT AGRICULTURAL PARK AND ADJOINING LOTS, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN 4 PAGE 352 OF MISCELLANEOUS RECORDS, OF LOS ANGELES COUNTY.

***THIS DESCRIPTION IS NOT TO BE USED FOR INSURANCE PURPOSES NOR IS IT TO BE USED FOR THE PURPOSE OF SALE, LEASE OR FINANCING THAT MAY BE A VIOLATION OF THE STATE MAP ACT OR LOCAL ORDINANCES. SAID LEGAL DESCRIPTION WILL HAVE TO BE RE-WRITTEN BASED ON ACTUAL LAND SURVEY AND MATHEMATICAL CLOSURE OR/AND APPROVED BY THE LICENSED LAND SURVEYOR.***



**EXHIBIT A-3: DEPICTION OF TENANT PARCELS**

**EXHIBIT A-3**

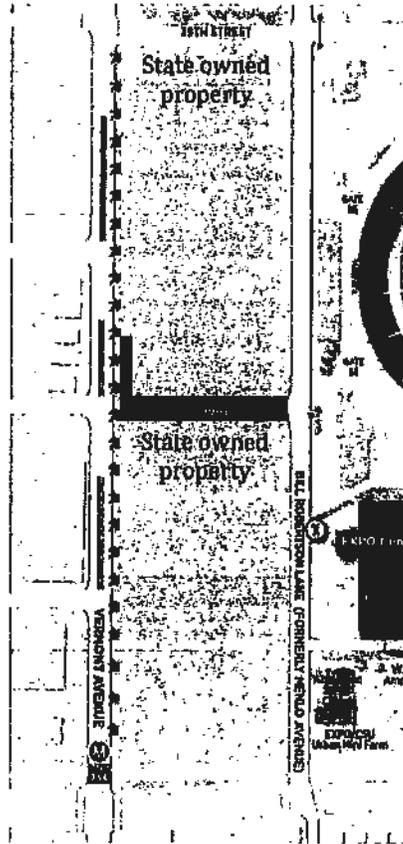


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EXHIBIT A-3



Ground Lease (v ECY 6-5-17)  
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**EXHIBIT B: INSURANCE REQUIREMENTS**

[Please see attached]

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7/31/2017

### Required Insurance and Minimum Limits

Name: Ground Lease for Leighton Avenue Date: 05/16/2017

Agreement/Reference: for two parcels located West of Expo Center between City of Los Angeles and the State of California  
 Evidence of coverages checked below, with the specified minimum limits, must be submitted and approved prior to occupancy/start of operations. Amounts shown are Combined Single Limits ("CSLs"). For Automobile Liability, split limits may be substituted for a CSL if the total per occurrence equals or exceeds the CSL amount.

Limits

**Workers' Compensation - Workers' Compensation (WC) and Employer's Liability (EL)** WC Statutory  
EL \$1,000,000

Waiver of Subrogation in favor of City  Longshore & Harbor Workers  
 Jones Act

**General Liability** The City of Los Angeles must be named \$5,000,000

Products/Completed Operations  Sexual Misconduct  
 Fire Legal Liability \$5,000,000

**Automobile Liability** (for any and all vehicles used for this contract, other than commuting to/from work) \$1,000,000

**Professional Liability** (Errors and Omissions) \$1,000,000

Discovery Period 12 Months After Completion of Work or Date of Termination

**Property Insurance** (to cover replacement cost of building - as determined by insurance company)

All Risk Coverage  Boiler and Machinery  
 Flood  Builder's Risk  
 Earthquake

**Pollution Liability**

Contractor's Pollution Liability

**Surety Bonds - Performance and Payment (Labor and Materials) Bonds** 100% of the contract price

**Crime Insurance**

Other: \*Professional Liability Insurance is required for Contractor or any sub-contractor performing professional design/engineering type work as part of the project (if any).

**EXHIBIT C: FORM OF MEMORANDUM OF LEASE**

RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:

CITY OF LOS ANGELES  
DEPARTMENT OF RECREATION  
AND PARKS  
c/o Office of the City Attorney  
Real Property/Environment Division  
Room 700, James K. Hahn City Hall East  
200 North Main  
Street Los Angeles, California 90012

Free recording in accordance with  
CA Government Code Section 6103

**MEMORANDUM OF GROUND LEASE**

THIS MEMORANDUM OF GROUND LEASE ("Memorandum") is made as of the date of attestation by the City Clerk of the City of Los Angeles on page 2 of this Memorandum, by and between the City of Los Angeles, a municipal corporation ("City"), and the State of California, acting by and through the 6th District Agricultural Association, California Science Center, and the Office of Exposition Park Management, with the approval of the Director of the Department of General Services ("Tenant"), who agree as follows:

1. **Term and Premises.** City leases to Tenant, and Tenant leases from City, certain real property located in the City of Los Angeles, County of Los Angeles, State of California, near 3980 South Bill Robertson Avenue, Los Angeles, California 90037, which property is described in **Exhibit I** attached hereto, for a term of no longer than fifty (50) years, on and upon the provisions of that certain Ground Lease between the parties ("Lease"), dated as of \_\_\_\_\_, 2017. The provisions of the Lease are incorporated into this Memorandum by reference.
2. **Provisions Binding On Tenant.** The provisions of the Lease to be performed by Tenant, whether affirmative or negative in nature, are intended to and shall bind Tenant and its successors and assigns at any time, and shall inure to the benefit of City and its successors and assigns.
3. **Provisions Binding on City.** The provisions of the lease to be performed by City, whether affirmative or negative in nature, are intended to and shall bind City and its successors and assigns at any time, and shall inure to the benefit of Tenant and its successors and assigns.
4. **Purpose of Memorandum.** This Memorandum is prepared for the purpose of recordation, and it in no way modifies the provisions of the Lease.

5. Reference to Lease for All Purposes. Reference is hereby made to the entire Lease for any and all purposes. A true copy of the Lease is on file with the City Clerk of the City of Los Angeles, whose office is Room 360, City Hall, 200 North Spring Street, Los Angeles, California 90012.

<p><b>"Tenant":</b></p> <p>The State of California, acting by and through the 6th District Agricultural Association, California Science Center, and the Office of Exposition Park Management</p>	<p><b>"City":</b></p> <p>City of Los Angeles, a municipal corporation, acting by and through its Board of Recreation and Parks Commissioners</p>
<p>6<sup>th</sup> District Agricultural Association California Science Center</p> <p>By: _____ Ana M. Lasso, General Manager Office of Exposition Park Management Date: _____</p>	<p>By: _____ Sylvia Patsouras, President Date: _____</p> <p>By: _____ Arnando Bencomo, Secretary Date: _____</p>
<p><b>Reviewed and Approved:</b></p> <p>Director of Department of General Services</p> <p>By: _____ Tony Psihopaidas, Manager State Owned Leasing and Development Date: _____</p>	<p><b>Approved as to form:</b></p> <p>Michael N. Feuer, City Attorney</p> <p>By: _____ Deputy City Attorney Date: _____</p>
<p><b>Recommend Approval:</b></p> <p>By: _____ Kimberley Tsumura Senior Real Estate Officer State Owned Leasing and Development Date: _____</p>	<p><b>Attest:</b></p> <p>Holly L. Wolcott, City Clerk</p> <p>By: _____ Deputy Date: _____</p>
<p><b>Consent:</b></p> <p>Natural Resources Agency</p> <p>By: _____ John Laird, Secretary Date: _____</p>	

**Exhibit 1**

[legal description of leased premises]

Ground Lease (v ECY 6-5-17)  
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Exhibit I

[legal description of leased premises]

PARCEL 1:

Those portions of Lots 101 and 102 of Southern District Agricultural Park and Adjoining Lots, as per map recorded in Book 4, page 352 of the Miscellaneous Records, in the office of the County Recorder of Los Angeles County, included within a strip of land, 60 feet wide, lying 30 feet on each side of the easterly prolongation of a line parallel with and distant 30 feet northerly, measured at right angles from the southerly line of Leighton Avenue, shown as 48th Street, 60 feet wide, on map of West Park Tract No. 2, recorded in Book 9, page 192 of Maps, in the office of said County Recorder, said southerly line being also the northerly line of Block E of said Tract.

ALSO, that portion of said Lot 101 bounded and described as follows:

Beginning at the intersection of the southerly line of said strip of land, 60 feet wide, with a line parallel with and distant 10 feet easterly, measured at right angles from the easterly line of Vermont Avenue, 70 feet wide, as shown on map of said West Park Tract No. 2; thence southerly along said last-mentioned parallel line a distance of 10 feet; thence northeasterly in a direct line to a point in said southerly line, said point being distant 10 feet easterly, measured along said southerly line, from the point of beginning; thence westerly along said southerly line to the point of beginning.

ALSO, that portion of said Lot 102 bounded and described as follows:

Beginning at the intersection of the southerly line of said strip of land, 60 feet wide, with the easterly line of said Lot 101; thence southerly along said easterly line a distance of 10 feet; thence northeasterly in a direct line to a point in said southerly line, said point being distant 10 feet westerly, measured along said southerly line, from the point of beginning; thence easterly along said southerly line to the point of beginning.

EXCEPTING therefrom any portion included within a public street.

EXCEPTING THAT PORTION OF LOT 101 IN VERMONT AVENUE, 80 FEET WIDE, AS ESTABLISHED BY DEED RECORDED ON JANUARY 27, 1909 AS INSTRUMENT NO. 178 IN BOOK 3568 PAGE 253 OF DEEDS.

PARCEL 2:

LOTS 97 AND 99 AND 100 OF 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 4 PAGE 397 OF MISCELLANEOUS RECORDS, OF LOS ANGELES COUNTY.

EXCEPTING THEREFROM ANY PORTIONS LYING WITHIN THE LINES OF ANY PUBLIC STREET OR ALLEY.

ALSO EXCEPTING THAT PORTION OF SAID LAND CONVEYED TO THE STATE OF CALIFORNIA, AS PER DEED RECORDED ON AUGUST 18, 1975 AS INSTRUMENT NO. 3184 IN BOOK D-6766 PAGE 422 OF OFFICIAL RECORDS.

**PARCEL 3:**

THAT PORTION OF THE NORTH-SOUTH ALLEY SHOWN UPON THE MAP OF 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 4 PAGE 352 OF MISCELLANEOUS RECORDS, OF LOS ANGELES COUNTY, LYING NORWTERLY OF THE EASTERLY PROLONGATION OF THE SOUTHERLY LINE OF THAT PORTION OF LOT 101 OF THE ABOVE DESCRIBED MAP, DESCRIBED IN THE GRANT DEED WHICH RECORDED ON MARCH 24, 1975 AS INSTRUMENT NO. 2390 IN BOOK D-6595 PAGE 702 OF OFFICIAL RECORDS AND LYING SOUTHERLY OF THE SOUTHERLY LINE OF THE LAND DESCRIBED IN THE DEED WHICH RECORDED ON AUGUST 18, 1975 AS INSTRUMENT NO. 3284 IN BOOK D-6766 PAGE 422 OF OFFICIAL RECORDS.

**PARCEL 4:**

THE EASTERLY 10 FEET OF THE WESTERLY 20 FEET OF LEIGHTON AVENUE, FORMERLY KNOWN AS NYO STREET, AS SHOWN UPON THE MAP OF 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 4 PAGE 352 OF MISCELLANEOUS RECORDS, OF LOS ANGELES COUNTY,

***THIS DESCRIPTION IS NOT TO BE USED FOR INSURANCE PURPOSES NOR IS IT TO BE USED FOR THE PURPOSE OF SALE, LEASE OR FINANCING THAT MAY BE A VIOLATION OF THE STATE MAP ACT OR LOCAL ORDINANCES. SAID LEGAL DESCRIPTION WILL HAVE TO BE RE-WRITTEN BASED ON ACTUAL LAND SURVEY AND MATHEMATICAL CLOSURE OR/AND APPROVED BY THE LICENSED LAND SURVEYOR.***

Ground Lease (v ECV 6-5-17)  
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7/31/2017

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## EXHIBIT E

### FORM OF GUARANTY

### COMPLETION GUARANTY

THIS COMPLETION GUARANTY (this "*Guaranty*") is executed as of \_\_\_\_\_, 2017, by GEORGE W. LUCAS, JR., individually and in his capacity as trustee of the George W. Lucas, Jr. Seventh Amended and Restated Living Trust dated May 3, 2016, as amended ("*Guarantor*"), for the benefit of SIXTH DISTRICT AGRICULTURAL ASSOCIATION, an institution of the State of California, also known as the California Science Center pursuant to §4101 of the California Food and Agricultural Code (the "*District*").

#### RECITALS:

WHEREAS, pursuant to that certain Ground Lease dated of even date herewith between the District, as landlord, and Lucas Museum of Narrative Art, as tenant ("*LMNA*"), the District will agree to lease the real property described in the Ground Lease to LMNA, and LMNA will agree to construct certain improvements, including a museum of narrative art, and to maintain and operate certain of such improvements, in each case on the terms and conditions described therein; capitalized terms not defined herein shall have the respective meanings set forth in the Ground Lease; and

WHEREAS, LMNA is a California nonprofit public benefit corporation established by Guarantor and Guarantor has pledged the wherewithal to allow LMNA to, among other things, fulfill LMNA's obligations under the Ground Lease; and

WHEREAS, the District is not willing to enter into the Ground Lease with LMNA unless Guarantor concurrently executes and delivers this Guaranty;

NOW, THEREFORE, as an inducement to the District to execute and deliver the Ground lease to LMNA, and for other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, Guarantor hereby agrees as follows:

1. **Guaranty of Obligations.** Guarantor hereby irrevocably and unconditionally guarantees to the District the complete payment and performance of LMNA's obligations under the Ground Lease to construct the Improvements in accordance with the Ground Lease or, alternatively, if the LMNA elects not to complete the construction of the Improvements, to restore the property upon which the Improvements were to be constructed to substantially their condition as of the date hereof (with no fewer parking spaces than exist as of the date hereof) (collectively, the "*Guaranteed Obligations*").

2. **Nature of Guaranty.** This Guaranty is an irrevocable, absolute, continuing guaranty of payment and performance and not a guaranty of collection. This Guaranty may not be revoked by Guarantor and if Guarantor is a natural person, shall continue to be effective after Guarantor's death (in which event this Guaranty shall be binding upon Guarantor's estate and heirs).

3. **Waivers.** Guarantor agrees and acknowledges that it has received copies of the Ground Lease, and hereby waives notice of (a) any amendment of the Ground Lease, (b) the execution and delivery by LMNA and the District of any other agreements in connection with the Ground Lease or the Premises, (c) the occurrence of any Default, and (d) any other action at any time taken or omitted by the District, and, generally, all demands and notices of every kind in connection with this Guaranty, the Ground Lease, any

documents or agreements evidencing, securing or relating to any of the Guaranteed Obligations, except such notices and demands expressly required in the Ground Lease. In addition Guarantor hereby expressly waives: (i) any right to revoke this Guaranty; (ii) any right to require the District to do any of the following before Guarantor is obligated to pay or perform the Guaranteed Obligations or before the District may proceed against Guarantor: (A) sue or exhaust remedies against LMNA or any other person liable for the Guaranteed Obligations or any portion thereof; (B) sue on an accrued right of action in respect of any of the Guaranteed Obligations or bring any other action, exercise any other right, or exhaust any other remedy; (C) enforce rights against LMNA's assets; (D) join LMNA or any others liable on the Guaranteed Obligations in any action seeking to enforce this Guaranty; or (E) mitigate damages or take any other action to reduce, collect or enforce the Guaranteed Obligations; (iii) any right relating to the timing, manner or conduct of the District's enforcement of rights against LMNA's assets; (iv) promptness, diligence, notice of any default, notice of nonpayment or nonperformance, notice of acceleration or intent to accelerate, demand for payment or performance, acceptance or notice of acceptance of this Guaranty, presentment, notice of protest, notice of dishonor, notice of the incurring by LMNA of additional indebtedness, notice of any suit or other action by the District against LMNA or any other person, any notice to any person liable for the obligation which is the subject of the suit or action, and all other notices and demands with respect to the Guaranteed Obligations and this Guaranty; and (v) any and all rights it may now or hereafter have under any agreement, at law or in equity (including, without limitation, any law subrogating the Guarantor to the rights of the District), to assert any claim against or seek contribution, indemnification or any other form of reimbursement from LMNA or any other party liable for payment of any or all of the Guaranteed Obligations for any payment made by Guarantor under or in connection with this Guaranty or otherwise prior to satisfaction in full of Guarantor's obligations hereunder. Without limiting the generality of the foregoing or any other provision hereof, Guarantor hereby expressly consents, waives, acknowledges and agrees as set forth in Exhibit A (California Waivers of Defenses) attached hereto and made a part hereof.

4. **Payment of Expenses.** In the event that Guarantor should fail to timely perform any provisions of this Guaranty, Guarantor shall, within thirty (30) days of written demand by the District, pay the District all out-of-pocket costs and expenses (including court costs and reasonable attorneys' fees) actually incurred by the District in the enforcement hereof or the preservation of the District's rights hereunder, together with interest thereon at the Default Rate from the date of demand by the District until the date of payment to the District. Any amounts payable to the District hereunder shall be due and payable on written demand and, if not paid within thirty (30) days of such demand therefor, shall bear interest at the Default Rate from the date payment was due. This Section 4 shall survive the payment and performance of the Guaranteed Obligations.

5. **Effect of Bankruptcy.** In the event that, pursuant to any insolvency, bankruptcy, reorganization, receivership or other debtor relief law, or any judgment, order or decision thereunder, the District must rescind or restore any payment, or any part thereof, received by the District in satisfaction of the Guaranteed Obligations, as set forth herein, any prior release or discharge from the terms of this Guaranty given to Guarantor by the District shall be without effect, Guarantor's obligations hereunder with respect to such payment shall be reinstated as though such payment has been due but not made at such time, and this Guaranty shall remain in full force and effect. It is the intention of Guarantor that Guarantor's obligations hereunder shall not be discharged except by Guarantor's performance of such obligations and then only to the extent of such performance.

6. **No Discharge.** Guarantor agrees that its obligations under this Guaranty shall not be released, diminished, or adversely affected by any of the following, and waives any common law, equitable, statutory or other rights (including without limitation rights to notice) which Guarantor might otherwise have as a result of or in connection with any of the following: (a) any modification, extension, or increase of all or any part of the Guaranteed Obligations or the Ground Lease; (b) any adjustment, indulgence,

forbearance or compromise that might be granted or given by the District to LMNA or Guarantor; (c) the insolvency, bankruptcy, arrangement, adjustment, composition, liquidation, disability, dissolution or lack of power of LMNA, Guarantor or any other party at any time liable for the payment of all or part of the Guaranteed Obligations, or any dissolution of LMNA or Guarantor, or any payment by LMNA to the District being held to constitute a preference under bankruptcy laws or for any reason the District is required to refund such payment or pay such amount to LMNA or someone else pursuant to any applicable Federal or State bankruptcy or insolvency law relating to the bankruptcy or insolvency of LMNA or Guarantor; (d) any sale, lease or transfer of any or all of the assets of LMNA or Guarantor, or any changes in the shareholders, partners or members of LMNA or Guarantor; or any reorganization of LMNA or Guarantor, or the reorganization, merger or consolidation of LMNA into or with any other corporation or entity; (e) the invalidity, illegality or unenforceability of all or any part of the Guaranteed Obligations, or any document or agreement executed in connection with or evidencing the Guaranteed Obligations, for any reason whatsoever, including without limitation the fact that (i) the Guaranteed Obligations, or any part thereof, exceeds the amount permitted by law, (ii) the act of creating the Guaranteed Obligations or any part thereof is ultra vires, (iii) the officers or representatives executing the Ground Lease or otherwise creating the Guaranteed Obligations acted in excess of their authority, (iv) the Guaranteed Obligations violate applicable usury laws, (v) LMNA (or any other Person) has valid defenses (except the defense of payment or performance of the applicable Guaranteed Obligation), claims or offsets (whether at law, in equity or by agreement) which render the Guaranteed Obligations wholly or partially reduced or uncollectible from LMNA (whether such right of offset, claim or defense arises in connection with the Guaranteed Obligations, the transactions creating the Guaranteed Obligations or otherwise), or (vi) the creation, performance or repayment of the Guaranteed Obligations (or the execution, delivery and performance of any document or instrument representing part of the Guaranteed Obligations or executed in connection with the Guaranteed Obligations, or given to secure the repayment of the Guaranteed Obligations) is illegal, uncollectible or unenforceable, it being agreed that Guarantor shall remain liable hereon regardless of whether LMNA or any other Person be found not liable on the Guaranteed Obligations or any part thereof for any reason; (f) any full or partial release of the liability of LMNA for any part of the Guaranteed Obligations, or of any co-guarantors, or any other person or entity now or hereafter liable, whether directly or indirectly, jointly, severally, or jointly and severally, to pay, perform, guarantee or assure the payment of the Guaranteed Obligations, or any part thereof, it being recognized, acknowledged and agreed by Guarantor that Guarantor may be required to pay the Guaranteed Obligations in full without assistance or support of any other party, and Guarantor has not been induced to enter into this Guaranty on the basis of a contemplation, belief, understanding or agreement that other Persons will be liable to pay or perform the Guaranteed Obligations, or that the District will look to other Persons to pay or perform the Guaranteed Obligations; (g) the taking or accepting of any other security, collateral or guaranty, or other assurance of payment, for all or any part of the Guaranteed Obligations; (h) any release, surrender, exchange, subordination, deterioration, waste, loss or impairment (including without limitation negligent, willful, unreasonable or unjustifiable impairment) of any collateral, property or security at any time existing in connection with, or assuring or securing payment of, all or any part of the Guaranteed Obligations; (i) the failure of the District or any other party to exercise diligence or reasonable care in the preservation, protection, enforcement, sale or other handling or treatment of all or any part of such collateral, property or security, including but not limited to any neglect, delay, omission, failure; or (j) any other action taken or omitted to be taken with respect to the Ground Lease, the Guaranteed Obligations, or the security and collateral therefor, whether or not such action or omission prejudices Guarantor or increases the likelihood that Guarantor will be required to pay the Guaranteed Obligations pursuant to the terms hereof, it is the unambiguous and unequivocal intention of Guarantor that Guarantor shall be obligated to pay the Guaranteed Obligations when due, notwithstanding any occurrence, circumstance, event, action, or omission whatsoever, whether contemplated or un contemplated, and whether or not otherwise or particularly described herein, which obligation shall be deemed satisfied only upon the full performance of the Guaranteed Obligations.

7. **Representations and Warranties.** To induce the District to enter into the Ground Lease, Guarantor represents and warrants to the District as follows: (a) Guarantor has received, or will receive, direct or indirect benefit that is incidental and tenuous from the entering into of the Ground Lease between the District and LMNA; (b) Guarantor is familiar with the financial condition of the LMNA (however, Guarantor is not relying on such financial condition as an inducement to enter into this Guaranty); (c) neither the District nor any other party has made any representation, warranty or statement to Guarantor in order to induce the Guarantor to execute this Guaranty; (d) as of the date hereof, giving effect to this Guaranty and the contingent obligation evidenced hereby, Guarantor is solvent, and has assets which, fairly valued, exceed its obligations, liabilities (including contingent liabilities) and debts, and has property and assets sufficient to satisfy and repay its obligations and liabilities; and (e) this Guaranty is a legal and binding obligation of Guarantor and is enforceable in accordance with its terms, except as limited by general principles of equity and bankruptcy, insolvency or other laws of general application relating to the enforcement of creditors' rights. All representations and warranties made by Guarantor herein shall survive the execution hereof.

8. **GOVERNING LAW; VENUE.** THIS GUARANTY SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAW, EXCEPT TO THE EXTENT THAT THE APPLICABILITY OF ANY OF SUCH LAWS MAY NOW OR HEREAFTER BE PREEMPTED BY FEDERAL LAW, IN WHICH CASE SUCH FEDERAL LAW SHALL SO GOVERN AND BE CONTROLLING. ANY LEGAL SUIT, ACTION OR PROCEEDING AGAINST THE DISTRICT OR GUARANTOR ARISING OUT OF OR RELATING TO THIS GUARANTY MAY AT THE DISTRICT'S OPTION BE INSTITUTED IN ANY FEDERAL OR STATE COURT IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, AND GUARANTOR HEREBY IRREVOCABLY SUBMITS TO THE JURISDICTION OF ANY SUCH COURT IN ANY SUIT, ACTION OR PROCEEDING.

9. **Miscellaneous.** All notices, consents, approvals and requests required or permitted hereunder shall be given (and shall be deemed effective) in the manner described in the Ground Lease, and Guarantor's address for such purposes shall be the address of Guarantor set forth on the signature page hereof. No failure to exercise, and no delay in exercising, on the part of the District, any right hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right. This Guaranty shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns; provided, however, Guarantor may not assign any of its rights, powers, duties or obligations hereunder. This Guaranty embodies the entire agreement of Guarantor and the District with respect to Guarantor's guaranty of the Guaranteed Obligations and supersedes any and all prior commitments, agreements, representations, and understandings, whether written or oral, relating to the subject matter hereof. There are no oral agreements between Guarantor and the District. If any provision of this Guaranty is held to be illegal, invalid, or unenforceable under present or future laws, such provision shall be fully severable and all other provisions of this Guaranty shall remain in full force and effect. This Guaranty may be amended only by an instrument in writing executed by the party or an authorized representative of the party against whom such amendment is sought to be enforced. This Guaranty may be executed in counterparts.

*[Rest of page intentionally left blank]*

EXECUTED as of the day and year first above written.

**GUARANTOR:**

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George W. Lucas, Jr. , individually and in his capacity as trustee  
of the George W. Lucas, Jr. Seventh Amended and Restated  
Living Trust dated May 3, 2016, as amended

Address for purposes of notice:

PO Box 29137  
San Francisco, CA 94129  
Attention: Michael Rider  
Email: mike.rider@skywalkerranch.com

With a copy to:

Latham & Watkins LLP  
355 South Grand Avenue, Suite 100  
Los Angeles, California 90071-1560  
Attention: Kim N. A. Boras  
Email: kim.boras@lw.com

## EXHIBIT A

### CALIFORNIA WAIVERS OF DEFENSES

Guarantor hereby expressly consents, waives, acknowledges and agrees as follows:

- (1) Guarantor hereby expressly waives any and all benefits which might otherwise be available to Guarantor under California Civil Code Sections 2809, 2810, 2819, 2939, 2845, 2848, 2849, 2850, 2855, 2899 and 3433;
- (2) Guarantor hereby waives any and all benefits, rights and defenses it may have to subrogation, reimbursement, indemnification, and contribution and any other rights and defenses that are or may become available to Guarantor by reason of California Civil Code Sections 2787 to 2855, inclusive;
- (3) Guarantor waives all rights and defenses arising out of an election of remedies by the District, even though that election of remedies by the District, has destroyed the Guarantor's rights of subrogation and reimbursement against Borrowers by the operation of Section 580d of the California Code of Civil Procedure or otherwise; and
- (4) Guarantor agrees that upon an Event of Default, the District may elect to foreclose either nonjudicially or judicially against any real or personal property security it holds for the Guaranteed Obligations, or any part thereof, or accept an assignment of any such security in lieu of foreclosure, or compromise or adjust any part of such obligations, or make any other accommodation with LMNA, or exercise any other remedy against LMNA or any security. No such action by the District will release or limit the liability of Guarantor to the District, who shall remain liable under this Guaranty after the action, even if the effect of that action is to deprive Guarantor of the right to collect reimbursement from LMNA or any other Person for any sums paid to the District or Guarantor's rights of subrogation, contribution, or indemnity against LMNA or any other Person. Without limiting the foregoing, it is understood and agreed that on any foreclosure or assignment in lieu of foreclosure of any security held by the District, such security will no longer exist and that any right that Guarantor might otherwise have, on full performance of the Guaranteed Obligations by LMNA to the District, to participate in any such security or to be subrogated to any rights of the District with respect to any such security will be nonexistent; nor shall Guarantor be deemed to have any right, title, interest or claim under any circumstances in or to any real or personal property held by the District or any third party following any foreclosure or assignment in lieu of foreclosure of any such security.

## **SCHEDULE 2.2**

### **PERMITTED EXCEPTIONS**

(A) With respect to the property commonly known as 3798 and 3800 S. Vermont Avenue, Los Angeles, California, and legally described as follows:

Real property in the City of Los Angeles, County of Los Angeles, State of California, described as follows:

PARCEL 1: Intentionally Deleted

PARCEL 2: (5037-028-914)

LOT 33 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, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THEREFROM THAT PORTION OF SAID LAND CONVEYED TO THE CITY OF LOS ANGELES FOR THE WIDENING OF VERMONT AVENUE.

PARCEL 3: (5037-028-912)

LOT 37 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, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THEREFROM THAT PORTION OF SAID LAND CONVEYED TO THE CITY OF LOS ANGELES FOR THE WIDENING OF VERMONT AVENUE.

PARCEL 4: (5037-028-903)

LOTS 38, 42, 46, 50, 54, 58, 62 AND 66 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, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 5: (5037-028-904)

LOTS 41, 45, 49, 53, 57, 61 AND 65 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, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THEREFROM THAT PORTION OF SAID LAND CONVEYED TO THE CITY OF LOS ANGELES FOR THE WIDENING OF VERMONT AVENUE.

APN: 5037-028-903; 5037-028-904; 5037-028-912 and 5037-028-914

the following exceptions:

1. The lien of supplemental taxes, if any, assessed pursuant to Chapter 3.5 commencing with Section 75 of the California Revenue and Taxation Code as a result of the entering into of this Agreement.

2. Water rights, claims or title to water, whether or not shown by the public records.
3. Covenants, conditions, restrictions and easements in the document recorded May 18, 1885 in [Book 139 of Deeds, Page 218](#), which provide that a violation thereof shall not defeat or render invalid the lien of any first mortgage or deed of trust made in good faith and for value, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, national origin, sexual orientation, marital status, ancestry, source of income or disability, to the extent such covenants, conditions or restrictions violate Title 42, Section 3604(c), of the United States Codes or Section 12955 of the California Government Code. Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status.
4. Covenants, conditions, restrictions and easements in the document recorded June 4, 1888 in [Book 450 of Deeds, Page 144](#), which provide that a violation thereof shall not defeat or render invalid the lien of any first mortgage or deed of trust made in good faith and for value, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, national origin, sexual orientation, marital status, ancestry, source of income or disability, to the extent such covenants, conditions or restrictions violate Title 42, Section 3604(c), of the United States Codes or Section 12955 of the California Government Code. Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status.
5. An oil and gas lease executed by Louis A. Audet and Lorraine R. Audet, et al as lessor and Standard Oil Company as lessee, recorded April 20, 1961 as Instrument No. 4506, in [Book M-752 Page 161](#) of Official Records.  
  
Defects, liens, encumbrances or other matters affecting the leasehold estate, whether or not shown by the public records are not shown herein.
6. An oil and gas lease executed by Morris Coppersmith, et al as lessor and Standard Oil Company as lessee, recorded as in [Book M-763 Page 403](#) of Official Records.  
  
Defects, liens, encumbrances or other matters affecting the leasehold estate, whether or not shown by the public records are not shown herein.
7. The fact that the land lies within the boundaries of the Hoover Redevelopment Project Redevelopment Project Area, as disclosed by the document recorded May 13, 1983 as [83-542448](#) of Official Records.  
  
And recorded May 12, 1989, as Instrument No. [89-769675](#), of Official Records.
8. The terms and provisions contained in the document entitled "Notice of Assessment" recorded February 20, 2004 as [04-398522](#) of Official Records. Figueroa Corridor Business Improvement District.
9. The terms and provisions contained in the document entitled Non-Disturbance Agreement by and among Sixth District Agricultural Association, Los Angeles Memorial Coliseum Commission and LAFC Sports, LLC dated of December 1, 2015 and recorded August 9, 2016 in the Official Records as 20160935905.

(B) With respect to the property commonly known as 3990 S. Vermont Avenue, Los Angeles, California, and legally described as follows:

Real property in the City of Los Angeles, County of Los Angeles, State of California, described as

follows:

PARCEL 1: INTENTIONALLY DELETED  
PARCEL 2: INTENTIONALLY DELETED  
PARCEL 3: INTENTIONALLY DELETED

PARCEL 4:

LOTS 103, 105, 107, 109, 111, 113, 115, 117, 119, 121 AND 123 OF SOUTHERN DISTRICT AGRICULTURAL PARK AND ADJOINING LOTS, AS PER MAP RECORDED IN [BOOK 4, PAGE 352](#) OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THAT PORTION THEREOF CONVEYED TO THE CITY OF LOS ANGELES FOR WIDENING VERMONT AVENUE.

APN: PORTION 5037-027-927

PARCEL 5:

LOT 101 OF SOUTHERN DISTRICT AGRICULTURAL PARK AND ADJOINING LOTS, AS PER MAP RECORDED IN [BOOK 4, PAGE 352](#) OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THEREFROM THOSE PORTIONS GRANTED TO THE CITY OF LOS ANGELES AS DESCRIBED IN DEED RECORDED FEBRUARY 28, 1975 AS INSTRUMENT NO. [3499](#).

ALSO EXCEPT THAT PORTION THEREOF CONVEYED TO THE CITY OF LOS ANGELES FOR WIDENING VERMONT AVENUE.

APN: PORTION 5037-027-927

PARCEL 6:

THOSE PORTIONS OF LOTS 99 AND 101 OF SOUTHERN DISTRICT AGRICULTURAL PARK AND ADJOINING LOTS, AS PER MAP RECORDED IN [BOOK 4, PAGE 352](#) OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, INCLUDED WITHIN A STRIP OF LAND, 60 FEET WIDE, LYING 30 FEET ON EACH SIDE OF THE EASTERLY PROLONGATION OF A LINE PARALLEL WITH AND DISTANT 30 FEET NORTHERLY, MEASURED AT RIGHT ANGLES FROM THE SOUTHERLY LINE OF LEIGHTON AVENUE, SHOWN AS 48<sup>TH</sup> STREET, 60 FEET WIDE, ON MAP OF WEST PARK TRACT 2, RECORDED IN [BOOK 9, PAGE 192](#) OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, SAID SOUTHERLY LINE BEING ALSO THE NORTHERLY LINE OF BLOCK "E" OF SAID TRACT.

ALSO, THAT PORTION OF SAID LOT 101 BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTHERLY LINE OF SAID STRIP OF LAND, 60 FEET WIDE, WITH A LINE PARALLEL WITH AND DISTANT 10 FEET EASTERLY, MEASURED AT RIGHT ANGLES FROM THE EASTERLY LINE OF VERMONT AVENUE, 70 FEET WIDE, AS SHOWN ON MAP OF SAID WEST PARK TRACT 2; THENCE SOUTHERLY ALONG SAID LAST MENTIONED PARALLEL LINE A DISTANCE OF 10 FEET; THENCE NORTHEASTERLY IN A DIRECT LINE TO A POINT IN SAID SOUTHERLY LINE, SAID POINT BEING DISTANT 10 FEET EASTERLY, MEASURED ALONG SAID SOUTHERLY LINE, FROM THE POINT OF BEGINNING; THENCE WESTERLY ALONG SAID SOUTHERLY LINE TO THE POINT OF BEGINNING.

EXCEPT THAT PORTION THEREOF CONVEYED TO THE CITY OF LOS ANGELES FOR WIDENING VERMONT AVENUE.

APN: PORTION 5037-027-924

PARCEL 7:

THOSE PORTIONS OF LOTS 100 AND 102 OF SOUTHERN DISTRICT AGRICULTURAL PARK AND ADJOINING LOTS, AS PER MAP RECORDED IN [BOOK 4, PAGE 352](#) OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, INCLUDED WITHIN A STRIP OF LAND, 60 FEET WIDE, LYING 30 FEET ON EACH SIDE OF THE EASTERLY PROLONGATION OF A LINE PARALLEL WITH AND DISTANT 30 FEET NORTHERLY, MEASURED AT RIGHT ANGLES FROM THE SOUTHERLY LINE OF LEIGHTON AVENUE, SHOWN AS 48<sup>TH</sup> STREET, 60 FEET WIDE, ON MAP OF WEST PARK TRACT 2, RECORDED IN [BOOK 9, PAGE 192](#) OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, SAID SOUTHERLY LINE BEING ALSO THE NORTHERLY LINE OF BLOCK "E" OF SAID TRACT.

ALSO THAT PORTION OF SAID LOT 102 BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTHERLY LINE OF SAID STRIP OF LAND, 60 FEET WIDE, WITH THE EASTERLY LINE OF SAID LOT 102; THENCE SOUTHERLY ALONG SAID EASTERLY LINE A DISTANCE OF 10 FEET; THENCE NORTHWESTERLY IN A DIRECT LINE TO A POINT IN SAID SOUTHERLY LINE, SAID POINT BEING DISTANT 10 FEET WESTERLY, MEASURED ALONG SAID SOUTHERLY LINE, FROM THE POINT OF BEGINNING; THENCE EASTERLY ALONG SAID SOUTHERLY LINE TO THE POINT OF BEGINNING.

APN: 5037-027-925

PARCEL 8:

LOTS 102 AND 104 OF SOUTHERN DISTRICT AGRICULTURAL PARK AND ADJOINING LOTS, AS PER MAP RECORDED IN [BOOK 4, PAGE 352](#) OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THEREFROM THOSE PORTIONS OF LOT 102 DESCRIBED AS FOLLOWS:

THOSE PORTIONS OF LOTS 100 AND 102 OF SOUTHERN DISTRICT AGRICULTURAL PARK AND ADJOINING LOTS, AS PER MAP RECORDED IN [BOOK 4, PAGE 352](#) OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, INCLUDED WITHIN A STRIP OF LAND, 60 FEET WIDE, LYING 30 FEET ON EACH SIDE OF THE EASTERLY PROLONGATION OF A LINE PARALLEL WITH AND DISTANT 30 FEET NORTHERLY, MEASURED AT RIGHT ANGLES FROM THE SOUTHERLY LINE OF LEIGHTON AVENUE, SHOWN AS 48<sup>TH</sup> STREET, 60 FEET WIDE, ON MAP OF WEST PARK TRACT 2, RECORDED IN [BOOK 9, PAGE 192](#) OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, SAID SOUTHERLY LINE BEING ALSO THE NORTHERLY LINE OF BLOCK "E" OF SAID TRACT.

ALSO, THAT PORTION OF SAID LOT 102 BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTHERLY LINE OF SAID STRIP OF LAND, 60 FEET WIDE, WITH THE EASTERLY LINE OF SAID LOT 102; THENCE SOUTHERLY ALONG SAID EASTERLY LINE A DISTANCE OF 10 FEET; THENCE NORTHWESTERLY IN A DIRECT LINE TO A POINT IN SAID SOUTHERLY LINE, SAID POINT BEING DISTANT 10 FEET WESTERLY, MEASURED ALONG SAID SOUTHERLY LINE, FROM THE POINT OF BEGINNING; THENCE EASTERLY ALONG SAID SOUTHERLY LINE TO THE POINT OF BEGINNING.

APN: 5037-27-926

PARCEL 9:

LOTS 106, 108, 110, 112, 114 AND 116 OF SOUTHERN DISTRICT AGRICULTURAL PARK AND ADJOINING LOTS, AS PER MAP RECORDED IN [BOOK 4, PAGE 352](#) OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

APN: 5037-027-905

PARCEL 10:

LOT 118 OF SOUTHERN DISTRICT AGRICULTURAL PARK AND ADJOINING LOTS, AS PER MAP RECORDED IN BOOK 4, PAGE 352 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

APN: 5037-027-932

PARCEL 11:

LOTS 120 AND 122 OF SOUTHERN DISTRICT AGRICULTURAL PARK AND ADJOINING LOTS, AS PER MAP RECORDED IN BOOK 4, PAGE 352 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

APN: 5037-027-928

PARCEL 12: INTENTIONALLY DELETED

PARCEL 13: INTENTIONALLY DELETED

5037-027-905; 5037-027-924 thru 929, inclusive and 5037-027-932

the following exceptions:

1. The lien of supplemental taxes, if any, assessed pursuant to Chapter 3.5 commencing with Section 75 of the California Revenue and Taxation Code as a result of the entering into of this Agreement.
2. Water rights, claims or title to water, whether or not shown by the public records.
3. Covenants, conditions, restrictions and easements in the document recorded May 18, 1885 in [Book 139, Page 218](#) and recorded June 04, 1888 in [Book 450, Page 144](#), both of Deeds, which provide that a violation thereof shall not defeat or render invalid the lien of any first mortgage or deed of trust made in good faith and for value, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, national origin, sexual orientation, marital status, ancestry, source of income or disability, to the extent such covenants, conditions or restrictions violate Title 42, Section 3604(c), of the United States Codes or applicable state law. Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status.
4. An easement for street purposes and incidental purposes in the document recorded in [Book 3568, Page 253](#); in [Book 3811, Page 274](#); in [Book 3817, Page 177](#) and in [Book 3821, Page 224](#), all of Deeds.
5. An easement for right of way for construction, maintenance and operation of an outfall sewer and incidental purposes in the document recorded in [Book 831, Page 281](#) and in [Book 778, Page 6](#), both of Official Records.  
  
Said easement on Lots 116 and 120 of Southern District Agricultural Park and adjoining lots, as per map recorded in [Book 4, Page 352](#), Miscellaneous Records of Los Angeles County was Quitclaim to Title Insurance and Trust Company, a Corporation, Trustee under Trust No. 3986, Series 28 and to Roza Mambar as in documents recorded January 12, 1934 as Instrument No. 1084 Official Records and February 27, 1946 as Instrument No. 1991 Official Records respectively.
6. An easement for wire purposes and incidental purposes in the document recorded in [Book 1668, Page 151](#) of Official Records.
7. An easement for street purposes and incidental purposes in the document recorded in [Book 1708, Page 372](#) of Official Records.

8. A subsurface oil and gas lease, executed by City of Los Angeles, as owners of said land and by other persons as owners of other lands in the community area as lessor and Pauley Petroleum, Inc. as lessee, recorded August 29, 1963 as Instrument No. 6239 in Book M1337, Page 327 of Official Records, affecting the land lying below a depth of 500 feet from the surface thereof, without the right of surface entry.
9. A subsurface oil and gas lease, executed by California Museum of Science and Industry, a State Institution, as owner of said land and by other persons as owners of other lands in the community area as lessor and Pauley Petroleum Inc. as lessee, recorded September 20, 1963 as Instrument No. 4782 in Book M1349, Page 889 of Official Records, affecting the land lying below a depth of 500 feet from the surface thereof, without the right of surface entry.
10. A subsurface oil and gas lease, executed by Ben Z. Redner, Mary A. Redner, his wife, Arthur B. Bodenstein and Catherine Bodenstein, his wife as lessor and Standard Oil Company of California, a corporation as lessee, recorded October 22, 1964 as Instrument No. 3070 of Official Records, affecting the land lying below a depth of 500 feet from the surface thereof, without the right of surface entry.
11. The fact that the land lies within the boundaries of the Hoover Redevelopment Project Area, as disclosed by the document recorded May 13, 1983 as Instrument No. 83-542448 and re-recorded May 12, 1989 as Instrument No. 89-769675, both of Official Records.
12. A subsurface oil and gas lease, executed by Portal Properties as lessor and Dancoor Inc. Agent for a Limited Partnership to be formed as lessee, recorded May 17, 1983 as Instrument No. 83-553251 of Official Records, affecting the land lying below a depth of 500 feet from the surface thereof, without the right of surface entry.
13. The terms and provisions contained in the document entitled "Covenants and Agreements Transportation Demand Management and Trip Reduction Measures Ordinance No. 168,700" recorded March 22, 2001 as Instrument No. 01-0461818 of Official Records.
14. A document entitled "Notice of Assessment" recorded February 20, 2004 as Instrument No. 04-0398522 of Official Records.
15. The terms and provisions contained in the document entitled Non-Disturbance Agreement by and among Sixth District Agricultural Association, Los Angeles Memorial Coliseum Commission and LAFC Sports, LLC dated of December 1, 2015 and recorded August 9, 2016 in the Official Records as 20160935905.

(C) With respect to the property legally described as follows:

Real property in the City of Los Angeles, County of Los Angeles, State of California, described as follows:

LOTS 30 AND 34, OF SOUTHERN DISTRICT AGRICULTURAL PARK AND ADJOINING LOTS, IN THE CITY OF LOS ANGELES, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 4, PAGE 352 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

APNS: 5037-028-915 AND 916

the following exceptions:

1. The lien of supplemental taxes, if any, assessed pursuant to Chapter 3.5 commencing with Section 75 of the California Revenue and Taxation Code as a result of the entering into of this Agreement.
2. Water rights, claims or title to water, whether or not shown by the public records.

3. The fact that said land is included within a project area of the Redevelopment Agency shown below, and that proceedings for the redevelopment of said project have been instituted under the Redevelopment Law (such redevelopment to proceed only after the adoption of the Redevelopment Plan) as disclosed by a document.

Redevelopment Agency: Community Redevelopment Agency of the City of Los Angeles  
Recorded: May 13, 1983, Instrument No. [83-542448](#), of Official Records

Document(s) declaring modifications thereof recorded May 12, 1989 as Instrument No. [89-769675](#) of Official Records.

The terms and provisions contained in the document entitled "Revised Statement" recorded November 30, 2007 as Instrument No. [20072636429](#) of Official Records.

4. The terms and provisions contained in the document entitled "Operation and Easement Agreement" recorded August 09, 2016 as Instrument No. [20160935907](#) of Official Records. By and between Sixth District Agricultural Association and LAFC Sports, LLC.

(Affects Lot 30 and other land)

5. The terms and provisions contained in the document entitled Non-Disturbance Agreement by and among Sixth District Agricultural Association, Los Angeles Memorial Coliseum Commission and LAFC Sports, LLC dated of December 1, 2015 and recorded August 9, 2016 in the Official Records as 20160935905.

(D) With respect to the property legally described as follows:

Real property in the City of Los Angeles, County of Los Angeles, State of California, described as follows:

LOTS 73 THRU 100, INCLUSIVE 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, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, TOGETHER WITH THAT PORTION OF LEIGHTON AVENUE 50 FEET WIDE SHOWN AS INYO STREET AS SHOWN ON SAID MAP, VACATED AS ORDINANCE NO. 144,242, RECORDED FEBRUARY 23, 1973, AS INSTRUMENT NO. 3843, OF OFFICIAL RECORDS, LYING EASTERLY OF THE NORTHERLY PROLONGATION OF THE EASTERLY LINE OF THE WESTERLY 20 FEET OF LOT 99 OF SAID TRACT AND LYING WESTERLY OF THE NORTHERLY PROLONGATION OF THE WESTERLY LINE OF LOT 100 OF SAID TRACT, ALSO THAT PORTION OF THAT CERTAIN ALLEY 20 FEET WIDE AS SHOWN ON SAID TRACT MAP, VACATED AS ORDINANCE NO. 144,242, RECORDED FEBRUARY 23, 1973, AS INSTRUMENT NO. 3843, OF OFFICIAL RECORDS BEING CONTIGUOUS TO SAID LOTS ABOVE MENTIONED LYING SOUTHERLY OF THE EASTERLY PROLONGATION OF THE NORTHERLY LINE OF LOT 73 OF SAID TRACT AND LYING NORTHERLY OF THE EASTERLY PROLONGATION OF SOUTHERLY LINE OF THE NORTH 25 FEET OF SAID LOT 99 OF SAID TRACT.

EXCEPT THEREFROM THE SOUTHERLY 25 FEET OF LOTS 99 AND 100 OF SAID TRACT.

ALSO EXCEPT THEREFROM THAT PORTION OF SAID LAND CONVEYED TO THE CITY OF LOS ANGELES FOR THE WIDENING OF VERMONT AVENUE.

APN: 5037-027-923

the following exceptions:

1. The lien of supplemental taxes, if any, assessed pursuant to Chapter 3.5 commencing with Section 75 of the California Revenue and Taxation Code as a result of the entering into of this Agreement.
2. Water rights, claims or title to water, whether or not shown by the public records.
3. The terms and provisions contained in the document entitled "Notice of Assessment" recorded February 20, 2004 as Instrument No. 04-398522 of Official Records. Figueroa Corridor Business Improvement District
4. The terms and provisions contained in the document entitled Non-Disturbance Agreement by and among Sixth District Agricultural Association, Los Angeles Memorial Coliseum Commission and LAFC Sports, LLC dated of December 1, 2015 and recorded August 9, 2016 in the Official Records as 20160935905.

**SCHEDULE 5.1**

**OVERSIGHT SCHEDULE**

	Division of State Architect (DSA)	Department of General Services (Construction inspection and Management Branch) (DGS)	Office of the State Fire Marshal (OSFM)	City of Los Angeles
<b>PLAYFIELD</b>				
Plan Review and sign off on final plans	Solely for compliance with accessibility requirements	N/A	Review for Compliance with CCR Titles 19 and 24	Building Services – no review
Timing for Plan Review <sup>1</sup>	By advance appointment	N/A	Expedited Review, coordinated by Chief Steve Guarino and Deputy Spencer Meyer	N/A
Issuance of Construction Permit(s)/Plan Approval	Approval letter	N/A	Stamped approved plans and issuance of job card	N/A
Inspections during construction	None	For all Title 24 items including accessibility. An Inspector of Record (IR) will be assigned to this phase of the Project and will be the point person to coordinate inspections between DGS and OSFM. The IR will be on-site most or all of the time.	Title 24 related aspects of construction. Deputy Flent McClain has been assigned to handle inspections and sign-off and will be on-site.	None

<sup>1</sup> Plans to be submitted concurrently for review to DSA and OSFM; plans may be “pre-submitted” for advisory review and input.

	Division of State Architect (DSA)	Department of General Services (Construction inspection and Management Branch) (DGS)	Office of the State Fire Marshal (OSFM)	City of Los Angeles
Fees	Per Access Compliance Fee Schedule*	3.5% **	1% of project cost ***	None
Certificate of Occupancy	N/A	Certification of Completion per approved plans and specifications. To be issued upon delivery of as-built plans and other "final deliverables"; the specific final deliverables will be established in conjunction with plan approval. Issuance of the Certificate of Completion will constitute acceptance of the facility by the State	Issues Certificate of Occupancy	N/A
<b>SOUTH GARAGE (to be State owned upon completion)</b>				
Plan Review and sign off on final Plans	Solely for compliance with accessibility requirements	N/A	Review for Compliance with Title 24; includes structural plan peer review	none
Timing for Plan Review <sup>2</sup>	By advance appointment	N/A	Expedited Review,	N/A

<sup>2</sup> Plans to be submitted concurrently for review to DSA and OSFM; plans may be "pre-submitted" for advisory review and input.

	Division of State Architect (DSA)	Department of General Services (Construction inspection and Management Branch) (DGS)	Office of the State Fire Marshal (OSFM)	City of Los Angeles
			coordinated by Chief Steve Guarino and Deputy Spencer Meyer	
Issuance of Construction Permit(s)/Plan Approval	Approval letter	N/A	Stamped approved plans and issuance of job card	N/A
Inspections during construction	None	For all Title 24 items including accessibility. An IR will be assigned to this phase of the Project and will be the point person to coordinate inspections between DGS and OSFM. The IR will be on-site most or all of the time.	Title 24 related aspects of construction. Deputy Flent McClain has been assigned to handle inspections and sign-off and will be on-site.	None
Fees	Per Access Compliance Fee Schedule*	3.5%	1% of project cost ***	None
Certificate of Occupancy	N/A	Certification of Completion per approved plans and specifications To be issued upon delivery of as-built plans and other "final deliverables"; the specific final deliverables will be established in	Issues Certificate of Occupancy	N/A

	Division of State Architect (DSA)	Department of General Services (Construction inspection and Management Branch) (DGS)	Office of the State Fire Marshal (OSFM)	City of Los Angeles
		conjunction with plan approval. Issuance of the Certificate of Completion will constitute acceptance of the facility by the State		
Museum (including underground garage)				
Plan Review and sign off on final plans	Solely for compliance with accessibility requirements	None	None	City standard review process
Timing for Plan Review	By advance appointment	N/A	N/A	To be determined by City
Inspections during construction	N/A	N/A	N/A	City
Fees	Per Access Compliance Fee Schedule*	N/A	N/A	Pursuant to City fee schedule
Certificate of Occupancy	N/A	N/A	N/A	City

\* [http://www.documents.dgs.ca.gov/dsa/bulletins/BU\\_13-05.pdf](http://www.documents.dgs.ca.gov/dsa/bulletins/BU_13-05.pdf) and <http://www.dgs.ca.gov/dsa/Programs/progProject/projsubmitplanning/dsafees.aspx>

The following information is from the Division of the State Architect (DSA) bulletin BU 13-05: Access Compliance Fee Schedule Change (PDF - 78 KB), which modifies the Access Compliance filing fees indicated in the California Administrative Code – California Code of Regulations, Title 24, Part 1, Article 1, Sections 5-104 through 5-109.

**How Access Compliance Fees are Calculated**

The Access Compliance filing fee for projects shall be:

- 0.5% of the first \$500,000 of estimated project cost,
- plus 0.25% of the project cost greater than \$500,000 up to and including \$2,000,000,
- plus 0.1% of the project cost greater than \$2,000,000 up to and including \$25,000,000,
- plus 0.08% of the project cost greater than \$25,000,000 up to and including \$50,000,000,
- plus 0.06% of the project cost greater than \$50,000,000 up to and including \$100,000,000,
- plus 0.04% of the project cost greater than \$100,000,000.
- The minimum fee in any case shall be \$500.

**\*\* Please note this estimate is based on the limited information that is presently available and the following assumptions: Construction Inspection and Management Branch would be the Inspector(s) of Record providing supervision and inspection during construction of the Playfield and the South Garage (both on State property). The project is reported as being a subterranean garage, 3 levels, 1,300 spaces, approximately \$40,000,000 in construction cost, 14 months construction duration. Playfield would be constructed above ground on what is currently a surface parking lot. The construction delivery will be done as Design-Build, contracted out by lessee. Fire/Life Safety will be under the State Fire Marshal's approval and authority, accessibility review and approval will be by the Division of State Architect. Based on the assumptions for construction cost, type and duration above, Construction Inspection and Management Branch's rough order of magnitude estimate is at or below 3.5% of \$40,000,000 construction cost, approximately \$1,400,000. This contemplates full time construction supervisor(s), and half time specialty inspectors for mechanical and electrical systems, performed during Fiscal Years 17/18 or 18/19 only. Estimate does not include materials testing or special inspections that are required by Chapter 17 of the California Building Code.**

**\*\*\*This estimate includes both plan review and construction code compliance inspections performed by Deputies from CAL FIRE Office of the State Fire Marshal (OSFM). The 1% estimate is derived from other State Agencies and the process they use to estimate OSFM services. Only actual costs will be billed. Structural plan peer review anticipated to cost approximately \$50,000.**

**SCHEDULE 9.2(A)**

ORDINANCE NO. 184290

ORDINANCE NO. 184290

COLISEUM AND SOCCER STADIUM SIGN DISTRICT

SCHEDULE 9.2(A)

**COLISEUM AND SOCCER STADIUM SIGN DISTRICT  
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**MAPS**

<b>Map 1</b>	<b>Coliseum and Soccer Stadium Sign District Map</b>
<b>Map 2</b>	<b>District Sign Zones Map</b>

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<b>Appendix A</b>	<b>Approved Signs</b>
<b>Appendix B</b>	<b>Conceptual Sign Locations for Coliseum</b>
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<b>Table 1-1</b>	<b>Vertical Sign Levels</b>
<b>Table 8-1</b>	<b>Maximum Individual Sign Area</b>
<b>Table 8-2</b>	<b>Permitted Hours Of Operation For Digital Displays</b>

An ordinance establishing the Coliseum and Soccer Stadium Sign District pursuant to the provisions of Section 13.11 of the Los Angeles Municipal Code (LAMC), except as may differ herein.

**WHEREAS**, Exposition Park is the largest public park in the South Los Angeles Community Plan area that enjoys a storied history as the location of numerous significant outdoor civic and sporting events, including the 1932 and 1984 Summer Olympic Games hosted in the Los Angeles Memorial Coliseum (Coliseum), and a variety of indoor events including the boxing competition during the 1984 Summer Olympic Games, Los Angeles Lakers and Clippers home basketball games, and other major events including political conventions, concerts, trade shows, and rallies in the adjacent Los Angeles Memorial Sports Arena (Sports Arena);

**WHEREAS**, the University of Southern California (USC) has leased the Coliseum and adjacent surrounding areas including the Sports Arena site from the Los Angeles Memorial Coliseum Commission for 99 years, and the Coliseum currently operates, and will continue to operate, as the home football stadium for the USC Trojans football team for the term of the lease; and

**WHEREAS**, declining use of the Sports Arena has left the approximately 15-acre Sports Arena site and the surrounding area within Exposition Park underutilized;

**WHEREAS**, the USC lease contemplates the redevelopment of the Sports Arena site with a professional soccer stadium and associated ancillary facilities;

**WHEREAS**, the Los Angeles Football Club, a professional soccer expansion franchise, proposes to locate its home stadium at the Sports Arena site to replace the underused existing Sports Arena;

**WHEREAS**, in addition to the proposed professional soccer stadium (Soccer Stadium), the redevelopment project also would include a museum, conference, office, retail, and restaurant uses that would directly benefit the overall surrounding community, and Exposition Park;

**WHEREAS**, the Coliseum, the Sports Arena site, and the adjacent surrounding surface parking lots, are within an area of the City of Los Angeles (City) currently regulated by the Coliseum District Specific Plan originally adopted by the City Council in 2006, and amended in 2009 (Ordinance No. 177558 effective July 2, 2006, as amended by Ordinance No. 180678, effective August 16, 2009), but not including the EXPO Center and those portions of Exposition Park north of Exposition Park Drive containing the Natural History Museum of Los Angeles County; the California Science Center; the California African American Museum; and Jesse Brewer, Jr., Park;

**WHEREAS**, the redevelopment project authorized by the amendment to the Coliseum District Specific Plan will require a unique and comprehensive signage program, including naming and sponsorship rights, consistent with a state-of-the-art Major League Soccer stadium and entertainment venue, and necessary to support the

**NOW, THEREFORE, THE PEOPLE OF THE CITY OF LOS ANGELES DO ORDAIN AS FOLLOWS:**

**Section 1. ESTABLISHMENT OF THE COLISEUM AND SOCCER STADIUM SIGN DISTRICT.**

**A. Authority and Scope.** As of the effective date of this Ordinance, the City Council hereby establishes the Coliseum and Soccer Stadium Sign District (District), which shall be applicable to that area of the City subject to the Coliseum District Specific Plan (Specific Plan) adopted contemporaneously with this Sign District shown within the heavy dashed line on Map 1 for the area bounded by Exposition Boulevard on the north, Figueroa Street on the east, Martin Luther King Junior Boulevard on the south and Vermont Avenue on the west, plus the Existing Major Site Sign located easterly of the 110 (Harbor) Freeway, except not including the EXPO Center, which includes the LA84 Foundation / John C. Argue Swim Stadium, and those portions of Exposition Park north of the Coliseum and Christmas Tree Lane north of Exposition Park Drive containing the Natural History Museum of Los Angeles County, the California Science Center, the California African American Museum, and Jesse Brewer, Jr., Park. The District encompasses a portion of Exposition Park primarily owned by the State of California (Sixth District Agricultural Association) and subject to a long-term lease to the University of Southern California. Notwithstanding LAMC Section 13.11 B, a Sign District is hereby established in the OS, RD1.5, R4, C2, and [Q]C2, zones encompassing the Coliseum District Specific Plan area and the non-contiguous parcel located east of the 110 (Harbor) Freeway containing the Existing Major Site Sign.

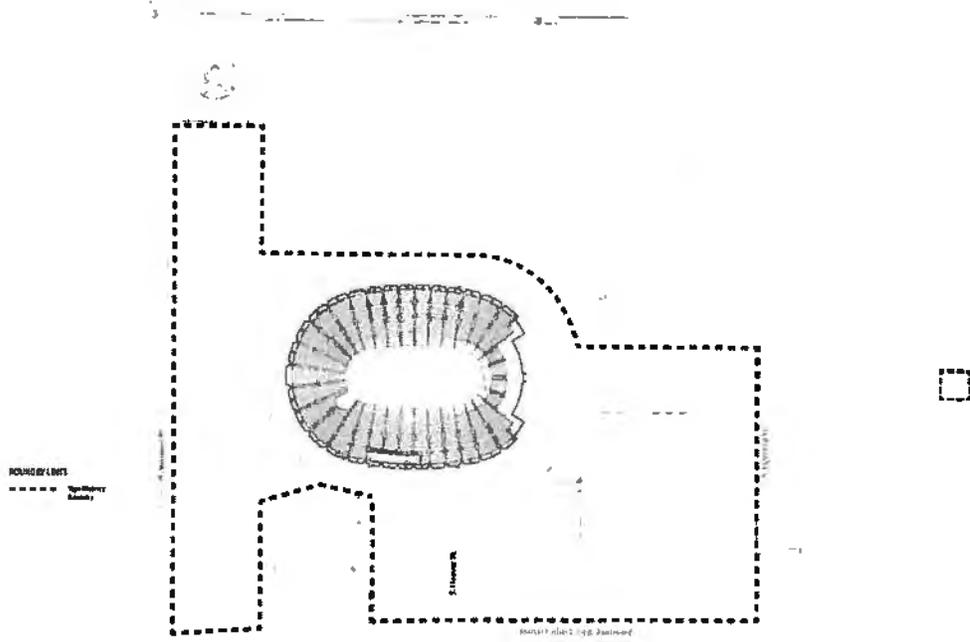
**B. Sign Zones.** This District is subdivided into five Sign Zones as shown on Map 2. The purpose of the Sign Zones is to address the relationship between Sign intensity and the uses surrounding each Sign Zone. The Soccer Stadium and South Parking Lot Sign Zones are divided into Vertical Sign Levels as described in Table 1-1 below. The purpose of the Vertical Sign Levels is to address different Sign viewing distances, including pedestrian views from street level, pedestrian views from a distance, and from vehicles.

**Table 1-1 – Vertical Sign Levels**

<b>Sign Zone</b>	<b>Height Above Grade</b>
<b>Soccer Stadium Zone</b>	
Vertical Sign Level 1	0 – 35 feet
Vertical Sign Level 2	35 – 100 feet
Vertical Sign Level 3	100 – 115 feet
<b>South Parking Lot Zone</b>	
Vertical Sign Level 1	0 – 35 feet
Vertical Sign Level 2	35 – 50 feet

**Map 1**  
**Colliseum District Sign District Map**

*[Map 1 follows this page.]*

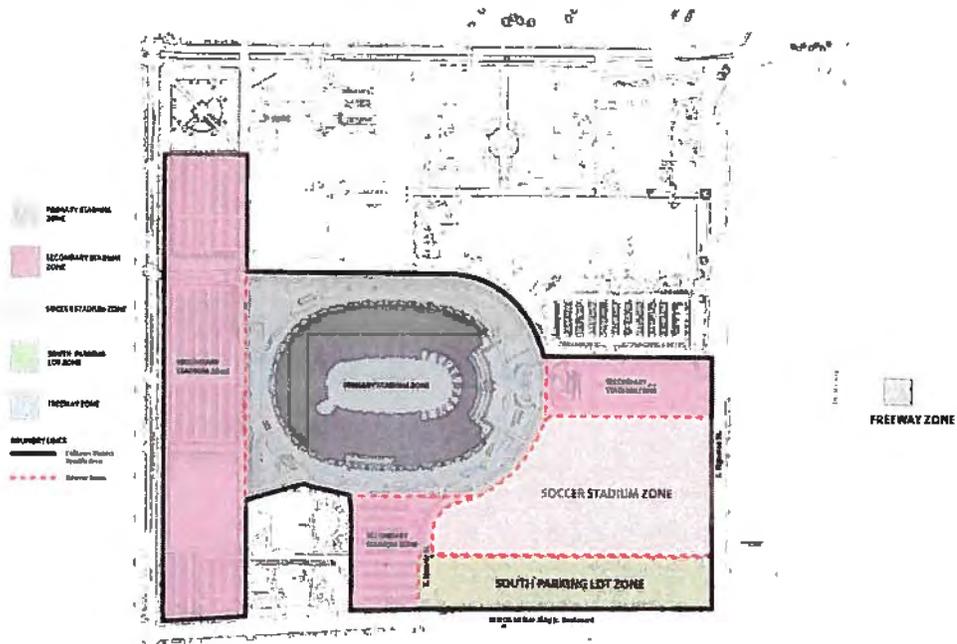


Map 1 - Coliseum and Soccer Stadium Sign District Map

**SCHEDULE 9.2(A)**

**Map 2**  
**District Sign Zones Map**

*[Map 2 follows this page.]*



SCHEDULE 9.2(A)

## **Section 2. PURPOSES AND OBJECTIVES.**

**A. Generally.** This District provides the regulatory framework for the Signs proposed for the Soccer Stadium and previously allowed for the Coliseum and surrounding areas in connection with the development and uses allowed by the Coliseum District Specific Plan (as amended).

### **B. Purposes and Objectives.**

1. Enable the regulation of Signs within the Coliseum District Specific Plan area located within a portion of Exposition Park in the City by incorporating and augmenting the Sign regulations previously included in the Coliseum District Specific Plan.
2. Support and enhance the land uses and urban design objectives in the South Los Angeles Community Plan and the new Coliseum District Specific Plan.
3. Encourage vibrant, clear, attractive signage that enhances the District while complementing and protecting the character of the surrounding areas by limiting visual clutter.
4. Ensure that new Signs are responsive to and integrated with the aesthetic character of the Coliseum, Soccer Stadium, and Exposition Park in the areas on which they are located, and are positioned in a manner that is compatible both architecturally and relative to other Signs within the District.
5. Encourage creative, well-designed Signs that are part of an integrated development that contribute in a positive way to the District and Exposition Park's visual environment, in a manner that accentuates the architectural characteristics of the Coliseum and Soccer Stadium and reinforces the District's sense of place as a major urban sports and entertainment destination venue, cultural and visitor destination, and an exciting pedestrian experience with a visually attractive character. Additionally, to help maintain an image of quality and excellence for the South Los Angeles Community Plan and Coliseum District Specific Plan areas.
6. Coordinate the location and display of Signs so as to minimize potential traffic hazards and protect public safety.

## **Section 3. APPLICATION.**

**A. Relationship to the Los Angeles Municipal Code.** This Ordinance regulates Signs within the District. The regulations of this Ordinance are in addition to those set forth in the planning and zoning provisions of the LAMC. Wherever this Ordinance contains provisions that are different from, more restrictive than or more permissive than

permitted by the LAMC, this Ordinance shall prevail and supersede the other applicable provisions, including, but not limited to, the requirements of Section 13.11, et seq., Section 14.4.1, et seq., and Section 91.6201, et seq., of the LAMC. Unless otherwise specified in this Ordinance to the contrary, all Signs shall comply with the following provisions of the LAMC: Section 14.4.4; Chapter II, Article 8, Section 28.00 et seq. (Advertising); Chapter VI, Article 7, Section 67.00, et seq. (Outdoor Advertising Structures, Accessory Signs, Post Signs and Advertising Statuary); and Chapter IX, Article 1, Division 62 (Signs). No application for a permit shall be subject to LAMC Sections 14.4.4 C, 14.4.4 D, 14.4.4 F, 14.4.10 D and E, and 14.4.17 A through G.

**B. On-Site and Off-Site Signs.** All Signs listed in this Ordinance, and all Signs listed in Section 14.4.2 of the LAMC, which are not otherwise prohibited by this Ordinance, shall be allowed. Notwithstanding any other provision of the LAMC or this Ordinance, any Sign within the District may be either an On-Site Sign or Off-Site Sign as such terms are defined in this Ordinance. This Ordinance governs all aspects of Signs that are Off-Site Signs within the District and expressly supersedes Sections 14.4.4.B.11 and 14.4.18 of the LAMC.

**C. Applicability of the Ordinance.** Immediately upon the effective date of the amendment to the Coliseum District Specific Plan adopted contemporaneously with this Sign District, the rules and regulations established by this Ordinance shall become applicable to the property within the District as shown on Map 1.

#### **Section 4. DEFINITIONS.**

Whenever the following terms are used in this Ordinance, they shall be construed as defined in this Section. Notwithstanding Section 13.11 of the LAMC, words and phrases not defined herein shall be construed as defined in Sections 12.03 and Article 4.4 of the LAMC. The definitions set forth in this Section are intended to encompass future technologies and materials which may be utilized in the construction and implementation of the permitted Signs.

**Aerial View Sign.** A Sign that is applied or placed upon the roof surface, approximately parallel with the roof plane, and intended to be viewed from the sky.

**Applicant.** Any entity or person, as defined in Section 11.01 of the LAMC, submitting an application for a Sign or Sign Support Structure including for Project Permit Compliance or modification thereto, for Project Permit Adjustment, or for an exception, or amendment to, or interpretation of this Ordinance.

**Approved Signs.** The Signs listed in Appendix A attached to this Ordinance and Sign Support Structures associated with such Signs, which shall be in the approximate locations shown on the Conceptual Sign Drawings attached as Appendices B and C to this Ordinance approved by the City Council pursuant to this Ordinance as the same; may be modified or amended from time to time in accordance with Section 6.E of this Ordinance.

**Architectural Ledge Sign.** A Sign with individual Channel Letters, numbers and/or a pre-fabricated image, attached to a horizontal projection forming a narrow shelf on a wall or architectural projection.

**Awning Sign.** A Sign displayed on a canopy that projects over a deck, door or window of a building.

**Banner Sign.** A Sign that is generally constructed of fabric, canvas, metal or similar material and that is attached to a pole or building and is fixed in place.

**Billboard.** Any Sign on one or more poles or columns that:

1. is four feet or greater in height as measured from the natural or finished grade, whichever is higher, to the bottom of the Sign; and
2. is structurally separate from an existing building or other improvement on a lot; and/or
3. is supported by an independent footing inside an existing building or other improvement on a lot extending through the roof of the supporting structure; and/or
4. is supporting a Sign panel that is attached to the pole(s), post(s) or column(s), and that may be cantilevered over a building or structure on the lot.

**Building Face.** The general outer surface, not including cornices, bay windows or architectural projections, of any exterior wall of a building.

**Building Frontage.** The projection of the exterior building walls upon the street used for street frontage, as measured perpendicular to the edge of the street. For walls that are not parallel to the street, the building frontage shall be measured along the wall that, other than open parking spaces, has direct and unimpeded access to the street.

**Can Sign.** A Sign whose text, logos and/or symbols are placed on the face of an enclosed cabinet.

**Captive Balloon Sign.** Any object inflated with hot air or lighter-than-air gas that is tethered to the ground or a structure.

**Channel Letters.** Individually cut letters, numbers or figures, illuminated or non-illuminated, affixed to a building or structure.

**Coliseum.** The Los Angeles Memorial Coliseum.

**Coliseum District Specific Plan.** The Specific Plan (as amended) applicable to the same general area as the District.

**Coliseum Existing Signs.** The Signs and Sign Support Structures historically utilized in the Primary Stadium Zone, including but not limited to, Signs identified as Signs 1C and 1H in Appendices A, D, E and F, Temporary Signs, and Signs existing prior to the Effective Date of this Ordinance.

**Coliseum Identity Sign.** A large, monument style identification element identified as Sign 1B in Appendices A and C and as illustrated in Appendix E of this Ordinance.

**Conceptual Sign Drawings.** The conceptual Sign location plans, elevations, and renderings depicting the approved locations and types of permanent primary Signs within the District attached to this Ordinance as Appendices B and C, as the same may be modified or amended from time to time in accordance with Section 6.E of this Ordinance.

**Controlled Refresh Rate.** Controlled Refresh Rate I, Controlled Refresh Rate II and/or Scrolling Animated Refresh, individually and collectively.

**Controlled Refresh Rate I.** The refresh rate of a Sign, inclusive of any change in whole or in part of the Sign image, which is no more frequent than one refresh event every eight seconds, with an instant transition between images. The Sign image must remain static between refreshes.

**Controlled Refresh Rate II.** The refresh rate of a Sign or Large-Scale Architectural Lighting, inclusive of any change in whole or in part of the Sign image, which is no more frequent than one refresh event every ten minutes, with an instant transition between images. The Sign image must remain static between refreshes.

**Digital Display.** A Sign Face, Building Face, and/or any building or structural component that displays still images, scrolling images, moving images, or flashing images, including video and animation, through the use of grid lights, cathode ray projections, light emitting diode displays, plasma screens, liquid crystal displays, fiber optics, or other electronic media, or technology that is either independent of or attached to, integrated into or projected onto a building or structural component, and that may be changed remotely through electronic means.

**Director.** The Director of City Planning or his or her designee.

**District.** The Coliseum and Soccer Stadium Sign District regulated by this Ordinance.

**Effective Date.** The date upon which this Ordinance becomes effective.

**Existing Major Site Sign.** The Sign that is currently located easterly of the I-110 Harbor Freeway, identified as Sign 1G in Appendices A, C and D of this Ordinance.

**Exposition Park Existing Signs.** The Signs and Sign Support Structures historically utilized in the Secondary Stadium Zone and South Parking Lot Zone, including, but not limited to, Signs identified as Signs A, B, C, D, E, and F in Appendix D, Temporary Signs, and Signs existing prior to the Effective Date of this Ordinance.

**Freestanding Iconic Elements/Statues.** Individual structures which are generally themed in design, and are related to the Coliseum, Soccer Stadium, tenants of the Coliseum or Soccer Stadium, Coliseum or Soccer Stadium Sponsors, or Exposition Park. These structures may include commercial or non-commercial messages.

**Gate Identity Sign.** A naming rights identification Sign on Coliseum Ticket Gates, identified as Sign 1F in Appendices A, B, and C, and as illustrated in Appendix D of this Ordinance.

**Hanging Sign.** A Sign with individual Channel Letters and/or a prefabricated image that is suspended from a horizontal architectural ledge or projection, or from the ceiling of an architectural recess.

**Identification Sign.** A Sign that can be used to display a company or athletic team logo, generic type of business, the name of a business, athletic team, building, or a common place name for an area, e.g., Exposition Park.

**Illuminated Signs.** Signs producing lighting emissions, comprised of luminous Channel Letter Signs, front-lit Signs and Digital Displays.

**Inflatable Device.** A Sign that is a cold-air inflated object, which may be of various shapes, made of flexible fabric, resting on the ground or structure and equipped with a portable blower motor that provides a constant flow of air into the device. Inflatable devices are restrained, attached, or held in place by a cord, rope, cable or similar method. The term Inflatable Device shall not include any object that contains helium, hot-air or a lighter-than-air substance.

**Information Sign.** A Sign that can be used to display directions, instructions, menus, selections, building names (including those buildings or areas whose names include the name of an individual or a sponsoring or corporate entity) or address numerals.

**Integral Digital Display.** A Sign that: (a) consists predominately of lower resolution Digital Display(s); (b) is attached directly to and made integral with architectural elements on the facade of a building; and (c) contains individual pixels of a digital image that are embedded into architectural components separated vertically or horizontally from one another, and are of a design that allows outward views from and within the supporting structure. Such a design may include low resolution digital mesh or netting, individual large scale illuminated pixels covering a building wall diffused behind translucent material forming an aggregate image, or horizontal or vertical LED banding integrated into

the spandrels or louvers of a building's architecture, which when viewed from a distance may be read as a unified image.

**Integral Large-Scale Architectural Lighting.** Lighting that is attached directly to and made integral with architectural elements on the facade of a building, and contains individual pixels of a digital light source that are embedded into architectural components separated vertically or horizontally from one another, and are of a design that allows outward views from and within the supportive structure. Such a design may include low resolution digital mesh or netting, individual large scale pixels covering a building wall diffused behind translucent material, or horizontal or vertical LED banding integrated into the spandrels or louvers of a building's architecture.

**Interior Sign.** Any Sign (a) within an interior courtyard, interior concourse or interior plaza of a building or structure or (b) within or immediately adjacent to the seating or field areas of the Coliseum or Soccer Stadium intended to be viewed primarily from the general, club and premium seats within the Coliseum or Soccer Stadium, and suites and concourses within the Coliseum or Soccer Stadium. Interior Signs within the Soccer Stadium shall be located within the area outlined with a heavy solid line as shown on Appendix J of this Ordinance. Interior Signs may be incidentally visible from adjoining streets, public rights-of-way, or any publicly accessible plaza adjacent to a public right-of-way. Interior Signs may include, without limitation, existing scoreboards in the Coliseum, new scoreboards in the Coliseum or Soccer Stadium, Wall Signs, Digital Displays, Large-Scale Architectural Lighting, Captive Balloon Signs, and Inflatable Devices, including, but not limited to, those Signs identified as Signs 2A, 2B, 2C, and 2D in Appendices A, B and C of this Ordinance.

**LADBS.** The City of Los Angeles Department of Building and Safety.

**LAMC.** The Los Angeles Municipal Code.

**Large-Scale Architectural Lighting.** Lighting elements placed on a significant portion of a building's facade to highlight or accentuate vertical, horizontal or other elements of the structure's architecture.

**Logo.** A graphic mark, emblem, representation or symbol of a name, trademark or abbreviation used by a commercial enterprise, organization and/or individual to aid and promote instant public recognition.

**Marquee Sign.** A Sign displayed on a roof-like structure that projects over the entrance to a building or structure.

**Maximum Individual Sign Area.** The maximum Sign Area of each individual Sign, which shall be set forth in Table 8-1.

**Monument Sign.** A freestanding Sign that is erected directly upon the existing or artificially created grade, or that is raised no more than 12 inches from the

existing or artificially created grade to the bottom of the Sign, and that has a horizontal dimension equal to or greater than its vertical dimension.

**Naming Sponsor(s).** The primary entity or entities (commercial or non-commercial) or persons for which the Coliseum and/or Soccer Stadium is/are named or identified.

**Non-Controlled Refresh Rate.** The refresh rate of all Digital Displays and Large-Scale Architectural Lighting that are not made subject to a Controlled Refresh Rate pursuant to this Ordinance, and which shall permit images, parts and/or illumination that flash, change, move, stream, scroll, blink or otherwise incorporate motion at an unrestricted rate.

**Non-Digital Display.** Any Sign that is not a Digital Display.

**Off-Site Sign.** A Sign that displays any message directing attention to a business, product, service, profession, commodity, activity, event, person, institution or any other commercial or noncommercial message, which is generally conducted, sold, manufactured, produced, offered or occurs elsewhere than within the District.

**On-Site Sign.** A Sign that is other than an Off-Site Sign.

**Outdoor Advertising Act.** The Outdoor Advertising Act, Cal. Business & Professions Code Section 5200, et seq.

**Owner.** The owner of the fee interest in the land within any Sign Zone within the District, provided that during the term of any ground lease of land within the Sign Zone pursuant to a lease with an initial term greater than 25 years, the ground lessee under such ground lease shall also be considered to be an owner for purposes of this definition.

**Pillar Sign.** A freestanding Sign, consisting of rectangular Sign Faces or a sculptural themed shape, that is erected directly upon the existing or artificially created grade and not on any visible poles or posts, with a horizontal dimension that does not exceed twenty five (25) percent of the length of the vertical dimension.

**Pole Sign.** A freestanding Sign that is erected or affixed to one or more poles or posts and that does not meet the requirements of a Monument Sign or Pillar Sign.

**Premises of an Arena.** As used in Section 8.L of this Ordinance, for application of the Outdoor Advertising Act, the Premises of an Arena shall mean either of the following:

1. A venue for indoor or outdoor sports, concerts, or other events, such as the Coliseum and Soccer Stadium; or

2. Any development project or district encompassing the venue, adjacent to it, or separated from it only by public or private rights-of-way, the boundaries of which have been set by the City. The development project or district must be contiguous and may not extend more than 1,000 feet beyond the arena structure or any structure physically connected to the arena structure.

**Project Permit Adjustment.** A decision by the Director granting a minor adjustment from certain regulations of this Ordinance, subject to the limitations specified by Section 11.5.7 of the LAMC and this Ordinance.

**Project Permit Compliance.** A determination by the Director pursuant to Section 6.D of this Ordinance of a Sign or Structural Sign Support's compliance with this Ordinance either as submitted or with conditions imposed to achieve compliance.

**Projected Image Sign.** A Sign that projects an image on the face of a delineated wall or screen from a distant electronic device, such that the image does not originate from the plane of the wall.

**Projecting Sign.** A Sign, other than a Wall Sign, that is attached to a building or structure and projects outward and/or upward from the building or structure with one or more Sign Faces approximately perpendicular to the Building Face.

**Projection.** The distance by which a Sign extends beyond the Building Face.

**Rim Sign.** A Sign attached to the existing concrete perimeter bowl structure above the historic façade of the Coliseum, identified as Sign 1A in Appendices A, B and C of this Ordinance.

**Roof Sign.** A Sign erected upon a roof of a building and perpendicular to the ground plane and that is not an Aerial View Sign.

**Sandwich Board Sign.** A portable Sign consisting of two Sign Faces that connect at the top and extend outward at the bottom of the Sign.

**Scrolling Animated Refresh.** The refresh rate of a Sign restricted to a constant, smooth, rolling motion across, up, or down the display area.

**Scrolling Digital Display.** A type of Digital Display that contains a message composed only of individual letters on a neutral field.

**Sign.** Any whole or part of a display board, wall, screen, projected image, object, or any other material or medium, used to announce, declare, demonstrate, display or otherwise present a message and attract the attention of the public, but which excludes Exposition Park Existing Signs.

**Sign Area.** An area circumscribed by the smallest geometric shape created with a maximum of eight straight lines that will enclose all words, letters, figures, symbols, designs and pictures, together with all framing, background material, colored or illuminated areas and attention-attracting devices, forming an integral part of an individual message except that

1. For Wall Signs having no discernible boundary, each of the following shall be included in any computation of surface area: (a) the areas between letters, (b) words intended to be read together; and (c) any device intended to draw attention to the sign message.
2. For spherical, cylindrical or other three-dimensional signs, the area of the sign shall be computed from the smallest two-dimensional geometrical shape or shapes, which will best approximate the greatest actual surface area visible from any one direction.
3. Sign Support Structures are excluded from the Sign Area calculation if neutral in color.
4. Information Signs which have less than ten percent (10%) of the Sign Area devoted to the Logo or identification of a Coliseum or Soccer Stadium Sponsor are excluded from the Sign Area calculation.
5. Temporary Signs are excluded from the Sign Area calculation

**Sign Face.** The surface upon which the Sign message is placed.

**Sign Support Structure.** A structure of any kind or character, erected, used or maintained for a Sign upon which any poster, bill, printing, painting, Projected Image or other message may be placed.

**Sign Zones.** The five zones established by this Ordinance to regulate Signs as shown on Map 2 of this Ordinance.

**Site Identity Sign.** A Sign that can be used to identify or name entities, buildings, structures or activities, which are located or occur within the District. This shall include a Sign that names entries or gateways within the District, identified as Sign 1E in Appendices A and C, and as illustrated in Appendix H of this Ordinance. A Site Identity Sign may address, but is not limited to, locations, areas, buildings, structures, activities, the Coliseum, Soccer Stadium, Sponsors of the Coliseum and/or Soccer Stadium, athletic teams, or other activities associated with these entities and facilities. The Existing Major Site Sign, Stadium Freeway Signs, Soccer Stadium Sign (Secondary Site Sign), Coliseum Identity, or Soccer Stadium Identity Signs shall not be considered to be a Site Identity Sign.

**Soccer Stadium.** A new professional soccer stadium and ancillary facilities to be located within the Soccer Stadium Zone within the District.

**Soccer Stadium Sign (Secondary Site Sign).** A Sign that is designed to be viewed from distances by vehicles and pedestrians identified as Sign 1D in Appendices A and C, and as illustrated in Appendix G of this Ordinance.

**Sponsor.** Those entities (commercial or non-commercial) or persons for which the Coliseum and/or Soccer Stadium is/are named or identified, and/or those entities (commercial or non-commercial) or persons for which facilities, uses, activities, products or services associated with the Coliseum and/or Soccer Stadium, or other tenants of the Coliseum and/or Soccer Stadium are named or identified. Sponsor includes the Naming Sponsor.

**Sponsorship Market Plan.** As used in Section 8.L of this Ordinance, and for application of the Outdoor Advertising Act, a Sponsorship Market Plan means an agreement between the property owner, facility owner, facility operator, or occupant of the Premises of an Arena and a Sponsor, pursuant to which the Sponsor is allowed to include its logo, slogan, or advertising on advertising displays and that meets both of the following conditions:

1. The Sponsorship Marketing Plan is for a period of not less than one year.
2. The Sponsorship Marketing Plan grants the Sponsor the opportunity to display its logo, slogan, or advertising in the interior of structures on the Premises of an Arena, or conduct promotions, public relations, or marketing activities on the Premises of an Arena.

**Stadium Freeway Sign.** A Sign, as described in the Outdoor Advertising Act, Cal. Business & Professions Code Section 5272, intended to be viewed primarily from a freeway on a parcel non-contiguous with the Coliseum District Specific Plan area.

**Temporary Sign.** Any Sign that is to be maintained for a limited duration, including, without limitation, paper signs, Projected Image Signs, and other Signs that are not permanently affixed to the ground or building. Temporary Signs shall be excluded from the calculation of Total Sign Area and applicable Zone Sign Area.

**Total Sign Area.** The right granted by this Ordinance to construct up to 77,175 square feet of Signs in accordance with the requirements of this Ordinance, excluding the Sign Area of certain Signs as set forth in this Ordinance.

**Vertical Sign Levels.** The vertical levels established by this Ordinance to regulate Signs by vertical height as measured from adjacent grade as established in Table 1-1 of this Ordinance.

**Wall Sign.** A Sign on the wall of a building or structure, with the exposed face of the Sign in a plane approximately parallel to the plane of the wall, that has been attached to, painted on, or erected against the wall; or printed on any material

which is supported and attached to the wall by an adhesive or other materials or methods.

**West End Scoreboard Sign.** A Sign that is a major identifying site element to the Coliseum District Specific Plan Area, that is on the back side of the west end scoreboard of the Coliseum, identified as Sign 1C in Appendices A, B and C, and shown in Appendix F of this Ordinance, and is designed to be viewed at a significant distance by vehicles and pedestrians.

**Window Sign.** Any Sign that is attached to, affixed to, leaning against, or otherwise placed within 6 feet of a window or door in a manner so that the Sign is visible from outside the building. The term Window Sign shall not include the display of merchandise in a store window.

**Zone Sign Area.** The right granted by this Ordinance to construct up to a specified square footage of Sign Area within each Sign Zone in accordance with the requirements of this Ordinance, excluding the Sign Area of certain Signs as set forth in this Ordinance.

#### **Section 5. PRIOR SIGNS; RIGHTS OF OWNERS TO SIGNS.**

**A. Coliseum Owner Sign Rights.** The Coliseum Existing Signs are hereby declared a legal and conforming use and may continue to exist and be constructed, operated, maintained, repaired, replaced or structurally altered by the Owner of the Primary Stadium Zone in accordance with the requirements of Section 91.6216 of the LAMC. The Owner of the Primary Stadium Zone shall have the right to continue to use the Coliseum Existing Signs.

**B. Exposition Park Owner Sign Rights.** The Exposition Park Existing Signs are hereby declared a legal and conforming use and may continue to exist and be constructed, operated, maintained, repaired, replaced or structurally altered by the Owner of the Secondary Stadium Zone and South Parking Lot Zone in accordance with the requirements of Section 91.6216 of the LAMC. The Owner of the Secondary Stadium Zone and South Parking Lot Zone shall have the right to continue to use the Exposition Park Existing Signs, which shall not be subject to this Ordinance.

#### **Section 6. PROCEDURAL REQUIREMENTS.**

**A. Requirements.** LADBS shall not issue a permit for a Sign, a Sign Structure, Sign illumination, or alteration of an existing Sign within the District beyond that authorized by Section 5 of this Ordinance unless the Sign complies with:

1. the requirements of this Ordinance as determined by the Director; and
2. applicable requirements of the LAMC that are not otherwise superseded by this Ordinance.

**B. Application.** An Applicant requesting review of one or multiple Signs for conformity with this Ordinance or, if required or permitted hereby, a Project Permit Compliance or modification thereto, a Project Permit Adjustment, or an exception to, or interpretation of this Ordinance, shall submit the following to the Director in addition to those items specified in Section 11.5.7 B.2(a) of the LAMC:

1. Three copies of the Sign plan drawn to scale, indicating the type, height, placement, lettering styles, materials, colors and lighting methods and specifying the Sign Zone and Vertical Sign Level for the proposed Sign(s) and indicating conformity with the requirements specified for that Sign and location as set forth in Section 8 and, if applicable, Section 9 of this Ordinance;
2. A graphic depiction of the location of the Sign(s) on the Conceptual Sign Drawings;
3. Architectural renderings of the proposed Sign(s);
4. A scaled plot plan showing the location and size of all existing and proposed Signs; and
5. A plan denoting Illuminated Signs prepared by a lighting design expert. The plan shall include maximum luminance levels, photometry denoting the distribution of lumens for the specified signage and the review and monitoring of the displays in order to ensure compliance with the regulations set forth in Section 8.1 of this Ordinance.

**C. Director Sign-Off.** With respect to the following Signs, only a Director sign-off on the permit application shall be required prior to issuance by LADBS of a building permit. Upon review and concurrence by the Director that any Sign described below is in compliance with the requirements of Section 8 and, if applicable, Section 9 of this Ordinance and/or any previously approved exception, amendment or interpretation applicable thereto, the Director shall stamp, sign and date the permit application plans:

1. Any Approved Sign.
2. Large-Scale Architectural Lighting and Integral Large-Scale Architectural Lighting approved pursuant to Section 9.N.1.b of this Ordinance.
3. Any Sign in a location and of a type generally consistent with the Conceptual Sign Drawings attached as Appendices B and C, as the same may be modified from time to time pursuant to Section 6.E of this Ordinance.
4. Any of the following Signs and Sign Support Structures, provided that the Sign and/or Sign Support Structure complies with the applicable requirements of this Ordinance and the LAMC, as determined by the Director and the Sign Area of such Sign does not cause the cumulative

square footage of Signs subject to the Total Sign Area and applicable Zone Sign Area calculation to exceed the Total Sign Area and applicable Zone Sign Area provided by this Ordinance:

- a. Aerial View Signs.
- b. Architectural Ledge Signs.
- c. Awning Signs.
- d. Banner Signs.
- e. Captive Balloon Signs.
- f. Hanging Signs.
- g. Identification Signs.
- h. Inflatable Devices.
- i. Monument Signs.
- j. Pillar Signs, except Signs that are also Digital Displays.
- k. Projecting Signs.
- l. Roof Signs.
- m. Temporary Signs.
- n. Wall Signs.
- o. Window Signs.
- p. Any other Sign and/or Sign Support Structure exceptions described in Section 6.D.2 of this Ordinance.

**D. Project Permit Compliance**

**1. Required.** Unless subject to the Director sign-off process by Section 6.C, above, of this Ordinance, LADBS shall not issue a permit for the following Signs unless the Director has issued a Project Permit Compliance approval pursuant to the procedures set forth in Section 11.5.7 of the LAMC:

- a. Any Sign that electronically refreshes its image, lighting or coloring.
- b. Digital Displays.

- c. Integral Digital Displays.
  - d. Scrolling Digital Displays.
  - e. Projected Image Signs.
  - f. Soccer Stadium Sign (Secondary Site Sign).
  - g. Stadium Freeway Signs.
  - h. Any other type of sign not listed in Section 6.C of this Ordinance, but excluding Coliseum Existing Signs and Exposition Park Existing Signs.
2. **Exception.** No Project Permit Compliance or modification thereto or any Project Permit Adjustment or any exception, amendment or interpretation of this Ordinance shall be required for:
- a. construction, operation, maintenance, repair, replacement or structural alteration of any Approved Sign, Identification Sign, Interior Sign or Temporary Sign and each Sign Support Structure associated with such Signs;
  - b. a change in Sign advertising or Sign text, images or copy;
  - c. any construction for which a permit is required in order to comply with an order issued by LADBS to repair or replace an unsafe or substandard condition;
  - d. a modification to any Sign, Approved Sign, any Sign Support Structure or to the Conceptual Sign Drawings that results in:
    - (i) a change of a Sign from a Digital Display to a Non-Digital Display, or
    - (ii) relocation of any such Sign if it is consistent with the location requirements in Section 8.C.1 or Section 9.W of this Ordinance and complies with the Zone Sign Area limitations in Section 8.E and Total Sign Area limitations in Section 8.F of this Ordinance.
3. **Definitions.** For purposes of any review required by this Ordinance pursuant to Section 11.5.7 of the LAMC, the term "specific plan," wherever used in Section 11.5.7 of the LAMC, shall be deemed to refer to this Ordinance and the term "Project" shall be deemed to refer, as the case may be, to a "Sign" or "Sign Support Structure" or to the "Conceptual Sign Plan."

**4. Process; Decision-Making Authority.** Requests for Project Permit Compliance, or modification thereto, for Project Permit Adjustment or for an exception, amendment or interpretation of this Ordinance shall be made in accordance with the procedures set forth in Section 11.5.7 of the LAMC; provided, however, that notwithstanding the provisions of Sections 11.5.7.B through F and H of the LAMC, in each case where the Area Planning Commission has the authority for initial review, hearing and/or approval of a request for Project Permit Compliance, Project Permit Adjustment, modification to a Project Permit Compliance, or an exception, or interpretation of this Ordinance, the Director shall have initial decision-making authority for granting each of the foregoing.

**5. Findings.**

a. **Project Permit Compliance.** In granting a Project Permit Compliance approval for one or more Signs and/or Sign Support Structures, the Director shall make the following findings, provided that with respect to clauses (iii) and (iv) below, which relate to the architectural design or layout of the Signs and Sign Support Structures and not to content, such findings shall be used solely to condition an approval and shall not be used to deny a request for a Project Permit Compliance approval otherwise meeting the requirements of this Ordinance:

- (i) the proposed Sign(s) and/or Sign Support Structure(s) comply with the applicable regulations of this Ordinance and any previously or concurrently granted exception, amendment or interpretation applicable thereto;
- (ii) the proposed Sign(s) and/or Sign Support Structure(s) incorporates mitigation measures, monitoring measures when necessary, or alternatives identified in the environmental review which would mitigate any potentially significant environmental effect of the Sign(s) and/or Sign Support Structure(s), to the extent physically feasible;
- (iii) the proposed Sign(s) and/or Sign Support Structure(s) are appropriately scaled to the architectural character of all buildings and then-existing Signs, and structures within the applicable Sign Zones; and
- (iv) all existing and proposed Signs and Sign Support Structures result in a complementary enhancement to the architecture and open spaces of the applicable Sign Zone.

Issuance of a Project Permit Compliance may be conditioned consistent with the applicable regulations of this Ordinance. In addition, in connection with any request for Director approval of a

Project Permit Compliance pursuant to Section 6.D of this Ordinance, the Director may permit the use of any technology or material which did not exist as of the Effective Date, if the Director finds that such technology or material has been subject to review under the California Environmental Quality Act, if applicable, or that no such California Environmental Quality Act review is required.

b. **Adjustments and Exceptions.** An application to exceed the development regulations in this Ordinance with respect to any Sign or Sign Support Structure shall be processed in accordance with the procedures for Project Permit Adjustments or for exceptions of this Ordinance, as set forth in this Ordinance and LAMC Sections 11.5.7.E and F. In granting an adjustment or exception to this Ordinance, the Director shall make all of the following findings:

- (i) strict compliance would result in practical difficulty or unnecessary hardship inconsistent with the purposes of the zoning restrictions, due to unique physical or topographic circumstances or conditions of design;
- (ii) strict compliance would deprive the applicant of privileges enjoyed by owners of similarly zoned property; and
- (iii) an adjustment or exception, as applicable, would not constitute a grant of special privilege.

6. **Appeals.** The appeal rights set forth in Section 11.5.7 of the LAMC shall apply to applications made under this Ordinance, except as otherwise modified by this Ordinance.

**E. Conceptual Sign Drawings.** The Director shall refer to the Conceptual Sign Drawings in Appendices B and C and the regulations set forth in Sections 8 and 9 of this Ordinance to provide guidance in approving Signs and/or Sign Support Structures within the District. The Conceptual Sign Drawings may be modified or updated in accordance with this Ordinance by a Director's determination upon a finding by the Director that the Total Sign Area and applicable Zone Sign Area(s) are not exceeded and the Signs depicted by such modifications comply with the regulations set forth in Sections 8 and 9 of this Ordinance, as applicable and are determined by the Director to be within the envelope of the project and environmental impacts analyzed by the Final Environmental Impact Report (SCH No. 2010041059), including the Addendum thereto, or any subsequent environmental document prepared or reviewed and approved by the City.

**F. Visual Environment Improvement Program.** The Applicant shall contribute a total of \$4 million in community benefit funds to the Council District 9 Public Benefits Trust Fund No. 48X to be dedicated to improving the visual environment, use of public open spaces, and benefitting the public realm in Council District 9, as follows:

1. The Applicant shall contribute funds pursuant to the following schedule:
  - a. \$250,000 shall be contributed within 15 days of the date the Applicant obtains a full building permit for the Soccer Stadium;
  - b. \$250,000 shall be contributed within one year of the date the initial contribution is paid; and
  - c. \$700,000 shall be contributed annually after the second payment is paid for a total of 5 years (totaling \$3.5 million).
2. The funds shall be used for purposes to improve the visual environment in South Los Angeles, including, but not limited to, the following:
  - a. At least \$100,000 of the funds shall be used to establish and fund a Business Improvement District covering Figueroa Street from Martin Luther King, Jr., Boulevard to Stauson Avenue, and Martin Luther King, Jr., Boulevard from Central Avenue to Normandie Avenue. One of the primary purposes and goals of the Business Improvement District shall be to provide additional street-front beautification and security along the Martin Luther King, Jr., Boulevard and Figueroa Street corridors.
  - b. At least \$400,000 of the funds shall be used to develop and implement a streetscape improvement plan on Martin Luther King, Jr., Boulevard between Normandie Avenue and Central Avenue. The streetscape improvement plan shall include sidewalk repair, new landscaping, additional street trees, and the incorporation of new street furniture to provide an improved visual environment and inviting public realm for residents, pedestrians and vehicles exiting the 110-Freeway onto Martin Luther King, Jr., Boulevard.
  - c. Up to \$3.5 million of the funds shall be used for recreation and parks capital improvement projects within the area bounded by Martin Luther King, Jr., Boulevard on the north, Stauson Avenue on the south, Normandie Avenue on the west, and Central Avenue on the east, including: (i) improvements to existing parks and pocket parks located in this area; and/or (2) the development of new park space within this area. The development of any new park space funded by this provision shall be subject to any required discretionary review process by the City of Los Angeles and any other applicable government body, and all public and environmental review required by the California Environmental Quality Act, prior to the expenditure of any funds for the development of such park space allowed by this provision.
3. Council District 9 may move funds paid by the Applicant to the Council District 9 Public Benefits Trust Fund No. 48X to one or more alternate Trust Funds or accounts established by the City, provided that any such moved funds shall be used for the purposes set forth above.

**Section 7. APPROVED SIGNS.**

This Ordinance approves and authorizes the construction, operation, and use of Approved Signs without further discretionary action, except subject to Section 6.C of this Ordinance.

**Section 8. GENERAL REQUIREMENTS.**

**A. General Requirements of the LAMC.** The intent of this Ordinance is to create a vibrant and animated District with dynamic and creative signage, including many Signs that are not otherwise permitted by the LAMC. Except as otherwise provided herein, LAMC Sections 28.10, 28.11, 28.15, 67.02(a) and 67.29 shall be superseded by this Ordinance. Unless otherwise specified in this Ordinance to the contrary, the general Sign requirements set forth in the LAMC shall apply to this Ordinance for permits, plans, design and construction, materials, and maintenance. For Signs in this District, the provisions of this Ordinance shall preempt the regulations in LAMC Sections 14.4.1, et seq., and 91.6201, et seq., relating to height, digital displays, sign area or location. A building permit shall be obtained from LADBS in accordance with the applicable provisions of LAMC, for any signs, sign structures, and/or sign alterations, other than changes to or replacement of copy.

**B. Permitted and Prohibited Signs.**

1. **Permitted Signs.** Unless specifically prohibited by this Ordinance and notwithstanding Section 14.4.4.B of the LAMC, Signs defined in Section 4 of this Ordinance, all Coliseum Existing and Exposition Park Existing Signs, and Signs otherwise permitted by the LAMC shall be permitted within the District.
2. **Prohibited Signs.** Except as otherwise provided, the following Signs shall be prohibited:
  - a. Signs permanently attached, affixed or applied to the historic elements of the exterior of the Coliseum structure, except that Coliseum Identity Signs shall be allowed.
  - b. Billboards, except Billboards that are also Exposition Park Existing Signs.
  - c. Can Signs.
  - d. Conventional plastic faced box, canister, or cabinet signs.
  - e. Formed plastic faced box or injection molded plastic signs.
  - f. Illuminated Architectural Canopy Signs.
  - g. Luminous vacuum formed letters.

- h. Odor-producing signs.
- i. Pole Signs, except Information Signs.
- j. Sandwich Board Signs.
- k. Any Sign covering the exterior of doors, vents, rescue windows or other openings that serve occupants of buildings.

**C. General Sign Location Requirements.** The following general Sign location provisions shall be in addition to the provisions set forth in Section 9 of this Ordinance.

1. **Location.** A Sign affixed to a structure shall be deemed to be in compliance with the requirements of this Ordinance with respect to location if the Sign's location is as depicted on the Conceptual Sign Drawings in Appendices B and C, or within 10 percent of the height or width of the façade (in feet) of that location. A freestanding Sign shall be deemed to be in compliance with the requirements of this Ordinance with respect to location if that Sign's location is as depicted on the Conceptual Sign Drawings in Appendices B and C, or within 15 feet horizontally from that location.
2. **Freeway Exposure.** Signs that adhere to the regulations of this Ordinance are exempt from Sections 14.4.6, 91.6201.6.6 and 80.08.4 of the LAMC.
3. **Hazard Review.** Signs that adhere to the regulations outlined in this Ordinance shall be exempted from the Hazard Determination review procedures in Section 14.4.5 of the LAMC.
4. **Outdoor Advertising Act.** All Signs shall continue to be subject to the Outdoor Advertising Act, where applicable, as further described in Section 8.L of this Ordinance.

**D. Interior Signs.** Interior Signs as defined in this Ordinance, including existing scoreboards in the Coliseum, shall be allowed, shall not otherwise be subject to this Ordinance or Article 4.4 of Chapter 1 of the LAMC, and shall not count against the Total Sign Area or Zone Sign Area limitations in this Ordinance; provided, however, if the back of a scoreboard Sign is primarily visible from outside of the Coliseum, the back of the scoreboard Sign shall be subject to this Ordinance. Interior Signs shall only be required to comply with Sections 91.6201.1 through 91.6201.4, and 91.6204.1 of the LAMC, and the review of an Interior Sign plan required by Section 9.M of this Ordinance.

**E. Sign Zones.**

1. **Primary Stadium Zone.**

- a. **Allowed Signs.** All Signs which are allowed by this Ordinance shall be allowed in the Primary Stadium Zone, except for the following Signs, which shall be prohibited:
  - (i) Entry Monument Sign;
  - (ii) Stadium Freeway Signs; and
  - (iii) Soccer Stadium Sign (Secondary Site Sign).
  
- b. **Allowed Sign Area.** The Zone Sign Area within the Primary Stadium Zone shall not exceed 10,000 square feet, except that the Sign Area for the Signs on the back of the scoreboards, Coliseum Identification Signs, Coliseum Existing Signs, and Interior Signs shall not count against this limitation.
  - (i) **Signs on the Back of the Scoreboards.** The Sign Area for Signs on the back of the scoreboards within the Primary Stadium Zone shall not exceed 7,000 square feet. No individual Sign on the back of the scoreboard shall exceed 3,800 square feet.
  - (ii) **Coliseum Identification Signs.** The Sign Area for Coliseum Identification Signs, which includes Rim Signs (Sign 1A) and the Coliseum Identity Sign (Sign 1B), within the Primary Stadium Zone shall not exceed 7,000 square feet.
  
- c. **Signs on the back of Coliseum scoreboards.** Signs may be located on the back of any Coliseum scoreboard and may be oriented to the outside of the Coliseum, as identified on Appendices A, B, C, E and F of this Ordinance. Scoreboards are multi-dimensional structures that are located within the Coliseum or off-set from the perimeter wall of the Coliseum. The portion of a scoreboard, which is oriented to the interior of the Coliseum, shall not be treated as a Sign and shall not be regulated by this Ordinance. Notwithstanding the provisions of Section 3.A of this Ordinance, a permit for a Sign on the back of a Coliseum scoreboard shall not be subject to the provisions of Section 14.4.5 of the LAMC.
  
- d. **Peristyle Area Sign Limitations.** No permanent Signs may be placed on the Peristyle, as identified on Map 2 of this Ordinance. Banners and Projected Image Signs (and other forms of illumination) may be used on the Peristyle. Signs within the Peristyle Plaza, as indicated on Appendix E of this Ordinance, may include:
  - (i) Signs on kiosks, carts, temporary concession booths, and broadcast facilities;

- (ii) Banners;
- (iii) Inflatable Devices,
- (iv) Projected Image Signs;
- (v) Temporary Signs;
- (vi) Freestanding Iconic Elements / Statues; and
- (vii) Other Signs to be located within the Peristyle Plaza that are approved by the Director.

**2. Secondary Stadium Zone.**

- a. Allowed Signs. All Signs, which are allowed by this Ordinance, shall be allowed in the Secondary Stadium Zone, except for the following Signs, which shall be prohibited:
  - (i) Signs on the back of the scoreboards;
  - (ii) Stadium Freeway Signs;
  - (iii) Rim Signs; and
  - (iv) Soccer Stadium Sign (Secondary Site Sign).
- b. Allowed Sign Area. The Zone Sign Area within the Secondary Stadium Zone shall not exceed 10,000 square feet except that the Sign Area for the Exposition Park Existing Signs, Information Signs, and Temporary Signs shall not count against this limitation.
- c. Site Identity Signs. There shall be a maximum of two vehicle entry gate structures within the Secondary Stadium Zone (Sign 1E).

**3. Soccer Stadium Zone.**

- a. Allowed Signs. All Signs which are allowed by this Ordinance shall be allowed in the Soccer Stadium Zone, except for the following Signs, which shall be prohibited:
  - (i) Coliseum Identity Sign;
  - (ii) Stadium Freeway Signs; and
  - (iii) Rim Signs.
- b. Allowed Sign Area. The Zone Sign Area within the Soccer Stadium Zone shall not exceed 37,500 square feet except that the Sign Area for

Aerial View Signs, Information Signs, Large-Scale Architectural Lighting and Integral Large-Scale Architectural Lighting, and Temporary Signs shall not count against this limitation. Interior Signs shall not be regulated by this Ordinance and also shall not count against this limitation.

- c. Soccer Stadium Sign (Secondary Site Sign). One Soccer Stadium Sign (Secondary Site Sign) (Sign 1D) shall be allowed in the Soccer Stadium Zone.

#### **4. South Parking Lot Zone.**

- a. Allowed Signs. All Signs which are allowed by this Ordinance shall be allowed in the South Parking Lot Zone, except for the following Signs, which shall be prohibited:

- (i) Digital Display Signs facing south;
- (ii) Coliseum Identity Sign;
- (iii) Stadium Freeway Signs; and
- (iv) Soccer Stadium Sign (Secondary Site Sign).

- b. Allowed Sign Area. The Zone Sign Area within the South Parking Lot Zone shall not exceed 7,000 square feet except that the Sign Area for the Exposition Park Existing Signs, Information Signs, and Temporary Signs shall not count against this limitation.

#### **5. Freeway Zone.**

- a. Allowed Signs. The Existing Major Site Sign shall be allowed within the Freeway Zone east of the I-110 Freeway. Should the Existing Major Site Sign be removed, a replacement Major Site Sign shall be allowed within the Freeway Zone. In addition, up to three Stadium Freeway Signs may be located in the future on up to three other non-contiguous parcels in an expanded Freeway Zone subject to Director's consideration of the Project Permit Compliance for these Signs required by Section 6.D of this Ordinance. The Existing Major Site Sign and Stadium Freeway Signs may incorporate other types of Sign elements allowed by this Ordinance, including, but not limited to, Digital Displays, Channel Letters, and Large-Scale Architectural Lighting.
- b. Allowed Sign Area. The Sign Area of the Existing Major Site Sign and up to three Stadium Freeway Signs shall not count against the Total Sign Area limitation established by Section 8.F.1 of this Ordinance.

**F. Sign Area.**

**1. Total Sign Area and Temporary Sign Rights.**

a. **Total Sign Area.** The Total Sign Area available for Signs in the District shall be 77,175 square feet, provided, however, that the Sign Area of the following types of Signs shall be excluded in the calculation of Total Sign Area:

- (i) Aerial View Signs on the Soccer Stadium, which are regulated as to Sign Area pursuant to Section 9.A of this Ordinance;
- (ii) Existing Major Site Sign, which is regulated as to Sign Area pursuant to Section 9.G of this Ordinance;
- (iii) Stadium Freeway Signs, which are regulated as to Sign Area pursuant to Section 9.X of this Ordinance;
- (iv) Information Signs;
- (v) Interior Signs, which are not regulated by this Ordinance except for the review of an Interior Sign plan pursuant to Section 9.M of this Ordinance;
- (vi) Large-Scale Architectural Lighting and Integral Large-Scale Architectural Lighting, unless (a) such lighting includes Logos or (b) such lighting acts to extend a Sign image background over a larger architectural area, in which event the portions of such lighting containing Logos or extending a Sign image shall be included in the calculation of Total Sign Area;
- (vii) Coliseum Existing Signs and Exposition Park Existing Signs;
- (viii) Temporary Signs.

b. **Temporary Sign Area.** The maximum Sign Area of Temporary Signs authorized by this Ordinance shall be 10,000 square feet.

**2. Maximum Individual Sign Area.** The Maximum Individual Sign Area shall be as set forth in Table 8-1.

**Table 8-1  
MAXIMUM INDIVIDUAL SIGN AREA\***

<b>Sign Zone</b>	<b>Non-Digital Display Signs</b>	<b>Digital Display Signs</b>
<b>Soccer Stadium Zone</b>		
Vertical Sign Level 1	1,000 sf	500 sf
Vertical Sign Level 2	3,800 sf	5,600 sf
Vertical Sign Level 3	Limited to Aerial View Signs	Not permitted
<b>South Parking Lot Zone</b>		
Vertical Sign Level 1	500 sf	Not permitted
Vertical Sign Level 2	500 sf	4,000 sf

\* Does not apply to Aerial View Signs, Coliseum Existing Signs, Exposition Park Existing Signs, Interior Signs or Temporary Signs.

**G. Minimum Sign Separation.** Except as set forth in Section 8.H of this Ordinance, the minimum separation between Signs shall be as set forth in Table 8-2.

**Table 8-2  
MINIMUM SIGN SEPARATION\***

<b>Sign Zone</b>	
<b>Soccer Stadium Zone</b>	
Vertical Sign Level 1	4 ft
Vertical Sign Level 2	4 ft
Vertical Sign Level 3	8 ft
<b>South Parking Lot Zone</b>	
Vertical Sign Level 1	4 ft
Vertical Sign Level 2	4 ft

\* Does not apply to Coliseum Existing Signs, Exposition Park Existing Signs, Interior Signs or Temporary Signs.

**H. Signs Within More Than One Sign Zone or Vertical Sign Level.** Signs may be located in more than one Sign Zone and more than one Vertical Sign Level, provided that each portion of the Sign contained in each of the Sign Zone or Vertical Sign Level meets the applicable requirements of this Ordinance for that Sign Zone or Vertical Sign Level. In no event shall the Sign Area of an individual Sign exceed the Maximum Individual Sign Area for the Sign Zone or Vertical Sign Level in which the majority of the Sign is located. Adjustments for Identification Signs primarily located within one Vertical Sign Level, and protruding by less than 10 linear feet into a second, more restrictive Vertical Sign Level, may be processed to comply with the less restrictive Vertical Sign

Level requirements pursuant to a Project Permit Adjustment under Sections 6.D.4 and 6.D.5 of this Ordinance. Where portions of a Sign are subject to differing refresh rates, hours of operation or other regulations, each portion of the Sign shall be subject to the applicable regulations for the Vertical Sign Level in which that portion of the Sign is located. No Sign separations shall be required for a single Sign, which is located in more than one Sign Zone or Vertical Sign Level.

**I. Illumination.**

- 1. Generally.** Signs within the District may be illuminated by either internal or external means. Methods of Sign illumination may include electric lamps, such as neon tubes; fiber optics; incandescent lamps; LED; LCD; cathode ray tubes exposed directly to view; shielded spot lights; and wall wash fixtures.
- 2. Regulations.** Signs in the Soccer Stadium Zone and South Parking Lot Zone shall meet the following criteria with respect to illumination:
  - a. The intensity of each Sign display shall be controlled with a photocell with an adjustable set-point that measures available daylight. This set-point shall be used to control the intensity of the Sign output to either the daytime or nighttime brightness standards set forth below.
  - b. The brightness of any Sign that includes neon, neon-like, or LED elements shall be fully dimmable and controlled by a timer, which shall be maintained in good working order.
  - c. All illuminated Signs shall be designed, located, and/or screened so as to minimize light travel onto the exterior walls of residential units and the public right-of-way.
  - d. All light emitting diodes used within any illuminated Sign shall have a maximum horizontal beam spread of 165 degrees. The maximum or peak light output of any Sign shall be at or below horizontal.
  - e. The following additional illumination standards shall apply to all illuminated Signs in the Soccer Stadium Zone and South Parking Lot Zone:
    - (i) Illuminance from Signs shall not exceed 0.6 footcandles above ambient illuminance.
    - (ii) All illuminated Signs shall have a brightness after sunset and before sunrise of no greater than 600 candelas per square meter.
    - (iii) All Digital Display Signs shall transition smoothly at a consistent rate from the daytime brightness to the permitted

nighttime brightness levels, beginning 45 minutes prior to sunset and concluding 45 minutes after sunset.

- (iv) All Illuminated Signs shall comply with CALGreen (Part 11 of Title 24, California Code of Regulations).
- (v) Sign brightness and illuminance shall be measured for each Sign individually at an angle that is within 6 degrees of perpendicular to the Sign Face, and from a distance as defined by the following formula:

Measurement Distance (in feet) =  $\sqrt{\text{DisplayArea} \times 100}$   
where Display Area is the area of the sign display in square feet.

Measurements shall be performed by a testing agency approved by the Department of Building and Safety, and shall be paid for and submitted by the Owner of the Sign when requested by that Department.

3. Refresh Rate. The minimum required Controlled Refresh Rate for Signs in the Soccer Stadium Zone and South Parking Lot Zone shall be as follows:
- a. The Non-Controlled Refresh Rate shall apply to Digital Displays identified as Signs DD.05 and DD.06 in Appendices A and C of this Ordinance.
  - b. Scrolling Digital Displays shall be subject to the Scrolling Animated Refresh Rate.
  - c. Except as described in clauses (a) and (b) above, all Digital Displays shall be subject to Controlled Refresh Rate I.
  - d. The copy of Projected Image Signs shall be subject to Controlled Refresh Rate II.
  - e. Large-Scale Architectural Lighting and Integral Large-Scale Architectural Lighting shall be subject to Controlled Refresh Rate II except that such lighting may be subject to the Non-Controlled Refresh Rate for such lighting that qualifies as Interior Signs as defined in this Ordinance and lighting for certain special events if authorized by a determination of the Director.
  - f. Other than Coliseum Existing Signs, Exposition Park Existing Signs, Digital Displays, Integral Digital Displays, Scrolling Digital Displays, Projected Image Signs, Large-Scale Architectural Lighting, Integral

Large-Scale Architectural Lighting and Temporary Signs, all Signs and lighting shall remain static.

4. Sign Hours of Operation.

- a. Non-Digital Displays shall not be subject to restriction on hours of operation.
- b. The hours of operation for Digital Displays and Integral Digital Displays in the Soccer Stadium Zone and South Parking Lot Zone shall be as set forth in Table 8-3, except that when an event is held in the Soccer Stadium, such signs shall be turned off two hours following the end of the event or at 12:00 am (midnight), whichever is later. In no instance, regardless of the end time of the event, shall such signs operate past 2:00 am, except for Digital Display Sign DD.05, which shall be turned off at 11:00 pm everyday including on event days.
- c. Digital Display Sign DD.07 shall only be operated (i) on days when an event is held in the Soccer Stadium; and (ii) on days when special events occur in Exposition Park in connection with those special events, which shall be coordinated through an Event Hospitality Management Plan to be developed and implemented by the Applicant and the Office of Exposition Park Management.

Table 8-3

**PERMITTED HOURS OF OPERATION FOR DIGITAL DISPLAYS\***

Sign Zone and Vertical Sign Level	Controlled Refresh Rate	Non-Controlled Refresh Rate
<b>Soccer Stadium Zone</b>		
Vertical Sign Level 1	Dawn to 12:00 AM**	Dawn to 12:00 AM**
Vertical Sign Level 2	Dawn to 12:00 AM**	Dawn to 12:00 AM**
Vertical Sign Level 3	Not Permitted	Not Permitted
<b>South Parking Lot Zone</b>		
Vertical Sign Level 1	Dawn to 12:00 AM**	Not Permitted
Vertical Sign Level 2	Dawn to 12:00 AM**	Not Permitted

\* Does not apply to Coliseum Existing Signs, Exposition Park Existing Signs, and Interior Signs.

\*\* Except later hours as allowed by clause (b) above when events occur in the Soccer Stadium.

**J. Materials.** The materials, construction, application, location and installation of any Sign shall be in conformity with the Los Angeles Building Code and the Los Angeles Fire Code and shall be subject to the following requirements:

- 1. Signs shall not use highly reflective materials such as mirrored glass.

2. A Sign that is comprised of vinyl or other material may be attached to a wall with an adhesive approved by the Fire Department or by mechanical means approved by LADBS.
3. Signs comprised of mylar or other film-like transparent material, such as perforated vinyl, may be applied directly to Windows using materials approved by the Fire Department.
4. All new Signs and Sign Support Structures shall be made of noncombustible materials or plastics approved by both the Fire Department and LADBS. In the case of new or untested materials, the Applicant shall submit a sample of a Sign's material to both the Fire Department and LADBS for approval.

**K. Visual Maintenance.** All Signs shall be maintained to meet the following criteria at all times:

1. The building and ground area around all Signs shall be properly maintained. All unused mounting structures, hardware, and wall perforation from any abandoned Sign shall be removed and building surfaces shall be restored to their original condition.
2. All Sign copy shall be properly maintained and kept free from damage and other unsightly conditions, including graffiti.
3. All Sign Support Structures shall be kept in good repair and maintained in a safe and sound condition and in conformity with all applicable codes.
4. Razor wire, barbed wire, concertina wire, or other barriers preventing unauthorized access to any Sign, if any, shall be hidden from public view.
5. The Sign copy must be repaired or replaced immediately upon tearing, ripping, or peeling, or when marred or damaged by graffiti.
6. No access platform, ladder, or other service appurtenance, visible from the sidewalk, street, or public right-of-way, shall be installed or attached to any Sign Support Structure.
7. Signs that are no longer serving the current tenants, including Sign Support Structures, shall be removed and the building facades originally covered by the Signs shall be repaired and/or resurfaced with materials and colors that are compatible with the facades.
8. Any Sign that includes individual or corporate names as part of the building identification shall be designed so as to present internally consistent and internally proportionate Sign copy.

9. Signs that include individual or corporate names shall utilize lettering size and styles which are generally uniform, in order that all words or names within the Sign are not of a significantly different scale than the rest of the Sign copy.

**L. Outdoor Advertising Act.** Signs that are both visible from and located within 660 feet from the edge of the right-of-way of interstate highways or primary highways are subject to the Outdoor Advertising Act, as applicable or later amended. The Outdoor Advertising Act exempts from certain requirements Signs that are associated with an arena capable of providing a venue for professional sports on a permanent basis that have a capacity of 15,000 or more seats, such as the Coliseum and Soccer Stadium, and that meet the following standards:

1. The Signs must be used to advertise products, goods, or services sold by persons on the Premises of an Arena on a regular basis, or to advertise any products, goods, or services marketed or promoted on the Premises of an Arena subject to one or more Sponsorship Marketing Plan(s);
2. If located on the Premises of an Arena, the Signs must be authorized by an ordinance adopted by the City, such as this Sign District, that establishes regulations that include, at a minimum, all of the following:
  - (i) The number of Signs and total Sign Area allowed, which are set forth in Sections 8.E and 8.F of this Ordinance.
  - (ii) The Maximum Individual Sign Area, which is set forth in Sections 8.F Table 8-1 and Sections 8 and 9 of this Ordinance.
  - (iii) The minimum Sign separation, which is set forth in Section 8.G Table 8-2 of this Ordinance.
  - (iv) Illumination restrictions and regulations, including signage refresh rate, scrolling, and brightness, which are set forth in Section 8.I of this Ordinance.
  - (v) Illuminated Sign hours of operation, which is set forth in Section 8.I of this Ordinance.
3. If located off the Premises of an Arena, the Signs must be authorized by an ordinance adopted by the City, such as this Sign District, bear the name or logo of the arena, and be visible when approaching off-ramps from the interstate, primary, or state highways used to access the Premises of an Arena. Such Signs are regulated by the provisions governing Stadium Freeway Signs set forth in Section 9.X of this Ordinance.

**Section 9. STANDARDS FOR SPECIFIC TYPES OF SIGNS.**

**A. Aerial View Signs.**

1. General. Aerial View Signs shall be limited to the roof structures of the Soccer Stadium and the roof of the ancillary areas of the Soccer Stadium as shown on the Conceptual Sign Drawings in Appendix C.
2. Area.
  - a. Aerial View Signs on the Soccer Stadium shall not individually exceed 2,200 square feet and shall not collectively exceed 9,300 square feet.
  - b. Aerial View Signs shall not be included in the Zone Sign Area or Total Sign Area.

**B. Architectural Ledge Signs.**

1. General.
  - a. Individual letters or numbers no taller than 8 feet or a Logo no taller than 8 feet may stand atop a ledge.
  - b. Solid panels are not permitted as Architectural Ledge Signs.
  - c. Architectural Ledge Signs shall be oriented so that the message, graphic, or symbol on the Sign is approximately parallel with the facade of the structure to which the Sign is affixed.
2. Dimensions.
  - a. Height. The bottom of the ledge on which an Architectural Ledge Sign is located shall be at least 7 feet 6 inches above the natural or finished grade as measured vertically. The bottommost portion of a Sign suspended from an architectural ledge shall be at least 7 feet 6 inches (7'-6") above the natural or finished grade as measured vertically.
  - b. Suspension. Supports that are constructed for the purpose of supporting an Architectural Ledge Sign may not exceed 36 inches in height as measured vertically from the top of the letter or symbol to the bottom of the supporting architectural appurtenance, nor may those supports exceed 12 inches in width as measured horizontally.
3. Projection. A ledge designed to support an Architectural Ledge Sign may project a maximum of 36 inches from the Building Face where the Sign is located.

**C. Awning Signs.** Awning Signs shall comply with the requirements of the LAMC.

**D. Banner Signs.**

**1. General.**

- a. Banner Signs shall be used to identify events, facilities, activities or sponsors associated with the Coliseum, Soccer Stadium, Naming Sponsor(s), tenants of the Coliseum, Soccer Stadium, or Exposition Park.
- b. Banner Signs may be erected for an unlimited period of time and may be changed from time to time and are not restricted by the time period for Temporary Signs.
- c. A maximum of 25 percent of a Banner Sign may contain a commercial Logo, company name and/or other commercial message; provided, however, the Coliseum, Soccer Stadium, and Naming Sponsor(s) shall not be subject to the 25 percent limitation.

**2. Location.**

- a. Banner Signs may be attached to a building, but may not cover doors, vents, rescue windows, or other openings that serve occupants of the building.
- b. Banner Signs shall not be attached to walls or windows with adhesive.

**E. Captive Balloon Signs.**

**1. General.**

- a. Captive Balloon Signs shall be Temporary Signs and shall not be included in the calculation of Zone Sign Area or Total Sign Area.
- b. Captive Balloon Signs shall be equipped with a deflation device as may be required by LADBS or the Fire Department.

**2. Location.** Captive Balloon Signs may not be attached to the Coliseum.

**F. Digital Displays.**

**1. General.** Digital Displays shall be subject to the refresh rate and illumination regulations set forth in Section 8.I of this Ordinance.

**2. Location.**

- a. Digital Display Signs in the Soccer Stadium Zone may be located as shown on Conceptual Sign Drawings in Appendix C, except for variations from such locations as allowed by Section 8.C of this Ordinance.

- b. A Freestanding Digital Display Sign with two Sign Faces may be located in the northeast corner of the Soccer Stadium Zone identified as Sign ID.03 as shown on Conceptual Sign Drawings in Appendix C and illustrated in Appendix I
  - c. A Freestanding Digital Display Sign with two Sign Faces may be located in the southeast corner of the South Parking Lot Zone with Sign Faces directed east and west identified as Sign DD.10 as shown on Conceptual Sign Drawings in Appendix C and illustrated in Appendix G.
  - d. Digital Displays that are Interior Signs shall not be subject to regulation by this Ordinance or Article 4.4 of Chapter 1 of the LAMC.
  - e. Notwithstanding Subparagraph (a) above, the freestanding Digital Display Signs identified as Signs DD.09 shall be limited to a maximum of five (5) Signs along the east side of the Soccer Stadium and eight (8) Signs along the north side of the Soccer Stadium as shown on Conceptual Sign Drawings in Appendix C.
  - f. The Digital Display Sign identified as Sign DD.08 as shown on Conceptual Sign Drawings in Appendix C shall face east toward Figueroa Street.
3. Illumination. Digital Displays that are not Interior Signs shall comply with the illumination requirements in Section 8.I of this Ordinance.

**G. Existing Major Site Sign.**

- 1. General.
  - a. The Existing Major Site Sign, as shown on Appendices A, C and D of this Ordinance, shall not be limited by this Ordinance, unless the Existing Major Site Sign is substantially remodeled or replaced.
  - b. Replacement of the video or messaging elements of the Existing Major Site Sign with new elements or messaging shall not be considered a remodeling or replacement of the Sign as long as the height and width dimensions of the existing Sign are not exceeded.
  - c. This Sign may incorporate other types of Sign elements allowed by this Ordinance, including, but not limited to, Digital Display and Channel Letters.

**H. Hanging Signs.**

- 1. General.

- a. A Hanging Sign shall consist of individual letters or numbers no taller than 72 inches, or a Logo no taller than 72 inches; provided that within the first 20 feet above finished grade, individual letters or numbers and Logos shall not exceed 24 inches in height. Such letters, numbers, or Logo shall be suspended from a ledge.
  - b. Solid panels are not permitted as Hanging Signs.
  - c. Hanging Signs shall be oriented so that the message, graphic, or symbol on the Sign is approximately parallel with the facade of the structure to which the Sign is affixed.
  - d. No message, graphic or symbol shall be located on that portion of a Hanging Sign that is perpendicular to the facade of the structure to which the Sign is affixed.
2. Dimensions. The lowest portion of a suspended Hanging Sign shall be at least 7 feet 6 inches above the finished grade as measured vertically.
  3. Projection. A ledge designed to support a Hanging Sign may project a maximum of 36 inches from the Building Face where the Sign is located and a Hanging Sign shall project no more than 48 inches from the Building Face.

**I. Identification Signs.**

1. General. An Identification Sign may take the form of any type of Sign permitted by this Ordinance.
2. Sign Area. The Sign Area of individual Signs may vary in size from the Sign Areas listed in Appendix A of this Ordinance.
3. Location.
  - a. Identification Signs may be located in all Sign Zones unless restricted by regulations in this Ordinance applicable to the particular type of Sign.
  - b. Identification Signs are permitted to break the plane of a roof. Any portion of an Identification Sign that reaches above the plane of a roof shall consist of freestanding letters or characters that are not applied or attached to any background structure, building, or material, except as necessary for support.

**J. Inflatable Signs.**

1. General.

- a. An Inflatable Sign is a Temporary Sign and shall not be included in the calculation of Zone Sign Area or Total Sign Area.
- b. An Inflatable Sign shall be equipped with a rapid deflation device acceptable to LADBS and shall be anchored 60 inches off the ground.
- c. An Inflatable Sign shall not contain any text message except for the name of the business or event for which it is displayed, and may include the name of one or more Naming Sponsors.

**2. Location.**

- a. Inflatable Signs may be allowed in any Sign Zone except the Freeway Zone.
- b. Inflatable Signs may be attached to a building, except the historical elements of the Coliseum, and shall not cover doors, vents, rescue windows, or other openings that serve occupants of the building.

**K. Information Signs.**

- 1. Location. Information Signs shall not be limited as to location, except that Information Signs that are Pillar Signs shall not interfere or present a hazard to pedestrian or vehicular traffic.

**L. Integral Digital Displays.**

- 1. General. Integral Digital Displays are a subset of and shall be regulated as Digital Displays except as otherwise specifically set forth in this Ordinance.
- 2. Location. Integral Digital Displays shall be integral with the façade of the Soccer Stadium and generally consistent with the locations of Integral Digital Displays as shown on the Conceptual Sign Drawings in Appendix C of this Ordinance, except for variations from such locations as allowed by Section 8.C of this Ordinance.
- 3. Illumination. Integral Digital Displays shall comply with the illumination requirements of Section 8.I of this Ordinance.

**M. Interior Signs.**

- 1. General. Interior Signs shall not be regulated by this Ordinance or Article 4.4 of Chapter 1 of the LAMC except that prior to LADBS issuance of a final certificate of occupancy for the Soccer Stadium, the Applicant shall submit to the Director an Interior Sign plan for the Director's review and approval indicating the size, placement, and lighting methods of all Interior Signs to confirm:

- a. that all Interior Signs are consistent with the definition of Interior Sign provided in this Ordinance; and
- b. that no Interior Sign conflicts with any other applicable regulations in this Ordinance.

**N. Large-Scale Architectural Lighting and Integral Large-Scale Architectural Lighting.**

**1. General.**

- a. Large-Scale Architectural Lighting may serve to highlight or accentuate vertical, horizontal, or other elements of the structure and may be multi-hued and may mark special seasons, weather, or events with unique color arrangements.
- b. Large-Scale Architectural Lighting may be approved at the time of building design development by a Director's determination, and if so approved, shall not be subject to the requirements of Section 6.D of this Ordinance.
- c. Integral Large-Scale Architectural Lighting is a subset of Large-Scale Architectural Lighting and shall be regulated as Large-Scale Architectural Lighting except as otherwise specifically set forth in this Ordinance.

**2. Refresh Rate.**

- a. On the exterior of the Soccer Stadium, Large-Scale Architectural Lighting shall be consistent with Controlled Refresh Rate II and shall be considered a non-animated lighting element.
- b. In the interior of the Soccer Stadium, Large-Scale Architectural Lighting may have a Non-Controlled Refresh Rate and may be utilized in an animated fashion.

- 3. **Area.** Large-Scale Architectural Lighting shall be exempt from the calculation of Zone Sign Area and Total Sign Area for purposes of this Ordinance, except that Large-Scale Architectural Lighting that acts to extend a Sign image background over a larger architectural area shall be included in the calculation of Zone Sign Area and Total Sign Area.

**O. Marquee Signs.**

**1. General.**

- a. Marquee Signs may be Digital Display or Non-Digital Display Signs.

- b. Wall Signs located on any marquee shall be affixed to and shall not extend above or below the structure comprising the marquee. Cloth or Banner Signs or drop-roll curtains may be suspended below the marquee and may extend within 7 feet and 6 inches of the natural or finished grade as measured vertically.

**P. Monument Signs.**

- 1. Area. Monument Signs shall not be limited in individual Sign Area, except as may be limited by this Ordinance.
- 2. Height. Monument Signs shall be limited to a maximum overall height of 8 feet above the natural or finished grade as measured vertically.
- 3. Location. There shall be no limitation on the location of a Monument Sign relative to any another Sign, except that the location of any Monument Sign shall not interfere or present a hazard to pedestrian or vehicular traffic.

**Q. Pillar Signs.**

- 1. Location.
  - a. A Pillar Sign shall be set back at least 10 feet from an intersection of two roadways and/or a driveway and roadway and shall not interfere with or present a hazard to pedestrian or vehicular traffic.
  - b. There shall be no limitation on the location of a Pillar Sign relative to any another Sign, except that the location of the Pillar Sign shall not interfere or present a hazard to pedestrian or vehicular traffic.
- 2. Dimensions. A Pillar Sign shall not exceed the dimensions as shown in Appendix A of this Ordinance.

**R. Projected Image Signs.**

- 1. General.
  - a. Projected Image Signs shall not be classified as Digital Signs for implementation of this Ordinance.
  - b. Projected Image Signs shall be subject to the Refresh Rates in Section 8.1.3 of this Ordinance.

**S. Projecting Signs.**

- 1. General.

- a. The text, message or Logo on a Projecting Sign shall consist of individual, dimensional letters or graphic elements that are applied onto the Sign surface.
  - b. No text, message or Logo shall be permitted on that portion of a Projecting Sign that is parallel to the Building Face.
2. Location.
- a. A Projecting Sign shall align with major building elements such as cornices, string courses, window banding, or vertical changes in material or texture.
  - b. There shall be a minimum distance of 20 feet, measured horizontally, between a Projecting Sign and any other type Sign, except for a Identification Sign, Information Sign, Wall Sign, Window Sign.
3. Dimensions.
- a. A Projecting Sign shall not exceed 80 feet in height as measured vertically from the bottom of the Sign to the top of the Sign.
  - b. The width of the Sign Face of a Projecting Sign that is perpendicular to the building shall not exceed 20 percent of the overall height of the Sign and in no event shall exceed 6 feet. This measurement does not include the dimensions of the sign's supporting structure.
  - c. No portion of a Projecting Sign that is parallel to the Building Face shall exceed 48 inches in width.
4. Extension Above The Roof. A Projecting Sign may extend above the top of the wall or roof parapet of a building face but the extension shall not exceed 30 percent of the total vertical height of the Projecting Sign. In no event shall a Projecting Sign extend higher than 120 feet from grade.

**T. Roof Signs.**

- 1. General. Roof Signs shall consist of freestanding Channel Letters, characters or Logos that are not applied or attached to any background structure, building, or material, except as necessary for support.
- 2. Height. Roof Signs shall not exceed 96 inches in height.
- 3. Location. The plane of the Sign Face of a Roof Sign shall be approximately parallel to the Building Face.

**U. Scrolling Digital Displays.**

1. Location.
  - a. A Scrolling Digital Display shall be allowed only in the Soccer Stadium Zone.
  - b. A Scrolling Digital Display shall not cover the exterior of doors, vents, rescue windows or other openings that serve occupants of buildings.
  - c. The uppermost portion of a Scrolling Digital Display shall be a maximum of 50 feet above the natural or finished grade as measured vertically.
2. Height. A Scrolling Digital Display Sign shall not exceed 10 feet in vertical height dimension.

**V. Site Identity Signs.**

1. Location. Two vehicle entry gate structures, which shall only be located at the perimeter entrances to the District, as shown on Appendices A, C, and H of this Ordinance and may be used for Naming Sponsor(s).

**W. Soccer Stadium Sign (Secondary Site Sign).**

1. General. One Soccer Stadium Sign (Secondary Site Sign) shall be allowed in the Soccer Stadium Zone.
2. Location. The Soccer Stadium Sign shall be generally located as shown on the Conceptual Sign Drawings in Appendix C and conceptually illustrated in Appendix G of this Ordinance, except that the final orientation and placement of the Sign may be adjusted up to 50 feet horizontally as part of the Director's consideration of the Project Permit Compliance for this Sign required by Section 6.D of this Ordinance.
3. Height. The Soccer Stadium Sign may be a maximum of 100 feet in height, as measured from adjacent grade. Adjacent grade shall include any earthen berm that is provided as a foundation for the Sign.
4. Sign Area. The Soccer Stadium Sign may be multi-sided. The Sign Area for the Soccer Stadium Sign shall not exceed a combined sign area of 6,000 square feet.
5. Dimensions. The Soccer Stadium Sign shall have a 3.5:1 vertical to horizontal orientation.

6. Landscaping. Landscaping shall be provided at the base of the Sign, and a landscaping plan shall be approved by the Director prior to issuance of a building permit for the sign.
7. Design. The Soccer Stadium Sign shall be free-standing and mounted on the ground. Columns, poles or uprights used as its primary structural support shall be architecturally treated and themed. The Soccer Stadium Sign may incorporate a sculptural or themed shape or other types of Sign elements allowed by this Ordinance, including, but not limited to, Digital Display and Channel Letters.

**X. Stadium Freeway Signs.**

**1. General.**

- a. A maximum of three Stadium Freeway Signs are allowed by this Ordinance in addition to the Existing Major Site Sign. An amendment of this Ordinance shall be required to add the locations of additional Stadium Freeway Signs to the District.
- b. The specifics of a Stadium Freeway Sign shall be considered during the Project Permit review for each sign including future environmental review pursuant to the California Environmental Quality Act, but shall be limited to two sign faces and shall be separated a minimum of 500 feet from another Stadium Freeway Sign.
- c. The Stadium Freeway Signs may incorporate other types of Sign elements allowed by this Ordinance, including, but not limited to, Digital Display and Channel Letters.

**Y. Temporary Signs.**

**1. General.**

- a. Temporary Signs shall not include Banner Signs.
- b. Temporary Signs shall be removed within 180 days of installation.
- c. Temporary Signs shall not be included in the calculation of Zone Sign Area or Total Sign Area.
- d. Temporary Construction Signs on Temporary Construction Walls shall comply with the LAMC; provided, however, there shall be no Sign Area limitation, height limit or time limit for Temporary Construction Signs on Temporary Construction Walls.

**2. Location.**

- a. Temporary Signs may be located in all Sign Zones.
- b. Temporary Signs may be tacked, pasted or otherwise temporarily affixed to windows and/or on the walls of buildings, fences or other improvements, unless otherwise prohibited by this Ordinance.

**Z. Wall Signs.**

1. Sign Area. An individual Wall Sign shall not exceed 3,800 square feet in Sign Area.
2. Location. The location of a Wall Sign, with the exception of Temporary Signs, shall be in the location(s) shown on the Conceptual Sign Drawings attached as Appendix C or in such other location as may be approved pursuant to Section 6.C.3 of this Ordinance.

**AA. West End Scoreboard Sign.**

1. General. One West End Scoreboard Sign (Sign 1C) is allowed by this Ordinance as shown on Appendices A, B and F of this Ordinance as one of the Coliseum Existing Signs. The West End Scoreboard Sign may incorporate other types of Sign elements allowed by this Ordinance, including but not limited to, Digital Display and Channel Letters.

**BB. Window Signs.**

1. General.
  - a. Window Signs shall not be affixed to the exterior of a window.
  - b. No Window Sign shall be affixed to any window contained within the historic façade of the Coliseum.
2. Location. No portion of any Window Sign shall be located higher than 35 feet above grade.
3. Sign Area.
  - a. Window Signs located on or within 6 feet of the window plane, painted or attached, shall not exceed 15 percent of the glassed area of the Window in which the Window Sign is placed.
  - b. The aggregate area of all Window Signs shall be included in Zone Sign Area and the Total Sign Area.

**Section 10. INTERPRETATION.**

Whenever any ambiguity or uncertainty exists related to this Ordinance or the application of this Ordinance so that it is difficult to determine the precise application of these provisions, the Director shall, upon application by an Owner, operator or lessee, issue written interpretations on the requirements of this Ordinance consistent with the purpose and intent of this Ordinance. A request for an interpretation shall be filed pursuant to Section 11.5.7.H (Interpretations of Specific Plans).

**Section 11. SEVERABILITY.**

If any provision of this Ordinance or its application to any person or circumstance is held to be unconstitutional or otherwise invalid by any court of competent jurisdiction, the invalidity shall not affect other provisions, clauses or applications of said Ordinance, which can be implemented without the invalid provision, clause or application, and to this end, the provisions and clauses of this Supplemental Use District Ordinance are declared to be severable.

**Sec. 12.** The City Clerk shall certify to the passage of this ordinance and have it published in accordance with Council policy, either in a daily newspaper circulated in the City of Los Angeles or by posting for ten days in three public places in the City of Los Angeles: one copy on the bulletin board located at the Main Street entrance to the Los Angeles City Hall; one copy on the bulletin board located at the Main Street entrance to the Los Angeles City Hall East; and one copy on the bulletin board located at the Temple Street entrance to the Los Angeles County Hall of Records.

I hereby certify that this ordinance was passed by the Council of the City of Los Angeles at its meeting of MAY - 6 2016

HOLLY L. WOLCOTT, City Clerk

By  Deputy

Approved 5/12/16

  
Mayor

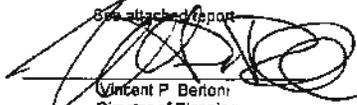
Approved as to Form and Legality

MICHAEL N. FEUER, City Attorney

By   
KENNETH T. FONG  
Deputy City Attorney

Date 4-27-16

Pursuant to Charter Section 559, I approve this ordinance on behalf of the City Planning Commission and recommend that it be adopted

4-26 2016  
See attached report  
  
Vincent P. Bertoni  
Director of Planning

File No(s) CF 15-1541

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**DECLARATION OF POSTING ORDINANCE**

I, JUAN VERANO, state as follows: I am, and was at all times hereinafter mentioned, a resident of the State of California, over the age of eighteen years, and a Deputy City Clerk of the City of Los Angeles, California.

**Ordinance No. 184290 – Establishing the Coliseum and Soccer Stadium Sign District pursuant to the provisions of Section 13.11 of the Los Angeles Municipal Code**– a copy of which is hereto attached, was finally adopted by the Los Angeles City Council on **May 6, 2016**, and under the direction of said City Council and the City Clerk, pursuant to Section 251 of the Charter of the City of Los Angeles and Ordinance No. 172959, on **May 12, 2016** I posted a true copy of said ordinance at each of the three public places located in the City of Los Angeles, California, as follows: 1) one copy on the bulletin board located at the Main Street entrance to the Los Angeles City Hall; 2) one copy on the bulletin board located at the Main Street entrance to the Los Angeles City Hall East; 3) one copy on the bulletin board located at the Temple Street entrance to the Los Angeles County Hall of Records.

Copies of said ordinance were posted conspicuously beginning on **May 12, 2016** and will be continuously posted for ten or more days.

I declare under penalty of perjury that the foregoing is true and correct.

Signed this **12th** day of **May 2016** at Los Angeles, California.

  
\_\_\_\_\_  
Juan Verano, Deputy City Clerk

**Ordinance Effective Date: June 21, 2016**

**Council File No. 15-1541**

SCHEDULE 9.2(A)

**APPENDIX A**  
**APPROVED SIGNS**

*[Appendix A follows this page.]*

ITEM NUMBER	DESCRIPTION	CONSTRUCTION	STADIUM ZONE	ON-SITE	TYPE	HEIGHT	WIDTH	AREA	QTY	TOTAL SQUARE
<b>PRIMARY STADIUM ZONE - EXTERIOR SIGNS</b>										
1A	COLISEUM IDENTITY	COLISEUM RIM SIGN	PRIMARY STADIUM ZONE	ON-SITE	INTERNAL	12'-0"	1250'-0"	15000	1	15000
1B	COLISEUM IDENTITY	MONUMENT SIGN	PRIMARY STADIUM ZONE	ON-SITE	EXTERNAL	8'-0"	125'-0"	1000	1	1000
1C	COLISEUM IDENTITY	WEST END SCOREBOARD	PRIMARY STADIUM ZONE	MARKETING SPONSORSHIP	INTERNAL	30'-0"	1125'-0"	33750	1	33750
1F	GATE IDENTITY	CHANNEL LETTERS	PRIMARY STADIUM ZONE	N/A	INTERNAL	5'-0"	75'-0"	375	5	1875
1H	STADIUM SPONSOR IDENTITY	STADIUM SPONSOR SIGN	PRIMARY STADIUM ZONE	ON-SITE/MARKETING SPONSORSHIP	INTERNAL	40'-0"	40'-0"	1600	2	3200
1J	COURSE/NAV/TEAM IDENTITY	BANNER SIGN	PRIMARY STADIUM ZONE	ON-SITE/MARKETING SPONSORSHIP	EXTERNAL	20'-0"	20'-0"	400	3	1200
									TOTAL AREA	58125
<b>PRIMARY STADIUM ZONE - INTERIOR SIGNS</b>										
2A	STADIUM IDENTITY	WEST END SCOREBOARD	PRIMARY STADIUM ZONE	ON-SITE/MARKETING SPONSORSHIP	INTERNAL	8'-0"	100'-0"	800	1	800
2B	COLISEUM IDENTITY	STADIUM IDENTITY SIGN	PRIMARY STADIUM ZONE	ON-SITE/MARKETING SPONSORSHIP	INTERNAL LED	8'-0"	130'-0"	1040	1	1040
2C	STADIUM SPONSOR IDENTITY	PAINTED LOGO ON FIELD	PRIMARY STADIUM ZONE	ON-SITE/MARKETING SPONSORSHIP	NON-ILLUMINATED	40'-0"	40'-0"	1600	2	3200
2D	STADIUM SPONSOR IDENTITY	TUING IDENTITY SIGN	PRIMARY STADIUM ZONE	ON-SITE/MARKETING SPONSORSHIP	LED MATRIX	8'-0"	85'-0"	680	1	680
									TOTAL AREA	6400
<b>SECONDARY STADIUM ZONE</b>										
1E	SITE IDENTITY	VEHICLE ENTRY GATE	SECONDARY STADIUM ZONE	ON-SITE/MARKETING SPONSORSHIP	INTERNAL	35'-0"	90'-0"	3150	1	3150
									TOTAL AREA	3150
<b>SOCCER STADIUM ZONE</b>										
1D	SOCCER STADIUM IDENTITY	DIGITAL DISPLAY 2 SIDED	SOCCER STADIUM ZONE	MARKETING SPONSORSHIP	INTERNAL LED	100'-0"	28'-0"	2800	2	5600
									TOTAL AREA	5600
<b>FREEMWAY ZONE</b>										
1G	MAJOR SITE SIGN	IDENTIFICATION SIGN	FREEMWAY ZONE	ON-SITE/MARKETING SPONSORSHIP	INTERNAL LED	35'-0"	40'-0"	1400	1	1400
									TOTAL AREA	1400

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APPENDIX A.1 Los Angeles Football Club (LAFC) Stadium Project | Apr 15, 2018 | 11

SCHEDULE 9.2(A)

ID	Category	Sign Type	Location	Material	Orientation	Height	Width	Area	Quantity	Total Area
10.01	TEAM IDENTITY	WALL SIGN	SOCCER STADIUM ZONE	ON-SITE/MARKETING SPONSORSHIP	INTERNAL	12'-0"	18'-0"	216	4	864
10.02	TEAM IDENTITY	WALL SIGN	SOCCER STADIUM ZONE	ON-SITE/MARKETING SPONSORSHIP	INTERNAL	26'-0"	146'-0"	3796	3	11388
10.03	TEAM IDENTITY	DIGITAL DISPLAY	SOCCER STADIUM ZONE	ON-SITE/MARKETING SPONSORSHIP	INTERNAL	25'-0"	12'-0" X 8'-0"	300	2 FACES	600
10.04	TEAM IDENTITY	PILLAR SIGN	SOCCER STADIUM ZONE	ON-SITE/MARKETING SPONSORSHIP	INTERNAL	20'-0"	4'-0" X 4'-0"	80	7	560
10.05	TEAM IDENTITY	PILLAR SIGN	SOUTH PARKING LOT ZONE	ON-SITE/MARKETING SPONSORSHIP	INTERNAL	20'-0"	4'-0" X 4'-0"	80	7	560
10.06	TEAM IDENTITY	MONUMENT SIGN	SOCCER STADIUM ZONE	ON-SITE/MARKETING SPONSORSHIP	INTERNAL	4'-0"	82'-0"	328	3	984
<b>Total Area</b>										<b>7340</b>
11.01	STADIUM IDENTITY	CHANNEL LETTERS/WALL SIGN	SOCCER STADIUM ZONE	SPONSORSHIP	INTERNAL	6'-0"	30'-0"	180	8	1440
11.02	STADIUM IDENTITY	CHANNEL LETTERS/WALL SIGN	SOCCER STADIUM ZONE	SPONSORSHIP	INTERNAL	6'-0"	30'-0"	180	1	180
11.03	STADIUM IDENTITY	CHANNEL LETTERS/WALL SIGN	SOCCER STADIUM ZONE	SPONSORSHIP	INTERNAL	8'-0"	20'-0"	160	2	320
11.04	STADIUM IDENTITY	CHANNEL LETTERS/WALL SIGN	SOUTH PARKING LOT ZONE	SPONSORSHIP	INTERNAL	6'-0"	54'-0"	324	3	972
11.05	STADIUM IDENTITY	PILLAR SIGN	SOUTH PARKING LOT ZONE	SPONSORSHIP	INTERNAL	20'-0"	4'-0" X 4'-0"	80	8	640
11.06	STADIUM IDENTITY	CHANNEL LETTERS/WALL SIGN	SOCCER STADIUM ZONE	SPONSORSHIP	INTERNAL	8'-0"	54'-0"	432	2	864
11.07	STADIUM IDENTITY	PILLAR SIGN	SOCCER STADIUM ZONE	SPONSORSHIP	INTERNAL	20'-0"	4'-0" X 4'-0"	80	11	880
11.08	SITE IDENTITY	VEHICLE ENTRY GATE	SOUTH PARKING LOT ZONE	SPONSORSHIP	INTERNAL	4'-0"	54'-0"	216	3	648
11.09	STADIUM IDENTITY	DIGITAL SIGN	SOCCER STADIUM ZONE	ON-SITE SPONSORSHIP	INTERNAL	40'-0"	12'-0" X 10'-0"	480	2 SIDES	960
<b>Total Area</b>										<b>7172</b>
AS.01	STADIUM IDENTITY	AERIAL VIEW SIGN	SOCCER STADIUM ZONE	ON-SITE SPONSORSHIP	INTERNAL	28'-0"	34'-0"	952	4	3808
AS.02	STADIUM IDENTITY	AERIAL VIEW SIGN	SOCCER STADIUM ZONE	ON-SITE SPONSORSHIP	INTERNAL	34'-0"	48'-0"	1632	3	4896
<b>Total Area</b>										<b>8704</b>
12.01	RETAIL TENANT IDENTITY	CHANNEL LETTERS/WALL SIGN	SOCCER STADIUM ZONE	ON-SITE	INTERNAL	5'-4" (typ. ave.)	43'-0" (typ. ave.)	233.5 (typ. ave.)	TBD	8777.5
12.02	RETAIL TENANT IDENTITY	CHANNEL LETTERS/WALL SIGN	SOCCER STADIUM ZONE	ON-SITE	INTERNAL	20'-0"	35'-0"	700	3	2100
<b>Total Area</b>										<b>10877.5</b>

APPENDIX A- Approved Signs

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APPENDIX A.2

Los Angeles Football Club (LAFC) Stadium Project | April 3, 2016

SCHEDULE 9.2(A)

DD-01	DIGITAL DISPLAY	INTEGRAL DIGITAL DISPLAY	SOCCER STADIUM ZONE	SPONSORSHIP	INTERNAL	10'-0"	2'-0"	40	10	400	
DD-02	DIGITAL DISPLAY	INTEGRAL DIGITAL DISPLAY	SOCCER STADIUM ZONE	SPONSORSHIP	INTERNAL	6'-0"	4'-0"	288	2	576	
DD-03	DIGITAL DISPLAY	INTEGRAL DIGITAL DISPLAY	SOCCER STADIUM ZONE	SPONSORSHIP	INTERNAL	14'-0"	4'-0"	672	4	2688	
DD-04	NOT USED										
DD-05	DIGITAL DISPLAY	INTEGRAL DIGITAL DISPLAY	SOCCER STADIUM ZONE	SPONSORSHIP	INTERNAL	12'-0"	50'-0"	3320	1	1320	
DD-06	DIGITAL DISPLAY	INTEGRAL DIGITAL DISPLAY	SOCCER STADIUM ZONE	SPONSORSHIP	INTERNAL	22'-0"	40'-0"	880	1	880	
DD-07	DIGITAL DISPLAY	INTEGRAL DIGITAL DISPLAY	SOCCER STADIUM ZONE	SPONSORSHIP	INTERNAL	8'-0"	75'-0"	600	1	600	
DD-08	DIGITAL DISPLAY	INTEGRAL DIGITAL DISPLAY	SOCCER STADIUM ZONE	OFF SITE SPONSORSHIP	INTERNAL	10'-0"	40'-0"	400	1	400	
DD-09	DIGITAL DISPLAY	BILLBOARD SIGN	SOCCER STADIUM ZONE	OFF SITE SPONSORSHIP	INTERNAL	10'-0"	2'-0"	20	11	260	
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	
										Total Area	11124
CO-00	CONCOURSE IDENTIFY	BANNER SIGNS (THROUGH ZONE)	SOCCER STADIUM ZONE	TEAM SPONSORSHIP	Non-Illuminated	10'-0"	2'-0"	20	36	1120	
										Total Area	1120
GI-01	GATE ENTRY IDENTIFY	CHANNEL LETTERS/WALL SIGN	SOCCER STADIUM ZONE	ON SITE SPONSORSHIP	INTERNAL	8'-0"	70'-0"	160	6	960	
GI-02	GATE/TEAM-STADIUM ENTRY IDENTIFY	CHANNEL LETTERS/WALL SIGN	SOCCER STADIUM ZONE	ON SITE SPONSORSHIP	INTERNAL	4'-0"	10'-0"	40	1	40	
										Total Area	1000

Genster

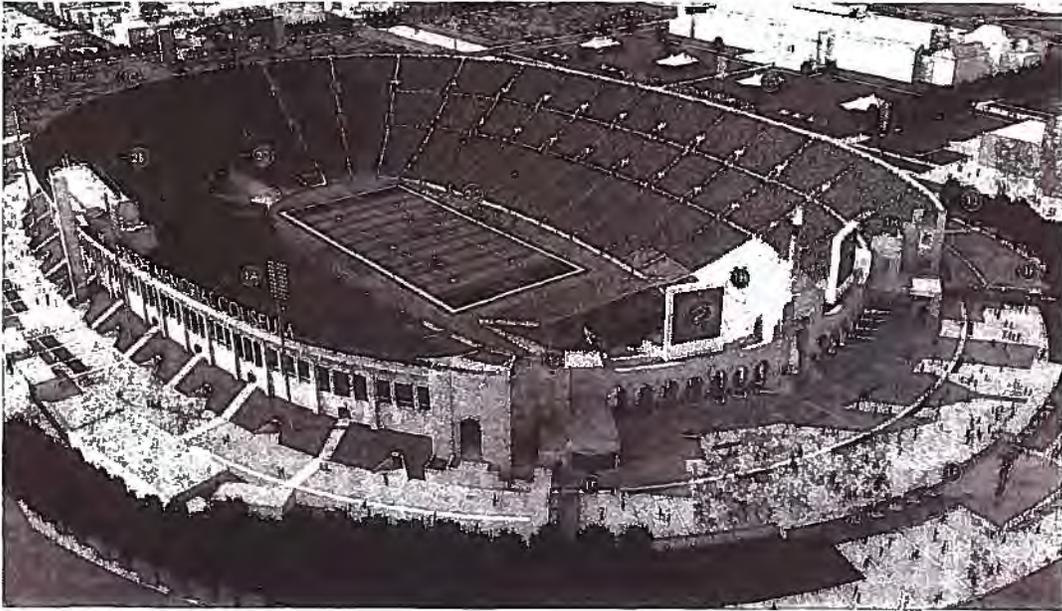
APPENDIX A.3

APPENDIX A- Approved Signs  
Los Angeles Football Club (LAFC) Stadium Project | April 5, 2016 | 11

## SCHEDULE 9.2(A)

**APPENDIX B**  
**CONCEPTUAL SIGN LOCATIONS FOR COLISEUM**  
*[Appendix B follows this page.]*

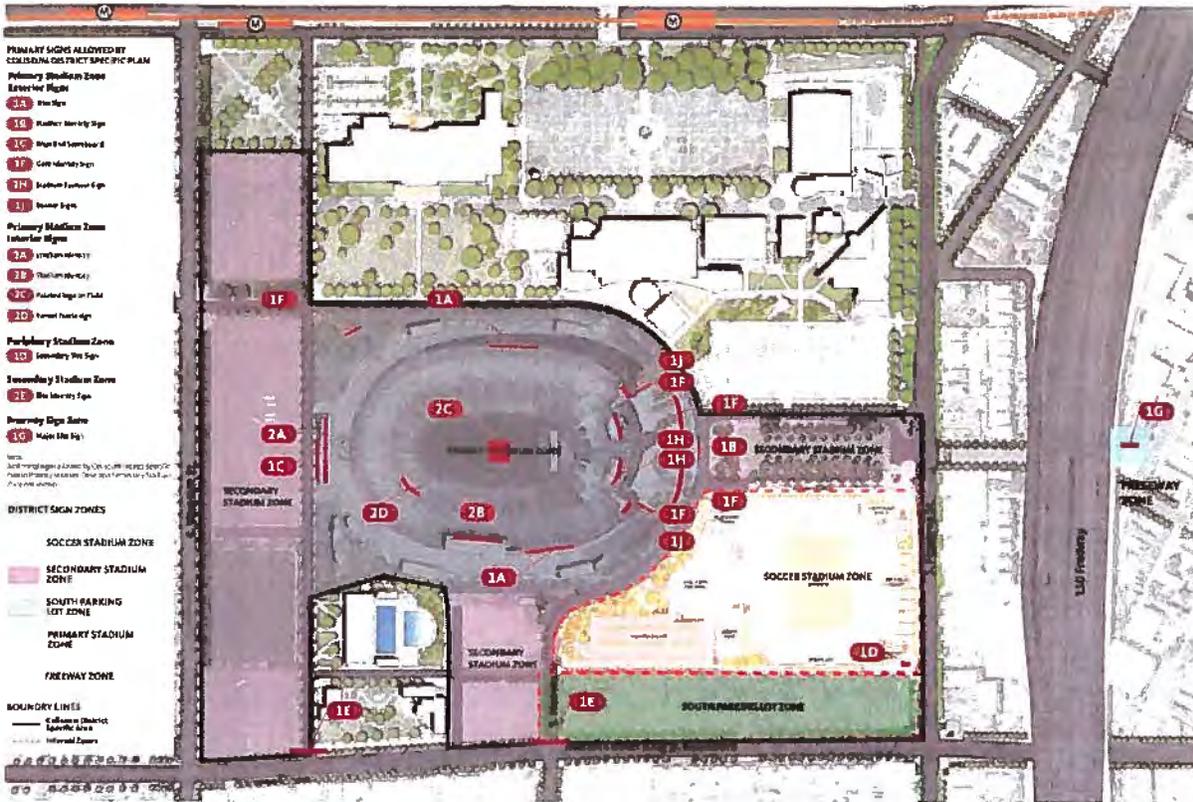
**Appendix B**  
**Conceptual Sign Locations for Coliseum**



SCHEDULE 9.2(A)

**APPENDIX C**  
**CONCEPTUAL SIGN DRAWINGS FOR DISTRICT AND CONCEPTUAL**  
**ELEVATIONS FOR SOCCER STADIUM**

*[Appendix C follows this page.]*



Appendix C Conceptual Sign Drawings for District and Conceptual Elevations for Soccer Stadium

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Los Angeles Football Club (LAFC) Stadium Project | December 30, 2015 | 11

SCHEDULE 9.2(A)

**SIGN TYPE LEGEND**

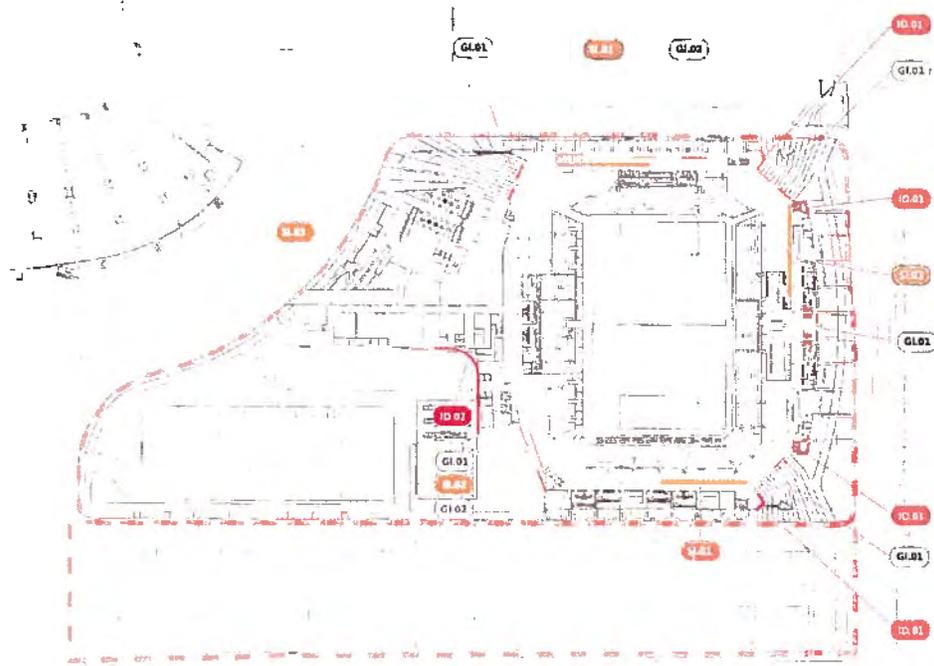
**Building Mounted Signs**

- ID.00 Team Identity
- SI.00 Stadium Identity
- AS.00 Aerial View Stadium Identity
- RT.00 Retail Tenant Identity
- DD.00 Digital Display
- GI.00 Gate Identity

**NOTE**  
Interior Signs are not subject to regulation by the sign district ordinance and are not shown

**NOTE**  
All proposed sign locations are approximate and may require modifications of location based on final design

Signs may be relocated vertically and horizontally in accordance with the requirements of the sign district ordinance



**Appendix C Conceptual Sign Drawings for District and Conceptual Elevations for Soccer Stadium**

**Gensler**

Los Angeles Football Club (LAFC) Stadium Project | December 10, 2015 | 2

**SCHEDULE 9.2(A)**

**SIGNTYPE LEGEND**

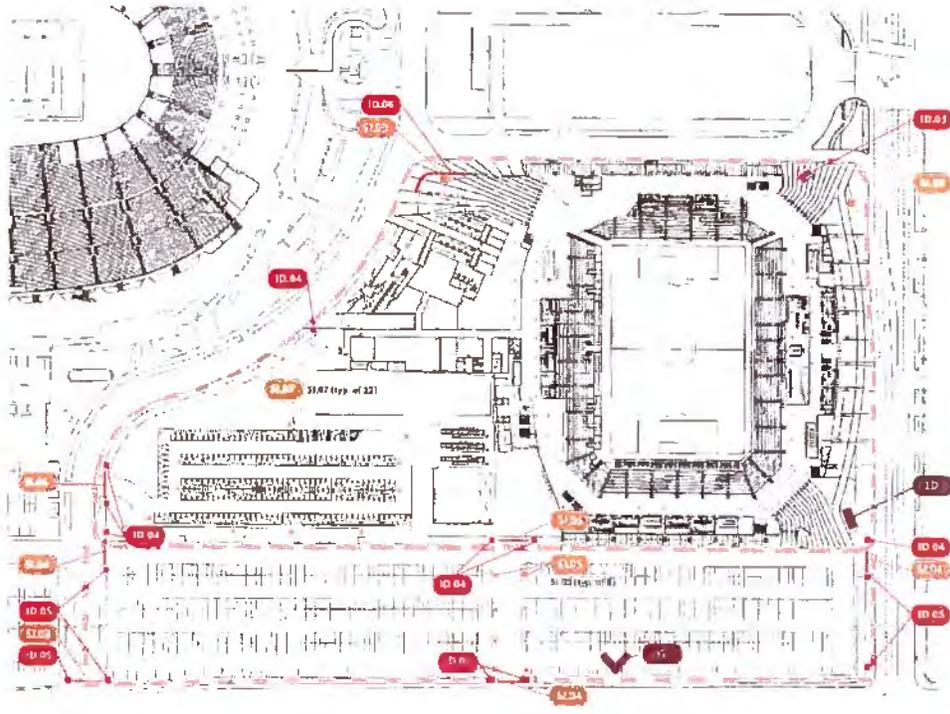
**Site Located Signs**

- ID.00  
Team Identity
- SL.00  
Stadium Identity
- AS.00  
Aerial View Stadium Identity
- RT.00  
Retail Tenant Identity
- DD.00  
Digital Display
- GI.00  
Gate Identity

**NOTE**  
Interior Signs are not subject to regulation by the sign district ordinance and are not shown.

**NOTE**  
All proposed sign locations are approximate and may require modifications of location based on final design.

Signs may be relocated vertically and horizontally in accordance with the requirements of the sign district ordinance.



Appendix C - Conceptual Sign Drawings for District and Conceptual Elevations for Soccer Stadium

**Gensler**

Los Angeles Football Club (LAFC) Stadium Project | December 10, 2015 | 3

**SIGN TYPE LEGEND**

**Building Mounted Signs**

**ID.00**

Team Identity

**IS.00**

Stadium Identity

**AS.00**

Aerial View Stadium Identity

**RT.01**

Retail Tenant Identity

**DD.00**

Digital Display

**GI.00**

Gate Identity

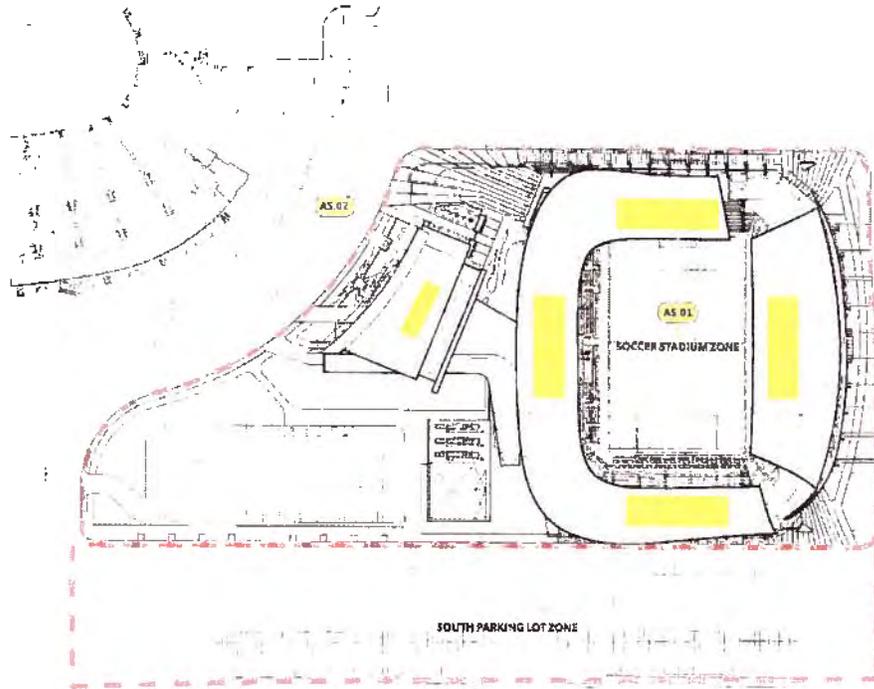
**NOTE**

Interior Signs are not subject to regulation by the sign district ordinance and are not shown

**NOTE**

All proposed sign locations are approximate and may require modifications of location based on final design

Signs may be relocated vertically and horizontally in accordance with the requirements of the sign district ordinance



**Appendix C - Conceptual Sign Drawings for District and Conceptual Elevations for Soccer Stadium**

**Gensler**

Los Angeles Football Club (LAFC) Stadium Project | December 10, 2015 | 14

**SCHEDULE 9.2(A)**

**SIGN TYPE LEGEND**

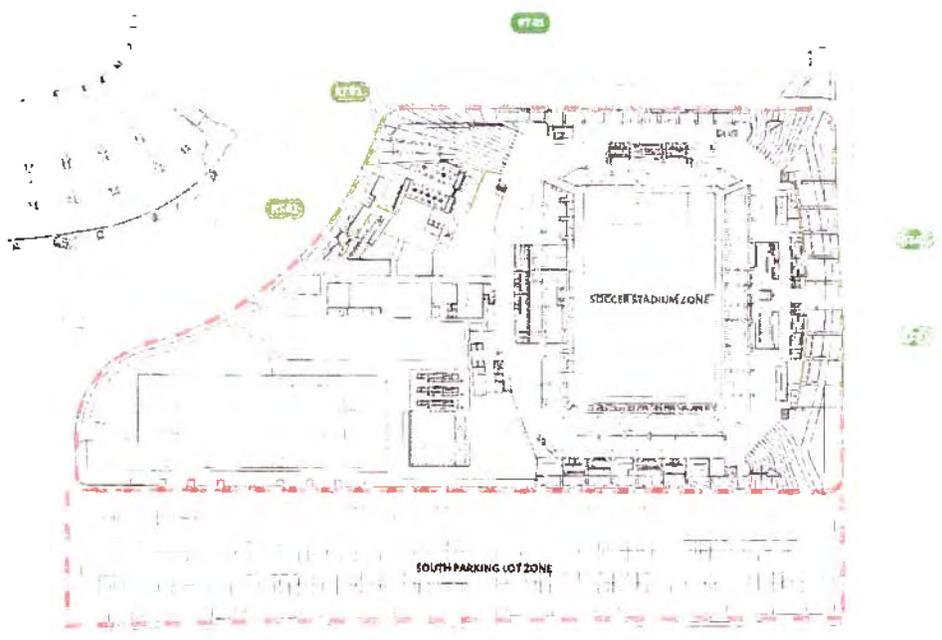
**Building Mounted Signs**

- ID.00  
Team Identity
- SI.00  
Stadium Identity
- AS.00  
Aerial View Stadium Identity
- RT.00  
Retail Tenant Identity
- DD.00  
Digital Display
- GI.00  
Gate Identity

**NOTE:**  
Interior Signs are not subject to regulation by the sign district ordinance as they are not shown

**NOTE:**  
All proposed sign locations are approximate and may require modifications of location based on final design

Signs may be relocated vertically and horizontally in accordance with the requirements of the sign district ordinance.



Appendix C - Conceptual Sign Drawings for District and Conceptual Elevations for Soccer Stadium

**Gensler**

Los Angeles Football Club (LAFC) Stadium Project | December 30, 2015 | 5

**SCHEDULE 9.2(A)**

**SIGN TYPE LEGEND**

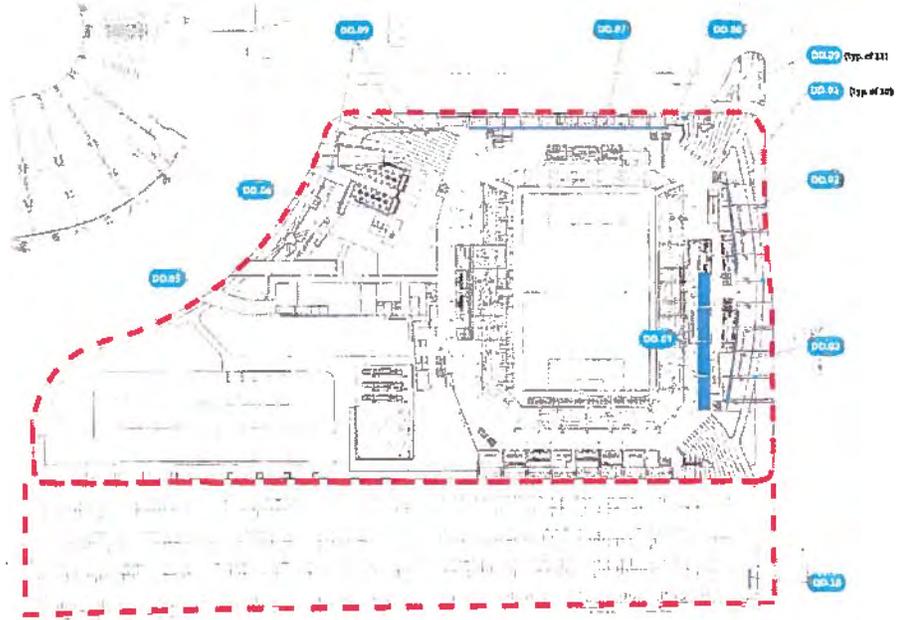
**Building Mounted Signs**

- TD.00 Team Identity
- SD.00 Stadium Identity
- AS.00 Aerial View Stadium Identity
- RT.00 Retail Tenant Identity
- DD.00 Digital Display
- GI.00 Gate Identity

**NOTE:**  
Interior Signs are not subject to regulation by the sign district ordinance and are not shown.

**NOTE:**  
All proposed sign locations are approximate and may require modifications of location based on final design

Signs may be relocated vertically and horizontally in accordance with the requirements of the sign district ordinance



**Appendix C - Conceptual Sign Drawings for District and Conceptual Elevations for Soccer Stadium**

**Gensler**

Los Angeles Football Club (LAFC) Stadium Project | April 5, 2016 | 6

**SCHEDULE 9.2(A)**



**NORTH STADIUM ELEVATION**



**SOUTH STADIUM ELEVATION**

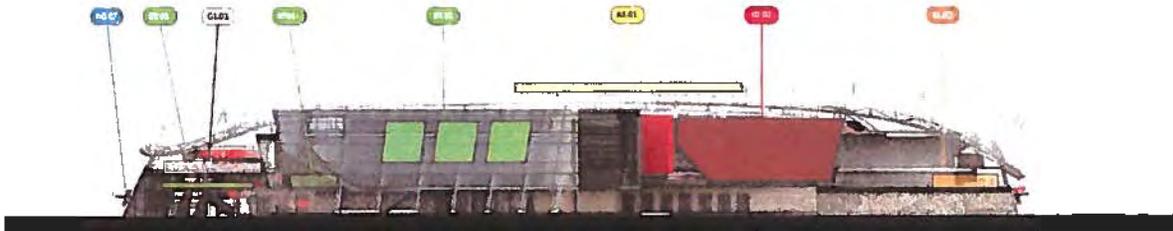
NOTE:  
Interior Signs are not subject to regulation by the sign district ordinance and are not shown.

NOTE:  
All proposed sign locations are approximate and may require modifications of location based on final design.  
Signs may be relocated vertically and horizontally in accordance with the requirements of the sign district ordinance.

Appendix C - Conceptual Sign Drawings for District and Conceptual Elevations for Soccer Stadium

**Gensler**

Los Angeles Football Club (LAFC) Stadium Project | December 10, 2015 17



**WEST STADIUM ELEVATION**



**EAST STADIUM ELEVATION - FIGUEROA ST.**

**NOTE**

Interior Signs are not subject to regulation by the sign district ordinance and are not shown.

**NOTE**

All proposed sign locations are approximate and may require modifications of location based on final design.  
Signs may be relocated vertically and horizontally in accordance with the requirements of the sign district ordinance.

**Append x C - Conceptual Sign Drawings for District and Conceptual Elevations for Soccer Stadium**

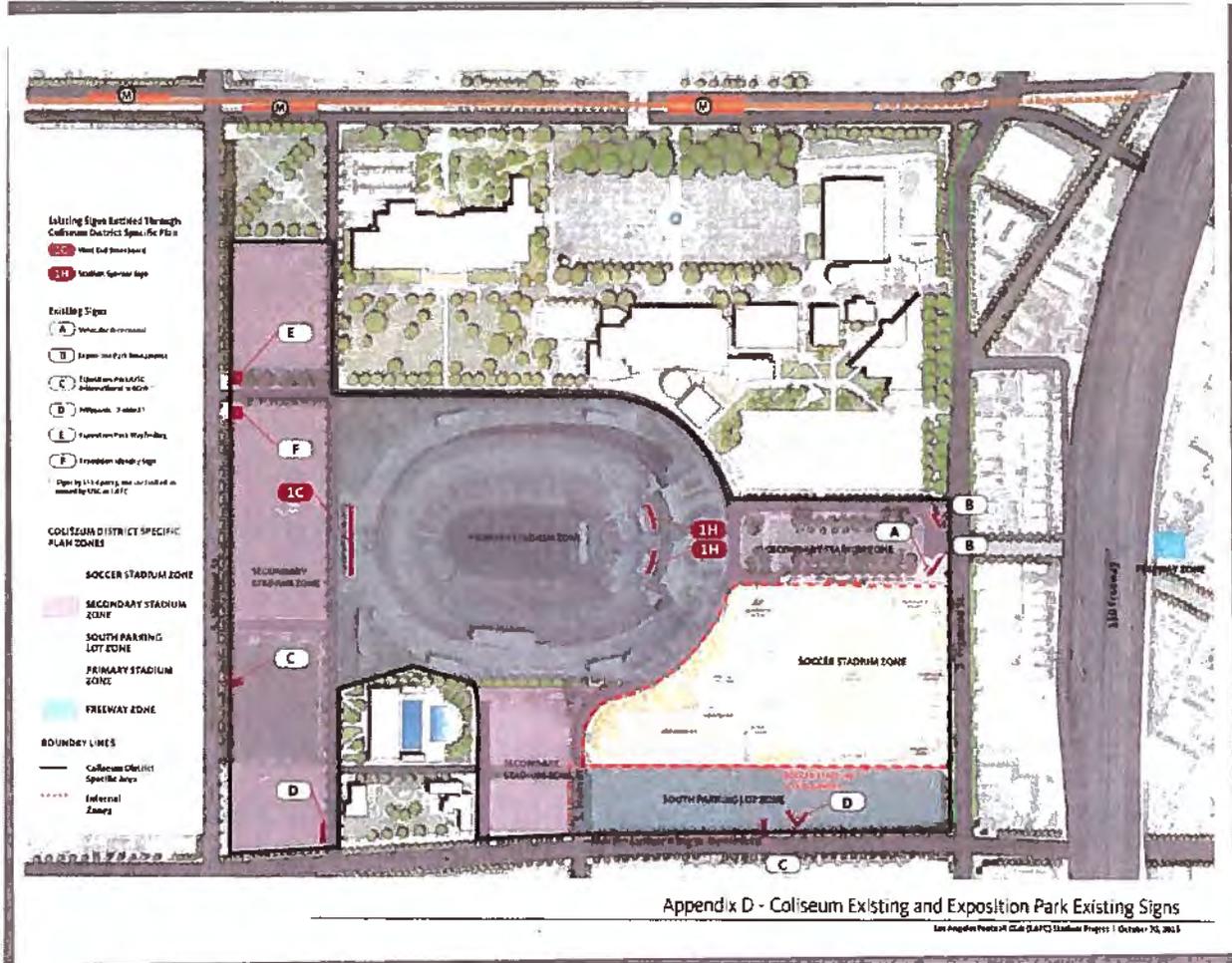
**Gensler**

Los Angeles Football Club (LAFC) Stadium Project | December 10, 2015 | 8

**SCHEDULE 9.2(A)**

**APPENDIX D**  
**COLISEUM EXISTING AND EXPOSITION PARK EXISTING SIGNS**

*[Appendix D follows this page.]*



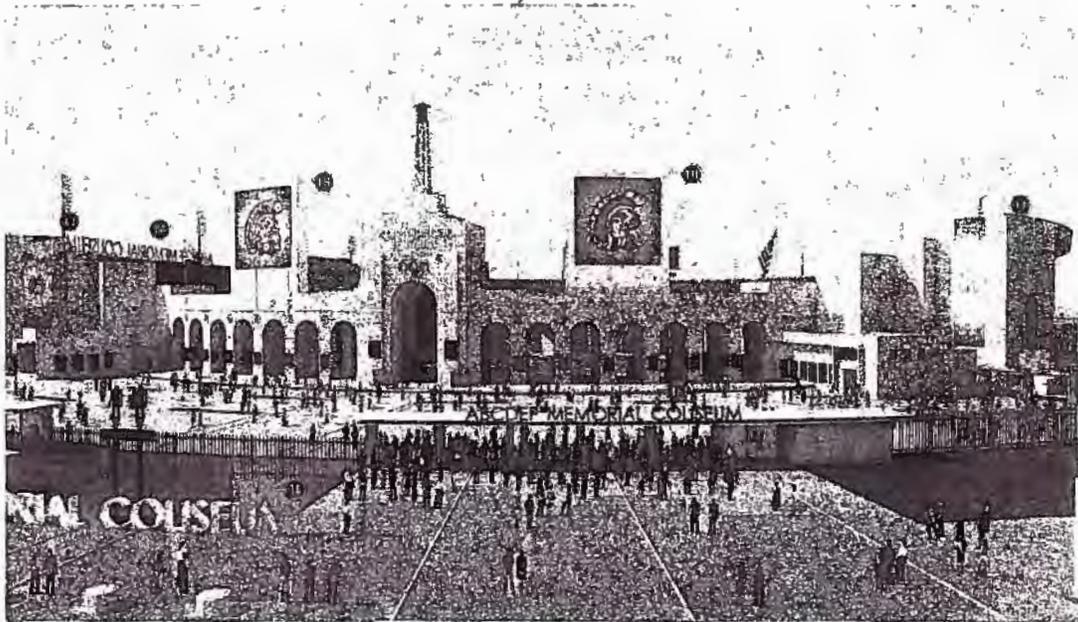
SCHEDULE 9.2(A)

**APPENDIX E**

**PERISTYLE VIEW**

*[Appendix E follows this page.]*

**Appendix E  
Peristyle View**

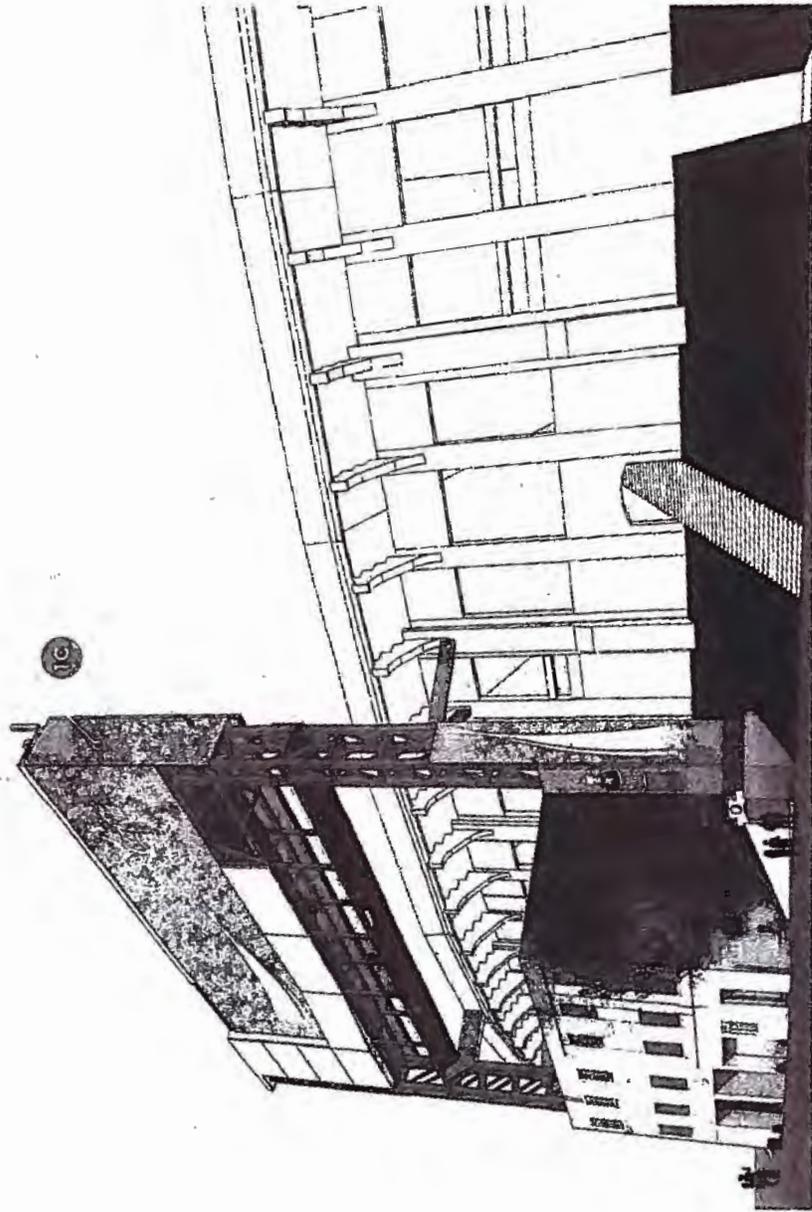


**SCHEDULE 9.2(A)**

**APPENDIX F**  
**WEST END SCOREBOARD SIGN (SIGN 1C)**

*{Appendix F follows this page.}*

**Appendix F  
West End Scoreboard Sign (Sign 1C)**

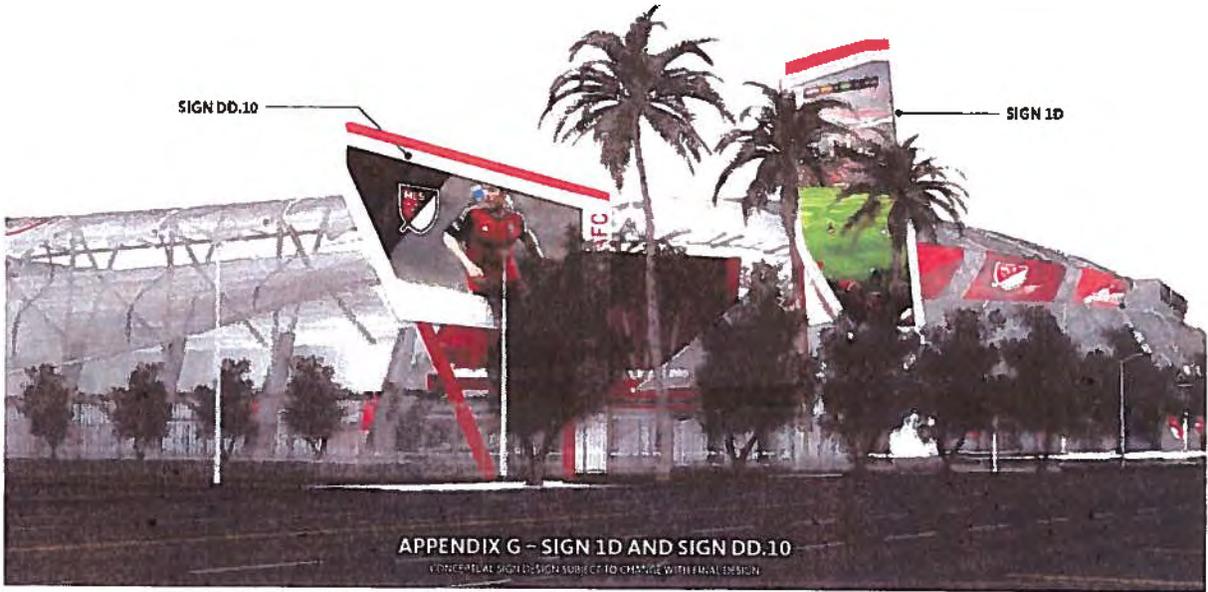


SCHEDULE 9.2(A)

**APPENDIX G**

**SOCCER STADIUM SIGN (SECONDARY SITE SIGN) (Sign 1D) and DIGITAL  
DISPLAY (SIGN DD.10)**

*[Appendix G follows this page.]*



APPENDIX G - SIGN 1D AND SIGN DD.10

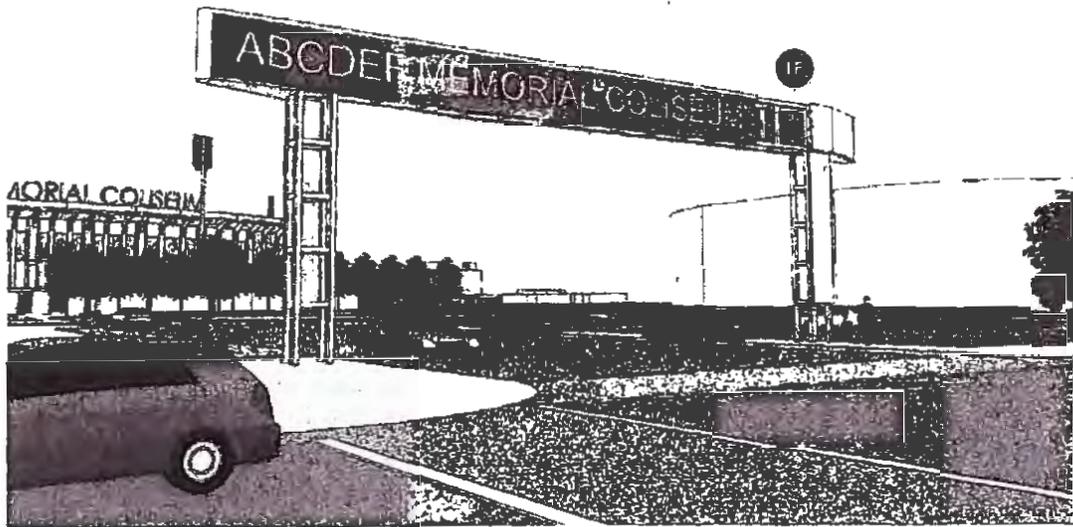
CONCEPTUAL SIGN DESIGN SUBJECT TO CHANGE WITH FINAL DESIGN

SCHEDULE 9.2(A)

**APPENDIX H**  
**SITE IDENTITY SIGN (SIGN 1E)**

*[Appendix H follows this page.]*

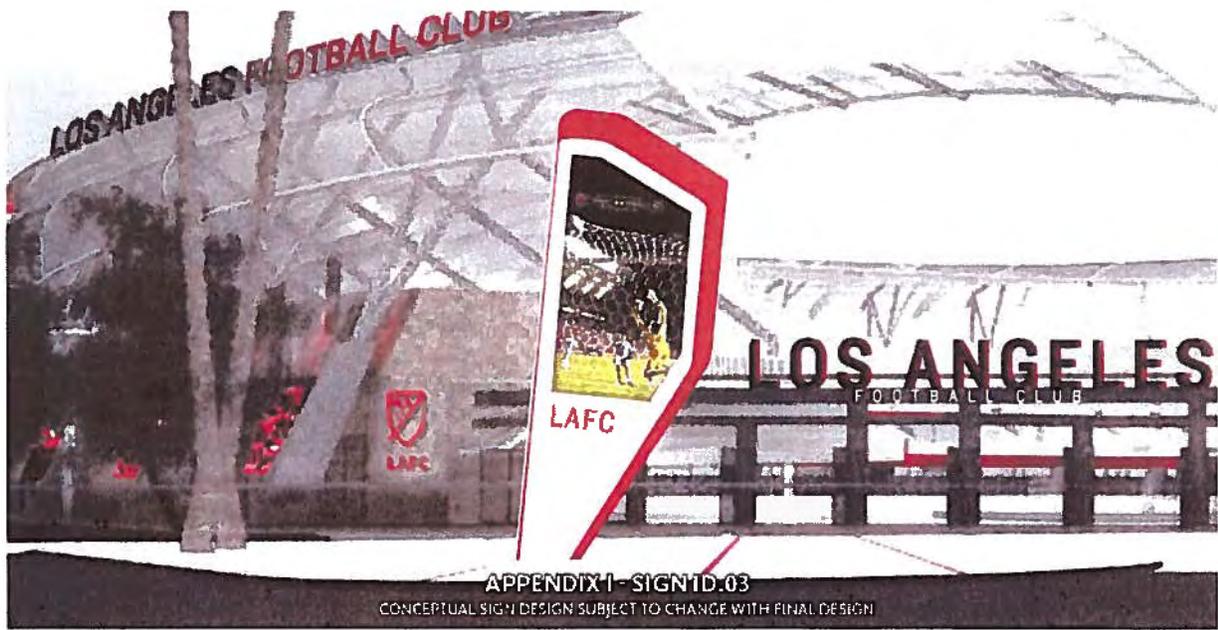
**Appendix H  
Site Identity Sign (Sign 1E)**



SCHEDULE 9.2(A)

**APPENDIX I**  
**FREESTANDING TEAM IDENTITY SIGN (SIGN ID.03)**

*[Appendix I follows this page.]*



APPENDIX 1 - SIGN ID.03

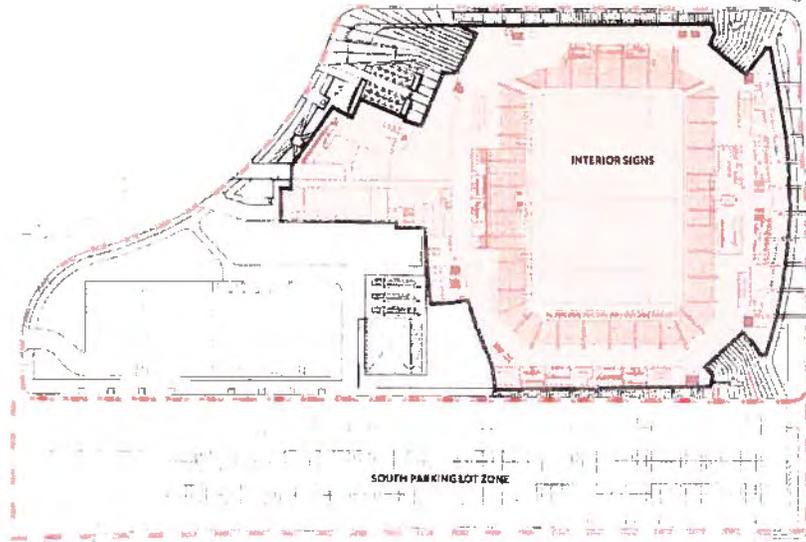
CONCEPTUAL SIGN DESIGN SUBJECT TO CHANGE WITH FINAL DESIGN

SCHEDULE 9.2(A)

**APPENDIX J**  
**SOCCER STADIUM INTERIOR SIGN LOCATIONS**  
*[Appendix J follows this page.]*

**NOTE:**  
Interior Signs are not subject to regulation by the sign district ordinance and are not shown.

 Soccer Stadium Interior Signs



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## Appendix J Interior Signs

Los Angeles Football Club (LAFC) Stadium Project | December 4, 2015 | 1

## SCHEDULE 9.2(A)